



**REGENERATION AND SUSTAINABLE DEVELOPMENT CABINET
BOARD**

**IMMEDIATELY FOLLOWING REGENERATION AND SUSTAINABLE
DEVELOPMENT SCRUTINY COMMITTEE
FRIDAY, 14 JANUARY 2022**

VIA TEAMS

**ALL MOBILE TELEPHONES TO BE SWITCHED TO SILENT FOR THE
DURATION OF THE MEETING**

PART 1

1. Appointment of Chairperson
2. Welcome and Roll Call
3. Chair's Announcements
4. Declarations of Interest
5. Minutes of Previous Meeting (*Pages 3 - 10*)
6. Forward Work Programme 2021/22 (*Pages 11 - 12*)
7. Tourism Update Report 2022 (*Pages 13 - 24*)
8. Western Bay Area Planning Board - Governance Framework and Financial Governance, and Risk Sharing Agreement (*Pages 25 - 102*)
9. Bryn Public Toilets (*Pages 103 - 114*)

10. Urgent Items
Any urgent items (whether public or exempt) at the discretion of the Chairman pursuant to Statutory Instrument 2001 No 2290 (as amended).
11. Access to Meetings
To resolve to exclude the public for the following items pursuant to Regulation 4(3) and (5) of Statutory Instrument 2001 No. 2290 and the relevant exempt paragraphs of Part 4 of Schedule 12A to the Local Government Act 1972.

PART 2

12. Disposal of Land (Exempt under Paragraph 14) (*Pages 115 - 126*)

K.Jones
Chief Executive

Civic Centre
Port Talbot

7 January 2022

Regeneration and Sustainable Development Cabinet Board

Members:

Councillors. L.Jones and A.Wingrave

EXECUTIVE DECISION RECORD

3 DECEMBER 2021

REGENERATION AND SUSTAINABLE DEVELOPMENT CABINET BOARD

Cabinet Members:

Councillors: A.Wingrave (Chairperson) and L.C.Jones

Officers in Attendance:

S.Brennan, H.Jones, C. Morris, N.Chapple, L. Beynon, C.Plowman and J.Woodman-Ralph

Invitees:

Councillors: S.K.Hunt (Scrutiny Chairperson)
R.L.Taylor (Scrutiny Vice Chairperson)

1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor A. Wingrave be appointed Chairperson for the meeting.

2. **WELCOME AND ROLL CALL**

Councillor A. Wingrave welcomed all to the meeting and a roll call completed.

3. **DECLARATIONS OF INTEREST**

No Declarations of Interest were received.

4. **MINUTES OF PREVIOUS MEETING**

That the minutes of the meeting held on the 22nd October 2021 be approved.

5. **FORWARD WORK PROGRAMME 2021/22**

That the Forward Work Programme be noted.

6. **LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976
- ADOPTION OF TAXI STANDS**

Decision:

That the process to adopt hackney carriage stands be commenced in accordance with Section 63(1) Local Government (Miscellaneous Provisions) Act 1976.

Reason for Decision:

To enable the Council's Legal Regulatory Services Manager to carry out the necessary consultation and advertising prior to a further report being presented to Cabinet.

Implementation of Decision:

That the decision will be implemented after the three day call in period which ends 9am, Tuesday, 7th December 2021.

Consultation:

Consultation will be undertaken in accordance with statutory requirements.

7. **ANIMAL WELFARE (LICENSING OF ACTIVITIES INVOLVING ANIMALS) (WALES) REGULATIONS 2021**

Decisions:

1. That the following powers contained in the Animal Welfare (Licensing of Activities involving Animals) (Wales) Regulations be

delegated to the Head of Legal and Democratic Services and the Legal Regulatory Manager.

Power to grant a licence
Power to refuse a licence
Power to renew a licence
Power to vary a licence
Power to vary a licence with immediate effect
Power to impose conditions
Power to suspend a licence
Power to suspend a licence with immediate effect
Power to reinstate a suspended licence
Power to revoke a licence.

2. That the Head of Legal and Democratic Services update the Neath Port Talbot Council Constitution accordingly.

Reason for Decisions:

To enable the Council to deal efficiently with applications and animal welfare issues under the Animal Welfare (Licensing of Activities Involving Animals) (Wales) Regulations 2021.

Implementation of Decisions:

The decision is for immediate implementation. There is **no** three day call in on this item.

8. **ACTIVE TRAVEL (WALES) ACT 2013 - REVIEW OF THE NPT ACTIVE TRAVEL**

It was highlighted at the meeting that information had been omitted from Appendix 3 of the circulated report. An updated version was circulated at the meeting and appended to the minutes for information.

Decisions:

Having regard to the report and the first stage Integrated Impact Assessment as detailed in Appendix 1 to the circulated report:

1. That the responses to the representations received on the revised Active Travel Network Maps as summarised in the circulated report and presented in Appendix 2 be approved.

2. That the revised Active Travel Network Maps as presented electronically to Members prior to the meeting be approved.
3. That the draft classification and prioritisation of the Active Travel routes as detailed in Appendix 3 and the publication/ consultation procedures as detailed in the circulated report be approved.
4. That delegated authority be granted to the Head of Planning and Public Protection in consultation with the Cabinet Member for Regeneration and Sustainable Development to decide on the classification and prioritisation of the Active Travel routes, post consultation.

Reason for Decisions:

To ensure that the Council is complying with the requirements of the Active Travel (Wales) Act 2013.

Implementation of Decisions:

The decision will be implemented after the three day call in period which ends at 9am, Tuesday, 7th December 2021.

Consultation:

The revised Active Travel Network Network Map (ATNM) has undergone two rounds of consultation. The circulated report outlines the results of the second public consultation on the ATNM (Stage 2 July 2021 to October 2021) and proposes an additional consultation on the revised classification and prioritisation of the ATNM routes.

9. **KEY PERFORMANCE INDICATORS 2021 2022 – QUARTER 2**

Members were referred to supplementary information which was omitted from the circulated report. This was circulated to Members prior to the meeting.

Decision FOR NOTING:

That the Key Performance Indicators 2021 -2022 – Quarter 2 be noted.

10. **NEATH PORT TALBOT REPLACEMENT LOCAL DEVELOPMENT PLAN (RLDP) 2021-2036**

Decisions:

Having due regard to the Integrated Impact Assessment the following be commended to Council for approval:

1. The Replacement Local Development Plan Delivery Agreement as detailed in Appendix 2 of the circulated report and formally submitted to Welsh Government for approval.
2. The Integrated Sustainability Appraisal Scoping Report as detailed in Appendix 4 of the circulated report.
3. The establishment and Heads of Terms of a Member Working Group as detailed in Appendix 5 of the circulated report.

Reason for Decisions:

To enable the Council to comply with Section 63 of the Planning and Compulsory Purchase Act 2004; The Town and Country Planning (Local Development Plan) (Wales) (Amendment) Regulation 2015; the Wellbeing of Future Generations (Wales) Act (2015); the Equality Act (2010); the Welsh Language Standards (No. 1) Regulations 2015; Planning Policy Wales 11 (2021) and the Development Plans Manual Edition 3 (2020).

Implementation of Decisions:

The decision will be implemented after the three day call in period which ends at 9am, Tuesday, 7th December 2021.

Consultation:

The draft DA and ISA Scoping Report were subject to a 6 week public consultation, together with targeted consultations with a range of specific and general stakeholder bodies and statutory consultees. The formal consultation period commenced the 16th August to the 27th September 2021.

11. **TRANSFORMING TOWNS PLACE MAKING GRANT**

Decision FOR NOTING

That the eligible activities and proposed settlement areas for delivery of the grant be noted.

12. **CONTRACT EXTENSION IN ACCORDANCE WITH RULE 7.2 OF THE CONTRACT PROCEDURE RULES**

Decision FOR NOTING

That the report be noted.

13. **URGENT ITEM**

Because of the need to deal now with the matters contained in Minutes No. 14 below, the Chairperson agreed that these could be raised at today's meeting as urgent items pursuant to Statutory Instrument 2001 No.2290 (as amended).

Reason: Due to the time element.

14. **DELEGATED POWERS FOR BUSINESS GRANT SUPPORT**

Decision:

That the Head of Property and Regeneration's delegated powers for approving Business Grants be increased from £25,000 to £50,000 as detailed in the circulated report.

Reason for Decision:

To enable the Economic Development Team to utilise the increased delegated powers of the Head of Property & Regeneration in administering this funding.

Implementation of Decision:

The decision will be implemented after the three day call in period which ends at 9am, Tuesday, 7th December 2021.

15. **ACCESS TO MEETINGS**

RESOLVED: That pursuant to Regulation 4(3) and (5) of Statutory Instrument 2001 No. 2290, the public be excluded for the following item of business which involved the likely disclosure of exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A to the Local Government Act 1972.

16. **RHONDDA TUNNEL (EXEMPT UNDER PARAGRAPH 14)**

Members were supportive of the amendment to recommendation B, contained within the circulated report, proposed by the Regeneration and Sustainable Development Scrutiny Committee held prior to this meeting as detailed below.

Decision:

Approval be granted, for the time being, the Council retains its current position, in so much as we will support the project in principle, providing advice where necessary to any third parties involved in the project, but will not take on any formal responsibility for future fund raising in respect of potential match-funding commitments. Neither will we assume any ownership of the tunnel, shared or otherwise, or accept any responsibility for future management of the tunnel, including any subsidy requirements. This position will be kept under review, and may be amended in the future, should the project progress towards delivery to the satisfaction of the Council and bring benefit to Neath Port Talbot County Borough with future reports being brought back to Members as appropriate.

Reason for Decision:

In order for the Council to have a confirmed position in respect of its association with the Rhondda Tunnel Project going forward.

Implementation of Decision:

The decision will be implemented after the three day call in period which ends at 9am, Tuesday, 7th December 2021.

17. **PROPOSED DISPOSAL OF PROPERTY (EXEMPT UNDER PARAGRAPH 14)**

Decision:

Having due regard to the first stage Integrated Impact Assessment:

The Head of Property and Regeneration be granted delegated authority to proceed with the disposal of the property to the appropriate tender bid and to pay Tai Tarian the agreed sum out of the proceeds of the sale as detailed in the private circulated report.

Reason for Decision:

To enable the disposal of a surplus property and attain a capital receipt.

Implementation of Decision:

The decision will be implemented after the 3 day call in period which ends at 9am, Tuesday, 7th December 2021.

CHAIRPERSON

Regeneration and Sustainable Development Cabinet Board
Immediately following Scrutiny Committees starting at 10am

Meeting Date	Agenda Item	Type	Contact Officer
4 March 2022	2021/22 Quarterly Performance – Quarter 3	Monitor	Simon Brennan / Ceri Morris
	Invest in Neath Port Talbot Website Today (Presentation on new Website)	Information	Simon Brennan/ Ceri Morris
	NPT Economic Recovery Plan	Decision	Simon Brennan/ Andrew Collins
	Energy Strategy	Decision	Simon Brennan/ Andrew Collins/ Chris Jones

Meeting Date	Agenda Item	Type	Contact Officer
8 April 2022			

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Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Regeneration and Sustainable Development Cabinet Board

14 January 2022

Report of the Head of Property & Regeneration – S.Brennan

Matter for Information

Wards Affected: All

Tourism Update

Purpose of the Report

1. To update members on progress against agreed outputs within the Dramatic Heart of Wales marketing campaign.
2. To update members on projects and initiatives which have been delivered during 2021 or continue to be delivered by the Tourism Team.
3. To update members on available data in relation to the tourism economy within Neath Port Talbot and the ongoing challenges posed by the Covid-19 pandemic.

Executive Summary

4. The Dramatic Heart of Wales destination marketing campaign, which was launched on 14th September 2021, has shown good progress against agreed outputs during the first three months of the campaign.
5. The Tourism Team has continued to deliver key projects and initiatives during 2021 including; working across departments to deliver a visitor management plan for the summer of 2021, a pilot Waterfall Country Park and Ride service, secured funding for a fully accessible changing place at Aberavon Seafront and continued delivery of the Afan Forest Park Valleys Regional Park Gateway project.

6. As a result of the completion of the Neath Port Talbot Bed Stock survey a review of available data has been summarised and some initial observations have been noted. The full year data on the volume and value of tourism in the county during 2020 has been provided as we await the 2021 data becoming available in mid-2022.

Destination Marketing Update

7. The Tourism Team launched the new 'Dramatic Heart of Wales' destination marketing campaign and website on 14th September 2021.
8. The campaign has been delivered via funding secured through the Visit Wales Regional Tourism Engagement Fund.
9. To recap, the campaign is delivering;
 - 7 experiences/ itineraries which have been compiled in response to an 'open call' exercise which asked tourism businesses to cluster together to deliver experiences which reflect NPT's strengths as a visitor destination.
 - A public relations campaign which includes attracting journalists and travel bloggers to the area.
 - A digital/ online campaign which includes utilising the power of social media and digital media (such as video) to appeal to key target markets.
 - A group travel campaign to engage with group travel organisers such as coach operators and tour operators in the UK.
 - Videography for each product cluster.
 - Photography for use within the campaign.
10. Since its launch the campaign has been well received and although there will be some time before we can measure impact on bookings with tourism operators involved in the campaign, the following progress has been made against the campaign outputs agreed with Visit Wales.

Table 2: Dramatic Heart of Wales Campaign Progress Against Agreed Outputs.

Agreed Campaign Output	Target (to be met within 12 months of launch)	Progress between 14/09/2021 to 16/12/21
Blogger/Press Visits	5	5 (4 have taken place, 1 in planning phase to take place in Feb 22)
PR Value	£50k	£18,600
Cluster videos	6	7
Destination photography	60	1,241
Social media reach	250,000	205,814
Social media engagement	2,500	8,698
Unique visits to websites	25,000	15,968
Group travel familiarisation visit	1	0
Engage with Group Travel Operators	20	5
Stakeholders engaged	30	37
Training sessions held	2	2
Tourism operators upskilled	15	17
Tourism products established (Clusters)	6	7
Bookings among cluster members	25 And average 5% increase across cluster operators	Benchmarking complete. To be measured at end of 2022.
Increase in visitors to NPT attractions	15,000	To be measured at end of 2022.

11. We are seeing significant increases in engagements with our content across our social media channels which indicates that people are sharing, liking, watching and reading our content.
12. Between 14th September 2021 and 16th December 2021 the number of followers across our social media platforms has increased by 9% (an increase of 392 followers).
13. During the same period there has been 8,698 engagements (likes, shares, clicks etc.) with our social media content and our social media reach (the total number of people who have seen our content) stands at 205,814 to date within the campaign.
14. Between 14th September 2021 and 16th December 2021 the new destination website (www.dramaticheart.wales) has received 15,968 unique visitors, this shows good progress against the target of 25,000.
15. Although it is difficult to make a direct comparison between data from the old destination websites with the new Dramatic Heart of Wales website, usage data indicates an increase of 13% in new website visitors when compared to the same period of 2020.
16. The increase in new visitors is particularly positive as, due to the pandemic, the Dramatic Heart of Wales campaign is being delivered during the winter months when levels of engagement with destination marketing activities by target markets is generally much lower. Traditionally, visitors from within the UK will actively seek out holiday options during the early spring and summer months rather than the winter.
17. The data summarised above is a good indication that potential visitors are getting to know our area a little better and may therefore consider Neath Port Talbot as a base for a stay during 2022.
18. The team has already released a series of high quality videos across social media channels and will continue to do so during 2022.
19. The team has worked with a range of media outlets to run competitions and content articles which target key geographical areas and key visitor markets.
20. During 2022 we will continue to take advantage of opportunities to work with appropriate travel bloggers and journalists to generate content and news stories relating to the Dramatic Heart of Wales.

21. In January/ February 2022 we will be approaching group travel organisers to publicise opportunities to add our area to travel itineraries for coach or special interest group tours in addition to distributing our electronic Group Travel brochure.
22. Our ongoing marketing activities will be mindful of any potential Covid-19 restrictions and guidance in place at any given time. We will adapt, and if needed pause, the campaign to reflect this as needed.

Tourism Team Projects and Initiatives

23. Visitor Management Measures 2021

During 2021, as a result of increased demand from visitors seeking to holiday within Wales and the wider UK, officers anticipated that the county would see significant visitor pressures at key sites. In order to manage visitor flows a visitor management plan was put in place across the Council.

24. A range of measures were delivered across various departments of the Council including;
 - Increasing parking enforcement patrols in problem areas such as Brombil Reservoir, Aberavon Seafront and Pontneddfechan
 - Putting in place car parking marshals in Afan Forest Park to manage traffic flows simultaneously across Council and Natural Resources Wales car parks
 - Running a pilot Park and Ride service for visitors to Waterfall Country (please further details under paragraph 30 below)
 - Enhancing cleaning rotas in public toilets at key sites
 - Implementation of car parking booking systems where appropriate
 - Enhancing communication across social media channels urging visitors to plan ahead and act responsibly during their visit.
25. Overall the visitor management plan helped to prevent significant issues on the ground, however the ongoing impacts of visitor flows on local communities will be a key consideration for the new Destination Management Plan.
26. The Council has been able to access approximately £120,000 of funding via the Welsh Government's Hardship Fund to deliver the above measures. However, the funding position to cover the cost of such measures in future years is currently uncertain.

27. **Afan Forest Park Valleys Regional Park Gateway**
Work is nearing completion on the Afan Forest Park Gateway project which has received funding through Welsh Government's Valleys Regional Park initiative.
28. The project is due to deliver; the refurbishment of the existing public toilet and shower facilities, additional car parking, 3 electric hook up points for campervans, new interpretation within the visitor centre, low-key lighting of pathways and a children's adventure playground. The adventure playground element of the project opened during the summer and has been well received by visitors.
29. **Aberavon Seafront Changing Place Project**
The Tourism Team has been successful in securing £160,000 from the Visit Wales Brilliant Basics Scheme in order to install a new fully accessible changing place at the Aqua Splash public toilet building on the seafront. The project, which will see the public toilet facilities opened all year at this location, will also refurbish existing public toilet provision and improve access paths to the site.
30. **Waterfall Country Park and Ride Pilot Project**
During the school summer holiday period the Tourism Team worked with partners to deliver a pilot park and ride service for visitors to Waterfall Country. The service ran half hourly between Glynneath and Pontneddfechan on Saturdays, Sundays and Bank Holiday Monday between 17th July and 5th September 2021.
31. The purpose of the pilot was to understand the impact of the intervention on the significant parking pressures within the village of Pontneddfechan and wider Waterfall Country.
32. The service received 456 individual uses across the 17 days of operation and feedback was positive from users of the service.
33. An evaluation report will be brought to board in the first quarter of 2022 in order to aid further discussion on this pilot scheme.
34. **New Destination Management Plan**
The Tourism Team is in the process of procuring the new Neath Port Talbot Destination Management Plan which will identify and prioritise the development of our area as a visitor destination over the next 5 to 10 years.

35. Key themes which will be explored as part of the process to compile the new plan include (for example);
- Covid 19 Recovery
 - Increasing economic impact from tourism (increasing overnight stays, employment, visitor spend, business support etc.)
 - Visitor infrastructure improvements (toilets, car parks and accessible/ inclusive facilities)
 - Product development (heritage, environment, activities which appeal to visitors)
 - Destination marketing
 - Sustainability and managing community impact
 - Building on partnership working
 - Accessibility
 - Quality
 - Data collection
36. Members and stakeholders will be invited to take part in workshops as part of the process to devise the new plan. Subject to procurement, the new Destination Management Plan should be in place by summer 2022.

Review of Visitor Economy Data

37. **Bed Stock Survey Summary**

A 'bed stock' survey has now been undertaken to develop an accurate database of the nature and amount of visitor accommodation in the Neath Port Talbot area.

38. All local authorities in Wales are required to undertake bed stock survey's periodically in order to understand accommodation demand, assess trends in the accommodation market and provide a baseline for the calculation of economic data on the value of the tourism economy to the area.

39. A summary of the results of the bed stock survey can be found in Table 1 below.

Table 1: Neath Port Talbot Bed Stock Survey Summary

	Number of Individual Operators	Number of available bedrooms/ units/ pitches	Number of available bed spaces
TOTAL	132	962	2887
Serviced (Hotel/B&B)	31	615	1435
Self-catering (Cottage, Cabin/ House)	94	250	1028
Camping and Caravanning	7	97	424
Breakdown by Area			
Afan Valley	29	153	800
Port Talbot	27	304	782
Neath	24	300	685
Swansea Valley	30	119	328
Vale of Neath	12	55	201
Upper Amman Valley	6	17	65
Dulais Valley	4	14	26

40. In total, across the whole of Neath Port Talbot, there are currently 2,887 bed spaces available within 962 individual bedrooms/units or pitches. There are a total of 132 individual accommodation operators/ businesses offering accommodation across the county.
41. There appears to be a fairly even spread of bed spaces between urban and valleys areas. In total there are 1,420 bed spaces in valleys areas in comparison to 1,467 in urban areas.
42. In valleys areas, although there is some serviced provision, there is a dominance of accommodation within the self-catering sector. In urban areas (i.e. the towns and residential areas of Port Talbot and Neath) there is a dominance of serviced accommodation.
43. The serviced (hotel/ B&B) accommodation offer within Neath Port Talbot accounts for the highest proportion of bed spaces (1,435) which consist of a number of large hotels and some smaller B&B or guest house style accommodation.
44. The self-catering sector (cottages/ cabins/ houses) account for the highest number of individual operators, with 94 operators (offering 1,028 bed spaces) in this sector. This accommodation sector ranges

from individual operators offering multiple units to those who offer only single accommodation units.

45. There is a significant number of self-catering properties across Neath Port Talbot which are advertised via AirBnB (there are 300+ units listed on AirBnB website). However, as many established accommodation operators use AirBnB as a promotional or booking platform in the same way that they may also use multiple other platforms such as booking.com, hotel.com or a self-catering accommodation agency, it is not possible to identify those properties that operate exclusively as AirBnB's within the county.
46. Given the rise in demand which has been widely reported within the camping and caravanning sectors within Wales, there does not appear to be sufficient provision for touring caravan/ camper van provision within the county at the present time. This could therefore limit our ability to take advantage of the potential to increase stays within this market.
47. The area with the highest concentration of bed spaces is the Afan Valley where the majority of the accommodation offer is in the self-catering sector.
48. Due to the pandemic and historically low levels of industry participation in occupancy surveys (which identify the number of actual stays/ bookings) within Neath Port Talbot, we do not have accurate occupancy data available which would allow us to evaluate any potential over or under supply of accommodation within the county.
49. We will be working with Visit Wales over the next 12 months as changes are due to be made in the way that occupancy data is collected which should provide us with a more detailed picture in future.
50. **The Impact Of Tourism On The Local Economy**
Each year the Tourism Team collects data relating to visitor numbers and stays in the area to feed into the STEAM (Scarborough Tourism Activity Monitor) model. The STEAM model measures the volume and value of the tourism sector to the local economy.
51. Within the January 2021 Tourism Update report which was presented to the Regeneration and Sustainable Development Scrutiny Committee on 5th February 2021, a summary of the STEAM results for the period January to October 2020 was provided.

52. We were able to provide this update earlier than usual as a special analysis had been undertaken by the contractor in order to provide initial feedback on the impact of the pandemic upon the sector.
53. The 2021 STEAM data is now subject to normal timescales and will therefore be due in April/May 2022. However, we are now in possession of the full year figures for 2020, as summarised below.
54. The STEAM results for the period **January 2020 to December 2020**, when compared to 2019, show that;
- The number of visitors overall to Neath Port Talbot **decreased by 53%** to 796,000 visitors. This represents a decrease of 790,000 visitors in total.
 - The economic impact of tourism within the Neath Port Talbot economy **decreased by 59%** to £54.05 million (this represents a decrease of £78.73 million)
 - The number of jobs supported by the tourism sector within Neath Port Talbot decreased by 34% to 1,073 jobs (this represents a decrease of 553 jobs). Without furlough arrangements the decrease in employment may have been significantly higher.
55. During 2021 it is highly likely that the indicators measured above will show signs of recovery, however as we go into 2022 there will be continued uncertainties for the tourism/ hospitality as a result of the ongoing pandemic and the emergence of the Omicron variant.

Ongoing Impact of Covid-19 on the Tourism Sector

56. Whilst businesses within the tourism/ hospitality sectors have generally reported high levels of bookings during 2021 there continues to be significant challenges for the sector.
57. Particular challenges include being unable to recruit sufficient numbers of staff to enable businesses to operate at full capacity and the impact of ongoing uncertainties as businesses attempt to recoup losses from previous national and local lock down periods.
58. Due to the emergence of the Omicron Covid 19 variant, at the time of writing it is not clear what conditions the tourism/ hospitality sector

will be operating in during 2022. If Wales enters alert level 1 or higher, any limits on the number of people who can meet indoors will impact significantly upon the sector and its ongoing recovery.

59. The Tourism Team will continue to assist the tourism sector in navigating Covid-19 guidance and any wider support streams which become available.

Financial Impacts

60. None. The financial impacts of the projects and initiatives listed within this report have been addressed in separate reports to Members.

Integrated Impact Assessment

61. An IIA is not required to accompany this report as the purpose of the report is for the information of Members rather than for decision. The projects/ initiatives listed within this report have been the subject of individual board reports whereby IIAs have been completed.

Valleys Communities Impacts

62. There will be a positive impact on valleys communities as the ongoing recovery and future growth of the tourism sector in the area will support the local economy.

Workforce Impacts

63. None.

Legal Impacts

64. None

Risk Management Impacts

65. None.

Consultation

66. There is no requirement for external consultation on this matter.

Recommendations

67. That Members note the progress against agreed outputs in the destination marketing campaign, the updates on the activities of the NPT Tourism Team and the available data summarised within this report.

Appendices

68. None.

List of Background Papers

69. Aberavon Seafront Changing Place and Access Enhancements Project. Urgency Action, 20/08/2021
70. Proposed Waterfall Country Park and Ride Pilot, Regeneration and Sustainable Development Cabinet Board 14/05/21
71. Tourism Update Report 2021, Regeneration and Sustainable Development Scrutiny Committee, 05/02/2021
72. Afan Forest Park Visitor Centre Valleys Regional Park Gateway Project, Cabinet Board, 11/11/20
73. Neath Port Talbot Discovery Clusters Marketing Campaign, Regeneration and Sustainable Development Cabinet Board, 07/06/19.

Officer Contact

Simon Brennan – Head of Property and Regeneration, Email: s.brennan@npt.gov.uk



Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Regeneration And Sustainable Development Cabinet Board

14 January 2022

Report of the Head of Educational Development

Matter for Decision

Wards Affected: All

Report Title Western Bay Area Planning Board Governance Framework, and Financial Governance and Risk Sharing Agreement

Purpose of the Report:

The purpose of this report is to

1. endorse the Western Bay Area Planning Board's Governance framework and
2. seek approval to enter into a Financial Governance and Risk Sharing agreement with the responsible authorities to the Area Planning Board.

Executive Summary:

Responsible authorities in Wales and England have a statutory duty to formulate and implement a strategy for combatting the misuse of drugs, alcohol and other substances in the area. In 2010 the Welsh

Government established Area Planning Boards (APBs) to discharge the Crime and Disorder duties at a regional level. The aim of the Western Bay Area Planning Board is to bring together representatives of the Responsible Authorities, to fulfil these responsibilities across Neath Port Talbot and Swansea. The Western APB is required to have robust governance arrangements in place.

A governance framework for the Western Bay APB has been developed and approved by the APB. Each constituent responsible authority should endorse and approve the governance framework.

The APB is not a legal entity in its own right and so Neath Port Talbot County Borough Council acts as the banker for the Western Bay Area Planning Board. However NPTCBC is exposed to all the responsibilities and liabilities, if it enters into new or amends any contracts in respect of substance misuse services on behalf of the APB.

A financial governance and risk sharing agreement has been developed which will enable risk to be shared amongst partners. Once this is in place NPTCBC can take the lead on any new contracts or changes to existing contracts without bearing all of the risk. As such it will be necessary for each Responsible Authorities to seek approval to the financial governance and risk sharing agreements through their respective governance frameworks.

Background:

The Crime and Disorder Act 1998 places a duty on responsible authorities in Wales and England to formulate and implement a strategy for combatting the misuse of drugs, alcohol and other substances in the area. In 2010 the Welsh Government established area planning boards (APBs) to deliver the Welsh Government's Strategy, to plan treatment services and pool resources. The

composition of APBs allowed the responsible authorities to discharge the Crime and Disorder duties at a regional level.

The responsible authorities on the APB are

1. Swansea Bay University Health Board
2. City and County of Swansea Council
3. Neath Port Talbot County Borough Council
4. South Wales Police
5. National Probation Service
6. Mid and West Wales Fire and Rescue Service
7. Representative from Police & Crime Commissioner's office

The aim of the Western Bay Area Planning Board is to bring together representatives of the Responsible Authorities, and other organisations (invited members and advisors) to improve and strengthen the arrangements for the planning, commissioning and performance management of substance misuse services across Neath Port Talbot and Swansea.

The Western Bay Area Planning Board (APB) is required to have robust governance arrangements in place in order to meet its obligations under the National Core Standards for Substance Misuse.

A governance framework for the Western Bay APB has been developed and approved by the APB. This document provides clarity on the role of APB Board Members, and sets out a Code of Conduct and a Memorandum of Understanding that will ensure that decisions are clear, transparent and that there is clear accountability for the Board's work.

The APB is an unincorporated body it has no legal powers, and will operate as a collaboration of organisations and does not have executive or statutory powers to make decisions in its own right.

This memorandum of understanding does not change, replace, substitute or amend in any way the statutory duties or other responsibilities of the Responsible Authorities. The memorandum of understanding is not legally binding between the parties.

It is a mechanism which allows the responsible authorities to come together at a regional level to enable their statutory responsibilities as described above to be discharged.

As such, each constituent responsible authority should endorse and approve the governance framework.

As mentioned above the APB is not a legal entity in its own right and as such the APB itself is not able to commission work, procure goods/services, and incur costs or to enter into contracts etc. as it does not have the legal status to do so.

Where such activities are proposed to be undertaken, it will be necessary for either the nominated grant recipient body and / or other named statutory partners to carry forward the proposals approved by the responsible authorities.

Neath Port Talbot County Borough Council ("the Council") acts as the banker for the Western Bay Area Planning Board, in respect of Welsh Government Substance Misuse Action Fund money (SMAF) and partner contributions from Swansea and NPT Councils.

However in the absence of an appropriate agreement, NPTCBC is exposed to all the responsibilities and liabilities as regards the receipt of the SMAF monies and in entering into contracts in respect of substance misuse services.

A financial governance and risk sharing agreement has been developed by NPTCBC legal services in consultation with partner organisations (responsible authorities). This agreement will enable risk to be shared amongst partners, and once this is in place NPT

CBC can take the lead on any new contracts or changes to existing contracts without bearing all of the risk.

This document must be agreed and signed by the responsible authorities to the APB and will govern the financial arrangements between the Parties and provide a framework for risk sharing pursuant to the Welsh Government Guidance.

As such it will be necessary for each Responsible Authorities to seek approval to the financial governance and risk sharing agreements through their respective governance frameworks.

Financial Impacts

No implications

Integrated Impact Assessment:

A full impact assessment is not required as this is an internal administration process only

Valleys Communities Impacts:

No implications

Workforce Impacts:

No implications

Legal Impacts:

The Risk Sharing Agreement addresses the need to document that the Council is the grant recipient of the SMAF funding on behalf of the responsible authorities and will be the party to contracts commissioned with the funding. There is also the need to cover the financial management and risk arrangements/allocation as in the absence of the Agreement the Council carries the legal risk in relation

to the receipt of the funding and the contracts it enters into. The Risk Sharing Agreement sets out that the Council will act as the SMAF recipient and will administer it in accordance with its internal rules and procedures and will comply with the grant terms and conditions. It also requires all responsible bodies to cooperate to ensure compliance with the grant conditions. The risk associated with the Council acting as grant recipient and contracting authority is fairly spread between the responsible authorities. The Council and each of the responsible authorities will be responsible for liabilities resulting from each of their own acts or omissions. The Risk Sharing Agreement will be legally enforceable between the parties.

Risk Management Impacts:

The agreement sets out the financial arrangements between the Parties and provide a framework for risk sharing pursuant to the Welsh Government Guidance. This agreement once signed by all parties will reduce the risk to NPTC

Consultation:

There is no requirement for external consultation on this item.

Recommendations:

It is recommended that

1. The Western Bay Area Planning Board's Governance framework is endorsed, and
2. That approval is given to enter into a Financial Governance and Risk Sharing agreement with the responsible authorities to the Area Planning Board.

Reasons for Proposed Decision:

To enable NPTCBC in its role as Banker to commission, decommission, or recommission services on behalf of the APB, and to do so within an arrangement that shares the risk across all the responsible authorities. To enable NPTCBC to regularise existing inherited service arrangements in the form of legally binding contracts.

Implementation of Decision:

The decision is proposed for implementation after the three day call in period

Appendices:

Governance Framework
Financial Governance and Risk Sharing Agreement

List of Background Papers:

None

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Appendix 1

Private Reports

The default position is that all reports will be considered in public but there will be occasions when reports contain confidential information and will need to be written for consideration in private.

When a report is deemed private the following should be included at the top of the report (above **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**) depending on whether the report is for an Executive Meeting or a Non-Executive/Regulatory Meeting. The relevant paragraph numbering should be used from the list below (paras 12-18) depending on the information contained within the report:

- **Executive Meeting**

Not for publication pursuant to Regulation 5(2) & (5) of Statutory Instrument 2001 No. 2290 and Paragraph(s) XX of Part 4 of Schedule 12A to the Local Government Act 1972.

Pursuant also to Paragraph 21 of the Schedule, and in all the circumstances of the case, the public interest in maintaining the exemption is considered to outweigh the public interest in disclosing the information.

- **Non-Executive/Regulatory Meeting**

Not for publication pursuant to Section 100B (2) & (5) of the Local Government Act 1972 and the undermentioned Exempt Paragraph(s) XX of Part 4 of Schedule 12A to the above Act. Pursuant also to Paragraph 21 of the Schedule, and in all the circumstances of the case, the public interest in maintaining the exemption, is considered to outweigh the public interest in disclosing the information.

The reasons why a report may be private are because it contains one of the following paragraphs:

Paragraph **12** - Information relating to a particular individual

Paragraph **13** - Information which is likely to reveal the identity of an individual

Paragraph **14** - Information relating to the financial or business affairs of any particular person (including the authority holding that information)

Paragraph **15** - Information relating to any consultations or negotiations, or contemplated consultations or negotiations in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority

Paragraph **16** - Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings

Paragraph **17** - Information which reveals that the authority proposes

3. To give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
4. To make an order or direction under any enactment

Paragraph **18** - Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

It will be the responsibility of the report author to ensure the correct reason(s) is included within the report and should seek clarity from Craig Griffiths Head of Legal Services.

In order that it is clear why the report should be considered in private it is necessary to provide an explanation at the front of the report (following Purpose of Report) as to why the report is being taken in private and why there would be a prejudice if the information contained in the report were disclosed.

WESTERN BAY AREA PLANNING BOARD

GOVERNANCE FRAMEWORK

December 2018



Background

The Western Bay Area Planning Board (APB) is required to have robust governance arrangements in place in order to meet its obligations under the National Core Standards for Substance Misuse. This document provides the governance framework for the Western Bay APB, ensuring clarity of role for APB Board Members, a Code of Conduct and a Memorandum of Understanding that will ensure that decisions are clear and transparent and there is clear accountability for the Board's work.

This Framework is not legally binding. However, the Board will establish legal agreements, where appropriate to govern some of the matters that the Board is responsible for; For example, the Board is to establish a 'Section 33 Agreement' between Local Authorities within the Western Bay area (Neath Port Talbot and Swansea) and the Swansea Bay University Health Board to govern the use of shared financial resources that underpin the commissioning of treatment services.

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PART 1: Western Bay Substance Misuse Area Planning Board – Business Structures

Organisational Code of Conduct

This Code of Conduct makes explicit the principles, values and standards that guide the decisions, procedures and systems of the Western Bay Area Planning Board (APB). The objective of the Code is to promote a culture that encourages everyone involved in the Board's work to embrace a culture of integrity and to practice it.

Officers and partners, hereafter referred to as the constituents, are required to take all reasonable steps to comply with the requirements set out in the Code of Conduct. This applies to all business associated with the offices, planning and delivery of work within the remit of the Western Bay APB.

Breaches of the Code are to be reported to the Chair of the Area Planning Board. It is the aim of the APB to resolve most complaints through informal negotiation ('Conciliation'). Failing that, it is the responsibility of the Chair of the APB to act to ensure firm, prompt and fair action, in conjunction with senior managers and/or trustees of the appropriate employing organisation.

Principles

The Area Planning Board aims to maintain the highest standards of professional endeavour, integrity, confidentiality, financial propriety and personal conduct.

It is an expectation of the APB that the primary constituents of this conduct are to:

- i. Deal honestly and fairly in business with employers, employees, clients, fellow professionals, other professions and the public;
- ii. Respect the customs, practices and codes of clients, employers, colleagues, fellow professionals and other professions.
- iii. Take all reasonable care to ensure employment best practice including giving no cause for complaint of unfair discrimination on any grounds and ensures fairness, equity and above all values diversity in all dealings;
- iv. Work within the legal and regulatory frameworks affecting the delivery of substance misuse services.
- v. Treat fellow constituents with courtesy.
- vi. Respect and abide by this Code and encourage others to do the same.

Fundamental to good practice are:

Integrity

- Honest and responsible regard for the public interest;
- Checking the reliability and accuracy of information before dissemination;
- Never knowingly misleading clients, employers, employees, colleagues and fellow professionals about the nature of representation or what can be competently delivered and achieved;
- Supporting the values of the Area Planning Board by bringing to the attention of the APB examples of malpractice and unprofessional conduct.

Competence

- Being aware of the limitations of professional competence: without limiting realistic scope for development, being willing to accept or delegate only that work for which practitioners are suitably skilled and experienced;
- Where appropriate, collaborating on projects to ensure the necessary skill base.

Transparency and avoiding conflicts of interest

- Disclosing to employers, clients or potential clients any financial interest in a service provider/supplier being recommended or engaged;
- Declaring conflicts of interest (or circumstances which may give rise to them) in writing to the APB as soon as they arise;
- Ensuring that services provided are costed and accounted for in a manner that conforms to accepted business practice and ethics.

Confidentiality

- Safeguarding the confidences of present and former clients and employers;
- Being careful to avoid using confidential and 'insider' information to the disadvantage or prejudice of clients and employers, or to self-advantage of any kind;
- Not disclosing confidential information unless specific permission has been granted or the public interest is at stake or if required by law.

Maintaining professional standards

- Constituents are encouraged to spread positive awareness of the work of the APB where practicable.
- Implement mechanisms, where applicable, to ensure practitioners have current professional registration.
- Sharing information on good practice with constituents and, equally, referring perceived examples of poor practice to the APB.

Interpreting the Code

In the interpretation of this Code, the Laws of the England and Wales shall apply. Compliance with the Code will be monitored by performance management and monitoring of service level agreements, where the Code, with a stated expectation of compliance by service providers and commissioners, will be an addendum.

This Code of Conduct is not intended to supersede or replace an individual's professional codes of conduct.

To ensure compliance with this Code of Conduct, Western Bay Area Planning Board requires that all constituents review the Code of Conduct and acknowledge their understanding and adherence in writing on an annual basis on the attached form.

Template for reporting breaches of the Western Bay APB Code of Conduct:

Definition: A breach of one or more provisions within the Code occurs in situations where there is clear evidence that an individual or organization has demonstrated non-observance of the Code in conducting themselves or their organization in a manner that can be associated with APB business.

This includes the delivery of commissioned services, representing the APB or its commissioned services, or supporting the APB work programme.

Report submitted by:

Date of submission:

Reporting Organisation:

Circumstances of Breach e.g. Date of occurrence, nature of breach, reasons (where known) for breach	
Public/Commission reaction / Impact on reputation (if any)	
Details of any action taken at source	

Western Bay Area Planning Board Memorandum of Understanding

Updated: December 2018

Members

Responsible Authorities:-

1. Swansea Bay University Health Board
2. City and County of Swansea Council
3. Neath Port Talbot County Borough Council
4. South Wales Police
5. National Probation Service
6. Mid and West Wales Fire and Rescue Service
7. Representative from Police & Crime Commissioner's office

Invitee Members:-

1. Service Provider Representatives (1 per organisation)
2. Service User Representatives (2)
3. Department for Work and Pensions - regional lead
4. Supporting People/ Homelessness / Housing representative
5. Children and Young People Planning, i.e. children services / Youth Offending Team.

Advisory Members:-

1. Public Health Wales
2. Welsh Government
3. Substance Misuse Lead Officers
4. APB Commissioning Support Officers
5. Regional Partnership Board Programme Director

“Responsible Authorities” means the responsible authorities listed in section 5 of the Crime and Disorder Act 1998, as amended by the Police and Justice Act 2006 within the area of the APB, these are

- i. Swansea Bay University Health Board
- ii. City and County of Swansea Council
- iii. National Probation Service
- iv. Neath Port Talbot County Borough Council
- v. South Wales Police
- vi. Mid and West Wales Fire and Rescue Service
- vii. Representative from Police & Crime Commissioner's office

Responsible Authorities (as listed above), Invitee Members and the Advisory Members are collectively called 'Board Members'. Responsible authority representatives and other members must have sufficient seniority to be able to give weight to their decisions and recommendations.

Representatives from the Health Board should include a planning representative, a clinical (i.e. Substance Misuse Team) and a primary care representative.

Public Health Wales – will act as an advisor to the Board to ensure there is due consideration of the epidemiology of substance misuse and evidence base for interventions, care models, care pathways and prevention activities. PHW will also advise on evaluation of interventions

The Board Members agree to meet as the Western Bay Area Planning Board (the APB) to discuss, and make recommendations to the Responsible Authorities within the area of the APB on the reduction of substance misuse within the area of the APB, subject to and in accordance with this Memorandum.

Background

The Crime and Disorder Act 1998 places a duty on responsible authorities in Wales and England to formulate and implement a strategy for combatting the misuse of drugs, alcohol and other substances in the area. In 2010 the Welsh Government established area planning boards (APBs) to deliver the Welsh Government's Strategy, to plan treatment services and pool resources. CSPs are accountable for the delivery, and consequently any failure, of the local substance misuse service. The composition of APBs allowed the responsible authorities to discharge the Crime and Disorder duties at regional level.

The Well-being of Future Generations (Wales) Act 2015 - this Act puts in place seven well-being goals. Each public body listed in the Act must work to improve the economic, social, environmental and cultural well-being of Wales. The Act also establishes Public Services Boards (PSBs) for each local authority area in Wales and imposes a duty on PSBs to improve the economic, social, environmental and cultural well-being of its area by contributing to the achievement of the well-being goals.

The Welsh Government introduced the Social Services and Wellbeing (Wales) Act 2014 which requires local authorities and health boards to plan together, in partnership with others, to meet the care and support needs of people and of carers. Evidence from the Population Assessment completed for the Western Bay region confirms that a high proportion of families that Social Services become involved with have substance misuse issues and there are also identified needs for adults too.

Consequently, the governance of the APB must ensure that Community Safety Partnerships are able to discharge the duties placed upon them whilst also ensuring that the APB informs and is informed by the Area Plan of the Regional Partnership Board that oversees arrangements for care and support.

APBs must have in place arrangements to engage with safeguarding boards to identify opportunities to work in partnership in order to deliver agreed common outcomes

In terms of decision making, the Area Planning Board is not a legal entity and consequently decisions made at the APB are either taken under delegated authority granted by the member organisations, or the APB makes recommendations back to the executives of the various agencies. This is dealt with in more detail later in this memorandum

In terms of scrutiny, local authorities have various powers to scrutinise the work of APBs but specifically, Section 19 of the Police and Justice Act 2006 provides powers for locally elected members to review or scrutinise decisions made or other action taken in connection with the discharge by the responsibilities authorities of their crime and disorder functions.

This memorandum of understanding seeks to establish a working framework for the development of regional working in practice, and is based on Welsh Government Guidance.

Aim of the APB

The aim of the **Western Bay Area Planning Board** is to bring together representatives of the Responsible Authorities, and other organisations (invited members and advisors) to improve and strengthen the arrangements for the planning, commissioning and performance management of substance misuse services across Neath Port Talbot and Swansea.

The APB will also assist the responsible authorities and other relevant partners to discharge their statutory responsibility by providing a mechanism to pool scarce resources where appropriate and share expertise to deliver the Welsh Government's Substance Misuse Strategy.

Objectives of the APB

Key role of the APB

The key role of the APB is:-

- i. To assist Responsible Authorities to discharge their duties in relation to substance misuse by:-
- ii. Developing partnership working arrangements at a regional level
- iii. Developing an outcome based commissioning strategy across the APB area.
- iv. Producing a fully costed implementation plan to support the commissioning and estates strategy, making explicit the revenue and capital implications of the strategy;
- v. Ensuring that there are appropriate budget, accounting and audit management systems in place to effectively administer the Substance Misuse Action Fund (SMAF) revenue and capital funds within the constituent organisations governance structure;
- vi. Ensuring that the implementation of the National Core Standards for Substance Misuse and other relevant standards are embedded in all service planning and delivery systems with appropriate arrangements in place for performance management and review.

- vii. Ensuring all funded services form part of an integrated care pathway based upon the national guidance.
- viii. Establishing arrangements to receive consider and act on performance management data.
- ix. Identifying opportunities where planning, commissioning and delivering services on a regional basis will be cost effective and provide a better platform for engagement with service providers or users;
- x. Work with the Regional Partnership Board and locally through primary clusters to set out in formal plans, including the LHBs Intermediate Medium Term Plans how they intend to assess and address any current and projected gaps in services identified as part of their substance misuse care.
- xi. Work with the Regional Partnership Boards and locally through primary clusters to assess the substance misuse care and support needs of their population in line with the requirements of the Social Services and Wellbeing (Wales) Act (2014) (population needs assessments) and the Well-being of Future Generations (Wales) Act 2015
- xii. Work closely with the Regional Partnership boards established under the Social Services and Well-being (Wales) Act (2014) to ensure that substance misuse services are considered in the context of other care and support services.

Remit of the APB

The APB is an unincorporated body' it has no legal powers, and will operate as a collaboration of organisations and does not have executive or statutory powers to make decisions in its own right.

This memorandum of understanding does not change, replace, substitute or amend in any way the statutory duties or other responsibilities of the Responsible Authorities.

It is a mechanism which allows the responsible authorities to come together at a regional level to enable their statutory responsibilities as described above to be discharged.

This means representatives on the APB will remain accountable to their separate organisations. Each Board Member will ensure that they have the capacity to participate in making recommendations for consideration by the Responsible Authorities.

The APB itself is not able to commission work, procure goods/services, and incur costs or to enter into contracts etc. as it does not have the legal status to do so. Where such activities are proposed to be undertaken, it will be necessary for either the nominated grant recipient body and / or other named statutory partners to carry forward the proposals approved by the responsible authorities i.e. it will be necessary for the representatives of the Responsible Authorities to take the recommendations of the APB to their representative organisations.

This means that decisions it makes, are in effect decisions to recommend, through respective governance frameworks within responsible authorities, e.g. LA Cabinet Boards, or Health Board.

Accountability Arrangements of the APB

The Responsible Authorities, as Board Members of the APB, will be held to account for the progress of the work of the APB through their own organisational performance management and decision-making frameworks.

The Chairperson will retain responsibility for the governance arrangements of the APB.

The Chief Executive of the Health Board will be accountable for adhering to the NHS performance management framework and will retain responsibility for clinical governance.

The 'responsible authorities' of the APB will be responsible for the allocation of SMAF revenue and capital funds (in accordance with application(s) for grant made to the Welsh Government) and for signing off the ring fenced health budget in respect to substance misuse.

The 'responsible authorities' of the APB will be responsible for nominating a banker to undertake the role.

The 'responsible authorities' of the APB will be responsible for reporting on the statutory KPIs for substance misuse services.

The APB will report to the Minister for Health and Social Services through the Welsh Government Substance Misuse Branch.

The Welsh Government requires Local Health Boards and APBs to work collaboratively to ensure that the funding allocated to tackling substance misuse is both coordinated to provide the most effective use of the available funding and to avoid potential duplication.

The APB has responsibility for scrutinising, agreeing and signing off the Health Board's contributions to substance misuse to ensure these complement the delivery of the Welsh Government Substance Misuse Strategy implementation plan, the Health Board local delivery plans and relevant local substance misuse action plans.

Decisions in relation to commissioning, performance and financial management are restricted to Responsible Authorities.

The WB APB is committed to ensuring that there is service user involvement in the planning, design, and delivery of services. The APB will ensure there is a variety of mechanisms in place to effectively engage and involve service users with their work, including direct representation to the Board, subgroups or via reporting structures with an established local service user fora, in accordance the Substance Misuse Treatment Framework.

Risk Management

The key risks that could affect the remit of the Western Bay APB have been assessed and relate to:-

- i. Governance
- ii. Finance
- iii. Service Delivery
- iv. Capital Assets
- v. Drug related deaths and serious infection in those injecting opioids
- vi. Access to services for those with co-occurring mental illness and substance misuse problems
- vii. Increased risks to alcohol-dependent service users once the Minimum Unit Pricing legislation is implemented
- viii. HB Boundary change
- ix. Service user involvement/participation

These risks will be assessed via a risk assessment matrix considering impact, likelihood, and severity, including mitigating actions.

Membership of the APB

Membership of the APB is to consist of:

- Responsible authorities
- Invited members
- Advisory Members (to be determined by the Board from time to time)

Membership is detailed below

Responsible Authorities			
Organisation	Designation	Members Representatives	Substitute Representative
Swansea Bay University Health Board	Assistant Director of Strategy	Joanne Abbot - Davies	vacant
	Director of Public Health	Keith Reid	vacant
	Clinical Lead	Dermot Nolan	None
	Primary Care SM Lead	Emily Dibdin	None
Neath Port Talbot Local Authority	Deputy Director of Education	Chris Millis	Claire Jones
Swansea Local Authority	Chief Officer Social Services	David Howes	Julie Thomas
South Wales Police – Western Division (Swansea and NPT)	Chief Superintendent	Joanna Maal	Gareth Morgan
South Wales Police and Crime Commissioner	Strategic Lead for commissioning, substance misuse and Mental Health	Angharad Metcalfe	Vacant
National Probation Service	LDU Head/ Deputy LDU Head	Rhian Lovell	Vacant
Mid and West Wales Fire and Rescue	Corporate Head of Prevention & Protection	Ashley Hoplins	Karen Jones

Invitee Members			
Organisation	Designation	Members Representatives	Substitute Representative
National Offender Management Service (NOMS)	Senior Manager OMU/Drug Strategy Manager	Neil Harding	-
Service Provider Representatives (1 per organisation)	WCADA	Yasmin Clancy	-
	BAROD	Jamie Harris (manager)	Sarah James
	PSALT	Carly Jones (Manager)	-
	SBUHB	Dai Roberts (Director MH)	-
Service User Representatives (2)	TBC	TBC	TBC
Department for Work and Pensions	DWP Employer and partnerships	Matthew Bennett	Helen Powell Mark Hurry
Supporting People/ Homelessness / Housing representative	NPT - Principal Officer, Social Care Commissioning, Housing Strategy, Supporting People and Homelessness Services Swansea - Partnership and Commissioning Manager	Chele Howard	-
		Jane Whitmore	-
Children and Young People Planning, i.e. children services / Youth Offending Team.	Head of Children and Young People Services	Keri Warren Julie Thomas	Julie Davies
Education Leisure And Lifelong Learning	Director of Education	Andrew Thomas (NPTCBC) Swansea TBC	
HMPPS (prisons)	Drugs Strategy Lead for Prisons in Wales	Lucy Peates	

Advisory Members (to be determined by the Board from time to time)			
Organisation	Designation	Members Representatives	Substitute Representative
Welsh Government	Regional Substance Misuse Advisor Welsh Government	Owen Venables	-
APB Support Team	Strategic Manager Partnerships & Community Cohesion	Claire Jones	-
	Commissioning Manager	Julia Jenkins	-
WB Regional Partnership Board	Programme Director	Kelly Gillings	Tbc

Chairs of task and finish or sub groups will be invited to attend as and when necessary, but are not standing members of the APB.

The role of APB Board Members

The seven Nolan principles, namely openness, objectivity, honesty, leadership, integrity, selflessness and accountability, guide those working in the public sector and are the bedrock for the APB.

APB members are expected to:

- i. Contribute to the implementation, monitoring and evaluation of the Area Planning Board work programme, commissioning strategy, and any related action plans.
- ii. Be aware of the performance measures, and the role of their organisation in improving these.
- iii. Show commitment to working towards the priorities set out in the All Wales Substance Misuse Implementation Plan
- iv. If required, act as a 'champion' or lead on a given area of activity.
- v. Be an active link (which includes communication and reporting) between the APB, the member's organisation and/or to other relevant partnerships.
- vi. Be active ambassadors for the APB.
- vii. Promote equality of opportunity in the work of the APB and constructively challenge discriminatory practice.
- viii. Represent their organisation at Board meetings (It is accepted that representatives on the APB remain accountable to their separate organisations).
- ix. Make a positive contribution, removing barriers, and balancing support with (constructive) challenge,
- x. treating people with respect
- xi. Contribute to meetings in accordance with such authority or delegation as is given to them by their organisations.

- xii. Contribute to the APB by participating in personal learning and development and activities and engaging in any performance management system that the APB decides to use.
- xiii. Be effective, having the necessary competence & capability
- xiv. Give their commitment to attend meetings, arrive on time, read papers, come properly briefed with necessary authority to contribute to the discussions, and have the necessary authority to contribute to any decisions (to recommend)
- xv. Be prepared to make decisions in an open and transparent way.
- xvi. Be prepared to develop an understanding of the role, and remit and wider landscape, seeing beyond the confines of their own organisations
- xvii. Having agreed a recommendation at the APB, responsible authority representatives are required to ensure that the necessary approval is sought within their own governance structures, and advise the APB accordingly.

Chairperson and Vice-Chairperson of APB

A Chairperson and Vice-Chairperson shall be elected every 3 years from amongst the Member Representatives of the Full Members of the APB.

The Vice-Chair person is responsible for the duties of the Chairperson in his/her absence and should report all developments to the Chairperson

Role of the Chairperson of the APB

The role of the chairperson is to ensure the APB operates efficiently and in line with the governance arrangements identified by each APB

Nominated substitutes at APB Meetings

Responsible authorities of the APB may nominate another person to attend a meeting in his or her place.

The Substitute Representative for each responsible authority must be confirmed to the Secretariat in advance (see table above).

Responsible authorities must advise the secretariat in advance if a substitute representative will be attending, prior to the meeting.

Any person nominated to attend APB meetings on behalf of a Responsible Authorities must be authorised by his or her organisation to act on behalf of the designated representative at APB meetings, including exercise any voting rights.

Information and papers relating to APB meetings will be expected to be made available by the Secretariat to nominated substitutes.

Nominated substitutes should not attend more than two consecutive meetings in the place of a Responsible authority representative of the APB.

Invited and advisory members may also nominate another person to attend, provided this is advised to the secretariat in advance.

APB procedures

Voting Rights & Decision making

Decisions by Board members to provide advice/recommendations will be taken by consensus wherever possible.

Decisions by Responsible authorities to provide advice/recommendations will be taken by consensus wherever possible.

An issue may be decided by vote, in which case, a majority decision is required from those Board members present and eligible to vote; decisions in relation to commissioning, performance and financial management are restricted to responsible authorities

Advisors and invited members may contribute to any debates involving such matters.

There is one vote per responsible authority (Swansea Bay University Health Board one vote, SWP one vote, etc.)

Responsible authorities must nominate in advance who has been delegated from their organisation to exercise the right to vote.

Responsible authorities must nominate in advance who will be their voting member substitute representative.

In the case of an equal number of votes, the Chairperson will retain the casting vote.

Cessation of membership

A Board member of the APB (responsible authority, invitee or advisory member) or nominated substitute will cease to be a member upon:

- Notifying his or her resignation to the APB or
- Ceasing to be a member or officer of the representative organisation or
- The representative organisation giving written notification to the APB of the representative's withdrawal from the APB
- Failing to attend, without good reason and having sent an apology in advance, for three consecutive meetings of the APB.

Should the APB consider the need to review the membership of an individual member or organisation, the Board member will have the right to be heard by the APB. Expulsion from the APB for good and sufficient reason must be supported by a two-thirds majority of those responsible authorities present and voting at the meeting.

Review of membership

The APB will undertake a formal annual review of:

- the Board Membership of the APB
- the sufficiency of the constituent organisations / sectors represented on the APB.
- its performance and effectiveness

Meetings

Urgent Matters Occurring Outside of Planned Meeting Dates

If there are urgent matters which require decisions outside of the planned cycle of APB meetings then one of two options may be considered as follows:-

- Call an Extraordinary Meeting of APB Members with the agreement of the Chair, Vice Chair and Full Members, or
- Email APB Members or if the matters requiring decision are related to financial, commissioning or procurement matters to email nominated representatives of the responsible authorities to seek consensus decisions, with the casting vote of the APB Chair if necessary.

There may be circumstances however where matters are heard and decided upon by responsible authorities only, and the discretion to call such a meeting rests with the Chair or Vice Chair

Notice and frequency of meetings

The APB will meet at least quarterly.

Any five Full Members of the APB can call for a special meeting.

Such requisition, made to the Secretariat, must specify the nature of the matter requiring consideration and the notices summoning the meeting must contain details of the matter to be discussed.

The meeting must be notified to responsible authority representatives by the Secretariat (APB Support Team) and must take place within 21 days of its notification.

Quorate meetings

For APB meetings to be quorate at least one third of the voting members (i.e. responsible authorities) must be present.

Agenda

The Secretariat (APB Support Team) will email all board members at least 3 weeks in advance of the meeting to request details of any matter they wish to be included on the agenda.

Members should respond with any items within 1 week of email notification.

The chairperson should approve the agenda in advance of it being issued.

Administrative matters

The Secretariat function of the Board will be delivered within the substance misuse co-ordination resources available to the APB through SMAF and joint commissioning revenue.

The agenda and related papers will normally be circulated by email 7 days in advance except in cases of urgency when 3 days' notice will be given.

Minutes of APB meetings will be taken by the Secretariat and will be agreed at the following meeting.

Minutes will include a list of those attending and of apologies received along with decisions made and actions arising.

Minutes will be made available to the wider community, in appropriate and accessible formats. It is noted that there may be exceptions to this depending on the nature of discussion.

Advisors and staff

Papers produced for the purposes of the APB shall be made available by the secretariat to the:

(i) The manager of the regional commissioning team, who:

- can contribute to meetings
- will be expected to advise on the considered direction of the APB

(ii) Advisors (Welsh Government)

The APB Support Team Manager and / or Welsh Government Advisors will:

- Advise Responsible Authorities and their partners on the development and implementation of their local / regional commissioning strategies; including the development of service specifications, costings and performance monitoring indicators.
- Provide advice on planning, performance and resource management issues including performance against the new core standards and the Key Performance Indicators for substance misuse.
- Advise on good practice.
- Review and monitor the progress of the APB in the delivery of the Welsh Government Substance Misuse Strategy.
- Work with partners to ensure compliance with the reporting requirements of the WNDSM and the TOP; this includes identifying data quality issues and facilitating resolution.
- Advise partners, senior management and Ministers on the resolution of performance issues.

Conflict of Interest

All Member representatives have the responsibility of notifying the Chairperson of a potential conflict of interest. Dependent on the type of interest the Member representative may be asked to leave the room for specific agenda items.

Information Sharing

Sharing information is part of good communication and is vital to the delivery and planning of substance misuse services. The APB should develop or adopt an existing information sharing protocol covering the use of both de-personalised and personalised data.

The latter will be particularly pertinent in the development of integrated care pathways. N.B. The Department of Health has produced a code of practice for NHS staff that addresses confidentiality issues.

Voluntary and private drug and alcohol treatment services may also find this code useful to inform their own policies. The document 'Confidentiality: NHS Code of Practice can be found on the Department of Health website at www.dh.gov.uk

Board Members of the APB and any subgroups are required to comply with the law governing the sharing of information in relation to the reduction of crime and disorder, namely regulations made under section 17A of the Crime and Disorder Act 1998.

Dealing with disputes

The APB will consider any concerns or criticisms that a Member may have in relation to the role or functioning of the APB and it will be within the discretion of the APB to resolve any issues by consensus and if appropriate by majority vote.

The Welsh Assembly Government may, in exceptional circumstances, determine appropriate action in relation to outstanding issues which have not been resolved by the APB under the above paragraph.

Financial / management arrangements

The APB will be required to nominate one of the Responsible Authorities to administer specific funding streams on its behalf.

The 'grant recipient' will receive the allocation of SMAF revenue on behalf of the APB area and then administer it in accordance with the agreement of the responsible authorities within the APB membership.

The APB will be allocated the top sliced LHB funding for substance misuse services and the SMAF capital and revenue budgets. Agreement on all expenditure will be decided by the APB, under the advisement of the APB designated group.

Other Budgets will be held by stakeholders and pooled as appropriate.

Clinical Governance

The Local Health Board's clinical representative will have a role in making recommendations in relation to ensuring appropriate clinical governance arrangements have been put in place in respect to services commissioned by the APB.

Equality

The APB must, in undertaking its aims and objectives, be committed to fair and equal treatment, in accordance with the law and recognising the value of diversity.

Subgroups

The APB may set up sub-committees of the Board or time-limited groups to assist in the discharge of the Board's functions.

The terms of reference for any sub-committees or time-limited groups will be set by the APB and recorded in its minutes.

All sub-committees and time-limited groups will remain accountable to the Board and will be required to report their activities to the Board as agreed by the Board.

Membership of Subgroups

It is understood there will be some areas of business where it is not appropriate for the full membership of the APB to be present, for example performance, finance or contract management issues and in these instances it may be appropriate for sub groups to lead on these areas of work.

The membership of sub-committees and time-limited groups shall be appropriate to the terms of reference. It will be expected that in carrying out the agreed terms of reference, sub-committees and time-limited groups will carry out such engagement as it considered necessary to the work in question but also to discharge the wider obligations set out in legislation, specifically the Equality Act 2010, the Crime and Disorder act 1998 as amended by the Police and Justice Act, the Well-being of Future Generations (Wales) Act 2015 and the Social Services and Well-being (Wales) Act 2014. Outline terms of reference are included at Appendix One.

The chairperson and vice-chairperson of sub-committees and time-limited groups will be agreed by the APB

In the event that a subgroup member is unable to attend a meeting, the member should ask an appropriate substitute to attend in his/her place.

A member of each subgroup may, by prior agreement with the chairperson, invite non-members to attend meetings to provide information and/or guidance on specific issues.

Sub group Meetings

Each subgroup will meet at on a frequency agreed with the APB

Meetings will be held at suitable times, and at venues which are accessible and comply with the requirements for the Disability Discrimination Act.

Additional meetings may be arranged as necessary with the prior agreement of the Chairperson.

The Chairperson will determine the agenda for the all meetings.

Minutes will be made available to the wider community, in appropriate and accessible formats. It is noted that there may be exceptions to this depending on the nature of discussion.

Reporting Procedures

Each subgroup will report back to the APB as directed by the APB.

The Chairs of each sub group, or their nominated deputies will attend APB Board meetings to provide feedback on the work of their individual sub groups.

Safeguarding

The APBs will have clear processes and procedures in place to manage any safeguarding issues which could emerge as a result of their commissioning arrangements.

Review of this memorandum of understanding

This memorandum of understanding will be reviewed and updated by the APB at least annually.

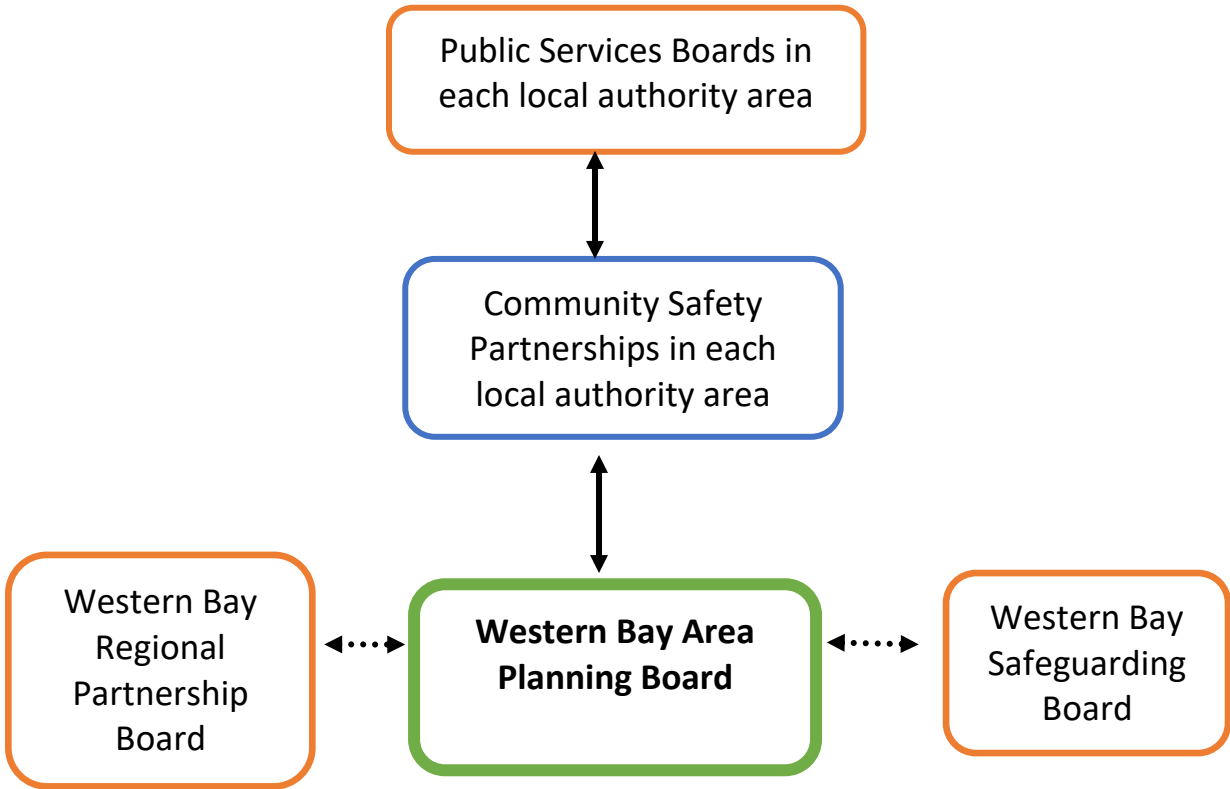
Any APB Board Member can make proposals to the APB regarding proposed changes to the memorandum of understanding at any time.

The APB will agree by a majority vote of the Member Representatives of Full Board Members present and voting at a Board meeting on any changes to this memorandum of understanding.

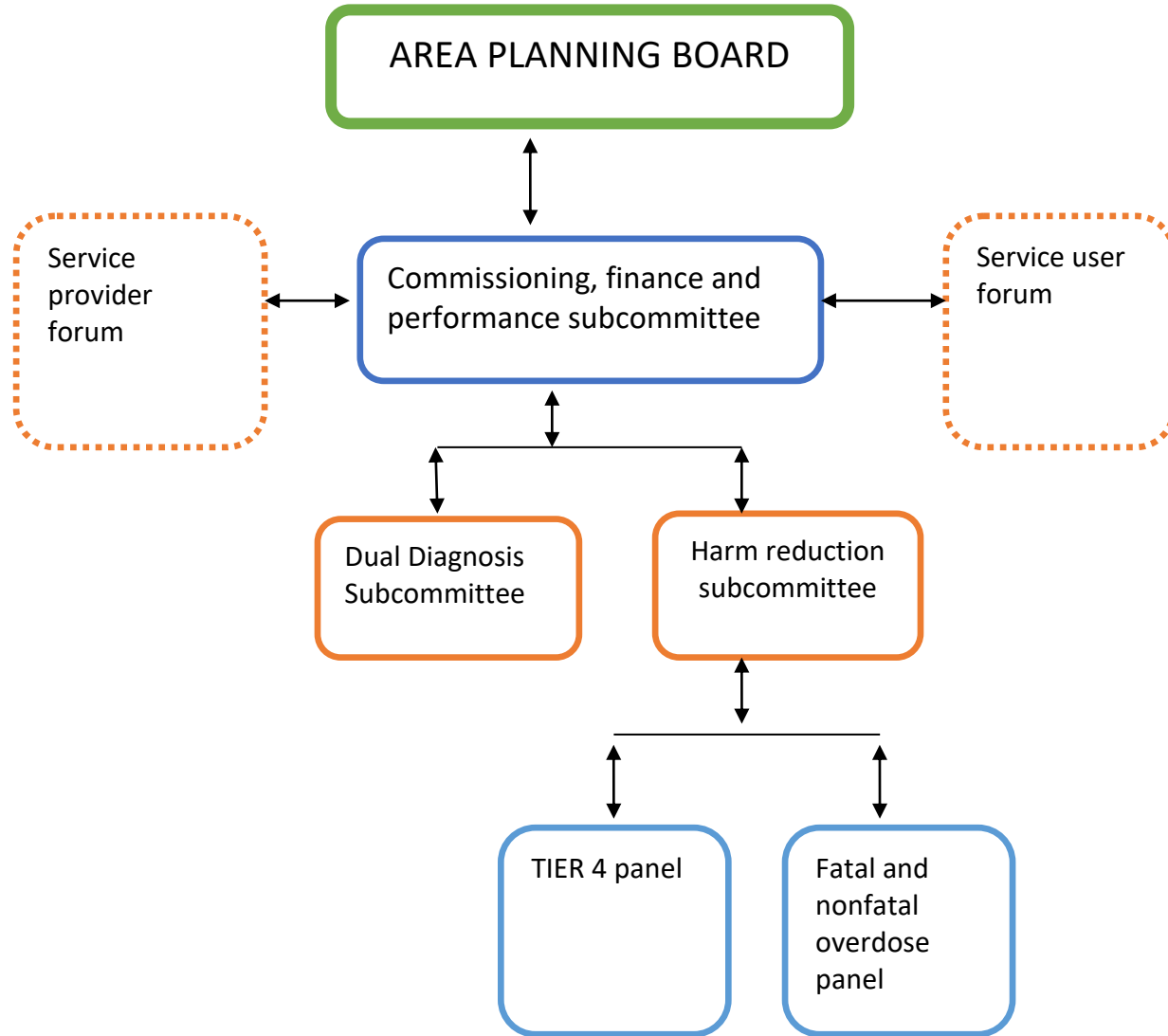
Legal Obligations

This Memorandum of Understanding is not intended to and does not create legally binding obligations between the Board Members.

WESTERN BAY APB STRUCTURE



WESTERN BAY APB SUPPORTING STRUCTURE



APB Board Members Induction Programme

As part of its corporate governance arrangements, Western Bay APB has agreed a series of activities, meetings, and key documents that combine to form a comprehensive induction programme for new members. As a new member to the board, you are asked to complete the induction programme according to the identified timescales. The whole programme is designed to be completed in the first 9 months of your membership, and once completed the signed checklist should be returned to the APB support team – contact details at the end.

NB: All referenced documents will be supplied to you electronically by the APB support team

FIRST THREE MONTHS OF MEMBERSHIP

Meetings

- Introductory meeting with the APB Chair
- Attendance at your first APB Meeting

Reading

- Western Bay APB Substance Misuse Commissioning Strategy (2015-18)
- National Substance Misuse Strategy for Wales: 2008-18
- Western Bay APB Governance Framework
- Welsh Government Guidance on the establishment of Area Planning Boards (Revised)
- Minutes from the previous APB meeting

FIRST NINE MONTHS OF MEMBERSHIP

Meetings

- Attendance at relevant APB sub group meetings
- Attendance at APB Meetings

Reading

- The most recent Western Bay APB Annual Report

NAME.....

ORGANISATION.....

DATE PROGRAMME COMMENCED.....

DATE PROGRAMME COMPLETED.....

SIGNED.....

On completion of the induction programme, please fill in your details in the space above, sign and return to:

Regional Substance Misuse Commissioning & Support Team
Western Bay APB
Substance Misuse Regional Team,
Neath Port Talbot County Borough Council,
Cimla Hospital,
Neath
SA11 3SU

Email: wbapb@neath-porttalbot.gov.uk

PART 2: Systems and Processes

Register of Interests

This Register of Interests includes all interests declared by Board members, sub group members, and the secretariat staff of Western Bay Substance Misuse Area Planning Board (the APB). In accordance with the Welsh Government National Core Standards for Substance Misuse, the APB's chair (via the APB Support Team Manager) must be informed of any interest which may lead to a conflict with the interests of the APB and the public for whom they commission services in relation to a decision to be made by the APB, or its supporting structures, that needs to be included in the Register within 28 days of the individual becoming aware of the potential for a conflict. Updates to the register will be undertaken twice yearly within APB meetings.

Interests that must be declared (whether such interests are those of the individual themselves or of a family member, close friend or other acquaintance of the individual) include:

- i. roles and responsibilities held within commissioned services;
- ii. directorships, including non-executive directorships, held in private companies or PLCs;
- iii. ownership or part-ownership of private companies, businesses or consultancies likely or possibly seeking to do business with the APB;
- iv. shareholdings (more than 5%) of companies in the field of substance misuse;
- v. a position of authority in an organisation (e.g. charity or voluntary organisation) in the field of substance misuse;
- vi. any connection with a voluntary or other organisation contracting for Substance Misuse Action Fund supported services;
- vii. research funding/grants that may be received by the individual or any organisation in which they have an interest or role;
- viii. any other role or relationship which the public could perceive would impair or otherwise influence the individual's judgment or actions in their role within the APB.

Western Bay Substance Misuse Area Planning Board (APB) Register of Interests

Name	Date	Position/ Role	Potential or actual area where interest could occur	Action taken to mitigate risk	Comments

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Performance reporting

The performance framework to the APB is currently under review. As an interim measure the following reports will be compiled and distributed by the APB support team.

Quarterly reports

Quarterly reports will constitute the primary performance reporting mechanism to the Commissioning, Finance and Performance Sub-Committee and to the APB itself. The quarterly reports will highlight areas for improvement and will include the following:

- An assessment of NKPI performance
- Acknowledgement of those indicators where a greater improvement has been achieved than expected during the quarter
- An alert to those indicators with declining performance levels
- Monitoring progress against indicators for which performance improvement actions are underway
- Progress Report detailing progress made against the agreed annual work plan
- Risk register update
- Financial report
- Update on status of specific actions carried out by task and finish groups
- Feedback from fatal/non-fatal panel

Annual report

The annual performance report will incorporate the key elements of the results of monthly and quarterly reports through the year, as well as those indicators that are only collected on an annual basis. The report will include a report against the NKPIs for the year, and a comprehensive annual performance report for each indicator will be incorporated into an annex to the report.

The annual performance report will constitute a key component of the APB Chairs annual report on the work of the Board.

PART 3: Signatories

Commitment to the Western Bay Area Planning Board Code of Conduct and Memorandum of Understanding

I acknowledge that I received a copy of the Governance Framework for the Western Bay Area Planning Board dated December 2018, and that I have read and understood both the Code of Conduct and the Memorandum of Understanding contained therein. I will comply with both the Code of Conduct and I will follow the principles of the Memorandum of Understanding. If I learn that there has been a violation of the Code, I will contact the Chair of the Area Planning Board. I acknowledge that the Code and the Memorandum of Understanding are not contracts and that nothing in the Code is intended to change the traditional relationship of employer and employee or contractor and contractee.

Dated: _____

Constituent's Signature

Constituent's Name (Please Print)

Employing Organisation

Appendix One: Outline Terms of Reference

Commissioning, Finance and Performance Sub-Committee

- i. Advise the Board on the steps needed to deliver the Welsh Government's substance misuse policy
- ii. Oversee the development and implementation of the Board's commissioning strategy
- iii. Oversee the development and implementation of the Board's estates strategy
- iv. Oversee the preparation of expenditure plans and provide assurance to the Board on financial performance and value for money
- v. Oversee the operation of the section 33 Agreement
- vi. Establish a service user involvement/engagement framework
- vii. Establish a performance and quality assurance framework. Advise the Board on the performance and quality of services commissioned by the Board
- viii. Provide an assurance on risk to the Board
- ix. Advise the APB on commissioning objectives/priorities and associated strategies/plans
- x. Direct and co-ordinate the needs assessment
- xi. Research best practice/evidence of what works
- xii. Develop service models that respond to identified need
- xiii. Oversee the preparation of service specifications
- xiv. Consult/inform/engage service users, carers and service providers
- xv. Advise the Commissioning, Finance and Performance Sub-committee on procurement options
- xvi. Oversee the procurement of services in line with the commissioning strategy and the selected procurement option
- xvii. Monitor expenditure against budget, highlighting projected variances and providing advice to the Commissioning, Finance and Performance Sub-Committee on actions that may be taken to address variances

Membership: Responsible bodies and Regional Commissioning Team. Others to be co-opted to advise on particular aspects of work.

Harm Reduction Sub-Committee

- i. Oversee the preparation of the Harm Reduction strategy for the Board
- ii. Advise the Board on the priorities to be pursued in relation to harm reduction
- iii. Research best practice/evidence in reducing harm to service users, their carers and the wider community
- iv. Receive reports from the drug poisoning panel and advise the Board on patterns, trends and actions that the Board should consider in relation to those trends and patterns
- v. Receive reports from the drug poisoning panel in relation to safeguarding concerns/incidents identified from their work and secure assurances that such safeguarding concerns/incidents have been appropriately responded to
- vi. Report to the Board on the availability, quality and safety of harm reduction services
- vii. Receive reports from the Tier 4 Panel and provide advice to the Board on the adequacy and safety of tier 4 provision

Membership: tbc

Provider Forum

To provide a venue for discussion on both strategic and operational issues affecting substance misuse services

To provide a mechanism for open communication and dialogue, and the sharing of good practice and knowledge exchange in relation to Service Provision and Practice

To provide a safe environment in which to share concerns, and have open dialogue,

Provide a forum to communicate strategic and business priorities,

Provide a forum to test ideas for service improvement

The key objectives of the group are to;

- To establish the views of provider agencies and ensure these are communicated to the APB
- To enable the APB Team and Service Providers to discuss issues in relation to commissioning and service provision (two-way dialogue)
- Receive feedback from the APB meetings and other sub groups of the APB.
- Contribute to the implementation of National and Local substance misuse strategies
- Respond to consultation exercises where appropriate
- To exchange information regarding data and performance and the operational usage of the National Database (NWIS).
- Highlight issues affecting service delivery
- Communicate key messages in relation to Substance Misuse. These include;
 - Changes in legislation
 - Local issues in relation to substance trends, drug litter etc.
 - Individual agency “hot” issues
 -

The membership of the group will consist of:

- Substance Misuse Commissioning team
- Substance Misuse Service Providers
- Substance Misuse commissioned services
- The Provider Forum may extend invitations to others to attend meetings as required.

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Dated

2021

- (1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**
- (2) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA**
- (3) SWANSEA BAY UNIVERSITY HEALTH BOARD**
- (4) MID AND WEST WALES FIRE AND RESCUE SERVICE**
- (5) THE CHIEF CONSTABLE OF SOUTH WALES POLICE**
- (6) WALES PROBATION**

FINANCIAL GOVERNANCE AND RISK SHARING AGREEMENT

SUBSTANCE MISUSE AREA PARTNERSHIP BOARD

THIS AGREEMENT is made the day of 2021

BETWEEN

- (1) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre, Port Talbot, SA13 1PJ (“Neath Port Talbot”)
- (2) **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea, SA1 3SN (“Swansea”)
- (3) **SWANSEA BAY UNIVERSITY HEALTH BOARD** of One Talbot Gateway, Baglan Energy Park, Seaway Parade, Port Talbot, West Glamorgan SA12 7BR (“the Health Board”)
- (4) **MID AND WEST WALES FIRE AND RESCUE SERVICE** of Lime Grove Avenue, Carmarthen, Carmarthenshire SA13 1SP
- (5) **THE CHIEF CONSTABLE OF SOUTH WALES POLICE** of South Wales Police Headquarters, Cowbridge Road, Bridgend CF31 3SU
- (6) **WALES PROBATION** of West Glamorgan House, 12 Orchard Street, Swansea SA1 5AD

(Together described as “the **Responsible Authorities**” or the “**Parties**” or “**Party**” when described in the singular)

WHEREAS:

- (1) The Parties to this Agreement are members of the Swansea Bay Substance Misuse Area Planning Board (APB) and are Responsible Authorities for the purpose of the Crime and Disorder Act 1998.
- (2) The Parties have agreed a Governance Framework for the APB in accordance with the Welsh Government Guidance.
- (3) In the absence of a pooled fund, the Parties wish to enter into this Financial Governance and Risk Sharing Agreement (the Agreement).
- (4) This Agreement is supplementary to the Governance Framework.
- (5) Neath Port Talbot has agreed to act as the Grant recipient and procure contractors for the provision of the Service.

(6) This Agreement will govern the financial arrangements between the Parties and provide a framework for risk sharing pursuant to the Welsh Government Guidance.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions and Interpretation

1.1 For the purpose of this Agreement the following definitions apply:

“Agreement” means this agreement as agreed between the Parties

“**Area Planning Board**” means the Swansea Bay Substance Misuse Area Planning Board

“**Award Letter**” means the letter from Welsh Government to Neath Port Talbot setting out the Grant Funding for Financial Year 2021/2022 which is appended at Schedule 2 together with any subsequent Welsh Government award letters in relation to the Grant Funding for the same Financial Year and letters from Welsh Government in relation to the Grant Funding for subsequent Financial Years

“**Conditions**” means the conditions set out in the Award Letter

“**Governance Framework**” shall mean the governance framework in relation to the Area Planning Board appended at Schedule 1

“**Commencement Date**” shall mean the date of this Agreement

“**Confidential Information**” shall mean any information which has been designated as confidential by a Party or Parties or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which related to the business, affairs, assets, goods or services or operations of the Parties.

“**Data Protection Legislation**” shall mean (i) the General Data Protection Regulation (Regulation (EU) 2016/679), as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including any further amendment or modification by the laws of the United Kingdom or part of the United Kingdom from time to time), (ii) the Data Protection Act 2018; (iii) any laws that implement such laws; any laws which replace, extend, re-enact, consolidate or amend any of the foregoing (whether or not before or after the date of this Agreement)

“First Financial Year” shall mean the Financial Year commencing 1st April 2021

“Financial Year” shall mean the period of twelve months beginning on 1st April in each year

“Grant Funding” shall mean the SMAF

“Guidance” shall mean the Welsh Government “Working Together to Reduce Harm” Revised Guidance for Substance Misuse Area Planning Boards 2017

“Health Board” shall mean the Swansea Bay University Health Board

“the Local Authorities” shall mean those local authorities constituted as Principal Councils under Section 21 of the Local Government Act 1972 who are Parties to this Agreement and any reference to a Local Authority shall mean reference to one of the Councils who are Parties to this Agreement

“the Region” shall mean the sum of the areas administered by the Local Authorities

“the Service” shall mean the provision of services in relation to alcohol or other substance abuse or misuse in the Region in accordance with the Welsh Government’s National Core Standards for Substance Misuse, the Guidance, and as specified by the Area Planning Board

“Substance Misuse Action Fund/SMAF” shall mean the revenue and funds received from the Welsh Government

1.2 In this Agreement:

1.2.1 any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute

1.2.2 references to any clause, sub-clause, schedule or paragraph without further designation shall be construed as a reference to the clause, sub-clause schedule or paragraph to this Agreement so numbered

- 1.2.3 the clause, paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 1.2.4 person shall mean corporation, partnership, firm, unincorporated association and natural person
- 1.2.5 the singular includes the plural and vice versa
- 1.2.6 the Schedules form part of the Agreement and have the same force and effect as if expressly set out in the body of the Agreement and any reference to this Agreement shall include the Schedules

2. Relevant statutory powers

This Agreement is made under the powers conferred by Sections 101, 102 and 113 of the Local Government Act 1972; Sections 2 and 20 of the Local Government Act 2000; the Crime and Disorder Act 1998; the National Health Service (Wales) Act 2006; the Well-being of Future Generations (Wales) Act 2015; and the Local Government and Elections (Wales) Act 2021.

3. Grant recipient

- 3.1 It is agreed that Neath Port Talbot will act as the grant recipient for the Grant Funding issued by the Welsh Government to the Swansea Bay Area Planning Board (the APB).
- 3.2 The Responsible Authorities agree that Neath Port Talbot shall accept the offer of Grant Funding set out in the Award Letter, on behalf of the Responsible Authorities.
- 3.3 The Responsible Authorities undertake to and covenant with each other that they will adhere to the terms of this Agreement and will observe, perform and comply in all respect with the Conditions and will not act in a manner which places Neath Port Talbot in breach of its obligations under the Conditions.

4. Administration of the Grant Funding

- 4.1 In its administration of the Grant Funding Neath Port Talbot shall comply with the Conditions.
- 4.2 Neath Port Talbot shall receive and make payments out of the Grant Funding and shall hold the same in accordance with its financial procedure rules, financial regulations and contract procedure rules.
- 4.3 Neath Port Talbot shall enter into and use its reasonable endeavours to procure and secure the performance of all contracts approved by the APB subject to its corporate procurement rules and procedures.
- 4.4 The Responsible Authorities shall cooperate together to ensure that the Conditions are complied with and that the objectives of any Grant Funding are met and any performance indicators or Service standards are met.
- 4.5 The Responsible Authorities shall record and preserve for such period as Neath Port Talbot shall require any information or evidence required to claim any Grant Funding and any audit relating to Grant Funding or the services generally and shall provide it to Neath Port Talbot on request.
- 4.6 The Responsible Authorities shall fully cooperate with any examination of the Services or other audit in relation to the Grant Funding as required by Neath Port Talbot or the Welsh Government.
- 4.7 If any requirement to repay the Grant Funding arises out of a failure by any Responsible Authority to comply with the terms of this Agreement or any terms and conditions under which the Grant Funding is provided then that Responsible Authority shall reimburse the other Responsible Authorities for the cost of that repayment and if there has been a failure to comply by more than one Responsible Authorities then the cost of reimbursement shall be shared between those Responsible Authorities who have failed to comply in the proportion agreed by the APB and in the absence of agreement the matter shall be referred to the Dispute Resolution Procedure in paragraph 12 of the Schedule 3 to this Agreement.

5. Additional Financial Contributions

- 5.1 It is agreed that Neath Port Talbot, Swansea and the Health Board shall make financial contributions for the Services in addition to the Grant Funding (the “Additional Contributions”). The Additional Contributions for Financial Year 2021/22 are set out in Schedule 4.
- 5.2 The Additional Financial Contributions to the Service for future Financial Years shall be agreed by the APB at least four weeks before the start of the Financial Year
- 5.3 The APB shall agree and determine the Additional Contributions for each Financial Year. Any disagreement shall be resolved in accordance with the Dispute Resolution Procedure in paragraph 12 of the Schedule 3 to this Agreement.
- 5.4 It is agreed that the Additional Contributions are non-pooled funds (the Health Board funds and the Authorities’ funds are not pooled together).

6. Indemnities

- 6.1 The Responsible Authorities shall jointly indemnify and keep indemnified Neath Port Talbot against all liabilities, losses, actions, claims, demands, proceedings, damages, costs, charges, losses and expenses whatsoever and howsoever arising whether in respect of contract, tort or otherwise, directly, out of or in consequence of or in connection with its role pursuant to this Agreement except where the liability arises from any fraud, dishonesty, negligence, unlawful expenditure, libel or slander on the part of Neath Port Talbot and/or where Neath Port Talbot has acted outside the scope of its authority.
- 6.2 Neath Port Talbot shall indemnify and keep indemnified the other Responsible Authorities against all liabilities, losses, actions, claims, demands, proceedings, damages, costs, charges, losses and expenses whatsoever and howsoever arising whether in respect of contract, tort or otherwise, directly, out of or in consequence of or in connection with Neath Port Talbot’s fraud, dishonesty, negligence, unlawful expenditure, libel or slander in connection with its role pursuant to this Agreement and/or where Neath Port Talbot has acted outside the scope of its authority.

7. Period of Agreement and Termination

- 7.1 The Agreement shall commence on the Commencement Date and shall remain in force until the dissolution of the Area Planning Board or termination of the Governance Agreement or termination of this Agreement in accordance with Clause 7.2 or Paragraph 7 Schedule 3, whichever is earlier.
- 7.2 After the first Financial Year of the Agreement if any Party wishes to terminate the Agreement it shall give to the Grant Recipient not less than twelve months notice in writing in advance to expire on the 31st March of the applicable Financial Year.

8. Enforceability of provisions following Termination

The following provisions shall remain enforceable between the Parties following termination of this Agreement:-

Clause 4 – Administration of Grant Funding
Clause 6 - Indemnities
Clause 7 - Termination
Schedule 3 Paragraph 1 – Confidentiality
Schedule 3 Paragraph 2- Data Protection
Schedule 3 Paragraph 3 – FOI
Schedule 3 Paragraph 11 – Litigation
Schedule 3 Paragraph 12 – Dispute Resolution

9 Supplemental Provisions

The provisions of the Third Schedule shall apply to this Agreement

10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales

11 Entire Agreement

11.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement

11.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty or understanding whether negligently or innocently made of any person whether Party to this Agreement or not other than as expressly set out in this Agreement

12 Counterparts

12.1 This Agreement may be entered into in the form of any number of counterparts, each executed by one or more of the Parties, all of which taken together shall constitute one and the same instrument. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original of their counterpart

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS DEED:

THE COMMON SEAL of)
NEATH PORT TALBOT)
COUNTY BOROUGH COUNCIL)
was hereunto affixed in the)
presence of:)

Proper Officer

THE COMMON SEAL of)
THE COUNCIL OF THE CITY)
AND COUNTY OF SWANSEA)
was hereunto affixed in the)
presence of:)

Authorised Officer

THE COMMON SEAL of)
SWANSEA BAY)
UNIVERSITY HEALTH)
BOARD was hereunto affixed in the)
presence of:)

THE COMMON SEAL of)
MID AND WEST WALES)
FIRE AND RESCUE)
SERVICE was hereunto affixed in the))
presence of:)

THE COMMON SEAL of)
CHIEF CONSTABLE OF)
SOUTH WALES)
POLICE)
was hereunto affixed in the)
presence of:)

THE COMMON SEAL of)

THE WALES PROBATION)
SERVICE)
was hereunto affixed in the)
presence of:)

**FIRST SCHEDULE
SWANSEA BAY AREA PLANNING BOARD GOVERNANCE
FRAMEWORK**



Western Bay APB -
Governance Framewo

SECOND SCHEDULE AWARD LETTER



SMAF Revenue
Award of Funding Sw

THIRD SCHEDULE
SUPPLEMENTARY PROVISIONS

1. Confidentiality

1.1 The Parties shall:

1.1.1 treat all Confidential Information as confidential and safeguard it accordingly and

1.1.2 not disclose any Confidential Information of any other Party without the prior written consent of that Party, except to such person and to such extent as may be necessary for the performance of the Service

1.2 Each Party shall take all necessary precautions to ensure that all Confidential Information obtained from other Parties under or in connection with the Service:-

1.2.1 is given only to such of the staff or contractors engaged in connection with the performance of the Service as is strictly necessary for the performance of the Service and only to the extent necessary for performance of the Service;

1.2.2 is treated as confidential and not disclosed (without prior approval) or used by any person otherwise than for the purposes of the Service.

1.3 Each Party shall ensure that its staff are aware of the confidentiality obligations under this Agreement

1.4 Each Party shall not use any Confidential Information it received from another Party otherwise than for the purposes of the Service

2. Data Protection

- 2.1 In this paragraph 2, the terms Personal Data, Personal Data Breach, Process, Controller and Processor have the meanings given in the Data Protection Legislation.
- 2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Parties are each independent Controllers. Where a Party considers that, in order to comply with the instruction of another Party to Process Personal Data under this Agreement, the Party would be acting as a Processor the Party shall notify the other Party and the Parties shall enter into a data processing agreement prior to such Processing taking place.
- 2.3 The Parties shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 2.3.1 comply at all times with its obligations under the Data Protection Legislation; and
 - 2.3.2 maintain in place appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss, damage or destruction taking into account the nature of the Personal Data and the harm that may result from any Personal Data Breach.
- 2.4 Each Party shall fully co-operate with and promptly and properly respond to all enquiries from the Grant Recipient relating to its processing of Personal Data in relation to this Agreement.
3. **Freedom of Information Act 2000 and the Environmental Information Regulations 2004**
 - 3.1 The Parties acknowledge that they are subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 together referred to as (FOIA) and all information held by the Parties is subject to this Legislation
 - 3.2 The Parties shall provide all necessary assistance as reasonably requested by each other to respond to a request made under FOIA in accordance with the legislation
 - 3.3 Each Party shall be responsible for determining at its absolute discretion whether information held by it is exempt from disclosure in accordance with the provisions of FOIA and whether the information is to be disclosed in respect of any request made to it

3.4 The Parties shall provide all the necessary information to the Grant Recipient to answer any complaints under the its complaints procedures or enquiries from any statutory body

4. **Force Majeure**

4.1 Notwithstanding anything else contained in this Agreement no Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not by way of limitation national emergency, war, flood, earthquake, strike or lockout other than a strike or lockout induced by the Authority so incapacitated, imposition of governmental regulations or law which renders performance of the Agreement impossible

4.2 The Parties agree to give written notice forthwith to the other upon becoming aware of the reasons likely to result in a delay and of the likely duration of the delay and subject to the giving of each notice, the performance of such notifying Party's obligations shall be suspended during the period such circumstances persist and such notifying Party obligations shall be granted an extension of time for performance equal to the period of the delay.

4.3 Any costs arising from such delay shall be borne by the Authority incurring the same

5. **Variation**

If all Parties agree to changes to this Agreement a memorandum of variation shall be prepared by the Grant Recipient for execution on behalf of the Parties and appended to this Agreement

6. **No Partnership**

6.1 Nothing in this Agreement shall be construed as establishing or implying any legal partnership between the Parties and except as stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorise any Party

6.1.1 to incur any expenses on behalf of the other Party

6.1.2 to enter into any engagement to make any representation or warranty on behalf of the other Party

6.1.3 to pledge the credit of or otherwise bind or oblige the other Party or

6.1.4 to commit the other Party in any way whatsoever without in each case obtaining that other Party's prior written consent

7. Statutory change to status of Parties

This Agreement shall terminate on the coming into effect of any statutory change under which any of the Parties shall cease to exist or cease to have powers or duties for the provision of the Services

8. Severability

8.1 If any of the provisions of this Agreement is found by a Court or other competent authority to be void or unenforceable such provisions shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect

8.2 Notwithstanding the foregoing the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

9. The Contracts (Rights of Third Parties) Act 1999

The Parties agree that the provisions of the said Act are hereby excluded

10. Co-operation

The Parties agree at their own cost to co-operate fully with each other and provide such information and assistance as the other may reasonably require in connection with any actual or potential legal proceedings

arbitration hearings inquiries ombudsman enquiries inspections internal investigations and disciplinary hearing arising out of or in connection with the provision of this Agreement provided that such obligation shall not extend to any such proceedings between the Parties

11. Litigation

11.1 The Parties agree to promptly notify the others by written notice upon becoming aware of or in receipt of any process or other notice of the commencement of proceedings in which any Party is named in connection with this Agreement

11.2 No litigation will be commenced in connection with anything arising out of this Agreement without the prior written consent of all the Parties

11.3 The Parties shall fully and effectively co-operate with each other in the prosecution defence settlement negotiations in relation to proceedings

11.4 No settlement of any claim made against any Party in connection with or arising from this Agreement, will be made without that Party's consent

12. Dispute Resolution

12.1 Prior to any dispute difference or disagreement being referred to mediation pursuant to the remaining provisions of this paragraph 12 the Parties shall seek to resolve the matter as follows:

12.1.1 in the first instance the issue shall be considered by chief officers with delegated responsibility for the Service

12.1.2 if the aforementioned chief officers are unable to resolve the matter within 30 working days then the issue shall be referred to the Head of Paid Service of the Local Authorities and the Chief Executive officer of the other Parties

12.1.3 if the Heads of Paid Service/Chief Executive officer are not able to resolve the matter within a further thirty (30) working days the provisions of paragraph(s) 12.2 and 12.3 shall take effect

12.2 In the event of the Heads of Paid Service/Chief Executive officer not being able to resolve the matter shall be dealt with by the following mediation procedure:

- 12.2.1 for the purpose of this paragraph 12.2 a dispute shall be deemed to arise when one Party serves on the other a notice in writing stating the nature of the dispute
 - 12.2.2 every dispute notified under this paragraph 12.2 shall first be referred to mediation in accordance with the mediation procedures of the Alternative Dispute Resolution Group London
 - 12.2.3 the mediator shall be agreed upon by the Parties and failing such agreement within fifteen (15) working days of one Party requesting the appointment of a mediator and proposing a name then the mediator shall be appointed by the head of the division of the Welsh Government for the time being with responsibilities for the oversight of the Services
 - 12.2.4 unless agreed otherwise the Parties shall share equally the costs of mediation
 - 12.2.5 the use of mediation will not be construed under the doctrines of laches waiver or estoppel to affect adversely the rights of any Party and in particular any Party may seek a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to avoid irreparable damage
- 12.3 In the event of the Parties failing to reach agreement following mediation the following procedure s shall be followed:
- 12.3.1 in the event of the Parties failing to reach agreement on their dispute or difference following mediation pursuant to paragraph 12.2 one Party may serve on any other a notice in writing stating the nature of the matters still in dispute
 - 12.3.2 the dispute or difference shall then be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 (“the Arbitration Act”)
 - 12.3.3 in the event of failure of the Parties to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be by the President (or if the President be unwilling, unable or unavailable) the Vice President for the time being of the Law Society

12.3.4 the arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one Party sends to the other written notice in accordance with the Arbitration Act

12.3.5 the arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrator(s)/The Rules of the London Court of International Arbitration for the Chartered Institute of Arbitrators or any amendment or modification thereof being in force at the date of commencement of the arbitration

13. Notices

13.1 Any demand notice or other communication given or made under or in connection with this Agreement will be in writing and sent to the Head of Paid Service of any Local Authority Parties and the Chief Executive Officer of any other Parties

13.2 Any such demand notice or other communication will if given or made in accordance with this clause be deemed to have been duly given or made as follows:

13.2.1 if sent by prepaid first class post on the Third working day after the date of posting or

13.2.2 if delivered by hand upon delivery at the address provided for in this Agreement or

13.2.3 if sent by email to the address as notified in writing by the Parties as being the email address for service on receipt of confirmation of receipt from the recipient or

13.2.4 if sent by facsimile on the day of transmission provided that a confirmatory copy is sent by pre-paid first class post on the same working day that the facsimile is transmitted

provided however that if it is delivered by hand or sent by facsimile or email on a day which is not a working day or after 4.00pm on a working

day it will instead be deemed to have been given or made on the next working day

- 13.3 Any such demand notice or other communication will in the case of the service by post or delivery by hand be addressed to the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the Parties as being the address for service
- 13.4 Any such demand notice or other communication will in the case of service by facsimile be sent to the recipient using the facsimile number then used by the recipient at an address which in accordance with this clause could have been used for service by post

SCHEDULE 4
ADDITIONAL FINANCIAL CONTRIBUTIONS

	£
NPTCBC	43,797.00
City & County of Swansea (006368)	116,279.00
SBUHB Swansea (040554)	3,000.00
SBUHB NPT (040554)	3,000.00
	<hr/>
	166,076.00

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Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: Western Bay Area Planning Board Governance Framework and Risk Sharing Agreement

The Area Planning Board enables NPT and other responsible authorities to meet their statutory duties in respect of The Crime and Disorder Act 1998 on regional footprint. The legislation places a duty on responsible authorities in Wales and England to formulate and implement a strategy for combatting the misuse of drugs, alcohol and other substances in the area. The aim of the Western Bay Area Planning Board is to bring together representatives of the Responsible Authorities, and other organisations (invited members and advisors) to improve and strengthen the arrangements for the planning, commissioning and performance management of substance misuse services across Neath Port Talbot and Swansea. The Western Bay Area Planning Board (APB) is required to have robust governance arrangements in place in order to meet its obligations under the National Core Standards for Substance Misuse.

A governance framework for the Western Bay APB has been developed and approved by the APB. This document provides clarity on the role of APB Board Members, and sets out a Code of Conduct and a Memorandum of Understanding that will ensure that decisions are clear, transparent and that there is clear accountability for the Board's work. This document governs how the APB of which NPTC is a member functions and works effectively.

The Risk Sharing Agreement addresses the need to document that the Council (NPTCBC) is the grant recipient of the SMAF funding on behalf of the responsible authorities and will be the party to contracts commissioned with the funding. There is also the need to cover the financial management and risk arrangements/allocation as in the absence of the Agreement the Council carries the legal risk in relation to the receipt of the funding and the contracts it enters into. The Risk Sharing Agreement sets out that the Council will act as the SMAF recipient and will administer it in accordance with its internal rules and procedures and will comply with the grant terms and conditions. It also requires all responsible bodies to cooperate to ensure compliance with the grant conditions. The risk associated with the Council acting as grant recipient and contracting authority is fairly spread between the responsible authorities. The Council and each of the responsible authorities will be responsible for liabilities resulting for each of their own acts or omissions. The Risk Sharing Agreement will be legally enforceable between the parties. This is an internal function between parties to the APB, albeit it will enable ongoing Commissioning, etc.

Service Area: Partnerships & Community Cohesion – AP Commissioning & Development

Directorate: ELL

2. Does the initiative affect:

	Yes	No
Service users		/
Staff		/
Wider community		/
Internal administrative process only	/	

3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age		/				The governance framework and risk-sharing agreement guide and inform the way the APB and partners work, and shares the risk in terms of future contracting/commissioning. Such decisions are not made in isolation, and they would themselves be subject to an IIA. Therefore the endorsement of the governance framework and adoption of the risk sharing agreement as an internal legal function between the reasonable authorities, does not at this stage impact by way of age or other protected characteristic below.
Disability		/				As above
Gender Reassignment		/				As above
Marriage/Civil Partnership		/				As above
Pregnancy/Maternity		/				As above
Race		/				As above
Religion/Belief		/				As above
Sex		/				As above

Sexual orientation		/				As above
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4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		/				People using substance use services can use Welsh as their language of choice, the governance document and risk sharing agreement have no impact on this.
Treating the Welsh language no less favourably than English		/				As above

5. Does the initiative impact on biodiversity:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		/				
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment,		/				

such as air quality, flood alleviation, etc.						
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6. Does the initiative embrace the sustainable development principle (5 ways of working):

	Yes	No	Details
Long term - how the initiative supports the long term well-being of people	/		The Area Planning Board enables NPT and other responsible authorities to meet their statutory duties in respect of The Crime and Disorder Act 1998 on regional footprint. The legislation places a duty on responsible authorities in Wales and England to formulate and implement a strategy for combatting the misuse of drugs, alcohol and other substances in the area. The APB has been in existence since 2010, and these frameworks strengthen, regularise and formalise existing working relationships which will now and in the long term improve the functioning of the Board and the outcomes it achieves. The APB has a number of legacy 'contracts' in place and making changes to the way services are delivered is impeded by the absence of a risk sharing agreement. The risk sharing agreement will enable commissioning decisions to be enacted without all the risk falling on NPTCBC.
Integration - how the initiative impacts upon our wellbeing objectives	/		The purpose of the Western Bay Area Planning Board is to bring together representatives of the Responsible Authorities, and other organisations (invited members and advisors) to improve and strengthen the arrangements for the planning, commissioning and performance management of substance misuse services across Neath Port Talbot and Swansea. The governance document and risk sharing agreement, formalise and govern the way the partnership works and how decisions are made, and how the Board will function. Therefore the impact of both documents is positive in terms of providing a clear, open and transparent


			framework within which partners can work, and for example the behaviours expected.
Involvement - how people have been involved in developing the initiative	/		<p>The APB is made up of the responsible authorities who are</p> <ol style="list-style-type: none"> 1. Swansea Bay University Health Board 2. City and County of Swansea Council 3. Neath Port Talbot County Borough Council 4. South Wales Police 5. National Probation Service 6. Mid and West Wales Fire and Rescue Service 7. Representative from Police & Crime Commissioner's office <p>Together with other representatives (advisers and invited members) including Welsh Government, Public Health Wales, Providers,</p> <p>Both documents have been discussed at and agreed at the APB or its subgroup (Commissioning Finance & performance), and developed accordingly.</p> <p>Each responsible authority must take the governance framework and risk sharing agreement through their own respective governance frameworks.</p>
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	/		<p>The purpose of the Western Bay Area Planning Board is to bring together representatives of the Responsible Authorities, and other organisations (invited members and advisors) to improve and strengthen the arrangements for the planning, commissioning and performance management of substance misuse services across Neath Port Talbot and Swansea. The governance document and risk sharing agreement, formalise and govern the way the partnership works and how decisions are made, and how the Board will function. Therefore the impact of both documents is positive in terms of providing a clear, open and transparent framework within which partners can work, and for example the behaviours expected. In summary this strengthens the existing relationships and the way the APB works and the outcomes it can achieve.</p>

<p>Prevention - how the initiative will prevent problems occurring or getting worse</p>			<p>The Area Planning Board enables NPT and other responsible authorities to meet their statutory duties in respect of The Crime and Disorder Act 1998 on regional footprint. The legislation places a duty on responsible authorities in Wales and England to formulate and implement a strategy for combatting the misuse of drugs, alcohol and other substances in the area. Prevention and education including harm reduction are integral elements of the work of the APB and its commissioned providers.</p>
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7. Declaration - based on above assessment (tick as appropriate):

<p>A full impact assessment (second stage) is not required</p>	<p>/</p>
<p>Reasons for this conclusion</p>	
<p>The governance framework and risk sharing agreement will enable the more effective working of the Area Planning Board in fulfilment of statutory responsibilities, and formalise/regularise existing working relationships. Any actions arising including commissioning of services will be the subject of IIA in their own right.</p>	

A full impact assessment (second stage) is required	
Reasons for this conclusion	
N/A	

	Name	Position	Signature	Date
Completed by	Claire Jones	Strategic manager Partnerships and Community Cohesion		13th December 2021
Signed off by		Head of Service/Director		

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Cyngor Castell-nedd Port Talbot
Neath Port Talbot Council

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

Regeneration and Sustainable Development Cabinet Board

14 January 2022

**Report of the Head of Property and Regeneration
– S. Brennan**

MATTER FOR DECISION

WARDS AFFECTED: BRYN & CWMAVON

PROPOSED DISPOSAL OF FORMER PUBLIC TOILETS IN PROXIMITY TO BRYN COMMUNITY CENTRE, BRYN

Purpose of the Report:

To obtain Members approval to demolish the former public convenience block in proximity of Bryn Community Centre, Maesteg Road, Bryn, Port Talbot

Executive Summary:

Approval is sought to demolish the former public convenience block in proximity of Bryn Community Centre, Maesteg Road, Bryn, Port Talbot

Background:

The Council hold freehold title to the former public convenience block in proximity of Bryn Community Centre, Maesteg Road, Bryn, Port Talbot as approximately shown coloured Black on the attached plan

The facility has not been in use for many years. The exact date of closure is unknown however it is thought that the toilets have been closed to the public since at least 2001.

The toilet block is currently in a very poor state of repair and an eyesore. A Condition Survey was carried out on the property in 2010, which suggested that if the facility were to be brought back in to use then it would require a complete refurbishment. The cost of this at the time was estimated to be around £70,000, however, it is now likely to be considerably more than this.

It was recommended in the Strategic Asset Management Plan in February 2005, that any public conveniences categorised as not in use be demolished as and when resources permit with thereby removing any future maintenance or repair obligations for these facilities.

Since then, all other buildings in this category have either been demolished and/or removed from Council responsibility.

The Council has obtained a quotation for the demolition of the former toilet block, in the sum of £11,750 to include for the removal of the slab and clearing any waste from the site.

Given that the toilet has not been in use for over two decades it would be of no loss to the local community, and would cost a considerable sum more to bring the public convenience back into use than to demolish it, it is therefore recommended that the toilet block be demolished as soon as reasonably possible, thus relieving the Council of any future financial or maintenance obligations.

Financial Impacts:

The cost to the Authority for the demolition of the property and the removal of waste would be £11,750 which is being funded from within the budget.

Integrated Impact Assessment:

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties under the Equality Act 2010, the Welsh Language Standards (No 1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016. The first stage assessment has indicated that a more in-depth assessment is not required.

Valleys Communities Impacts:

No implications.

Workforce Impacts:

No implications.

Legal Impacts

No implications.

Risk Management Impacts:

There are no risk management issues associated with this report.

Consultation:

There is no requirement for external consultation on this item.

The local Ward Councillors have been consulted and are supportive of the proposal.

Recommendations:

Having had due regard to the first stage Integrated Impact Assessment Members are requested to provide the Head of Property and Regeneration with delegated authority to proceed with the demolition of the former public convenience block.

Reasons for Proposed Decision:

To enable the demolition of surplus property which would relieve the Council of any future financial or maintenance obligations.

Implementation of Decision:

The decision is proposed for implementation after the three-day call in period.

Appendices:

See attached plan – appendix 1.
Appendix 2 - IIA

List of Background Papers:

None.

Officer Contact:

Mollie Goatson, Estates Officer, Property and Regeneration
Tel: 01639 686687 or e-mail m.goatson@npt.gov.uk

Impact Assessment - First Stage

1. Details of the initiative

Initiative description and summary: Demolition of Former Public Toilets in proximity of Bryn Community Centre
Service Area: Property & Regeneration
Directorate: Environment & Regeneration

2. Does the initiative affect:

	Yes	No
Service users		✓
Staff		✓
Wider community		✓
Internal administrative process only		✓

3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.
Disability		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.
Gender Reassignment		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.
Marriage/Civil Partnership		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.

Pregnancy/Maternity		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.
Race		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.
Religion/Belief		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.
Sex		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.
Sexual orientation		✓				The nature of the proposal is such that no protected characteristics are impacted as the proposal relates to the demolition of an old vacant dilapidated property.

4. Does the initiative impact on:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		✓				The nature of the proposal is that it relates to the demolition of an old vacant dilapidated property only and as such people's opportunities to use the Welsh language are not impacted on.
Treating the Welsh language no less favourably than English		✓				The nature of the proposal is that it relates to the demolition of an old vacant dilapidated property only and such the Welsh language is not treated less favourably than the English language.

5. Does the initiative impact on biodiversity:

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity	✓				L	It was identified that the toilet block may have potential to support bats and nesting birds. A survey was undertaken by the Countryside and Wildlife Team and no bats were confirmed to be using the building, however the potential for nesting birds could not be ruled out. The demolition of the building is recommended to be undertaken outside of the bird nesting season and that pre-works checks are undertaken by an ecologist. Bird boxes will be placed in the adjacent treeline to provide mitigation and enhancement for the demolition. With the mitigation/enhancement proposed the impact on biodiversity will be minimal.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.	✓				L	The toilet block was not found to support any significant biodiversity interest and does not contribute to local ecosystems, providing little in the way of ecosystem services. The removal of the building and the intended erection of bird boxes will potentially improve the resilience and biodiversity interest of the woodland/tree line.

6. Does the initiative embrace the sustainable development principle (5 ways of working):

	Yes	No	Details
Long term - how the initiative supports the long term well-being of people	✓		The property is old vacant and dilapidated and has been closed to the public for over 20 years. Demolition of the property will enable the Council to remove both a financial and maintenance burden. The proposed demolition will also minimise the risk of vandalism and anti-social behaviour at the site.
Integration - how the initiative impacts upon our wellbeing objectives	✓		The property is old vacant and dilapidated and has been closed to the public for over 20 years. Demolition of the property will enable the Council to remove both a financial and maintenance burden. The proposed demolition will also minimise the risk of vandalism and anti-social behaviour at the site.
Involvement - how people have been involved in developing the initiative	✓		The property is old vacant and dilapidated and has been closed to the public for over 20 years. Demolition of the property will enable the Council to remove both a financial and maintenance burden. The proposed demolition will also minimise the risk of vandalism and anti-social behaviour at the site.
Collaboration - how we have worked with other services/organisations to find shared sustainable solutions	✓		The property is old vacant and dilapidated and has been closed to the public for over 20 years. Demolition of the property will enable the Council to remove both a financial and maintenance burden. The proposed demolition will also minimise the risk of vandalism and anti-social behaviour at the site.
Prevention - how the initiative will prevent problems occurring or getting worse	✓		The property is old vacant and dilapidated and has been closed to the public for over 20 years. Demolition of the property will enable the Council to remove both a financial and maintenance burden. The proposed demolition will also minimise the risk of vandalism and anti-social behaviour at the site.

7. Declaration - based on above assessment (tick as appropriate):

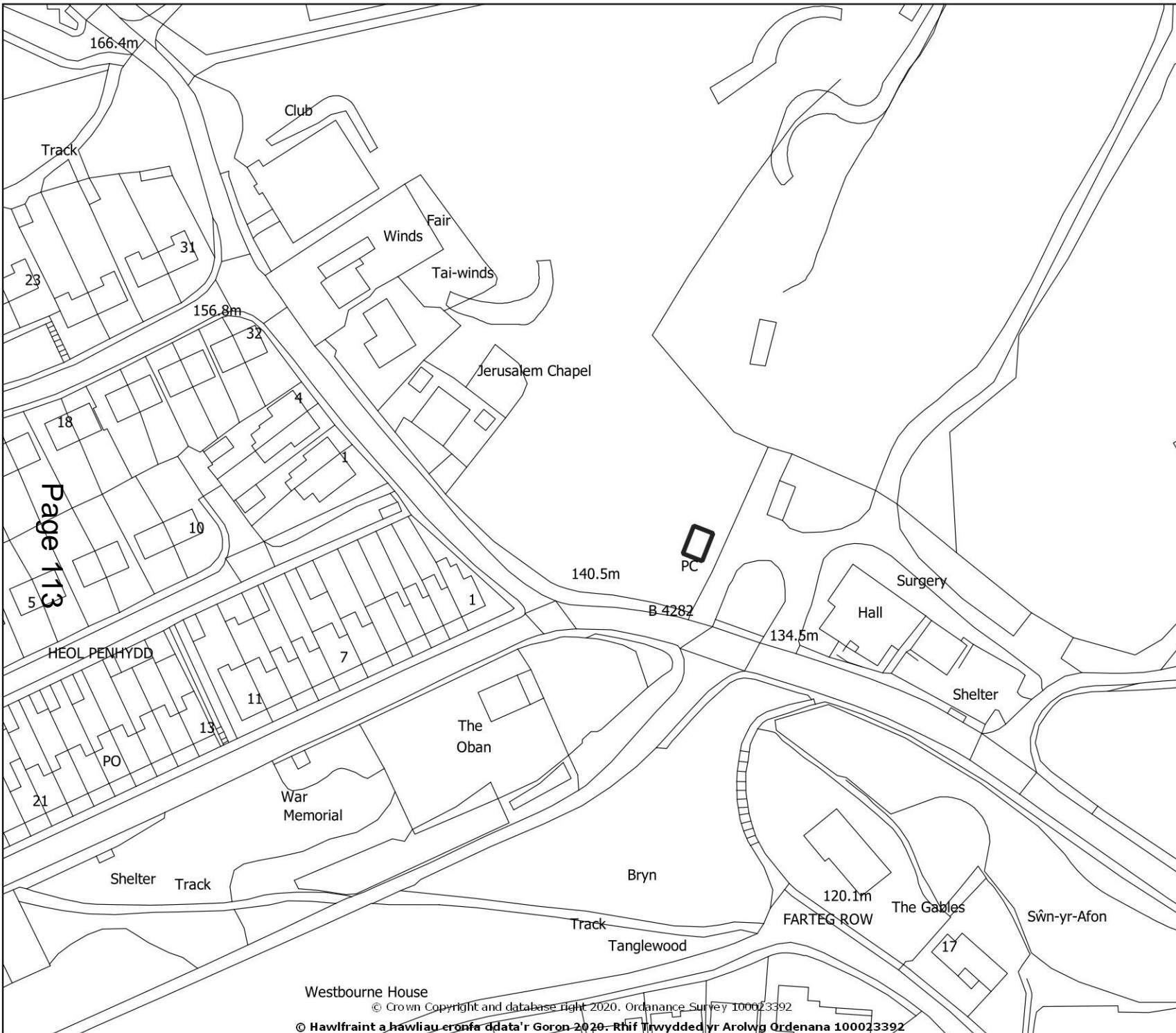
A full impact assessment (second stage) is not required	x
Reasons for this conclusion	
<p>The property is old vacant and dilapidated and has been closed to the public for over 20 years. Demolition of the property will enable the Council to remove both a financial and maintenance burden. The proposed demolition will also minimise the risk of vandalism and anti-social behaviour at the site. There are no impacts on any protected characteristics or the Welsh language or on biodiversity. The provisions of the Wellbeing of Future Generations Act 2015 has been considered by virtue of the matters identified in this report.</p>	

A full impact assessment (second stage) is required	
Reasons for this conclusion	

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	Name	Position	Date
Completed by	Mollie Goatson	Estates Officer	13/12/2021
Signed off by	Simon Brennan	Head of Property & Regeneration	13/12/2021

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NOTES **NODIADAU**



Property & Regeneration
Eiddo ac Adfywio

<p>Nicola Pearce B.Sc (Hons) Dip TP, MRTPI Director of Environment The Quays, Brunel Way Baglan Energy Park Neath SA11 2GG www.npt.gov.uk</p>	<p>Nicola Pearce B.Sc (Hons) Dip TP, MRTPI Cyfarwyddwr Yr Amgylchedd Y Ceiau, Ffordd Brunel Parc Ynni Baglan Castell-nedd SA11 2GG</p>
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Project **Proiect**

Drawing Title **Teitl Lluniadu**

Public Convenience
Maesteg Road
Bryn

<p>Scales Dafol A4 @ 1:1250</p>		<p>Rev. Adolygu</p>
<p>Drawing No. Rhif gan Dynnu 21-0820</p>		

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By virtue of paragraph(s) 14 of Part 4 of Schedule 12A
of the Local Government Act 1972.

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of the Local Government Act 1972.

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