

**SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE**

**2.00 pm MONDAY, 2 SEPTEMBER 2019**

**COMMITTEE ROOMS A/B - NEATH CIVIC CENTRE**

1. Declarations of Interest
2. Election of Chairperson (and Vice Chairperson, if appropriate)  
*(Pages 3 - 4)*
3. Minutes of the meeting held on 18 June 2019 *(Pages 5 - 12)*
4. Homes As Power Stations Status and Next Steps  
Report of the Director of Environment for Neath Port Talbot County Borough Council enclosed.
5. Feedback from the meeting with the UK and Welsh Governments' Officials *(Pages 13 - 18)*
6. Update on Joint Working Agreement *(Pages 19 - 102)*
7. Update on the progress made by the Joint Committee on the Action Plan Developed in response to the various Reviews *(Pages 103 - 162)*  
To receive an Update from Cllr Rob Stewart
8. Transport Infrastructure - Alignment of Transport Planning with Swansea Bay City Deal Programme.  
Discussion with the Chair of the Joint Committee.
9. Scrutiny Support *(Pages 163 - 168)*

Webcasting  
Scrutiny Support Survey Results

Report of the Assistant Chief Executive and Chief Digital Officer enclosed.

10. Forward Work Programme (Pages 169 - 170)

**S.Phillips**  
**Chief Executive**

**Civic Centre**  
**Port Talbot**

**27 August, 2019**

**Committee Membership:**

**Chairperson: VACANT**

**Vice  
Chairperson: Councillor R.James**

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



## SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

2nd SEPTEMBER 2019

### APPOINTMENT OF CHAIR & VICE CHAIR (IF APPROPRIATE)

#### RECOMMENDATIONS/KEY DECISIONS

That the Joint Scrutiny Committee elect a Chair and Vice Chair (if appropriate)

#### REASONS

The Chair of the Joint Scrutiny Committee is currently vacant and 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.

The Chair will be elected for a period of 2 years from the time the position is taken.

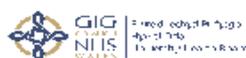
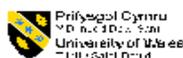
If it becomes necessary to elect a new Vice Chair, they too shall be elected for a period of 2 years from the time the position is taken.

#### OFFICER CONTACT

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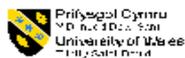
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## SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

(Council Chamber, County Hall, Freeman's Way, Haverfordwest,  
SA61 1TP)

**Members Present:**

**18 June 2019**

**Chairman:** Councillor R.James

**Councillors:** J.Adams, T.Baron, J.Curtice, P.Downing,  
M.Evans, A.Llewelyn and D.Price

**Officers In Attendance** K.Jones, M.Shaw, S.Curran, C.L.Davies and  
A.Manchipp

**Programme Office:** H.Morgan, D.G.Jones and R.Llewhellin

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1. **APPOINTMENT OF CHAIR**

It was agreed that this item be deferred for discussion at the next meeting.

2. **MINUTES OF PREVIOUS MEETING HELD ON 30TH APRIL 2019**

The Minutes of the previous meeting held on 30 April 2019, were agreed as an accurate record, subject to the following updates:-

- In relation to the servicing of the Joint Committee this had now changed to the City and County of Swansea and discussions would be held in order for the Joint Scrutiny Committee to gain access to the Joint Committee's private reports, in order to allow for robust scrutiny.
- The Joint Scrutiny Committee expressed its disappointment that representatives of both the UK Government and Welsh Government were not present at today's meeting. The invitation for a technical briefing with the Chair of the Joint Scrutiny Committee would however be arranged.
- In relation to the decision to webcast meetings, a further report in relation to the options available would be presented to the next meeting.

It was agreed that:-

The Chair send a letter expressing Committee's disappointment that the Welsh and UK governments had declined the invitation to attend the scrutiny meeting but requesting that the technical briefing that was offered by Welsh Government be arranged with the Chair.

### 3. **PROGRESSING THE RECOMMENDATIONS ARISEN BY VARIOUS REVIEWS**

#### **Leader and Chief Executive of Neath Port Talbot County Borough Council**

The Joint Scrutiny Committee welcomed the Leader, Councillor R.G.Jones, and Chief Executive, S.Phillips, of Neath Port Talbot County Borough Council, to give an overview of the report recently considered by their Council on the future collaboration on City Deal.

The Committee received reassurances that Neath Port Talbot was committed to productive collaborative working on the City Deal Programme but that this was subject to good governance and acceptable financial risk.

Concern was expressed, by the Leader of Neath Port Talbot that more than two years after the signing of the Deal no monies had been received. It was accepted that this was due, in part, to the events at Swansea University however, projects needed to be delivered in order to bring the jobs and growth in GVA.

- The current position in relation to the appointment of a Managing Director was raised. Members were advised that this vacancy would be advertised as soon as possible but that the Joint Working Agreement (JWA) would require amendment in order to allow for this post. The two processes could, however, be carried out simultaneously. It was expected that the changes to the JWA would be signed off at the end of July.
- The recent press report which said that a Council would be pulling out of the City Deal was raised. The Leader of NPT advised that NPT wanted the City Deal to deliver but outlined NPT's frustration at the Programme's lack of momentum. He confirmed that the Authority would be reviewing its projects, in line with the flexibilities provision in the JWA, in order to ensure projects/programmes remained fit for purpose projects.

It was pointed out that three of the four projects that NPT had initially put forward involved Swansea University. The Council did not wish to be associated with any reputational damage that might arise by association.

- Examples of NPT's commitment to collaboration were provided - the Joint Venture Agreement recently entered into with Powys for a rail testing track and the joint working of the Public Services Boards of Swansea and Neath Port Talbot to tackle drug related deaths and to disrupt County Lines.
- NPT's approach to ERW was also raised. It was suggested that this demonstrated a culture of not wanting to collaborate. In response the Leader of NPT advised that NPT felt that its schools were not receiving the services expected and there were also concerns at the substantial increase in contributions being sought by the managing director. The Council was actively seeking to resolve these concerns but is not prepared to tolerate a continuation of the status quo.
- S.Phillips confirmed that the report considered by NPT Council had been factually accurate and that, if there was no progress, there was a case for abandoning the City Deal.
- Concern was again expressed by the NPT representatives that no monies had been received for either the Homes as Power Stations (HAPs), the Swansea Waterfront or the Yr Egin projects. In relation to the Steel Science Factory NPT was still awaiting the release of the parcel of land owned by Welsh Government. On the latter, until this matter is resolved, the business case could not be finalised.
- S.Phillips advised that he had recently asked that a robust budget be presented to the next meeting.
- It was noted that Rhodri Griffiths was the first point of contact at Welsh Government for all 11 projects, however he had no staff or budget to undertake the work. Welsh Government needed to commit resources to City Deal in order for it to deliver. It was suggested that delays in delivering City Deal activities was not confined to the Swansea Bay City Deal but was also a situation that persisted across Wales.
- Going forward Cllr.Rob Jones felt that initial meetings with the new Chief Executive at Carmarthen suggested that relationships would be strengthened and this would assist in implementing the recommendations of the reviews.
- When asked what he saw as the way forward, Steve Phillips advised that the sign off of the current projects, robust budget monitoring and completed business cases being submitted by the autumn.

- Cllr. Rob Jones expressed frustration at the slow pace of the programme together with his concerns around the financial risks. He advised that NPT had taken a prudent approach having only spent £22k to date. The pilot project within the HAPs project had been delivered using private investment. He stressed that he was not prepared to put NPT into a financially exposed position.

Following the above discussion Cllr. Rob Jones and Steve Phillips reiterated NPT's commitment to City Deal and thanked the Committee for the invitation to today's meeting.

### **Chair of the Economic Strategy Board – E.Tomp**

The Scrutiny Committee welcomed Mr. Ed. Tomp, the Chair of the Economic Strategy Board (ESB), to the meeting to discuss the implications of the suspensions at Swansea University on the commitment of the members of the Economic Strategy Board to the City Deal Programme.

Mr. Tomp confirmed that the ESB had met with all the constituent local authorities and was equally frustrated at the lack of progress being made. He emphasised that the ESB also supported the changes required as a result of the reviews, but highlighted that Government structures were causing some of the delays.

It was of concern however that the meetings of the ESB had never been quorate. The governance around this and other issues would therefore need to be reviewed as they were seen as unworkable.

The ESB felt that both the UK and Welsh Governments needed to approve the first tranche of projects as soon as possible to restore the confidence of local authorities, the public and those associated with the Programme. In addition the ESB was of the view that the distribution of the money should be spread over a five year period and not 15 as it stands at present in order to accelerate the projects.

The ESB had asked that government officers provide support in order to improve the quality of the five case business models and that these be completed and submitted as soon as practical. The response to the request had been positive and there had been an offer for someone to attend the ESB.

Mr.Tomp confirmed the commitment of the members of the ESB in relation to the City Deal Programme, and that business confidence had improved.

The Committee then thanked Mr.Tomp for his attendance at today's meeting.

4. **OVERVIEW FROM C.MOORE, SECTION 151 OFFICER FOR THE SBCD INCLUDING FINANCIAL AND RISK ARRANGEMENTS OF THE CITY DEAL**

The Joint Scrutiny Committee welcomed Chris Moore, the 151 Officer for the Swansea Bay City Deal accompanied by R.Arnold. Mr.Moore presented his report in relation to both the financial and governance arrangements that were in place.

Members received an overview of the actions taken to date and in particular that no monies had yet been received from either the UK or the WG in relation to any of the projects.

All partners involved had committed £50k per annum as a contribution towards the Regional Office. However 1 Health Board had not paid last year's contribution, this was being chased. In relation to NNDR, the Joint Scrutiny Committee noted the agreement reached that 50% of the yield over the 15 year period would be paid back or retained (the method had not yet been agreed).

The 2019/20 budget had been agreed in August 2018. It was noted that the support provided, by the partner authorities, for example the 151 Officer and the democratic services provision would be 'in kind'.

It was hoped that £16.1m would be released shortly and thereafter a mechanism for the allocation of the money would be developed. Any monies not allocated would be retained by the accountable body.

In relation to the budget papers for 2019/20, it was noted that there was no allocation for either Swansea or Neath Port Talbot – this would change when claims had been received.

The 151 Officer confirmed that he was confident that that the two years' funding of £16.1m x 2 was available, however he was unsure when these would be released.

It was agreed that:

- A progress report would be submitted to the next meeting of the Joint Scrutiny Committee in relation to the release of funds;
- A draft statement be prepared outlining the current position in relation to the hold up of business cases being approved and the subsequent release of funds and that an invitation had been issued to both the UK and WG to meet to discuss the issues. This statement to be agreed by the Committee and issued prior to the next meeting of this Joint Scrutiny Committee.

## 5. **FUTURE WORK PROGRAMME**

It was agreed that the following be added to the Forward Work Programme:-

### **September 2019**

Appointment of Chair  
Update and Site Visit to the Homes as Powerstations  
Internal Review Update  
Transportation  
Webcasting  
Survey on Officer Support to the Joint Scrutiny Committee  
Assistance from Welsh Government on Developing a Business Case  
Action Plan and Proposed Outcomes for the Internal Audit Review

### **October 2019**

Tidal Lagoon Update - Leader of Swansea  
Swansea University's Ongoing Involvement in the Programme –  
Chancellor Elect of the University  
Update on the Regional Projects – relevant to the area to host the  
meeting

### **January 2020**

Update on the Regional Projects – relevant to the area to host the  
meeting

### **March 2020**

Update on the Regional Projects – relevant to the area to host the  
meeting

**May 2020**

Update on the Regional Projects – relevant to the area to host the meeting.

**CHAIRMAN**

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**SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE**

**DATE 2nd September 2019**

**Feedback from the Technical Briefing with the UK and Welsh Government Officials**

**RECOMMENDATIONS/KEY DECISIONS**

For Members of the Joint Scrutiny Committee to note the feedback from the technical briefing with the UK and Welsh Government Officials.

**REASONS**

Members of the Joint Scrutiny Committee previously invited the UK and Welsh Government Officials to attend a meeting of the Swansea Bay City Region Joint Scrutiny Committee to provide an understanding of the business planning process and any blockages in the system preventing progress on the Swansea Bay City Region Programme.

Following this invitation, UK and Welsh Government Officials were unable to attend a meeting of the Joint Scrutiny Committee. As an alternative, they invited the Chair of the Scrutiny Committee to attend a technical briefing with them.

A note detailing the discussion of the technical briefing is attached.



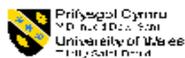
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## **Note of Key Points arising from a meeting between the Vice Chair of the Joint Scrutiny Committee and officers of the UK and Welsh governments – Swansea Bay City Deal, August 16<sup>th</sup> 2019**

### **In attendance:**

- Cllr R James, Vice Chair of the Swansea Bay Joint Scrutiny Committee
- Mrs K Jones, Assistant Chief Executive and Chief Digital Officer, Neath Port Talbot County Borough Council
- Charlotte Davies, Scrutiny Support, Neath Port Talbot County Borough Council
- Rhodri Griffiths, Chief Regional Officer Mid and South West Wales, Welsh Government
- Valerie Allen, Deputy Head of Policy, Office of the Secretary of State for Wales, UK Government
- Calum Taylor, Deputy Head of Regional Growth, Office of the Secretary of State for Wales, UK Government

The meeting explored the progress that the both governments feel has been made since the publication of the Actica report:

- The strategic cases set out in the various business cases are generally strong
- There is more confidence in the Deal now than there was in March 2019
- The two governments have authorised the release of funding for Yr Egin and the Swansea Waterfront projects but this will be subject to certain conditions. It is anticipated that the basis on which the funds will be released can be formalised as soon as possible in the coming weeks.
- The two governments have facilitated workshops for people charged with developing the business cases and the Program Office to clarify the content expected in business cases and to provide expertise

- £100k has been made available this year to help create additional capacity to perform the required level of due diligence needed for the next tranche of projects however, this is a one-off sum
- The two governments have confirmed that a further £18m could be available in this financial year for other city deal projects subject to the approval by Governments of their business cases, the necessary update of program level documentation and the recommendations in the Actica report being satisfactorily addressed.

In the next period it is expected that the Joint Committee will have made progress in the following areas:

- A robust programme/portfolio office to be established to provide oversight management and quality assurance of the programme of city deal projects to ensure that projects and the quality of business case preparation meets requirements and which can be clearly seen to support the overall programme of the City Deal. The appointment of the new managing director is key to this.
- Due diligence processes are robust to demonstrate that the business cases have been appropriately scrutinised at each level of the programme. This will secure governments' and investors' confidence in the Deal. The role of the s151 officer is crucial within these arrangements.
- The Joint Committee and the Economic Strategy Board to be operating at a strategic level ensuring overall fit of programme activity with the vision for the City Deal, that programme activity offers value for money and aligns with the economic development strategy for the region more broadly. That the Joint Committee is actively ensuring the delivery of approved projects/programmes with evidence that intended benefits are being realised.
- That a clear programme plan is in place for the Deal, which identifies what the government funding will be applied to in each financial period and associated benefits. Additionally, the next tranche of projects/programmes have been agreed by the Joint Committee and developed to the required standard

- That there are robust mechanisms in place for tracking the delivery of the projects that have now been signed off by the governments and projects are beginning to realise the intended benefits

Longer term:

- There needs to be a truly regional approach to the Deal
- The approach must be transformative, demonstrating added value to what agencies would be able to deliver without the Deal. The Deal must be delivered through a portfolio/programme approach. Governments are not prepared for the Deal to be a grant mechanism for individual projects
- The portfolio/programme activity must demonstrate good strategic fit, value for money and impact on the region's prosperity
- The region is expected to take responsibility for developing vision, priorities and delivery of the Deal over the longer term

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## SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

DATE 2nd September 2019

### Update on status of amendments to Joint Working Agreement

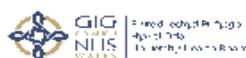
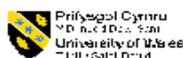
#### INFORMATION

To provide the Joint Scrutiny Committee with an update on the current status of the Joint Working Agreement following the approval of the amended version by the Swansea Bay City Deal Joint Committee (“the Joint Committee”) on the 30<sup>th</sup> July 2019. The amended version will now be forwarded for information to the UK and Welsh Government and will be subject to the necessary approvals being sought by each Council to formally amend the Joint Working Agreement.

#### REASONS

On the 29th August 2018, the a Joint Working Agreement was formally entered into with the intention of Neath Port Talbot, Swansea, Carmarthenshire and Pembrokeshire local authorities working together to discharge their obligations to one another in respect of the Swansea Bay City Deal.

In December 2018 the UK and Welsh Governments announced that an independent review would be carried out into the Swansea Bay City Deal. The review by Actica Consulting Ltd dated 26 February 2019 made recommendations to improve the deliverability of the outcomes of the Swansea Bay City Deal and those recommendations were considered by the Joint Committee on 28 March 2019. On 14



December 2018 the Joint Committee commissioned an internal review into the governance arrangements with Pembrokeshire County Council leading on the review with support from senior auditors.

Having considered both reviews the Joint Committee resolved that all recommendations be accepted and implemented. As a consequence amendments were required to be made to the Joint Committee Agreement to reflect governance changes.

On the 30<sup>th</sup> July 2019, the Joint Committee formally approved the amendments to the Joint Committee Agreement and resolved that they be submitted to the Welsh and UK Governments for information and then subsequent to this each participating Council seeks the necessary authority to approve and implement the amendments.

The following changes are proposed to the Joint Working Agreement (and are shown as track changes on the attached Appendix 1):

- The main change is at Clause 6 which amends the Agreement to reflect the proposed appointment of an independent Programme Director and to replace the Regional Office with a Portfolio Management Office. The Programme Director is to report to and be directly accountable to the Joint Committee. The Job Description for the Programme Director is included within Schedule 14 and the role of the Portfolio Management Office will be included upon the appointment of the Programme Director.
- Clause 6.2 sets out the redistributed roles and functions which will act as a check and balance for the Swansea Bay City Deal governance arrangements.
- Additional duties of the Accountable Body have been inserted at Clause 7. Clause 7.1(g) adds to the duties of the Accountable Body by including a duty to report to the Joint Committee on a quarterly basis detailing the amount of grant monies and council contributions received, how allocated and distributed and details of any internal charges. Clause 7.1(i) provides that the



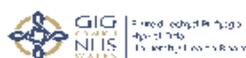
Accountable Body costs must be reported to the Joint Committee before the commencement of each financial year for agreement.

- Clause 9.3 is a standard indemnity clause which has been added as the Programme Director is directly accountable to the Joint Committee although is an employee of Carmarthenshire County Council.
- Clause 12 sets out the process for funding projects and includes a change to clause 12(g) which sets out the role of the ESB in the process. In line with the recommendations of the Internal Review reference is made to the new terms of reference of the ESB which is found at Schedule 6. In addition Clause 12.9 provides that the process for funding projects should take no longer than 6 calendar months.
- Clause 19.4 has been amended to include reference to top slicing for clarity.
- The Terms of Reference of the Joint Committee at Schedule 1 have been amended to include additional functions namely:
  - Consideration and approval of project business cases;
  - Agreeing internal recharges;
  - Consideration of Joint Scrutiny recommendations;
  - Oversee and manage the Programme Director;
  - Approving any Programme Director reports.
  - Clause 5 – Voting has also been amended to include casting vote of vice chair in event the Chair is absent.
  - The quorum for a meeting of the Joint Committee shall be one representative from three of the four Councils. However, the Joint Committee is not permitted to vote on the approval of a business case or any other matter relating to a project if the member representative of a



Council involved in that project is not present at the meeting

- Schedule 2 relating to the Programme Board has been amended to include the additional role of ensuring that the Programme Director and Portfolio Management Office undertakes a detailed analysis of the financial viability, deliverability and risk to the programme of the business cases prior to them being submitted to the Joint Committee.
- The Internal Review focuses on the role of the Economic Strategy Board. As a result of the Review the purpose of the Economic Strategy Board has been amended at Schedule 6 to include:
  - Oversight of business case production;
  - Consideration of regional added value;
  - Identification of opportunities for investment;
  - Production of a summary report of issues considered by the ESB to be annexed to the submission of any business cases.
  - Also in line with the Review recommendations to limit the membership to the private sector the membership has been amended to delete the higher education/further education and life sciences/well-being representatives and Leaders of the Councils. This should enable focus to be on consideration of the commercial case and identification of investment opportunities.
- The terms of reference at Schedule 12 of the Joint Scrutiny Committee did not provide for scrutiny of individual Authorities projects'. The Internal Review commented that this detracts from the Regional approach of the Swansea Bay City Deal. Therefore Clause 2.2 has been amended to provide that where there is potential to impact materially on the overall portfolio of the City



Deal projects and the constituent scrutiny committee agree then the matter may be considered by the Joint Scrutiny Committee.

As indicated above, the amended Joint Working Agreement will now be forwarded to the UK and Welsh Government for information, AND subject to their confirmation, authority will then be required by each Council to formally amend the Joint Working Agreement, whereupon the Monitoring Officers of each Council shall liaise to implement the same.

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**DATED**

**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**

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

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THIS AGREEMENT IS MADE ON

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 or the Project Authority Lead as appropriate 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;

**“Accounting Period”** those periods set out in ~~0~~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 Portfolio Management 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 Portfolio Management 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;

<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>“Commencement Date”</b>	the date of this Agreement;
<b>“Conditions Longstop Date”</b>	the date agreed by the Joint Committee by when the Funding Conditions must be agreed by the Councils;
<b>“Confidential Information”</b>	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;
<b>“Co-opted Body”</b>	a body from which a representative is co-opted as a non-voting member of the Joint Committee in accordance with Schedule 1;
<b>“Co-opted Member Protocol”</b>	the protocol agreed by the Councils specifying the standard of conduct required of co-opted members of the Joint Committee;
<b>“Council Contribution”</b>	the funding provided by each Council to the Annual Budget Costs as set out in clause 19;
<b>“Councils”</b>	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;
<b>“Councils’ Obligations”</b>	the obligations set out in clause 3;
<b>“DPA”</b>	the Data Protection Act <a href="#">2018</a> ;
<b>“DP Regulator”</b>	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
<b>“Data”</b>	any data, document, code, information, Personal Data in connection with this Agreement;
<b>“Data Incident”</b>	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 2018 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018 EU Regulation 2016/679 ("GDPR"); (c) [the DPA](#) (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;

**“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;

<b>“Implementation Plan”</b>	the implementation plan agreed by the Joint Committee setting out the activities that shall support the delivery of the Swansea Bay City Deal;
<b>“Intellectual Property”</b>	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;
<b>“Internal Costs”</b>	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;
<b><u>“Joint Appointment Committee”</u></b>	<u>a joint appointment committee established by the Councils and comprising the leaders of each Council and non executive members as agreed with the purpose of undertaking a selection process for the Programme Director and any other post as specified by the Joint Committee;</u>
<b>“Joint Committee”</b>	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;
<b>“Joint Committee Costs”</b>	the operational and management costs of the Joint Committee;
<b>“Joint Committee Meeting”</b>	a meeting of the Joint Committee;
<b>“Joint Committee Withdrawal Notice”</b>	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;
<b>“Joint Scrutiny Committee Costs”</b>	the operational and management costs of the Joint Scrutiny Committee
<b>“Local Authority”</b>	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;

<b>“Material”</b>	all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data, text supplied is not to be covered by this definition;
<b>“Personal Data”</b>	shall have the meanings set out in the DPA 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;
<b>“Powers”</b>	<p>the powers of Welsh local authorities under:</p> <p>(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;</p> <p>(ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;</p> <p>(iii) the well-being power in section 2 of the Local Government Act 2000;</p> <p>(iv) the incidental powers in section 111 of the Local Government Act 1972;</p> <p>(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;</p> <p>(vi) all other powers them so enabling;</p>
<b>“PR Protocol”</b>	a protocol agreed by the Councils for the release of public statements and press releases relating to the Swansea Bay City Region
<b>“Programme Board”</b>	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;
<b>“Programme Board Costs”</b>	the operational and management costs of the Programme Board;
<b><u>Programme Director</u></b>	<b><u>the regional post to be appointed in accordance with clause 6 and Schedule 14;</u></b>

<b>“Project Authority Lead”</b>	the Council responsible for the Government Funding element of funding for each project as set out in clause 12 and the Implementation Plan
<b>“Project Business Case”</b>	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;
<b>“Project Conditions”</b>	the project funding conditions proposed by the Welsh Government or the UK Government for each project as referred to in clause 12;
<b>“<u>Portfolio Management Office</u>”</b>	<a href="#">the portfolio management office</a> established by the Councils to manage the Swansea Bay City Deal <a href="#">the duties of which are set out in Schedule 15</a> ;
<b>“<u>Portfolio Management Office Costs</u>”</b>	the operational and management costs of the <u>Portfolio Management Office</u> ;
<b>“<u>Portfolio Management Office Costs Budget</u>”</b>	the budget for the <u>Portfolio Management Office Costs</u> ;
<b>“Regional Project”</b>	a project located in the area of more than one of the Councils;
<b>“Regional Project Delivery Lead”</b>	the organisation responsible for preparation and submission of the Project Business Case for and delivery of a Regional Project;
<b>“Resolution”</b>	a decision taken by or on behalf of one of the Councils in compliance with that Council’s constitution and scheme of delegation;
<b>“Shadow Board”</b>	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;
<b>“Swansea Bay City Deal”</b>	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;
<b>“Swansea Bay City Region”</b>	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 Portfolio Management Office and the Portfolio Management 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 Councils' 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 Carmarthenshire County Council shall act as the employer of the Portfolio Management | Office staff and Programme Director and shall have accountability for them. The Programme Director shall report to and be directly accountable to the Joint Committee.
- 6.2 The Joint Committee shall determine the appropriate functions under this Agreement in respect of the s151 officer, monitoring officer, democratic services, audit and scrutiny obligations as to whom such responsibilities shall lie with and shall notify the Welsh Government accordingly of this within 7 days of appointment. At the commencement of this Agreement responsibility for these functions are allocated as follows:-

Carmarthenshire County Council – Accountable Body and S.151 officer function

The Council of the City and County of Swansea – Monitoring Officer function and Democratic Services

Neath Port Talbot County Borough Council - Scrutiny function

Pembrokeshire County Council – Audit function

The Joint Committee shall give three months notice to all ~~Councils~~ Councils of any decision to change the responsibility for the functions set out in this clause.

~~6.16.3~~ 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.

~~6.26.4~~ If a replacement Accountable Body is appointed pursuant to clause ~~6.36.2~~ any reference to Carmarthenshire County Council in its capacity as the initial Accountable Body shall be read with reference to the replacement Accountable Body.

~~6.36.5~~ 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.

~~6.6~~ If the Accountable Body is replaced as Accountable Body in accordance with clause ~~6.36.2~~ the Accountable Body shall comply with its duties in clause 7.2.

~~6.46.7~~ The Accountable Body (following an appointment a selection process agreed and undertaken by a joint appointments committee to be established by the Councils ) shall appoint a Programme Director on the employment terms and conditions of the Accountable Body to undertake the role identified in Schedule 14 of this Agreement who shall report at all times to the ~~Chair of the Joint Committee~~ and who shall oversee day to day operations of this Agreement and supervise the work of the Portfolio Management Office.

## **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.
- ~~(f)~~~~(g)~~ Report to the Joint Committee on a quarterly basis detailing the amount of grant monies and Council contributions received to date, how those monies have been allocated to specific posts and projects and distributed to the relevant Councils and details of any internal recharges made to the Councils.
- ~~(g)~~~~(h)~~ Comply with the Funding Conditions.
- ~~(h)~~~~(i)~~ Undertake the accounting and auditing responsibilities set out in this Agreement.
- ~~(i)~~ Employ the Portfolio Management Office staff and Programme Director
- ~~(k)~~ Cooperate with any reasonable requests of the Councils that host the scrutiny, monitoring officer, democratic services and audit functions.
- ~~(l)~~~~(l)~~ Report to the Joint Committee on the proposed budget for the Accountable Body costs, Economic Strategy Board costs, Joint Committee costs, Joint Scrutiny costs, Programme Board costs and Portfolio Management Office costs before the commencement of each financial year for agreement.

7.2 If the Accountable Body is replaced as Accountable Body in accordance with clause 6.3 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 Portfolio Management 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.

8.2 It is acknowledged and agreed that the obligations and liabilities of each Council shall bind any successor authority in the event of any local government reorganisation.

## 9. **Portfolio Management Office and Programme Director**

9.1 The roles and functions of the Portfolio Management Office and Programme Director are set out in Schedules 14 and 15 of this Agreement. The Accountable Body shall establish a Portfolio Management Office and employ a Programme Director following a selection process agreed and to be agreed undertaken by the Joint Appointment Committee, to be responsible for the day to day management of matters relating to the Joint Committee and the Swansea Bay City Deal. The Programme Director shall report to and be directly accountable to the Joint Committee. The Portfolio Management Office shall have day to day responsibility for managing the identification assessment approval monitoring and evaluation processes for interventions and projects. The Programme Director or Portfolio Management Office shall deliver all administrative functions necessary to the implementation of the Swansea Bay City Deal. The Portfolio Management Office shall maintain a register of interests of co-opted members of the Joint Committee and the Economic Strategy Board. The Portfolio Management Office shall provide monitoring reports to the Joint Committee and to the Economic Strategy Board. Persons employed to work in the Portfolio Management Office shall be employed by the Accountable Body

9.2 The Accountable Body shall be responsible for accommodating the Portfolio Management Office in accordance with arrangements approved by the Joint Committee.

9.29.3 The Councils acknowledge that the Accountable Body has responsibilities as employer of the Programme Director and the Portfolio Management Office staff. The Councils further acknowledge that the Programme Manager reports directly to and receives instructions from the Joint Committee. The Councils agree to share equally the costs and expenses of any liabilities and any and all claims, actions, proceedings, demands, liabilities, arising or accruing in respect of or in connection with any act or omission of the Programme Director or Portfolio Management Office arising as a result of any instruction given by the Joint Committee or otherwise save where those liabilities arise as a result of a negligent act or omission of the Accountable Body. The Accountable Body indemnifies the other Councils from and against any liabilities and any and all claims, actions, proceedings, demands, liabilities, losses, costs and expenses arising or accruing as a result of the Accountable Body's said negligent act or omission.

## 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 [QSchedule 7](#).
- 11.3 The proportion of the Government Funding shall be in accordance with the details set out at [QSchedule 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 [Portfolio Management](#) Office in accordance with the Implementation Plan. The Project Business case shall include a Resolution of the [relevant](#) 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 Portfolio Management 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 Programme Director is not satisfied with the quality of the Project Business Case (in accordance with the criteria agreed with the Joint Committee) 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 Portfolio Management 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 Portfolio Management 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. who will assess in line with their terms of reference set out in Schedule 6 including the production of a summary report to be annexed to the business case prior to submission to the Joint Committee.~~ The Economic Strategy Board

shall ~~make its recommendation to the Portfolio Management Regional Officer report~~ within one month of receiving the Project Business case. In the absence of any ~~recommendation report~~ within such timescale the Portfolio Management Office shall be permitted to submit the recommendation ~~for from~~ the Programme Board to the Joint Committee for consideration.

- (h) The Portfolio Management 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 Portfolio Management Office and the Portfolio Management 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 Portfolio Management 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 Portfolio Management 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 Portfolio Management 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 Portfolio Management Office shall inform the Programme Board of the need for the project to be withdrawn or given a change of Project Authority Lead. The Portfolio Management 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 Portfolio Management 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 Portfolio Management 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 Portfolio Management 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) [12.3\(k\)](#).
- 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 [Schedule 9](#). 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.
- 12.9 [It is intended that the process identified in clause 12.3 and 12.6 shall take no longer than six \(6\) calendar months.](#)

### **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 ~~0~~[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, Economic Strategy Board Costs, Joint Committee Costs, Joint Scrutiny Committee Costs, Programme Board Costs and [Portfolio Management](#) Office Costs on a rolling 3 year basis. The Joint Committee shall review this budget annually and before the commencement of each financial year and shall agree the Annual Costs Budget each year with 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 [Portfolio Management](#) 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 [Portfolio Management](#) 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 [Portfolio Management](#) 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 £50,000 which shall be paid by each Council each year for those five years. 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 from the Councils in a manner to be agreed by the Joint Committee to include the option of top slicing from Government Funding, where appropriate 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 ensure audit that the finances and the discharge of functions relating to the Swansea Bay City Deal are audited.
- 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 [Portfolio Management](#) 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 [Portfolio Management](#) 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 [Portfolio Management](#) 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**

~~23.2~~24.1 [The Councils' obligations and liabilities in respect of the Programme Director and Portfolio Management Office are set out in clause 9.3](#)

~~23.3~~24.2 [In addition to the circumstances set out in clause 9.3, 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 \(and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Accountable Body\).](#)

23.424.3 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.

23.524.4 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.

23.624.5 The amount to be paid to the Accountable Body by any of the other Councils under Clause 24.424.3 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.

23.724.6 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.

23.824.7 No Council shall be indemnified in accordance with this clause 24 unless it has given notice in accordance with clause 24.624.5 to the other Council against whom it shall be enforcing its right to an indemnity under this Agreement.

23.924.8 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance.

## **24.25. Dispute Resolution**

24.125.1 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.

24.225.2 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.

24.325.3 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.

24.425.4 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.

24.525.5 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.

24.625.6 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.

24.725.7 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.

24.825.8 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.

24.925.9 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.

24.1025.10 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.

24.1125.11 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).

24.1225.12 In the event that an arbitration is commenced pursuant to clause 25.10 the Portfolio Management Office shall notify the Welsh Government and the UK Government.

OR (reference of dispute to independent expert)

24.1325.13 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.

24.1425.14 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.

## **25-26. Notices**

### **25-126.1 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 0Schedule-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 0Schedule-3 (or such other number as may be notified in writing from time to time to all of the other Councils).

### **25-226.2 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.

## **26-27. Information and Confidentiality**

**26-127.1** 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.

~~26.2~~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.

~~26.3~~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.

~~26.4~~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.

## **27.28. Data Protection**

~~27.1~~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.

~~27.2~~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.

27.328.3 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.

27.428.4 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.

27.528.5 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.

27.628.6 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

## **28-29. Intellectual Property**

28.129.1 Each Council shall retain all Intellectual Property in its Material.

28.229.2 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.

28.329.3 Any Intellectual Property in Material which is produced by the Joint Committee or the Portfolio Management Office shall be held by the Accountable Body on behalf of the Councils jointly.

28.429.4 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.

28.529.5 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.

28.629.6 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.

28.729.7 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.

## **29-30. Freedom of Information**

29.130.1 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 [their own policy](#) on FOI Legislation in respect of information disclosure obligations to the extent that they relate to the Swansea Bay City Deal.

29.230.2 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.

29.330.3 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.

29.430.4 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.

29.530.5 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.

### **30-31. Language**

30.131.1 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.

### **31-32. Severability**

31.132.1 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.

### **32-33. Relationship of Councils**

32.133.1 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.

### **33-34. Third Party Rights**

33-134.1 \_\_\_\_\_ 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.

### **34-35. Entire Agreement**

34-135.1 \_\_\_\_\_ 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.

### **35-36. Law of Agreement or Jurisdiction**

35-136.1 \_\_\_\_\_ 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.

### **36-37. Assignment**

36-137.1 \_\_\_\_\_ 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.

### **37-38. Waiver**

37-138.1 \_\_\_\_\_ 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.

~~37.2~~38.2 Each Council shall pay its own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

### **~~38.39.~~ Counterparts**

~~38.1~~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.

### **~~39.40.~~ Discretion of the Councils**

~~39.1~~40.1 The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

### **~~40.41.~~ Withdrawal of the United Kingdom from the European Union**

~~40.1~~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.

~~40.2~~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

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

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

THE COMMON SEAL OF

the Council of the City and County of Swansea  
was hereunto affixed in the presence of

## 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.

~~(h)~~(i) Consideration and approval of project business cases.

~~(i)~~(i) Approval of any extension agreed by the Councils to the deadline for approval of the Implementation Plan.

~~(j)~~(k) Agreeing the terms and conditions of Government Funding.

~~(k)~~(l) Overseeing the proportion of each Council's responsibility for borrowing to provide funding for regional projects.

~~(l)~~(m) Reviewing performance of the Chair of the Economic Strategy Board on an annual basis.

(n) Agreeing the Annual Costs Budget.

(o) Agreeing any internal recharges to each Council that they are entitled to under this Agreement.

(p) Consider any recommendations of the Joint Scrutiny Committee.

(q) To oversee and manage the Programme Director appointed (though acknowledging that the Programme Director shall be an employee of the Accountable Body)

(m)(r) To receive, consider and approve any reports of the Programme Director

### **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<sup>1</sup> 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~~ Swansea Bay University 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 [Portfolio Management Office](#) 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 [Programme Director](#), 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.

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. In the absence of the Chair or in the event of the Chair withdrawing from the meeting for a particular agenda item, then the Joint Committee shall determine which of the Deputy Chairs shall sit as chair pro tem and that Deputy Chair shall have the casting vote for such period as the Chair is absent from the meeting.

## **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.

6.2.3 For the avoidance of doubt, members shall at all times act in accordance with the Member Code of Conduct of their respective authorities

## **7 Proceedings of Meetings**

7.1 The rules of procedure in the constitution of the Council undertaking the monitoring officer function 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 [Portfolio Management](#) Office.

## **10 Allowances**

10.1 No allowances shall be paid.

## **11 Servicing**

11.1 The [Council undertaking the monitoring officer function](#) 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.

[1 Pursuant to paragraph 13\(1\)\(b\) Local Government & Housing Act 1989 which provides that co-opted members on a joint committee must be treated as nonvoting members.](#)

## Schedule 2 Programme Board

### 1 Governance

#### 1.1 Officer Governance

### 2 Purpose

#### 2.1 The Programme Board shall have five 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 Schedule 8.
- (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.
- (d)(e) Ensure that the Programme Director and Portfolio Management Office have undertaken a detailed analysis of the financial viability, deliverability and risk to the Swansea Bay City Deal programme and the business cases developed therein prior to being submitted to the Joint Committee

### 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 Portfolio Management 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.

#### 5.45.2 The Project Director, monitoring officer and section 151 officer of each of the Councils shall be entitled to attend meetings of the Programme Board and shall

be called to provide advice and assistance as may be required for the members of the Programme Board to fulfil their obligations as set out in clause 2 of this Schedule 2

5.25.3 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~~ Swansea Bay University 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 of all the heads of paid service referred to in 5.1 or their representatives.

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 Portfolio Management Office.

## **10 Quorum**

10.1 For the Board to agree and submit recommendations, the Councils must be represented by all the heads of paid service referred to in 5.1 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 Portfolio Management Office shall organise appropriate servicing for the meetings.

## 14 Review

14.1 To be reviewed annually.

### **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)~~ Oversight of business case production.
  - ~~(e)(d)~~ Consideration of regional added value and identifying opportunities for investment.
  - ~~(e)~~ Make recommendations to the Joint Committee.
  - ~~(d)(f)~~ Produce a summary report of issues considered by the Economic Strategy Board to be annexed to the submission of any business cases

### 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.

3.2 For the avoidance of doubt the Joint Committee may appoint additional co-opted members should the Joint Committee determine appropriate

3.23.3 The Programme Director, head of paid service, monitoring officer and s151 officer 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 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 Co-opted members of the Economic Strategy Board 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 Portfolio Management Office shall arrange for minutes of the proceedings of each meeting to be taken, approved and recorded.

## **8 Quorum**

9 For the Economic Strategy Board to agree and submit recommendations, membership must be represented up to a quorate equivalent to 50% of the membership of the Economic Strategy Board. **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 Portfolio Management 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.

**13 Review**

13.1 To be reviewed annually.

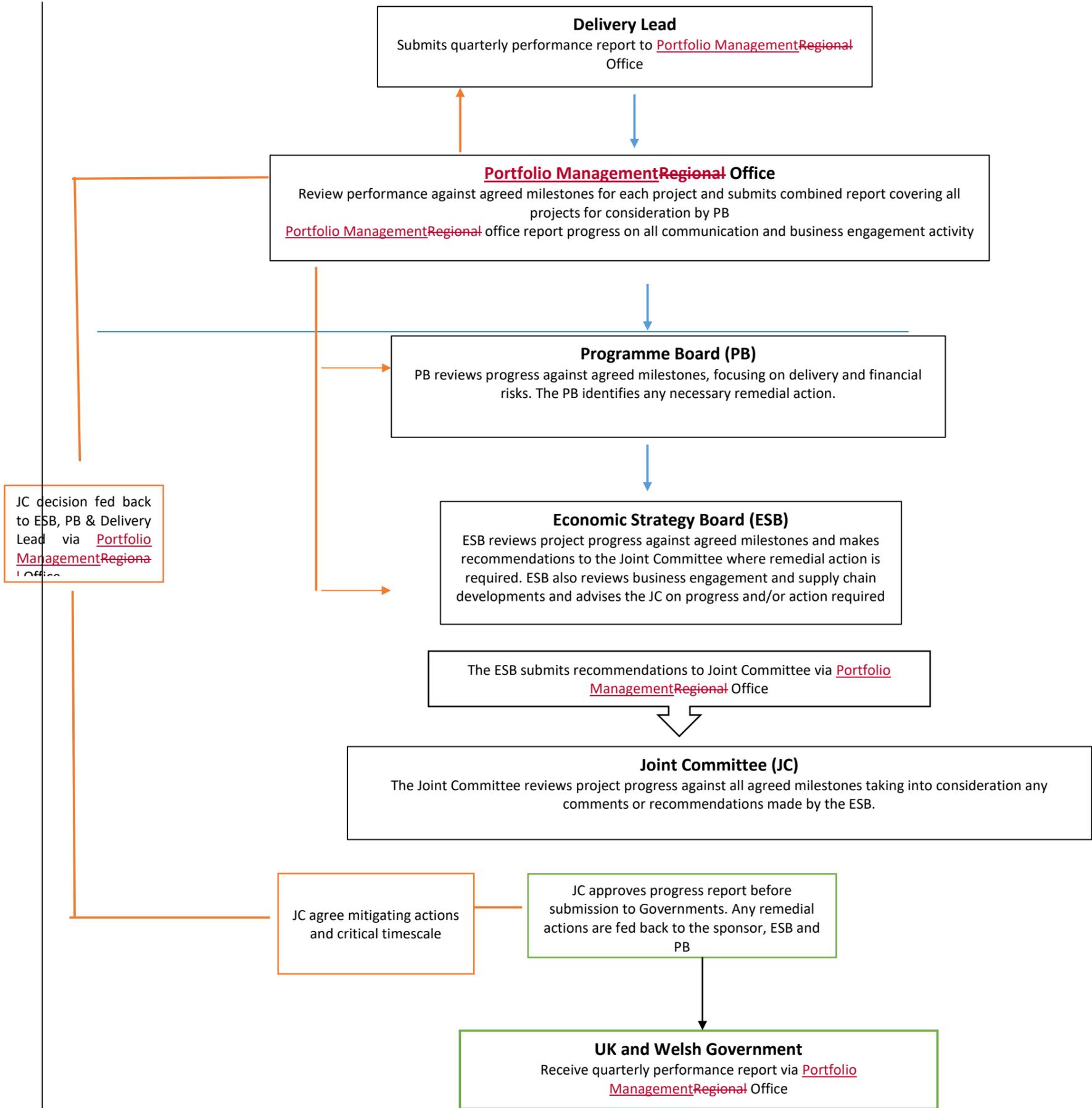
Schedule 7 Projects Funded By the Swansea Bay City Deal

PROJECT NAME	Private (£ m)	Public (£ m)	City Deal (£ m)	Total Project Costs (£ m)
<b>Internet of Economic Acceleration</b>				
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 Digital Services (CENGS)	27.0	5.5	23.0	55.5
Skills & Talent Initiative	4.0	16.0	10.0	30.0
<b>Internet of Life Science &amp; Wellbeing</b>				
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
<b>Internet of Energy</b>				
Homes as Power Stations	382.9	119.2	15.0	517.1
Pembroke Dock Marine	25.9	22.4	28.0	76.3
<b>Smart Manufacturing</b>				
Factory of the Future	3.2	10.3	10.0	23.5
Steel Science Centre	0.0	60.0	20.0	80.0
<b>TOTALS</b>	<b>637.4</b>	<b>395.9</b>	<b>241.0</b>	<b>1,274.3</b>

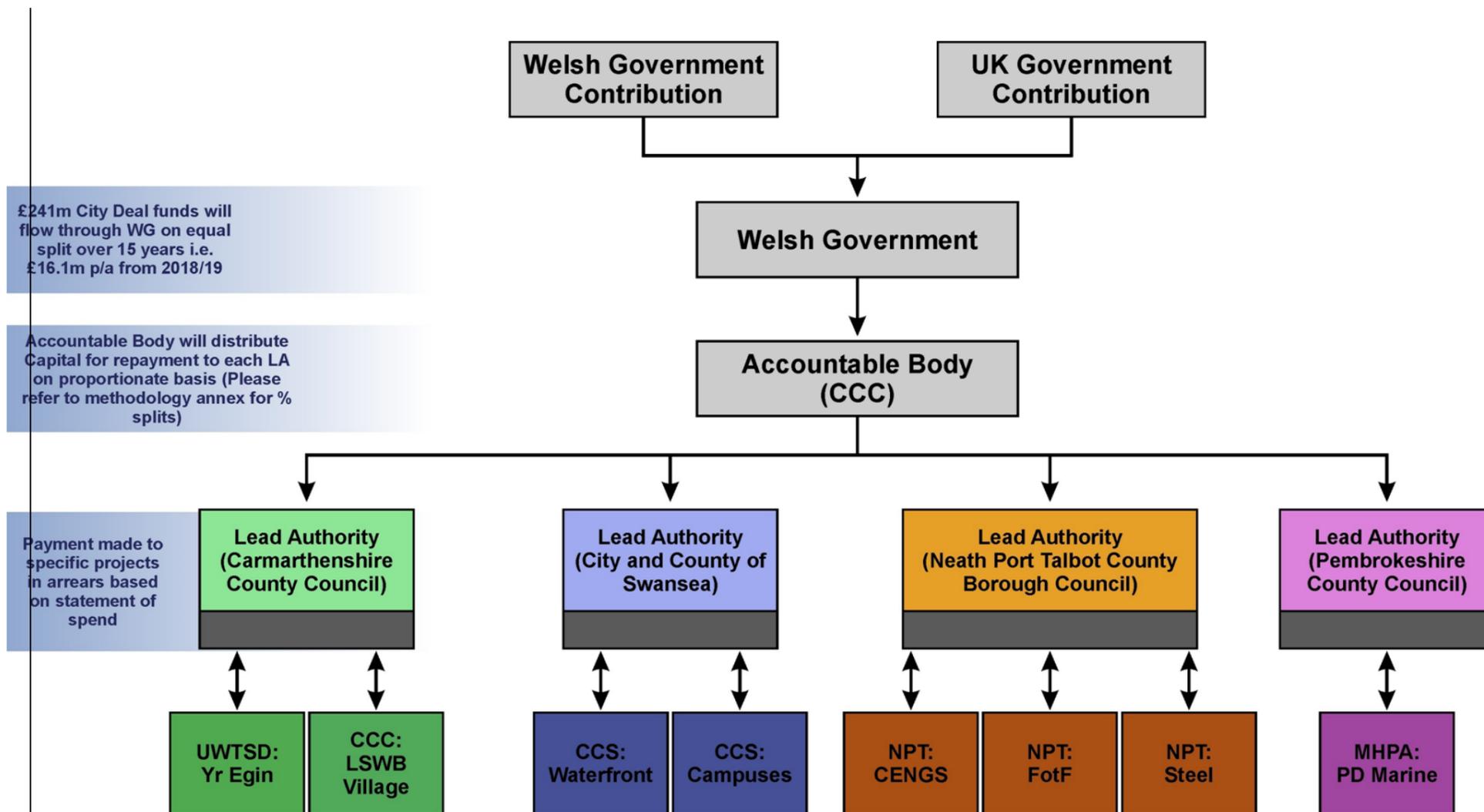
Funding allocations are subject to approval of Project Business Cases and these projects are subject to change in accordance with Schedule 10



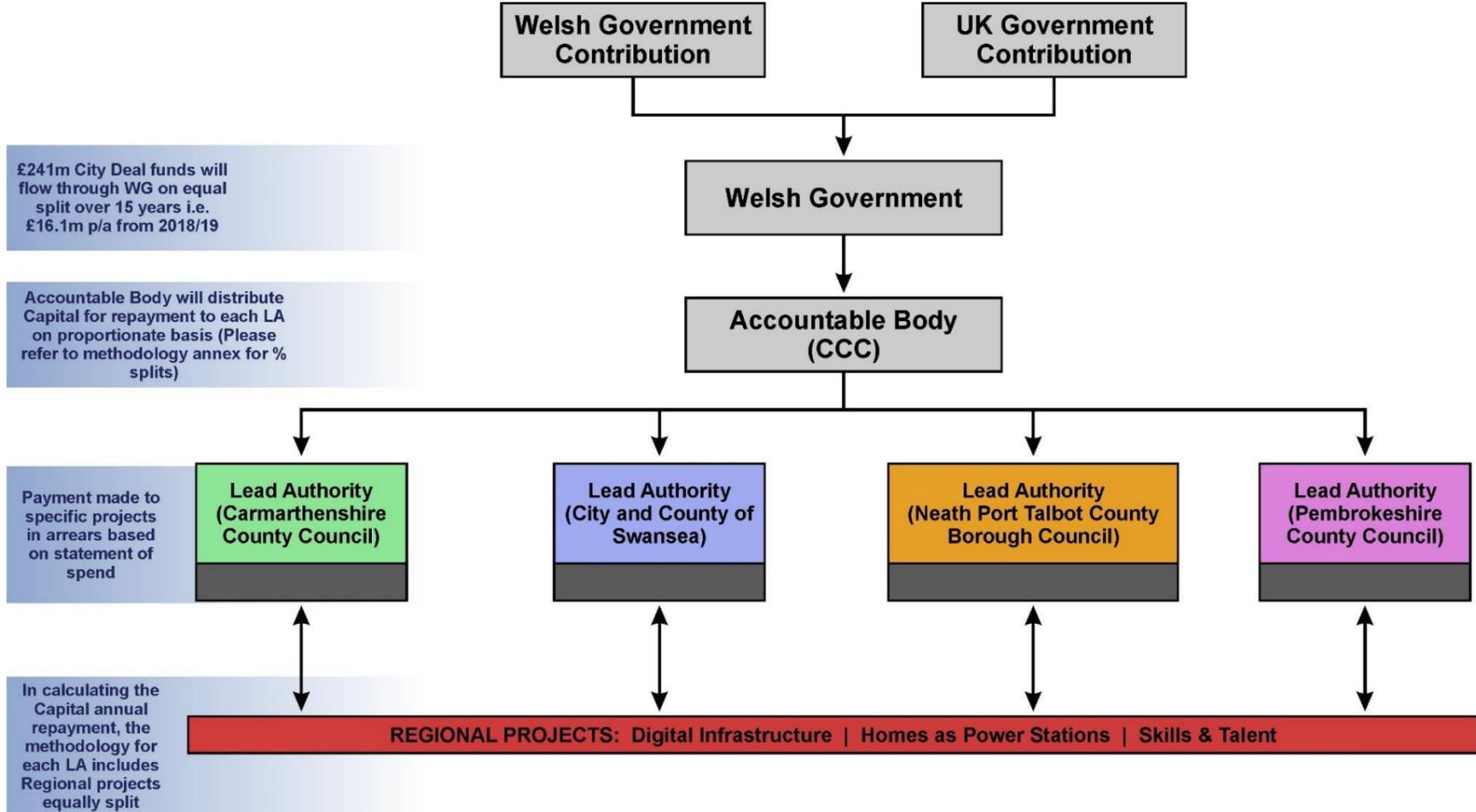
**Diagram B - Project Monitoring**



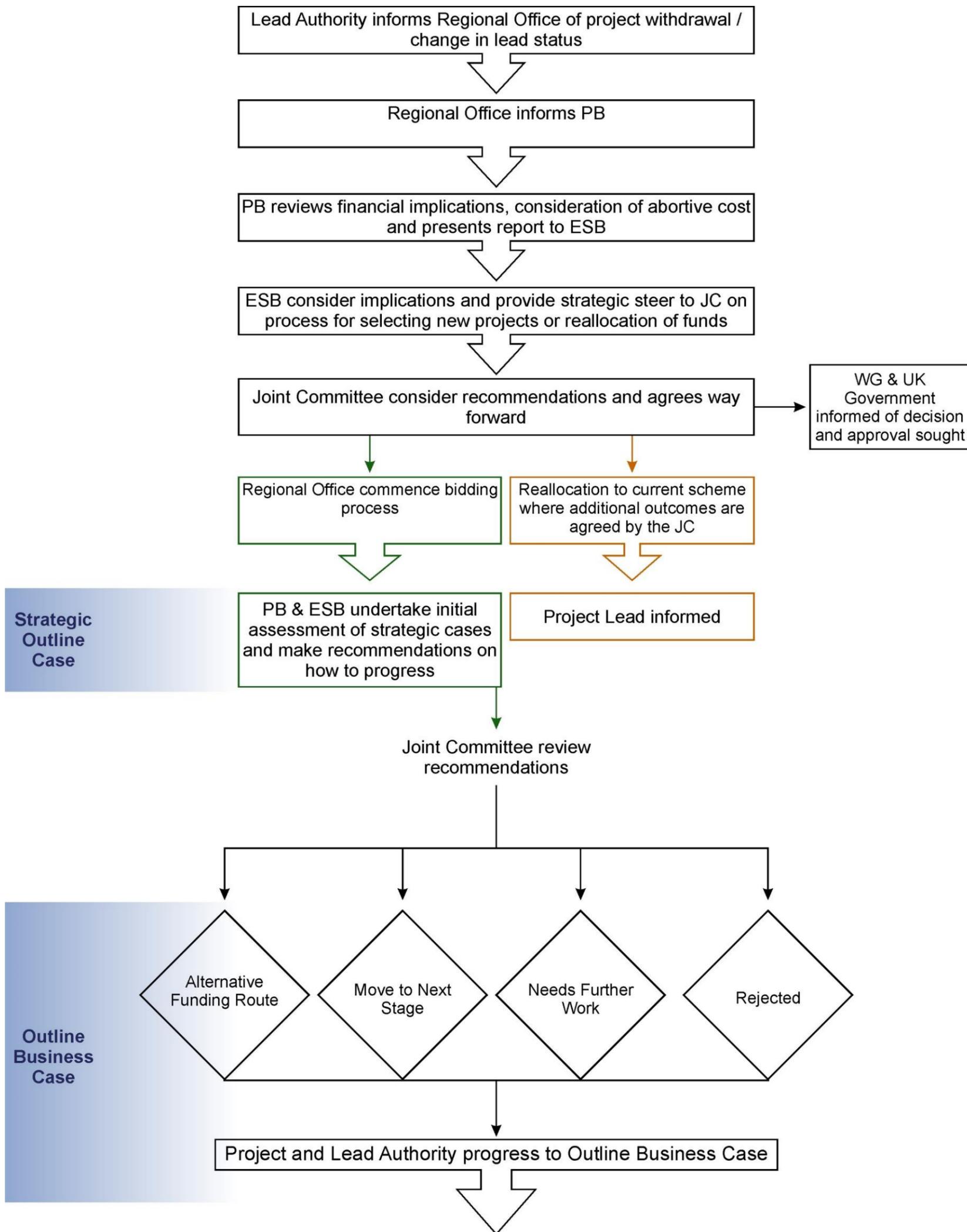
# SWANSEA BAY CITY DEAL FLOW OF FINANCES (LOCAL)



# 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.

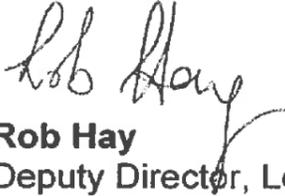


Parc Cathays • Cathays Park  
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CF10 3NQ

Llinell Ymholiadau Cymraeg 0845 010 4400  
English Enquiry Line 0845 010 3300  
Epost • 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](mailto: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**

<b>Welsh Local Authorities</b>
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 Glamorgan 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

<b>Welsh Fire &amp; Rescue Authorities</b>
North Wales Fire and Rescue Authority
South Wales Fire and Rescue Authority
Mid and West Wales Fire and Rescue Authority

<b>Welsh Police and Crime Commissioner</b>
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.



BUDDSODDWR MEWN POBL  
INVESTOR IN PEOPLE

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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](mailto: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.

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.

A handwritten signature in black ink that reads "Mark". The letters are cursive and slightly slanted to the right.

**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 save where they have the potential to impact materially on the overall portfolio of the City Deal Projects.~~

2.2 Scrutiny of individual Authorities projects' shall be a matter for the relevant Constituent Authorities' Scrutiny Committee. Where individual projects have the potential to impact materially on the overall portfolio of the City Deal Projects the Joint Scrutiny Committee may consider provided that the relevant constituent Authority Scrutiny Committee is in agreement and does not wish to undertake scrutiny themselves.

### 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 and Vice-Chair of the Joint 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 and access to information rules 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.
- ~~6-26.3~~ Members shall be entitled to Joint Committee papers in accordance with the procedure rules of the Council that undertakes the monitoring officer and democratic services function.

### 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 bi-monthly or on a frequency determined by the Joint Scrutiny Committee. 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 [Portfolio Management](#) Office when necessary.
- 6 You shall comply with any request for information from the [Portfolio Management Office](#) or the [monitoring officer undertaking the monitoring officer functions pursuant to this Agreement](#), 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 Joint Committee 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 [Portfolio Management](#) Office of your personal interests so that the [Portfolio Management](#) 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 [Portfolio Management](#) 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

DATE 2nd September 2019

### Update on the progress made on the Action Plan

#### RECOMMENDATIONS/KEY DECISIONS

For Members of the Joint Scrutiny Committee to note and scrutinise the Action Plan, Implementation Plan and Risk Register that are contained within the report.

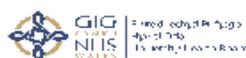
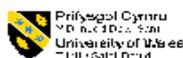
The Chair of the Swansea Bay City Region Joint Committee (Councillor Rob Stewart) will be present at the meeting to provide a response to any questions that the Scrutiny Committee may have.

#### REASONS

In the last meeting of the Joint Scrutiny Committee, Members requested an update on the progress on implementing the recommendations of both the external and internal reviews.

Following the independent and internal reviews, an action plan was developed to take forward the review recommendations. The attached action plan provides an update on progress being made against each of the recommendations.

The recommendations detailed within the action plan have emphasised the need for an implementation plan which forms the



basis for monitoring the delivery of the Swansea Bay City Deal Programme and a risk register which details the risks associated with the delivery of the Programme. These documents have been attached to provide the Scrutiny Committee with the opportunity to scrutinise the delivery of the programme.

**OFFICER CONTACT**

Name: **Charlotte Davies**

Telephone: 01639 763745

Democratic Services Officer  
(Neath Port Talbot Council).

Email: [c.l.davies2@npt.gov.uk](mailto:c.l.davies2@npt.gov.uk)



## SBCD Governance Review Recommendations – Action Plan

### External UK and Welsh Government Actica Review

Ref	Recommendation	Urgency	Action	Timescale	Progress Update – July 2019
XR1	Pre-scrutiny should be encouraged but direct and regular face-to-face contact between those writing the Business Cases and those providing comment upon them and advising those who will grant approval is essential.	Urgent by end March 2019	Arrange review sessions with Economic Strategy Board and Project leads as projects progress through business case development	n/a	Two face to face sessions held between ESB and Pembroke Dock Marine project leads as part of the review and business case development process. PDM is anticipated to be the next project put forward for formal review as part of tranche two for project approvals.
			Arrange review sessions with Governments and Project Leads as projects progress through business case development	n/a	Review session held between Government officials and Yr Egin and Swansea Waterfront project leads (March 21st 2019) Review session with PDM, HAPS and Governments currently being arranged
			Ensure reviewers have early sight of completed draft full business cases	n/a	Early drafts of HAPS, PDM and Skills and Talent business cases shared with PAL's and Governments
XR2	The Regional Office should be designated as a Portfolio Management Office, leveraging their skills with experienced Portfolio/Programme/Project Management (P3M) specialists.	Important by end June 2019	Establish portfolio management office under new Portfolio Director	Oct-19	It was agreed by Joint Committee on 28.05.19 that the PMO would be hosted by Carmarthenshire and based in Dafen, Llanelli but report directly to the new Portfolio Director who will report directly to the Chair of the Joint Committee.
			Develop PMO structure	Oct-19	A draft PMO structure has been drafted and will be discussed at Programme Board in July 2019. The structure may be subject to change following appointment of the Programme Director.
			Review and agree budget to facilitate new PMO	July-19	Proposals to be discussed at Programme Board and submitted to JC for approval in July 2019.
XR3	The City Team should (with the support of the Welsh Government Assurance Hub and IPA as necessary) put in place a best practice Integrated Assurance and Approval Plan (IAAP) for the Portfolio. All parties should specifically consider the OGC Gateway™ Review process as a key part of that plan.	Important by end March 2019	New Portfolio Director and PMO to consider relevance of Gateway Review Process	Oct-19	UK and Welsh Government have advised that this is not a requirement however due consideration should be given by the newly appointed Portfolio Director and PMO as to whether the process can add value to the management of the programme.
XR4	Under the chair of the JSC each SBCD board should consider the TORs and ways of working of each to ensure that they work as intended. In doing so they should take account of this review and of the outcome of the audits currently being undertaken.	Important by end March 2019	Review TOR's for each Board and agree any changes	June-19	Complete and recommendations forwarded to lawyers to make appropriate alterations to TOR.
			Review and agree distribution of functions	June-19	Report detailing proposals for distribution of functions was tabled at JC on 28.05.19 and endorsed. Handover of the Legal and Democratic support functions from Carmarthenshire County Council to Swansea Council was completed on 07.06.19.
			Update JCA to reflect any changes	Aug-19	Agreed at JC on 28.05.19 that Monitoring officers and CEXs will update the JCA to reflect recommendations of the review
			Develop process for and invite EOIs from potential advisors to supplement and broaden the role of the ESB	June-19	Draft under development. Programme Board to consider draft process in June 2019.
			Advertise for specialist advisors to the ESB	July-19	
XR5	A Portfolio Director should be appointed before May 2019 to ensure continuity of Swansea Bay City Deal leadership and independent authoritative advice to the Boards.	Urgent by end April 2019	Develop and agree job description	July-19	Draft job specification agreed by Joint Committee on 28.05.19 subject to agreement on recruitment process. Final job specification and associated budget to be considered by programme board and recommendations made to Joint Committee for approval to recruit.
			Identify and agree salary and associated budget	July-19	Proposals to be discussed at Programme Board and submitted to JC for approval in July 2019.
			Advertise post	July-19	
			Identify appointments panel	July-19	Reports to identify members of the appointments panel will be submitted to each Local Authority in July Council meetings.

## SBCD Governance Review Recommendations – Action Plan

XR6	The SBCD should be managed as a Portfolio not as a set of predetermined and immutable projects.	Important by end June 2019	Establish portfolio management office under new Portfolio Director	n/a ongoing	It was agreed on 28.05.19 that the PMO would be hosted by Carmarthenshire and based in Dafen, Llanelli but report directly to the new Portfolio Director who will report directly to the Chair of the Joint Committee. Some projects are currently under review to ensure portfolio approach.
XR7	For Yr Egin and Swansea Waterfront, the two business cases which we consider are close to final approval, senior UK Government and Welsh Government and Local Authority officials should aim to reach a swift conclusion to ensure that funding can flow as needed.	Immediate	Continue to push for immediate sign off of the first two business cases and release of the first £31m of City Deal funding.	n/a	Approvals are expected imminently

### Internal Regional Review

Ref	Recommendation	Action	Timescale	Progress Update - 31st May 2019
IR1	Redistribution of roles and functions to ensure an equitable balance across the SBCD Partnership, each acting as a check and balance for the other	See XR4 above		
IR2	Appointment of an independent Programme Director, securing the independence of the Lead Officer responsible for the Regional Office with a direct reporting line to the Joint Committee. Reconsideration of the funding arrangement for the RO could enable the associated costs to be contained within existing commitments	See XR5 above		
IR3	The local approach to the delivery of the SBCD projects needs to take account of the interdependencies across the Programme. Consideration should also be given to contingency plans if Government funding is withdrawn at a later date.	Establish Portfolio Management Office (PMO) to ensure the SBCD is managed as a portfolio of projects		See XR2 update above
		Ensure SBCD is managed as a Portfolio (XR6)		See XR6 update above
		Accountable body to work with Welsh Government, Project Authority Leads, Project Leads and, where appropriate, external lawyers to develop funding agreements / terms and conditions to incorporate necessary contingency plans.	Jul-19 and ongoing	Currently awaiting draft terms and conditions from Welsh Government in relation to the first two projects. Standard templates for the funding agreement between the Accountable Body and the Project Authority Lead and the funding agreement between the Project Authority Lead and Project Lead are currently being developed.
IR4	The Implementation Plan needs to be revised so that delivery of the projects is prioritised and approved by the Joint Committee. The Implementation Plan should be supported by a clear Programme Financial Plan and Risk Register before being resubmitted to UK & WG for approval. The Implementation Plan should form the basis for monitoring delivery of the Programme.	Update Implementation Plan	Mar-19	Complete
		Identify next tranche of priority projects	Mar-19	Next tranche approved by JC on 28.03.19
		Submit updated Implementation Plan to Govs	Mar-19	Complete and approved with caveat that timescales are updated as the next tranche of projects moves forward
		Ensure Risk Register is reviewed regularly.	Ongoing	Risk register is a standing agenda item at all Programme Board and Joint Committee meetings.
IR5	The Joint Committee, as a conduit for regeneration of the Region, needs to further establish its own identity in terms of overarching standard operating principles, values and expected practice. Key areas for consideration are highlighted within the CIPFA/SOLACE Delivering Good Governance in Local Government Framework 2016 for such a Partnership	Agree and establish overarching operating principles	Aug-19	
		PD / PMO to ensure all aspects of the SBCD governance structure are familiar with and operating in accordance with the agreed overarching operating principles.	Oct-19	Awaiting appointment of new PD / PMO
		Ensure PMO receive any training as required to achieve	Oct-19 onwards	Awaiting appointment of new PD / PMO

## SBCD Governance Review Recommendations – Action Plan

IR6	If the iterative process continues to cause a bottleneck once standards have been addressed, then there should be an approach to UK & WG to reconsider the process to eliminate disproportionate effort by all parties and to ensure that focus is on the deliverability of outcomes and not only on the standard of written documents. The relationship between individual LA's, project leads, the Regional Office and UK and WG's should be recast to establish strict communication lines. Such communication is currently inconsistent and is clearly contributing to confusion and delay.	See XR1 above		
		See IR8 below		
IR7	The Programme Board, Economic Strategy Board (ESB) and Joint Committee should receive written assurance (in a format to be agreed) that each business case submitted for approval has been subject to the required checks and process as defined within the JCA, including approval by the Lead Local Authority. This should ensure that all comments from UK & WG have been addressed and concerns highlighted by the ESB have been fully considered. There should be an evidence trail to ensure all parties are held accountable.	Develop a checklist to accompany future business case submission for formal review to all committees	Mar-19	Complete
IR8	The Regional Office, in its capacity as the SBCD Delivery Team should undertake detailed checks prior to entering into the iterative process or submitting to Programme Board and ESB, to ensure compliance with standard operating principles/values and provide an overview of the outcome of these checks, in order to provide independent assurance to the Programme Board and Joint Committee.	Review current iterative / informal review process and identify any opportunities for improvement.	Aug-19	Currently reviewing approach with UK and Welsh Government to ensure this is a quicker and more effective process for all parties going forward. UK and Welsh Government are developing a proposal to test with the next tranche of projects which should provide independent specialist assurance that relevant, detailed checks have been undertaken.
IR9 (a)	Membership and remit of the Programme Board and ESB needs to be reconsidered: (a) Programme Board needs to undertake detailed analysis of the financial viability, deliverability and risks to the project. The Programme Board should have detailed knowledge of the business cases and the feedback from UK & Welsh Government to ensure that business cases are of the standard and quality to be submitted for approval to Joint Committee. Current membership includes the Chief Executives of the four Local Authorities: this may be too onerous a commitment for the Chief Executives. Consideration should be given to the most suitable level of Management to commit to Programme Board (possibly Director or appropriate Head of Service ), consideration should be given to including a Section 151 Officer to provide financial scrutiny and challenge and appearance of lead project officers to present the case.	See XR4 above		

## **SBCD Governance Review Recommendations – Action Plan**

<p>(b) The ESB membership needs to be streamlined to enable a well functioning commercially minded appraisal function that is focused on identifying further opportunities for the Region and attracting inward investment. Current membership includes the Leaders of the four Local Authorities, which seems impractical given the ESB report to the Joint Committee. Consideration should be given to limiting membership of the ESB to the Private Sector, supported by Life Science &amp; Wellbeing and Further/Higher Education representatives, and the Regional Office Lead. There is an opportunity for the ESB to provide UK &amp; WG with the confidence that is currently lacking around the commercial case; consideration could be given to including a summary report from the ESB with the Full Business Case submission.</p>			
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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:** ,,,,,

v.21



## 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.

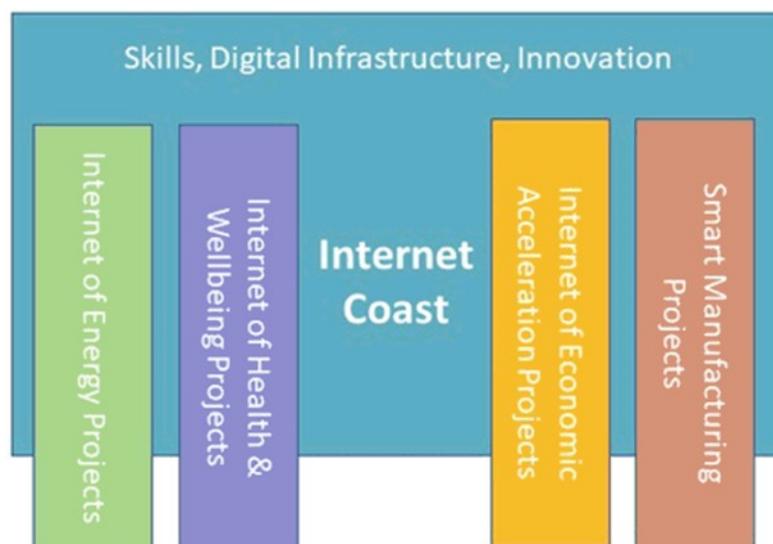
As outlined in the *Internet Coast*, the Strategic Vision for the Swansea Bay City Region is to create a super smart innovation region which will inform and advance solutions to some of the most pressing challenges of modern times in the areas of economic acceleration, smart manufacturing, energy, and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

## **2.0 Outcomes and benefits**

The aim 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:

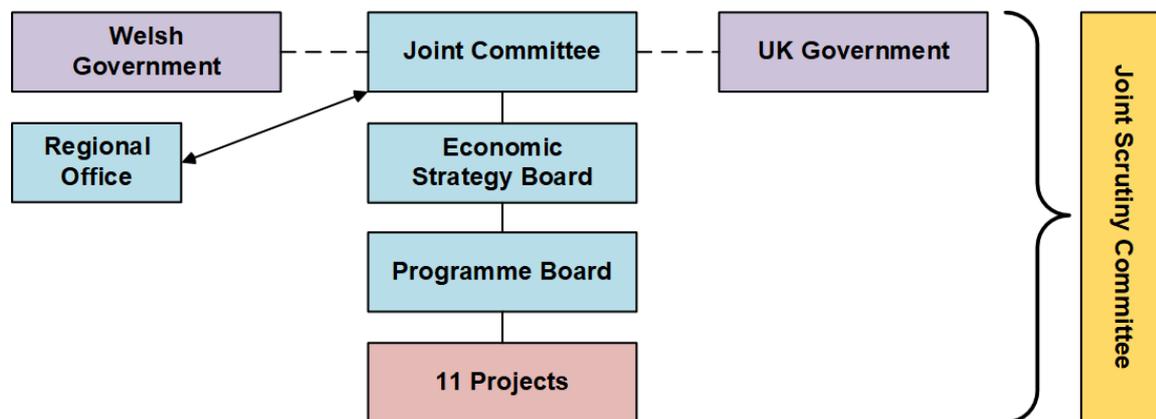
- Transform the regional economy
- Establish and maintain an effective and aligned skills base
- Create, prove and commercialise new technologies and ideas
- Be a recognised regional centre of excellence in:
  - Application of digital technologies
  - Life Science and Well-being
  - Energy
  - Advanced 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 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. The first formal meeting of this committee took place on 31<sup>st</sup> August 2018 when each of the four local authorities 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 have agreed to co-opt to the Joint Committee the Chair of the Economic Strategy Board, 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.

The Chair of the Economic Strategy Board has been appointed following an open competition exercise. 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. The Economic Strategy Board membership was agreed through a vote at the first formal meeting of the Joint Committee on 31<sup>st</sup> August 2018.

### **3.3 Programme Board**

The Programme Board is accountable to the Joint Committee and consists 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.

In order to maintain momentum, the Programme Board has been operating in shadow form since the signing of the Heads of Terms document,. The Board was formally established by the Joint Committee at its first meeting.

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.

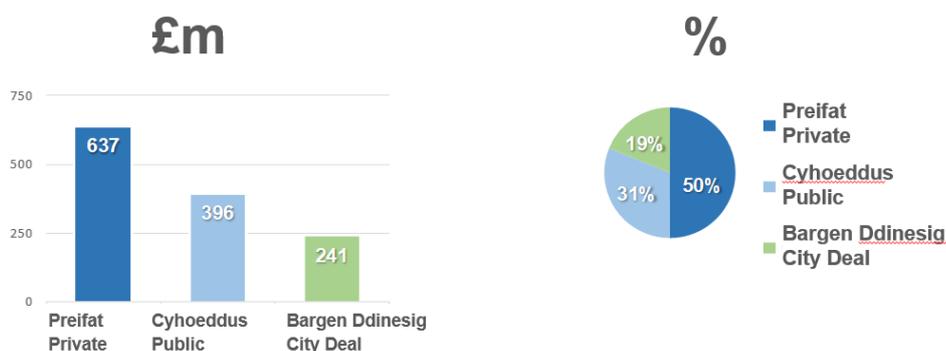
Summarised key actions for the Shadow/Formal Joint Committee include:

Category	Action	Timeframe (Using Calendar Year)	Responsibility
<b>Governance</b>	JCA & SBCD governance approved at Full Council meeting in each of the 4 LAs	Complete	4 LAs
	Formal agreement of JCA & SBCD governance	Complete	Joint Committee
	Formal establishment of Economic Strategy Board	Complete	Joint Committee /UKG & WG
	Establish Joint Scrutiny Arrangements	Complete	Neath Port Talbot I
	Formal approval of Implementation Plan	Qtr2 2019	Joint Committee
<b>Finance</b>	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 NNDR & Capitalisation	Qtr2 2019	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	Qtr2 2019	4 LAs / Joint Committee
<b>SBCD Project development /approval</b>	Agree submission process and timescales for projects to Governments	Complete	Regional Office / / UKG & WG / JC
	Agree project approval process	Complete	Accountable Body / 4 LAs / JC / UK & WG
<b>Legal and Procurement</b>	Draft SBCD JCA developed	Complete	Accountable Body/ LAs Section 151 Officers and Legal Officers
	Develop Economic Strategy Board TOR for approval	Complete	Accountable Body/ LAs Section 151 Officers and Legal Officers
	Develop City Deal Regional Procurement principles	Qtr2 2019	Accountable Body/Regional Office
	Contracts Register to be established to identify and report on community benefits	Qtr2 2019	Regional Office /Accountable Body
	Develop Template Funding Agreement between the Project Authority Lead and the Project Lead to allow the transfer of City Deal Funding	Qtr2 2019	Accountable Body/ LAs Section 151 Officers and Legal Officers/ Joint Committee
<b>Monitoring and Evaluation</b>	Programme Risk Register Developed	Complete	Regional Office/Accountable Body
	Final Version Monitoring and Evaluation Plan agreed	Qtr2 2019	Regional Office / UKG & WG
<b>Stakeholder Engagement</b>	Development and agreement of Business & Stakeholder Engagement Plan	Qtr2 2019 & Ongoing	Regional Office / Joint Committee

<b>Strategic Regional Functions</b>	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
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## 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)
<b>Internet of Economic Acceleration</b>				
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
<b>Internet of Life Science &amp; Well-being</b>				
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
<b>Internet of Energy</b>				
Homes as Power Stations	382.9	119.2	15.0	517.1
Pembroke Dock Marine	25.9	22.4	28.0	76.3
<b>Smart Manufacturing</b>				
Factory of the Future	3.2	10.3	10.0	23.5
Steel Science Centre	0.0	60.0	20.0	80.0
<b>TOTALS</b>	<b>637.4</b>	<b>395.9</b>	<b>241.0</b>	<b>1,274.3</b>

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.

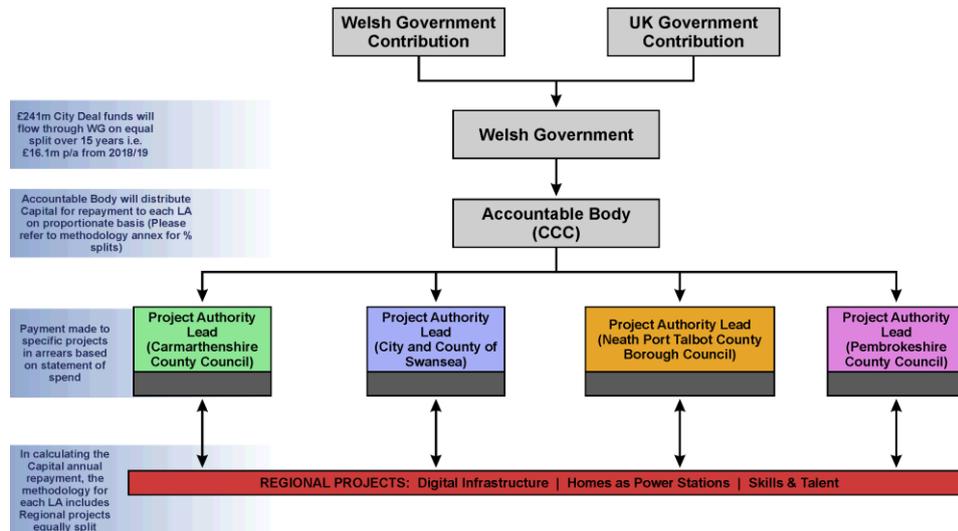
The exact level of borrowing and the structure and terms of the borrowing is yet to be confirmed at this point in time, however it will be calculated based on the amount required per relevant local authority, and will be in line with the individual local authority internal requirements. This is being 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

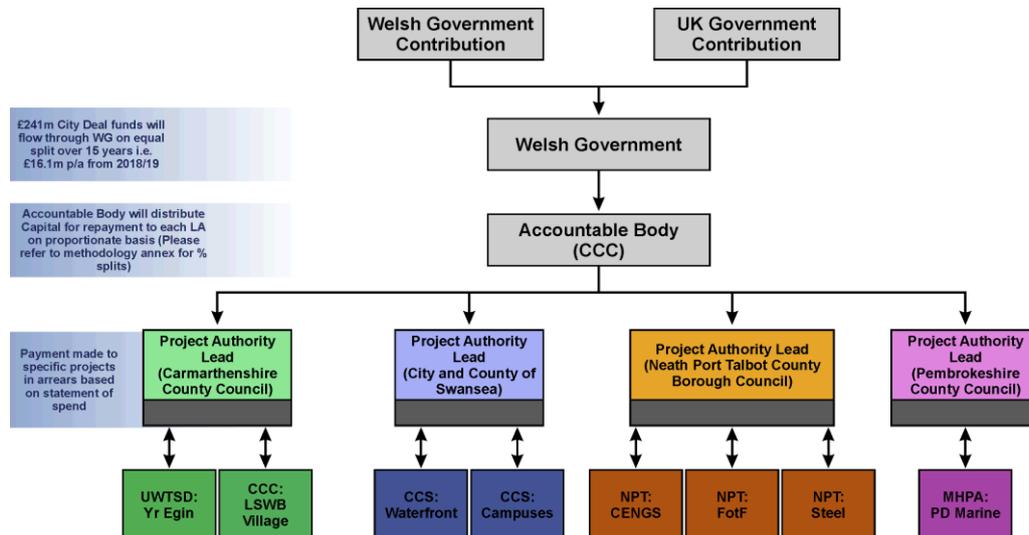
by the four Section 151 Officers of the four local authorities. Within the Joint Agreement appendices there is additional information that provides authorities with the support to utilise funding flexibilities.

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	4	4	IP signed off in principle at the first JC on 31st August 2018. IP will need to be reviewed in light of / following programme review due to be completed in Jan 2019.
	Delay in establishment of Economic Strategy Board	1	1	ESB Chair and membership approved at first formal Joint Committee meeting on 31st August 2018. Introductory session held on 19th September to assist members in their new role. Future meeting dates for the next 12 months set in advance, with scheduled frequency of ESB meetings increased to a monthly basis (or more frequently as required) to establish momentum in anticipation of a number of business cases coming forward.
Implementation	Delay in development of Business Cases by Project Leads	2	3	Critical dates 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. Two projects submitted for formal approval following sign off by City Deal Governance. Work to develop the other business cases continues.
	Delay in approval of City Deal Business Cases	2	3	JCA and governance structure 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. Joint Committee forward work programme approved in December 2018. Forward work programme for ESB to be approved Jan 18. Pending the outcome of UK and Welsh Government independent review and SBCD internal review in January 2019 the forward work programmes for these committees may need to be reviewed including timescales for approving business plans. The region will work closely to support both reviews in order to ensure timely approval of project business cases can still be obtained.

Category	Risk	Probability Scale Low 1:5 High	Impact Scale Low 1:5 High	Mitigation
	Business case is not approved / project falls	2	3	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. Findings of the UK and Welsh Government independent review and the internal SBCD review in Jan 2019 will further assure that the processes outlined in the previous update are robust and effective in mitigating the likelihood that a business case is not approved.
	Slippage in Programme delivery	3	3	Establish robust monitoring and evaluation framework to ensure programme and project delivery remains within agreed timescales and to ensure that all targeted 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. UK and WG independent review of the City Deal programme announced in December 2018 to be completed by end of January 2019. Corresponding internal review also to take place in January 2019 to provide assurance of the robustness of the Deal. It is impretive that these reviews are timely in order to prevent further delays in programme delivery and the region will work closely to support both reviews in order to ensure the City Deal achieves outcomes in a timely manner.
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. Series of dedicated business engagement sessions held in Nov 2018 to be repeated in 2019 and large private sector engagement event held in Dec 2018.
	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	3	4	For all projects, in addition to the 5 case model assessment, the Accountable Body will undertake an

Category	Risk	Probability Scale Low 1:5 High	Impact Scale Low 1:5 High	Mitigation
	contribution/s not in line with initial business case projections			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.

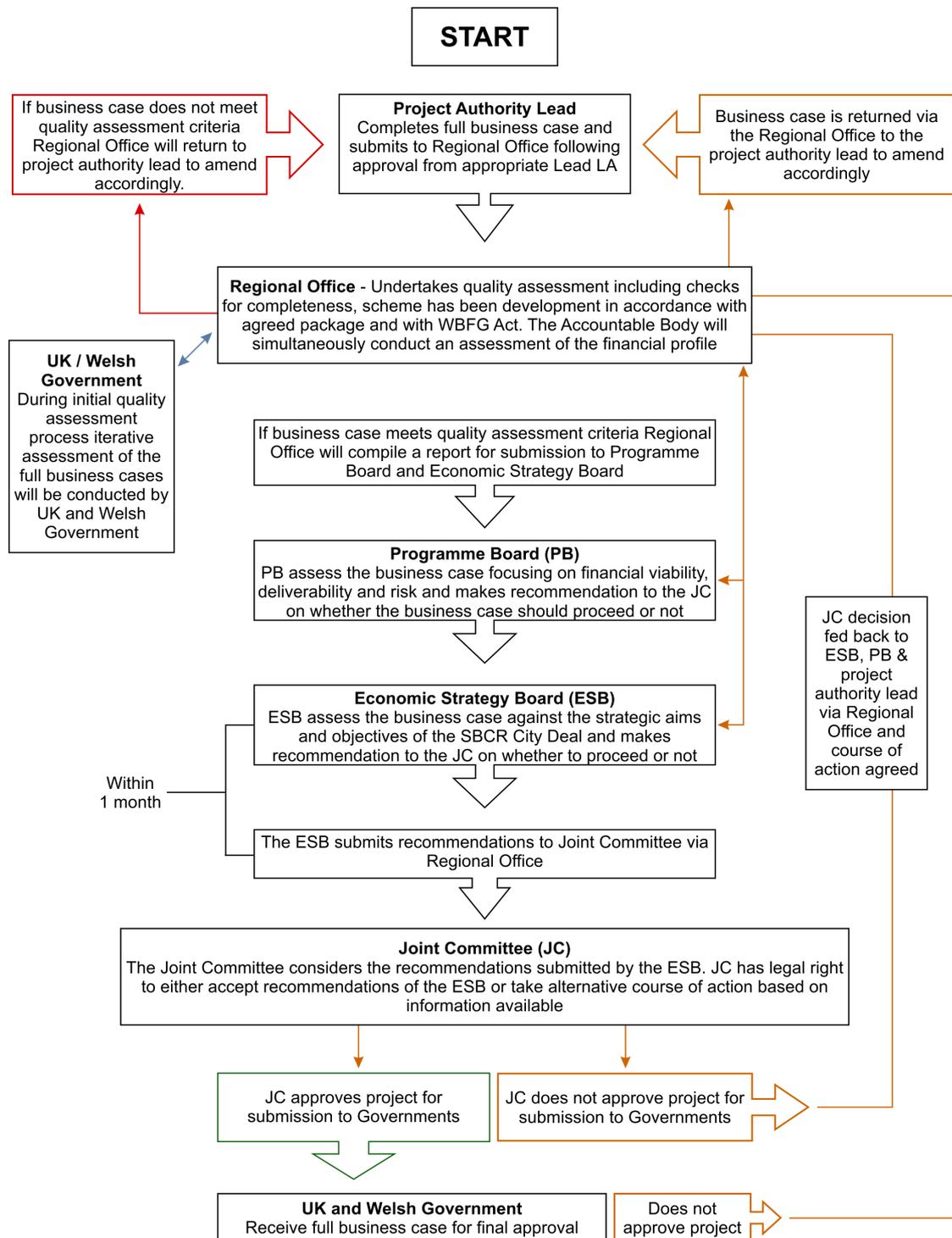
## **7. Procurement**

- Projects must set out how they will procure all project activity in line with the Swansea Bay City Deal Procurement principles ;
- 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:



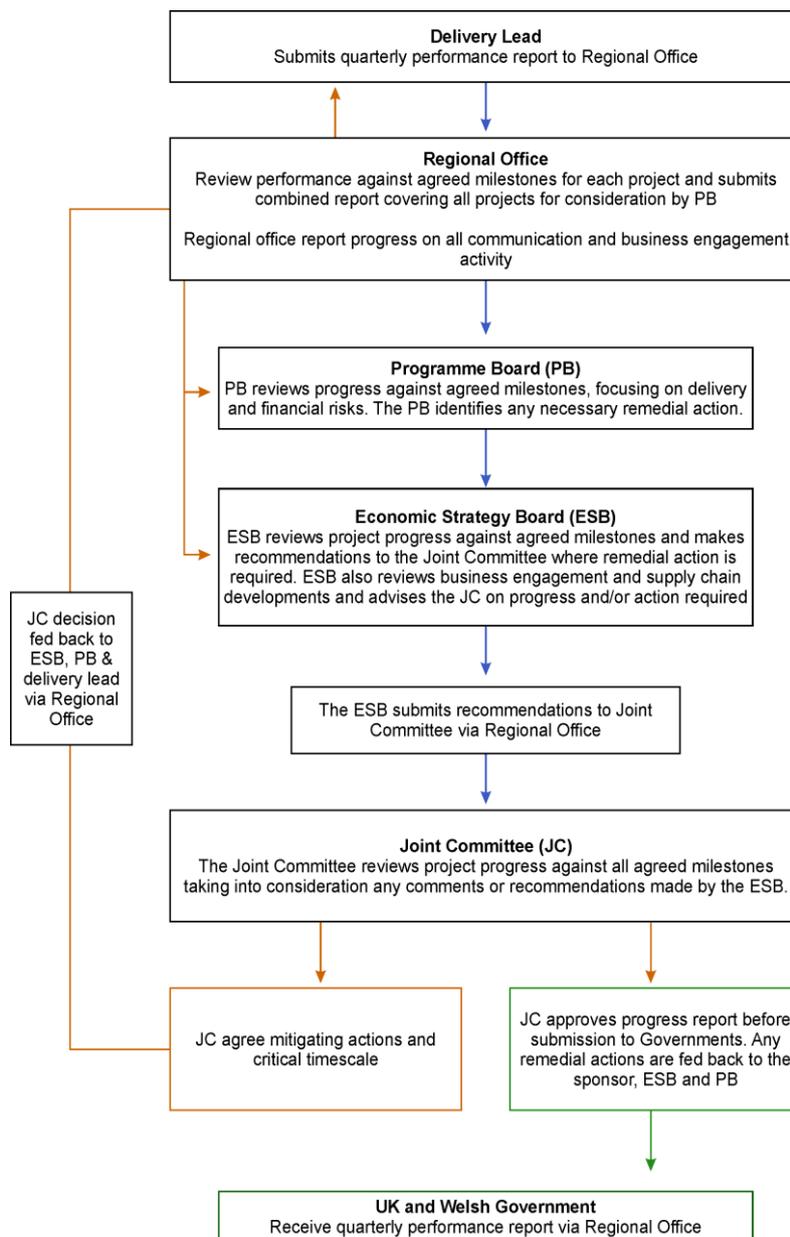
## 8.0 SBCD Programme Monitoring and Reporting

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.

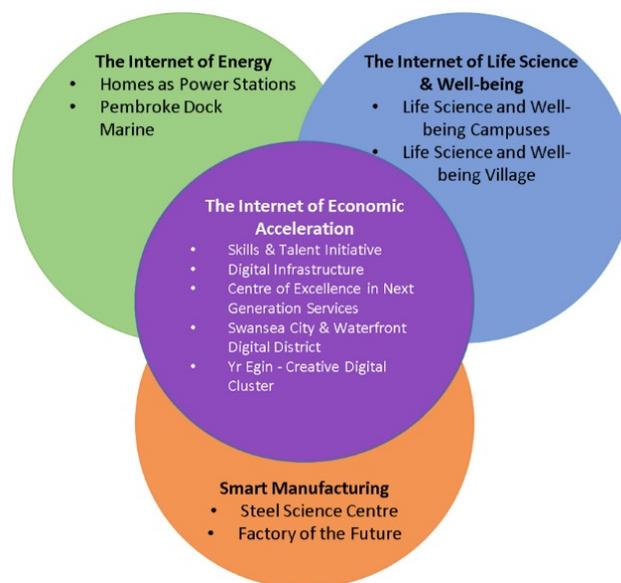
The role of the Joint Scrutiny Committee is to provide advice, challenge and support to the Joint Committee. The full terms and reference for the Joint Scrutiny Committee are set out in the Joint Committee Agreement.

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			
<b>Regional Project Authority Lead</b>	Carmarthenshire County Council		
<b>Project Delivery Lead</b>	Carmarthenshire County Council		
<b>Total Cost</b>	£30,000,000	<b>City Deal:</b>	£10,000,000
<b>Description</b>	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.		
<b>Key Milestones</b>	<b>Activity</b>	<b>Date (using calendar year)</b>	
	<b>Business Case Development</b>		
	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	
<b>Risks</b>	<b>Description</b>	<b>Mitigation</b>	
	<b>Operational</b>		
	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	The RLSP provides a platform to work across the public; private and education system. This partnership will		



<b>Authority Lead</b>				
<b>Project Delivery Lead</b>	Carmarthenshire County Council			
<b>Total Cost</b>	£55,000,000	<b>City Deal</b>	£25,000,000	
<b>Description</b>	<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"> <li>• Create digital infrastructure including gigabit fibre and the establishment of 5G testbeds that will enable innovation and entrepreneurship within the region</li> <li>• Expand the provision of 4G and Wi-Fi capabilities to benefit both urban and rural areas of the region</li> <li>• Develop digital infrastructure for key sectors including energy, manufacturing and life sciences</li> </ul>			
<b>Key Milestones</b>	<b>Activity</b>	<b>Date (using calendar year)</b>		
	<b>Business Case Development</b>			
	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	Qtr4 2018		
	Initial draft version 5 case business plan shared with UKG / WG	Qtr2 2019		
	Final review of draft business case by UKG / WG	Qtr2 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		
<b>Risks</b> Tbc - awaiting draft 5 case model	<b>Description</b>	<b>Mitigation</b>		
	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.					
<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case business model		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>TOTAL (£)</b>
	<b>Public</b>						
	<b>Private</b>	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000	30,000,000
	<b>City Deal</b>	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	25,000,000
	<b>TOTAL (£)</b>	<b>11,000,000</b>	<b>11,000,000</b>	<b>11,000,000</b>	<b>11,000,000</b>	<b>11,000,000</b>	<b>55,000,000</b>
<b>Dependencies</b>	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.						

<b>Swansea City &amp; Waterfront Digital District</b>		
<b>Project Authority Lead</b>	Swansea Council	
<b>Project Delivery Lead</b>	Swansea Council	
<b>Total Cost</b>	£174,673,000	<b>City Deal</b> £50,000,000
<b>Description</b>	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.	
<b>Key Milestones</b>	<b>Activity</b>	<b>Date (using calendar year)</b>
	Business Case Development	

	Initial draft business case shared with UK/WG	Qtr4 2017
	Final review of draft version business case by UKG / WG	Qtr4 2018
	Business case submitted to Council	Qtr4 2018
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr4 2018
	UKG/WG approval of the release of Government Funding for the project	Qtr2 2019
	<b>Project Development</b>	
	<b>Milestone Activity - Box Village</b>	
	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
	<b>Milestone Activity - Innovation Precinct</b>	
	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
	<b>Milestone Activity - Digital Village</b>	
	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
	<b>Milestone Activity - Digital Square &amp; Arena</b>	
	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
<b>Risks</b>	<b>Description</b>	<b>Mitigation</b>
	<b>Development</b>	
	Failure to obtain relevant approvals	All approval processes for the project will be identified to allow for 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-	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

ups and tech based businesses	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.
<b>Financial</b>	
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.
<b>Implementation</b>	
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.
<b>Operational</b>	
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 – figures may not sum due to rounding		2017/18	2018/19	2019/20	2020/21	2021/22		TOTAL (£)
	<b>Public</b>	11,861,000	16,812,000	29,640,000	23,466,000	2,923,000		<b>84,702,000</b>
	<b>Private</b>	238,000	3,498,000	13,268,000	19,839,000	3,128,000		<b>39,971,000</b>
	<b>City Deal</b>	5,626,000	9,332,000	15,715,000	14,602,000	4,725,000		<b>50,000,000</b>
	<b>TOTAL (£)</b>	<b>17,724,000</b>	<b>29,642,000</b>	<b>58,623,000</b>	<b>57,907,000</b>	<b>10,766,000</b>		<b>, 174,673,000</b>
<b>Dependencies</b>	Planning consents This project forms part of the overall Swansea Central regeneration plan.							

Yr Egin - Creative Digital Cluster		
<b>Project Authority Lead</b>	Carmarthenshire County Council	
<b>Project Delivery Lead</b>	University of Wales: Trinity Saint David	
<b>Total Cost</b>	£24,294,000	<b>City Deal</b> £5,000,000
<b>Description</b>	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.	
<b>Key Milestones</b>	<b>Activity</b>	<b>Date (using calendar year)</b>
	<b>Business Case Development</b>	
	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	Qtr4 2018
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr4 2018
	UKG/WG approval of the release of Government Funding for the project	Qtr2 2019
	<b>Project Development</b>	
	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
<b>Risks</b>	<b>Description</b>	<b>Mitigation</b>
	<b>Development</b>	
	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.
	<b>Implementation</b>	
	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.
	<b>Operational</b>	
	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.					
	<b>Financial</b>						
	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.					
<b>Financial Profile</b>		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>TOTAL (£)</b>
	<b>Public</b>	14,520,348	3,000,000	2,220,000	4,581,653	0	16,020,000
	<b>Private</b>	£348,000	£0	£0	£1,500,000	£0	4,150,000
	<b>City Deal</b>	£0	3,000,000	2,000,000		0	5,000,000
	<b>TOTAL (£)</b>	<b>14,868,348</b>	<b>0</b>	<b>4,220,000</b>	<b>6,081,653</b>		<b>25,170,000</b>
<b>Dependencies</b>	Planning consents						

<b>Centre of Excellence in Next Generation Services (CENGs)</b>				
<b>Project Authority Lead</b>	Neath Port Talbot County Borough Council			
<b>Project Delivery Lead</b>	Neath Port Talbot County Borough Council			
<b>Total Cost</b>	£55,500,000	<b>City Deal</b>	£23,000,000	
<b>Description</b>	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 <sup>nd</sup> stage space and will bridge the gap between research and innovation and the ability to launch, develop and grow commercial opportunities.			
<b>Key Milestones</b> Tbc - awaiting draft 5 case model	<b>Activity</b>	<b>Date (using calendar year)</b>		
	<b>Business Case Development - Capital</b>			
	Initial draft business case shared with UKG / WG	Qtr3 2019		
	Final review of draft version business case by UKG / WG	Qtr4 2019		
	Business case submitted to the Council	Qtr4 2019		
	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	Qtr3 2020		
	<b>Business Case Development – Revenue</b>			
	Initial draft business case shared with UKG / WG	Qtr4 2019		
	Final review of draft version business case by UKG / WG	Qtr1 2020		
Business case submitted to the Council	Qtr2 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	Qtr3 2020					
	<b>Project Development</b>						
	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					
<b>Risks</b> Tbc - awaiting draft 5 case model	<b>Description</b>	<b>Mitigation</b>					
	<b>Development</b>						
	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.					
	<b>Operational</b>						
	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.					
	<b>Financial</b>						
	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.					
	<b>Implementation</b>						
	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.						
<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case business model	<b>Capital &amp; Revenue</b>						
		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>TOTAL(£)</b>
	<b>Public</b>	0	3,000,000	0	2,500,000	0	<b>5,500,000</b>
	<b>Private</b>	2,000,000	3,500,000	5,750,000	6,750,000	9,000,000	<b>27,000,000</b>
	<b>City Deal</b>	2,500,000	6,500,000	4,750,000	5,250,000	4,000,000	<b>23,000,000</b>
	<b>Total (£)</b>	<b>4,500,000</b>	<b>13,000,000</b>	<b>10,500,000</b>	<b>14,500,000</b>	<b>13,000,000</b>	<b>55,500,000</b>
<b>Dependencies</b>	Planning consents						

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

<b>Project Authority Lead</b>	City and County of Swansea		
<b>Project Delivery Lead</b>	Swansea University		
<b>Total Cost</b>	£45,000,000	<b>City Deal</b>	£15,000,000
<b>Description</b>	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.		
<b>Key Milestones</b> Tbc - awaiting draft 5 case model	<b>Activity</b>	<b>Date (using calendar year)</b>	
	<b>Business Case Development</b>		
	Review of Outline Business Case	Qtr1 2018	
	Completed options appraisal	Qtr1 2018	
	Draft Full Business Case	Qtr1 2019	
	Partner Review of FBC	Qtr1 2019	
	Initial draft version 5 case business plan shared with UKG / WG	Qtr2 2019	
	Final review of draft version business case by UKG / WG	Qtr3 2019	
	Business case submitted to the Council	Qtr4 2019	
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr4 2019	
	UKG/WG approval of the release of Government Funding to the project	Qtr4 2019	
<b>Risks</b> Tbc - awaiting draft 5 case model	<b>Description</b>	<b>Mitigation</b>	
	<b>Development</b>		
	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.	
	<b>Implementation</b>		
	Procurement delays	Make use of existing procurement frameworks.	
	Appropriateness of partnering arrangements	Make use of existing procurement frameworks.	
	<b>Operational</b>		
	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.	
	<b>Financial</b>		
	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	

<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case business model		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>Total (£)</b>
	<b>Public</b>	5,000,000	10,000,000	5,000,000	0	0	<b>20,000,000</b>
	<b>Private</b>	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	<b>10,000,000</b>
	<b>City Deal</b>	2,500,000	2,500,000	5,000,000	5,000,000	0	<b>15,000,000</b>
	<b>TOTAL (£)</b>	<b>9,500,000</b>	<b>14,500,000</b>	<b>12,000,000</b>	<b>7,000,000</b>	<b>2,000,000</b>	<b>45,000,000</b>
<b>Dependencies</b>	Planning Consent						

<b>Life Science and Well-being Village</b>			
<b>Project Authority Lead</b>	Carmarthenshire County Council		
<b>Project Delivery Lead</b>	Carmarthenshire County Council		
<b>Total Cost</b>	£199,500,000	<b>City Deal</b>	£40,000,000
<b>Description</b>	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.		
<b>Milestones</b>	<b>Activity</b>	<b>Date (using calendar year)</b>	
	<b>Business Case Development</b>		
	Initial draft business case shared with UKG / WG	Qtr4 2017	
	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 to be submitted to the UKG/WG	Qtr2 2019	
	UKG/WG approval of the release of Government Funding to the project	Qtr3 2018	
	Revised business case submitted to Economic Strategy Board	Q2 2019	
	Revised business case submitted to the Council	Q3 2019	
	Revised business case formally submitted to Economic Strategy Board, Programme Board and Joint Committee	Q3 2019	
	UKG/WG approval of the release of Government Funding to the project	Q4 2019	
	<b>Project Development</b>		
	<b>Phase 1</b>		

	Undertake preparatory works on-site	Qtr2 2017
	Competitive Dialogue procurement exercise complete Collaboration Agreement signed	Qtr1 2018 Qtr3 2018
	<b>Phase 2</b>	
	Launch public exhibition Pre-Application Consultation (Outline Planning) Submission of outline planning Partner consultations on service change proposals	Qtr3 2017 Qtr1 2018 Qtr1 2018 From Qtr1 2018
	<b>Phase 3</b>	
	Establish JV governance structure Appoint a Development Partner Finalise business/service plans Commence building works	From Qtr2 2018 Qtr3 2018 From Qtr3 2018 Qtr1 2019
	<b>Phase 4</b>	
	Services / businesses setting up on site (Phase 1)	Qtr1 2021
	'Soft launch' (Phase 1) Post Implementation Review	Qtr1 2021 Qtr3 2021
<b>Risks</b>	<b>Description</b>	<b>Mitigation</b>
	Site Planning – environmental, ecological, land and other infrastructure planning issues could, potentially delay the project or as a worst case scenario result in project cessation	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.
	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.

<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case business model		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2020/21</b>	<b>2022/23</b>	<b>TOTAL(£)</b>
	<b>Public</b>	13,000,000	12,000,000	7,000,000	0	0	<b>32,000,000</b>
	<b>Private</b>	15,000,000	63,500,000	42,000,000	7,000,000	0	<b>127,500,000</b>
	<b>City Deal</b>	8,500,000	15,000,000	16,500,000	0	0	<b>40,000,000</b>
	<b>TOTAL (£)</b>	<b>36,500,000</b>	<b>90,500,000</b>	<b>65,500,000</b>	<b>7,000,000</b>	<b>0</b>	<b>199,500,000</b>
<b>Dependencies</b>	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			
<b>Regional Project Authority Lead</b>	Neath Port Talbot County Borough Council		
<b>Project Delivery Lead</b>	Neath Port Talbot County Borough Council		
<b>Total Cost</b>	£517,050,000	<b>City Deal:</b>	£15,000,000
<b>Description:</b>	<p>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.</p>		
<b>Milestones</b> Tbc - awaiting draft 5 case model	<b>Activity</b>	<b>Date (using calendar year)</b>	
	<b>Business Case Development</b>		
	Initial draft Strategic Case shared with RO	Qtr3 2018	
	Initial draft business case shared with UKG/WG	Qtr1 2019	
	Final review of draft version business case by UKG / WG	Qtr2 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	Qtr4 2019
	<b>Project Development</b>	
	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
	Consultants engaged to assist in development of the 5 case business model	Qtr2 2018
	Planning approved for Hafod Site - due to commence on site	Qtr3 2018
<b>Risks</b> Tbc - awaiting draft 5 case model	<b>Description</b>	<b>Mitigation</b>
	<b>Development</b>	
	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.
	<b>Operational</b>	
	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.
	<b>Financial</b>	
	Failure to secure funding package	Ensure credible and robust detailed business plan and financial profile is in place at outset.
	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.
	<b>Implementation</b>	
	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.					
<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case business model		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>TOTAL (£)</b>
	<b>Public</b>	6,425,000	14,075,000	22,950,000	31,900,000	43,800,000	<b>119,150,000</b>
	<b>Private</b>	23,075,000	47,675,000	73,050,000	102,600,000	136,500,000	<b>382,900,000</b>
	<b>City Deal</b>	2,900,000	4,400,000	4,400,000	3,000,000	300,000	<b>15,000,000</b>
	<b>TOTAL (£)</b>	<b>32,400,000</b>	<b>66,150,000</b>	<b>100,400,000</b>	<b>137,500,000</b>	<b>180,600,000</b>	<b>517,050,000</b>
<b>Dependencies</b>	Availability of sizeable local authority land banks across the region Planning Consents						

<b>Pembroke Dock Marine</b>			
<b>Project Authority Lead</b>	Pembrokeshire County Council		
<b>Project Delivery Lead</b>	Milford Haven Port Authority		
<b>Total Cost</b>	£76,320,001	<b>City Deal</b>	£28,000,000
<b>Description</b>	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.		
<b>Milestones</b> Tbc - awaiting revised business case	<b>Activity</b>	<b>Date (using calendar year)</b>	
	<b>Business Case Development</b>		
	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	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	Qtr2 2019	
	UKG/WG approval of the release of Government Funding to the project	Qtr3 2019	
	<b>Project Development</b>		
Amion Consultants engaged to develop 5 case business model	Qtr1 2018		
<b>Risks</b> Tbc - awaiting revised business case	<b>Description</b>	<b>Mitigation</b>	
	<b>Development &amp; Delivery</b>		

	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.							
	<b>Development</b>								
	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							
	<b>Implementation</b>								
	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.							
	<b>Operational</b>								
	Failure to attract developers/end users	Project partners to undertake market research to assess need and identify end user requirements.							
	<b>Financial</b>								
	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.							
<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case		<b>2017/18</b>	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>2023/24</b>	<b>TOTAL (£)</b>
	<b>Public</b>	488,312	893,296	3,264,551	5,423,322	4,827,544	3,795,575	332,187	19,024,787
	<b>Private</b>		632,346	410,000	1,536,000	3,177,090	6,160,110	1,530,572	13,446,118
	<b>City Deal</b>		0	2,275,565	3,474,044	5,486,095	9,728,676	7,035,620	28,000,000

business model	<b>TOTAL (£)</b>	<b>488,312</b>	<b>1,525,642</b>	<b>5,950,116</b>	<b>10,433,366</b>	<b>13,490,729</b>	<b>19,684,361</b>	<b>8,898,379</b>	<b>60,470,905</b>
<b>Constraints</b>	State Aid Rules								
<b>Dependencies</b>	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			
<b>Project Authority Lead</b>	Neath Port Talbot County Borough Council		
<b>Project Delivery Lead</b>	Swansea University		
<b>Total Cost</b>	£23,521,686	<b>City Deal</b>	£10,000,000
<b>Description</b>	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.		
<b>Key Milestones</b>	<b>Activity</b>	<b>Date (using calendar year)</b>	
	<b>Business Case Development</b>		
	Initial draft business case shared with UKG / WG	Qtr1 2018	
	Final review of draft version business case by UKG / WG	Qtr3 2019	
	Business case submitted to the Council	Qtr4 2019	
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr4 2019	
	UKG/WG approval of the release of Government Funding to the project	Qtr1 2020	
	<b>Project Development</b>		
	Finalise location	Qtr2 2012	
	Formalise project designs	Qtr3 2019	
	Procurement process commences build	Qtr3 2019	
	Contractor appointed	Qtr3 2019	
	Commence building work	Qtr4 2019	
New Centre Opens	Qtr4 2020		
<b>Risks</b> Tbc - awaiting revised business case	<b>Description</b>	<b>Mitigation</b>	
	<b>Development</b>		
	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.					
	<b>Operational</b>						
	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.					
	<b>Financial</b>						
	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.					
<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case business model		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>TOTAL (£)</b>
	<b>Public</b>	694,577	2,019,078	2,753,095	2,408,787	2,428,086	<b>10,303,623</b>
	<b>Private</b>	0	450,000	900,000	922,500	945,563	<b>3,218,063</b>
	<b>City Deal</b>	5,217,011	2,314,980	645,710	661,852	1,160,447	<b>10,000,000</b>
	<b>TOTAL (£)</b>	<b>5,911,588</b>	<b>4,784,058</b>	<b>4,298,805</b>	<b>3,993,139</b>	<b>4,534,096</b>	<b>23,521,686</b>
<b>Dependencies</b>	Planning Consent						

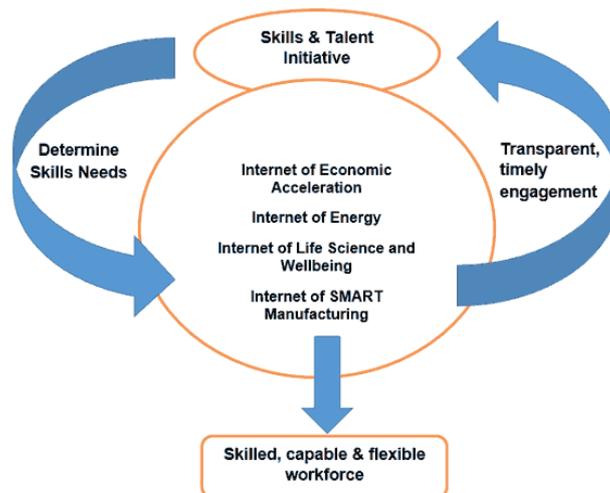
<b>Steel Science</b>			
<b>Project Authority Lead</b>	Neath Port Talbot		
<b>Project Delivery Lead</b>	Swansea University		
<b>Total Cost</b>	£80,000,000	<b>City Deal</b>	£20,000,000
<b>Description</b>	This project will lead to the creation of The National Steel Innovation Centre (NSIC), in the Neath 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.		
<b>Key Milestones</b> Tbc - awaiting 5 case model	<b>Activity</b>	<b>Date (using calendar year)</b>	
	<b>Business Case Development</b>		
	Initial draft version 5 case business plan shared with UKG / WG	Qtr4 2018	
	Final review of draft version business case by UKG / WG	Qtr3 2019	
	Business case submitted to the Council	Qtr4 2019	
	Business case submitted to Economic Strategy Board, Programme Board and Joint Committee for Approval of the project submission to the UKG/WG	Qtr4 2019	
	UKG/WG approval of the release of Government Funding to the project	Qtr1 2020	
<b>Project Development</b>			

	Finalise location	Qtr2 2019					
	Formalise project designs	Qtr3 2019					
	Procurement process commences build	Qtr3 2019					
	Contractor appointed	Qtr3 2019					
	Commence building work	Qtr4 2019					
	New Centre Opens	Qtr4 2020					
<b>Risks</b> Tbc - awaiting 5 case model	<b>Description</b>	<b>Mitigation</b>					
	<b>Developmental</b>						
	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.					
	<b>Operational Risks</b>						
	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.					
	<b>Financial Risks</b>						
	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.						
<b>Financial Profile</b> Note - these figures are subject to change during development and approval of the 5 case business model		<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>2021/22</b>	<b>2022/23</b>	<b>TOTAL (£)</b>
	<b>Public</b>	12,000,000	12,000,000	16,000,000	20,000,000	0	<b>60,000,000</b>
	<b>Private</b>	0	0	0	0	0	<b>0</b>
	<b>City Deal</b>	7,000,000	7,000,000	6,000,000	0	0	<b>20,000,000</b>
	<b>TOTAL (£)</b>	<b>19,000,000</b>	<b>19,000,000</b>	<b>22,000,000</b>	<b>20,000,000</b>	<b>0</b>	<b>80,000,000</b>
<b>Dependencies</b>	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 21<sup>st</sup> 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.

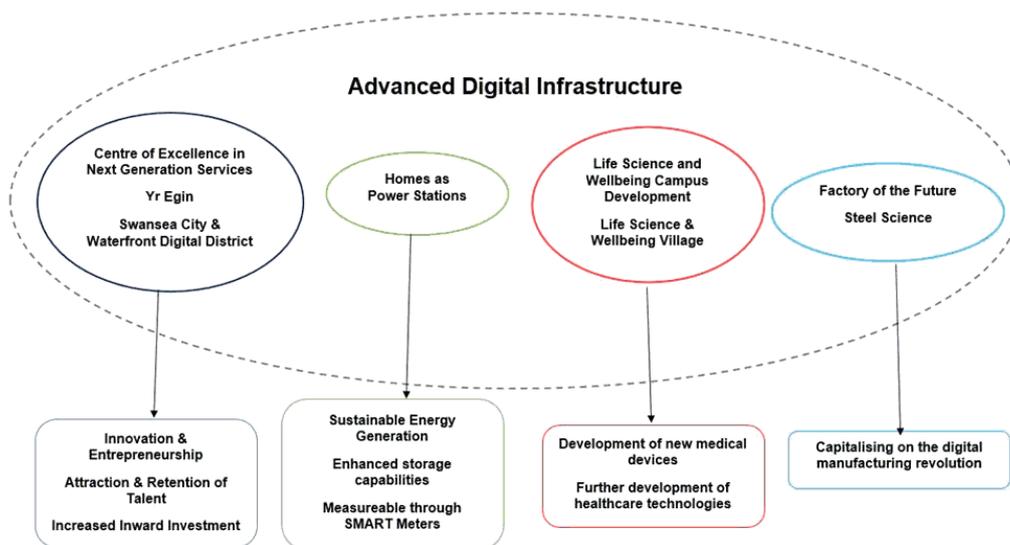
### **Interdependence 4 - The Internet of Economic Acceleration and the Internet of Life Science and Wellbeing**

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**

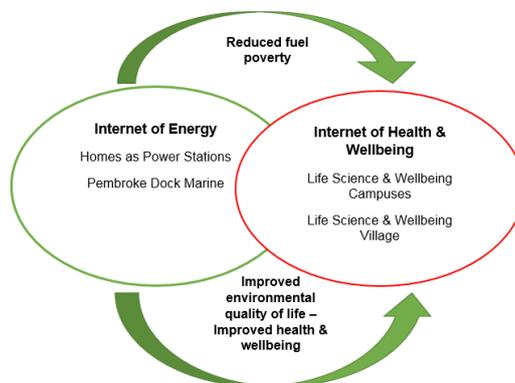
Both the Factory of the Future and the Steel Science projects are reliant on the use of next generation technologies. The Factory of the Future project is closely aligned to the principles of Industry 4.0 which is based on the themes of automation and data exchange in manufacturing technologies.

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



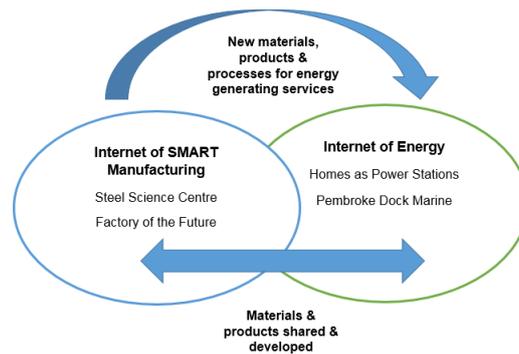
The economic profile of Wales has historically been shifting from a manufacturing dominated base resulting in more of an emphasis on fostering economic growth, development and social inclusion whilst ensuring that natural assets continue to provide the resources on which our wellbeing relies. This places 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.

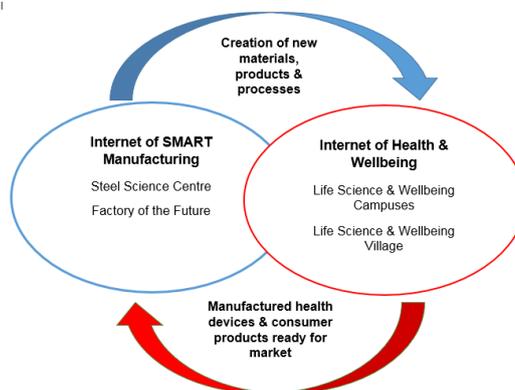
### Synergy 2 - Energy and Smart Manufacturing



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.

Swansea Bay City Deal Programme Risk Register

Original Assessment:- MARCH 2018

Latest Review Date:- JULY 2019

Summary - Immediate Risks

This summary details the risks which pose the most pressing potential challenges to delivery of the City Deal Programme. The summary provides a snapshot in time. Full details of all programme risks are detailed in the individual tabs and should be considered alongside this summary

Risk Group	Risk Description	Category	Owner	Potential Consequence	Inherent Probability	Inherent Impact	Inherent Rank	Latest Review Date	Latest Update/Contr of Actions	Current Probability	Current Impact	Current Rank
Developmental	Delay in approval of JCA	C6 C14	All	Unable to formally establish governance structures. Unable to draw down city deal funding. Unable to sign off project business cases. Risk of withdrawal of local authority / other partner from City Deal (see risks below)	3	5		01 Jul.19	Further to the findings and recommendations of the two SBCD reviews changes to the JCA will be required. A draft of the revised JCA will be considered by Programme Board and recommendations made to the Joint Committee in July 2019. The approved revised JCA will then need to be approved by the UK and Welsh Government. This may delay approvals of forthcoming projects.	3	2	
Implementation	Slippage in delivery of programme	C6 C14	JC	City Deal doesn't achieve the outcomes intended within the timescales agreed. Borrowing and recouperation does not accurately reflect spend	4	4		01.July.19	Both independent and internal reviews have been completed and recommendations accepted by SBCD Joint Committee. Implementation of the recommendations will require changes to existing procedures and may result in delays in programme delivery and project approvals for tranche two projects if these cannot be achieved quickly. Programme Board tasked with developing an implementation plan against the recommendations which will provide clarity on timescales, interim arrangements and potential impacts on overall programme delivery. Both Governments have confirmed that no project approvals, beyond those for Yr Egin and Digital District, will be granted until the Actica review recommendations have been implemented. A draft job description and associated revised budget for the recruitment of a Programme Director has been developed and will be discussed by Programme Board and recommendations made to Joint Committee in July 2019. Simultaneously reports will be presented to each individual Council's July meeting to identify representatives for an appointment panel. A draft of the revised JCA addressing the recommendations of both reviews will also be considered by Programme Board in July. An appointments process for the recruitment of specialist advisors to the ESB is also due to be published in July 2019.	4	3	
	Business case is not approved / project falls	C3 C11	RPAL / Delivery Lead	Project unable to proceed	3	5		01.July.19	Further to findings of the SBCD reviews a number of projects are currently under review and may be revised or substituted for an alternative scheme. This reflects recommendations of the SBCD reviews to increase flexibility of the programme. In addition outstanding issues around NNDR pose a significant threat to the Pembroke Dock Marine project in particular and if this continues to be unresolved the project may not be able to meet the required start date of their match funders. This may result in the project being unable to deliver certain elements as planned / at all. Control actions are as per previous update.	3	4	
	Change in project scope pre-business case approval	C11 C6	Delivery lead	Project no longer requires same amount of funding. Project no longer achieves the necessary outcomes required for City Deal funding. Project is not approved and therefore unable to proceed / proceed as planned.	4	4		01.July.19	Change in scope of the Pembroke Dock Marine project has been approved by Joint Committee. Further to findings of the SBCD reviews a number of other projects are currently under review and may be revised or substituted for an alternative scheme. This reflects recommendations of the SBCD reviews to increase flexibility of the programme. Any changes in scope will following the agreed review process as detailed in the JCA. Control actions are as per previous update.	5	4	
	Delay in development of business plans	C11 C14	RPAL / Delivery Lead	Delay in project start. Depending on critical timescale could impact projects ability to deliver proposed outcomes. Potential knock on affect for other projects ability to deliver and achieve outcomes.	5	3		01.July.19	Two projects have been formally submitted for approval. Following a meeting of the Welsh Cities and Growth Implementation Board these business case are imminently due to be recommended to Ministers for approval in principle. A second tranche of projects for business case development was agreed by Joint Committee on 28th March 2019. Further to findings of the SBCD reviews a number of projects are currently under review and may be subject to changes which delay the development of associated business plans. Any changes in scope will following the agreed review process as detailed in the JCA. In addition currently reviewing informal review approach with UK and Welsh Government to ensure this is a quicker and more effective process for all parties going forward. UK and Welsh Government are developing a proposal to test with the next tranche of projects which should reduce time required to develop business cases to an appropriate standard.	3	3	
	Delay in approval of business plans	C11	PAL / RO / JC / Govs	Delay in project start. Depending on critical timescale could impact projects ability to deliver proposed outcomes. Potential knock on affect for other projects ability to deliver and achieve outcomes.	3	4		01.July.19	Further to findings of the SBCD reviews changes are required to the processes by which business cases are approved. Whilst this will not delay approval of tranche 1 projects it could potentially have an impact on the approval of future tranches of projects.	3	3	
	Withdrawal of Local Authority Partner	C3 C6 C11	JC	Potential for projects to fall as lack of funding / borrowing available from the project lead authority. Loss of funding for regional projects and regional support structures. Potential need to reduce scale of regional projects and / or withdraw scheme from local authority area. Unable to achieve outcomes of City Deal.	3	5		01.July.19	Following findings of SBCD Reviews NPT Council will review City Deal involvement over the next six months. All partners continue to work to address recommendations of the reviews. JCA signed by each LA which clearly sets out agreed provisions for such a scenario.	3	5	
	Failure to identify / secure revenue funding	C3 C6 C11 C14	Accountable Body	Four projects, including one regional project, unable to proceed.	5	5			Awaiting Update			

Financial	Failure to agree NNDR (rates retention) flexibility	C3	Accountable Body	Local authorities unable to borrow required for projects	4	5			Awaiting Update			
	Private sector funding contribution/s not in line with initial business case projections	C3	Delivery Lead	Overall impact of the City Deal not realised. Project cannot deliver full scheme. Project is unsustainable	5	5			Awaiting Update			
	EU match funding contributions not in line with initial business case projections	C3	Delivery Lead	Overall impact of the City Deal not realised. Project cannot deliver full scheme. Project is unsustainable	5	5			Awaiting Update			
	Timeframe for end of current EU funding programmes	C3	All	Unable to deliver full funding package at both project and programme level	3	3			Awaiting Update			
	Failure to achieve full funding package	C3	All	Project potentially unable to delivery or to deliver full scale of anticipated project outcomes	3	5			Awaiting Update			

Swansea Bay City Deal Programme Risk Register

Development Risks

Original Assessment: March 2018 Latest Assessment:- 01 July 2019

Risk Description	Category	Owner	Potential Consequence	Inherent Probability	Inherent Impact	Inherent Rank	Control Actions	Revised Probability	Revised Impact	Revised Rank	Review Date	Review Update/Control Actions	Revised Probability	Revised Impact	Revised Rank	Review Date	Review Update/Control Actions	Revised Probability	Revised Impact	Revised Rank	Review Date	Review Update/Control Actions	Revised Probability	Revised Impact	Revised Rank					
Delay in approval of JCA	C6 C14	All	Unable to formally establish governance structures. Unable to draw down city deal funding. Unable to sign off project business cases. Risk of withdrawal of local authority / other partner from City Deal (see risks below)	3	5	15	Local authority legal and financial working group established and meeting regularly with contractors to ensure agreement reflects requirements of all parties. Regular updates to Joint Committee and drafts regularly submitted to Joint Committee and Governments for review.	2	5	10	1.Oct.18	JCA formally approved by each of the four local authorities at meetings of the full Councils in June and July. JCA endorsed by JC at first formal meeting on 31st August 2018	1	1	1	01.Jan.19	As previous update	1	1	1	15.Apr.19	Further to the findings and recommendations of the two SBCD reviews changes to the JCA will be required. The full scale and requirements of the changes are currently being assessed but will require approval by the Joint Committee, UK and Welsh Government and could require re-submission to the four Councils. This may delay approvals of forthcoming projects.	3	2	6	01 Jul.19	Further to the findings and recommendations of the two SBCD reviews changes to the JCA will be required. A draft of the revised JCA will be considered by Programme Board and recommendations made to the Joint Committee in July 2019. The approved revised JCA will then need to be approved by the UK and Welsh Government. This may delay approvals of forthcoming projects.	3	2	6
Delay in approval of Implementation Plan	C6 C14	RO	Delay in overall mobilisation and delivery of City Deal programme and agreement of formal Joint Committee work programme.	3	3	9	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.	2	3	6	1.Oct.18	IP signed off in principle at the first JC on 31st August 2018. Final IP to be reviewed and endorsed by JC at next meeting following approval by UK and Welsh Government	1	1	1	01.Jan.19	IP signed off in principle at the first JC on 31st August 2018. IP will need to be reviewed in light of / following programme review due to be completed in Jan 2019.	5	4	20	15.Apr.19	Implementation Plan is due to be recommended to Ministers for approval. It has been agreed with UK and Welsh Government that the document will be a "live" document going forward and updated as project approvals are granted to reflect final business cases. Following Ministerial approval the JC will need to formally review and approve the Implementation Plan.	2	2	4	01 Jul.19	Implementation Plan is due to be recommended to Ministers for approval. It has been agreed with UK and Welsh Government that the document will be a "live" document going forward and updated as project approvals are granted to reflect final business cases. Following Ministerial approval the JC will need to formally review and approve the Implementation Plan.	2	2	4
Delay in establishment of ESB	C14	JC / UKG & WG	Formal governance structure incomplete. Unable to begin formal review of business cases. Lost opportunity of private sector direct involvement to inform and assist in the wider economic development of the SBCD Region.	4	5	20	Recruitment process agreed with UK & Welsh Government. Early and frequent communication re: regional decisions / recommendations	3	5	15	1.Oct.18	ESB Chair and membership approved at first formal Joint Committee meeting on 31st August 2018. Introductory session held on 19th September to assist members in their new role. Future meeting dates for the next 12 months set in advance, with scheduled frequency of ESB meetings increased to a monthly basis (or more frequently as required) to establish momentum in anticipation of a number of business cases coming forward.	1	1	1	01.Jan.19	As previous update	1	1	1	15.Apr.19	This risk is no longer live and will be removed from future updates.	-	-	-	01 Jul.19	This risk is no longer live and will be removed from future updates.	-	-	-
Competing priorities of partners	C6 C14	JC	City Deal issues are not considered a priority and therefore sufficient resources are not dedicated causing potential otherwise unnecessary delays in delivery or achievement of outcomes.	4	3	12	Ensure partners are engaged fully from the outset and that the benefits and potential opportunities of the City Deal partnership, and their involvement are clearly articulated. Ensure opportunities for open and honest dialogue regarding competing pressures. Establish support mechanisms to assist partners with competing priorities to allow them to be as involved as possible. Set up annual meeting schedule to enable effective time management for all partners. Provide regular electronic updates and briefings inbetween meetings on progress / key issues	2	2	4	1.Oct.18	Timetable of meetings for 2019 circulated August 2018 to allow partners to organise diaries in advance. Fortnightly updates circulated to all committee members. Nominated substitutes identified for Joint Committee to further enable organisations to be represented at all times.	2	1	2	01.Jan.19	As previous update	2	1	2	15.Apr.19	As per previous update	2	1	2	01 Jul.19	As per previous update	2	1	2
Stakeholders misunderstand the objectives / benefits / purpose of the City Deal	C13 C6	RO	Lack of support for City Deal. Disengagement due to confusion or lack of understanding. Support for City Deal but based on inaccurate understanding. Potential for negative media and social media coverage, undermining the City Deal brand and objectives	3	3	9	Employed dedicated communication and engagement officer to act as central point of contact for all City Deal related communications. Establish a communications group of key comms officers within all City Deal partner and project lead organisations to ensure consistency and up to date information. Provide regular updates to all partners or programme and project progress. Monitor tweets, press releases, articles etc relating to City Deal and ensure, where appropriate, a response is issued promptly. Regular proactive comms and marketing of the City Deal keeping stakeholders up to date with activities, coverage and outcomes.	2	3	6	1.Oct.18	SBCD Business Engagement Officer in post. SBCD Business Engagement Plan currently being drafted outlining opportunities, plans and indicative timescales for engagement with businesses. SBCD Communications Officer in post. Draft SBCD Communication Plan developed for consideration by governance structures including key messages, key stakeholder groups, opportunities, plans and timescales for engagement. Daily tweets, monitoring of news articles and responding to press enquiries. Representation at a number of public and business engagement events to raise awareness and spread consistent messages about the SBCD.	2	2	4	01.Jan.19	In addition to ongoing work included in previous update eight dedicated Business Engagement Sessions held throughout November 2018 and large Regional Regeneration event held in early December 2018 primarily targeting private sector businesses within the region to raise awareness of the City Deal and other opportunities within the Region.	2	2	4	15.Apr.19	Daily tweets, monitoring of news articles and responding to press enquiries. Representation at a number of public and business engagement events to raise awareness and spread consistent messages about the SBCD. Coordinated public communication in response to publication of two SBCD reviews. Public promotion of SBCD approvals of Yr Egin and Swansea City and Waterfront Digital District and anticipated Government approval of the schemes.	2	2	4	01 Jul.19	As per previous update	2	2	4



Swansea Bay City Deal Programme Risk Register

Operational Risks  
Original Assessment: Latest Assessment: 01 July 2019  
March 2018

Risk Description	Category	Owner	Potential Consequence	Inherent Probability	Inherent Impact	Inherent Rank	Control Actions	Revised Probability	Revised Impact	Revised Rank	Review Date	Review update	Revised Probability	Revised Impact	Revised Rank	Review Date	Review Update/Control Actions	Revised Probability	Revised Impact	Revised Rank	Review Date	Review Update/Control Actions	Revised Probability	Revised Impact	Revised Rank					
Withdrawal of Local Authority Partner	C3 C6 C11	JC	Potential for projects to fall as lack of funding / borrowing available from the project lead authority. Loss of funding for regional projects and regional support structures. Potential need to reduce scale of regional projects and / or withdraw scheme from local authority area. Unable to achieve outcomes of City Deal.	3	5		Ensure JCA is agreed by all local authority partners and includes provisions for such a scenario.	2	5		1.Oct.18	JCA signed by each LA which clearly sets out agreed provisions for such a scenario.	1	2		01.Jan.19	As previous update	1	2		15.Apr.19	Following findings of SBCD Reviews NPT Council will review City Deal involvement over the next six months. All partners continue to work to address recommendations of the reviews. JCA signed by each LA which clearly sets out agreed provisions for such a scenario.	3	5		01.July.19	As per previous update	3	5	
Withdrawal of other partner	C3 C6 C11	JC	Reduction in funding for regional support structures, potential impact on ability to achieve broader outcomes of City Deal re: improving public service delivery and other strategic regional functions	3	4		Develop arrangements with other partners who are not subject to the JCA to reflect provisions for withdrawal	2	4		1.Oct.18	As per previous update. Co-opted members signed code of conduct and declaration of interest.	2	4		01.Jan.19	As previous update	2	4		15.Apr.19	As per previous update	2	4		01.July.19	As per previous update	2	4	
Slippage in delivery of programme against key milestones		JC	City Deal doesn't achieve the outcomes intended within the timescales agreed. Borrowing and recuperation does not accurately reflect spend	3	4		Establish robust monitoring and evaluation framework to ensure programme and project delivery remains within agreed timescales and to ensure that all targeted 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.	2	4		1.Oct.18	Ongoing monitoring of programme and project delivery and of programme level financial profiling	2	3		01.Jan.19	UK and WG independent review of the City Deal programme announced in December 2018 to be completed by end of January 2019. Corresponding internal review also to take place in January 2019 to provide assurance of the robustness of the Deal. It is imperative that these reviews are timely in order to prevent further delays in programme delivery and the region will work closely to support both reviews in order to ensure the City Deal achieves outcomes in a timely manner.	3	3		15.Apr.19	High level monitoring and evaluation plan agreed with Governments. Ongoing monitoring of programme and project delivery and of programme level financial profiling.	2	3		01.July.19	As per previous update	2	3	
Failure to engage relevant stakeholders including industry and private sector	C13 C6	RO / Delivery Leads	City deal does not achieve the anticipated long term change / outcomes. Lack of support / engagement with City Deal and related projects.	3	4		Employed dedicated communication and marketing officer. Establish dedicated communication group of key partners and project leads. Utilise different mediums and methods of communication to reach a range of audiences / stakeholders. Hold a variety of events appealing to a range of audiences. Work with project leads to identify targeted stakeholders and develop specific marketing tools for engagement with identified groups. Targeting of specific stakeholders on social media. Promotion and regular update of a cutting-edge City Deal website. Number of key partners already engaged. Ensure early and ongoing involvement through public events, procurement and supply events for example.	2	3		1.Oct.18	Economic Strategy Board in place 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.	2	1		01.Jan.19	SBCD Business Engagement Officer in post. SBCD Business Engagement Plan and Procurement strategy currently being drafted outlining opportunities, plans and indicative timescales for engagement with businesses. SBCD Communications Officer in post. Draft SBCD Communication Plan developed for consideration by governance structures including key messages, key stakeholder groups, opportunities, plans and timescales for engagement. Response to media, public and partner queries. Representation at a number of public and business engagement events to raise awareness and spread consistent messages about the SBCD. Series of dedicated business engagement sessions during Nov 2018 to be replicated in 2019. In addition a private sector / local industry focused event in early December 2019.	2	1		15.Apr.19	SBCD Business Engagement Officer in post. SBCD Business Engagement Plan and Procurement strategy reviewed by Economic Strategy Board and City Deal project leads in preparation for consultation with regional business community. Daily tweets, monitoring of news articles and responding to press enquiries. Representation at a number of public and business engagement events to raise awareness and spread consistent messages about the SBCD.	2	1		01.July.19	As per previous update	2	1	
Initial Procurement exercises fail to benefit the local supply chain. Programme Procurement Principles	C6 C7 C13	All	City Deal does not achieve the anticipated long term change / outcomes. Lack of support / engagement with City Deal and related projects. Potential for negative publicity and loss of credibility.	3	5		Procurement Action Plan developed. Programme Procurement Principles drafted. Procurement Principles aligned to the WbFG Act. Industry engagement has identified key concerns/issues to be addressed in the Principles. Project Lead meetings planned with speakers on key topics of concern. Industry B2B events to be held. ESB/JC to endorse principles.	3	4		01-Oct-18	Economic Strategy Board in place 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.	3	4		01.Jan.19	Procurement principles to be discussed by ESB in February 2019. Register of City Deal procurement opportunities to be developed to ensure local supply chain are aware of and prepared for forthcoming opportunities.	3	4		15.Apr.19	SBCD Business Engagement Plan and Procurement strategy reviewed by Economic Strategy Board and City Deal project leads in preparation for consultation with regional business community. Register of City Deal procurement opportunities to be developed and promoted on Sell2Wales to ensure local supply chain are aware of and prepared for forthcoming opportunities.	2	4		01.July.19	As per previous update	2	4	
Negative media coverage	C13	RO	Negative image of City Deal portrayed to all stakeholders and consequently the opportunities afforded by the City Deal are not realised at all levels. Disengagement of industry, business and social stakeholders alike. Potential for further negative coverage from other media, given damage to City Deal reputation and the opportunity for follow-up questions / diary markers to scrutinise City Deal progress / previous statements.	3	4		Dedicated communications officer in place to manage media enquiries, monitor all press releases, posts etc relating to City Deal and develop appropriate response where necessary. Ensure regular press releases on positive news and progress. Further develop relationships with key journalists across the region. Develop contacts with specialist publications and websites. Regular, pro-active comms (press releases and social media) on City Deal milestones/updates/facts and good news stories. Inclusion of video and audio content to accompany press releases and social media posts, when appropriate. Regular proactive comms updates to key identified stakeholders across the region. Approved statements to be sent in response to media queries on deadline, accompanied by discussions with the reporter asking the question(s). Discussions with news editors/editors to try to influence the tone of coverage. Approved press releases and statements to be sent to identified stakeholders in advance of online or offline publication. City Deal news/updates to be regularly added to the City Deal website.	2	3		1.Oct.18	As previous update	2	3		01.Jan.19	In addition to the previous update following the announcement of independent and internal reviews, the City Deal's communications officer is responding to media queries, when approached, and monitoring media coverage/social media mentions relating to the reviews. The communications officer will also work with both governments to ensure inclusion of key City Deal messages, if possible, in any communications related to the outcome of the independent review. If appropriate, pro-active social media activities and liaison with the media will continue to take place while the reviews are ongoing. Communications will also be prepared for potential release to partners, the media and other stakeholders once the outcome of the reviews has been announced. These communications - aimed at both residents and businesses - will highlight key messages aimed at maintaining confidence in the delivery of the City Deal.	3	3		15.Apr.19	Coordinated press activity in response to publication of two SBCD reviews. Important to maintain this as recommendations are implemented to ensure clear and consistent messages. Positive media activity around SBCD approvals of Yr Egin and Swansea City and Waterfront Digital District and anticipated Government approval of the schemes. Other control measures as per original measures.	3	3		01.July.19	As per previous update	3	3	
Silo mentality / working	C13 C6	All	Projects do not make the cross connections and the whole system opportunity for change is not realised. Ambitions of the City Deal are not embedded into organisational aims and the transformational potential of the deal is therefore not realised. City Deal is viewed and delivered via status quo rather than challenging and positively transforming the delivery of industry and public services in the region	4	3		Regular project leads meetings to identify opportunities for cross project working. Digital Infrastructure and Skills and Talent projects to meet with other project leads on a 121 basis to ensure the cross cutting themes of skills and digital are incorporated into all project plans.	2	3		1.Oct.18	As previous update	2	3		01.Jan.19	As previous update	2	3		15.Apr.19	Further to recommendations of SBCD reviews to increase flexibility of the programme it is important that there is regular dialogue between partners to ensure any changes in projects meet the needs of the region.	2	3		01.July.19	As per previous update	2	3	
Lack of alignment of communications between partners	C13 C6	RO	Confused / inconsistent / unclear messages given out. Disengagement of stakeholders due to confusion or incorrect understanding. Potential for negative media and social media coverage, undermining the City Deal brand and objectives	4	5		Employed dedicated communication and engagement officer to act as central point of contact for all City Deal related communications. Establish a communications group of key comms officers within all City Deal partner and project lead organisations to ensure consistency and up to date information. Provide regular updates to all partners or programme and project progress. Monitor tweets, press releases, articles etc relating to City Deal and ensure, where appropriate, a response is issued promptly. Develop and maintain a protocol which requires partners to send press releases and statements to the City Deal Communications officer for consistency and awareness. Develop online portal for partners to access shared logos, statements, quotations etc for us in all City Deal comms.	1	3		1.Oct.18	As previous update	1	3		01.Jan.19	As per previous update in relation to regional partners. In addition, strong communication with UK and Welsh Government during review period is critical to ensuring clear and consistent messages are relayed to the public, business community and other partners. Communications with City Deal partner organisations will continue to be made regularly available via a fortnightly, bilingual e-newsletter to help maintain consistency of messages. The communications officer will also continue to liaise with communications teams at City Deal partner organisations to ensure communications protocols are adhered to.	1	3		15.Apr.19	Coordinated press activity in response to publication of two SBCD reviews. The communication officer continues to liaise with all partners to ensure clear and consistent communication in relation to the City Deal.	1	3		01.July.19	As per previous update	1	3	
Change in project scope post-business case approval	C11 C6	Delivery lead	Project no longer requires same amount of funding. Project no longer achieves the necessary outcomes required for City Deal funding. Project is not approved and therefore unable to proceed / proceed as planned.	4	4		Establish robust project monitoring and evaluation to ensure project remains on track to deliver scope outlined in approved business case and overarching aims of the City Deal in terms of growth and jobs.	4	2		1.Oct.18	Process for monitoring of projects against business case outlined in JCA which was endorsed by all four regional councils in summer 2018. Need to develop detailed monitoring plan for each project as business cases are approved.	3	2		01.Jan.19	As per previous update	3	2		15.Apr.19	High level monitoring and evaluation plan agreed in principle with both Governments. Awaiting Ministerial and Joint Committee approval. Individual funding terms and conditions will be in place for each project to ensure milestones are met. Process for managing project changes detailed in the JCA.	2	2		01.July.19	As per previous update	2	2	

Failure to establish a robust baseline	C6	Delivery leads / RO	Inaccurate measuring of impacts of city deal.	3	4	Initial impact assessment undertaken to identify headline impacts of the city deal. Need to further develop this to capture the full range baseline indicators that will demonstrate the impact of the city deal	3	3	1.Oct.18	Work underway to develop monitoring and evaluation framework in line with key outcomes as set out in heads of terms.	3	3	01.Jan.19	Approval of monitoring and evaluation framework to governance structure prior to appointment of consultants to undertake baseline assessment. Include review of this baseline at key intervals of the monitoring and evaluation plan to ensure it reflects any major changes in the external environment.	3	3	15.Apr.19	High level monitoring and evaluation plan agreed in principle with both Governments. Awaiting Ministerial and Joint Committee approval. Tender to appoint consultants to develop baseline will need to be undertaken following establishment of new regional structure in accordance with recommendations of SBCD reviews.	2	2	01.July.19	As per previous update	2	2
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Swansea Bay City Deal Programme Risk Register

Financial Risks

Original Assessment: March 2018  
 Latest Assessment: 01 Jan 2019

Risk Description	Category	Owner	Potential Consequence	Inherent Probability	Inherent Impact	Inherent Rank	Control Actions	Revised Probability	Revised Impact	Revised Rank	Review Date	Review update	Revised Probability	Revised Impact	Revised Rank	Review Date	Review Update/Control Actions	Revised Probability	Revised Impact	Revised Rank	Review Date	Review Update/Control Actions	Revised Probability	Revised Impact	Revised Rank
Failure to identify / secure revenue funding	C3 C6 C11 C14	Accountable Body	Four projects, including one regional project, unable to proceed.	5	5		Ongoing dialogue with governments to identify potential solutions including discussions on Capitalisation Direction. Projects with revenue element encouraged to explore alternative funding streams to support revenue elements.	3	5		1.Oct.18	Ongoing dialogue with governments underway to identify potential solutions. Received confirmation of the ability to utilise Capital Receipts to maximise flexibility and make most effective use of resources. LA Section 151 Officers working to determine revenue practical requirements.	3	5		01.Jan.19	Dialogue with governments have identified a potential solution. Received confirmation of that LAs may utilise Capital Receipts or Reserves to maximise flexibility of funding and make most effective use of resources. LA Section 151 Officers will work this solution through on each of the relevant projects.	3	5			Awaiting Update			
Failure to agree NNDR (rates retention) flexibility	C3	Accountable Body	Local authorities unable to borrow required for projects	4	5		Ongoing dialogue with government to explore opportunities for rate retention	4	5		1.Oct.18	In-principle letter received from Cabinet Secretary stating intention to initiate arrangements to allow the region to retain 50% of the additional net yield in non-domestic rates generated by the 11 projects. Officers of the four local authorities currently looking at obtaining relevant information. Clause 14.3 of JCA, endorsed in Summer 2018, reiterates agreement in principle.	2	5		01.Jan.19	In-principle letter received from Cabinet Secretary stating intention to initiate arrangements to allow the region to retain 50% of the additional net yield in non-domestic rates generated by the 11 projects. Meeting with WG taken place and officers need to work up a proposal, so the mechanics and allocation is acceptable to all.	2	5			Awaiting Update			
Private sector funding contribution/s not in line with initial business case projections	C3	Delivery Lead	Overall impact of the City Deal not realised. Project cannot deliver full scheme. Project is unsustainable	5	5		Projects required to complete full five case business model including robust financial detail and commercial case identifying and confirming sources of income.	3	4		1.Oct.18	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.	3	4		01.Jan.19	As per previous update. Outcomes of UK and Welsh Government review and SBCD internal review may provide further assurance and/or recommendations for ensuring these processes are robust.	3	4			Awaiting Update			
EU match funding contributions not in line with initial business case projections	C3	Delivery Lead	Overall impact of the City Deal not realised. Project cannot deliver full scheme. Project is unsustainable	5	5		Projects required to complete full five case business model including robust financial detail and commercial case identifying and confirming sources of income.	3	4		1.Oct.18	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.	3	4		01.Jan.19	As per previous update. Outcomes of UK and Welsh Government review and SBCD internal review may provide further assurance and/or recommendations for ensuring these processes are robust. EU funding will only impact on some schemes.	3	4			Awaiting Update			
Timeline for end of current EU funding programmes	C3	All	Unable to deliver full funding package at both project and programme level.	3	3		Early dialogue with all funders including Governments and WEFO. Project lead to accelerate business case development	3	3		1.Oct.18	As per previous update	3	3		01.Jan.19	Completion date for EU funded projects mid 2023 at the latest with all expenditure to be paid out by this date. This increases pressure to begin delivery of EU funded projects including those under the City Deal. Without City Deal sign off this may not be possible. Therefore timely completion of UK and Welsh Government reviews and implementation of any recommendations is essential to mitigating this risk.	4	4			Awaiting Update			
Failure to achieve full funding package	C3	All	Project potentially unable to deliver or to deliver full scale of anticipated project outcomes	3	5		Early engagement with all funders to develop strong relationships. Robust financial planning and clear outline of interdependencies of funding in the business case, ensuring that fundamental aspects of the project are funded through most secure funding sources. Timely review and approval of five case business plan. Effective and timely procurement activity. Establishment of robust contracts. Ongoing dialogue to resolve issues relating to revenue funding.	2	5		1.Oct.18	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.	2	5		01.Jan.19	As per previous update. Outcomes of UK and Welsh Government review and SBCD internal review may provide further assurance and/or recommendations for ensuring these processes are robust.	3	4			Awaiting Update			
Project authority lead unable to borrow amount required to frontload project	C3 C6	LA's	Projects unable to go ahead	3	5		Project lead authority's to factor anticipated CD borrowing and repayment costs into financial profiling. Regular dialogue between delivery lead and project lead authority to develop expenditure forecast as accurately as possible. Delivery lead to inform project lead authority of any changes to financial profile. Section 151 officer group to look at schedule of repayment of City Deal funding for consideration and agreement by Joint Committee.	2	5		1.Oct.18	Clause 13.1 of the Joint Committee Agreement commits Project Authority Leads to borrowing or securing alternative funding to support projects. JCA was unanimously agreed by all four regional councils in summer 2018.	2	3		01.Jan.19	As per previous update	2	3			Awaiting Update			
Regional project authority lead unable to borrow amount required to frontload regional project funding	C3 C6	LA's	Project potentially unable to deliver or unable to deliver across the whole region.	3	5		Regional project lead authority's to factor anticipated CD borrowing and repayment costs into financial profiling. Regular dialogue between delivery lead and regional project lead authority to develop expenditure forecast as accurately as possible. Delivery lead to inform regional project delivery lead of any changes in financial profile. Section 151 officer group to look at proportional borrowing, repayment and benefit / impact of regional projects for each local authority area.	2	4		1.Oct.18	Joint Working Agreement signed by all four Councils in July 2018. First formal meeting of the Joint Committee ratifying commitments took place on 31st August 2018. Clause 12.3b of the Joint Committee Agreement outlines due process to be undertaken should a Council not approve funding for a regional project	2	3		01.Jan.19	As per previous update	2	3			Awaiting Update			

## Swansea Bay City Deal Programme Risk Register - Categories

The Swansea Bay City Deal programme risk register captures and monitors key programme level risks to the delivery of the City Deal and achievement of its aims and objectives. It will be monitored by Joint Committee and Programme Board via circulation prior to each meeting and issues tabled for discussion as necessary.

Category	Ref. No	Description
Contractual	C1	Ineffective use or management of contacts leads to increased costs
Environmental	C2	Environmental incidents
Financial	C3	Financial risks facing the Councils
Health & Safety	C4	Harm to employees / public
IT	C5	Failure of systems / cyber attack
Objectives	C6	Threat to achieving programme objectives
People / Social	C7	Threat to / from society / groups / public
Physical / Assets	C8	Damage to organisational property
Political	C9	Adverse actions caused by changes in local, regional or national governments
Professional	C10	Lack or loss of qualified employees
Projects	C11	Threat to / from individual projects
Regulatory / Legal	C12	Changes to regulations / law
Reputation	C13	Negative publicity
Schedule / Timescales	C14	Threats to timelines / critical path(s)

## Swansea Bay City Deal Programme Risk Register - Scoring

Risk Assessment Matrix		Impact				
		Insignificant (1)	Minor (2)	Moderate (3)	Major (4)	Fundamental (5)
Probability	Almost Certain (5)					
	Likely (4)					
	Possible (3)					
	Unlikely (2)					
	Extremely Unlikely (1)					

		Percentage	Description
Probability	Almost Certain (5)	> 80%	Will occur in most circumstances
	Likely (4)	51 - 80%	Strong possibility
	Possible (3)	26 - 50%	Reasonable chance of occurring - has occurred before on occasion
	Unlikely (2)	10 - 25%	Unlikely to occur but potential definitely exists
	Extremely Unlikely (1)	<10%	Will only occur in exceptional circumstances

Impact	Insignificant (1)	No impact on programme success - minimal delay or interruption. No adverse interest from the media / stakeholder groups
	Minor (2)	Little impact on ability to deliver. Adverse comments confined to local media / stakeholder groups
	Moderate (3)	Moderate impact on the success of programme.
	Major (4)	Potential to damage success of programme and prevent achievement of key outputs / outcomes. Significant delays or changes to programme occur as a result of risk being realised. Adverse comments
	Fundamental (5)	Potential to prevent programme from delivering at all. Prevent outputs / outcomes from being achieved. Adverse comments from national press / stakeholder groups.

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## SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

DATE 2nd September 2019

### Webcasting of Scrutiny Committee Meetings

#### RECOMMENDATIONS/KEY DECISIONS

The Joint Scrutiny Committee is invited to consider the potential costs associated with webcasting its future meetings.

After reviewing the costs the Joint Scrutiny Committee will take a decision whether to webcast its meetings in future.

#### REASONS

The Joint Scrutiny Committee have asked to be provided with the the current webcasting arrangements in each host authority and to consider the costs associated with deciding to webcast its meetings in future.

#### Pembrokeshire

Facilities are available in both the Council Chamber and the Committee Rooms.

Cost of Webcasting operator - £41.50 per hour

Cost per hour of webcast- £128.50

Total cost per hour- £170.00.

Total cost per meeting (average 5 hours)- **£ 850.00**



Each host authority will hold a maximum of 2 meetings at its location a year.

Total maximum cost = **£1,700**

(including:

- Before Meeting: setting up, seating plans and room layout, adding speaker profiles, setting camera shots for each profile, testing webcasting, and any other ancillary tasks
- During meeting – operating test and live webcast recording
- After meeting - archiving recording)

### Camarthenshire

Facilities are available in the Council Chamber.

Cost per hour of webcast- £120.00

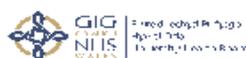
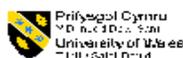
Total cost per meeting (average 5 hours) - **£ 600.00**

Each host authority will hold a maximum of 2 meetings at its location a year.

Total maximum cost = **£1,200**

(including:

- Before Meeting: setting up, seating plans and room layout, adding speaker profiles, setting camera shots for each profile, testing webcasting, and any other ancillary tasks
- During meeting – operating test and live webcast recording
- After meeting - archiving recording)



Swansea

Facilities are available in the Council Chamber.

Total cost- negotiable/possibly Free of Charge depending on the requirements (i.e. frequency and length of meetings) as could be incorporated into the existing contract.

Neath Port Talbot

Neath Port Talbot do not currently have webcasting arrangements for their meetings. In order to do so they would need to buy in a service.

Early estimated costs are circa £2,000 per meeting.

Each host authority will hold a maximum of 2 meetings at its location a year.

Total maximum cost = **£4,000**

Total estimated annual costs for webcasting Scrutiny Committee meetings

= **£6,900**

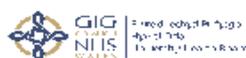
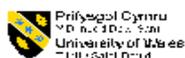
**OFFICER CONTACT**

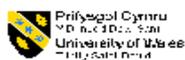
Name: **Stacy Curran**

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## SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE

DATE 2nd September 2019

### Results of Scrutiny Support Survey

#### RECOMMENDATIONS/KEY DECISIONS

For Members of the Joint Scrutiny Committee to recommend any changes or improvements to the scrutiny support offered to them following the completion of a satisfaction survey.

#### REASONS

The scrutiny support of the Joint Scrutiny Committee is administered by Neath Port Talbot Council. In the last meeting, the scrutiny support team committed to surveying Members to gain their views on the support they receive from the team with a view to making any changes or improvements to the service offered where appropriate.

The survey sought to gain Member's views on:

- Pre Meeting Preparation and Communication
- Support and Advice at Pre-Meetings
- Support and advice at Scrutiny Committee Meetings
- Follow up actions and communication
- Venue and translation
- Timing of meetings

Out of 12 Members surveyed, 6 responses were received.



Overall, Members of the Committee were pleased with the level of support received giving scores of between 7 and 10 out of 10 to every question.

Comments for improvement were listed as:

- Earlier distribution of documents if possible
- Handouts of key points if possible
- Parking issues at some venues

Overall comments were listed as:

- Happy with the paperwork received
- Overall the level of support is good and responsive to committee members' questions.

### OFFICER CONTACT

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## **SWANSEA BAY CITY REGION JOINT SCRUTINY COMMITTEE**

### **FORWARD WORK PROGRAMME 2019 – 2020**

#### **VERSION 2**

<b>DATE OF MEETING</b>	<b>VENUE</b>	<b>ITEMS FOR REPORT</b>
2pm 2 September 2019	Neath Civic Centre	<p>HAPS Site Overview</p> <p>Update on the progress made on the Action Plan Developed as a result of the Reviews Undertaken To receive an Update from Cllr Rob Stewart;</p> <p>Report of the Assistant Chief Executive and Chief Digital Officer on</p> <p>Webcasting</p> <p>The survey undertaken on the support provided to the Joint Scrutiny Committee</p> <p>Transport</p>
2pm 28 October 2019	County Hall Swansea	<p>Tidal Lagoon</p> <p>Chancellor Elect of Swansea University re ongoing involvement on the Programme</p>

		<p><u>Standing Items</u>  The regional project updates specific to that meeting location  Local project updates specific to that meeting location  Programme Plan  Risk Register  Progress monitoring and implementation plan (including financial monitoring)</p>
2pm 15 January 2020	Carmarthen	<p><u>Standing Items</u>  The regional project updates specific to that meeting location  Local project updates specific to that meeting location  Programme Plan  Risk Register  Progress monitoring and implementation plan (including financial monitoring)</p>
2pm 9 March 2020	Pembroke	<p><u>Standing Items</u>  The regional project updates specific to that meeting location  Local project updates specific to that meeting location  Programme Plan  Risk Register  Progress monitoring and implementation plan (including financial monitoring)</p>
2pm 6 May 2020	Port Talbot	<p><u>Standing Items</u>  The regional project updates specific to that meeting location  Local project updates specific to that meeting location  Programme Plan  Risk Register  Progress monitoring and implementation plan (including financial monitoring)</p>