

Cyngor

Rydych dan wŷs trwy hyn i ddod i gyfarfod **Cyngor Dinas a Sir** i'w gynnal yn Siambr y Cyngor, Neuadd y Ddinas, Abertawe ar Dydd Iau, 26 Medi 2019 am 5.00 pm.

Cynigir trafod y materion canlynol:

- 1. Ymddiheuriadau am absenoldeb.**
- 2. Datgeliadau o fuddiannau personol a rhagfarnol.**
www.abertawe.gov.uk/DatgeluCysylltiadau
- 3. Cofnodion.** **1 - 8**
Cymeradwyo a llofnodi cofnodion y cyfarfod(ydd) blaenorol fel cofnod
- 4. Ymatebion ysgrifenedig i gwestiynau a ofynnwyd yng Nghyfarfod Cyffredinol Diwethaf y Cyngor.** **9 - 11**
- 5. Cyhoeddiadau'r Aelod Llywyddol.**
- 6. Cyhoeddiadau Arweinydd y Cyngor.**
- 7. Cwestiynau gan y Cyhoedd.**
Rhaid i'r cwestiynau ymwneud â materion ar ran agored agenda'r cyfarfod, ac ymdrinnir â hwy o fewn 10 munud.
- 8. Cyflwyniad - dim.**
- 9. Polisi Cydymffurfio â Safon Ansawdd Tai Cymru wedi'i ddiweddarau.** **12 - 30**
- 10. Cynnydd tuag at fodloni Safon Ansawdd Tai Cymru.** **31 - 39**
- 11. Adolygiad Comisiwn Ffiniau a Democratiaeth Lleol Cymru o Drefniadau Etholiadol Dinas a Sir Abertawe** **40 - 78**
- 12. Penodi Dirprwy Swyddog Canlyniadau 'Sefydlog' a Dirprwy Swyddog Cofrestru Etholiadol.** **79 - 82**
- 13. Dinas-ranbarth Bae Abertawe - Diwygiadau i Gytundeb y Cydbwyllgor** **83 - 183**
- 14. Adroddiad Blynyddol Rheoli'r Trysorlys 2018/19.** **184 - 203**
- 15. Newidiadau i'r Cyfansoddiad.** **204 - 205**

16. Aelodaeth Pwyllgorau.

206 - 207

17. Cwestiynau gan y Cynghorwyr.

208 - 220

Gweddarlledu: Gellir ffilmio'r cyfarfod hwn i'w ddarlledu'n fyw neu'n ddiweddarach drwy wefan y cyngor. Drwy fynd i mewn i Siambr y Cyngor, rydych yn cytuno i gael eich ffilmio ac i'r delweddau a'r recordiadau sain hynny gael eu defnyddio at ddibenion gweddarlledu a/neu hyfforddiant o bosib.

Mae croeso i chi siarad Cymraeg yn y cyfarfod.

Dywedwch wrthym erbyn canol dydd, ddeuddydd cyn y cyfarfod.



Huw Evans
Pennaeth Gwasanaethau Democrataidd
Neuadd y Ddinas,
Abertawe.

Dydd Mawrth, 17 Medi 2019

I: Bob Aelod o'r Cyngor

Agenda Item 3.



City and County of Swansea

Minutes of the Council

Council Chamber - Guildhall, Swansea

Thursday, 29 August 2019 at 5.00 pm

Present: Councillor D W W Thomas (Chair) Presided

Councillor(s)

C Anderson
P M Black
J E Burtonshaw
J P Curtice
N J Davies
A M Day
P Downing
C R Doyle
M Durke
C R Evans
V M Evans
E W Fitzgerald
F M Gordon
K M Griffiths
D W Helliwell
T J Hennegan
C A Holley
P R Hood-Williams

Councillor(s)

B Hopkins
D H Hopkins
L James
O G James
Y V Jardine
J W Jones
L R Jones
M H Jones
P K Jones
E J King
M A Langstone
A S Lewis
M B Lewis
R D Lewis
W G Lewis
C E Lloyd
P Lloyd
I E Mann

Councillor(s)

P M Matthews
C L Philpott
A Pugh
J A Raynor
K M Roberts
B J Rowlands
M Sherwood
R V Smith
R C Stewart
M Sykes
G J Tanner
M Thomas
L G Thomas
W G Thomas
G D Walker
L V Walton
T M White

Officer(s)

Huw Evans	Head of Democratic Services
Adam Hill	Deputy Chief Executive / Director of Resources
Tracey Meredith	Chief Legal Officer / Monitoring Officer
Ben Smith	Chief Finance Officer / Section 151 Officer

Apologies for Absence

Councillor(s): M C Child, S E Crouch, W Evans, R Francis-Davies, S J Gallagher, L S Gibbard, J A Hale, S M Jones, E T Kirchner, P N May, H M Morris, D Phillips, S Pritchard, C Richards, P B Smith, A H Stevens, D G Sullivan and L J Tyler-Lloyd

50. Disclosures of Personal and Prejudicial Interests.

The Chief Legal Officer gave advice regarding the potential personal and prejudicial interests that Councillors and / Officers may have on the agenda.

The Head of Democratic Services reminded Councillors and Officers that the

“Disclosures of Personal and Prejudicial Interests” sheet should only be completed if the Councillor / Officer actually had an interest to declare. Nil returns were not required. Councillors and Officers were also informed that any declarable interest must be made orally and in writing on the sheet.

In accordance with the provisions of the Code of Conduct adopted by the City and County of Swansea the following interests were declared:

- 1) Councillor R V Smith, declared a Personal Interest in Minute 60 “Report of the Wales Audit Office - Audit of Financial Statements Report - City & County of Swansea”;
- 2) Councillors J P Curtice, R D Lewis, P Lloyd, G J Tanner, R V Smith, T J Hennegan and T M White declared a Personal Interest in Minute 61 “Statement of Accounts 2018/2019.

51. Minutes.

Resolved that the following Minutes be approved and signed as a correct record:

- 1) Ceremonial Meeting of Council on 24 July 2019;
- 2) Ordinary Meeting of Council held on 25 July 2019;
- 3) Ceremonial Meeting of Council held on 27 July 2019 subject to Councillor D G Sullivan being added to the list of apologies.

52. Written Responses to Questions asked at the Last Ordinary Meeting of Council.

The Chief Legal Officer submitted an information report setting out the written responses to questions asked at the last Ordinary Meeting of Council.

53. Announcements of the Presiding Member.

1) Eddie Ramsden – Condolences

The Presiding Member referred with sadness to the recent death of Eddie Ramsden, a former Director of Environmental Health with the former Swansea City Council. As Eddie’s wish was to have his ashes interred in Oystermouth Cemetery, a Remembrance Service will be held in Mumbles with a date to be announced.

Please stand as a mark of sympathy and respect.

2) Good news for our young people.

Education is a top priority for Swansea Council. This year’s results in GCSEs, A levels and vocational qualifications show our continued and significant

investment in supporting our schools is raising attainment and giving all Swansea pupils the best opportunities for their future careers.

Our schools' **GCSE** results were well above the average for Wales. 21.2% of City pupils gained A* or A grades in their WJEC exams. Significantly better than the Wales as a whole figure of 18.4%.

Swansea pupil's results at **A level** are well above the Welsh and UK averages with an overall pass rate of 97.9%. Compared to the rest of Wales our A* and A grades are better in Swansea than the rest of Wales.

Our Year 13 **vocational course results** including BTecs are extremely good with 64.2% achieving Distinction* and Distinction.

Swansea pupils attending Gower College Swansea, Neath Port Talbot College and Coleg Sir Gâr also achieved very good exam results.

Congratulations to our pupils and their schools.

3) **Waste Management - Shortlisted for Two APSE Awards**

The Presiding Member was delighted to announce that the Waste Management Service had been shortlisted for two national Association for Public Service Excellence (APSE) Awards. The winners will be announced in Newcastle on 12 September 2019. The awards being:

Best Workforce Initiative. This relates to the Council's Waste Management Trainee Partnership which is in its second year. All ten of the Year 1 Trainees passed the Traineeship with an NVQ Level 2 and were slotted into full time permanent posts. There are currently a further 13 Year 2 Trainees spending time working in a variety of aspects of Waste Management to gain a wide ranging knowledge of the service to provide a workforce with a broad and deep understanding of their roles.

Best Service Team of the Year - Waste Management & Recycling Service. This relates to the Keep Recyclables out Campaign which encourages increased recycling and diversion from landfill through the prohibition of recyclables from black bags. The initiative has already reduced black bag waste by 15% and is projected to increase our overall recycling rate by 2%. Both Year 1 and Year 2 Trainees mentioned in the previous award have been instrumental in promoting this improvement on the ground.

4) **Friends of Mayhill Washing Lake & Hillside Community Garden**

The Presiding Member was delighted to announce that the Friends of Mayhill Washing Lake & Hillside Community Garden have won two awards this year. In March, they received the Managed Green Space CLAS (Community Land Advisory Service) Award and in July, they received the Keep Wales Tidy Green Flag Community Award.

5) Council, November 2019 - Rescheduled

The Council Meeting scheduled for 5.00pm on Thursday, 28 November 2019 has been **rescheduled for 5.00pm, on Wednesday, 27 November 2019**. The Council Meeting will be held at the Council Chamber, Guildhall, Swansea.

6) Corrections / Amendments to the Council Summons

i) Item 11 “Application for Designation of Swansea within the World Health Organisation (WHO) European Healthy Cities Network Phase VII”

Please amend the recommendation to read:

“1) *The application by the Council for the City of Swansea to be designated as a member of the World Health Organisation (WHO) European Healthy Cities Network under Phase VII be endorsed*”.

ii) Urgent Notion of Motion - Prorogued Parliament

Pursuant to Paragraph 100B (4)(b) of the Local Government Act 1977, the Presiding Member stated that he had accepted an Urgent Notice of Motion in relation to a “Prorogued Parliament” for the reason of urgency outlined on the Motion.

iii) Re-ordering of Agenda

The Presiding Member stated that as the Lord Mayor has to attend a Lard Mayoral function, he had agreed to re-order the agenda in order to consider Item 12 “Democratic Services Committee Annual Report 2018-2019” immediately after Item 8. This will then be followed by the “Urgent Notice of Motion” before returning to the agenda as published.

54. Announcements of the Leader of the Council.

1) Swansea Bay Tidal Lagoon

The Leader of the Council provided an update on the Swansea Bay Tidal Lagoon.

55. Public Questions.

John Childs asked the following questions relating to Minute 62 “Application for Designation of Swansea within the World Health Organisation (WHO) European Cities Network Phase VII”:

- 1) *“What meaningful strategy do you have to address this problem which is caused mainly by motor vehicles?”*

- 2) *Is there a strategy to increase public awareness of the health dangers of our current dependence on petrol / diesel vehicles for local transport, particularly the increasingly high numbers private cars leading to high levels of congestion?*
- 3) *Do you liaise with the health authority through the PSB and / or in any other manner in order to develop a holistic approach to the challenge of poor air quality, which hits hardest the poor and those who suffer from serious health conditions like heart and lung conditions?"*

The Environment & Infrastructure Management stated that a written response would be provided.

56. Presentation - None.

No Public Presentations were received.

57. Democratic Services Committee Annual Report 2018-2019 (24 May 2018 – 8 May 2019).

The Chair of Democratic Services presented an information report, which provided the Democratic Services Annual Report for the period 24 May 2018 to 8 May 2019. The reports outlines the work of the Committee during that period.

58. Urgent Item

The Presiding Member stated that pursuant to paragraph 100B (4)(b) of the Local Government Act 1972, he considered that the "Notice of Motion from Councillors R C Stewart, C A Holley, C E Lloyd, J P Curtice, D W W Thomas, A S Lewis, S Pritchard, M B Lewis, W G Lewis, L V Walton, M C Child, R Francis-Davies, E W Fitzgerald, M H Jones, P M Black, P N May and D G Sullivan in relation to the Prorogation of Parliament should be considered at the meeting as a matter of urgency.

59. Notice of Motion - Prorogation of Parliament

Notice of Motion from Councillors R C Stewart, C A Holley, C E Lloyd, J P Curtice, D W W Thomas, A S Lewis, S Pritchard, M B Lewis, W G Lewis, L V Walton, M C Child, R Francis-Davies, E W Fitzgerald, M H Jones, P M Black, P N May and D G Sullivan.

Reason for Urgency: In light of the breaking news on 28 August 2019 that there is a possibility of Parliament being prorogued on 10 September 2019, this is the only opportunity for this Council to consider and debate this Motion prior to that date".

Proposed by Councillor R C Stewart and Seconded by Councillor C A Holley.

"We call on the Leader of Council to write to the Prime Minister and the Secretary of State for Wales, outlining our total disagreement with any attempt to suspend Parliament thus avoiding a democratic debate on our future relationship with the E.U.

The people of the U.K. over many hundreds of years have won the right for our Parliamentary democracy to be a beacon to the World.

It is completely undemocratic for any Prime Minister, let alone one who has not won a general election, and does not have a mandate from the British people, to attempt to frustrate our Sovereign Parliament of Elected Members.

Evidence provided by the U.K. and Welsh Governments has been consistent in confirming that leaving the E.U. without a deal will cause huge disruption and damage to the economy of Swansea, Wales and the U.K. and we call upon the Prime Minister to ensure the democratically Elected Members of the U.K. Parliament are allowed to discharge their democratic duty.”

In accordance with Council Procedure Rule 30 “Voting” a recorded vote was requested. The voting on the amendment was recorded as follows:

For (45 Councillors)		
Councillor(s)	Councillor(s)	Councillor(s)
C Anderson	D H Hopkins	C L Philpott
J E Burtonshaw	O G James	A Pugh
J P Curtice	L James	J A Raynor
N J Davies	Y V Jardine	K M Roberts
A M Day	J W Jones	M Sherwood
P Downing	M H Jones	R V Smith
C R Doyle	P K Jones	R C Stewart
M Durke	E J King	M Sykes
C R Evans	A S Lewis	G J Tanner
V M Evans	M B Lewis	D W W Thomas
F M Gordon	W G Lewis	L G Thomas
K M Griffiths	C E Lloyd	M Thomas
T J Hennegan	P Lloyd	G D Walker
C A Holley	I E Mann	L V Walton
B Hopkins	P M Matthews	T M White

Against (1 Councillor(s))		
Councillor(s)	Councillor(s)	Councillor(s)
P R Hood-Williams	-	-

Abstain (0 Councillors)		
Councillor(s)	Councillor(s)	Councillor(s)
-	-	-

Withdrawn from meeting due to declarable interest (0 Councillors)		
Councillor	Councillor	Councillor
-	-	-

Resolved that the Notice of Motion outlined above be adopted.

Note: Councillor L R Jones (Leader of the Conservative Group) stated that the Notice of Motion was wasting time and that he wanted no part of it. Following the statement Councillors S J Gallagher, D W Helliwell, L R Jones, M A Langstone, B J Rowlands and W G Thomas all withdrawn from the Meeting.

60. Report of the Wales Audit Office - Audit of Financial Statements Report - City & County of Swansea.

Jason Garcia, Wales Audit Office (WAO) presented the "Wales Audit Office, Audit of Financial Statements Report 2018-2019 for the City and County of Swansea".

Jason Garcia (WAO) responded to questions of a technical nature whilst Ben Smith (Section 151 Officer) responded to questions relating to the position of the City and County of Swansea.

Resolved that:

- 1) The Final Letter of Representation be approved and signed;
- 2) The statement be approved.

61. Statement of Accounts 2018/19.

The Section 151 Officer submitted a report which sought approval of the 2018-2019 accounts on or before 15 September 2019.

Resolved that:

- 1) The Statement of Accounts 2018-2019 as outlined in Appendix A of the report be approved.

62. Application for Designation of Swansea Within the World Health Organisation (WHO) European Healthy Cities Network Phase VII.

The Care, Health & Ageing Well Cabinet Member submitted a report which informed Council about the opportunity to apply for designation within Phase VII of the World Health Organisation (WHO) European Healthy Cities Network, the goals and benefits of the programme and the application requirements.

Resolved that the application by the Council for the City of Swansea to be designated as a member of the World Health Organisation (WHO) European Healthy Cities Network under Phase VII be endorsed.

Note: Councillor C A Holley asked that the Environment & Infrastructure Management Cabinet Member share the Council's work with all Councillors relating to the benefits of turning their vehicle's engine off whilst stopped in traffic for 10 seconds or more.

The Environment & Infrastructure Management Cabinet Member stated that he would share that work.

63. Membership of Committees.

The Business Transformation & Performance Cabinet Member submitted a report which sought Council approval to the nominations / amendments to the membership of Council Bodies.

Resolved that the membership of the Council Bodies listed below be amended as follows:

- 1) **Equalities & Future Generations Policy Development Committee**
Remove Councillors J E Burtonshaw & M B Lewis.
Add Councillors P K Jones & M Sherwood.

64. Councillors' Questions.

- 1) **Part A 'Supplementary Questions'**

Four (4) Part A 'Supplementary Questions' were submitted. The relevant Cabinet Member(s) responded by way of written answers contained in the Council Summons.

Those supplementary question(s) required a written response are shown below:

Question 3. Councillor A M Day asked:
"How many expressions of interest were received in relation to Home Farm?"

The Business Transformation & Performance Cabinet Member stated that a written response would be provided.

- 2) **Part B 'Questions not requiring Supplementary Questions'**

Four (4) Part B 'Questions not requiring Supplementary Questions' were submitted.

The meeting ended at 7.07 pm

Chair

Agenda Item 4.



Report of the Chief Legal Officer

Council – 26 September 2019

Written Responses to Questions asked at the Last Ordinary Meeting of Council

The report provides an update on the responses to Questions asked during the Ordinary Meeting of Council on 29 August 2019.

For Information

1. Introduction

- 1.1 It was agreed at Council on 8 April 2010 that a standing item be added to the Council Summons entitled “Written Responses to Questions Asked at the Last Ordinary Meeting of Council”.
- 1.2 A “For Information” report will be compiled by the Democratic Services Team collating all written responses from the last Ordinary Meeting of Council and placed in the Agenda Pack;
- 1.3 Any consequential amendments be made to the Council Constitution.

2. Responses

- 2.1 Responses to questions asked during the last ordinary meeting of Council are included as Appendix A.

Background Papers: None

Appendices: Appendix A (Questions & Responses)

**Providing Council with Written Responses to Questions asked at Council
29 August 2019**

1.	<p>John Childs</p> <p>Public Questions - In relation to Minute 62 “Application for Designation of Swansea within the World Health Organisation (WHO) European Cities Network Phase VII”</p> <ol style="list-style-type: none"> 1) What meaningful strategy do you have to address this problem which is caused mainly by motor vehicles. 2) Is there a strategy to increase public awareness of the health dangers of our current dependence on petrol / diesel vehicles for local transport, particularly the increasingly high numbers private cars leading to high levels of congestion. 3) Do you liaise with the health authority through the PSB and / or in any other manner in order to develop a holistic approach to the challenge of poor air quality, which hits hardest the poor and those who suffer from serious health conditions like heart and lung conditions. <p>Response of the Cabinet Member for Environment & Infrastructure Management</p> <p>As part of the Local Air Quality Management (LAQM) function the Council prepares the Annual Progress Report incorporating the data from eleven Air Quality monitoring stations, that has been recorded over the year. This data is analysed and reported in line with the objective concentrations required by the legislation. The Council also includes measures that assess, and where relevant progress, in order to work towards achieving compliance and reducing exposure for members of the public as required by Welsh Government. These measures include:</p> <ul style="list-style-type: none"> • Continuing long term Air Quality datasets to evidence ‘trends’ and highway infrastructure works, for example, Traffic lights on Gower Road, Sketty. • The Nowcaster Project – Variable messaging displays to advise motorists of predicted periods of poor air quality. • Work towards progression of the Nowcaster model to look at reducing trigger thresholds and potential exposures in communities. • Work towards collaborative research around Air Quality and schools, linking in with Education and Welsh Government colleagues. • Collaborative behavioural change research themed projects with Swansea University’s School of Management and College of Human and Health Sciences. Looking at signage and designing further potential interventions targeting the use of motor vehicles in parts of the authority.
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	<ul style="list-style-type: none"> • Green infrastructure initiatives in partnership with colleagues in the Nature Conservation Team working towards the wellbeing objectives within the Corporate Plan. • Discussions are taking place with colleagues in Public Health Wales and the NHS to look at supporting projects looking at delivering interventions to assist immune-compromised members of communities and the would issue of climate change. • Being actively engaged in Task and Finish Groups looking at Air Quality and legislation and participating in the Welsh Air Quality Forum to contribute on behalf of Swansea.
2.	<p>Councillor C A Holley</p> <p>In relation to Minute 62 - “Application for Designation of Swansea within the World Health Organisation (WHO) European Healthy Cities Network Phase VII”</p> <p>Asked that the Environment & Infrastructure Management Cabinet Member share the Council’s work with all Councillors relating to the benefits of turning their vehicle’s engine off whilst stopped in traffic for 10 seconds or more.</p> <p>Response of the Cabinet Member for Environment & Infrastructure Management</p> <p>The aim of the study was to gather evidence to look at the benefits of engine idling on air quality. In the literature review evidence was put forward to show that fuel use and carbon monoxide emissions are greater for idling periods over ten seconds. The paper also suggested that idling times were found to vary for pollutants and that restart emissions were found to be smaller than those from cold starts; there was a caveat that the results are limited and that more research was necessary. The data collected in the study carried out in February is currently being analysed by researchers at Swansea University however there is an indication that the behaviour change messaging had a significant effect upon the number of motorists turning off their engines whilst queueing. The theory is that a reduction in vehicle emission would lead to a reduction in concentration of pollutant, this study looked at Nitrogen Dioxide, the aim of the study was to test this theory and apply findings to further works.</p>
3.	<p>Councillor A M Day</p> <p>In relation to Minute 64 – “Councillor Questions” – Question 3</p> <p>How many expressions of interest were received in relation to Home Farm.</p> <p>Response of the Cabinet Member for Business Transformation & Performance</p> <p>Six formal responses were received for Lot 1 Pilot Development Sites that included Home Farm.</p>

Agenda Item 9.



Report of the Cabinet Member for Homes & Energy

Council – 26 September 2019

Updated Welsh Housing Quality Standard Compliance Policy

Purpose:	To update the existing Welsh Housing Quality Standard Compliance Policy, which was initially approved by Council in 2016.
Policy Framework:	Local Housing Strategy 2015 - 2020
Consultation:	Access to Services, Finance, Legal and Welsh Government
Recommendation(s):	It is recommended that: 1) The report is endorsed by Council.
Report Author:	Peter Williams
Finance Officer:	Paul Cridland
Legal Officer:	Lyndsay Thomas
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 It is a Welsh Government requirement that all Authorities that have retained their housing stock have an up to date Welsh Housing Quality Standard (WHQS) Compliance Policy, which highlights how the Authority will meet the WHQS by 2020.
- 1.2 The Authority's first WHQS Compliance Policy was produced and subsequently approved by Council in 2016. The policy has been reviewed annually since it was introduced.
- 1.3 Since its initial production, some elements of the policy have become outdated. In addition, during the Authority's regular meetings with the Welsh Government, Council officers have been asked by Welsh

Government officials to expand on certain parts of the policy to provide more clarity.

- 1.4 Meeting the WHQS will be aligned to the five ways of working of the Well-being of Future Generations (Wales) Act 2015.

2. Changes to the Policy

- 2.1 The main changes and additions that have been included in the updated policy are as follows:-

Verification and Monitoring – At the request of the Welsh Government, the new policy lists how the Authority independently verifies that it is achieving WHQS compliance. This is via a contractor that undertakes a stock condition survey every 5 years. The policy now lists the additional ways in which progress towards meeting the standard is monitored since the initial policy was produced. This includes quarterly data returns to the Welsh Government.

Clarity regarding the deadline for meeting the standard - There has been some confusion amongst Authorities whether the deadline for WHQS achievement is at the end of the financial year 2020/21 or 31st December 2020. The WG have recently confirmed that the deadline is 31st December 2020 and have requested that the updated compliance policy reflects this fact.

Financial Changes – There is a section in the updated policy regarding how the Authority funds WHQS works. Since the production of the first compliance policy the Welsh Government have abolished the Housing Revenue Account Subsidy System which removes the borrowing cap which applied to Housing Revenue Accounts. This has enabled the Authority to borrow more resources to fund achievement of the standard.

Definitions of Acceptable Fails – The WG requested that the Authority lists in detail the circumstances in which it will not achieve WHQS by 2020 for certain properties and will record them as being ‘acceptable fails’. There are a range of circumstances where the Authority will record properties as being acceptable fails such as where tenants refuse the improvements that the Authority are planning to deliver or where it is not financially viable for the Authority to deliver an aspect of WHQS work.

Communicating Progress – The new policy expands on how progress towards achieving WHQS compliance is communicated to stakeholders. This includes reporting progress to Ward Members on an annual basis, an annual update in the tenants’ magazine ‘Open House’ and also including updates on the Housing Service’s Facebook page.

Measuring the Energy Efficiency of Properties - There is now an updated section of the policy that clarifies how the Authority measures and

records the energy efficiency levels of its properties and meets the energy efficiency requirements listed in the WHQS.

Tenant Involvement and satisfaction - There is a section in the policy listing how tenants who are to receive WHQS works to their properties are consulted and how their satisfaction with the works are measured and reported.

- 2.2 The updated policy can be found at Appendix A of this report.
- 2.3 The Welsh Government have been consulted regarding the proposed changes to the policy and have confirmed that they meet their requirements.

3. Equality and Engagement Implications

3.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

3.2 An EIA Screening Form has been completed with the agreed outcome that a full EIA report was not required as a full assessment was undertaken when the Policy was initially adopted in 2016 and the changes and additions highlighted within this report are relatively minor in nature and do not present any equalities issues.

4. Financial Implications

4.1 There are no financial implications.

5. Legal Implications

5.1 The Housing (Wales) Act 2014 makes the Welsh Housing Quality Standard a statutory requirement for local authorities. The statutory date for local authorities to be WHQS compliant is December 2020. The receipt of the Council's Major Repair Allowance (MRA) is conditional upon meeting WHQS within timescales agreed with the Welsh Government.

5.2 A letter from Welsh Government dated 15/03/2015 set out a requirement for local authorities to have compliance policy by April 2016. The compliance policy was to verify the authorities' interpretation and

achievement of the standard. The letter also provided guidance to local authorities as to the contents of a compliance policy.

5.3 A compliance policy has to be reviewed annually from April 2016.

Background Papers: None

Appendices:

Appendix A Welsh Housing Quality Standard Compliance Policy 2019 Update
Appendix B Equalities Impact Assessment Screening Form

Appendix A

Welsh Housing Quality Standard: Compliance Policy – 2019 Update

Introduction

All stock retaining Authorities have to bring their properties up to the Welsh Housing Quality Standard by 2020.

On behalf of Welsh Government (WG), Altair was commissioned to research and verify progress made by social landlords in Wales on achieving the Welsh Housing Quality Standard (WHQS). The final report in 2014 highlighted that many of the social landlords interpreted the standard differently depending on their circumstances and their approach.

Following the recommendations made by Altair, the Welsh Government has requested that each landlord prepare and implement a WHQS Compliance Policy which sets out its approach to interpreting, delivering, and measuring WHQS Compliance. The following is the Council's WHQS compliance policy.

What the Policy Covers

The format of the policy follows the recommendations contained within Welsh Government's Guidance for Landlords: WHQS Compliance Policy (March 2015) and includes:

1. Framework for Delivery
2. Interpretation of WHQS, reflecting resources and circumstances
3. Interpretation and recording of 'acceptable fails'
4. Data collection and data storage
5. WHQS progress and reporting
6. Verification
7. WHQS+ Standard
8. Summarised annual financial investment in the stock
9. How progress and performance will be reported, communicated and linked to WG returns
10. Interpretation and measurement of Community Benefits.

1. WHQS Framework for Delivery

The Council has in place a framework for delivering the WHQS:

Time Frame for Delivery

The Authority will meet the WHQS by 31st December 2020 as per the statutory deadline for achievement.

Financial Business Plan

The Council will prepare an annual financial business plan that sets out the investment needs and financial calculations that demonstrate how the WHQS will be met financially. All financial plans will be signed off internally by the Council's Section 151 Officer (Section 151 Local Government Act 1972).

Organisational Structure

The Council will maintain an organisational structure and governance arrangements to ensure WHQS is delivered.

The Council will include as part of its structure teams that will deliver future planning and programming, design, liaison and consultation, delivery, progress monitoring and WHQS reporting. The Council has a WHQS manager who has the responsibility of overseeing the delivery of the WHQS programme

Technical Assessment

The Council will gather and maintain technical data on its housing stock against the requirements of the Welsh Housing Quality Standard.

Measurement and Key Performance Indicators (KPI)

Each year the Council will provide KPI data that measures current WHQS compliance and set out short term aims and objectives, these will include:

- Number of properties meeting selected components of the WHQS
- Number of properties fully meeting the WHQS
- Number of properties scheduled for improvement across item of work and number completed
- Quarterly WHQS returns to the WG
- Acceptable Fail Data
- Customer satisfaction
- Standard Assessment Procedure (SAP) Rating
- Major Repairs Allowance (MRA) Grant Data:
- Community Benefits – Training Hours
- Community Benefits – Apprenticeships (Beyond Bricks and Mortar)

2. Interpretation of WHQS, Reflecting Resources and Circumstances

WHQS Interpretation and Definitions

The Council will comply with the requirements of the WHQS where they are prescriptive and explicit. Where interpretation is required, the Council will use the guiding principles of Better Homes for People in Wales and its vision that "all households in Wales shall have the opportunity to live in good quality dwellings".

Below sets out how the Council interpret each part of the WHQS and where it has been expanded and developed beyond the immediate requirements:

Good State of Repair

Condition and dilapidation are measured based on typical industry standards and Welsh Government stock condition survey guidance.

Safe and Secure

The Council will ensure that the requirements of the WHQS are met through its three methods of delivery – responsive, servicing and its planned maintenance to ensure homes are safe and secure.

With reference to specific elements of the WHQS the Council will:

2 (g) Is there an external fire escape:

The Council has a separate fire safety strategy to meet its obligations within the Regulatory Reform (Fire Safety) Order 2006. The key approach as agreed with the Fire Service will be a 'stay put if safe to do so' and combines physical upgrades to fire separation, fire suppression (in selected areas), automatic fire detection and warning systems, regular advice and communication with tenants and residents as well as partnership approach to developing future improvements through working with the Fire Service and related external agencies. External fire escapes will be considered as part of the wider strategy but not be installed as an automatic requirement for managing fire safety.

2 (n) The dwelling must have a reasonable level of physical security.

The Council will observe the requirements of Secured by Design but will, where appropriate, opt for items which are not specifically approved but have the equivalent British Standards certification.

2 (o) Is the rear garden easy to maintain, reasonably private, safe for young children to play in?

Rear gardens will be made reasonably safe for occupants and the nature of improvements will be informed by the Housing Health and Safety Rating System.

Adequately heated, Fuel Efficient and Well Insulated

The SAP rating for the Council's homes is currently 65. Properties will be measured directly via an EPC or cloned with the cloning undertaken by an specialist independent third party

Well Managed

The Council has the following service objectives which directly support the WHQS element of providing homes that are 'well managed' and include:

- Providing an acceptable HRA Business Plan that maximises available resources and is in compliance with WG terms and conditions (annual requirement).
- Producing a Local Housing Strategy.
- Meeting key performance indicators, that contribute to the continual improvement of services provided to tenants and their communities.
- Maximising the level of investment in energy efficiency measures for homes in Swansea.

Located in Attractive and Safe Environments

The Council will use mechanisms within its Tenant Participation Strategy to enable specific consultation with existing tenant and leaseholder groups such as the Building and Repairs group, together with consultation exercises which aim to reach and gather views from the wider community.

The Council also has a number of ways to collect background information which will be used to support the tenant consultation process to prioritise and develop environmental plans. For example street inspection surveys on a street by street basis, (in addition to the local knowledge available via district housing office staff), Local Ward Members and community projects and feedback from tenant surveys/groups. Hotspot monitoring information and reports to the Neighbourhood Support Unit also help pinpoint areas where anti-social behaviour is prevalent and may be used to help design out key problems. Overall tenant satisfaction will continue to be measured via tenant surveys and other mechanisms as set out in the Tenant Participation Strategy.

Suit the Specific Needs of the Individual

To meet the needs of the individual the Council will ensure staff engaging with tenants and residents are suitably trained and aware to identify individual needs and ensure that their needs are considered within the delivery of the WHQS. Activities will include:

- identifying needs of the individual via its communication and liaison activities (Neighbourhood Officer activities, improvement scheme liaison and promotion of disabled adaptation service).
- meet individual needs at the point where improvement schemes are being prepared or via the Council's disabled adaptations service.
- Staff training and awareness.
- Promotion of available services.
- Utilising the knowledge of the Tenancy Support Unit in order to put in place measures to help individuals.

Method of Measurement and Component Life Expectancy

Physical Measurement of Homes

To measure homes against the WHQS the Council will:

- Hold and maintain a comprehensive list of building components for each individual property
- Record a predicted replacement year against each building component
- Apply a future replacement year based on WG Guidance on Building Component Life-cycles
- Apply a replacement or improvement costs against each building component
- Periodically carry out stock condition surveys
- Update results when renewal and improvements are completed
- Update results where dilapidation occurs prematurely
- Source and hold relevant guarantees for materials and workmanship

Consultation

Consultation is used to gauge how people feel about their homes, their aspirations and future planned repairs. To undertake this, the Council will use the various mechanisms within its Tenant Participation Strategy to enable specific consultation with existing tenant and leaseholder groups including:

- Estate Management group
- Building and Repairs group
- Issue specific consultation events ranging from one-off to small series of events.
- Surveys within the tenant magazine 'Open House'
- Liaison in preparation of major improvements
- Consultation exercises which aim to reach and gather views from the wider community.
- Via The Housing Service Facebook Page

Conventions for Measuring the WHQS

The Council will apply the following conventions when measuring WHQS compliance:

- WHQS compliance will be calculated on the basis of a wide range of individual WHQS elements.
- Each WHQS element has to be compliant for a home to be WHQS compliant
- The 'Replacement Year' listed against each WHQS element will be the year where it is anticipated to be no longer WHQS compliant. Elements which have exceeded their anticipated useful life but are judged to be in good condition will be classed as compliant and a new replacement year applied.
- That all replacement years past and present will be considered 'fails'
- Tenants' improvements will be considered compliant if appropriate and assessed by a relevant member of staff. These will be given a new replacement year based on condition.

The Council's approach to meeting WHQS (Whole Stock and Component Basis)

The Council will ensure all improvement and repairs are designed and specified to ensure WHQS compliance.

Delivery will be through a range of approaches from single or multiple element improvements, through to whole house refurbishment. The Council will apply whichever approach is suitable to homes depending on the needs of the dwellings, historical repairs, cost effectiveness and tenant preferences.

Compliance is based on the assessment of the main building components.

3. Interpretation and recording of 'acceptable fails'

Acceptable fails are permitted within the WG standard and apply to building components which have been judged to have failed or be non WHQS compliant and where the Council is unable to undertake a repair or improvement. The following sets out each category of acceptable fail and the how they will be interpreted:

Cost of Remedy

The Council's Business Plan contains a 3% contingency for repairs and improvements to bring it up to the Welsh Housing Quality Standard; where the cost of delivery is above the typical cost by the 3% contingency the repair will be considered by the Budget Monitoring Group as to whether an alternative route for future repair/improvement can be undertaken (specification, timing, how it is procured, delivered etc.), and whether the size and scale of the repair places the funding for delivering WHQS at risk. If no alternatives are available and delivery of the WHQS is placed at risk, the planned repair or improvement will not be undertaken and marked as Acceptable Fail: Cost of Remedy.

Resident choice

Residents will be consulted on major works to their home prior to work being undertaken. There will be an expectation that these works will take place but in very limited circumstances, the Council may agree to delay or reschedule the work.

Tenants' own upgrades will be considered and either judged to be compliant or judged as an acceptable fail, where they are marginally outside of WHQS requirements but where it would be unreasonable to repeat the work. The judgement will be made by the technical officer responsible for administering the respective contract. The Council will classify the WHQS element(s) as 'Acceptable Fail: Resident Choice'.

Where a resident refuses to allow access without a stated reason the Council will classify the WHQS element(s) as 'Acceptable Fail: Resident's Choice' but noted as Resident Refusal.

Physical constraint

Where a repair or improvement is required but the physical nature or structural design of the building prevent or constrain the work, this will be marked as Acceptable Fail: Physical Constraint.

Timing of remedy

Meeting the WHQS requires the delivery of major repair and improvement schemes containing multiple building elements. The Council will therefore mark any component forming part of a larger scheme as an acceptable fail until the major component is either due for renewal or scheduled to be renewed. The main areas where this will apply are listed below:

All items forming a kitchen will be delivered in a single scheme. Therefore all items ancillary to the full replacement (extraction, floor covering etc.) will be marked an acceptable fail until the kitchen is due for renewal.

All items forming a bathroom will be delivered in a single scheme. Therefore items ancillary to the full replacement (extraction, over-bath shower, tiling and floor covering) will be marked as an acceptable fail until the bathroom is due for renewal.

Where specific types of properties require major invasive repairs which may affect the majority of the home, other related repairs will be marked as an acceptable fail until the work can be undertaken as a whole package.

This will be marked as 'Acceptable Fail: Timing of Remedy'.

Undertaking Repairs and Improvements to Acceptable Fails

The Council will monitor WHQS elements recorded as Acceptable Fail and re-schedule these annually (where it is known that they can be delivered) or when the property becomes void if this is feasible.

The Council will operate a liaison facility within its delivery structure that provides a link between tenants and major improvements works which aims to understand individual needs, maximise take up by tenants and monitor delivery.

4. Data Collection and Data Storage

Approach to Data Collection

The Council will collect data on WHQS compliance via a range of different sources which will be collated and stored via a database managed and maintained by the Housing Service.

The main body of information will be collected via a stock condition survey undertaken by an independent third party. All surveys will make up a representative sample (minimum of 10%) of the housing stock and will be undertaken at intervals of approximately 5 years.

Specialist surveys will be undertaken periodically depending on the specific needs e.g. passenger lifts, structural assessment of highrise and system built structures, asbestos surveys

Energy use and efficiency data will be collected by undertaking Energy Performance Certificates.

Information relating to long term repairs and improvements will be recorded by the overseeing officer and stored centrally. The information will be used to update the stock condition survey data and revise future predicted failure dates.

All data relating to the condition of the stock is kept on an Excel database which is updated on a regular basis.

Data Storage

Data collection, analysis and reporting is undertaken by the Housing Service. Data is held electronically on an Excel database which is updated on a regular basis.

Process Mapping

The stages for gathering, issuing and updating records include:

Activity	Responsibility
1. Data collection, analysis and data storage	Housing and Public Health Service. Building Services and property Services.
2. Long Term Investment Planning	Housing and Public Health Service. Finance Service
3. Developing Repair and Improvement Schemes	Housing and Public Health Service.
4. Issuing information and Long Term Repair Scheme details	Housing and Public Health Service.
5. Undertaking Repairs, Improvements and Reporting completions	Building Services and Property Services
6. Updating record sets	Housing and Public Health Service.

5. WHQS Progress and Reporting

Compliance for each property and the whole stock will be measured against the checklist contained within the WHQS. The progress towards compliance will be

measured annually and those improvement schemes designed to bring homes towards the standard will be monitored each financial year.

The Council will report WHQS compliance through the following methods:

- Annually to the Welsh Government via its reporting portal
- Quarterly updates required by the Welsh Government
- Compliance statistics reported to members annually.
- Annually to tenants and leaseholders via the Council's tenant magazine 'Open House'
- By information sharing as outlined in the Council's Tenant Liaison Strategy

6. Verification

WHQS compliance is currently gauged through the stock condition survey process which is undertaken by an independent third party every 5 years with the last verification exercise being undertaken in 2018. This approach is currently considered sufficiently robust to provide statistical returns to the Welsh Government, to inform the HRA Business Plan and to inform the evidence for financial borrowing.

7. WHQS+ Standard

The Council currently carries out improvements to homes that are over and above the requirements of WHQS. Below is the list of improvements to homes which the Council will undertake as part of its WHQS+ :

- Install sprinkler systems to improve fire safety in large and medium sheltered housing complexes and in all high rise blocks.
- Install one hour fire doors (FDS 60) to flats with communal areas as standard to improve fire safety
- Install Carbon Monoxide Detectors to homes with solid fuel heating and as a standard component of electrical rewiring.
- Convert communal lighting systems to LED lights to improve lighting levels, to reduce energy use and minimise servicing requirements.
- Provide emergency lighting to small blocks of flats with communal areas
- Install renewable energy generation to selected properties, typically those in rural areas which do not have the opportunity to connect to mains gas
- Provide mobility scooter storage and charging areas to selected sheltered complexes
- Integrate the principles of visual and tonal variations into decoration and painting schemes to enhance surroundings for those with visual impairment
- Convert unused ground floor areas into new and suitable living accommodation for disabled tenants

8. Summarised Annual Financial Investment

Each year the will Council prepare a Housing Revenue Account (HRA) Business Plan which will set out the investment needed to reach and maintain the WHQS.

Since the exit from the Housing Revenue Account Subsidy System (HRAS) in April 2015, the Council has become 'self-financing' and, the future investment profile will reflect the financial implications of the HRAS exit.

Each year a summary of the business plan followed by a short term capital investment programme which will be reported to Council.

9. How Progress and Performance will be reported, communicated and linked to WG returns

The Cabinet Member will be regularly kept up to date regarding progress in meeting the WHQS.

All Members will receive information annually on:-

- Level of progress achieved in the previous year
- Level of improvements planned for the current year
- Future plans contained within the agreed four year programme (as agreed at Council)

The Council will share information on WHQS compliance with tenants and leaseholders via:

- Its tenant magazine 'Open House'
- The Housing Service's public website
- In discussion with tenant and leasehold groups
- In local forums and one-off participation meetings
- In response to individual enquiries
- Via the Housing Service Facebook page

New tenants will be provided with the following information:

- Background to the WHQS and what it contains
- The type of improvements being carried out to homes
- The type of cyclical repairs they can expect
- The time-scales for reaching the WHQS

10. Interpretation and measurement of Community Benefits

The Council will continue to include as part of its procurement policy, social benefit clauses in all its Housing work contracts. The initiative, entitled 'Beyond Bricks and Mortar' has a dedicated team that sets targeted recruitment and training targets within each contract. The contract clauses are a core part of the contract with each tender applicant required to set out how they will achieve the targets.

Each contractor is required to carry out training for long term unemployed and economically inactive participants sourced through the 'Beyond Bricks and Mortar' team, in partnership with external agencies (Jobcentre Plus, Work Programme, Careers Wales, Shaw Trust and others) to ensure trainees are from the hardest to reach groups who have most to gain from the additional training places. The 'Beyond Bricks and Mortar' team monitor each contract and work directly with the contractor to ensure the agreed outcomes are achieved.

The Council will set out the following goals:

- That for each major scheme training or work related opportunity will be sought
- Training will be varied including formal apprenticeships, informal training and awareness and/or training in skills that support employment such as basic skills, IT literacy etc. and will depend on the nature of the employment and the needs of the individual.
- Achievements will be reported annually as part of the HRA Submission process to Welsh Government.

References:

Welsh Government (July 2008) Welsh Housing Quality Standard

Altair on Behalf of Welsh Government (2014) - Welsh Housing Quality Standard: Verification of Progress in Achieving the Standard. Welsh Government Social Research.

Letter: Kath Palmer, Welsh Government (July 2015) – The Welsh Housing Quality Standard (WHQS) – Verification in Achieving and Maintaining the Standards: Next Steps. Welsh Government

Letter: Kath Palmer, Welsh Government (March 2015) – The Welsh Housing Quality Standard (WHQS – Verification in Achieving and Maintaining the Standards: Next Steps. Welsh Government

National Assembly for Wales (2006) – Housing Health and Safety Rating System Operational Guidance. Welsh Government

(2005) Regulatory Reform (Fire Safety) Order + various Fire Safety Standards and guidance

Principles of Secured By Design

Tenant Liaison Policy

Savills Stock Condition Survey 2018

APPENDIX B

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: Housing and Public Protection

Directorate: Place

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

The Welsh Housing Quality Compliance Policy was initially agreed by Council in 2016 with a full EIA being completed. The WG have used us to make some minor updates to the policy including changes to the compliance completion date. The report in question will be going to Council as there are minor changes to the policy initially agreed by Council.

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line
service delivery

(H)

Indirect front line
service delivery

(M)

Indirect back room
service delivery

(L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they
need to

(H)

Because they
want to

(M)

Because it is
automatically provided to
everyone in Swansea

(M)

On an internal
basis
i.e. Staff

(L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPENDIX B

Pregnancy and maternity →

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility <input checked="" type="checkbox"/> (L)
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(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION? (Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input checked="" type="checkbox"/> (M)	Low risk <input type="checkbox"/> (L)
---	--	--

Q6 Will this initiative have an impact (however minor) on any other Council service?

Yes No **If yes, please provide details below**

There is no planned consultation with the general public regarding the changes to the policy. Some of the changes required such as the date of full completion of WHQS achievement are required by the WG with no scope for any change. In addition most of the other changes are administrative only as they relate to how progress in achieving the WHQS is measured. The remaining changes relate to changes in procedure which has already been implemented but are too recent to have been included in the initial policy which was agreed in 2016.

“Would any of the key principles or draft objectives have a negative impact/conflict with your service’s/organisation’s own priorities?”

NO

Q7 HOW DID YOU SCORE?

Please tick the relevant box

MOSTLY H and/or M → HIGH PRIORITY → EIA to be completed
Please go to Section 2

MOSTLY L → LOW PRIORITY / → Do not complete EIA

APPENDIX B

NOT RELEVANT

**Please go to Q8
followed by Section 2**

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

As explained previously on this form, this policy has already been subject to a EIA in 2016 when it was first endorsed by Council. The changes to policy listed in this council report are either compulsory changes required by the WG, changes to administrative methods of measuring compliance and also highlighting changes to administrative procedures since the policy was first adopted by Council in 2016. These procedural changes have already been implemented.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Peter Williams
Job title: Strategy & Special Projects Coordinator
Date: 10/6/19
Approval by Head of Service:
Name:
Position:
Date:

Please return the completed form to accesstoservices@swansea.gov.uk

Agenda Item 10.



Report of the Cabinet Member for Homes & Energy

Council - 26 September 2019

Progress Towards Meeting the Welsh Housing Quality Standard

Purpose:	The report provides a progress update to Council on achieving the Welsh Housing Quality Standard on council owned properties up to 31 st March 2019.
Report Authors:	Mark Wade/David Meyrick
Finance Officer:	Amanda Thomas
Legal Officer:	Lyndsay Thomas
Access to Services Officer:	Rhian Millar
For Information	

1. Introduction

- 1.1 The Council has a statutory obligation to bring its council homes up to the Welsh Housing Quality Standard (WHQS) by the end of December 2020. The WHQS was introduced by the Welsh Government and the standard became a legal requirement following the implementation of the Housing Act (Wales) 2014. In achieving the standard, it is estimated £498m will have been invested in the housing stock.
- 1.2 The investment has delivered significant positive benefits to the local economy, tenants residing at improved properties and the wider community by providing targeted recruitment and training opportunities.
- 1.3 The purpose of this report is to provide an update on a recently completed house condition survey and current levels of WHQS compliance measured in accordance with Welsh Government guidance.

2. Survey and Data Management

- 2.1 In 2018, Savills were commissioned to carry out a condition survey to a representative sample of the Council's housing stock for the purposes of identifying levels of WHQS compliance and informing financial investment needs to maintain the stock over the medium and long term.
- 2.2 Savills are an independent organisation specialising in condition surveys for landlords with a large portfolio of properties. The survey consisted of a sample survey to 11% of properties ensuring this reflected the housing stock as a whole and which avoided previously surveyed properties. On completion the survey results were cloned across the remaining stock i.e. results were replicated across the remainder of the housing stock which matched the surveyed properties.

3. Findings

- 3.1 In their findings, Savills highlighted that they have undertaken surveys for Swansea Council in 2002, 2005, 2012 and 2018 and feel familiar with its Council housing stock. Overall, their findings were positive and reflect the significant improvement programmes delivered to homes as well as the positive impact of the responsive maintenance and cyclical servicing and maintenance.
- 3.2 Major improvement programmes have been the main focus for reaching WHQS compliance, and this approach provides long term repair solutions as well as improvements to living conditions. Savills confirmed the Council has already delivered programmes of work to the majority of key building components such as roofs, walls, boilers and electrical wiring, all of which have high levels of compliance.
- 3.3 As part of the updating process, it has also become apparent that the 2018 survey data shows some building components yet to be improved and previously expected to require renewal by 2020, now have revised renewal dates post 2020. In the main, extended failure dates are only by short periods of up to 5 years.
- 3.4 Predicted renewal dates have been moved back due to the impact of the ongoing investment in responsive repairs and cyclical servicing and maintenance. These activities deliver £13m of repairs and checks each year resulting in many components either continuing to perform as intended or being replaced or repaired making them compliant with the WHQS.

4. Measuring WHQS Compliance

- 4.1 WHQS compliance is achieved when building components across the housing stock are judged to be suitable, in reasonable condition and meeting the specific requirements set out in the WHQS. Levels of compliance are determined by drawing on information from a range of sources; the main sources being house condition surveys undertaken by an independent specialist as well as completed works certificates confirming when major repairs and improvements are complete.

- 4.2 As part of the measurement process, the WHQS guidance document permits the use of what is termed 'Acceptable Fail'. Landlords are able to apply acceptable fails to building components which are considered to be non-compliant but where landlords are unable to undertake repairs or improvements due to one of the following four reasons:
- i.) Cost of Remedy
 - ii.) Resident Choice
 - iii.) Physical Constraint
 - iv.) Timing of Remedy
- 4.3 The Council records and applies acceptable fails to building components when preparing and delivering repair schemes and reports these annually as part of its WHQS compliance returns to the Welsh Government.
- 4.4 Acceptable fails are expected to always be present in WHQS compliance figures primarily due to the personal circumstances of individuals who for a variety of reasons are unable to proceed with repairs and improvements taking place to their home.
- 4.5 When classing components as acceptable fail, properties continue to be maintained and managed through the Council's responsive repairs service and its servicing activities to ensure tenants remain safe and secure in their homes.

5. WHQS Compliance Levels

- 5.1 To help assess progress and provide a guide to overall delivery, approximately 77% of the value of the WHQS programme of £498m had been delivered by the end of financial year 2018/19. The remaining work has been programmed for completion throughout 2019/20 and 2020/21.
- 5.2 Compliance is measured by Welsh Government on an elemental basis. Some elements of work such as gardens and other environmental improvements have been planned towards the end of the programme to enable prioritisation and completion of key housing repair components first.
- 5.3 As a consequence, the level of fully compliant properties does not fully reflect the current level of progress and overall delivery.
- 5.4 At the end of the financial year 2018/19, the total number of WHQS compliant properties is now 5,415, an increase of 2,000 from last year's total of 3,415.
- 5.5 Compliance is measured by Welsh Government on an elemental basis. This does however mean there are properties where, for example, 9 out of the 10 measured elements are complete, but these for the time being remain classed as non-compliant.

- 5.6 The Housing Capital Programme will bring the remaining 8,110 properties into compliance in accordance with Welsh Government guidance by 31st December 2020.
- 5.7 A number of wind and weatherproofing projects to upgrade the external fabric of buildings have been brought forward in this year's programme to help accelerate compliance.
- 5.8 Levels of compliance for individual elements, which provides a better indication of how the capital programme is improving homes, are contained in the following table:

WHQS Element	Properties Fully Compliant	Properties with an Acceptable Fail
Roofing	13,209	316
Windows	13,523	2
Doors	13,523	2
Kitchens	9,720	3,805
Bathrooms	8,430	5,095
Heating Systems	13,507	18
Energy Rating	8,791	4,734
Electrical Systems	13,321	204
Smoke Alarms	13,523	2
Gardens	7,818	5,707

6. Beyond Bricks & Mortar

- 6.1 The WHQS project has also helped to deliver training and other social benefits to the local economy as part of programme delivery.
- 6.2 The following training opportunities have been provided on 61 projects procured via private external contractors since 2010:
- 6082 person weeks of targeted recruitment and training for unemployed and disadvantaged persons, into construction related training
 - 1927 weeks training for new apprentices
 - 126 opportunities for placements, jobs, training and apprenticeships
- 6.3 WHQS has helped to develop and increase Building Services ambitious in-house trade and technical training programme. Over the past decade, 12 trade apprenticeship places have been created each year and 3 technical trainees.
- 6.4 Since the beginning of the WHQS programme, 224 craft apprentices have completed formal training and contributed to the capital programme.
- 6.5 A number of local communities have benefited from work external contractors have undertaken at no cost, linked to the Beyond Bricks & Mortar initiative. Work typically undertaken has been replacement kitchen, bathroom and decorative works in community facilities.

7. Conclusion

- 7.1 Savills have undertaken an independent assessment of the condition of the Council's housing stock and provided information that informs WHQS compliance.
- 7.2 The 2018 results build on previously undertaken surveys which helps provide a more accurate picture.
- 7.3 When measuring WHQS compliance, Welsh Government guidance recognises circumstances where the Council is unable to treat or improve building components.
- 7.4 At the end of financial year 2018/19, 77% of the total £498m capital investment required to meet WHQS had been delivered.
- 7.5 Reflecting significant ongoing investment, compliance levels for individual elements have increased and so has overall property compliance.
- 7.6 The planned Housing Capital Programme will continue to increase compliance up to the WHQS deadline.

8. Equality and Engagement Implications

- 8.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
 - Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.

The Equality Impact Assessment process ensures that we have paid due regard to the above.

- 8.2 Tenants and leaseholders have been engaged as part of the Council's Tenant Participation Strategy.
- 8.3 An EIA screening has been undertaken and there are no equality implications as it reports on a recent stock survey and the current level of WHQS compliance. Specific equality issues are met at the point of delivery of WHQS improvement programmes.

9. Legal implications

- 9.1 Meeting WHQS by 2020 is a statutory duty under the Housing (Wales) Act 2014. Welsh Government has a strict regime of monitoring programme progress on a quarterly and annual basis, to ensure compliance.

- 9.2 If the Authority fails to meet the December 2020 deadline, Welsh Government can impose sanctions which include intervention or a direction as set out in the Housing (Wales) Act 2014.
- 9.3 Any powers and works will be carried out in line with the Well-being of Future Generations Act (Wales) 2015.
- 9.4 The WHQS programme contributes to well-being objectives by creating improved, energy efficient, sustainable housing which leads to improved public health and more prosperous communities.
- 9.5 Works required to meet the requirements of the programme are procured in accordance with the Council's Contract Procurement Rules and the Public Contracts Regulations 2015.

10. Financial Implications

- 10.1 There are no financial implications associated with this report. All costs to meet WHQS were included in the Housing 4 Year Capital Programme, approved by Council in February 2019.

Background Papers: None

Appendices: EIA Screening Assessment

Equality Impact Assessment Screening Form – 2017/8

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: Strategic Housing

Directorate: Place

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

The Housing service is undertaking a project to deliver the Welsh Housing Quality Standard by December 2020. The Council will have invested £498m by this date on improving its housing stock and estates. Progress on delivering this project is reported via a number of mechanisms including tenant groups, various forums, website, Open House magazine, performance information to the Welsh Government etc. A report to Council in September 2019 will highlight the Authorities progress towards meeting the WHQS by the end of 2020 and include information regarding current and future expenditure on the programme as well as illustrating current levels of compliance across the various elements of the standard.

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input checked="" type="checkbox"/> (H)	<input type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Older people (50+) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

The WHQS project commenced in early 2001 and consultation has been ongoing since then. This takes place via existing tenant groups, various forums and information is cascaded to stakeholders via the website, Open House magazine, etc.

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

As above

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input checked="" type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility <input type="checkbox"/> (L)
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(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION? (Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input checked="" type="checkbox"/> (M)	Low risk <input type="checkbox"/> (L)
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Q6 Will this initiative have an impact (however minor) on any other Council service?

Yes No **If yes, please provide details below**

This investment is having a big economic impact locally and makes a significant contribution to the Corporate priorities. The Housing service works in partnership and supports other services such as parks, highways etc to invest in estates across Swansea.

Q7 HOW DID YOU SCORE? Please tick the relevant box

MOSTLY H and/or M → **HIGH PRIORITY** → **EIA to be completed**
Please go to Section 2

MOSTLY L → **LOW PRIORITY / NOT RELEVANT** → **Do not complete EIA**
Please go to Q8 followed by Section 2

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

The project has been in place since early 2001 and is delivering significant benefits to all council tenants/leaseholders and residents on housing estates. Investment is being targeted at all council housing properties and where needed work is being undertaken which meets the specific needs of the household, e.g. bathroom and kitchen improvements are designed/amended to assist those with a disability, etc. Specific equality issues are met at the point of delivery of WHQS improvement programmes.

There are no equality implications as the report to Council considers a recent WAO audit and the current level of WHQS compliance. Project will not impact on service delivery and the interests of children have been taken into account. No Welsh language implications.

Equality Impact Assessment Screening Form – 2017/8

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name:
Job title:
Date:
Approval by Head of Service:
Name:
Position:
Date:

Please return the completed form to accesstoservices@swansea.gov.uk

Agenda Item 11.



Joint Report of the Returning Officer and Head of Democratic Services

Council - 26 September 2019

Local Democracy & Boundary Commission for Wales' Review of Electoral Arrangements for the City and County of Swansea

Purpose:	To provide a response to the Local Democracy and Boundary Commission for Wales' Draft Proposals in relation to their Review of the Electoral Arrangements for the City and County of Swansea.
Policy Framework:	None.
Consultation:	Access to Services, Finance, Legal, Councillors, Political Group Leaders, Constitution Working Group.
Recommendation(s):	It is recommended that: 1) The response to the Draft Proposals as detailed in Paragraph 5 of the report be approved and forwarded to the Local Democracy and Boundary Commission for Wales; 2) The Welsh Language Electoral Ward names as suggested by this Authority and set out in Appendix B of the report be recommended to the Welsh Language Commissioner to be placed on the "Standardisation of Welsh Place Names list"; 3) The Welsh Language Commissioner be asked to reconsider the use of "Dyfnant" as the Welsh form of "Dunvant" so that "Dyfnant" becomes the formal standardised name; 4) The Welsh Language Community Ward names as suggested by this Authority and set out in Appendix C of the report be recommended to the Welsh Language Commissioner to be placed on the "Standardisation of Welsh Place Names list"; 5) The Welsh Language Commissioner be asked to consider suitable Welsh Language or Bilingual Community Wards names for those Community Wards as outlined in Appendix C of the report.

Report Author:	Huw Evans
Finance Officer:	Ben Smith
Legal Officer:	Tracey Meredith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 The Local Democracy and Boundary Commission for Wales has published its Draft Proposals for the Review of Electoral Arrangements for the City and County of Swansea. The review will be carried out under Section 29 of the Local Government (Democracy) (Wales) Act 2013.
- 1.2 The Commission has asked for this Authority's response to the Draft Proposals with the deadline for submitting a response being 2 October 2019. Responses via e-mail to consultations@boundaries.wales
- 1.3 The Commission considers those representations and prepares their Final Proposals. These will be published and submitted to the Welsh Government, who may give effect to the proposals whether as submitted or with modifications.
- 1.4 The Constitution Working Group at its meeting on 4 September 2019, considered the proposals for each Electoral Ward and recommend the responses as set out Paragraph 5 of the report as the Council formal response to the Draft Proposals of the Local Democracy and Boundary Commission for Wales' Review of Electoral Arrangements for the City and County of Swansea.

2. General Points Relating to the Commissions Review

- 2.1 Dealing with Boundary changes in isolation is not an effective use of resource. The Authority favours co-terminus boundaries and notes the complexity and issues caused when boundaries no longer mirror the other building blocks for electoral arrangements. As such, this Authority suggests that future Boundary Reviews (Community, Local Government, Parliamentary etc.) should be carried out at the same time

3. Process adopted by Swansea Council

- 3.1 During the initial consultation period of 12 weeks (4 May to 26 July 2018), Swansea Council followed the guidance set out by the Commission as detailed in its "Electoral Reviews: Policy and Practice 2016" publication, the Commissions letter of 27 April 2018 and the information set out during the Commissions presentation to Council on 26 April 2018.

- 3.2 Meetings with Councillors and dedicated Electoral Ward meetings with Councillors were held on 30-31 May & 4 June 2018. The Head of Democratic Services liaised with Councillors during June and July 2018.
- 3.3 The terms of reference of the Authority's Constitution Working Group (CWG) were amended in order to allow that Group to consider the views of the Electoral Ward Councillors. The CWG is made up of the Presiding Member, Political Group leaders and some other Councillors. This led to a report to Council on 26 July 2018.
- 3.4 A similar process was followed with the publication of the Commission's Draft Proposals, with Councillors being encouraged to come forward with their suggestions. This in turn led to a report to the Constitution Working Group on 4 September 2019 and ultimately to Council on 26 September 2019.

4. Welsh Electoral Ward Place Names

- 4.1 The Constitution Working Group recommended that all Electoral Wards and Community Wards in Swansea should either have a Welsh name or a bilingual name and asked that historical records be checked for Welsh Language Place Name use or where none was evident to suggest Welsh Language Electoral Ward Names to the Welsh Language Commissioner and to the Local Democracy and Boundary Commission for Wales.
- 4.2 However, where there was no obvious Welsh Place names or bilingual Place names used, the Welsh Language Commissioner should be asked to consider the matter and where possible to suggest appropriate names.
- 4.3 Seven of the Authority's current Electoral Wards do not have Welsh or bilingual names in common use. However, following the researching of historical documents and discussions with the Authority's Welsh Language Unit, the following are proposed.

Current	Swansea Council	
	English Proposed	Welsh Proposed
Fairwood	Fairwood	Llwynteg
Mayals	Mayals	Moelfryn
Newton	Newton	N/A
St Thomas	St Thomas	San Tomos
Townhill	Townhill	Pen y Graig
Uplands	Uplands	Tir Uchel
West Cross	West Cross	Y Groesffordd

- 4.4 The Rationale for the Proposed Welsh Electoral Ward Names is set out in **Appendix A** of the report. Note: No name is proposed for "Newton" as the Local Democracy & Boundary Commission for Wales' recommendation is that Newton disappears as an Electoral Ward.

- 4.5 The Authority’s suggestions for Electoral Ward names are set out in **Appendix B** of the report. **Appendix B** is split into 3 Tables:
- **Table 1** “Current Electoral Ward Names (x36) & Swansea Council’s”;
 - **Table 2** “Proposals by the Local Democracy and Boundary Commission for Wales (LD&BCW) for Electoral Ward Name Change”;
 - **Table 3** “Proposals by Swansea Council to Split Mawr into its Three Distinct Communities & to Place Each Community into the Appropriate Electoral Ward”.
- 4.6 The Authority is also keen to address the need for Welsh Language or bilingual forms for its Community Wards. Nine of the Authority’s current Community Wards do not have Welsh Names in common use. Those nine being:

Community Wards without a Welsh / Bilingual Alternative	
Murton	Southgate
Nicholaston	Horton
Cheriton	Oxwich
Newton	Reynoldston
Kittle	-

- 4.7 **Appendix C** sets out the Authority’s proposals for all of the Community Ward within the Authority’s area and asks that the Welsh Language Commissioner consider bilingual alternatives for those 9 listed above.
- 4.8 **Appendix D** sets out Notes on the Derivation of the Names in the Community Ward List above. Much of the information quoted comes from Richard Morgan, *Place-Names of Glamorgan* (Cardiff, 2018).

5. Swansea Council Observations by Electoral Ward

Bishopston Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Bishopston		Agree	
Welsh	Llandeilo Ferwallt		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Bishopston (Llandeilo Ferwallt)	-		-	
Bishopston Community	Current	2,700	5 Year Projected	2,700
Bishopston		1,592		1,592
Murton		1,108		1,108
No. of Councillors	Current	1	Proposed	1
Swansea Council Response:				
<p>1) The Community Wards be given Welsh names. Bishopston (Llandeilo Ferwallt), suggestions from the Welsh Language Commissioner for "Murton" would be welcomed;</p> <p>2) Agree with Local Democracy & Boundary Commission for Wales Proposal.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,700	1:2,700	4%	

Birchgrove Electoral Ward (Formerly Part of Llansamlet Electoral Ward)				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Birchgrove</i>		Agree	
Welsh	<i>Gellifedw</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Birchgrove Community	Current	5,810	5 Year Projected	6,275
No. of Councillors	Current	2 (4)	Proposed	2
Swansea Council Response:				
<p>1) Page 31, Paragraph 111 of the Local Democracy & Boundary Commission for Wales's Draft Proposals Report states that Swansea Council proposed that Llansamlet Electoral Ward be split into two. This is incorrect as the Council did not offer up any proposal for change in relation to the Llansamlet Electoral Ward;</p> <p>2) The Llansamlet Councillors DO NOT support the proposal to split Llansamlet Ward as outlined by the Boundary Commission:</p> <ul style="list-style-type: none"> • The Ward boundary is the Church Parish boundary for the Parish of St Samlets; people know and understand this; • It is one community with people from all parts of it using the facilities within – St Samlets Church, The Library in Llansamlet, the Youth Centre at Stadwen Road are examples of facilities used by people from all areas of the Ward. It also has a Comprehensive School which serves the whole community; • Changes to the boundary of the ward will raise worries in parts of Glais that their decision to remain in Llansamlet via a Community Referendum in 2011 will be over overturned; • There is a fear that a split in the Ward as proposed will see the Council and other partners provide services which become specific to that one part of the ward but not available to the other; • During the past 12 years, the longest serving Llansamlet Councillor, Councillor Penny Matthews has never been asked for the ward to be split, it is simply a non- issue; • There is a feeling of there being far more important issues to be dealt with in the area, leading people to ask why make changes to something that nobody is complaining about. <p>3) Llansamlet Councillors are aware that people from the community are already making similar arguments to the Local Democracy & Boundary Commission for Wales via public consultation;</p> <p>4) There was not a consensus agreement in relation to the proposal. It is likely that Political Groups and Individuals will submit their own comments directly to the Commission.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,905	1:3,138	21%	

Bonymaen Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Bonymaen</i>		Suggest Bôn-y-maen	
Welsh	<i>Bôn-y-maen</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Bonymaen Community	Current	5,451	5 Year Projected	5,958
No. of Councillors	Current	2	Proposed	2
Swansea Council Response:				
1) As the proposed Electoral Ward language names are so similar, it is proposed that they be standardised using the Welsh format of “Bôn-y-maen”. This This will avoid confusion over time, lead to consistency of the use of the name and simplify signage;				
2) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,726	1:2,979	15%	

Castle Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Castle</i>		Agree	
Welsh	<i>Y Castell</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Castle Community	Current	10,324	5 Year Projected	11,234
No. of Councillors	Current	4	Proposed	4
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,581	1:2,809	8%	

Clydach & Mawr Electoral Ward (Formerly Clydach Electoral Ward & Mawr Electoral Ward)				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Clydach and Mawr</i>		Agree	
Welsh	<i>Clydach a Mawr</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Clydach (Clydach)	Glais (Y Glais)		Graigfelen (Graigfelen)	
Vardre (Faerdre)	Craig-Cefn-Parc (Craig-Cefn-Parc)		Felindre (Felindre)	
Garnswllt (Garnswllt)	-		-	
Electorate: Clydach & Mawr Community	Current	7,079	5 Year Projected	7,373
Clydach Community		5,689		5,963
<i>Clydach</i>		2,063		2,170
<i>Glais</i>		275		289
<i>Graigfelen</i>		1,343		1,412
<i>Vardre</i>		2,008		2,112
Mawr Community		1,390		1,390
<i>Craig Cefn Parc</i>		877		877
<i>Felindre</i>		274		274
<i>Garnswllt</i>		239		239
No. of Councillors		Current		3 (2, 1)
Swansea Council Response:				
<p>1) The proposal leads to an extremely large Electoral Ward stretching from Swansea's boundary with Neath Port Talbot to Carmarthenshire. This is too large and needs to be re-thought;</p> <p>2) The Community Wards be given Welsh names. Vardre (Faerdre);</p> <p>3) There was not a consensus agreement in relation to the proposal. It is likely that Political Groups and Individuals will submit their own comments directly to the Commission;</p> <p>4) The majority suggestion was for:</p> <ul style="list-style-type: none"> ➤ Craig Cefn Parc Community Ward being added to Clydach Electoral Ward; ➤ Felindre Community Ward being added to Llangyfelach Electoral Ward; ➤ Garnswllt Community Ward being added to Pontarddulais Electoral Ward. 				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,360	1:2,458	-5%	

Clydach and Craig Cefn Parc Ward) (Based on 3 Councillors)

Councillor : Elector Ratio	2018	2023	% Variance @ 2023
(2023 Target is 1:2,591)	1:2,188	1:2,280	-12.7%

Cockett Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Cockett		Agree	
Welsh	Y Cocyd		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Cockett Community	Current	10,583	5 Year Projected	11,2749
No. of Councillors	Current	4	Proposed	4
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,646	1:2,937	13%	

Cwmbwrla Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Cwmbwrla		Agree	
Welsh	Cwmbwrla		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Cwmbwrla Community	Current	5,640	5 Year Projected	5,780
No. of Councillors	Current	3	Proposed	3
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:1,880	1:1,927	-26%	

Dunvant and South Killay Electoral Ward (Formerly Dunvant Electoral Ward & Killay South Electoral Ward)				
Electoral Ward Name	Proposed by LD&BCW	Agree or Council Suggestion		
English	<i>Dunvant and South Killay</i>	Agree		
Welsh	<i>Dynfant a De Cilâ</i>	Disagree. Suggest Dyfnant a De Cilâ		
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-	-	-	-
Electorate: Dunvant & Killay South Community	Current	5,317	5 Year Projected	5,317
Dunvant Community		3,450		3,450
Killay South Community		1,867		1,867
No. of Councillors	Current	3 (2, 1)	Proposed	2
Comments from the Dunvant Councillors in Relation to the name “Dyfnant”				
<p>The suggestion of the use of ‘Dyfnant’ as the Welsh name for Dunvant illustrates the lack of assessment of the local character and history of the area. ‘Dyfnant’ is not used by the local community.</p> <p>In 2014, on the advice of the Welsh Language Commissioner’s review of place names, Councillor J A Raynor added this unusual spelling as the Welsh version of Dunvant on her councillor electronic signature. Residents thought it was a typing error. Councillor Raynor sent a considerable amount of evidence and photographs of the accepted and widely used ‘Dyfnant’ to the Welsh Language Commissioner’s Office and changed her Councillor signature back to the accepted Dunvant and Swansea word ‘Dyfnant’.</p> <p>Earlier this year various community leaders appeared on BBC Cymru television news pointing out the correct and local spelling of Dunvant in Welsh is Dyfnant. In 1972, a second primary school opened in the community of Dunvant and it was named Dyfnant Primary. Many years later the school changed its name to Pen y Fro to avoid confusion with Dunvant Primary, the Welsh name of which is Dyfnant Primary. The Boundary Commission’s proposal for the Welsh name of the ward is inaccurate and not acceptable.</p> <p>The Head of Dunvant Primary School has also stated in writing that the School use the name “Dyfnant”. It is the accepted name for Team Dunvant / Tîm Dyfnant. Appendix E outlines an example of the name “Dyfnant” being used within the Local Community (as supplied by the Head of Dunvant Primary School).</p>				

Comments from the Dunvant Councillors

We support the proposal as outlined above.

Comments from Killay North & Killay South Councillors

We will be making our comments directly to the Local Democracy & Boundary Commission for Wales.

Comments from Councillor C A Holley, Leader of the Largest Opposition Group

I believe that the splitting up of the wards of Killay north and south to make Dunvant a two member wards is wrong. There are two strong reasons:

- a) Killay has an active community council which represents the whole of Killay both north and south and as such should remain one ward with two members. My pragmatic view is if there is to be a need to remove some properties to allow Dunvant to retain two members then an area around Ridgeway which is alongside Dunvant rugby club that would allow the retaining of one member in Dunvant.
- b) The community of Dunvant has its own distinct centre and had a community council but was dissolved and now has a community centre as the living centre of the area. But by adding some of Killay to it this would remove its distinctive character.

Swansea Council Response:

- 1) The proposed Welsh Electoral Ward name of “Dyfnant” is not used in Swansea. “Dyfnant” is the accepted Welsh name for Dunvant. Côr Meibion Dyfnant / [Dunvant Male Choir](#) established in 1895 use this name as do the people of Dunvant, Swansea and beyond. The Authority argues that the form Dunvant reflects a tendency in dialect to swap around the consonants of a cluster 'fn', but the 'correct' form in Welsh is Dyfnant “dwfn” (deep) + nant (valley).
- 2) If required to balance the electorate and to maintain 2 Councillors in Dunvant and 2 Councillors in Killay, it is proposed that elements of the Broadmead estate would be better placed within the Dunvant Electoral Ward whilst other streets within the estate remain in the Killay South Electoral Ward.
- 3) The suggested streets to be added to Dunvant Electoral Ward to better reflect the community being: Ash Grove, Broadacre, Broadmead, Kenington Close, Lime Grove, Oakdene, St Hilary Drive and part of Goetre Fawr Road up to the junction with Broadmead. This would increase the electorate of Dunvant Electoral Ward to approximately 4,050.
- 4) The Dunvant Electoral Ward could then remain as a 2 Councillor Ward with an Elector Ratio of approximately 1:2,025. The number of Councillors in Swansea Council raising from the proposed 74 to 75.
- 5) The remaining elements of Killay South be merged with Killay North Electoral Ward to create a Killay Electoral Ward with 2 Councillors. The Welsh name being Cilâ.

Councillor : Elector Ratio	2018	2023	% Variance @ 2023
(2023 Target is 1:2,591)	1:2,050	1:2,050	-23%

Fairwood Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Fairwood		Agree	
Welsh	Fairwood		Disagree. Suggest "Llwynteg".	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Three Crosses (Y Crwys)	Upper Killay (Cilâ Uchaf)		-	
Fairwood Community	Current	2,265	5 Year Projected	2,327
Three Crosses		1,197		1,233
Upper Killay		1,068		1,100
No. of Councillors	Current	1	Proposed	1
Swansea Council Response:				
<p>1) As the Council is keen to ensure all of its Electoral Ward names are either Welsh or bilingual. It is proposed that "Llwynteg" is used for the Welsh version for the Fairwood Electoral Ward.</p> <p>2) Agree with Local Democracy & Boundary Commission for Wales Proposal.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,265	1:2,4327	-10.7%	

Gorseinon and Penyrheol Electoral Ward (Formerly Gorseinon Electoral Ward & Penyrheol Electoral Ward)				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Gorseinon and Penyrheol</i>		Agree	
Welsh	<i>Gorseinon a Phenyrrheol</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Gorseinon Central (Canol Gorseinon)	Gorseinon East (Dwyrain Gorseinon)		Gorseinon West (Gorllewin Gorseinon)	
Penyrheol (Penyrheol)	Grovesend and Waungron (Pengelli a Waungron)		-	
Electorate: Gorseinon Town and Penyrheol Community	Current	7,722	5 Year Projected	8,694
Gorseinon Electoral Ward		3,342		3,765
<i>Gorseinon Central</i>		1,182		1,332
<i>Gorseinon East</i>		2,160		2,411
Penyrheol Electoral Ward		4,380		4,928
<i>Gorseinon West</i>		1,451		1,633
<i>Grovesend and Waungron</i>		861		969
<i>Penyrheol</i>		2,068		2,327
No. of Councillors	Current	3 (2, 1)	Proposed	3
Swansea Council Response:				
1) The Welsh name for the Community of Waungron and Grovesend should be “Cymuned Pengelli a Waungron”;				
2) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,574	1:2,898	12%	

Gower Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW	Agree or Council Suggestion		
English	<i>Gower</i>	Agree		
Welsh	<i>Gŵyr</i>	Agree		
Council Suggested Names for the Communities / Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
<i>Llangennith, Llanmadog and Cheriton (Llangynydd, Llanmadog a Cheriton)</i>	<i>Llanrhidian Lower (Llanrhidian Isaf)</i>	<i>Penrice (Pen-rhys)</i>		
<i>Port Eynon (Porth Eion)</i>	<i>Reynoldston</i>	<i>Rhosili (Rhosili)</i>		
<i>Knelston (Llan-y-tair-mair)</i>				
Gower Electoral Ward		2,559		2,598
<i>Llangennith, Llanmadoc and Cheriton</i>	Current	672	5 Year Projected	680
<i>Llanrhidian Lower</i>		471		477
<i>Penrice</i>		340		345
<i>Port Eynon</i>		508		515
<i>Reynoldston</i>		354		359
<i>Rhosili</i>		214		217
No. of Councillors		Current		1
Swansea Council Response:				
<ol style="list-style-type: none"> 1) The Welsh Language Commissioners Office has already stated that the name to be used for "Llanmadoc" in Welsh and English is Llanmadog. It is therefore proposed to use "Llanmadog" as the standard form in both languages; 2) The Welsh Language Commissioners Office has already stated that the Welsh name to be used for "Penrice" is "Pen-rhys". It is therefore proposed that "Pen-rhys" be used for the Welsh form for the Community. 3) The Welsh form of "Port Eynon" is "Porth Eion" and this should be used for the Welsh form for the Community; 4) The Welsh Language Commissioners Office has already stated that the name to be used for "Rhosilli" in Welsh and English is Rhosili. It is therefore proposed to use "Rhosili" as the standard form in both languages; 5) The Welsh Language Commissioners Office has already stated that the Welsh name to be used for "Knelston" is "Llan-y-tair-mair". It is therefore proposed that "Llan-y-tair-mair" be used for the Welsh form for the Community Ward. 6) Agree with Local Democracy & Boundary Commission for Wales Proposal. 				

Councillor : Elector Ratio	2018	2023	% Variance @ 2023
(2023 Target is 1:2,591)	1:2,559	1:2,598	0%

Gowerton Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW	Agree or Council Suggestion		
English	Gowerton	Agree		
Welsh	Tregŵyr	Agree		
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Gowerton East (Dwyrain Tregŵyr)	Gowerton West (Gorllewin Tregŵyr)	-		
Gowerton Electoral Ward	Current	3,969	5 Year Projected	4,129
Gowerton East		1,776		1,848
Gowerton West		2,193		2,282
No. of Councillors	Current	1	Proposed	2
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:1,985	1:2,065	-20%	

Killay North Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Killay North</i>		Agree	
Welsh	<i>Gogledd Cilâ</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
<i>Killay North (Gogledd Cilâ)</i>	-		-	
Killay North Community	Current	2,198	5 Year Projected	2,800
No. of Councillors	Current	1	Proposed	1
<p>Swansea Council Response: See comments above relating to “Dunvant and South Killay Electoral Ward”.</p> <p>The Killay South amended electorate being 1,867 less the 600 moved to Dunvant = 1,267.</p> <p>This will see the number of Councillors in Swansea rise to 75.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:1,732	1:2,033	-24%	

Landore Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Landore		Agree	
Welsh	Glandŵr		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Landore Community	Current	4,780	5 Year Projected	4,976
No. of Councillors	Current	2	Proposed	2
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,390	1:2,488	-4%	

Llangyfelach Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Llangyfelach		Agree	
Welsh	Llangyfelach		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Llangyfelach Community	Current	1,882	5 Year Projected	2,576
No. of Councillors	Current	1	Proposed	1
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal to remove Pontlliw & Tircoed Community from Llangyfelach Electoral Ward;				
2) The Felindre Community (274) from the Mawr Electoral Ward should be added to Llangyfelach Electoral Ward. This will see the 5 Year Projected Electorate becoming 2,850 (2,576+274).				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:1,882	1:2,576	-1%	

Llangyfelach with Felindre Community Added

Councillor : Elector Ratio	2018	2023	% Variance @ 2023
(2023 Target is 1:2,591)	1:2,156	1:2,850	9.5%

Llansamlet Electoral Ward (Formerly Part of Llansamlet Electoral Ward)

Electoral Ward Name	Proposed by LD&BCW	Agree or Council Suggestion
English	<i>Llansamlet</i>	Agree
Welsh	<i>Llansamlet</i>	Agree

Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion

-	-	-
Llansamlet Community	Current	5,230
No. of Councillors	Current	2 (4)
		5 Year Projected
		5,649
		Proposed
		2

Swansea Council Response:

- 1) Page 31, Paragraph 111 of the Local Democracy & Boundary Commission for Wales's Draft Proposals Report states that Swansea Council proposed that Llansamlet Electoral Ward be split into two. This is incorrect as the Council did not offer up any proposal for change in relation to the Llansamlet Electoral Ward;
- 2) See further comments under Birchgrove above.

Councillor : Elector Ratio	2018	2023	% Variance @ 2023
(2023 Target is 1:2,591)	1:2,615	1:2,825	9%

Loughor Electoral Ward (Formerly Kingsbridge Electoral Ward, Lower Loughor Electoral Ward & Upper Loughor Electoral Ward)				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Loughor</i>		Disagree. Suggest "Llwchwr"	
Welsh	<i>Llwchwr</i>		Agree	
Council Suggested Names for the Communities / Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Kingsbridge (Pontybrenin)	Lower Loughor (Casllwchwr Isaf)		Upper Loughor (Casllwchwr Uchaf)	
Garden Village (Pentre'r Ardd)	-		-	
Electorate: Kingsbridge, Lower Loughor & Upper Loughor	Current	7,426	5 Year Projected	8,440
Kingsbridge Electoral Ward		3,500		4,299
<i>Garden Village</i>		1,069		1,313
<i>Kingsbridge</i>		2,431		2,986
Lower Loughor Electoral Ward		1,789		1,789
Upper Loughor Electoral Ward		2,137		2,352
No. of Councillors	Current	3 (1, 1, 1)	Proposed	3
Swansea Council Response:				
<p>1) This newly proposed Electoral Ward mirrors the boundaries of the Llwwchwr Town Council. Loughor is the town name for the village of Loughor and should not be mistaken or used for the wider Town Council area of Llwwchwr;</p> <p>2) Llwwchwr should be the standard name in both languages;</p> <p>3) The following Welsh names should be adopted for the Communities / Community Wards-Kingsbridge (Pontybrenin), Lower Loughor (Casllwchwr Isaf), Upper Loughor (Casllwchwr Uchaf), Garden Village (Pentre'r Ardd);</p> <p>4) Subject to the proposed amendments above, agree with Local Democracy & Boundary Commission for Wales Proposal.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,475	1:2,813	13%	

Mayals Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Mayals</i>		Agree	
Welsh	<i>Mayals</i>		Disagree. Suggest "Moelfryn".	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-	-	-	-
Mayals Community	Current	2,156	5 Year Projected	2,156
No. of Councillors	Current	1	Proposed	1
Swansea Council Response:				
1) As the Council is keen to ensure all of its Electoral Ward names are either Welsh or bilingual. It is proposed that "Moelfryn" is used for the Welsh version for the Mayals Electoral Ward.				
2) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,156	1:2,156	-17%	

Morrison Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Morrison</i>		Agree	
Welsh	<i>Treforys</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-	-	-	-
Morrison Community	Current	12,047	5 Year Projected	12,177
No. of Councillors	Current	5	Proposed	5
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,409	1:2,435	-6%	

Mumbles South Electoral Ward (Formerly Newton Electoral Ward and Oystermouth Electoral Ward)				
Electoral Ward Name	Proposed by LD&BCW	Agree or Council Suggestion		
English	<i>Mumbles South</i>	Disagree. Suggest "Oystermouth"		
Welsh	<i>De Mwmbwls</i>	Disagree. Suggest "Ystumllwynarth"		
Council Suggested Names for the Communities / Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Oystermouth (Ystumllwynarth)	-	-	-	-
Electorate: Newton & Oystermouth	Current	6,107	5 Year Projected	6,244
Newton Electoral Ward		2,832		2,926
Oystermouth Electoral Ward		3,275		3,318
No. of Councillors	Current	2 (1, 1)	Proposed	3
Swansea Council Response:				
<p>1) The name "Mumbles South" is not used as people tend to refer to the area as "Oystermouth" / "Ystumllwynarth". The newly proposed Electoral Ward should be named "Oystermouth" / "Ystumllwynarth";</p> <p>2) Subject to the proposed amendments above, agree with Local Democracy & Boundary Commission for Wales Proposal.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,475	1:2,813	13%	

Mynyddbach Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Mynyddbach</i>		Suggest "Mynydd-bach"	
Welsh	<i>Mynydd-bach</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Mynyddbach Community	Current	6,604	5 Year Projected	7,139
No. of Councillors	Current	3	Proposed	3
Swansea Council Response:				
<p>1) As the proposed Electoral Ward language names are so similar, it is proposed that they be standardised using the Welsh format of "Mynydd-bach". This This will avoid confusion over time, lead to consistency of the use of the name and simplify signage;</p> <p>2) Agree with Local Democracy & Boundary Commission for Wales Proposal.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,201	1:2,380	-8%	

Penclawdd Electoral Ward					
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion		
English	<i>Penclawdd</i>		Suggest “Pen-clawdd”		
Welsh	<i>Pen-clawdd</i>		Agree		
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion					
<i>Llanrhidian Higher (Llanrhidian Uchaf)</i>	<i>Llanrhidian Lower (Llanrhidian Isaf)</i>		-		
Penclawdd Electoral Ward	Current	2,921	5 Year Projected	2,921	
Llanrhidian Higher Community					
Llanmorlais		1,000			1,000
Penclawdd		1,921		1,921	
No. of Councillors	Current	1	Proposed	1	
Swansea Council Response:					
<p>1) As the proposed Electoral Ward language names are so similar, it is proposed that they be standardised using the Welsh format of “Pen-clawdd”. This This will avoid confusion over time, lead to consistency of the use of the name and simplify signage;</p> <p>2) The following Welsh names should be adopted for the Communities / Community Wards-Llanrhidian Higher (Llanrhidian Uchaf) and Llanrhidian Lower (Llanrhidian Isaf);</p> <p>3) Agree with Local Democracy & Boundary Commission for Wales Proposal.</p>					
Councillor : Elector Ratio	2018	2023	% Variance @ 2023		
(2023 Target is 1:2,591)	1:2,921	1:2,921	13%		

Penderry Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Penderry		Agree	
Welsh	Penderi		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Penderry Community	Current	7,577	5 Year Projected	8,064
No. of Councillors	Current	3	Proposed	3
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,526	1:2,688	4%	

Penllergaer Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Penllergaer		Agree	
Welsh	Penlle'r-gaer		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
Penllergaer East (Dwyrain Penlle'r-gaer)	Penllergaer West (Gorllewin Penlle'r-gaer)		-	
Penllergaer Community	Current	2,543	5 Year Projected	3,515
No. of Councillors	Current	1	Proposed	1
Swansea Council Response:				
1) The following Welsh names should be adopted for the Communities / Community Wards-Penllergaer East (Dwyrain Penlle'r-gaer) and Penllergaer West (Gorllewin Penlle'r-gaer);				
2) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,543	1:3,515	36%	

Pennard Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Pennard</i>		Agree	
Welsh	<i>Pennard</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
<i>Ilston (Llanilltud Gŵyr)</i>	-		-	
Pennard Community	Current	2,669	5 Year Projected	2,778
Kittle		528		554
Southgate		1,708		1,791
Ilston Community		421		426
No. of Councillors	Current	1	Proposed	1
Swansea Council Response:				
1) The following Welsh names should be adopted for the Communities / Community Wards-Ilston (Llanilltud Gŵyr); 2) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,669	1:2,778	7%	

Pontardulais Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW	Agree or Council Suggestion		
English	<i>Pontardulais</i>	Disagree. Suggest "Pontarddulais"		
Welsh	<i>Pontarddulais</i>	Agree		
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
<i>Dulais East (Dwyrain Dulais)</i>		<i>Dulais West (Gorllewin Dulais)</i>		-
Pontardulais Community	Current	4,901	5 Year Projected	5,472
Dulais East		721		805
Dulais West		1,498		1,673
Goppa		519		579
Pentrebach		385		430
Tal-y-bont		1,778		1,985
No. of Councillors	Current	2	Proposed	2
Swansea Council Response:				
<p>1) As the proposed Electoral Ward language names are so similar, it is proposed that they be standardised using the Welsh format of "Pontarddulais". This This will avoid confusion over time, lead to consistency of the use of the name and simplify signage;</p> <p>2) The following Welsh names should be adopted for the Communities / Community Wards-Dulais East (Dwyrain Dulais) and Dulais West (Gorllewin Dulais);</p> <p>3) The Garnswllt Community (239) from the Mawr Electoral Ward should be added to Pontardulais Electoral Ward. This will see the 5 Year Projected Electorate becoming 2,975 (2,736+239);</p> <p>4) Agree with Local Democracy & Boundary Commission for Wales Proposal.</p>				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,451	1:2,736	6%	

Pontarddulais with Garnswllt Community Added

Councillor : Elector Ratio	2018	2023	% Variance @ 2023
(2023 Target is 1:2,591)	1:2,690	1:2,975	13.8%

Pontlliw & Tircoed Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Pontlliw and Tircoed</i>		Agree	
Welsh	<i>Pontlliw a Thir-coed</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Pontlliw and Tircoed Community	Current	2,067	5 Year Projected	2,829
No. of Councillors	Current	1	Proposed	1
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,067	1:2,829	9%	

Sketty Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	<i>Sketty</i>		Agree	
Welsh	<i>Sgeti</i>		Agree	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-		-	
Sketty Community	Current	11,120	5 Year Projected	11,773
No. of Councillors	Current	5	Proposed	5
Swansea Council Response:				
1) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,224	1:2,355	-9%	

St Thomas Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	St Thomas		Agree	
Welsh	St Thomas		Disagree. Suggest "San Tomos".	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-	-	-	-
St Thomas Community	Current	5,490	5 Year Projected	6,230
No. of Councillors	Current	2	Proposed	2
Swansea Council Response:				
1) As the Council is keen to ensure all of its Electoral Ward names are either Welsh or bilingual. It is proposed that "San Tomos" is used for the Welsh version for the St Thomas Electoral Ward.				
2) Subject to amendment, agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,745	1:3,115	20%	

Townhill Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Townhill		Agree	
Welsh	Townhill		Disagree. Suggest "Pen y Graig"	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-	-	-	-
Townhill Community	Current	5,891	5 Year Projected	5,891
No. of Councillors	Current	3	Proposed	3
Swansea Council Response:				
1) As the Council is keen to ensure all of its Electoral Ward names are either Welsh or bilingual. It is proposed that "Pen y Graig" is used for the Welsh version for the Townhill Electoral Ward.				
2) Agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:1,964	1:1,964	-24%	

Uplands Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	Uplands		Agree	
Welsh	Uplands		Disagree. Suggest "Tir Uchel"	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-	-	-	-
Uplands Community	Current	10,157	5 Year Projected	10,741
No. of Councillors	Current	4	Proposed	4
Swansea Council Response:				
1) As the Council is keen to ensure all of its Electoral Ward names are either Welsh or bilingual. It is proposed that "Tir Uchel" is used for the Welsh version for the Uplands Electoral Ward.				
2) Subject to the above, agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,539	1:2,685	4%	

West Cross Electoral Ward				
Electoral Ward Name	Proposed by LD&BCW		Agree or Council Suggestion	
English	West Cross		Agree	
Welsh	West Cross		Disagree. Suggest "Y Groesffordd"	
Council Suggested Names for the Community Ward(s) - Name in Brackets is Welsh Language Suggestion				
-	-	-	-	-
West Cross Community	Current	5,219	5 Year Projected	5,219
No. of Councillors	Current	2	Proposed	2
Swansea Council Response:				
1) As the Council is keen to ensure all of its Electoral Ward names are either Welsh or bilingual. It is proposed that "Y Groesffordd" is used for the Welsh version for the West Cross Electoral Ward.				
2) Subject to the above, agree with Local Democracy & Boundary Commission for Wales Proposal.				
Councillor : Elector Ratio	2018	2023	% Variance @ 2023	
(2023 Target is 1:2,591)	1:2,610	1:2,610	1%	

6. Financial Implications

- 6.1 There are no immediate financial implications arising directly from this report. The overall current proposals from the Boundary Commission indicate a potential increase in total number of Councillors by 2 (from 72 to 74 Councillors for Swansea). Swansea Council's counter proposals would see the Council increase from 72 to 75 Councillors.
- 6.2 Appropriate budgetary provision for Councillor salaries, allowances, associated allowances of Office (e.g. IT, Broadband, Telephone etc. and Community Budget will be made in due course, at the then prevailing rates, once the final recommendations of the Boundary Commission are determined and implemented by Welsh Government.

7. Legal Implications

- 7.1 There are no legal implications associated with this report.

8. Equality and Engagement Implications

- 8.1 There are none associated with this report.

Background Papers: None

Appendices:

Appendix A	Rationale for the Proposed Welsh Electoral Ward Name
Appendix B	Electoral Ward Name Proposals
Appendix C	Community Ward Name Proposals
Appendix D	Notes on the Derivation of the Names in the Community Ward List
Appendix E	Example of the name "Dyfnant" being used within the Local Community

Rationale for the Proposed Welsh Electoral Ward Name

Evidence Quoted from Richard Morgan's "Place-names of Glamorgan (2018)" online database:

<https://www.cymdeithasenwaulleoedd.cymru/wp-content/uploads/2019/07/PNGlam-refs.pdf>

Current	Fairwood	Welsh Proposed	Llwynteg
<p>Evidence shows that "Llwynteg" was in use on Ordnance Survey Maps in 1813 and 1833.</p> <p>Fairwood is thought to be a corruption of Ferwallt, the second element of Llandeilo Ferwallt, which is the Welsh name for Bishopston. Merguallt may have been a person connected with the religious settlement in Bishopston Valley before the Norman conquest.</p> <p>Bishopston in Welsh is Llandeilo Ferwallt. Historically, Fairwood used to be part of the Bishopston Electoral Ward until it was established as an area in its own right.</p> <p>The Authority did consider "Berwallt" as a possible name, the unmutated version of "Ferwallt". Berwallt is thought to be a compound of Berw (water-cress) and Gallt (a wooded glade).</p> <p>The Authority favours the use of Llwynteg" based on the OS Map use in 1813 and 1833.</p>			

Current	Mayals	Welsh Proposed	Moelfryn
<p>Mayals is an old name which appears in 12th Century documents as Moyl or Moys, according to Richard Morgan, <i>Place-Names of Glamorgan</i>, who suggests the name comes from Old English <i>mæþe hyll</i>, which means the hill where mayweed grows. However, moel does mean a bare hill in Welsh, which Mayals actually is.</p> <p>Whilst there is no evidence that Mayals has ever had a Welsh form, it is proposed that Moelfryn" be adopted.</p>			

Current	St Thomas	Welsh Proposed	San Tomos
<p>St Thomas was named after a medieval chapel-of-ease dedicated to St Thomas which stood down by the seashore where the docks are today, but was in ruins by the 1600s. It does appear in as Capella Sancti Thomas in Latin medieval documents.</p> <p>The Authority suggests "San Tomos" as the Welsh Electoral Ward name.</p>			

Current	Townhill	Welsh Proposed	Pen y Graig
Evidence shows that “Penygraig” was in use on Ordnance Survey Maps in 1879.			
<p>Townhill was a common on which the burgesses (residents of the town) had the right to pasture their animals, so it was called the Town Hill. The name Penygraig appears to have had very occasionally used around the Second World War. Pen y Graig is the name of one of the farms up on the hill and has given its name to Penygraig Road.</p>			
The Authority suggests “Pen y Graig” as the Welsh Electoral Ward name.			

Current	Uplands	Welsh Proposed	Tir Uchel
<p>Uplands was named after Uplands House, which stood on the edge of Cwmdonkin Park and ended up as a school called Clevedon College before being demolished.</p>			
The Authority suggests “Tir Uchel” as the Welsh Electoral Ward name.			

Current	West Cross	Welsh Proposed	“Y Groesffordd”
<p>West Cross (the suburb) is named after West Cross House, a mansion that used to stand on the site of Ysgol Llwynderw. There are no indications in our archives of it ever having had a Welsh equivalent in use. The ‘cross’ in the name refers to the junction of the three roads which today are West Cross Lane and West Cross Avenue. When it was built there was no housing there, just fields. There are references to it going back to the early 18th Century.</p>			
The Authority suggests that the form 'crwys' which is very much a cross in the religious sense, should not be used and therefore suggests Y Groesffordd”.			

Electoral Ward Name Proposals

Table 1 – Current Electoral Ward Names (x 36) & Swansea Council's Electoral Ward Name Proposals

Current	Swansea Council	
	English Proposed	Welsh Proposed
Bishopston	Bishopston	Llandeilo Ferwallt
Bonymaen	Bôn-y-maen	Bôn-y-maen
Castle	Castle	Y Castell
Clydach	Clydach	Clydach
Cockett	Cockett	Y Cocyd
Cwmbwrla	Cwmbwrla	Cwmbwrla
Dunvant	Dunvant	Dyfnant
Fairwood	Fairwood	Llwynteg
Gorseinon	Gorseinon	Gorseinon
Gower	Gower	Gŵyr
Gowerton	Gowerton	Tregŵyr
Killay North	Killay North	Gogledd Cilâ
Killay South	Killay South	De Cilâ
Kingsbridge	Kingsbridge	Pontybrenin
Landore	Landore	Glandŵr
Llangyfelach	Llangyfelach	Llangyfelach
Llansamlet	Llansamlet	Llansamlet
Lower Loughor	Lower Loughor	Casllwchwr Isaf
Mawr	Mawr	Mawr
Mayals	Mayals	Moelfryn
Morrison	Morrison	Treforys
Mynyddbach	Mynydd-bach	Mynydd-bach
Newton	Newton	N/A
Oystermouth	Oystermouth	Ymstumllwynarth
Penclawdd	Pen-clawdd	Pen-clawdd
Penderry	Penderry	Penderi
Penllergaer	Penllergaer	Penlle'r-gaer
Pennard	Pennard	Pennard
Penyrheol	Penyrheol	Penyrheol
Pontardulais	Pontarddulais	Pontarddulais
Sketty	Sketty	Sgeti
St Thomas	St Thomas	San Tomos
Townhill	Townhill	Pen y Graig
Uplands	Uplands	Tir Uchel
Upper Loughor	Upper Loughor	Casllwchwr Uchaf
West Cross	West Cross	Y Groesffordd

Table 2 – Proposals by the Local Democracy and Boundary Commission for Wales (LD&BCW) for Electoral Ward Name Changes

LD & BCW		Swansea Council's Proposal
English Proposed	Welsh Proposed	
Birchgrove	Gellifedw	<ul style="list-style-type: none"> ➤ Support name suggestions. ➤ Reject proposal to merge the two Electoral Wards. ➤ Swansea Council proposal outlined in report.
Clydach and Mawr	Clydach a Mawr	<ul style="list-style-type: none"> ➤ Support name suggestions. ➤ Reject proposal to merge the two Electoral Wards. ➤ Swansea Council proposal outlined in report.
Dunvant and South Killay	Dyfnant a De Cilâ	<ul style="list-style-type: none"> ➤ Reject name suggestions as “Dyfnant” is the accepted Welsh Place Name for “Dunvant”. ➤ Reject proposal to merge the two Electoral Wards. ➤ Swansea Council proposal outlined in report.
Gorseinon and Penyrheol	Gorseinon a Phenyrrheol	<ul style="list-style-type: none"> ➤ Support name suggestions. ➤ Support proposal to merge the two Electoral Wards.
Mumbles South	De Mwmbwls	<ul style="list-style-type: none"> ➤ Reject name suggestions. ➤ Propose “Oystermouth” and “Ystumllwynarth” as Electoral Ward names. ➤ Support proposal to merge the two Electoral Wards.
Pontlliw and Tircoed	Pontlliw a Thir-coed	<ul style="list-style-type: none"> ➤ Support name suggestions. ➤ Support proposal to create this new Electoral Ward.

Table 3 – Proposals by Swansea Council to Split Mawr into its Three Distinct Communities & to Place Each Community into the Appropriate Electoral Ward

Swansea Council		Swansea Council's Proposal
English Proposed	Welsh Proposed	
Clydach and Craig Cefn Parc	Clydach a Craig Cefn Parc	Merge Clydach with the Craig Cefn Pac Community element of the Mawr Electoral Ward.
Llangyfelach and Felindre	Llangyfelach a Felindre	➤ Merge Llangyfelach with the Felindre Community element of the Mawr Electoral Ward.
Pontarddulais and Garn-swllt	Pontarddualis a Garn-swllt	➤ Merge Pontarddulais with the Garn-swllt Community element of the Mawr Electoral Ward.

Community Ward Name Proposals

Current	Swansea Council	
	English Proposed	Welsh Proposed
Bishopston Electoral Ward		
Bishopston, Bishopston Ward	Bishopston	Llandeilo Ferwallt
Bishopston, Murton Ward	Murton	Ask LD&BCfW

Clydach Electoral Ward		
Clydach, Clydach Ward	Clydach	Clydach
Clydach, Glais Ward	Glais	Y Glais
Clydach, Graigfelen Ward	Graigfelen	Graigfelen
Clydach, Vardre Ward	Vardre	Faerdre

Fairwood Electoral Ward		
Three Crosses	Three Crosses	Y Crwys
Upper Killay	Upper Killay	Cilâ Uchaf

Gorseinon Electoral Ward		
Gorseinon, Gorseinon Central Ward	Gorseinon Central	Canol Gorseinon
Gorseinon, Gorseinon East Ward	Gorseinon East	Dwyrain Gorseinon

Gower Electoral Ward		
Ilston, Ilston Ward	Ilston	<i>Llanilltud Gŵyr</i>
Ilston, Nicholaston Ward	Nicholaston	Ask LD&BCfW
Ilston, Penmaen Ward	Penmaen	Penmaen
Llangennith, Llanmadoc and Cheriton, Cheriton Ward	Cheriton	Ask LD&BCfW
Llangennith, Llanmadoc and Cheriton, Llangennith Ward	Llangennith	<i>Llangynydd</i>
Llangennith, Llanmadoc and Cheriton, Llanmadoc Ward	Llanmadog	Llanmadog
Llanrhidian Lower	Llanrhidian Lower	Llanrhidian Isaf
Penrice, Horton Ward	Horton	Ask LD&BCfW
Penrice, Oxwich Ward	Oxwich	Ask LD&BCfW
Penrice, Penrice Ward	Penrice	Pen-rhys
Port Eynon, Knelston Ward	Knelston	<i>Llan-y-tair-mair</i>
Port Eynon, Llanddewi Ward	Llanddewi	Llanddewi
Port Eynon, Port Eynon Ward	Port Eynon	Porth Einon
Reynoldston	Reynoldston	Ask LD&BCfW
Rhossili	Rhosili	Rhosili

Current	Swansea Council	
	English Proposed	Welsh Proposed
Gowerton Electoral Ward		
Gowerton, Gowerton East Ward	Gowerton East	Dwyrain Tregŵyr
Gowerton, Gowerton West Ward	Gowerton West	Gorllewin Tregŵyr
Killay North Electoral Ward		
Killay, North Ward	Killay North	Gogledd Cilâ
Killay South Electoral Ward		
Killay, South Ward	Killay South	De Cilâ
Kingsbridge Electoral Ward		
Llwchwr, Garden Village Ward	Garden Village	Pentre'r Ardd
Llwchwr, Kingsbridge Ward	Kingsbridge	Pontybrenin
Llangyfelach Electoral Ward		
Llangyfelach	Llangyfelach	Llangyfelach
Pontlliw and Tircoed	Pontlliw and Tircoed	Pontlliw a Thircoed
Lower Loughor Ward		
Lower Loughor	Lower Loughor	Casllwchwr Isaf
Mawr Electoral Ward		
Mawr, Craigcefnparc Ward	Craigcefnparc	Craigcefnparc
Mawr, Felindre Ward	Felindre	Felindre
Mawr, Garnswllt Ward	Garn-swllt	Garn-swllt
Mayals Electoral Ward		
Mumbles, Mayals Ward	Mayals	Moelfryn
Newton Electoral Ward		
Mumbles, Newton Ward	Newton	Ask LD&BCfW
Oystermouth Electoral Ward		
Mumbles, Oystermouth Ward	Oystermouth	Ystumllwynarth
Penclawdd Electoral Ward		
Penclawdd, Llanrhidian Higher, Llanmorlais Ward	Llanmorlais	Llanmorlais
Penclawdd, Llanrhidian Higher, Penclawdd Ward	Pen-clawdd	Pen-clawdd

Current	Swansea Council	
	English Proposed	Welsh Proposed
Penllergaer Electoral Ward		
Penllergaer, East Ward	Penllergaer East	Dwyrain Penlle'r-gaer
Penllergaer, West Ward	Penllergaer West	Gorllewin Penlle'r-gaer

Pennard Electoral Ward		
Pennard, Kittle Ward	Kittle	Ask LD&BCfW
Pennard, Southgate Ward	Southgate	Ask LD&BCfW

Penyrheol Electoral Ward		
Gorseinon, Gorseinon West Ward	Gorseinon West	Gorllewin Gorseinon
Gorseinon, Penyrheol Ward	Penyrheol	Penyrheol
Gorseinon, Grovesend and Waungron Ward	Grovesend and Waungron	Pengelli a Waungron

Pontardulais Electoral Ward		
Pontardulais, Dulais East Ward	Dulais East	Dwyrain Dulais
Pontardulais, Dulais West Ward	Dulais West	Gorllewin Dulais
Pontardulais, Goppa Ward	Goppa	Goppa
Pontardulais, Pentrebach Ward	Pentrebach	Pentrebach
Pontardulais, Tal-y-Bont Ward	Tal-y-Bont	Tal-y-Bont

Upper Loughor Electoral Ward		
Llwchwr, Upper Loughor Ward	Upper Loughor	Llwchwr Uchaf

West Cross Electoral Ward		
Mumbles, West Cross Ward	West Cross	Y Groesffordd

Notes on the Derivation of the Names in the Community Ward List

Much of the information comes from Richard Morgan, *Place-Names of Glamorgan* (Cardiff, 2018).

Murton comes from Moor-town. It is one of the two ancient settlements in the manor of Bishopston and takes its name from its position on Murton Green and the edge of Clyne Common. The name goes back to the 1200s.

Nicholaston is the name of a village and ancient parish. The church is dedicated to St Nicholas, and the name effectively means Nicholas-town. The name goes back at least to 1306 as Nicholastoune.

Cheriton is also the name of a village and an ancient parish. It is attested back to 1387 and it is believed to come from Old English *cirice-tun*, Church-town. Landimore is the name of the manor that includes Cheriton, as well as being the name of a hamlet, so perhaps that might work as a Welsh form.

Newton means new-town, and it is mentioned as far back as the 17th Century.

Kittle is thought to derive from Old English *cyta-hyll*, Kite-hill, and there are references to it back to the 1300s. Presumably there were a lot of kites up there back in the day. The Fee of Kittle is the name of a subdivision of the Manor of Pennard; there is also Great Kittle Farm.

Southgate is thought to come from South-cot (south cottages). Pennard Castle and the ruins of the original Pennard Church are a little to the north and west of Southgate, but were abandoned due to besanding, so these are the cottages to the south of the castle; alternatively they could be the cottages in the south of the parish.

Horton is a village and ancient subdivision of the manor of Penrice. The name is supposed to come from Old English *horu-tun*, meaning muddy settlement or farm.

Oxwich is an ancient parish, manor and village and its name can be found as far back as the 1100s. It comes from Old English *oxa wic*, which means Ox farm.

Reynoldston is an ancient parish, manor and village and the name is attested back to the 14th century. It is thought to come from Old English *Regenweardes-tun*, where Regenweard is a person and tun means settlement or village.

Example of the name “Dyfnant” being used within the Local Community

Photo: Courtesy of the Head Teacher of Dunvant Primary School outlining the Well-being Boards on display in all classrooms.



Agenda Item 12.



Report of the Returning Officer

Council - 26 September 2019

Appointment of 'Standing' Deputy Returning Officer and Deputy Electoral Registration Officer

Purpose:	To appoint the Head of Democratic Services (Huw Evans) as the 'Standing' Deputy Returning Officer (DRO) in line with good practice and to also appoint him as the Deputy Electoral Registration Officer (DERO).
Policy Framework:	None.
Consultation:	Access to Services, Finance, Legal.
Recommendation(s):	It is recommended that: 1) The Head of Democratic Services (Huw Evans) be appointed as the 'Standing' Deputy Returning Officer to exercise all Returning Officer functions currently exercisable by the Chief Executive; 2) The Head of Democratic Services (Huw Evans) be appointed as the Deputy Electoral Registration Officer to exercise all functions currently exercisable by the Chief Executive; 3) Any consequential changes to the Council Constitution be carried out.
Report Author:	Phil Roberts
Finance Officer:	Ben Smith
Legal Officer:	Tracey Meredith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 The Returning Officer is the person who has the overall responsibility for the conduct of elections and referenda in Swansea. This role is exercised by the Chief Executive.
- 1.2 The Representation of the People Act 1983 Section 35 requires the Council to appoint an Officer of the Council to be the Returning Officer in Local Elections.

- 1.3 The Returning Officer is an Officer of the Council but the role of the Returning Officer is a personal responsibility, independent and separate from their duties as an employee of the Council. The Returning Officer may appoint one or more persons to discharge all or any of his / her functions.
- 1.4 The Electoral Registration Officer (ERO) is the person with statutory responsibility for the creation and maintenance of the register of electors and the absent voters list. This person takes responsibility for publishing a revised electoral register and issuing monthly alterations notices. This role is exercised by the Chief Executive.
- 1.5 The Electoral Registration Officer is an Officer of the Council but the role of the Electoral Registration Officer is a personal responsibility, independent and separate from their duties as an employee of the Council.
- 1.6 These two roles of Returning Officer and Electoral Registration Officer are typically combined and performed by a single person. The Returning Officer (RO), Electoral Registration Officer (ERO) and Deputy Electoral Registration Officer (DERO) are appointed by Council.
- 1.7 At an election, the Returning Officer may appoint election specific deputies.

2. 'Standing' Deputy Returning Officer (DRO)

- 2.1 The Wales Electoral Co-ordination Board (WECB) recommends that Returning Officers appoint a 'Standing' Deputy Returning Officer as good practice.
- 2.2 This is a voluntary action, and not a requirement, but one which they recommend as good practice and safe contingency planning. This recommendation is included in the contingency and risk planning self-assessment tool the Board published in 2018.
- 2.3 The WECB recommend that the 'Standing' Deputy Returning Officer should be separate from the Authorities Electoral Services Team Leader and they suggest a Head of Democratic Services.
- 2.4 The Head of Democratic Services (Huw Evans) is a trained and experienced Senior Officer with 30 years of Electoral Services experience. It is therefore proposed that he be appointed as the 'Standing' Deputy Returning Officer.
- 2.5 Further central training and development opportunities will be available for the Deputy.
- 2.6 The 'Standing' Deputy Returning Officer shall exercise all Returning Officer functions currently exercisable by the Chief Executive.

3. Appointment of Deputy Electoral Registration Officer

- 3.1 It is also proposed that the Head of Democratic Services (Huw Evans) be appointed as the Deputy Electoral Registration Officer.

4. Equality and Engagement Implications

- 4.1 There are no equality and engagement implications associated with the report.

5. Financial Implications

- 5.1 There are no financial implications associated with this report.

6. Legal Implications

- 6.1 The Representation of the People Act 1983 Section 35 requires the Council to appoint an Officer of the Council to be the Returning Officer in Local Elections.
- 6.2 It is a requirement of Section 8 of Representation of the People Act 1983 that the Council appoints an Electoral Registration Officer. By virtue of Section 28 (1) of the Act only the ERO may act as Acting Returning Officer in Parliamentary Elections.
- 6.3 Any failure to do so could lead to the Council being challenged for failing to meet its statutory duties. Responsibility for appointing a Deputy Returning Officer rests with the Returning Officer. However Section 52(2) of the Act provides that any Deputy ERO must also be approved by the Council.

Background Papers: None

Appendices:

Appendix A Duties of the Returning Officer and Electoral Registration Officer

Duties of the Returning Officer and Electoral Registration Officer

Duties of the Returning Officer

It is the Returning Officer's general duty at elections to do all such acts and things as may be necessary for effectively conducting the election for example:

- a) The nomination process for Candidates and Political Parties;
- b) Appointment of Returning Officer and Electoral Registration Officer;
- c) Provision, administration, security and notification of Polling Stations;
- d) Appointment of staff such as Presiding Officers, Poll Clerks and Count Staff;
- e) Preparation and issue of all ballot papers; issue, receipt and counting of postal ballot papers;
- f) Organising and delivering the count and declaration of results;
- g) Receipt of all Candidates' election expenses returns;
- h) Presentation of final account and claiming appropriate funding from central government as prescribed;
- i) Retention of election documents.

Duties of the Electoral Registration Officer

The Electoral Registration Officer is the person with statutory responsibility for the creation, maintenance, security and distribution of the Register of Electors and the Absent Voters list. The Register of Electors is based on an annual canvass and monthly rolling registration of all properties where electors reside. The Electoral Registration Officer maintains Registers of those entitled to vote at various types of elections.

The Electoral Registration Officer takes responsibility for publishing a revised Electoral Register and issuing monthly alterations notices.

At an election the Electoral Registration Officer has a statutory obligation to provide Registers and Absent Voters lists for each Polling Station as well as to Candidates at the election and to the Returning Officer.

Agenda Item 13.



Report of the Leader

Council - 26 September 2019

Swansea Bay City Region - Amendments to Joint Committee Agreement

Purpose:	To approve the amendments to the Swansea Bay City Region Joint Committee Agreement
Policy Framework:	Swansea Bay City Region Joint Committee Agreement July 2018
Consultation:	Access to Services, Finance, Legal.
Recommendation(s):	It is recommended that Council: 1) Endorses the amendments to the Swansea Bay City Region Joint Committee Agreement as attached at Appendix B 2) Endorses the Chief Legal Officer/Monitoring Officer to enter into a deed of variation to effect the changes to the Joint Committee Agreement and grant delegated authority to the Chief Executive in consultation with the Leader to make any minor amendments to the Agreement as are required and agreed between the partner Authorities.
Report Author:	Tracey Meredith
Finance Officer:	Ben Smith
Legal Officer:	Tracey Meredith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 The Agreement for the Establishment of a Joint Committee for the Swansea Bay City Region together with governance arrangements was endorsed by all four regional Councils in July 2018.

2. Swansea Bay City Deal Reviews

- 2.1 In December 2018 the UK and Welsh Governments announced that an independent review would be carried out into the Swansea Bay City Deal. The Review by Actica Consulting Ltd dated 26 February 2019 made recommendations to improve the deliverability of the outcomes of the Deal and those recommendations were considered by the Joint Committee on 28 March 2019.
- 2.2 On 14 December 2018 the Joint Committee commissioned an internal review into the governance arrangements with Pembrokeshire County Council leading on the review with support from senior auditors. Terms of Reference for the review were agreed and the review report from the Internal Review team was considered by the Joint Committee on 28 March 2019.
- 2.3 Having considered both reviews the Joint Committee at their meeting on 28 March 2019 resolved that all recommendations be accepted and implemented. As a consequence amendments were needed to be made to the Joint Committee Agreement to reflect governance changes.

3. Proposed Changes to Governance Arrangements

- 3.1 With a view to assisting the Council attached at Appendix 1 is a Schedule setting out the recommendations of both reviews and the associated amendments to the Joint Committee Agreement. The amendments were reported to and approved by the Joint Committee on 30 July 2019. An amended and tracked change Joint Committee Agreement is attached at Appendix 2.
- 3.2 The main change is at Clause 6 which amends the Agreement to reflect the proposed appointment of an independent Programme Director and to replace the Regional Office with a Portfolio Management Office. The Programme Director is to report to and be directly accountable to the Joint Committee. The Job Description for the Programme Director is included within Schedule 14 and the role of the Portfolio Management Office will be included upon the appointment of the Programme Director.
- 3.3 Clause 6.2 sets out the redistributed roles and functions which will act as a check and balance for the Swansea Bay City Deal governance arrangements. Council will note that Swansea Council have taken over the Monitoring Officer and Democratic Functions with Scrutiny remaining with Neath Port Talbot Council, Audit with Pembrokeshire Council and Carmarthenshire Council having the Accountable Body and s 151 officer functions.
- 3.4 Additional duties of the Accountable Body have been inserted at Clause 7. Clause 7.1(g) adds to the duties of the Accountable Body by including a duty to report to the Joint Committee on a quarterly basis detailing the

amount of grant monies and council contributions received, how allocated and distributed and details of any internal charges. Clause 7.1(l) provides that the Accountable Body costs must be reported to the Joint Committee before the commencement of each financial year for agreement.

- 3.5 Clause 9.3 is a standard indemnity clause which has been added as the Programme Director is directly accountable to the Joint Committee although will be an employee of Carmarthenshire County Council.
- 3.6 Clause 12 sets out the process for funding projects and includes a change to clause 12(g) which sets out the role of the Economic Strategy Board in the process. In line with the recommendations of the Internal Review reference is made to the new terms of reference of the Economic Strategy Board which is found at Schedule 6. In addition Clause 12.9 provides that the process for funding projects should take no longer than 6 calendar months.
- 3.7 Clause 19.4 has been amended to include reference to top slicing for clarity.
- 3.8 The Terms of Reference of the Joint Committee at Schedule 1 have been amended to include additional functions namely:
- consideration and approval of project business cases
 - agreeing internal recharges
 - consideration of Joint Scrutiny recommendations
 - oversee and manage the Programme Director
 - approving any Programme Director reports

Clause 5 – Voting has also been amended to include casting vote of vice chair in event the Chair is absent.

- 3.9 The quorate for the Joint Committee is 3 of the 4 councils.
- 3.10 Schedule 2 relating to the Programme Board has been amended to include the additional role of ensuring that the Programme Director and Portfolio Management Office undertakes a detailed analysis of the financial viability, deliverability and risk to the programme of the business cases prior to their being submitted to the Joint Committee.
- 3.11 The Internal Review focuses on the role of the Economic Strategy Board. As a result of the Review the purpose of the Economic Strategy Board has been amended at Schedule 6 to include:
- oversight of business case production
 - consideration of regional added value
 - identification of opportunities for investment
 - production of a summary report of issues considered by the Economic Strategy Board to be annexed to the submission of any business cases.

3.12 Also in line with the Review, recommendations to limit the membership to the private sector, the membership has been amended to delete the higher education/further education and life sciences/well-being representatives and Leaders of the Councils. This should enable focus to be on consideration of the commercial case and identification of investment opportunities.

3.13 The terms of reference at Schedule 12 of the Joint Scrutiny Committee do not provide for scrutiny of individual Authorities projects'. The Internal Review commented that this detracts from the Regional approach of the Swansea Bay City Deal. Therefore Clause 2.2 has been amended to provide that where there is potential to impact materially on the overall portfolio of the City Deal projects and the constituent scrutiny committee agrees then the matter may be considered by the Joint Scrutiny Committee.

4. Deed of Variation

4.1 It has been agreed by the Monitoring Officers of all 4 Constituent Councils that a Deed of Variation will need to be signed to reflect the agreed changes to the Joint Committee Agreement.

5. Equality and Engagement Implications

5.1 The Council is subject to the Public Sector Equality Duty (Wales) and must in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act
- Advance equality of opportunity between people who share a protected characteristic and those who do not
- Foster good relations between people who share a protected characteristic and those who do not

5.2 The Equality Impact Assessment process ensures that we have paid due regard to the above. An EIA screening form was completed with an outcome indicating that a full EIA is not required due to the fact that the recommendation relates to amendments to a legal agreement.

6. Financial Implications

6.1 The budget for the administrative support function is a mix of partnership contributions and top slicing from Government grant.

7. Legal Implications

7.1 The amendments to the Joint Committee Agreement will be agreed by each of the 4 constituent Councils. Thereafter a Deed of Variation will be entered into reflecting the changes to the governance arrangements and the Joint Committee Agreement as attached.

Background Papers:

Actica Consulting Review dated 26 February 2019

Internal Review dated March 2019

Appendices:

Appendix 1 Internal Review Team Recommendations

Appendix 2 Track Changed Joint Committee Agreement

Internal Review Team Recommendations

	Internal Audit Recommendations	Amendment to Joint Committee Agreement
1	Redistribution of roles and functions to ensure an equitable balance across the SBCD Partnership, each acting as a check and balance for the other	<p>This balance of functions and responsibilities recommendation is incorporated into the new JCA</p> <p>Para 6.2 – sets out roles/functions of key posts and where they are held. Key to redistributing responsibility the JCA sets out that: MO + Dem Services – Swansea Accountable Body + S 151 - Carmarthenshire Joint Scrutiny – Neath Port Talbot Audit – Pembrokeshire</p> <p>Para 7 – bolsters the responsibilities of the AB by the insertion of:</p> <ul style="list-style-type: none"> • Para 7.1 (g) which provides that the AB will report quarterly on amount of grant monies received, how those monies have been allocated to specific projects and details of any internal recharges made; and • Para 7.1(k) which provides that the AB will cooperate with any reasonable request from a council hosting a specific function ie scrutiny.
2	Appointment of an independent Programme Director, securing the independence of the Lead Officer responsible for the Regional Office with a direct reporting line to the Joint Committee. Reconsideration of the funding arrangement for the RO could enable the associated costs to be contained within existing commitments	<p>The JC has agreed to create an independent role of Programme Director with a direct report to the JC The Interpretation section of the JCA sets out the role</p> <p>Para 6.7 provides for the AB employing a Programme Director (following an appointment process by a Joint Appointment Committee)</p> <p>Para 9.1 reflects the Programme Director reporting to and being directly accountable to the JC and having responsibility for the day to day management of the SBCD</p> <p>Para 9.3 is an indemnity clause addition to the JCA reflecting the direct report/accountability to the JC whilst being employed by CCC.</p>
3	Contingency plans if Government funding is withdrawn at a later date	This is not reflected in any amendment to the JCA. This is a responsibility of the JC and Programme Director/Portfolio Management Office (PMO) who should consider and document the contingency plans in place.
4	The Local approach to delivery of SBCD needs to take account of the	See para 6.2 redistribution of responsibilities across the authorities

	interdependencies across the Programme	
5	Implementation plan revised so that delivery is prioritised and approved by the Joint Committee.	<p>Para 12 of the JCA sets out the process for funding projects. The audit report reflects that the process is not being followed.</p> <p>The JCA has been amended at Para 12 to allow both the Programme Director and the PMO responsibility for compliance.</p> <p>Para 12.3 provides that if the Programme Director is not satisfied with the quality of the business case it can be returned to the Project Authority Lead</p> <p>Para 12.9 sets out that the approval process should take no longer than 6 months.</p>
6	<p>Consideration of:</p> <ul style="list-style-type: none"> • Agreed risk appetite of the Partnership and risk management methodology; • Establishing the ethical values and framework; • Counter fraud, corruption & bribery procedures; • Due diligence and anti-money laundering arrangements; • 4Programme/project management methodology; and • Overarching record of declarations of interest and offers of gifts and hospitality by all Officers and Members. (refer to 3.1, 3.6 and 3.11) 	This is an operational matter for the PMO and is reflected in para 9 of the JCA and will be added to Schedule 15 and will be included in the Programme Directors responsibilities.
7	Approach to UK & WG to reconsider the process to eliminate disproportionate effort by all parties and to ensure that focus is on the deliverability of outcomes and not only on the standard of written documents.	This sits outside the JCA but will be a focus for the Programme Director and PMO.
8	Programme Board, Economic Strategy Board (ESB) and Joint Committee should receive written assurance (in a format to be agreed) that each business case submitted for approval has	This is not reflected in the JCA but will be a focus for the Programme Director and PMO.

	been subject to the required checks and process as defined within the JCA, including approval by the Lead Local Authority.	
9	Regional Office, in its capacity as the SBCD Delivery Team should undertake detailed checks prior to entering into the iterative process or submitting to Programme Board and ESB, to ensure compliance with standard operating principles/values and provide an overview of the outcome of these checks, in order to provide independent assurance to the Programme Board and Joint Committee.	The RO is now the PMO. See changes to para 12 as set out above. See also changes to Schedule 2 Programme Board para 2.1 (e) which supplements the responsibility of Programme Board to ensuring that the Programme Director and PMO have undertaken a detailed analysis of the viability of business cases prior to submission to JC.
10	Programme Board needs to undertake detailed analysis of the financial viability, deliverability and risks to the project. The Programme Board should have detailed knowledge of the business cases and the feedback from UK & Welsh Government to ensure that business cases are of the standard and quality to be submitted for approval to Joint Committee. Current membership includes the Chief Executives of the four Local Authorities: this may be too onerous a commitment for the Chief Executives. Consideration should be given to the most suitable level of Management to commit to Programme Board (possibly Director or appropriate Head of Service), consideration should be given to including a Section 151 Officer to provide financial scrutiny and challenge and appearance of lead project officers to present the case.	<p>Para 10.1 already provides for attendance by Chief Executive or their representatives.</p> <p>Schedule 2 Para 2.1 (e) places responsibility on the Programme Board to ensure that the Programme Director and PMO have undertaken a detailed analysis of the business cases prior to submission to the JC.</p> <p>There is an addition to the JCA at Schedule 2 Para 5.2 which provides that the s 151 officer, the MO and Project Director may attend the Programme Board for the purposes of provision of advice in relation to their role above.</p>

1 1	<p>The ESB membership needs to be streamlined to enable a well functioning commercially minded appraisal function that is focused on identifying further opportunities for the Region and attracting inward investment. Current membership includes the Leaders of the four Local Authorities, which seems impractical given the ESB report to the Joint Committee. Consideration should be given to limiting membership of the ESB to the Private Sector, supported by Life Science & Wellbeing and Further/Higher Education representatives, and the Regional Office Lead. There is an opportunity for the ESB to provide UK & WG with the confidence that is currently lacking around the commercial case; consideration could be given to including a summary report from the ESB with the Full Business Case submission.</p>	<p>The purpose of the ESB has been amended at Schedule 6 para 1.1 of the JCA to include oversight of business case production, consideration of regional added value and investment opportunities. The JCA also includes a covering brief of issues considered by the ESB to be attached to the Business case.</p> <p>Para 3 – membership has been amended to remove the Leaders as the audit review felt that this did not add value.</p> <p>Para 3 has also removed the higher education/life science/well-being reps to allow the ESB to focus on provision of private sector insight and advice.</p>
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Actica Recommendations

	Actica Recommendations	Commentary
1	<p>Pre-Scrutiny should be encouraged but direct and regular face to face contact between those writing the Business' Cases and those providing comment upon them and advising those who will grant approval is essential</p>	<p>This recommendation does not relate to any Joint scrutiny function. It relates to the lack of good practice around incomplete business case approval and the need for an authoritative tier of assurance and support by a Portfolio Management Office. Save that the Portfolio Management Office is reflected in the JCA and the role and function will form schedule 15 to be drafted by the PD.</p>
2	<p>Regional Office should be designated as a Portfolio Management Office, leavening their skills with experience specialists</p>	<p>The creation of the Portfolio Management Office is reflected in Para 9 of the JCA. The composition of the PMO is a matter for the PD and JC.</p>
3	<p>City Team should put in place a best practice Integrated Assurance and Approval Plan for the Portfolio.</p>	<p>This falls outside the remit of the JCA.</p>

4	Each SBCD board should consider the terms of reference and ways of working to ensure they are working as intended.	The JCA reflects amendments to the terms of reference for JC, PB and ESB.
5	Portfolio director should be appointed before May 2019 to ensure continuity of the SBCD	This is being progressed by the creation of a Joint Appointment Committee with a view to all Leaders being involved in the appointment process.
6	SBCD should be managed as a Portfolio not as a set of predetermined and immutable projects	The JCA reflects the creation of the Portfolio Management Office.
7	Yr Egin and Swansea Waterfront – reach a swift conclusion to ensure that funding flow is met	This falls outside of the JCA

DATED

2018

(1) CARMARTHENSHIRE COUNTY COUNCIL

and

(2) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

(3) PEMBROKESHIRE COUNTY COUNCIL

(4) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA

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

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THIS AGREEMENT IS MADE ON

2018

BETWEEN:

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

(together referred to as “the Councils”)

WHEREAS:

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

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

IT IS AGREED AS FOLLOWS:

1. Interpretation

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

“Accountable Body” the Council appointed under clause 6.1 of this Agreement who shall be responsible for receiving and distributing funds for and on behalf of the Councils in relation to the Swansea Bay City Deal and whose duties are set out in clause 7;

“Accountable Body Costs” the operational and management costs incurred by the Accountable Body in carrying out its role of Accountable Body;

“Accounting Period” those periods set out in 0 as may be amended from time to time in accordance with the terms of this Agreement;

“this Agreement” this agreement entered into by Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea ;

“Allocated Sum” the funding allocated to a project in the Swansea Bay City Deal as recorded in its Project Business Case and in Schedule 7 to this Agreement subject to approval of the Project Business Case

“Annual Costs Budget” the approved annual costs budget held by the Portfolio Management Office for and on behalf of the Councils in relation to the payment of any Accountable Body Costs, Economic Strategy Board Costs, Joint Committee Costs (including Joint Scrutiny Committee Costs, Programme Board Costs and Portfolio Management Office Costs) in accordance with this Agreement;

“Applicable Law” means all applicable laws, statutes, regulations, regulatory requirements, guidance and codes of practice in any relevant jurisdiction as amended,

	updated or replaced from time to time, including the Data Protection Laws;
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
“Commencement Date”	the date of this Agreement;
“Conditions Longstop Date”	the date agreed by the Joint Committee by when the Funding Conditions must be agreed by the Councils;
“Confidential Information”	all know-how and other information relating to the business, affairs or methods of all or any Council and any other participant in the Swansea Bay City Deal and any applicant for funding from the Swansea Bay City Deal, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
“Co-opted Body”	a body from which a representative is co-opted as a non-voting member of the Joint Committee in accordance with Schedule 1;
“Co-opted Member Protocol”	the protocol agreed by the Councils specifying the standard of conduct required of co-opted members of the Joint Committee;
“Council Contribution”	the funding provided by each Council to the Annual Budget Costs as set out in clause 19;
“Councils”	Carmarthenshire County Council, Neath Port Talbot County Borough Council, Pembrokeshire County Council and the Council of the City and County of Swansea and “Council” shall be construed accordingly;
“Councils’ Obligations”	the obligations set out in clause 3;
“DPA”	the Data Protection Act 2018 ;
“DP Regulator”	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
“Data”	any data, document, code, information, Personal Data in connection with this Agreement;
“Data Incident”	the reasonable suspicion of, discovery by, or notice to a party that (a) Data has been or is likely to be accessed or obtained by an unauthorised person; or (b) a party’s systems have been or are likely to be compromised or

vulnerable; or a person has threatened the unauthorised access to or obtaining of any Data;

“Data Protection Laws”

any applicable laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of Personal Data relating to natural persons, including: (a) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/139/EC) and any legislation implementing or made pursuant to such directives, including the Data Protection Act 2018 (the "DPA") and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) from 25 May 2018 EU Regulation 2016/679 ("GDPR"); (c) [the DPA](#) (d) the Regulation of Investigatory Powers Act 2000 and the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000;

“Data Subject”

shall have the meanings set out in the DPA;

“Delivery Lead”

the organisation responsible for the preparation and submission of the Project Business Case for and delivery of each project as set out in the Implementation Plan;

“Economic Strategy Board”

the board established in accordance with clause 17 and Schedule 6;

“Economic Strategy Board Costs”

the operational and management costs of the Economic Strategy Board;

“FOI Legislation”

the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004

“Funding Conditions”

any conditions imposed by the UK Government or the Welsh Government for the release of the Government Funding to be signed by the Accountable Body;

“Government Funding”

funding of £241 million to be made available to the Swansea Bay City Deal from the UK Government and the Welsh Government consisting of £115.6 million from the UK Government and £125.4 million from the Welsh Government;

“Government Review”

an examination carried out by the UK Government and Welsh Government jointly once a year of projects in the Swansea Bay City Deal in order to assess the progress and likelihood of the Councils' successful delivery of the Swansea Bay City Deal such reviews to take place no more than once in each calendar year during the currency of this Agreement;

“IP Material”

the Intellectual Property in the Material;

“Implementation Plan”	the implementation plan agreed by the Joint Committee setting out the activities that shall support the delivery of the Swansea Bay City Deal;
“Intellectual Property”	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
“Internal Costs”	the costs associated with each Council providing internal Council resources in relation to the Swansea Bay City Deal which includes but is not limited to: staffing costs and associated overheads; project management; technical and administrative support; communications; costs incurred in respect of managing Requests for Information;
<u>“Joint Appointment Committee”</u>	<u>a joint appointment committee established by the Councils and comprising the leaders of each Council and non executive members as agreed with the purpose of undertaking a selection process for the Programme Director and any other post as specified by the Joint Committee;</u>
“Joint Committee”	a committee of elected members from the Councils which shall be responsible for ensuring and overseeing the delivery of the functions set out in Schedule 1 (Terms of Reference of the Joint Committee) with a view to securing their more efficient, economical and effective discharge;
“Joint Committee Costs”	the operational and management costs of the Joint Committee;
“Joint Committee Meeting”	a meeting of the Joint Committee;
“Joint Committee Withdrawal Notice”	a notice issued by one of the Councils in accordance with clause 22 to give notice of its withdrawal from the Swansea Bay City Deal and this Agreement;
“Joint Scrutiny Committee Costs”	the operational and management costs of the Joint Scrutiny Committee
“Local Authority”	a principal council as defined in section 270 of the Local Government Act 1972 or any body established as a successor of a principal council;

“Material”	all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data, text supplied is not to be covered by this definition;
“Personal Data”	shall have the meanings set out in the DPA and shall also include “Personal Information” classified as “personal information” or “personally identifiable information” or similar term under the Applicable Law governing a person’s processing of personal information about an individual;
“Powers”	<p>the powers of Welsh local authorities under:</p> <p>(i) 101, 102, 111, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;</p> <p>(ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;</p> <p>(iii) the well-being power in section 2 of the Local Government Act 2000;</p> <p>(iv) the incidental powers in section 111 of the Local Government Act 1972;</p> <p>(v) the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</p> <p>(vi) all other powers them so enabling;</p>
“PR Protocol”	a protocol agreed by the Councils for the release of public statements and press releases relating to the Swansea Bay City Region
“Programme Board”	the board established in accordance with clause 16 and Schedule 2 for the purpose of implementing the Swansea Bay City Deal and the Councils’ obligations in relation to the Swansea Bay City Deal;
“Programme Board Costs”	the operational and management costs of the Programme Board;
<u>Programme Director</u>	<u>the regional post to be appointed in accordance with clause 6 and Schedule 14;</u>

“Project Authority Lead”	the Council responsible for the Government Funding element of funding for each project as set out in clause 12 and the Implementation Plan
“Project Business Case”	a document setting out details of a project proposed for inclusion in the Swansea Bay City Deal and explaining why it should be included in the Swansea Bay City Deal;
“Project Conditions”	the project funding conditions proposed by the Welsh Government or the UK Government for each project as referred to in clause 12;
“<u>Portfolio Management Office</u>”	the portfolio management office established by the Councils to manage the Swansea Bay City Deal the duties of which are set out in Schedule 15 ;
“<u>Portfolio Management Office Costs</u>”	the operational and management costs of the Portfolio Management Office ;
“<u>Portfolio Management Office Costs Budget</u>”	the budget for the Portfolio Management Office Costs ;
“Regional Project”	a project located in the area of more than one of the Councils;
“Regional Project Delivery Lead”	the organisation responsible for preparation and submission of the Project Business Case for and delivery of a Regional Project;
“Resolution”	a decision taken by or on behalf of one of the Councils in compliance with that Council’s constitution and scheme of delegation;
“Shadow Board”	a board of representatives of the Councils who took provisional decisions on matters relevant to the Swansea Bay City Deal before the establishment of the Joint Committee;
“Swansea Bay City Deal”	a programme supported by the UK Government and the Welsh Government and administered through the joint committee established in accordance with clause 4 of this Agreement to provide the Swansea Bay City Region and its partners with new ways of working and resources to unlock significant economic growth across the Swansea Bay City Region and with an opportunity to continue tackling the area’s barriers to economic growth through developing higher value sectors and higher value employment opportunities to match, increasing the number of businesses within these sectors to widen the economic base, and improving the region’s GVA level against the UK average;
“Swansea Bay City Region”	the administrative area covered by Carmarthenshire County Council, Neath Port Talbot County Borough

Council, Pembrokeshire County Council and City and County of Swansea Council for Local Authority services;

“Withdrawing Council”

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

- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.6 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “*eiusdem generis*” shall not apply.
- 1.7 Any reference to the title of an officer of any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.
- 1.8 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

2. Commencement and Duration

- 2.1 This Agreement shall commence on the Commencement Date and shall continue in force for fifteen years from the Commencement Date or until the earlier of the following dates:
 - (a) The condition subsequent set out in clause 2.2 (Condition Subsequent) is not satisfied or otherwise waived in writing by the Councils prior to the Conditions Longstop Date;
 - (b) All the Councils agree in writing to its termination; or
 - (c) There is only one remaining Council which has not withdrawn from this Agreement in accordance with clause 22 (Withdrawal from this Agreement).

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

3. The Councils' Obligations

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

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

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

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

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

and

(b) In accordance with the following principles:

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

appropriate levels within each organisation with direct and easy access to each other's representatives.

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

4. Establishment of a Joint Committee

- 4.1 In exercise of their Powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a joint committee to be known as the Swansea Bay City Region Joint Committee with effect from the Commencement Date.
- 4.2 The Councils shall use their Powers in sections 101, 102, 111, 112 and 113 of the Local Government Act 1972, sections 2, 19 and 20 of the Local Government Act 2000, section 1 of the Local Authorities (Goods and Services) Act 1970, section 25 of the Local Government (Wales) Act 1994, section 9 of the Local Government (Wales) Measure 2009 and all other enabling powers available from time to time to facilitate their effective participation in the Joint Committee and the effective delivery of the Swansea Bay City Deal.
- 4.3 The terms of reference of the Joint Committee as at the date of signature of this Agreement are set out at Schedule 1 to this Agreement.
- 4.4 The Councils may from time to time vary the terms of reference of the Joint Committee and this shall be a matter reserved to the Councils. In the event that the Councils agree to vary the terms of reference of the Joint Committee they shall notify the Portfolio Management Office and the Portfolio Management Office shall arrange for Schedule 1 to this Agreement to be amended. The reservation to the Councils does not preclude the Joint

Committee from making recommendations to vary the terms of the reference where it considers they shall promote the Councils' Obligations.

- 4.5 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Terms of Reference of the Joint Committee as set out at Schedule 1 to this Agreement.
- 4.6 The Joint Committee shall not have power to approve any matter which has been reserved to the Councils as set out in 0 to this Agreement.
- 4.7 The Joint Committee may delegate functions to sub-committees and officers.
- 4.8 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

5. Arrangements for the discharge of functions

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

6. Appointment of the Accountable Body

- 6.1 The Councils have agreed that with effect from the Commencement Date Carmarthenshire County Council shall act as the Accountable Body responsible for discharging the Councils' Obligations in relation to the Swansea Bay City Deal pursuant to and in accordance with this Agreement Carmarthenshire County Council shall act as the employer of the Portfolio Management | Office staff and Programme Director and shall have accountability for them. The Programme Director shall report to and be directly accountable to the Joint Committee.
- 6.2 The Joint Committee shall determine the appropriate functions under this Agreement in respect of the s151 officer, monitoring officer, democratic services, audit and scrutiny obligations as to whom such responsibilities shall lie with and shall notify the Welsh Government accordingly of this within 7 days of appointment. At the commencement of this Agreement responsibility for these functions are allocated as follows:-

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

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

Neath Port Talbot County Borough Council - Scrutiny function

Pembrokeshire County Council – Audit function

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

6.16.3 If the Accountable Body defaults on any of the provisions of this Agreement and the Joint Committee decides that a replacement Accountable Body should be appointed or the Accountable Body withdraws pursuant to clause 22, then the Joint Committee shall appoint another Council as the Accountable Body with the consent of that Council such appointment to take effect when the withdrawal or termination takes effect or as soon as possible after that occurs.

6.26.4 If a replacement Accountable Body is appointed pursuant to clause 6.3 any reference to Carmarthenshire County Council in its capacity as the initial Accountable Body shall be read with reference to the replacement Accountable Body.

6.36.5 The Accountable Body shall act as the Accountable Body as set out in this Agreement and shall receive the Government Funding for and on behalf of the Councils and shall hold and manage such Government Funding in accordance with the terms of this Agreement. The Accountable Body shall receive the Councils' Contributions and shall hold and manage the Councils' Contributions in accordance with the terms of this Agreement.

6.6 If the Accountable Body is replaced as Accountable Body in accordance with clause 6.3 the Accountable Body shall comply with its duties in clause 7.2.

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

7. Duties of the Accountable Body

7.1 The Accountable Body shall:

- (a) Act diligently and in good faith in all its dealings with the other Councils.
- (b) Act with reasonable skill and care and in accordance with best practice.
- (c) Act in accordance with the principles and strategic aims of this Agreement and any applicable policies agreed by the Joint Committee.

- (d) Comply with any investigation by any statutory ombudsman or tribunal relating to the Swansea Bay City Deal.
- (e) Act as the primary interface with Welsh Government, UK Government and any other funding bodies necessary to discharge the Councils' Obligations.
- ~~(f)~~ Hold and release any Government Funding in relation to the Swansea Bay City Deal and only to use and release such funds as agreed in accordance with the terms of such funding and this Agreement.
- ~~(f)~~~~(g)~~ Report to the Joint Committee on a quarterly basis detailing the amount of grant monies and Council contributions received to date, how those monies have been allocated to specific posts and projects and distributed to the relevant Councils and details of any internal recharges made to the Councils.
- ~~(g)~~~~(h)~~ Comply with the Funding Conditions.
- ~~(h)~~~~(i)~~ Undertake the accounting and auditing responsibilities set out in this Agreement.
- ~~(i)~~ Employ the Portfolio Management Office staff and Programme Director
- ~~(k)~~ Cooperate with any reasonable requests of the Councils that host the scrutiny, monitoring officer, democratic services and audit functions.
- ~~(l)~~~~(l)~~ Report to the Joint Committee on the proposed budget for the Accountable Body costs, Economic Strategy Board costs, Joint Committee costs, Joint Scrutiny costs, Programme Board costs and Portfolio Management Office costs before the commencement of each financial year for agreement.

7.2 If the Accountable Body is replaced as Accountable Body in accordance with clause 6.3 the Accountable Body shall take any action required by any or all of the other Councils to allow another of the Councils to take on the role of Accountable Body and to allow the other Councils to continue with this Agreement and the Swansea Bay City Deal. Without prejudice to the generality of the foregoing the Accountable Body shall promptly:

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

8. Duties of the Other Councils

8.1 The Councils other than the Accountable Body shall act diligently and in good faith in all their dealings with the Accountable Body and shall assist the Accountable Body to discharge the Councils' obligations in relation to

the Swansea Bay City Deal pursuant to and in accordance with this Agreement and all applicable legislation.

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

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

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

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

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

10. **Implementation Plan**

10.1 The Joint Committee shall approve the Implementation Plan at its first meeting which complies with the provisions of clause 10.2 below. The Implementation Plan in order to be adopted must also be approved by the Welsh Government and the UK Government which may be given either before or after it is considered for adoption by the Joint Committee.

- 10.2 The Implementation Plan shall set out the high level activities that shall support the delivery of the Swansea Bay City Deal and shall include details of the nature of each of the projects, their outcomes and benefits, key tasks and the indicative timeline and interdependencies between the projects.
- 10.3 The Joint Committee shall review the Implementation Plan annually. The first review shall take place no later than one year after the approval of the Implementation Plan. Reviews in later years shall take place no later than one year after the previous review.

11. Projects Funded by The Swansea Bay City Deal

- 11.1 The Swansea Bay City Deal shall fund local and regional projects in the following themes:
- (a) Internet of Economic Acceleration.
 - (b) Internet of Life Science and Wellbeing.
 - (c) Internet of Energy.
 - (d) Smart Manufacturing.
- 11.2 Details of the allocation of Government Funding, private and public funding and local government contributions for each project are set out at 0.
- 11.3 The proportion of the Government Funding shall be in accordance with the details set out at 0 unless the Councils agree to vary this.

12. Processes for Funding Projects

- 12.1 The Delivery Lead for projects in the Swansea Bay City Deal shall be as set out in the Implementation Plan.
- 12.2 The Project Authority Lead for projects in the Swansea Bay City Deal shall be as set out in the Implementation Plan.
- 12.3 In order to receive funding from the Swansea Bay City Deal every project must observe the following procedure:
- (a) The Delivery Lead must submit a Project Business case to the [Portfolio Management](#) Office in accordance with the Implementation Plan. The Project Business case shall include a Resolution of the [relevant](#) Project Authority Lead and all Councils in whose area the project shall take place that they approve the submission of the Project Business case.
 - (b) If one or more of the Councils does not approve the Project Business Case for a Regional Project for submission to the UK Government and the Welsh Government the Regional Project shall be referred directly to the Joint Committee for the Joint Committee to decide whether:
 - (i) Additional time is to be allowed to address concerns of the particular Council; or
 - (ii) A revised Project Business Case is to be prepared omitting the Council which does not approve in which case a revised Project

Business Case shall be resubmitted and approved in accordance with this clause 12; or

- (iii) Whether a project is no longer viable and should no longer be progressed in which case clause 12.6 shall be followed.
- (c) All Project Business Cases for projects to be considered for funding from the Swansea Bay City Deal must meet the requirements of extant guidance from the UK and Welsh Governments which at the Commencement Date of this Agreement is guidance on the preparation of “five case business models” and accordingly every Project Business Case must include full details of:
- (i) The strategic case (strategic fit and clear investment objectives)
 - (ii) The economic case (optimising value for money)
 - (iii) The commercial case (attractiveness to the market and procurement arrangements)
 - (iv) The financial case (affordability – including the contributions to be made by other public and private sector partners and the basis for them); and
 - (v) The management case (deliverability – including confirmation of decisions made and required by the governance arrangements of third party funders of a project - and plans for delivery)
- (d) Upon receipt of a Project Business case the Portfolio Management Office shall assess the quality and financial profile of the Project Business Case and shall pass a copy of the Project Business Case to the UK Government and the Welsh Government to carry out their own assessments of the Project Business Case.
- (e) If the Programme Director is not satisfied with the quality of the Project Business Case (in accordance with the criteria agreed with the Joint Committee) it shall return the Project Business Case to the Delivery Lead and notify the Project Authority Lead. The Project Authority Lead shall request all Councils involved in the project to pass any resolutions necessary to agree to amendments of the Project Business Case. The Project Business Case shall be amended as necessary and resubmitted.
- (f) When the Portfolio Management Office is satisfied with the Project Business Case it shall send the Project Business Case to: the Programme Board with a request for the Programme Board to analyse the financial viability, deliverability and risk of the proposal and make a recommendation on whether or not the business case should proceed.
- (g) When the Portfolio Management Office has received a recommendation from the Programme Board it shall send the Project Business Case to the Economic Strategy Board ~~with a request for the Economic Strategy Board to assess the Project Business Case against the strategic aims and objectives of the Swansea Bay City Deal and make a recommendation on whether or not the Project Business Case should proceed. who will assess in line with their terms of reference set out in Schedule 6 including the production of a summary report to be annexed to the business case prior to submission to the Joint Committee.~~ The Economic Strategy Board

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

- (h) The Portfolio Management Office shall submit the recommendations from the Programme Board and the Economic Strategy Board to the Joint Committee.
 - (i) The Joint Committee shall consider the Project Business Case and the recommendations of the Programme Board and the Economic Strategy Board and decide whether or not to approve the project for submission to the UK Government and the Welsh Government for approval by the UK Government and the Welsh Government for the release of Government Funding for the project
 - (j) If the Joint Committee approves a project for submission to the UK Government and the Welsh Government it shall request the Project Authority Lead and all Councils in whose areas the project shall take place consider and approve the Project Conditions proposed by the Welsh Government for the project. Upon approval of the Project Conditions the Joint Committee shall direct the Accountable Body to release the Government Funding for that element of the project.
 - (k) If the Joint Committee does not approve a project for submission to the UK Government and the Welsh Government or the Council or Councils in whose area the project shall take place does not approve the submission the Joint Committee shall inform the Portfolio Management Office and the Portfolio Management Office shall inform the Economic Strategy Board, the Programme Board, the Delivery Lead and the Project Authority Lead. The Joint Committee shall decide whether a revised Project Business Case shall be prepared or whether the project should no longer be progressed in which case the process in clause 12.6 shall be followed.
- 12.4 The Project Authority Lead shall be responsible for ensuring compliance with the Project Conditions imposed by the Welsh Government. Government Funding paid to any project must not exceed the amount allocated to the project in accordance with the Implementation Plan or as otherwise agreed by the Joint Committee.
- 12.5 If a Council wishes to withdraw from a project in the Swansea Bay City Deal, it shall do so in accordance with any funding agreement into which it has entered for the project and shall notify the Portfolio Management Office.
- 12.6 The Councils may agree to withdraw a project identified in the Implementation Plan and to replace it with another project or to change the Project Authority Lead for a project in the Implementation Plan in accordance with the following process as set out in Schedule 10 to this Agreement:
- (a) The Project Authority Lead responsible for the project which is to be withdrawn or given a change of Project Authority Lead must inform the Portfolio Management Office of the need for the project to be withdrawn or given a change of Project Authority Lead. If the Project Authority Lead informs the Portfolio Management Office of the need for a project to be

withdrawn the Project Authority Lead may propose a new project to take the place of the project to be withdrawn.

- (b) The Portfolio Management Office shall inform the Programme Board of the need for the project to be withdrawn or given a change of Project Authority Lead. The Portfolio Management Office shall also provide the Programme Board with details of any proposal for a new project from the Project Authority Lead which has informed the Portfolio Management Office of the need to withdraw a project in accordance with clause 12.6(a).
- (c) The Programme Board shall review the financial implications of the proposed withdrawal of a project or change of Project Authority Lead including consideration of abortive costs and any proposal for a new project in accordance with clause 12.6(a) and submit a report to the Economic Strategy Board.
- (d) The Economic Strategy Board shall consider the implications of the proposed withdrawal of a project or change of Project Authority Lead and any proposal for a new project in accordance with clause 12.6(a). The Economic Strategy Board shall provide recommendations to the Joint Committee on whether the new project proposed in accordance with clause 12.6(a) should replace the project to be withdrawn and if not the process for selecting new projects or reallocation of funding.
- (e) The Joint Committee shall consider the recommendations of the Economic Strategy Board and decide whether the new project proposed in accordance with clause 12.6(a) should replace the project to be withdrawn or whether there should be a bidding process for a new project for the Swansea Bay City Deal or reallocation of funding to another project in the Swansea Bay City Deal.
- (f) The Portfolio Management Office shall notify the Welsh Government and the UK Government of the decision of the Joint Committee and seek their approval for the release of Government Funding for the new project.
- (g) On receipt of the Welsh Government and UK Government approval the Portfolio Management Office shall, depending on the decision of the Joint Committee:
 - (i) Direct the Accountable Body to reallocate any funds in accordance with the Joint Committee decision to replace the project or reallocate and notify the relevant Project Authority Lead(s) and Delivery Lead(s); and/or
 - (ii) Commence a bidding process by inviting the Councils to submit strategic outline cases for Government Funding for replacement projects.
- (h) The Programme Board and the Economic Strategy Board shall assess the strategic outline cases and make recommendations to the Joint Committee as to which Councils should be invited to submit outline business cases in respect of which projects.
- (i) The Joint Committee shall consider the recommendations of the Programme Board and the Economic Strategy Board and may invite one or more of the Councils to submit outline business cases for replacement projects in the Swansea Bay City Deal.

- (j) The Joint Committee shall consider the outline business cases and may invite one or more of the Councils to submit full business cases for replacement projects in the Swansea Bay City Deal.
 - (k) If a Council submits a full business case for a replacement project in the Swansea Bay City Deal this shall be considered for funding from the Swansea Bay City Deal in accordance with the process set out in clauses 12.3(a) to 12.3(k).
- 12.7 A diagram representing the process for approving business cases is set out at 0.
- 12.8 Diagrams representing the process for the flow of finances to local projects and Regional Projects in the Swansea Bay City Deal are set out at 0. Funding shall be released from the Accountable Body on a project by project basis. Allocation shall be based on 1/15 of the Allocated Sum per project. No funding shall be released from the Accountable Body until the Project Business Case is approved. If project approval is delayed and funding not released in 2018/19 the release in future years shall be greater than the 1/15 allocated subject to the equivalent level of expenditure being incurred until funding is back in line with the 1/15 allocation. This profile shall be agreed with the Accountable Body when the Project Business Case is agreed with the Welsh Government.
- 12.9 It is intended that the process identified in clause 12.3 and 12.6 shall take no longer than six (6) calendar months.

13. Borrowing

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

14. Funding from other bodies

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

subject to the method of ascertaining the proportions to be determined by the Joint Committee at the relevant time.

15. Sub-committees

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

16. Programme Board

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

17. Economic Strategy Board

17.1 The Joint Committee shall facilitate the establishment of an Economic Strategy Board ("ESB"). The Economic Strategy Board shall have the terms of reference set out at 0. The process for recruitment of the Economic Strategy Board's membership shall be approved by the UK and Welsh Governments.

18. Commitment of the Councils

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

19. Costs

19.1 Three Year and Annual Budget

(a) The Joint Committee shall agree a budget for the Accountable Body costs, Economic Strategy Board Costs, Joint Committee Costs, Joint Scrutiny Committee Costs, Programme Board Costs and [Portfolio Management](#) Office Costs on a rolling 3 year basis. The Joint Committee shall review this budget annually and before the commencement of each financial year and shall agree the Annual Costs Budget each year with year 1 being confirmed and years 2 and 3 being indicative.

19.2 Internal Costs

(a) The Internal Costs incurred by each Council for a project in its own area shall be borne in the first instance by the Council providing that internal resource but may subsequently be included as costs within a Project Business Case.

(b) If the [Portfolio Management](#) Office undertakes work to assist the development of an individual project the costs incurred may be included in the Project Business Case.

- (c) All Internal Costs for a Regional Project shall be agreed by the Regional Lead Body.

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

19.3 Accounts

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

19.4 Annual Costs Budget

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

(b) Costs in the Annual Costs Budget not funded from Council Contributions shall be recovered from the Councils in a manner to be agreed by the Joint Committee to include the option of top slicing from Government Funding, where appropriate.as project costs.

- (c) The Joint Committee shall if necessary consider and recommend to the Councils alternative funding options for the Annual Costs Budget. The Councils shall decide whether or not to agree to alternative funding options proposed by the Joint Committee.

20. Audit and Scrutiny

- 20.1 In exercise of their powers under sections 101 and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a Joint Scrutiny Committee with effect from the Commencement Date. The Joint Scrutiny Committee shall provide a scrutiny function to ensure greater public accountability over decisions made by the Joint Committee and any of its sub-committees and related entities.
- 20.2 The terms of reference of the Joint Scrutiny Committee are set out at Schedule 12 to this Agreement.
- 20.3 The membership of the Joint Scrutiny Committee shall consist of 12 members. Each of the Councils shall nominate three members for appointment to the Joint Scrutiny Committee. The member nominated by each Council shall be an elected member of that Council but shall not be a member of that Council's executive and shall not be a member of the Joint Committee.
- 20.4 The Chair of the Joint Scrutiny Committee shall not be a member of the Council which is providing the Chair of the Joint Committee.

- 20.5 The role of the Joint Scrutiny Committee is to provide advice, challenge and support to the Joint Committee. The Joint Scrutiny Committee shall be required to:
- (a) Review and scrutinise the Joint Committee's financial affairs.
 - (b) Review and assess the Joint Committee's risk management, internal control and corporate governance arrangements.
 - (c) Review and assess the economy, efficiency and effectiveness with which resources have been used.
 - (d) Make reports and recommendations to the Joint Committee in relation to the points in (a) to (c).
- 20.6 The Accountable Body shall ensure audit that the finances and the discharge of functions relating to the Swansea Bay City Deal are audited.
- 20.7 If any Council is provided with funding from the Government Funding to implement a project in the Swansea Bay City Deal it shall audit the finances and the discharge of functions relating to that project.
- 20.8 Any Council which is provided with funding from the Government Funding to implement a project in the Swansea Bay City Deal shall keep records of time worked by any person working on the project and any other cost relating to the project. Any Council which holds such records shall permit the Accountable Body, the Joint Committee and the other Councils and any of their representatives to examine and copy those records in order to undertake any audit pursuant to this Agreement.
- 20.9 The Accountable Body shall keep records of time worked by any person working for the Accountable Body on any matter relating to the Joint Committee or the Swansea Bay City Deal.
- 20.10 Each Council shall permit all records referred to in this Agreement to be examined and copied from time to time by the Accountable Body or any representatives of the Accountable Body or any other representatives who reasonably require access to the same in order to undertake any audit of the funds received and spent pursuant to this Agreement. The Accountable Body shall permit all records held by it which are referred to in this Agreement or relate to this Agreement to be examined and copied from time to time by any representatives of any of the Councils. If a representative of any of the Councils requests from the Accountable Body a copy in electronic form of any record held by the Accountable Body which is referred to in this Agreement or relates to this Agreement the Accountable Body shall provide a copy of the requested record in electronic form if the record exists in electronic form when the Accountable Body receives the request.
- 20.11 The Auditor General for Wales shall have access to any document relating to the Joint Committee for the purpose of the Auditor General's examination of any auditable accounts, for the purpose of undertaking studies under section 145A of the Government of Wales Act 1998 or for the purpose of carrying out in accordance with any enactment other examinations or studies into the economy, efficiency and effectiveness with which a person has used resources in discharging the person's functions and any officer of the Wales Audit Office, the Welsh Government and the European Commission shall have access to any document relating to the Joint

Committee and shall be permitted at reasonable notice to visit the premises of the Accountable Body and the other Councils and to inspect activities funded by the Government Funding and to examine and take copies of books of account and other documents and records relating to activities funded by the Government Funding.

21. Mitigation

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

22. Withdrawal from this Agreement

- 22.1 If a Council wishes to withdraw from the Swansea Bay City Deal and this Agreement, it shall provide not less than twelve months' written notice terminating at the end of a financial year of its intention to withdraw to the [Portfolio Management](#) Office ("Joint Committee Withdrawal Notice"). The Councils may require any Council which seeks to withdraw from the Swansea Bay City Deal and this Agreement to meet specified conditions before the Councils agree to accept the Joint Committee Withdrawal Notice. The specified conditions may include but shall not be limited to payment of any amounts due to be paid in accordance with this Agreement by the Council which seeks to withdraw and payment by that Council of any costs which the other Councils identify that they shall incur as a result of the withdrawal of that Council. The [Portfolio Management](#) Office shall notify the Accountable Body no later than ten Business Days after it receives a Joint Committee Withdrawal Notice and the Accountable Body shall notify the Welsh Government and the UK Government no later than 10 Business Days after it receives notification from the [Portfolio Management](#) Office.
- 22.2 In the event that a Joint Committee Withdrawal Notice is issued by the Accountable Body the Accountable Body shall during the period of notice comply with its obligations under clause 7.2.

23. Termination of This Agreement

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

24. Liabilities of the Councils

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

~~23.3~~24.2 [In addition to the circumstances set out in clause 9.3, the Accountable Body shall indemnify and keep indemnified each of the other Councils against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or breach by the Accountable Body of its obligations under this Agreement or negligent act or omission in relation to such obligations \(and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Accountable Body\).](#)

23.424.3 No claim shall be made against the Accountable Body to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or breach or negligent act or omission by the Accountable Body under clause 24.1.

23.524.4 Each of the other Councils (acting severally) shall indemnify and keep indemnified the Accountable Body and the other Councils against all losses, claims, expenses, actions, demands, costs and liabilities which the Accountable Body or the other Councils may incur by reason of or arising out of any wilful default or breach by a Council of its obligations under this Agreement (and "wilful" in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Council or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any breach by the Accountable Body of any such obligations.

23.624.5 The amount to be paid to the Accountable Body by any of the other Councils under Clause 24.4 shall be borne by each of the Councils to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils equally unless the Councils agree otherwise.

23.724.6 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities which relates to this Agreement shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.

23.824.7 No Council shall be indemnified in accordance with this clause 24 unless it has given notice in accordance with clause 24.6 to the other Council against whom it shall be enforcing its right to an indemnity under this Agreement.

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

24.25. Dispute Resolution

24.125.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.

24.225.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 25. This is without prejudice to the right of any Council under section 103 of the Local Government Act 1972 to refer a dispute about the expenses of a joint committee to be determined by a single arbitrator agreed by the appointing authorities or, in the absence of agreement to be determined by the Welsh Ministers.

24.325.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall, at the written request of any Council, be referred by each Council to its head of paid service.

24.425.4 If the Councils' heads of paid service do not agree a resolution of the Dispute within twenty Business Days of the date of service of any such request, either party may require the other party by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Within five Business Days of the date of service of such notice the parties shall each propose a mediator and shall seek to agree as to the selection of a mediator.

24.525.5 If the Councils are unable to agree on a mediator within ten Business Days of date of service of the notice referred to in clause 25.4 or the mediator agreed upon is unable or unwilling to act and the Councils cannot agree upon a substitute, any of the Councils may apply to CEDR to appoint a mediator as soon as practicable.

24.625.6 The Councils shall within five Business Days of the appointment of the mediator (the "Mediator") meet with him in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Councils may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

24.725.7 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Councils in any future proceedings.

24.825.8 If the Councils reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Councils or their duly authorised representatives, shall be and remain binding upon the parties.

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

24.1025.10 If mediation fails to secure a resolution within ten Business Days of the Mediator being appointed, the Councils shall attempt to settle the Dispute by arbitration

under the Rules of the London Court of International Arbitration (which Rules are deemed to be incorporated by reference into this clause) and otherwise in accordance with clause 25.11.

24.1125.11 In the event that an arbitration is commenced pursuant to clause 25.10, the parties agree that:

- (a) the tribunal shall consist of one arbitrator who is to be a chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter;
- (b) the place of the arbitration shall be Swansea;
- (c) the decision of the arbitrator shall be final and binding on the parties (save in the case of manifest error).

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

OR (reference of dispute to independent expert)

24.1325.13 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination shall, at the written request of any Council be referred to:

- (a) such chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter as the Councils may agree in writing; or
- (b) failing agreement on the identity of the chartered accountant for a dispute relating to a financial matter or the solicitor for a dispute relating to any other matter within seven days of the date of service of the request, such chartered accountant as may be appointed for this purpose on the application of any Council by the President for the time being of one of the CCAB bodies if the dispute relates to a financial matter or such solicitor as may be appointed by the President for the time being of the Law Society of England and Wales if the dispute relates to any other matter.

24.1425.14 The chartered accountant or solicitor appointed under clause 25 (the "Expert") shall act on the following basis:

- (a) he shall act as expert and not as arbitrator;
- (b) his terms of reference shall be to determine the matter in dispute, as notified to him in writing by either party within thirty days of his appointment;

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

25-26. Notices

25.126.1 Form of Notice

Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post or special delivery post to the recipient at the address stated in 0 (or such other address as may be notified in writing from time to time to all of the other Councils) or sent by facsimile to the number stated at 0 (or such other number as may be notified in writing from time to time to all of the other Councils).

25.226.2 Service

Any such demand, notice or communication shall be deemed to have been duly served:

- (a) If delivered by hand, when left at the proper address for service;
- (b) If given or made by pre-paid first class or special delivery post two Business Days after being posted; or
- (c) If sent by facsimile at the time of transmission provided that a confirmatory copy is on the same day that the facsimile is transmitted sent by pre-paid first class post in the manner provided for in clause 26.1 (Form of Notice)

Provided in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

26-27. Information and Confidentiality

26.127.1 Each Council shall keep confidential the Confidential Information and Intellectual Property Rights of any of the Councils and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of the Confidential Information and Intellectual Property Rights of the Councils other than as permitted under the provisions of this Agreement. Each Council shall not use or disclose other than as permitted under the provisions of this Agreement any Confidential Information about the business of or belonging to any other Council or third party which has come to its attention as a result of or in connection with this Agreement.

~~26.2~~27.2 The obligation in clause 27.1 shall not apply to:

- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
- (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
- (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any statutory obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
- (d) Any disclosure of information which is already lawfully in the possession of the disclosing Council without restrictions as to its use prior to its disclosure by the disclosing Council.
- (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
- (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
- (g) Any disclosure by a party to a department, office or agency of the Government.
- (h) Any disclosure for the purpose of the examination and certification of a party's accounts.

~~26.3~~27.3 Where disclosure is permitted under clauses 27.2(a), 27.2(f), 27.2(g) or 27.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

~~26.4~~27.4 No Council shall make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement or any other agreement relating to the Swansea Bay City Deal other than in accordance with any PR Protocol agreed by the Councils.

27.28. Data Protection

~~27.1~~28.1 The Councils shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in a document to be agreed by the Councils.

~~27.2~~28.2 Each Council shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the

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

27.328.3 To the extent any Council processes any Personal Data on behalf of another Council the processing Council shall:

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

- (m) Notify the other Council within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (n) Provide the other Council with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

27.4~~28.4~~ If any Council receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by another Council or to another Council's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Council and it shall provide the other Council with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

27.5~~28.5~~ If a Council requires another Council to make any disclosures or provide any information in respect of this Agreement in order to enable that party to meet its obligations under the Data Protection Laws the other Council shall do so.

27.6~~28.6~~ The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

28-29. Intellectual Property

28.1~~29.1~~ Each Council shall retain all Intellectual Property in its Material.

28.2~~29.2~~ Each Council shall grant all of the other Councils and any other person specified by the Joint Committee a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to the Swansea Bay City Deal and any other purpose resulting from the Swansea Bay City Deal whether or not the Council party granting the licence remains a party to this Agreement.

28.3~~29.3~~ Any Intellectual Property in Material which is produced by the Joint Committee or the Portfolio Management Office shall be held by the Accountable Body on behalf of the Councils jointly.

28.4~~29.4~~ Without prejudice to clause 29.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material shall grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.

28.529.5 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.

28.629.6 Each Council warrants that it has or shall have the necessary rights to grant the licences set out in clause 29.2 and 29.4 in respect of the IP Material to be licensed.

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

29.30. Freedom of Information

29.130.1 Each Council acknowledges that it and the other Councils are subject to the requirements of FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request. The Councils shall comply with their own policy on FOI Legislation in respect of information disclosure obligations to the extent that they relate to the Swansea Bay City Deal.

29.230.2 Where a Council receives a request for information under either the FOI Legislation in relation to information which it is holding on behalf of any of the other Councils in relation to the Swansea Bay City Deal, it shall inform the Accountable Body and the other Councils of the request and its response.

29.330.3 The Accountable Body shall be required to assist any of the Councils in responding to a request for information to the extent that it relates to the Swansea Bay City Deal. This shall include co-ordinating the response when requested to do so by any of the Councils. All costs incurred by the Accountable Body in assisting a Council with a response to a request for information relating to the Swansea Bay City Deal shall be accounted for as Joint Committee Costs. Any Council which requests the Accountable Body to assist with or co-ordinate a response to a request for information relating to the Swansea Bay City Deal shall:

- (a) Provide the Accountable Body with a copy of the request for information as soon as practicable after receipt and in any event within two Business Days of receiving an Information Request.
- (b) Provide the Accountable Body with a copy of all information in its possession or power in the form the Accountable Body reasonably requires within ten Business Days (or such longer period as the Accountable Body may specify) of the Accountable Body requesting that information.
- (c) Provide all necessary assistance as reasonably requested by the Accountable Body to enable the Accountable Body to provide any required

assistance or co-ordination of a response to a request for information within the time for compliance set out in FOI Legislation.

29.430.4 Any Council which receives a request for information under FOI Legislation shall be responsible for determining in their absolute discretion whether any information requested under FOI Legislation:

- (a) Is exempt from disclosure under FOI Legislation.
- (b) Is to be disclosed in response to an Information Request.

29.530.5 Each Council acknowledges that the Accountable Body and any of the Councils may be obliged under FOI Legislation to disclose information:

- (a) Without consulting the other Councils where it has not been practicable to achieve such consultation; or
- (b) Following consultation with the other Councils and having taken their views into account.

30.31. Language

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

31.32. Severability

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

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

32.33. Relationship of Councils

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

33-34. Third Party Rights

33.1-34.1 The Councils as parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

34-35. Entire Agreement

34.1-35.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

35-36. Law of Agreement or Jurisdiction

35.1-36.1 This Agreement shall be governed by the laws of England and Wales as they apply in Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

36-37. Assignment

36.1-37.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred to any person other than to any public body acquiring the whole of the Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:

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

37-38. Waiver

37.1-38.1 No failure or delay by any Council to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Council.

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

38.39. Counterparts

~~38.1~~39.1 This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

39.40. Discretion of the Councils

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

40.41. Withdrawal of the United Kingdom from the European Union

~~40.1~~41.1 The parties shall keep this Agreement under review in the context of the withdrawal of the United Kingdom from the European Union and any changes in any law which applies to the parties.

~~40.2~~41.2 Any adjustments which are required to this Agreement as a result of a change in any law resulting from the withdrawal of the United Kingdom from the European Union shall be referred to the Joint Committee to implement under the Joint Committee's terms of reference.

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

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

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

THE COMMON SEAL OF

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

Schedule 1 Terms of Reference of the Joint Committee

1 Governance

1.1 Leaders of the four local authorities

2 Purpose

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

2.2 The Joint Committee's functions shall include:

(a) Identifying and implementing appropriate governance structures for the implementation of any projects within the Swansea Bay City Deal programme. This shall include the formation of bodies corporate and any other structures which the Councils can lawfully establish or participate in.

(b) Agreeing and planning the overall strategy for and delivery of the programme for the Swansea Bay City Deal.

(c) Performance management of the Swansea Bay City Deal programme.

(d) Strategic communications.

(e) Monitoring of the impact of the Swansea Bay City Deal programme and reporting on this to the Councils.

(f) Authorising the Accountable Body to:

(i) Commission external support and

(ii) Oversee the delivery and management of project expenditure.

(g) Progressing a regional approach for the Swansea Bay City Region for the discharge of strategic functions. These functions may include land use planning, transport planning and economic development.

(h) Approval and adoption of the Implementation Plan.

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

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

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

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

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

(n) Agreeing the Annual Costs Budget.

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

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

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

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

3 Membership

3.1 Each of the Councils shall appoint its leader or equivalent as its representative as a member of the Joint Committee and all such members shall have full voting rights.

3.2 Each Council may appoint a deputy for its member on the Joint Committee who may attend meetings of the Joint Committee as a substitute for the Council's appointed member on the Joint Committee but such deputy shall only be entitled to attend meetings of the Joint Committee in the absence of the Council's appointed member.

3.3 The Joint Committee shall be entitled to co-opt on terms acceptable to the Joint Committee one representative of each of the following organisations to the Joint Committee as non-voting members¹ of the Joint Committee for a period of five years from the Commencement Date.

(a) Swansea University.

(b) University of Wales Trinity St David.

(c) Hywel Dda University Health Board.

(d) ~~Abertawe Bro Morgannwg~~ Swansea Bay University Health Board.

3.4 The Joint Committee may co-opt one representative of Milford Haven Port Authority to the Joint Committee as a non-voting member of the Joint Committee for a period of five years from the Commencement Date.

3.5 The Joint Committee may appoint additional persons to the Joint Committee as non-voting members of the Joint Committee for a period of five years from the Commencement Date. The Joint Committee shall not co-opt an additional person to the Joint Committee unless the Joint Committee has decided that the person has expertise relevant to one or more themes in the Swansea Bay City Deal.

3.6 The co-option of any person as a non-voting member shall be subject to that person confirming in writing to the [Portfolio Management Office](#) that he or she agrees to comply with the Co-opted Member Protocol. No co-option shall take effect until such confirmation has been given.

3.7 The [Programme Director](#), head of paid service, monitoring officer and section 151 officer of each of the Councils shall be entitled to attend meetings of the Joint Committee as an adviser and shall not have a vote.

4 Chair

4.1 The Chair of the Joint Committee shall be an elected member representative of a Council appointed to the Joint Committee.

4.2 The Chair of the Joint Committee shall be elected for a two year term in the first instance, reviewed annually thereafter.

The three Leaders of the remaining local authorities shall be appointed as Deputy Chairs.

5 Voting

5.1 Each member of the Joint Committee shall have one vote. Decisions of the Joint Committee shall be made by simple majority vote. In the event of an equality of votes, the Chair of the Joint Committee shall have a casting vote. In the absence of the Chair or in the event of the Chair withdrawing from the meeting for a particular agenda item, then the Joint Committee shall determine which of the Deputy Chairs shall sit as chair pro tem and that Deputy Chair shall have the casting vote for such period as the Chair is absent from the meeting.

5.2 The Joint Committee is not permitted to vote on the approval of a business case or any other matter relating to a project if the member representative of a Council involved in that project is not present at the meeting.

6 Conflict of Interest

6.1 To allow the Joint Committee to undertake all its functions a clear distinction shall be drawn between those involved in specific scheme development and those preparing recommendations on those schemes. A robust system of declaration of conflict of interest shall be put in place.

6.2 Occasions shall arise where conflicts of interest preclude specific named members and/or local authorities from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.

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

7 Proceedings of Meetings

7.1 The rules of procedure in the constitution of the Council undertaking the monitoring officer function shall apply to meetings of the Joint Committee.

7.2 The leaders of the Councils shall be subject to the codes of conduct of their Councils.

7.3 Co-opted members of the Joint Committee who are not members of the Councils shall be subject to the rules of conduct in Schedule 13 and shall sign an undertaking in the form set out at Schedule 13 to confirm that they shall abide by those rules of conduct.

8 Quorum

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

9 Frequency

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

10 Allowances

- 10.1 No allowances shall be paid.

11 Servicing

- 11.1 The [Council undertaking the monitoring officer function](#) shall organise appropriate servicing for the meetings.

12 Sub groups

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

13 Letters of Support

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

14 Review

- 14.1 To be reviewed annually.

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

Schedule 2 Programme Board

1 Governance

1.1 Officer Governance

2 Purpose

2.1 The Programme Board shall have five distinct roles:

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

3 Accountable to

3.1 Joint Committee

4 Reporting

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

5 Membership

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

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

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

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

- (a) Swansea University.
- (b) University of Wales Trinity St David.
- (c) Hywel Dda University Health Board.
- (d) ~~Abertawe Bro Morgannwg~~ [Swansea Bay University](#) Health Board.

6 Chair

6.1 The Chair shall be agreed by the Joint Committee.

6.2 The Chair shall be reviewed annually.

7 Voting/Agreement

7.1 The Programme Board shall not have any decision making Powers.

7.2 Agreement shall be reached by consensus of all the heads of paid service referred to in 5.1 or their representatives.

7.3 Where alternative views and opinions are expressed these shall be recorded and included in any reporting process.

8 Conflicts of Interest

8.1 To allow the Programme Board to undertake all its functions a clear distinction shall be drawn between those involved in specific scheme development and those preparing recommendations on those schemes to the Joint Committee. A robust system of declaration of conflicts of interest shall be put in place.

8.2 Occasions shall arise where conflicts of interest preclude specific named officers and/or local authorities from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.

9 Proceedings of meetings

9.1 The chair of the Board shall arrange for minutes of the proceedings of each meeting to be taken, approved and recorded. This role shall be undertaken by the [Portfolio Management](#) Office.

10 Quorum

10.1 For the Board to agree and submit recommendations, the Councils must be represented by all the heads of paid service referred to in 5.1 or their representatives .

11 Frequency

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

12 Allowances

12.1 No allowances shall be paid.

13 Servicing

13.1 The Portfolio Management Office shall organise appropriate servicing for the meetings.

14 Review

14.1 To be reviewed annually.

Schedule 3 Notices

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

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

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

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

Schedule 4 Accounting Periods

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

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

Schedule 5 Matters Reserved to The Councils

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

Schedule 6 Economic Strategy Board

1 Purpose

1.1 To provide strategic direction for the Swansea Bay City Deal and provide strategic advice to the Joint Committee on matters relating to the Swansea Bay City Region. Specifically the role shall:

- (a) Submit strategic objectives for the Swansea Bay City Region.
- (b) Monitor progress with regard to the delivery of the Swansea Bay City Deal in accordance with diagram B in Schedule 8.

~~(c)~~ Oversight of business case production.

~~(e)~~(d) Consideration of regional added value and identifying opportunities for investment.

~~(e)~~ Make recommendations to the Joint Committee.

~~(d)~~(f) Produce a summary report of issues considered by the Economic Strategy Board to be annexed to the submission of any business cases

2 Reporting

2.1 Joint Committee

3 Membership

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

- (a) 1 private sector chair or other suitable representative.
- (b) 5 private sector representatives.

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

3.23.3 The Programme Director, head of paid service, monitoring officer and s151 officer of each of the Councils or their nominated representative shall be entitled to attend meetings of the Economic Strategy Board as an adviser or an observer but shall not have a vote.

4 Chair

4.1 The Chair shall be appointed following nominations by the unanimous agreement of: the Welsh Government, the UK Government and the Joint Committee.

4.2 The Chair shall be a private sector representative or other suitable representative.

4.3 The Chair shall be accountable to the Joint Committee.

4.4 The Chair shall be reviewed annually.

5 Voting/Agreement

5.1 The Economic Strategy Board shall not have any formal decision-making powers.

5.2 The Economic Strategy Board shall reach agreement by consensus.

5.3 Where alternative views and opinions are expressed these shall be recorded and included in any reporting process.

6 Conflicts of Interest

6.1 To allow the Economic Strategy Board to undertake all its functions a clear distinction shall be drawn between those involved in specific scheme development and those preparing recommendations on those schemes to the Joint Committee. A robust system of declaration of conflict of interest shall be put in place.

6.2 Occasions shall arise where conflicts of interest preclude specific named officers, individuals, committee members from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.

6.3 Co-opted members of the Economic Strategy Board shall be subject to the rules of conduct set out at Schedule 13 and shall sign an undertaking in the form set out at Schedule 13 to confirm that they will abide by those rules of conduct.

7 Proceedings of meetings

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

8 Quorum

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

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

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

10 Allowances

10.1 There shall be no allowances paid.

11 Servicing

11.1 The Portfolio Management Office shall organise appropriate servicing for the meetings.

12 Sub groups

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

13 Review

13.1 To be reviewed annually.

Schedule 7 Projects Funded By the Swansea Bay City Deal

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

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

Schedule 8 Project Approval Process

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

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

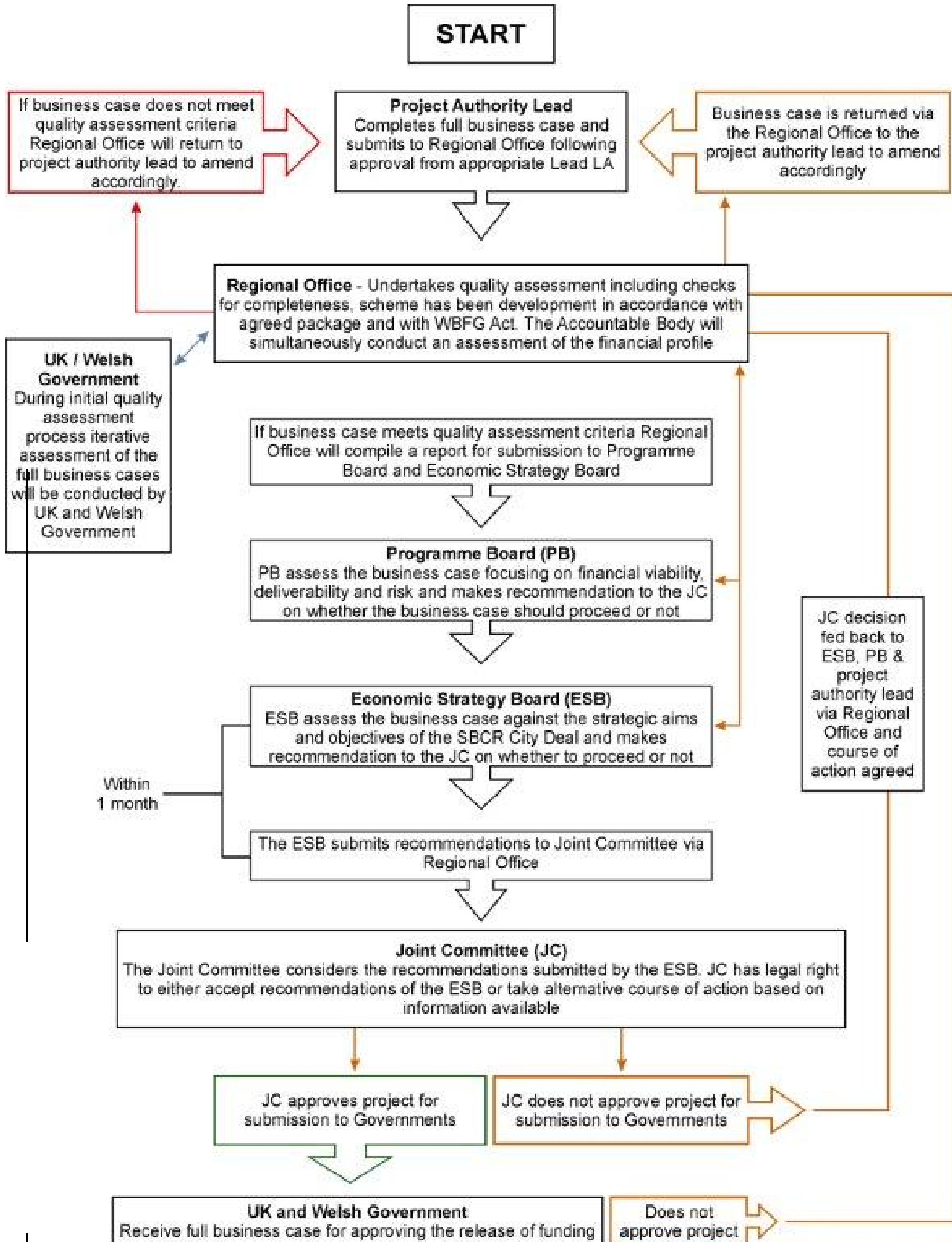
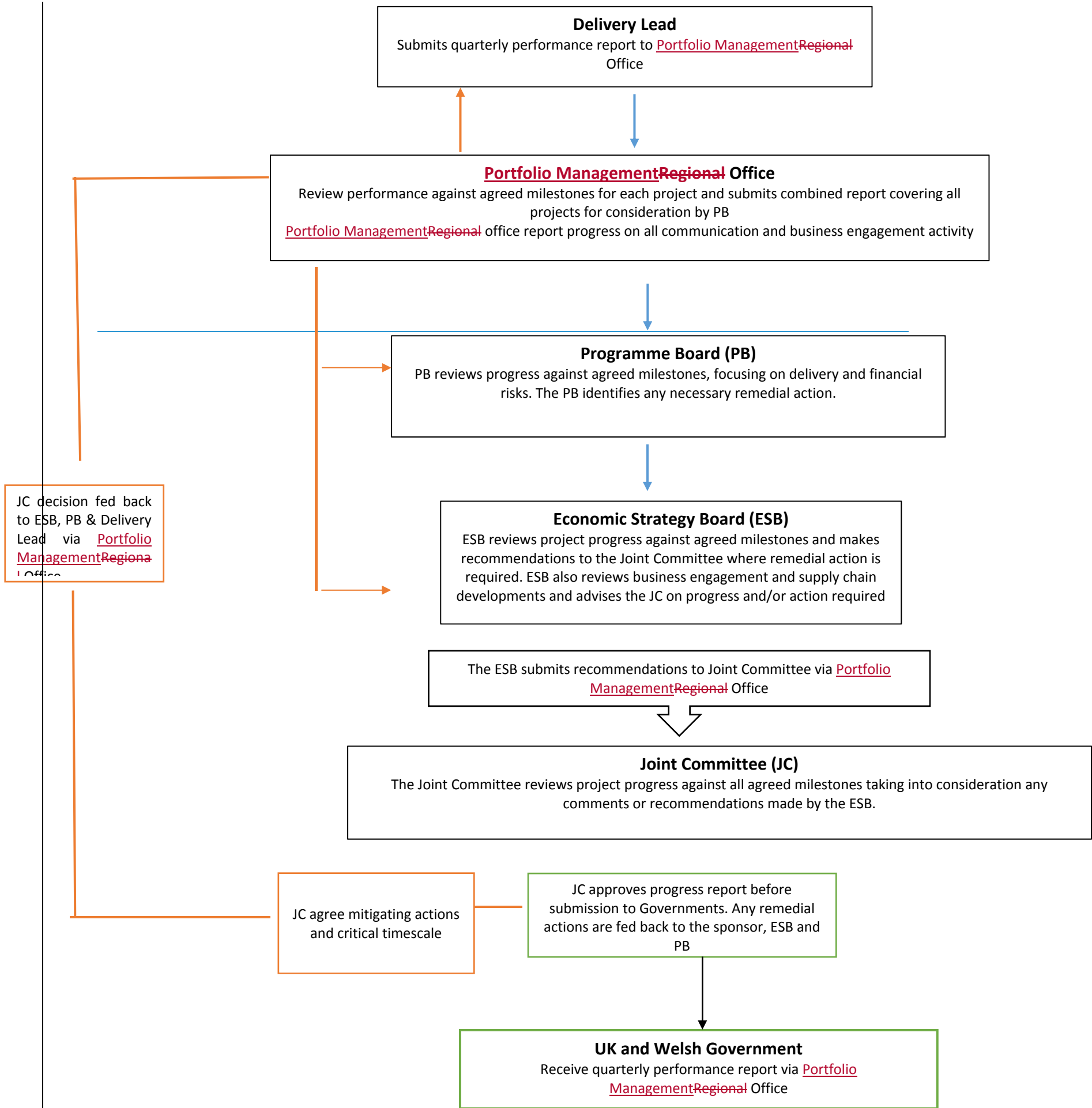
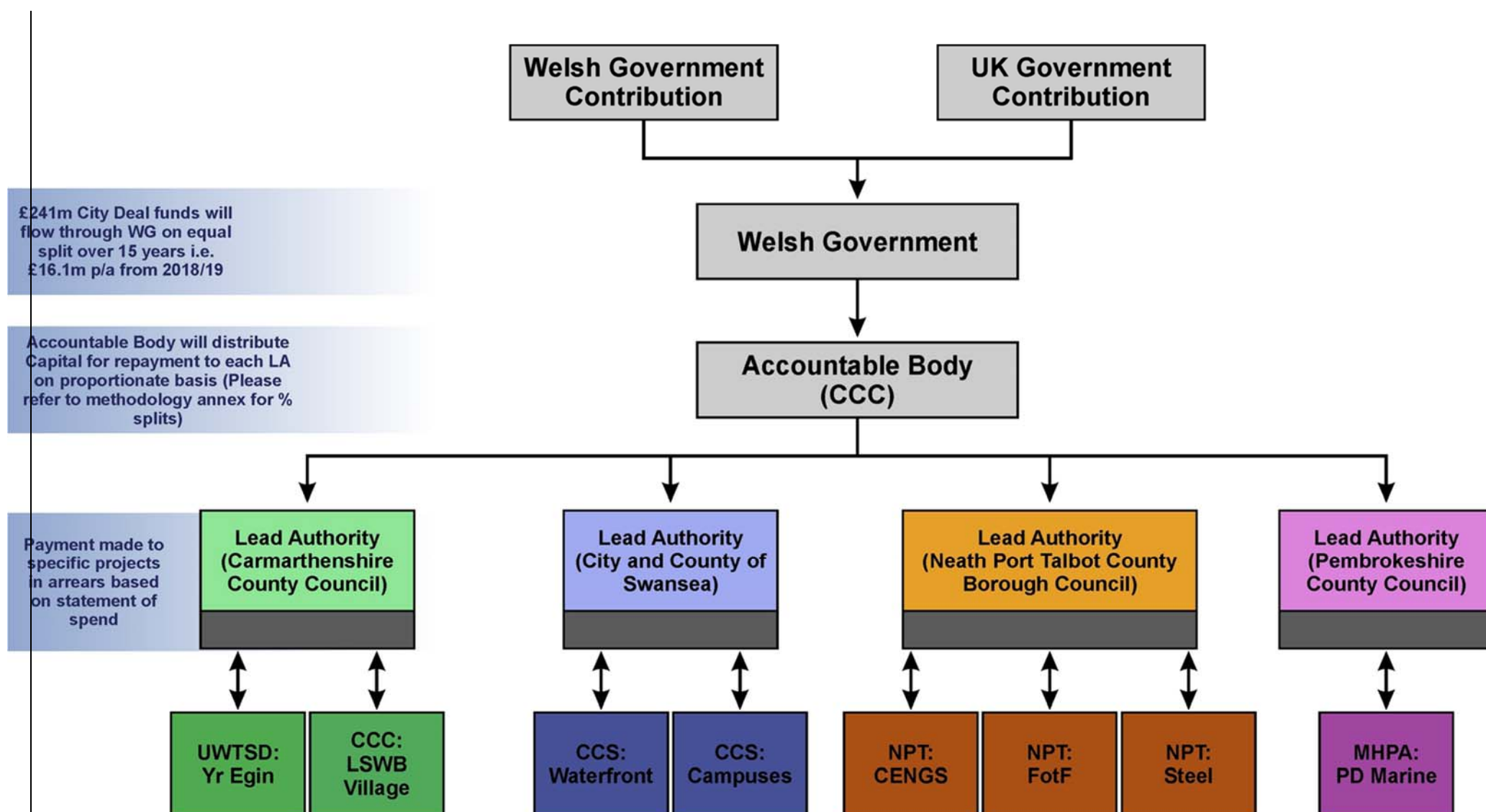


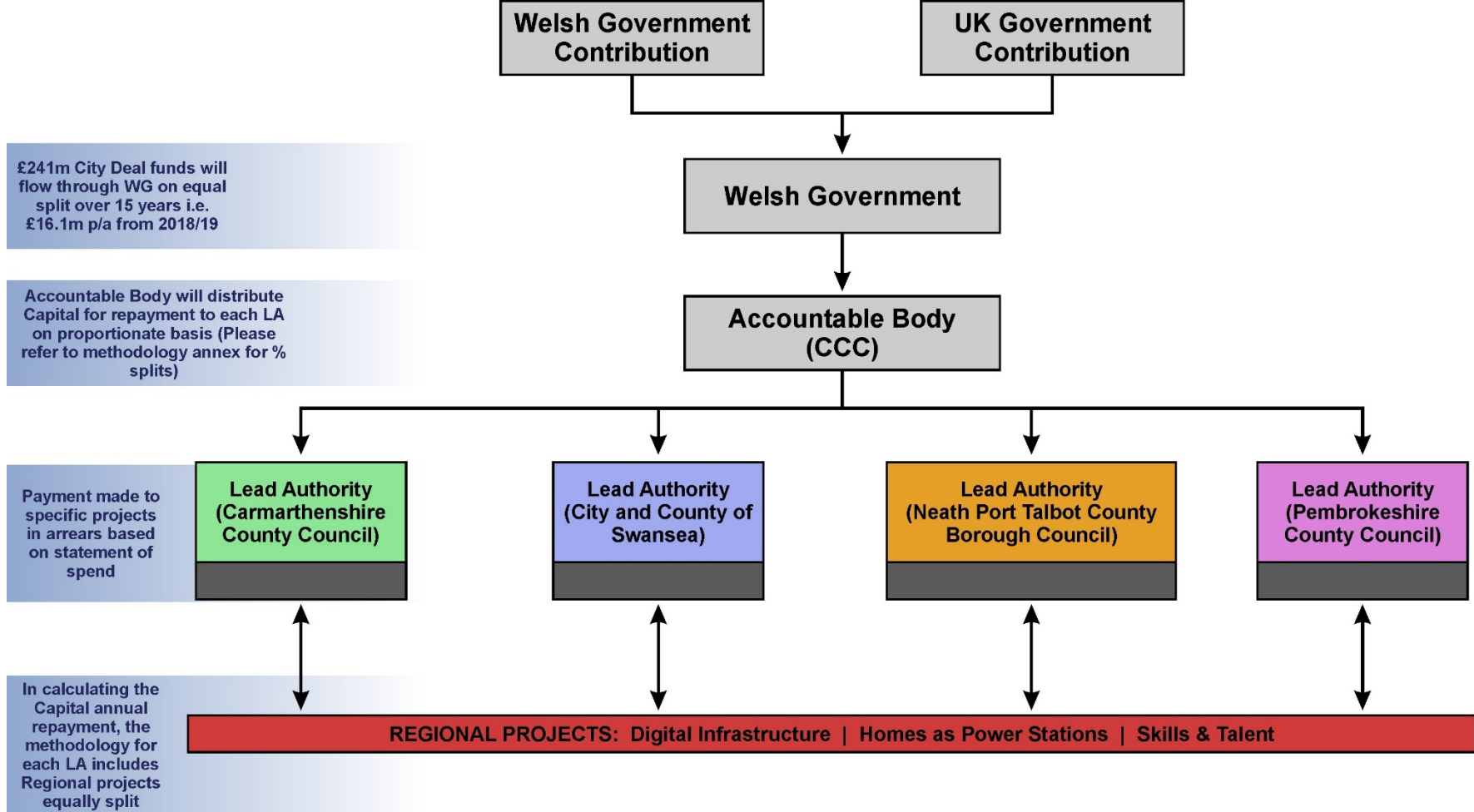
Diagram B - Project Monitoring



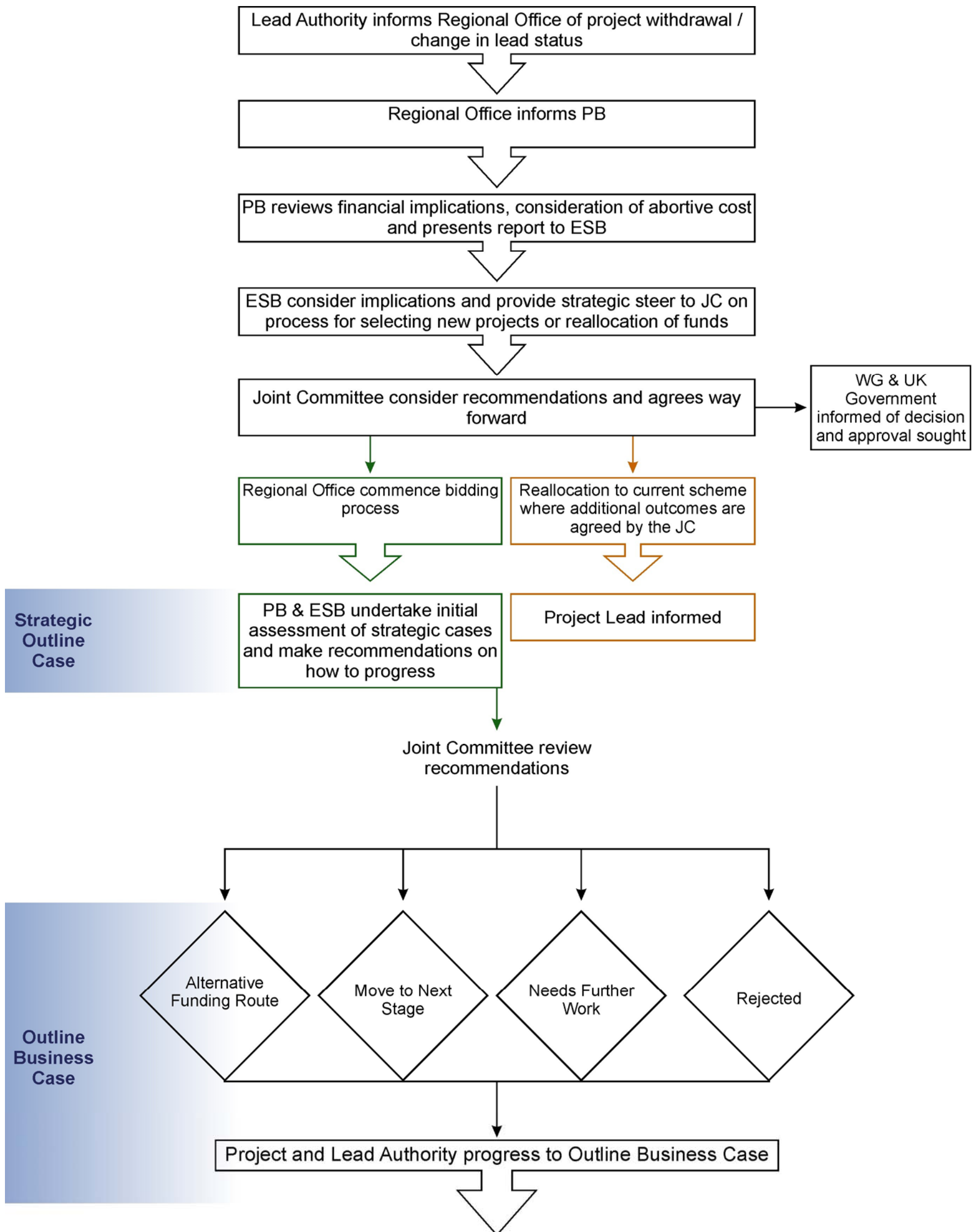
SWANSEA BAY CITY DEAL FLOW OF FINANCES (LOCAL)



SWANSEA BAY CITY DEAL FLOW OF FINANCES (REGIONAL)



CHANGE IN PROJECT STATUS



Education and Public Services Group
Y Grŵp Addysg a Gwasanaethau Cyhoeddus



Llywodraeth Cymru
Welsh Government

To:
Chief Finance Officers
Local Authorities listed in Annex A

cc:
Chief Finance Officers of Police Forces in Wales

03 May 2018

Dear Chief Finance Officers

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

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

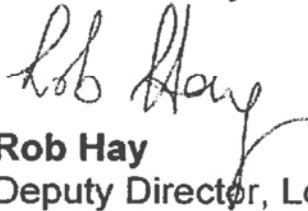


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CF10 3NQ

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

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

Yours faithfully



Rob Hay
Deputy Director, Local Government Finance Policy Division

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

Annex A: List of Authorities to which this direction applies

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

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

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

Welsh Government

GUIDANCE ON FLEXIBLE USE OF CAPITAL RECEIPTS

April 2018

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

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

[PART 1]

INFORMAL COMMENTARY ON THE GUIDANCE ON FLEXIBLE USE OF CAPITAL RECEIPTS

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

POWER UNDER WHICH THE GUIDANCE IS ISSUED [1.1]

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

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

APPLICATION [3.1- 3.2]

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

QUALIFYING EXPENDITURE [4.1 - 4.3]

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

ACCOUNTABILITY AND TRANSPARENCY [5.1 - 5.6]

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

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

[PART 2]

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

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

(1) POWER UNDER WHICH THE GUIDANCE IS ISSUED

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

(2) DEFINITION OF TERMS

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

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

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

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

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

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

(3) APPLICATION

Effective date

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

Local authorities

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

(4) QUALIFYING EXPENDITURE

Types of qualifying expenditure

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

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

Examples of qualifying expenditure

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

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

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

(5) ACCOUNTABILITY AND TRANSPARENCY

Preparation

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

Content

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

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

Approval

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

Timing

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

Publication

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



Llywodraeth Cymru
Welsh Government

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

16 May 2018

Dear *Chris*

Swansea Bay City Region City Deal: Financial Arrangements

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

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

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

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



BUDDSODDWR MEWN POBL
INVESTOR IN PEOPLE

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.gsi.gov.uk

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

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

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

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

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

Yours sincerely



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

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



Llywodraeth Cymru
Welsh Government

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

Rob Stewart

Leader, City and County of Swansea

rob.stewart@swansea.gov.uk

11 April 2018

Dear Rob

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

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

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

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

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

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Caerdydd • Cardiff
CF99 1NA

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

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

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

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



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

Copies to:

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

Schedule 12 - Terms of Reference of Joint Scrutiny Committee

1. **Membership.**

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

2. **Purpose**

2.1 The purpose of the Joint Scrutiny Committee shall be:

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

~~2.2 For the avoidance of doubt scrutiny of individual Authorities projects' shall be a matter for the relevant Constituent Authorities' Scrutiny Committee save where they have the potential to impact materially on the overall portfolio of the City Deal Projects.~~

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

3. **Chair**

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

4. **Voting**

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

5. **Conflicts of Interest**

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

6. **Proceedings of Meetings**

- 6.1 The rules of procedure and access to information rules of the Host Authority for the scrutiny function shall apply to meetings of the Joint Scrutiny Committee
- ~~6.2~~ Members of the Joint Scrutiny Committee shall be subject to the Codes of Conduct for Members of their Councils.
- ~~6.26.3~~ Members shall be entitled to Joint Committee papers in accordance with the procedure rules of the Council that undertakes the monitoring officer and democratic services function.

7. **Quorum**

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

8. **Frequency**

- 8.1 The Joint Scrutiny Committee shall meet bi-monthly or on a frequency determined by the Joint Scrutiny Committee. Additional meetings may be convened by the Chair on at least 7 clear days notice.

9. **Allowances**

- 9.1 No allowances shall be paid

10. **Servicing**

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

11. **Sub-Groups**

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

12. **Review**

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

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

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

- 14.1 The business relates to project for which the body which nominated or appointed you to the Joint Committee or the Economic Strategy Board is the Delivery Lead.
- 14.2 You have a prejudicial interest in the business.
- 15 Where you have a prejudicial interest in any business considered by the Joint Committee or the Economic Strategy Board you may attend a meeting of the Joint Committee or the Economic Strategy Board at which the business is considered for the purpose of making representations answering questions or giving evidence to the same extent that members of the public are allowed to attend the meeting for the purpose of making representations answering questions or giving evidence.

Undertaking to abide by the rules of conduct

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

Signed -----

Date -----

Proffil Swydd/Job Profile

Teitl y Swydd – Cyfarwyddwr Rhaglen Bargaen Ddinesig Bae Abertawe

Post Title – Swansea Bay City Deal Programme Director

Adran	Swyddfa Reoli Rhaglen Bargaen Ddinesig Bae Abertawe
Department	Swansea Bay City Deal Programme Management Office
Gradd/Grade	Pennaeth Gwasanaeth / Head of Service £88,478 - £94,373
Rhif y Swydd/Post Number	028798
Paratowyd Gan/Prepared By	Swyddfa Rhaglan Bargaen Ddinesig Bae Abertawe Swansea Bay City Deal Programme Office
Dyddiad Paratoi / Date Prepared	Mehefin 2019 June 2019

Prif Ddiben y Swydd

Bod yn atebol i Gyd-bwyllgor Bargaen Ddinesig Bae Abertawe o ran cyflawni'r weledigaeth a'r dyheadau ar gyfer y rhanbarth.

Sicrhau bod rhaglen gytunedig Bargaen Ddinesig Bae Abertawe yn cael ei chyflwyno'n llwyddiannus, gan gyflawni ei phrosiectau'n effeithiol, cyflawni twf cynaliadwy a datgloi rhagor o fuddsoddi gan y llywodraeth a chyllid buddsoddi.

Datblygu a chynnal perthnasoedd effeithiol â'r holl bartneriaid cyhoeddus a phreifat ar draws y rhanbarth a sicrhau ymrwymiad i weledigaeth y Fargaen Ddinesig.

Helpu i ddatblygu proffil Bargaen Ddinesig Bae Abertawe fel lle i fyw, gweithio a buddsoddi ynddo.

Prif dasgau/cyfrifoldebau

1. Gweithio gyda'r Cyd-bwyllgor i gyflawni blaenoriaethau a phrosiectau'r fargaen ddinesig o fewn y terfynau amser perthnasol a sicrhau bod portffolio o brosiectau ar draws ystod o asiantaethau partner yn cael eu cydgysylltu'n llwyddiannus, gan sicrhau bod y rhaglen yn gydlynol.
2. Bod yn gyfrifol am gydlynu rheolaeth y rhaglen gan ategu'r Fargaen Ddinesig a sicrhau bod hynny'n datblygu'n fframwaith cefnogi cadarn sy'n helpu i gyflawni canlyniadau'n llwyddiannus.
3. Sefydlu a rheoli'n effeithiol Swyddfa Reoli Rhaglen Bargaen Ddinesig Bae Abertawe gan sicrhau ei bod yn dod yn adnodd gwerth ychwanegol ar gyfer y rhanbarth yn seiliedig ar egwyddorion rheoli prosiect P3M3.
4. Rhoi yn eu lle strwythurau allweddol er mwyn nodi a chytuno ar y dangosyddion lleol a chenedlaethol a fydd yn mesur llwyddiant y Fargaen Ddinesig.
5. Helpu a chefnogi'r holl bartneriaid i ddilyn trefniadau llywodraethu'r Fargaen Ddinesig ac i reoli'n llwyddiannus gymeradwyo achosion busnes prosiectau.
6. Rhyngwynebu â Llywodraeth ehangach Cymru a'r DU i fynd ar hynt hyn ac unrhyw ffynonellau buddsoddi posibl arall.
7. Meithrin partneriaeth gref a chynhyrchiol â'r sector preifat ledled rhanbarth Bae Abertawe a cheisio cyfleoedd pellach i gael buddsoddiad preifat yn y Fargaen Ddinesig.
8. Llunio ffordd newydd o feddwl yn strategol sydd wedi'i hanelu at ddatblygu atebion arloesol a chreadigol sy'n mynd i'r afael â'r heriau a'r rhwystrau sy'n wynebu twf economaidd ar draws y rhanbarth, a sicrhau eich bod yn gwybod am hynny.
9. Ar y cyd â'r Bwrdd Strategaeth Economaidd, datblygu ymagwedd newydd tuag at yr economi sylfaenol ledled y rhanbarth a chysylltu â strategaethau'r llywodraeth ynghylch hyn, yn enwedig o ran caffael lleol.
10. Cyfathrebu'n effeithiol weledigaeth y Fargaen Ddinesig yn y rhanbarth, ar draws y DU ac yn rhyngwladol.
11. Sicrhau bod riportio a rheolaeth ariannol effeithiol yn digwydd er mwyn mwyhau'r defnydd o adnoddau ac er mwyn sicrhau bod blaenoriaethau y cytunwyd arnynt yn cael eu hariannu'n effeithiol.
12. Rhoi gwybod am gynnydd ac anawsterau o ran gweithredu a rheoli prosiectau i'r Cyd-bwyllgor, Bwrdd y Rhaglen a'r Bwrdd Strategaeth Economaidd a chwilio am atebion i unrhyw broblemau a allai godi.

- | |
|--|
| 13. Darparu data monitro perfformiad cynhwysfawr i'r Cyd-bwyllgor ac unrhyw randdeiliaid eraill a nodwyd. |
| 14. Sicrhau bod ymgysylltu cynhwysfawr a rhagweithiol yn digwydd ag asiantaethau partner, cynghorau lleol, busnesau a sectorau eraill. |

Yn gyfrifol am staff/offer

Yn gyfrifol am recriwtio a rheoli ar gyfer Swyddfa Reoli'r Rhaglen.

Yn atebol i

Cyd-bwyllgor Bargen Ddinesig Bae Abertawe

Meini Prawf	Hanfodol
<p>Cymwysterau /</p> <p>Hyfforddiant galwedigaethol /</p> <p>Aelodaeth Broffesiynol</p>	<p>Yn meddu ar radd mewn pwnc perthnasol neu brofiad cyfatebol</p> <p>Cymhwyster rheoli rhaglen / prosiect (e.e. PRINCE2, AGILE)</p> <p>Datblygiad Proffesiynol Parhaus amlwg</p>
<p>Y sgiliau sy'n ymwneud â'r swydd /</p> <p>Galluoedd</p>	<p>Penderfynu ynghylch Camau a'u Rhoi ar Waith</p> <p>Gwneud penderfyniadau cyflym a chlir a allai olygu gwneud dewisiadau anodd neu gymryd risgiau ystyriol;</p> <p>Cymryd cyfrifoldeb dros gamau gweithredu, prosiectau a phobl;</p> <p>Bod yn flaengar ac yn hyderus a gweithio heb gyfarwyddyd;</p> <p>Ysgogi a chreu gweithgaredd</p> <p>Arwain a Goruchwyllo</p> <p>Rhoi arweiniad clir i eraill; Pennu safonau ymddygiad priodol;</p> <p>Dirprwyo gwaith yn briodol ac yn deg; Ysgogi a grymuso eraill; Rhoi cyfleoedd i staff ddatblygu a chael hyfforddiant personol;</p> <p>Recriwtio staff o'r radd flaenaf</p> <p>Glynu wrth Egwyddorion a Gwerthoedd</p> <p>Cynnal safonau moesol a gwerthoedd; Arddangos gonestrwydd;</p> <p>Hyrwyddo ac amddiffyn cyfleoedd cyfartal, adeiladu tимоedd amrywiol;</p> <p>Annog cyfrifoldeb trefniadol ac unigol tuag at y gymuned a'r amgylchedd</p> <p>Darbwylllo a Dylanwadu</p> <p>Gwneud argraff bersonol gref ar eraill; Ennill dealltwriaeth glir ac ymrwymiad gan eraill drwy ddarbwylllo, argyhoeddi a chyd-drafod;</p> <p>Hybu syniadau ar eich rhan eich hun neu ar ran eraill;</p> <p>Defnyddio prosesau gwleidyddol yn effeithiol i ddylanwadu ar eraill ac i'w darbwylllo</p>

Cyflwyno a Chyfathrebu

Siarad yn glir ac yn rhugl; Mynegi barn, gwybodaeth a phwyntiau allweddol dadl yn glir; gwneud cyflwyniadau ac ymgymryd â siarad cyhoeddus gyda medruswydd a hyder;

Ymateb yn gyflym i anghenion cynulleidfa ac i'w hymatebion a'u hadborth;

Hygrededd prosiectau

Llunio Strategaethau a Chysyniadau

Gweithio'n strategol i wireddu amcanion y sefydliad; Pennu a datblygu strategaethau;

Clustnodi a threfnu'r adnoddau sydd eu hangen i gyflawni tasgau;

Monitro perfformiad yn unol â dyddiadau cau a cherrig milltir

Addasu ac Ymateb i Newid

Addasu i amgylchiadau newidiol; derbyn syniadau newydd a mentrau ar gyfer newid;

Addasu arddull ryngpersonol yn ôl yr hyn sy'n addas i wahanol bobl neu sefyllfaoedd;

dangos parch a sensitifrwydd tuag at wahaniaethau diwylliannol a chrefyddol

Ymdrin ag amwysedd gan wneud defnydd cadarnhaol o'r cyfleoedd y mae hynny'n ei gyflwyno

Dadansoddi

Dadansoddi data rhifyddol, data geiriol a phob ffynhonnell wybodaeth arall;

rhanu gwybodaeth yn gydrannau, patrymau a chydberthnasau; ymchwilio i gael rhagor o wybodaeth neu well dealltwriaeth o broblem; gwneud penderfyniadau rhesymegol ar sail y wybodaeth a'r dadansoddiad sydd ar gael;

cynnig atebion ymarferol i amrywiaeth o broblemau; deall bod un mater yn gallu bod yn rhan o system lawer mwy

Sensitifrwydd gwleidyddol – Sensitifrwydd a barn wleidyddol ragorol, a'r gallu i weithio gyda llywodraethau a chynghorau; Yn hyderus wrth reoli materion sensitif a gwleidyddol; Defnydd effeithiol o ddiplomyyddiaeth

<p>Gwybodaeth</p>	<p>Gwybodaeth am lywodraeth leol, ranbarthol a chenedlaethol ac asiantaethau, y gymuned fusnes a sefydliadau allanol perthnasol eraill</p> <p>Dealltwriaeth dda o brosesau gwneud penderfyniadau Llywodraeth Genedlaethol ac awdurdodau lleol a chyllid llywodraeth leol</p> <p>Dealltwriaeth glir o agenda'r Llywodraeth Genedlaethol ar gyfer Awdurdodau Lleol ar lefel y DU a Chymru</p> <p>Dealltwriaeth drylwyr o egwyddorion llywodraethu allweddol</p>
<p>Profiad</p>	<p>Profiad o arwain rhaglenni mawr a chymhleth i gyflawni canlyniadau llwyddiannus mewn strategaethau cydymffurfio cysylltiedig</p> <p>Profiad o gynllunio a mewnbllannu rhaglenni mawr, cymhleth yn unol â therfynau amser caeth drwy drefnu adnoddau ar draws ffiniau sefydliadol</p> <p>Profiad helaeth o reoli portffolios/prosiectau</p> <p>Profiad o waith partneriaeth sylweddol gydag ystod o sefydliadau mewnol ac allanol i gyflawni amcanion cyffredin</p> <p>Profiad sylweddol a diweddar o reoli'n llwyddiannus ar lefel uwch gan ymdrin ag ystod amrywiol ac allweddol o sefydliadau uchel eu proffil yn y Sector Cyhoeddus a Phreifat</p> <p>Llwyddiant blaenorol o weithredu ar lefel uwch ac o reoli perthnasoedd cymhleth ac amrywiol â rhanddeiliaid yn effeithiol</p> <p>Y gallu i arwain timau amlddisgyblaethol, traws-sefydliadol</p> <p>Y gallu i ddod o hyd i atebion creadigol ac arloesol i broblemau cymhleth ac i weithio gydag ystod o bartneriaid er mwyn eu gweithredu.</p>
<p>Rhinweddau personol</p>	<p>Dull strategol a gweledigaeth i gyflwyno rhaglenni cymhleth mawr</p> <p>Cymryd ymagwedd gydweithredol at weithio mewn partneriaeth</p> <p>Yn gwneud penderfyniadau gwybodus ar sail gwybodaeth a phrofiad cadarn</p> <p>Hunangymhelliant ac ymagwedd hyblyg ac addasadwy at waith</p> <p>I gallu weithio mewn amgylchedd heriol ac i amserlenni llym.</p> <p>Meddu ar y gallu i greu amgylchedd o ymddiriedaeth, didwylledd a chydaddoldeb drwy ryngweithio â phobl o wahanol gefndiroedd cymdeithasol, diwylliannol, economaidd ac addysgol.</p> <p>Sgiliau rhyngpersonol ardderchog a'r gallu i feithrin perthnasoedd llwyddiannus ac ymddiriedaeth gydag ystod eang o bartneriaid</p>

	Y gallu i ddadansoddi gwybodaeth ariannol a defnyddio'r wybodaeth yn effeithiol er mwyn sicrhau rheoli cyllidebau'n effeithiol ac atebolrwydd
	Dymunol
	Profiad o arwain mentrau arbennig i gefnogi amcanion economaidd a chymdeithasol Profiadau o adrodd i Gyd-bwyllgorau/Byrddau

Sgiliau Iaith / Cyfathrebu	Sgiliau Llafar	Sgiliau Ysgrifennu
Cymraeg	Lefel 2	Lefel 2
Saesneg	Lefel 5	Lefel 5

DIM ANGEN GWIRIAD DBS	<input checked="" type="checkbox"/>
<u>Adran A – y math o ddatgeliad</u>	
DATGELIAD SAFONOL	<input type="checkbox"/>
DATGELIAD MANWL	<input type="checkbox"/>
DATGELIAD MANWL GAN WIRIO'R RHESTR WAHARDD	<input type="checkbox"/>
<u>Adran B – y math o weithlu</u>	
Y GWEITHLU PLANT	<input type="checkbox"/>
Y GWEITHLU OEDOLION	<input type="checkbox"/>
Y GWEITHLU PLANT AC OEDOLION	<input type="checkbox"/>
GWEITHLU ARALL	<input type="checkbox"/>

Y RHESWM

Cyfeiriwch at ganllawiau a/neu cysylltwch â'ch Ymgynghorydd Adnoddau Dynol cyn penderfynu a yw Gwiriad DBS yn ofynnol ar gyfer y swydd hon. Cofnodwch eich rhesymau yma.

UNRHYW WYBODAETH ARALL

Mae hon yn swydd hollbwysig ac uchel ei phroffil sef sefydlu a rhedeg swyddfa reoli'r rhaglen ar gyfer Bargen Ddinesig Bae Abertawe yn ogystal â chydlynu ei phortffolio o brosiectau rhanbarthol.

Caiff y Fargen Ddinesig gyllid gan Lywodraeth y Deyrnas Unedig a Llywodraeth Cymru, y sector cyhoeddus a'r sector preifat. Mae hwn yn gyfle enfawr i uwch-reolwr/arweinydd uchelgeisiol a phrofiadol weithio yn Ne-orllewin Cymru. Rydym yn chwilio'n benodol am

ymgeisydd sydd â sgiliau amlwg o ran rheoli'r rhaglen a phrosiectau, ac sydd â'r gallu i weithio ar draws ffiniau sefydliadol yn y sectorau cyhoeddus a phreifat.

Swydd dan Gyfyngiadau Gwleidyddol: sy'n ei gwneud yn ofynnol i ddeiliad y swydd fod yn wleidyddol ddiduedd

Rydym wedi ymrwymo i helpu pobl i fyw, gweithio a manteisio ar wasanaethau yn eu dewis iaith, felly mae'r gallu i gyfathrebu yn Gymraeg yn fanteisiol. Mae gennym ystod o opsiynau hyblyg i'ch helpu i gyrraedd y safon ofynnol ar gyfer y swydd.

Main Purpose of Job

To be accountable to the Swansea Bay City Deal Joint Committee in delivering its vision and aspirations for the region

To ensure successful delivery of the agreed Swansea City Deal programme, effectively delivering its projects, achieving sustainable growth and unlocking further government and investment funding

To develop and maintain effective relationships with all public and private partners across the region and ensure commitment to the City Deal vision

To assist in developing the profile of the Swansea Bay City Deal Region as a place to live, work and invest

Key tasks/responsibilities

1. To work with the Joint Committee to deliver the city deal priorities and projects within the relevant timescales and to ensure the successful co-ordination of a portfolio of projects across a range of partner agencies, ensuring that the programme is joined-up and coherent
2. To be responsible for coordinating the programme management underpinning the City Deal and ensure that develops into a robust supporting framework which assists in the successful delivery of outcomes
3. To effectively establish and manage the Swansea Bay City Deal Programme Management Office ensuring that it becomes a value-added resource for the region based on P3M3 project management principles
4. To put in place the key structures in order to identify and agree the local and national indicators that will measure the success of the City Deal
5. To assist and support all partners to follow the City Deal governance arrangements and to successfully manage the approval of project business cases
6. To interface with the wider Welsh and UK Government in pursuit of this and any other potential sources of investment
7. To build strong and productive partnership with the private sector throughout the Swansea Bay region and seek further opportunities for private investment in the City Deal
8. To keep abreast and devise new strategic thinking aimed at developing innovative and creative solutions that address the challenges and impediments to economic growth across the region

9. In liaison with the Economic Strategy Board, develop a new approach to the foundational economy throughout the region and link into government strategies on this, especially in terms of local procurement
10. To effectively communicate the vision of the City Deal both within the region and across the wider UK and internationally
11. To ensure there is effective financial management and reporting to maximise the use of resources available and to ensure that there is effective resourcing of agreed priorities
12. To report progress and issue in terms of project implementation and management and management to the Joint Committee, Programme Board and the Economic Strategy Board and to seek solutions to any problems that may arise
13. Provide comprehensive performance monitoring data to the Joint Committee any other identified stakeholders
14. Ensure there is comprehensive and pro-active stakeholder engagement across partner agencies, local councils, businesses and other sectors

Responsible for staff/equipment

Responsible for recruitment and management of Programme Management Office

Reporting to

Swansea Bay City Deal Joint Committee

Criteria	Essential
Qualifications/ Vocational training/ Professional Memberships	Educated to degree level in relevant subject or equivalent experience Programme / project management qualification (e.g. PRINCE2, AGILE) Demonstrable continuing professional development
Job Related Skills/ Competencies	<p>Deciding & Initiating Action</p> <p>Makes prompt, clear decisions which may involve tough choices or considered risks; Takes responsibility for action, projects and people;</p> <p>Takes initiative, acts with confidence and works under own direction;</p> <p>Initiates and generates activity</p> <p>Leading & Supervising</p> <p>Provides others with a clear direction; Sets appropriate standards of behaviour; Delegates work appropriately and fairly; Motivates and empowers others;</p> <p>Provides staff with development opportunities and coaching; Recruits staff of a high calibre</p> <p>Adhering to Principles & Values</p> <p>Upholds ethics and values; Demonstrates integrity; Promotes and defends equal opportunities, builds diverse teams;</p> <p>Encourages organisational and individual responsibility towards the community and the environment</p> <p>Persuading & Influencing</p> <p>Makes a strong personal impression on others;</p> <p>Gains clear agreement and commitment from others by persuading, convincing and negotiating;</p> <p>Promotes ideas on behalf of self or others;</p> <p>Makes effective use of political processes to influence and persuade others</p> <p>Presenting & Communicating</p> <p>Speaks clearly and fluently; Expresses opinions, Information and key points of an argument clearly;</p> <p>Make presentations and undertakes public speaking with skill and confidence;</p>

	<p>Responds quickly to the needs of an audience and to their reactions and feedback;</p> <p>Projects credibility</p> <p>Formulating Strategies & Concepts</p> <p>Works strategically to realise organisational goals; Sets and develops strategies;</p> <p>Identifies and organises resources needed to accomplish tasks:</p> <p>Monitors performance against deadlines and milestones</p> <p>Adapting & Responding to Change</p> <p>Adapts to changing circumstances; accepts new ideas and change initiatives;</p> <p>Adapts interpersonal style to suit different people or situations;</p> <p>Shows respect and sensitivity towards cultural and religious</p>
Knowledge	<p>Wide knowledge of local, regional and National Government and agencies, the business community and other relevant external organisations</p> <p>Good understanding of National Government and local authority decision-making processes and local government finance</p> <p>A clear understanding of National Government's agenda for Local Government at both UK and Wales levels</p> <p>A thorough understanding of key governance principles</p>
Experience	<p>Experience of leading large and complex programmes to deliver successful outcomes within associated compliance strategies</p> <p>Experience of planning and implanting large, complex programmes to strict deadlines by marshalling resources across organisational boundaries</p> <p>Extensive experience of portfolio / project management</p> <p>Substantial partnership working with a range of internal and external organisations to deliver common objectives</p> <p>Significant and recent experience of successful management at a senior level covering a diverse range of key, high profile Public and Private Sector organisations</p> <p>Track record of operating at a senior level, managing complex and varied stakeholder relationships effectively</p> <p>Proven ability to lead multidisciplinary, cross organisational teams</p>

	Proven ability to find creative and innovative solutions to complex problems and to work with a range of partners to implement them.
Personal qualities	<p>Strategic approach and vision to deliver large complex programmes</p> <p>Takes a collaborative approach to partnership working</p> <p>Makes informed decisions based on sound information and experience</p> <p>Self-motivated with a flexible and adaptable approach to work</p> <p>Ability to work in a demanding environment and to tight time scales</p> <p>Have the ability to create an environment of trust, openness and equality by interacting with people of various social, cultural, economic and educational backgrounds</p> <p>Excellent interpersonal skills and the ability to build successful relationships and trust with a wide range of partners</p> <p>Ability to analyse financial information and effectively use the information to ensure efficient budget management and accountability</p>
	Desirable
	<p>Experience of leading special initiatives in support of economic and social objectives</p> <p>Experiences of reporting to Joint Committees / Boards</p>

Language/ Communication Skills	Spoken Level	Written level
Welsh	Level 2	Level 2
English	Level 5	Level 5

NO DBS CHECK REQUIRED	<input checked="" type="checkbox"/>
Section A – type of disclosure	
STANDARD DISCLOSURE	<input type="checkbox"/>
ENHANCED DISCLOSURE	<input type="checkbox"/>
ENHANCED DISCLOSURE WITH BARRED LIST CHECK	<input type="checkbox"/>
Section B – workforce type	
CHILD WORKFORCE	<input type="checkbox"/>
ADULT WORKFORCE	<input type="checkbox"/>
CHILD AND ADULT WORKFORCE	<input type="checkbox"/>
OTHER WORKFORCE	<input type="checkbox"/>

JUSTIFICATION

ANY OTHER INFORMATION

This is a high profile and critical role tasked with establishing and running the programme management office for the Swansea Bay City Deal plus co-ordinating its portfolio of regional projects.

The City Deal includes funding from the UK and Welsh Governments, the public sector and the private sector. This presents a huge opportunity for an ambitious and experienced senior manager/leader to work in South West Wales. We are particularly looking for candidate with demonstrable skills in terms of project and programme management and an ability to work across organisational boundaries in both public and private sectors.

Politically Restricted Post: which requires the post holder to be politically neutral

We are committed to helping people live, work and access services in their language of choice, therefore the ability to communicate in Welsh is advantageous. We have a range of flexible options to help you reach the required standard for this post

Agenda Item 14.



Report of the Section 151 Officer

Council - 26 September 2019

Treasury Management Annual Report 2018/19

Summary	
Purpose:	This report provides details of the Council's Treasury Management activities during 2018/19 and compares actual performance against the strategy laid down at the start of the year.
Policy Framework:	Treasury Management Policy Statement
Consultation:	Finance, Access to Services and Legal
Report Author:	Jeff Dong
Finance Officer:	Ben Smith
Legal Officer:	Deb Smith
Access to Services Officer	Rhian Millar
For Information	

1 Introduction

- 1.1 Under the CIPFA Code of Practice on Treasury Management in Public Services, there is a requirement: “...for the Council to receive reports on its treasury management policies, practices and activities”.

This report summarises the activities for the year. The Prudential Code for Capital Finance in Local Authorities also requires the reporting of outturn Prudential Indicators for the year.

2 Executive Summary of Activities During The Year

- 2.1 There was a projected unfunded capital financing requirement of £127m as at end of 2018/19. Identified borrowing of £90m within target levels was undertaken during the year at an average interest rate of 2.35%

- 2.2 The average interest rate on outstanding Council borrowing was 4.22% in 2018/19 down from 4.44% 2017/18.
- 2.3 Internally Managed investments achieved a return of 0.69%. This represents an outperformance of +0.18% from the average 7 day LIBID benchmark rate of 0.51% returning £850k of investment income
- 2.4 The Council has operated within all of the determined Prudential and treasury limits outlined in appendix 1

3 Financial Implications

- 3.1 There are no financial implications arising directly from this report

4 Legal Implications

- 4.1 There are no legal implications arising directly from the report.

5 Equality Impact Assessment Implication

- 5.1 There are no equality impact assessment implications arising directly from the report

Background Papers:

None

Appendices:

Appendix A – Treasury Management Annual Report 2018/19

Treasury Management Annual Report

2018/19

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- 2. Introduction and Background**
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- 8. Investment Strategy for 2018/19**
- 9. Actual Investments 2018/19**
- 10. Early Debt Repayment**

Appendices

1. Executive Summary

- 1.1 There was a projected unfunded capital financing requirement of £127m as at end of 2018/19. Identified borrowing of £90m within target levels was undertaken during the year at an average interest rate of 2.35%
- 1.2 The average interest rate on outstanding Council borrowing was 4.22% in 2018/19 down from 4.44% 2017/18.
- 1.3 Internally Managed investments achieved a return of 0.69%. This represents an outperformance of +0.18% from the average 7 day LIBID benchmark rate of 0.51% returning £850k of investment income.
- 1.4 The Council has operated within all of the determined treasury limits outlined in Appendix 1.

2. Introduction and Background

- 2.1 Treasury Management in local government is regulated by the CIPFA Code of Practice on Treasury Management in Public Services (the Code). The City and County of Swansea has adopted the Code and complies with its requirements. A glossary of terms used throughout this report is included at Appendix 2.
- 2.2 The primary requirements of the Code are the:
 - Creation and maintenance of a Treasury Management Policy Statement which sets out the policies and objectives of the Council's Treasury Management activities
 - Creation and maintenance of Treasury Management Practices which set out the manner in which the Council will seek to achieve those policies and objectives
 - Receipt by the Council of an annual Treasury Management strategy report for the year ahead , a mid term update report and an annual review report of the previous year
 - Delegation by the Council of responsibilities for implementing and monitoring Treasury Management policies and practices and for the execution and administration of Treasury Management decisions
 - Treasury Management, in this context, is defined as:

“The management of the local authority’s cash flows, its banking, money market and capital market transactions; the effective control of the risks associated with those activities; and the pursuit of the optimum performance or return consistent with those risks.”
- 2.3 The Council has previously received in February 2018 and updated in February 2019 the Treasury Strategy Statement and Investment Strategy and MRP Strategy for 2018/19 and The Revised MRP Policy approved by Council in Dec 2018.
- 2.4 The Prudential Code for Capital Finance in Local Authorities has been developed as a professional code of practice to support local authorities in determining their programmes for capital investment. The Code was updated in 2017. Local authorities are required by Regulation under Part 1 of the Local Government Act 2003 to comply with the Prudential Code.

2.5 The objective of the Code is to provide a framework for local authority capital finance that will ensure for individual local authorities that:

- Capital expenditure plans are affordable
- All borrowing and long term liabilities are within prudent and sustainable levels
- Treasury Management decisions are taken in accordance with professional good practice

2.6 The Code includes a set of Prudential Indicators, which are designed to support and inform local decision-making. The 2018/19 Prudential & Treasury Management Indicators are detailed in Appendix 1.

3. Debt Portfolio

3.1 The Council's external borrowing position at the beginning and end of the year was as follows:

	1 April 2018		31 March 2019	
	Principal £'000	Interest Rate %	Principal £'000	Interest Rate %
Long Term Debt				
PWLB - fixed rate	354,084	4.95	444,084	4.42
Money Market (LOBO)	98,000	4.10	98,000	4.10
Welsh Gov	5,500	-	10,970	-
Short Term Debt				
Market	-	-	-	-
External Bodies	951	0.61	969	0.56
Total Debt	458,535	4.44	554,023	4.22

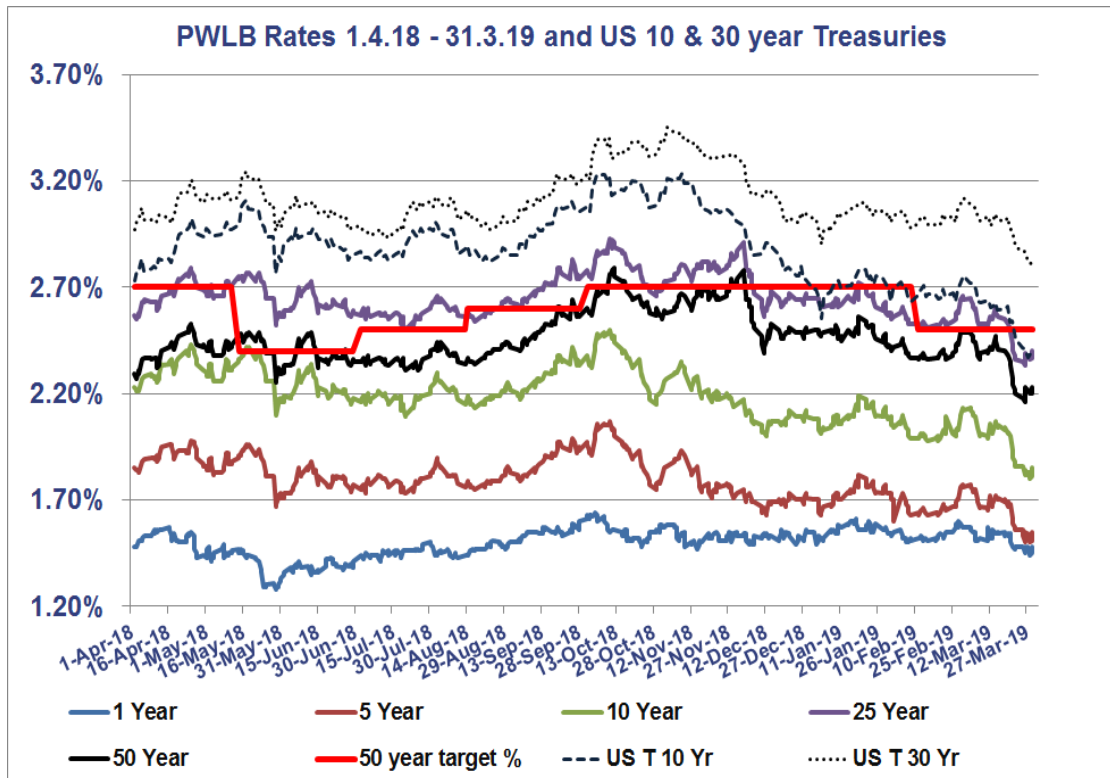
3.2 The average external debt portfolio interest rate was 4.22%. (2017/18 4.44%)

4. Treasury Strategy 2018/19

- 4.1 Since PWLB rates peaked during October 2018, most PWLB rates have been on a general downward trend, though longer term rates did spike upwards again during December, and, (apart from the 1 year rate), reached lows for the year at the end of March. There was a significant level of correlation between movements in US Treasury yields and UK gilt yields -which determine PWLB rates. The Fed in America increased the Fed Rate four times in 2018, making nine increases in all in this cycle, to reach 2.25% – 2.50% in December. However, it had been giving forward guidance that rates could go up to nearly 3.50%. These rate increases and guidance caused Treasury yields to also move up. However financial markets considered by December 2018, that the Fed had gone too far, and discounted its expectations of further increases. Since then, the Fed has also come round to the view that there are probably going to be no more increases in this cycle. The issue now is how many cuts in the Fed Rate there will be and how soon, in order to support economic growth in the US. But weak growth now also looks to be the outlook for China and the EU so this will mean that world growth as a whole will be weak. Treasury yields have therefore fallen sharply during 2019 and gilt yields / PWLB rates have also fallen.
- 4.2 Investment returns remained low during 2018/19. The expectation for interest rates within the treasury management strategy for 2018/19 was that Bank Rate would rise from 0.50% to 0.75%. At the start of 2018-19, and after UK GDP growth had proved disappointingly weak in the first few months of 2018, the expectation for the timing of this increase was pushed back from May to August 2018. Investment interest rates were therefore on a gently rising trend in the first half of the year after April, in anticipation that the MPC would raise Bank Rate in August. This duly happened at the MPC meeting on 2 August 2018. During this period, investments were, therefore, kept shorter term in anticipation that rates would be higher later in the year.
- 4.3 It was not expected that the MPC would raise Bank Rate again during 2018-19 after August in view of the fact that the UK was entering into a time of major uncertainty with Brexit due in March 2019. Value was therefore sought by placing longer term investments after 2 August where cash balances were sufficient to allow this.
- 4.4 Investment rates were little changed during August to October but rose sharply after the MPC meeting of 1 November was unexpectedly hawkish about their perception of building inflationary pressures, particularly from rising wages. However, weak GDP growth data after December, plus increasing concerns generated by Brexit, resulted in investment rates falling back again. Continued uncertainty in the aftermath of the 2008 financial crisis has promoted a cautious approach whereby investments would continue to be dominated by low counterparty risk considerations, resulting in relatively low returns compared to borrowing rates.
- 4.5 The policy of avoiding new borrowing by running down spare cash balances has served the Council well over the last few years (eliminating the 'cost of carry' where the interest rates of borrowing are greater than available investment rates). During 2018-19, in light of the planned capital spend in subsequent years, it was determined prudent to materially fund its outstanding capital financing requirement during the year, fixing in some historically low interest PWLB financing for the portfolio during the course of the year.
- 4.6 Against this background and the risks within the economic forecast, caution was adopted with the treasury operations. The Section 151 Officer therefore monitored interest rates in financial markets and adopted a pragmatic strategy to manage interest rate risks, taking the opportunity to average in the capital financing

requirement as opportunities arose during the year during periods of market volatility/ market sentiment caused by Brexit uncertainty and US Trade war rhetoric.

- 4.7 As depicted in the graph below, PWLB 5,10, 25 and 50 year rates have been volatile during the year with little consistent trend. The graphs and tables for PWLB rates show, for a selection of maturity periods, the average borrowing rates, the high and low points in rates, spreads and individual rates at the start and the end of the financial year



5. Actual Borrowing 2018/19

- 5.1 The Treasury Management strategy 2018/19 agreed by the Council in February 2018 projected an unfunded capital financing requirement of £127m as at end of 2018/19.
- 5.2 As identified in 4.5 above, the general overall strategy is to mitigate the ‘cost of carry’ in the current economic environment, however during 2018/19 it was determined prudent to fully fund the capital financing requirement ahead of planned capital spend in subsequent years, locking in some historically low PWLB long term interest rates which offered long term value. As such, long term borrowing of £90m was undertaken during the year outlined below. The maturity dates of the long term borrowing were selected to complement the existing maturity profile and minimise interest burden. The loans taken out were:

Long Term Borrowing			
Lender- issue date	Amount	Maturity	Interest Rate
PWLB April 2018	£10m	46 years	2.46%
PWLB April 2018	£10m	49 years	2.45%
PWLB April 2018	£10m	50 years	2.45%
PWLB Oct 2018	£10m	9 years	2.21%

PWLB Oct 2018	£10m	10 years	2.28%
PWLB Dec 2018	£10m	11 years	2.09%
PWLB Dec 2018	£10m	50 years	2.39%
PWLB Feb 2019	£10m	43 years	2.41%
PWLB Feb 2019	£10m	44 years	2.40%
TOTAL	£90m	34.7 years	2.35%

6. Compliance with Treasury Limits

- 6.1 During the year, the Council operated within the limits set out in the Council's Treasury Management Strategy 2018/19 under the Prudential Code. The outturn for the prudential indicators are shown in Appendix 1.

7. Capital Financing Charges 2018/19

- 7.1 The capital financing charges made to the Council's accounts for 2018/19 including capital repayments net of discounts/premiums and interest receivable are detailed below.

	Actual 2017/18	Actual 2018/19
	£'000	£'000
Housing Revenue A/c	9,297	9,689
General Fund	28,367	24,756

- 7.2 The net capital financing interest rates charged differ from the average rate of interest for external debt due to the fact that part of the Council's borrowing for capital purposes is funded by the investment of internal reserves and the use of internal balances and the amortisation of historical discounts/premia applied. The General Fund capital financing charges 2018/19 take into account implementation of the revised Minimum Revenue Provision (MRP) Policy adopted by Council in Dec 2018.

8. Investment Strategy for 2018/19

- 8.1 Investment returns remained low during 2018/19. The expectation for interest rates within the treasury management strategy for 2018/19 was that Bank Rate would rise from 0.50% to 0.75%. At the start of 2018-19, and after UK GDP growth had proved disappointingly weak in the first few months of 2018, the expectation for the timing of this increase was pushed back from May to August 2018. Investment interest rates were therefore on a gently rising trend in the first half of the year after April, in anticipation that the MPC would raise Bank Rate in August. This duly happened at the MPC meeting on 2 August 2018. During this period, investments were, therefore, kept shorter term in anticipation that rates would be higher later in the year.
- 8.2 It was not expected that the MPC would raise Bank Rate again during 2018-19 after August in view of the fact that the UK was entering into a time of major uncertainty with Brexit due in March 2019.

- 8.3 Investment rates were little changed during August to October but rose sharply after the MPC meeting of 1 November was unexpectedly hawkish about their perception of building inflationary pressures, particularly from rising wages. However, weak GDP growth data after December, plus increasing concerns generated by Brexit, resulted in investment rates falling back again. Continued uncertainty in the aftermath of the 2008 financial crisis has promoted a cautious approach whereby investments would continue to be dominated by low counterparty risk considerations, resulting in relatively low returns compared to borrowing rates.
- 8.4 The Council's investment policy is also governed by WAG guidance, which was implemented in the annual investment strategy 2018/19 approved by the Council on February 2018. This policy sets out the approach for choosing investment counterparties, and is based on our Treasury Advisors' investment colour matrix based on credit ratings provided by the three main credit rating agencies supplemented by additional market data such as rating outlooks, credit default swaps information, bank share prices etc. New investments were restricted to UK based institutions only, which satisfied these criteria.

9. Actual Investments 2018/19

- 9.1 The Council manages its cashflow and core balance investments internally, having realised its cash balances held with its external cash fund managers previously. These balances were invested on the Money Market via brokers or directly with banks and building societies, other local authorities and the Debt Management Office (DMO) within the criteria set out in 8.4 above. The balances held during the year were as follows:

Balance 1 April 2018	Balance 31 March 2019	Average Value 2018/19	Interest	Rate of Return	Benchmark 7 day LIBID
£'000	£'000	£'000	£'000	%	%
61,889	147,288	123,966	850	0.69	0.51

- 9.2 The interest achieved on internally managed investments was £0.850m or 0.69%. This return outperformed the benchmark seven-day rate by +0.18%.
- 9.3 As a further measure to mitigate and control risk following the financial crisis, the Authority determined to restrict investments to UK domiciled only banks and financial institutions in October 2008 resulting in an even smaller number of available counterparties to invest with. This policy was maintained in light of continued sovereign debt crises throughout Europe. The list of investments as at 31st March 2018 is attached at Appendix 3.

10. Debt Repayment/Rescheduling

- 10.1 Market conditions are constantly monitored for opportunities to repay or reschedule debt in line with good Treasury Management practice. Appraising the current portfolio, no such opportunities arose in 2018/19 which would be economically beneficial to the Authority.

Prudential & Treasury Management Indicators

Prudential Indicators	2017/18	2018/19	2018/19
	Actual	Budget	Actual
	£'000	£'000	£'000
Capital Expenditure			
GF	40,379	76,785	53,482
HRA	45,835	47,705	43,029
TOTAL	86,214	124,490	96,511
Ratio of financing costs to net revenue stream	%		
GF	6.75	5.9	6.2
HRA	16.44	15.23	14.77
Capital Financing Requirement			
GF	333,490	362,865	340,841
Credit Arrangements	1,898	453	778
HRA	151,068	159,004	151,916
TOTAL	486,456	522,322	493,535

Treasury Management Indicators	2017/18	2018/19	2018/19
	Actual	Budget	Actual
	£'000 or %	£'000 or %	£'000
Authorised limit for external debt	458,535	681,958	554,023
Operational boundary for external debt	458,535	641,958	554,023
Upper limit for fixed interest rate exposure	78.6%/ £360,535	100%/ £681,958	82.32%/ £456,023
Upper limit for variable interest rate exposure	21.4%/ £98,000	40%/ £272,783	17.68%/ £98,000
Upper limit for total principal sums invested for over 364 days	0	40,000	0

Maturity Structure of Fixed Rate Borrowing in 2018/19			
	Upper Limit %	Lower Limit %	Actual %
Under 12 months	60	0	0.7
12 months and within 24 months	60	0	0.5
24 months and within 5 years	60	0	0.1
5 years and within 10 years	90	0	9.7
10 years and above	95	15	89

The Treasury Management Prudential Indicators identified above as:

- Upper limit for fixed interest rate exposure
- Upper limit for variable interest rate exposure
- Upper limit for total principal sums invested for over 364 days
- Maturity Structure of fixed rate borrowing in 2018/19

are shown as at balance sheet date 31st March 2019, however it can be reported that none of the above limits were breached during 2018/19.

Treasury Management – Glossary of Terms

Annualised Rate of Return	Represents the average return which would have been achieved each year.
Authorised Limit <i>(can also be considered as the affordable borrowing limit)</i>	The authorised limit must be set to establish the outer boundary of the local authority's borrowing based on a realistic assessment of the risks. The authorised limit is certainly not a limit that an authority will expect to borrow up to on a regular basis. It is crucial that it is not treated as an upper limit for borrowing for capital expenditure alone since it must also encompass borrowing for temporary purposes. It is the expected maximum borrowing need, with some headroom for unexpected movement.
Bank Rate	The Official Bank rate paid on commercial bank reserves i.e. reserves placed by commercial banks with the Bank of England as part of the Bank's operations to reduce volatility in short term interest rates in the money markets.
Base Rate	Minimum lending rate of a bank or financial institution in the UK.
Basis Points (bp)	A basis point is 0.01 of 1% (100 bp = 1%)
Borrowing	In the Code, borrowing refers to external borrowing. Borrowing is defined as both:- <ul style="list-style-type: none"> • Borrowing repayable with a period in excess of 12months • Borrowing repayable on demand or within 12months
Capital Expenditure	The definition of capital expenditure starts with all those items which can be capitalised in accordance with the Statement of Recommended Practice (SORP). To this must be added any items that have/will be capitalised in accordance with legislation that otherwise would not be capitalised. Prudential indicators for current and future years are calculated in a manner consistent with this definition.

Capital Financing Charges (see financing costs also)	These are the net costs of financing capital i.e. interest and principal, premium less interest received and discounts received.
Capital Financing Requirement	The Capital Financing Requirement is simply the total outstanding capital expenditure, which has not yet been paid for from either revenue or capital resources. It is essentially a measure of the Council's underlying borrowing need.
CIPFA	The Chartered Institute of Public Finance and Accountancy. One of the leading professional accountancy bodies in the UK and the only one which specialises in the public services.
Counterparty	The organisations responsible for repaying the Council's investment upon maturity and for making interest payments.
Credit Rating	<p>This is a scoring system that lenders issue people with to determine how credit worthy they are.</p> <p>The Credit Rating components are as follows:</p> <ol style="list-style-type: none"> 1. The AAA ratings through to C/D are long-term rating definitions and generally cover maturities of up to five years, with the emphasis on the ongoing stability of the institution's prospective financial condition. AAA are the most highly rated, C/D are the lowest. This Council does not invest with institutions lower than AA- for investments over 364 days 2. F1/A1/P1 are short-term rating definitions used by Moody's, S&P and Fitch Ratings for banks and building societies based on their individual opinion on an institution's capacity to repay punctually its short-term debt obligations (which do not exceed one year). This Council does not invest with institutions lower than F1/A1/P1 for investments under 364 days.

Debt	For the purposes of the Code, debt refers to the sum of borrowing (see above) and other long-term liabilities (see below). It should be noted that the term borrowing used with the Act includes both borrowing as defined for the balance sheet and other long terms liabilities defined as credit arrangements through legislation.
Discounts	Where the prevailing interest rate is higher than the fixed rate of a long-term loan, which is being repaid early, the lender can refund the borrower a discount. This is calculated on the difference between the two interest rates over the remaining years of the loan, discounted back to present value. The lender is able to offer the discount, as their investment will now earn more than when the original loan was taken out.
Financing Costs	<p>The financing costs are an estimate of the aggregate of the following:-</p> <ul style="list-style-type: none"> • Interest payable with respect to borrowing • Interest payable under other long-term liabilities • Gains and losses on the repurchase or early settlement of borrowing credited or charged to the amount to be met from government grants and local taxpayers (premiums and discounts) • Interest earned and investment income • Amounts required in respect of the minimum revenue provision plus any additional voluntary contributions plus any other amounts for depreciation/impairment that are charged to the amount to be met from government grants and local taxpayers
Financial Reporting Standards (FRSs)	These are standards set by governing bodies on how the financial statements should look and be presented.
Investments	<p>Investments are the aggregate of:-</p> <ul style="list-style-type: none"> • Long term investments • Short term investments (within current assets)

	<ul style="list-style-type: none"> • Cash and bank balances including overdrawn balances <p>From this should be subtracted any investments that are held clearly and explicitly in the course of the provision of, and for the purposes of, operational services.</p>
IMF	International Monetary Fund
LOBO (Lender's Option/ Borrower's Option)	Money Market instruments that have a fixed initial term (typically one to ten year) and then move to an arrangement whereby the lender can decide at pre-determined intervals to adjust the rate on the loan. At this stage the borrower has the option to repay the loan.
London Inter-Bank Bid Rate (LIBID)	The interest rate at which major banks in London are willing to borrow (bid for) funds from each other.
Managed Funds	<p><u>In-House Fund Management</u> Surplus cash arising from unused capital receipts can be managed either by external fund managers or by the Council's staff in-house. The in-house funds are invested in fixed deposits through the money markets for periods up to one year.</p> <p><u>Externally Management Funds</u> Fund managers appointed by the Council invest surplus cash arising from unused capital receipts in liquid instruments such as bank certificates of deposit and government stocks. The fund managers' specialist knowledge should ensure a higher rate of earnings on the managed funds than would be otherwise obtained.</p>
Maturity	The date when an investment is repaid or the period covered by a fixed term investment.
Minimum Revenue Provision (MRP)	The amount required by statute to be principal repayment each year.
Monetary Policy Committee (MPC)	This is a body set up by the Government in 1997 to set the repo rate (commonly referred to as being base rate). Their primary target (as set by the Government) is to keep

	inflation within plus or minus 1% of a central target of 2% in two year time from the date of the monthly meeting of the Committee. Their secondary target is to support the Government in maintaining high and stable levels of growth and employment.
Money Market	<p>Consists of financial institutions and deals in money and credit.</p> <p>The term applied to the institutions willing to trade in financial instruments. It is not a physical creation, but an electronic/telephone one.</p>
Net Borrowing	For the purposes of the Code, net borrowing refers to borrowing (see above) net of investments (see above).
Net Revenue Stream	Estimates for net revenue stream for current and future years are the local authority's estimates of the amounts to be met from government grants and local taxpayers.
Operational Boundary	This is based on expectations of the maximum external debt of the authority according to probable not simply possible – events and being consistent with the maximum level of external debt projected by the estimates. It is not a limit and actual borrowing could vary around this boundary for short periods.
Other Long Term Liabilities	The definition of other long term liabilities is the sum of the amounts in the Council's accounts that are classified as liabilities that are for periods in excess of 12months, other than borrowing (see definition above).
Premature Repayment of Loans (debt restructuring/rescheduling)	A facility for loans where the Council can repay loans prior to the original maturity date. If the loan repaid has a lower interest rate than the current rate for a loan of the same maturity period the Council can secure a cash discount on the repayment of the original loan. If the loan replaced has a higher rate of interest than the current rate for

	a loan of the same maturity period, a cash penalty is payable to the lender.
Premia	Where the prevailing current interest rate is lower than the fixed rate of a long term loan, which is being repaid early, the lender can charge the borrower a premium. This is calculated on the difference between the two interest rates over the remaining years of the loan, discounted back to present value. The lender may charge the premium, as their investment will now earn less than when the original loan was taken out.
Prudential Code	The Prudential Code is the largely self regulatory framework outlined by CIPFA for managing/monitoring capital investment in local government.
Public Works Loan Board (PWLB)	A Government agency which provides loans to local authorities. Each year, it issues a circular setting out the basis on which loans will be made available. Loans can be either at a fixed rate or on a variable rate basis. They can be repaid on either an annuity, equal instalment of principal or maturity basis. The interest rate charged is linked to the cost at which the Government itself borrows.
Range Trade Accrual	A Callable Range Accrual is so called because it is callable or cancellable by the bank after the initial period, as above. However, where it differs, is that interest accrues only as long as Libor (London Interbank Offer Rate, or another independently derived and published benchmark rate) stays within a pre-agreed range. The lender can choose the range, the non-call period, the Libor they wish to use, the call periods and the potential return they wish to receive.. The bank has the right to cancel this trade after the first 3 months, and every 3 months thereafter. With a range trade, the lender is backing his judgement on interest rate movements and in exchange for that can achieve a significantly enhanced return. This is done as part of portfolio management. The risk of rates going above Libor on a small part of the portfolio (and therefore none, or little payment on a

	<p>range accrual) will be offset by the fact that the rest of the portfolio will be returning more than expected. The key risk to a callable range accrual is obviously that the contractual Libor rate goes outside the specified range. It is possible to mitigate this risk by analysing the historical behaviour of any specified Libor relative to base rate. By taking a view on expected base rate (which is done on all deposits), a lender can minimise exposure, and choose a range to match his risk appetite.</p>
Risk	<p><u>Counterparty Credit Risk</u> The risk that a counterparty defaults on its obligations.</p> <p><u>Inflation Risk</u> The risk that growth in the Authority's investment income does not keep pace with the effects of inflation on its expenditure.</p> <p><u>Interest Rate Risk</u> The risk that changes in rates of interest creates an unexpected or unbudgeted burden on the Council's finances.</p> <p><u>Liquidity Risk</u> The risk that cash will not be available when it is needed.</p> <p><u>Operational Risk</u> The risk of loss through fraud, error, corruption, system failure or other eventualities in Treasury Management dealings, and failure to maintain effective contingency management arrangements.</p> <p><u>Refinancing Risk</u> The risk that the Authority is unable to replace its maturing funding arrangements on appropriate terms.</p>
Set Aside Capital Receipts	<p>A proportion of money received by the Council for the sale of fixed assets must be set aside to repay debt.</p>
SORP	<p>Statement of Recommended Practice, published by CIPFA (Local Authority</p>

	Accounting Body). This sets out guidelines regarding the Council's financial matters.
Specified/Non Specified investments	Specified investments are sterling denominated investments for less than 364 days in line with statutory investment regulations. Non- specified investments are all other investments identified in line with statutory investment regulations.
Supranational Bonds	These are bonds issued by institutions such as the European Investment Bank and World Bank. As with Government bonds (Gilts) they are regarded as the safest bond investments with a high credit rating.
Temporary Borrowing and Investment	Loans which are capable of being repaid within one year. The term of the loans will be negotiated from overnight to 364 days.
Treasury Management	<p>Treasury Management has the same definition as in CIPFA's code of Practice of Treasury Management in the Public Services.</p> <p>"The management of the organisation's cash flows its banking, money market and capital market transactions; the effective control of the risks associated with those activities; and the pursuit of optimum performance consistent with those risks."</p>
Yield Curve	The line resulting from portraying interest rate graphically for a series of periods, e.g. 7days, 1month, 3, 6, 9, and 12months. When longer-term interest rates are higher than short-term rates the yield curve slopes upwards and is described as positive. When the opposite prevails the yield curve is referred to as inverse.

Portfolio of Investments 31st March 2019

Counterparty	£
Bank of Scotland	24,988,266.27
Santander Bank	10,300,000.00
DMO	17,000,000.00
Blaenau Gwent County Borough Council	3,000,000.00
Blackpool Borough Council	2,000,000.00
Cornwall Council	2,000,000.00
Conwy CBC	9,000,000.00
Coventry Building Society	3,000,000.00
Dumfries & Galloway DC	4,000,000.00
Eastleigh Borough Council	2,000,000.00
Goldman Sachs	14,000,000.00
Gosport Borough Council	3,000,000.00
Leeds City Council	2,000,000.00
London Borough of Enfield	3,000,000.00
London Borough of Newham	3,000,000.00
London Borough of Barking & Dagenham	4,000,000.00
North Lincolnshire Council	4,000,000.00
Reading BC	3,000,000.00
Salford City Council	3,000,000.00
Suffolk County Council	3,000,000.00
Telford & Wrekin Council	5,000,000.00
Thurrock Borough Council	16,000,000.00
Wakefield MBC	5,000,000.00
West Dunbartonshire Council	2,000,000.00
Total	147,288,266.27

Agenda Item 15.



Joint Report of the Presiding Member, Monitoring Officer & Head of Democratic Services

Council - 26 September 2019

Amendments to the Council Constitution

Purpose:	To make amendments in order to simplify, improve and / or add to the Council Constitution. A decision of Council is required to change the Council Constitution.
Policy Framework:	Council Constitution.
Consultation:	Access to Services, Finance, Legal & Constitution Working Group.
Recommendation(s):	It is recommended that: 1) The amendments to the Council Constitution as outlined in Paragraph 4 together with any further consequential changes be approved.
Report Author:	Huw Evans
Finance Officer:	Ben Smith
Legal Officer:	Tracey Meredith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 In compliance with the Local Government Act 2000, the City and County of Swansea has adopted a Council Constitution. From time to time it is necessary to review the Council Constitution in line with legislative requirements and to ensure good governance arrangements.
- 1.2 A number of issues have arisen since adoption and in order to maintain the aims, principles and procedures set out in Articles 1 and 15 of the Council Constitution, it is proposed that the amendments set out below should be made to the Constitution.
- 1.3 The terms of reference of the Constitution Working Group includes keeping under review the Council Constitution and to make appropriate recommendations for change.

2. Delegated Minor Corrections to the Council Constitution

2.1 Article 15 “Review and Revision of the Constitution” allows the Monitoring Officer to make changes / updates to the Council Constitution in relation to:

- a) Legislation;
- b) Changes to the Officer structure or changes of responsibility within the Officer Structure;
- c) The need to correct any administrative or typing errors.

2.2 The Monitoring Officer has not made any changes.

3. Amendments to the Council Constitution

3.1 This report outlines a suggested amendment to the Council Constitution. The amendment is within the following area of the Council Constitution:

- a) Part 3 “Responsibility for Functions” - “Policy Development Committees (PDCs)”.

4. Part 3 “Responsibility for Functions” - “Policy Development Committees (PDCs)”.

4.1 Council at its meeting on 25 July 2019, agreed the Terms of reference for the “Equalities & Future Generations Policy Development Committee”. At the first meeting of the Committee on 27 August 2019, the Committee agreed to ask Council to amend its terms of reference so as to also include “Climate Change”.

4.2 It is therefore proposed that the sixth Term of Reference be amended to read as follows (the words in bold and italics being added):

- “vi) To develop Council Corporate Priorities in relation to Equalities & Future Generations, ***including Climate Change.***”

6. Financial Implications

6.1 There are no financial implications associated with this report.

7. Legal Implications

7.1 There are no legal implications associated with this report.

8. Equality and Engagement Implications

8.1 There are no equality & engagement implications associated with this report.

Background Papers: None

Appendices: None.

Agenda Item 16.



Report of the Cabinet Member for Business Transformation & Performance

Council – 26 September 2019

Membership of Committees

Purpose:	Council approves the nominations/amendments to the Council Bodies.
Policy Framework:	None.
Consultation:	Political Groups.
Recommendation:	It is recommended that: 1) The amendments to the Council Bodies listed in paragraph 2 be approved, and the changes made in paragraph 3 be noted.
Report Author:	Gareth Borsden
Legal Officer:	Tracey Meredith
Finance Officer:	N/A
Access to Services Officer:	N/A

1. Introduction

- 1.1 Meetings of Council regularly agree and amend the membership of the various Committees/Council Bodies as reflected in the lists submitted by the Political Groups.

2. Changes to Council Body Membership

- 2.1 The political groups have indicated that they have changes to the following Council Bodies:

Planning Committee

Remove Councillor S M Jones
Add Councillor M H Jones

Equalities & Future Generations Policy Development Committee

Remove Conservative Vacancy
Add Councillor D W Helliwell

Poverty Reduction Policy Development Committee

Remove Councillors D W Helliwell & L R Jones

Add Conservative Vacancies

3. Outside Bodies

- 3.1 The Leader has made the following amendments to the following outside body:

Swansea Bay Community Health Council

Remove Councillors H M Morris & M Sykes

Add Councillors V M Evans & P B Smith

4. Financial Implications

- 4.1 There are no financial implications associated with this report.

5. Legal Implications

- 5.1 There are no legal implications associated with this report.

Background Papers: None

Appendices: None

Agenda Item 17.



Council – 26 September 2019

Councillors' Questions

Part A – Supplementaries

1 **Councillors Irene Mann and Peter May**

There is growing concern regarding the potential impact of 5G on pollinators and consequent effect on bio diversity.

Will the Cabinet Member consider a cross party working group to focus specifically on this concern and the potential impact 5G might have on health.

Response of the Cabinet Member for Environment & Infrastructure

Officers from the Pollution Control and Private Sector Housing Team and the Nature Conservation Team have been consulted regarding this question. A lot of concern has been raised by organisations such as 'buglife' and EKLIPSE (Knowledge & Learning Mechanism on Biodiversity & Ecosystem Services) which have concluded that there is **“an urgent need to strengthen the scientific basis of the knowledge on EMR (electromagnetic radiation) and their potential impacts on wildlife. In particular, there is a need to base future research on sound, high-quality, replicable experiments so that credible, transparent and easily accessible evidence can inform society and policy-makers to make decisions and frame their policies.”**

These organisations have highlighted that they feel there is an 'evidence gap' with limited number of research studies being carried out. Their concern relates to the potential impact on insects because of the frequency and density of the EMR which has a direct impact on their bodies and can affect their sensory perception and ability to navigate; there is however very little conclusive research evidence to date to prove this.

The Council does have a duty under the Environment (Wales) Act 2016 to maintain and enhance biodiversity and also has included a reference to 5G within its LDP: *5.2.10 New technologies such as 5G will result in the densification of mobile infrastructure particularly in urban areas which could require more small cell sites in street settings. The planning system will need to respond positively to this evolution in technology whilst being mindful of the impacts on amenity and the historic environment.*

In response to the question of setting up a cross party working group to look at this, whilst I am not against that in principle, I do not believe there is any merit in it at this time.

2

Councillors Chris Holley, Jeff Jones & Mary Jones

Will the Leader tell Council if there are any special conditions attached to the foundation works that are currently taking place alongside the LC for the new developments.

Response of the Leader

The Planning and Listed Building Consent approvals for the Swansea Central Project include a number of pre commencement conditions in relation to the groundworks and piling that is current underway in the vicinity of the LC.

The outline planning permission granted for the Swansea Central Project ref 2017/0648/out including the new Arena / undercroft car park / coastal parkland adjacent to the LC incorporated a number of pre-commencement planning conditions including (condition numbers in brackets):

- Risks from contamination (13);
- Piling / foundation design in relation to ground water (17);
- Construction site waste management plan (23);
- Construction environmental management plan (including noise and vibration) (24);
- Construction method statement (25);
- Archaeological watching brief (26 & 27); and
- Arboricultural method statement (34).

The details required by these pre-conditions in respect to the Phase 1 (south side of Oystermouth Road) have been submitted, assessed and discharged. This has included consultation with the relevant internal officers and Natural Resources Wales as appropriate. The information to discharge these conditions and reports setting out the consideration/ approval can be found on the Council planning web site.

The development is proceeding in accordance with the approved details.

The Listed Building Consent (ref 2018/1823/LBC) for works to the grade II listed GWR revetment wall that forms part of the Swansea Central Project was granted by the Welsh Ministers and included a number of pre commencement conditions:

- Details of repairs to GWR revetment wall and stabilisation works (5);
- Method statement for the removal and re-use of stonework (6) and
- Archaeological watching brief (8)

The details required by these pre-commencement conditions have been submitted to Cadw who act on behalf of the Welsh Ministers to discharge Listed Building Consent conditions in relation to Council owned listed buildings/ structures. These pre-commencement conditions have been agreed/ discharged by the Cadw Historic Building Inspector and the work on site is proceeding in accordance with these approved details.

3 Councillors Wendy Fitzgerald, Mary Jones & Chris Holley

At a previous meeting of Council the Cabinet Member indicated that the science around 5G would be explored in more depth and that Councillors would be briefed accordingly. Could an update be provided as to what progress has been made towards this goal and could the Cabinet Member inform Council whether the telecoms industry, or any organisation involved with the installation of 5G, has provided the Council with information regarding the timing and location of 5G activation in Swansea.

Response of the Cabinet Member for Environment & Infrastructure Management

Officers have been in contact with Public Health Wales regarding the 'science around 5G', they have provided the following response:

- 5G Technology is at an early stage and current technical standards utilise ICNIRP (International Commission on Non-Ionizing Radiation Protection) guidelines in application to products. UK network operators are already committed to complying with ICNIRP principles.
- Frequencies being discussed for future use by 5G are around ten times higher than those currently in use, up to a few tens of GHz (Giga Hertz). ICNIRP guidelines apply up to 300GHz
- Recent research has focused on exposure to existing frequencies in use with fewer studies being carried out at the higher frequencies; the biophysical mechanisms that govern the interaction between radio waves and body tissue are well understood and the basis of the ICNIRP restrictions.
- Higher frequencies (5G) would mean less penetration of radio waves and absorption in body tissues and any consequent body heating more confined to the body surface.
- It is possible that there may be a small increase in overall exposure to radio waves when 5G is added to an existing network or in a new area. However, the overall exposure is expected to remain low relative to guidelines and as such there should be no consequences for public health.
- The Chief Transformation Officer (Sarah Caulkin) has confirmed that Vodafone are holding a 5G event at the Liberty Stadium on the 18th September. At this time the Council is unaware of a dates for 5G implementation or whether there is any obligation on the Telecoms Industry to notify the Council, give the National approval for 5G.
- There is also another meeting between the Council and Vodafone being held in October.

4 Councillors Lyndon Jones & Myles Langstone

We understand that there is a big push from both Oxford & Cambridge Universities to encourage students from state schools across the UK to study at both universities. Over the past 3 years how many students from Swansea schools have been successful at getting accepted at either university. Which schools and colleges from Swansea are the most successful.

Response of the Cabinet Member for Education Improvement, Learning & Skills

Unfortunately the Seren network does not hold this information.

The table below summarises the information we have been able to gather on the numbers accepted to Oxford and Cambridge:

	Gower College	Olchfa	Gwyr	Bryn Tawe	Gowerton	Bishop Gore	Morrison	Bishop Vaughan
2019	11	1	1	0	0	1	0	0
2018	5	1	0	0	0	2	0	1
2017	6	0	0	0	0	0	0	0

However, it would be unfair to gauge success from these numbers due to different cohort sizes and grade profiles of learners.

5 Councillors Mike Day, Mary Jones & Lynda James

Can the relevant Cabinet Member(s) state what objectives have been set for Community Development and Community Engagement for the next two years.

Response of the Cabinet Member for Better Communities

Our Community Action principles are as follows:

- Participation - *We will involve people at the start to find out what they need*
- Partnership - *We will bring together the right people – what matters is working together to meet needs*
- Ownership - *We will be open and transparent in our work*
- Self-determination - *We will support people to work independently that will taper off over time*
- Inclusion - *We will work to ensure that everyone’s voice can be heard and can contribute*
- Empowerment - *We will respect and appreciate people for the contribution that they make*

There are many examples of community engagement which will continue over the next 2 years, some examples are listed below:

Swansea Council's Life Stages Team run participation and engagement events called The Big Conversation throughout the year as mechanisms to ensure that the voices of all citizens in Swansea are listened to, and as a result can potentially affect change. Other council departments also work with The Life Stages Team to find out participants’ views of certain topics that are relevant to their field of work.

	<p>The work covers Big Conversations for 5-10 year olds, 11-18 year olds, and specific events for looked after children along with intergenerational Big Conversations for community members over the age of 7.</p> <p>We are currently in the process of establishing a Swansea Poverty Truth Commission. The Commission will bring together Swansea's key decision makers and people with direct lived experience of poverty to work together towards overcoming poverty, making sure that those affected by decisions are involved in the decision-making process.</p> <p>Other elements of community engagement takes place through Safer Swansea and Community Cohesion with interfaith events.</p> <p>The Housing Department hold regular community engagement events with residents.</p> <p>Local Area Coordinators work to help communities become more welcoming, inclusive, confident and connected. They encourage local citizens to take action, letting them take the power and decision making, and it's this which builds strength and long term resilience in communities.</p> <p>Throughout Social Services we work on a co-productive approach. Co-production builds on existing methods of community engagement such as public user involvement but aims to go further by supporting shared decision making. It is based on a set of values that underpin genuine engagement, equality of partners and that everyone's voice is heard. Co-production recognises that everyone has different skills and has a direct influence on decision making.</p> <p>There are no specific objectives around community development or community engagement as we work towards working co-productively objectives will be defined by working in this way.</p>
6	<p>Councillors Peter May & Irene Mann</p> <p>This question is about the proposed modifications to the Broadway interchange:</p> <ol style="list-style-type: none"> a. It has been quoted that the scheme will cost approximately £1 million. The Welsh Government grant has been stated as £750,000. How will the shortfall be funded. b. What data has been collected for the volume and timing of vehicles travelling between Glanmor Road and Townhill Road via Lon Cwmgwyn and Lon Cynfor. Has the traffic modelling exercise included data on the increased use of this single track rat run and if so what was it. c. What data has been collected for the volume and timing of vehicles travelling between Townhill Road and Elphin Crescent via Lon Ger Y Coed and Lon Coed Bran. Has the traffic modelling exercise included data on the increased use of these single track rat runs due to the proposed elimination of the right turn from Townhill Road to Cockett Road and if so what was it. d. What data has been collected on the likely increase of head on vehicle confrontations in the single track Lons as a result of vehicle displacement due to the scheme and what road safety measures are the council putting into the scheme to mitigate this. e. What date was the data collected that led to the figure that 340 vehicles were using the right turn over a 19 hour period from Townhill Road to Cockett Road. Was it post June 2018 when UWSTD had vacated the campus which would

	<p>have made this figure lower than a true estimate. What calculations have been made to take into account extra vehicle movements due to the 160 unit development on the site, in particular the extra displacement along Lon Coed Bran and Lon Ger Y Coed.</p> <p>f. What period of statutory formal consultation will take place with residents prior to work starting on the scheme. If there is no statutory consultation, then why not.</p> <p>Response of the Cabinet Member for Environment & Infrastructure Management</p> <p>The scheme will be funded by a combination of Welsh Government grant funding, s106 contributions and match funding.</p> <p>The project is focused on improving movement of all road users along the Cockett Road Corridor, to alleviate predicted traffic growth as part of the LDP proposals and expected traffic growth up to the year 2030. It is anticipated that with increased capacity and reduced journey times along the main arterial routes, that levels of rat running through side roads will decrease.</p> <p>Following the recent public drop in session, officers are currently evaluating what local concerns can be accommodated as part of the overall project and I will shortly announce these proposed additional benefits.</p> <p>The Strategic Traffic Model was created prior to June 2018. This is a highway assignment model which is used to assess the overall effects of changes to land use and the implementation of highway improvements in terms of how travellers can be expected to use the highway network.</p> <p>This uses the most modern and accurate methods to quantify countywide trip origin and destination data both by private car and public transport. The current year model is then validated against on street vehicle counts and public transport usage data to prove accuracy of the model outputs.</p> <p>The projected traffic movements that have been used to inform the design solution have taken into account all current committed developments, those proposed within the LDP and projected traffic growth up to the year 2030. Therefore, it is considered that the assessment of traffic numbers is robust.</p> <p>All statutory formal consultation will be undertaken. I am most grateful for the input from well over 100 residents who attended the drop in session. Their comments and suggestions are currently being evaluated.</p>
7	<p>Councillors Mike Day, Jeff Jones & Lynda James</p> <p>Will the relevant Cabinet Member(s) tell Council what contribution libraries have in delivering Better Communities and will he/she give Council an update on the review of the Library service.</p> <p>Response of the Cabinet Members for Better Communities / Investment, Regeneration & Tourism</p>

The ways in which our Library Service makes a contribution to delivering Better Communities includes the following (some examples are cross-cutting);

Digital Inclusion;

- Free public access PCs, printing/scanning, internet, wifi and digital resources including ebooks and periodicals, access to databases and information resources – for all ages.
- Homework clubs utilising these resources (and print resources)
- Working with Council digital inclusion colleagues to recruit people to Get Swansea Online and host courses and promote other IT learning resources such as Good Things Foundation 'Learn My Way' as well as hosting courses delivered by external partners such as local colleges.
- Partner with external organisations (3rd sector and independent sector) to help the public access free support to develop IT skills e.g. Discovery 3 and Digital Communities Wales.
- Hosting workshops and information sessions on online security and safety for adults and children.
- Registered as an assisted digital centre for Visa applications.

Poverty Reduction and Welfare Rights;

- Provide a venue for employment schemes and clubs to meet e.g. Workways and Communities for Work to meet clients
- Members of the Financial Inclusion Steering Group.
- Promoting, publicising and hosting anti-poverty initiatives such as 'Beat the Bills', Debt Panic Button and the NEST scheme.
- Assistance with accessing online applications for Universal Credit and other information and support or signposting to customers to partners who can further support and help them acquire the skills to gain and maintain sustainable employment e.g. CAB, Welfare Rights etc.
- Providing free family activities and resources e.g. loans of books, multimedia, lego clubs, craft, reading challenges and working with the Childrens Playteam to provide access to board games games.

Community Hubs, Service Protection & Building Rationalisation;

- Clydach Library was a pilot site for Services in Community
- Currently working with the DHO in Gorseinon to provide alternative accommodation within the library.
- Shared sites with community centres and schools e.g. Townhill, St Thomas and Penlan
- Work with Friends of Pennard Library to improve the fabric of the building.

Adult Lifelong Learning;

- Hosting regular courses and lectures or talks by local educational establishments or organisations e.g. Swansea University DACE and Lifelong Learning (and see digital inclusion above)
- Providing study space and access to digital resources (see digital inclusion)
- Provision of books and access to an all Wales resource for interlibrary loans
- Delivering workshops and surgeries to make best use of Library resources for learning and pursuing interests and hobbies e.g. Family History Surgeries
- Working with partners on grants and projects to deliver joint educational opportunities for community benefit e.g. partnering on the Centenary of Swansea Football Club and the World of Welsh Copper projects with Swansea University and currently working on a bid for Carnegie UK Trust: Engaging Libraries funding for public engagement with research into happy and healthy communities.

Litter and Community Cleansing and Sustainable Swansea;

- Establishing managed litter-picking hubs for Keep Wales Tidy at 3 (+1) sites in priority areas as part of the Caru Cymru project
- Providing free water and bottle filling stations.

Localised services and Access to Services;

- Provide free and publicly accessible buildings in 17 communities across Swansea – often operating outside of core Council office hours and after school and in school holidays.
- Access point for waste services curb side collection materials i.e. waste bags and caddies etc.
- See reference to Clydach pilot of Services in the Community.

Examples of other relevant partnerships (internal and 3rd sector and statutory)

- 'Bookstart – Books for Babies' with Early Language Development Team/Best Start Swansea and HB Health Visitors.
- Swansea Bay University Health Board (particular primary care clusters and Libraries), Age Cymru and Dementia friendly Swansea for healthy lifestyle classes and activities and information on local services and patient information.
- Cymraeg i Blant sessions and Rhyme times with Mentre Iaith.
- Cuppa with a Copper with police Neighbourhood Teams/PCSOs.
- And providing meeting space and venues for local community groups to meet and provide activities for the wider community e.g. Local History Groups, arts groups and sensory impairment groups e.g. RNIB audiobook reading group

We are able to supply case studies and Have Your Say testimony from customers who have benefited from these services and the outcomes that have achieved.

With regard to the Libraries Review, there have been several iterations informed mainly by the need to drive down costs in order to create a sustainable budget, with savings realised year on year. The latest iteration, to standardise opening hours according to demand, has been implemented and is now part of normal operating

	<p>procedures. Future considerations for the service will be informed by wider strategies for asset rationalisation, including future plans for the Civic Centre and community based services, as yet to be determined.</p>
8	<p>Councillors Chris Holley, Jeff Jones & Peter Black</p> <p>Will the Leader tell Council if he or our Planning department have had any information regarding major developments that may be taking place along the Fabian Way corridor including any in Neath and Port Talbot area.</p> <p>Response of the Cabinet Member for Delivery</p> <p>The Planning Section of Swansea Council have recently been consulted by Neath Port Talbot County Borough Council on a planning application submitted by Swansea University for 3 / 4 storey office building on land adjacent to Ffordd Amazon, which will serve as the National Headquarters of Active Building Centres UK. The submitted application indicates that the vision for the building is to build upon the success of the Specific Innovation and Knowledge Centre which is developing and integrating solar energy technologies to demonstrate active building concepts at scale. The Active Building Centre will be a UK Centre of Excellence, leading activity to drive the market adoption of buildings that can generate and store their own energy, termed 'active buildings'. The planning application has yet to be determined by Neath Port Talbot County Borough Council and can be accessed on their website under their ref: P2019/5148.</p>
9	<p>Councillors Wendy Fitzgerald, Gareth Sullivan & Graham Thomas</p> <p>Would the Cabinet Member confirm that in order for a prosecution to proceed a person dropping litter has to be identified and/or his/her address confirmed.</p> <p>Response of the Cabinet Member for Environment & Infrastructure Management</p> <p>If a Fixed Penalty Notice for dropping litter is not paid, resulting in the matter being put forward for a prosecution, the Court requires a full name, date of birth and home address (or address subject is known to regularly frequent).</p>
10	<p>Councillors Chris Holley, Gareth Sullivan & Gordon Walker</p> <p>Will the Leader tell Council if any discussions have taken place between the Council and Associated British Ports about the future of Swansea Docks and the activities that lay within the docks area.</p> <p>Response of the Leader</p> <p>Council officers attended a meeting with ABP in July 2019. The meeting discussed infrastructure refurbishment works and officers agreed to help explore whether external funding opportunities might be eligible to support their investment opportunities. It was also agreed that future development master planning for the docks area would involve early inputs from the Council's planning officers and further dialogue will follow.</p>

11	<p>Councillors Wendy Fitzgerald, Kevin Griffiths & Mary Jones</p> <p>The short term free parking previously located at the Mariner Street car park for picking up or dropping off rail passengers is no longer available. Alternative arrangements are supposedly in place at the High Street multi-storey car park but there is nothing at the pay machines to indicate how a driver can exit this car park without first purchasing a ticket. Could the Cabinet Member advise when appropriate notices and systems will be put in place so that it is made clear that short term free parking still remains available to rail users.</p> <p>Response of the Cabinet Member for Environment & Infrastructure Management</p> <p>Currently, customers are able to enter High Street Multi Storey car park and exit within a 20 minute grace period. Due to a technical problem the 30 minute grace period enjoyed within the previous Mariner Street car park is unable to be replicated automatically, however, an interim solution is in place.</p> <p>This issue will be resolved with the introduction of a new car park operating system in due course. Signing is being erected within the car park to inform customers of this issue.</p>
	<p>Part B – No Supplementaries</p>
12	<p>Councillors Mike Day, Cheryl Philpott & Susan Jones</p> <p>Will the relevant Cabinet Members tell Council what examples there are of Community Caretakers schemes in place, or planned, in Swansea. What funding is available for such schemes. How can communities request such schemes.</p> <p>Response of the Cabinet Member for Better Communities</p> <p>Community Caretaker Schemes are a volunteering scheme where members of the public can volunteer as a Community Caretaker, borrow equipment and help to make the local community to become a better place. A Community Caretaker is a volunteer who gives up their spare time to help the community.</p> <p>We do not have any Community Caretaker schemes in Swansea and the only example we can find of a scheme of this kind is in Dover, however we do run similar type of schemes in Swansea, some examples are below.</p> <p>SCVS run the Volunteering Centre in Swansea and link to Volunteering Wales. If communities were interested in running such as scheme SCVS could assist as direct to avenues for community groups to access funding for this type of activity.</p> <p>Local Area Coordinators help build relationships within communities supporting people to stay strong and connected, access information in a variety of way, find practical ways of doing the things, develop and use personal and local networks and be part of and contribute to their community.</p> <p>Community Development Officers support the voluntary management committees to Community Centres and Friends of Parks/Open Spaces for example. Community centres are run by voluntary management committees and supported by development officers.</p>

13	<p>Councillors Chris Holley, Mike Day & Gareth Sullivan</p> <p>Given the amount of building and refurbishment taking place in Swansea, can the Cabinet Member tell Council how many skip licences have been issued in each of the last 2 financial years, and the period since April 2019. What are the arrangements for ensuring compliance. How many fines have been levied for non-compliance over the same period.</p> <p>Response of the Cabinet Member for Environment & Infrastructure Management</p> <p>1262 Skip licences were issued in 17-18, 1266 in 18/19 and 589 to date in 19/20. Unlicensed skips 17/18 only one total £156, none 18/19 or this year to date.</p> <p>This is a reactive service only, A list is maintained of all licenced skips which staff use to check skips as they are noted. We work with most companies so illegal skips are rare. If they are checked and found non-compliant a retrospective licence is issued (at increased cost) or the skip is removed and where possible recharged.</p>
14	<p>Councillors Mike Day, Mary Jones & Graham Thomas</p> <p>What facilities does Swansea have for the collection and disposal of surplus electronic devices, such as mobile phones, computers, etc. What happens to such equipment and what costs are incurred or income is generated from such items.</p> <p>Response of the Cabinet Member for Cabinet Member for Business Transformation & Performance</p> <p>Digital and Transformation Services have commissioned a service from a company who collect, securely wipe devices of data and then disposes of them securely either by stripping and recycling parts or selling the equipment on. They are fully certified and highly secure. The current arrangement provides Swansea Council with an account, which is currently in credit, and allows the Council to pay for the collection and wiping of data securely and receiving a credit for any recycled parts that are sold.</p>
15	<p>Councillors Chris Holley, Mary Jones & Jeff Jones</p> <p>Will the Leader/Cabinet Member tell Council how many staff are employed by this Council, how many are in each Directorate along with the sickness levels in each department and if there are any reasons for the increase in the number of employees off with work related problems.</p> <p>Response of the Cabinet Member for Business Transformation & Performance</p> <p>Staff numbers and FTE's are a constantly moving feast, as are departmental structures, the most material being the cessation of the single department of People. I have used the most up to date data which is the end of August for non-schools based staff and the end June for schools based staff (given the summer holiday closure).</p>

**Full Time Equivalents
(FTE's)**

	2019	2018
Place	2,311	2,412
Resources	563	581
Education (exc Schools)	621	577
Social Services	1,558	1,660
 Schools	 3,846	 3,842

FTEs are reducing across the majority of business areas as austerity continues to bite but the number is relatively static in schools. The increase in Education is primarily related to Catering & Cleaning where there has been a TUPE transfer of staff and where additional hours have been extended to current staff where posts are not filled and there is a business need therefore increasing the overall FTE figure.

Snapshot sickness levels are as follows:

	Total Sick Days	
	Aug-19	Aug-18
Place	3,390	3,007
Resources	420	315
Education (exc Schools)	1086	371
Social Services	2,444	2,775
	Jun-19	Jun-18
Schools	3,935	2,944

Sickness is materially up across the board. However there is a reduction within Social Services and the majority of instances remain recorded as not work related.

NB Regarding the large increase in Education, it should be noted that in March 2019 a system issue with 2018 data reporting was identified and therefore the data does not provide a full picture across the Business area for this period. This has now been rectified.

Those currently recorded as directly work related (based on self-certification/disclosure by the employee) are as set out below. The figures reflect that there has been a reduction across the majority of areas including a reduction in work related stress absences.

Recorded Absences due to Work Related matters

	2019	2018
Place	21	31
Resources	0	3
Education (exc schools)	9	3
Social Services	17	24
Schools	1	3

	<p>Mitigating Actions</p> <p>To support the Council in mitigating sickness absence, the HR&OD team are consulting with Trade Unions on a revised Management of Attendance Policy. We are also working closely with Service Units and Directorates particularly in areas of high absence to support management of absence.</p> <p>Our Occupational Health team continue to provide a range of support for Managers and employees in the management of sickness issues.</p>
16	<p>Councillors Wendy Fitzgerald, Susan Jones & Jeff Jones</p> <p>Could the Cabinet Member advise whether there is a health and safety reason that requires petrol service stations to supply disposal plastic gloves for optional use by customers.</p> <p>Response of the Cabinet Member for Environment & Infrastructure Management</p> <p>The provision of gloves at petrol stations is not a health and safety requirement, they are provided as a courtesy to protect customers from fumes/odour and dirt and to prevent their transfer into the vehicle.</p>