

**Notice of Meeting**

You are invited to attend a Meeting of the

**Swansea Bay City Region Joint Committee**

**At:** Remotely via Microsoft Teams  
**On:** Thursday, 14 January 2021  
**Time:** 10.30 am  
**Chair:** Councillor Rob Stewart (Swansea Council)

**Watch Online:** <https://bit.ly/37hUxi8>

**Membership:**

**Councillors:**  
Emlyn Dole Carmarthenshire Council  
Rob Jones Neath Port Talbot Council  
David Simpson Pembrokeshire Council

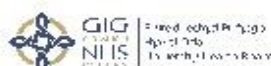
**Co-opted Non-Voting Representatives:**

Maria Battle Hywel Dda University Health Board  
Chris Foxall Interim Chair of Swansea Economic Strategy Board  
Professor Medwin Hughes/ University of Wales Trinity Saint David  
Ray Selby University of Wales Trinity Saint David  
Steve Wilks Swansea University  
Emma Woollett Swansea Bay University Health Board

**Agenda**

**Page No.**

- 1 Apologies for Absence.**
- 2 Disclosures of Personal and Prejudicial Interests.**  
[www.swansea.gov.uk/disclosuresofinterests](http://www.swansea.gov.uk/disclosuresofinterests)
- 3 Minutes.** **1 - 5**  
To approve & sign the Minutes of the previous meeting(s) as a correct record.
- 4 Announcement(s) of the Chair.**



**5 Public Questions**

Questions must relate to matters on the open part of the Agenda of the meeting and will be dealt with in a 10 minute period.

**6 Swansea Bay City Deal Funding Award.**

**6 - 22**

**7 Accounting Officer Review (AOR) Action Plan.**

**23 - 31**

**8 Swansea Bay City Deal Programme / Project(s) Update. (Verbal)**

**Next Meeting:** Thursday, 11 February 2021 at 10.30 am



**Huw Evans**

**Head of Democratic Services**

**Friday, 8 January 2021**

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**Contact: Democratic Services - 01792 636923**



**14 Disclosures of Personal and Prejudicial Interests.**

In accordance with the Code of Conduct adopted by the City & County of Swansea, no interest(s) were declared.

**15 Minutes.**

**Resolved** that the Minutes of the Swansea Bay City Region Joint Committee held on 12 November 2020 be signed and approved as a correct record.

**16 Announcement(s) of the Chair.**

**1) Karen Jones – Chief Executive of Neath Port Talbot Council**

The Chair of the Committee, congratulated Karen Jones on her appointment as Chief Executive of Neath Port Talbot Council and welcomed her to the meeting.

**17 Public Questions**

There were no public questions.

**18 Digital Infrastructure Business Case - with Economic Strategy Board Feedback.**

The Digital Infrastructure Programme Manager (Gareth Jones) submitted a report which sought consideration of feedback from the Economic Strategy Board on the Digital Infrastructure Programme and to approve the formal submission of the five-case model business case to the UK Government and Welsh Government for approval. The report also sought authority to grant the Programme's Senior Responsible Owner (SRO) delegated powers to make any minor amendments to the business case as necessary to obtain that approval.

**Resolved** that:

- 1) The formal submission of the Digital Infrastructure five-case model business case to the UK and Welsh Government for approval be agreed.
- 2) Delegated Authority be granted to the Programme's Senior Responsible Owner (SRO) to make any minor amendments to the business case as necessary to obtain that approval.

**19 Monthly Programme / Projects Update.**

The Swansea Bay City Region Programme Director (Jonathan Burnes) submitted a report which provided an update on the Programmes / Projects forming part of the City Deal Programme:

**Digital Infrastructure**

- i) Business Case on the Joint Committee agenda.

- ii) Preparation for resource recruitment under way.
- iii) Risk around policy decisions from Welsh Government - Public Sector Broadband Aggregation (PSBA).
- iv) Risk around a lack of telecoms suppliers with the necessary ability to deploy.

### **Skills and Talent**

- i) Business case being developed.
- ii) Workshop is planned with the Project Leads to review the Business Plan and strengthen the Economic Case.
- iii) Business Plan submission to Joint Committee for consideration in the New Year.
- iv) Risk around the delay of implementing the delivery of the Skills and Talent programme impacting on the delivery of skills required by approved projects.

### **Homes as Power Stations (HAPS)**

- i) Submitting updated Outline Business Case (OBC) to Portfolio Management Office (PoMO) prior to Christmas and then onto Welsh Government & UK Government for approval.
- ii) Gateway review completed June 2020, economic Case revised.
- iii) Pathfinder development at Neath complete.
- iv) Third party funding agreements to be developed / agreed for two HAPS funds.
- v) Planning a workshop with key stakeholders to develop the brand.
- vi) Risk around being unable to appoint a project team until approval of Business Case.
- vii) Recruitment of Project Manager (PM).

### **Swansea City & Waterfront Digital District**

- i) Work is advancing on iconic bridge linking the Arena site with Swansea City Centre to be put in place early 2021.
- ii) Letting discussions to be had on ancillary commercial space at the Arena.
- iii) Construction tender for 71/72 The Kingsway to be analysed.
- iv) Cabinet decision on 71/72 The Kingsway planned for Q4 2020 now has been pushed back to Q1 2021.
- v) Pre application discussions on planning for Box Village to be had. Box Village has been rebranded to the Innovation Matrix.
- vi) Risk around the effect of Covid-19 on construction, including programme slowdown and impact on costs.

### **Pentre Awel**

- i) Business Case has been submitted to Welsh Government & UK Government.
- ii) Engagement taken place with Welsh Government. Need further session with recently appointed City and Growth Deal representatives from UK Government.
- iii) Risk around potential loss of engagement by academic and health partners due to delay.

### **Pembroke Dock Marine (PDM)**

- i) Positive engagement with Welsh European Funding Office (WEFO).
- ii) Pembroke Dock Infrastructure (PDI) and Marine Energy Test Area (META) Phase 2 planning applications are both imminent.

- iii) The Portfolio Management Office (PoMO) have offered to support Pembrokeshire Council / PDM in establishing formal project governance.
- iv) Risk around the ability to continue to deliver commitments while project funding agreements are being finalised.

### **Supporting Innovation & Low Carbon Growth**

- i) Swansea Bay Technology Centre – Royal Institute of British Architects (RIBA) Stage 5 construction commenced
- ii) Business Case revisions under way, particularly around the economic case and will be submitted formally to Portfolio Management Office (PoMO) before Christmas.
- iii) Critical Friend Review action plan in delivery phase.
- iv) Air Quality monitoring sensors purchased at risk prior to Business Case approval.

### **Campuses**

- i) Zoning and outline floorplans completed for Phase I at Singleton and Morriston.
- ii) Development of new skills provision under way.
- iii) Plan to finalise feasibility studies with architects and cost consultants.
- iv) Commercial arrangements between City & County of Swansea and the Health Board to be finalised.
- v) Risk around the impact of Covid-19 economic downturn on securing co-investment from the private sector.

### **Resolved that:**

- 1) The Programme / Project updates be noted.

## **20 Q2 Financial Monitoring.**

The Swansea Bay City Region Section 151 Officer (Chris Moore) submitted a report which informed of the year end forecast outturn position in respect of the Portfolio Management Office (PMO), Accountable Body, Joint Committee and Joint Scrutiny Committee administration functions.

### **Resolved that:**

- 1) The Budget Monitoring report of the Swansea Bay City Region be received and reviewed.

## **21 Regional Levelling Up Prospectus. (Verbal)**

The Chair of the Economic Strategy Board (ESB) gave a verbal report seeking permission to create a Regional Levelling Up Prospectus or Ambition Plan.

**Resolved that:**

- 1) The Economic Development Regional Directors in consultation with the Swansea Bay City Region Programme Director create a Regional Levelling Up Prospectus / Ambition Plan.

The meeting ended at 3.30 pm

**Chair**

# Agenda Item 6



Swansea Bay City Region Joint Committee - 14 January 2021

## Swansea Bay City Deal Funding Award

|                           |  |
|---------------------------|--|
| <b>Purpose:</b>           | To inform the Joint Committee of the UK and Welsh Government Funding award letter and associated Terms and Conditions.                             |
| <b>Policy Framework:</b>  | Swansea Bay City Deal Joint Committee Agreement.   |
| <b>Recommendation(s):</b> | It is recommended that:<br><br>1) The Joint Committee review the UK and Welsh Government Funding Award letter and associated Terms and Conditions. |
| <b>Report Author:</b>     | Chris Moore  |
| <b>Finance Officer:</b>   | Chris Moore  |
| <b>Legal Officer:</b>     | Tracey Meredith  |

### 1. Introduction

- 1.1 The purpose of this report is to inform the Joint Committee of the Terms and Conditions associated with the Award of funding by UK and Welsh Government in respect of the second and third tranche of funding for the Swansea Bay City Region City Deal (SBCRCD).

### 2. Background

- 2.1 The Welsh Government and the UK Government have committed to provide capital grant funding totalling £241 million to support the Swansea Bay City Region City Deal (SBCRCD). Of this total, £125.4 million is to be contributed by the Welsh Government and £115.6 million by HM Treasury. The release of any funding is to be managed via the Welsh Government on behalf of both governments.
- 2.2 The Swansea Bay City Deal Award of Funding and associated terms and conditions were received by the region on the 16<sup>th</sup> December 2020 (Appendix 1) and provide for the release of funding of up to **£36.0 million** in 2020-21 for the SBCRCD.



- 2.3 The Funding relates to the period 1 April 2020 to 31 March 2021 (relating to years 2019/20 and 2020/21) and will be paid in two instalments relating to the applicable years. The first instalment of £18.0 million will be claimed immediately and the second instalment of £18.0 million must be claimed by 28 February 2021 otherwise any unclaimed part of the Funding will cease to be available.
- 2.4 Subject to meeting the Targets in Schedule 2, Welsh Government will aim to pay the second instalment of Funding by 31 March 2021. The Targets encompass the recommendations as outlined in the Accounting Officer Review.
- 2.5 The Terms and Conditions have been considered and accepted by the portfolio Senior Responsible Owner and Portfolio Section 151 Officer in consultation with the Portfolio Director.

### **3. Financial Implications**

- 3.1 The Award of Funding relates to years 2019/20 and 2020/21, however, the funding is being released for the two years by the 31<sup>st</sup> March 2021. The release of any funding in future years will be conditional on the conditions being met.

### **4. Legal Implications**

- 4.1 The Terms of Reference for the Joint Committee set out at paragraph 2.2 (k) that the Joint Committee's functions include agreeing the terms and conditions of Government Funding.
- 4.2 Schedule 5 of the Joint Committee Agreement sets out Matters Reserved to the Councils and includes approving the funding conditions. It is recommended that the Joint Committee agree the Terms and Conditions subject to approval of all four Councils.
- 4.3 Subject to the Joint Committee's agreement and subsequent approval by the councils, the Terms and Conditions will be authorised by the Accountable body (Section 151 Officer) on behalf of the SBCRCD.

### **5. Alignment to the Well-being of Future Generations (Wales) Act 2015**

- 5.1 The SBCD Portfolio and its constituent projects are closely aligned to the Well-being of Future Generations (Wales) Act 2015 and the seven well-being goals for Wales. These alignments are outlined in a Portfolio Business Case for the SBCD, as well as in individual project business cases.

**Background Papers:** None

### **Appendices**

Appendix A: Award Funding letter / Terms and Conditions

**DRAFT AWARD OF FUNDING LETTER**

Ein cyf/Our ref: MA-JJ-2953-20

Chris Moore  
Director of Corporate Services  
Carmarthenshire County Council  
Accountable Body for the Swansea Bay City Region City Deal

cmoore@carmarthenshire.gov.uk

16 December 2020

Dear Mr Moore

**Award of Funding in Relation to the Swansea Bay City Region City Deal for the Period 1 April 2020 to 31 March 2021****1. Award of Funding**

- (a) We are pleased to inform you that funding of £36,000,000 (*thirty six million pounds*) ('the Funding') is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1 April 2020 to 31 March 2021 and will be paid in two instalments. The first instalment of £18,000,000 must be claimed by 31 December 2020 and the second instalment of £18,000,000 must be claimed by 28 February 2021 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this Award of Funding or the Conditions, please contact the Welsh Government Officials who will be happy to assist you.

**2. Statutory Authority and State Aid**

- (a) This Award of Funding is made on and subject to the Conditions and under the authority of the Minister for Housing and Local Government, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006 and section 31 of the Local Government Finance Act 2003.
- (b) You must comply with the European Commission's State Aid Rules.
- (c) This award relates to funding for the Swansea Bay City Region City Deal (SBCRCD) in 2020-21 only. The release of funding for the SBCRCD in future years and the consideration of business cases for Projects will be conditional on the Conditions being met in full.

### 3. Interpreting the Conditions

Any reference in the Conditions to:

**'you', 'your'** is to Carmarthenshire County Council as the Accountable Body for the SBCRCD;  
County Hall  
Carmarthen  
SA31 1ZD

**'we', 'us', 'our'** is to the Welsh Ministers;

**'Welsh Government Officials'** is to Debra Carter, Deputy Director – Local Government Strategic Finance and Nick McNeill, Head of City Deals Delivery  
Welsh Government  
Cathays Park  
Cardiff  
CF10 3NQ  
TEL: 03000 251223 / 03000 259704  
EMAIL: [debra.carter2@gov.wales](mailto:debra.carter2@gov.wales) / [nick.mcneill@gov.wales](mailto:nick.mcneill@gov.wales)

or such other Welsh Government Officials as we may notify you.

**'Programme Manager'** is to Chris Moore, Director of Corporate Services, Carmarthenshire County Council, or Jonathan Burnes, Programme Director – Swansea Bay City Region City Deal, Carmarthenshire County Council:  
Carmarthenshire County Council  
County Hall  
Carmarthen  
SA31 1ZD  
TEL: 01267 224120  
EMAIL: [cmoore@carmarthenshire.gov.uk](mailto:cmoore@carmarthenshire.gov.uk) / [jburnes@carmarthenshire.gov.uk](mailto:jburnes@carmarthenshire.gov.uk)

**'Accountable Body'** is to Carmarthenshire County Council acting on behalf of the Swansea Bay City Region City Deal (SBCRCD). As the Accountable Body you are responsible for managing all financial risks, including without limit any Portfolio, Programme or Project costs over and above those identified in the relevant business case;

**'Accounting Officer Review' or 'AOR'** is to the review completed in September 2020 of the Portfolio Business Case submitted by SBCRCD in July 2020.

**'City Deal Programme' or 'Programme' or 'Portfolio'** is to the Portfolio or Programme of nine constituent Projects which form the SBCRCD;

**'Conditions'** is to the terms and conditions set out in this letter and the Schedules;

**'Costs Incurred'** is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim;

**'Heads of Terms'** is to the document entitled 'Swansea Bay City Region City Deal' signed in March 2017 by the Welsh Government, UK Government, City and County

of Swansea, Neath Port Talbot Council, Carmarthenshire County Council and Pembrokeshire County Council;

**'Implementation Plan'** is to the implementation plan referred to in the Heads of Terms;

**'Monitoring and Evaluation Plan'** is to the monitoring and evaluation plan referred to in the Heads of Terms;

**'Notification Event'** is to any of the events listed in Schedule 3;

**'Personnel'** is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

**'Portfolio Business Case'** is to the Portfolio Business Case submitted by SBCRCD on 20 August 2020 setting out the business case for the Portfolio of nine Projects which form the SBCRCD at that date.

**'Project'** is to one of the nine constituent projects which form the SBCRCD Programme;

**'SBCRCD'** is to the Swansea Bay City Region City Deal;

**'Schedule'** is to the schedules attached to this letter;

**'State Aid Rules'** is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

**any reference to any legislation** whether domestic, EU or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

#### 4. Use of the Funding

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **'Purposes'**).
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the **'Targets'**).
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment

(other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any other kind of activity which in our opinion could bring us into disrepute.

## 5. Funding pre-conditions

- (a) We will not pay the Funding to you until you have provided us with the following information and documentation:
  - (i) this letter signed by you.
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

## 6. How to claim the Funding

- (a) You must claim the first instalment of Funding by 31 December 2020 and the second instalment by 28 February 2021.
- (b) You must use our claim proforma (which is available from the Welsh Government Officials) and confirm that you have appropriate financial, risk and control systems in place before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties.
- (c) We will aim to pay the first instalment of Funding to you by 15 February 2021.
- (d) Subject to your meeting the Targets in Schedule 2, we will aim to pay the second instalment of Funding to you by 31 March 2021.

## 7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable domestic, EU or international laws or regulations or official directives;
- (c) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;

- (d) maintain appropriate financial, risk and control systems before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) cooperate fully with the Welsh Government Officials and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (f) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect.

## **8. Declarations**

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (c) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (d) you have agreed the Targets and you are confident that they are realistic and achievable;
- (e) the information you have provided us in respect of the SBCRCD is complete, true and accurate.

## **9. Notification Events and their consequences**

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either (i) notify you that we consider the Notification Event is not capable of remedy or (ii) if we consider the Notification Event is capable of being remedied, seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
  - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
  - (ii) we notify you that the Notification Event is not capable of remedy; or

- (iii) a course of action to address the Notification Event is not agreed with you;  
or
  - (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
  - (v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
- (i) withdraw the award of Funding; and/or
  - (ii) require you to repay all or part of the Funding; and/or
  - (iii) suspend or cease all further payment of Funding; and/or
  - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
  - (v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you, including without limit your General Capital Funding; and/or
  - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.

## 10. Monitoring requirements

- (a) You must provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including quarterly reports on progress in implementing the Purposes and achieving the Targets.
- (b) You must maintain and update the Portfolio Business Case to reflect key developments, for example after the completion of procurement, when financial profiles change, when additional information becomes available.
- (c) You must notify the Welsh Government Official(s) in writing as soon as practicable if there is a change to the financial case for the Portfolio Business Case or constituent Project, eg. financial viability, affordability.
- (d) You must meet with the Welsh Government Officials and such other of our representatives as we may from time to time reasonably require. This will include regular progress meetings as required under the Implementation Plan and the Monitoring and Evaluation Plan.
- (e) You must ensure that the Programme Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Officials.
- (f) The Welsh Government and the UK Government will carry out periodic reviews of progress to assess whether the SBCRCD is progressing as planned. Reviews will be conducted by the Welsh Cities and Growth Implementation

Board (the joint board of officials of the Welsh Government and the UK Government established to oversee the delivery of city and growth deals in Wales), or other mechanisms, as necessary.

## 11. Audit Requirements

- (a) You must:
- (i) maintain complete and accurate accounting records identifying all income and expenditure in relation to the Purposes;
  - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
  - (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them.
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006, the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

## 12. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

## 13. Intellectual property rights and publicity

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.



- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Officials with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written approval. We will endeavour to respond to all written requests for approval within five working days.
- (d) You agree that from the date of this letter until five years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

#### 14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the 'FOIA'), the Environmental Information Regulations 2004 (the 'EIR'), the Data Protection Act 2018 (the 'DPA') and the General Data Protection Regulation (Regulation (EU) 2016/679) (the 'GDPR').
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
  - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
  - (ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here:  
<https://gov.wales/privacy-notice-welsh-government-grants>

#### 15. Buying goods and services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

#### 16. Giving notice

- (a) Where notice is required to be given under the Conditions, it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

**'Notice in Relation to the Swansea Bay City Region City Deal in 2020-21'**

- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows:

You: the Programme Manager(s) at the address stated in Condition 3.

Us: the Welsh Government Official(s) at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:

Prepaid first class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

## 17. Equal opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

## 18. Welsh language

- (a) Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- (b) For advice on providing services bilingually and in accordance with the Conditions, please contact the Welsh Language Commissioner's Hybu team: <http://www.comisiynyddygybraeg.cymru/hybu/en/home/Pages/home.aspx>

## 19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government's wellbeing objectives contained in the Welsh Government's Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

## 20. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant

considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

## 21. General

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) The Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

## 22. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Officials. None of the Funding will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter within 28 days of the date of this letter or by 31 December 2020 (whichever is the sooner), or this award of Funding will automatically be withdrawn.

Yours faithfully

Signed by Debra Carter

Deputy Director, Local Government Strategic Finance

*Dirprwy Gyfarwyddwr, Cyllid Strategol Llywodraeth Leol*

Under authority of the Minister for Housing and Local Government, one of the Welsh Ministers

## **SCHEDULE 1 The Purposes**

- 1 This award of Funding is to be used only for the purposes of delivering the SBCRCD Programme as set out in the Heads of Terms signed in March 2017 and updated in the Portfolio Business Case dated August 2020.
- 2 The Funding must be used to support expenditure on the projects which form the Programme.
- 3 The Funding may only be used to progress the delivery of the Programme as set out in the Portfolio Business Case dated August 2020. You may apportion the Funding between the Programme and the Projects as you deem fit in accordance with the Conditions.
- 4 In the Heads of Terms, the Welsh Government and the UK Government undertook to provide capital grant funding for the SBCRCD to support the delivery of an approved Programme of 11 constituent Projects (now nine Projects as set out in the Portfolio Business Case dated August 2020) over the 15-year lifespan of the Programme.

### **Programme Management of the City Deal**

- 5 You must implement all the actions allocated to you in the recommendations of the Accounting Officer Review undertaken in September 2020 as set out in Schedule 2.
- 6 All Programme and Project documentation must be kept up-to-date following approval.
- 7 Where any borrowing has been undertaken in respect of the Purposes, the Funding may be used to pay off the debt principal.

**SCHEDULE 2**  
**The Targets**

| <b>Description</b>   | <b>Date by when it should be achieved</b> |
|--|---|
| <b>Swansea Bay City Region Programme Office to provide a report outlining progress in meeting the recommendations in the Accounting Officer Review dated September 2020.</b> | <b>31 December 2020</b>                   |

For clarity, the relevant recommendations from the AOR are as follows:

- That subsequent iterations of the PoBC present the current/latest position of the portfolio
- That the release of annual C&GD funding is linked to an annual submission of an updated PoBC
- That the PoBC be developed to include a section on strategic alignment of UKG & WG policy objectives, at a project level
- That the PoMO fully 'SMARTens' and clearly baselines PoBC Spending Objectives
- That the PoMO includes project-level Spending Objectives at portfolio level, and quantifies the contribution the portfolio will make to the SBCR strategy
- That the PoMO ensures benefits are quantified wherever possible at project level, and presents the main quantified benefits in the PoBC
- That appropriate WG & UKG officials work with the PoMO to develop a standardised economic appraisal template for use by projects
- That the WCGIB seeks assurance from the PoMO that - going forward - appropriate business case documentation, and governance and assurance arrangements are developed and installed respectively, for the constituent parts of the portfolio
- That the PoMO adopts standardised definitions for programmes and projects, as defined by the respective best practice methodologies
- That the next iteration of the PoBC is updated to include the identification of project level community benefits, and identified opportunities for collaborative project-level procurements
- That appropriate WG & UKG officials work with the PoMO to develop a standardised financial appraisal template

**OFFICIAL SENSITIVE**

- That the PoMO sets out the relationship between portfolio investment funding and capital financing in more detail in the next iteration of the PoBC
- That updated governance and assurance processes are provided by WCGIB to the PoMO for incorporation into their assurance and approval process
- That the WCGIB set out its expectations for monitoring progress, and confirms the reporting frequency it is seeking

### SCHEDULE 3

#### Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. repayment of any part of the Funding is required by HM Treasury;
3. you fail to comply with any of the Conditions;
4. the Funding, in full or in part, is not being used for the Purposes;
5. you fail to achieve any or all of the Targets;
6. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
7. you fail to provide information about the Purposes requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
8. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity whilst the Purposes are/were being carried out;
9. we have made an overpayment of Funding to you;
10. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

**TWO SIGNATORIES ARE REQUIRED**

We declare we are duly authorised to accept the award of Funding in relation to the Swansea Bay City Region City Deal and the Conditions relating to the Funding.

.....  
**Signature**

*An authorised signatory of Carmarthenshire County Council as the Accountable Body for the SBCRCD*

.....  
**Name**

.....  
**Job Title**

.....  
**Date**

.....  
**Signature**

*An authorised signatory of Carmarthenshire County Council as the Accountable Body for the SBCRCD*

.....  
**Name**

.....  
**Job Title**

.....  
**Date**

**Please sign and return this letter to:**

Nick McNeill  
Local Government Strategic Finance Division  
Welsh Government  
Cathays Park  
CF10 3NQ  
Email: [nick.mcneill@gov.wales](mailto:nick.mcneill@gov.wales)



# Agenda Item 7



Swansea Bay City Region Joint Committee - 14 January 2021

## Accounting Officer Review (AOR) Action Plan

|                           |  |
|---------------------------|--|
| <b>Purpose:</b>           | To update JC on the progress made on the Action Plan in response to the Accounting Officer Review (AOR) and Gateway 0 Review recommendations |
| <b>Policy Framework:</b>  | Swansea Bay City Deal (SBCD)<br>Joint Committee Agreement (JCA)  |
| <b>Recommendation(s):</b> | It is recommended that Joint Committee:<br><br>1) Reviews progress to Action Plan  |
| <b>Report Author:</b>     | Ian Williams (SBCD Portfolio Development Manager)  |
| <b>Finance Officer:</b>   | Chris Moore (SBCD S151 Officer)  |
| <b>Legal Officer:</b>     | Tracey Meredith (SBCD Monitoring Officer)  |

### 1. Introduction

- 1.1 The SBCD Portfolio Action Plan available in Appendix A has been developed in response to the recommendations made in the Accounting Officer Review (AOR) in August 2020 and the Gateway 0 review undertaken in July 2020.
- 1.2 The Action Plan is a 'live' document, updated and reported on a monthly basis with the potential to expand the scope of the plan to incorporate other work areas of the PoMO. As such it will be the Portfolio Action Plan and a key operational document for overseeing the timely and effective delivery of the forward work programme of the SBCD PoMO.

### 2. Background

- 2.1 As part of the assurance arrangements for the SBCD Portfolio, an independent Gateway 0 Review was undertaken in July 2020. Further, a five-week Accounting Officer Review (AOR) process was conducted by the Welsh Government, which commenced in August 2020 with the purpose to approve the SBCD Portfolio Business Case.
- 2.2 The AOR review resulted in 15 recommendations for the SBCD PoMO to address in relation to the Portfolio Business Case.

- 2.3 The SBCD Portfolio Gateway 0 report received an Amber Delivery Confidence Assessment (DCA) rating and contained six prioritised recommendations to the Portfolio SRO to ensure that the portfolio is positioned for effective management and delivery.
- 2.4 The Portfolio Action Plan combines both sets of review recommendations and provides detail on the specific actions required to fulfil the recommendations and the priority, timing, ownership, status and dependencies for each action.

### **3. Progress on Action Plan**

#### **AOR Recommendations:**

- 3.1 Considerable progress has been made on the actions identified in response to the AOR Recommendations. Whilst two of the actions have been completed, the majority of the other actions are well underway and are due to be closed off with the submission of the updated Portfolio Business Case by the end of March 2021.
- 3.2 A number of meetings have been held with WG / UKG to discuss progress and to agree specific requirements relating to the actions. A progress report was submitted by the PoMO to Welsh Government prior to Christmas to meet the conditions of funding for the release of City Deal funding.
- 3.3 The PoMO will now focus on the completion of the outstanding actions and their incorporation into the next iteration of the Portfolio Business Case

#### **Gateway Review Recommendations**

- 3.4 The three recommendations prioritised as Critical have been completed and good progress made on the remaining actions.

### **4. Financial Implications**

- 4.1 The specific financial implications are detailed within the attached report, with associated recommendations. Financial reporting has been consistently reported and is acquired from the project manager through the use of a standard template, which will be reviewed in collaboration with Welsh Government as part of the financial recommendations. The successful progress and completion of the actions resulting from the AOR process will support the release of future drawdowns of City Deal funding from UKG/WG.

### **5. Legal Implications**

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

### **6. Alignment to the Well-being of Future Generations (Wales) Act 2015**

- 6.1 The SBCD Portfolio and its constituent projects are closely aligned to the Well-being of Future Generations (Wales) Act 2015 and the seven well-being goals for Wales. These alignments are outlined in a Portfolio Business Case for the SBCD, as well as in individual project business cases.

**Background papers:** None

**Appendices:**

Appendix A: AOR / Gateway 0 Action Plan

Appendix A

**SBCD AOR Update Report - December 2020**

| ID     | Recommendation   | Status      | Dependencies   | Progress update  |
|--------|--|-------------|--|--|
| AOR001 | WCGIB share the AOR report with the North Wales Growth Deal and Mid Wales Growth Deal  | Completed   | WCGIB to action  | Actioned by WG.  |
| AOR002 | Subsequent iterations of the PoBC present the current/latest position of the portfolio | In Progress | WCGIB to clarify timing of PoBC submissions                                      | <p>Verbal confirmation from WG on submitting next iteration of Portfolio Business Case (PoBC) to WG/UKG by 31<sup>st</sup> March 2021. This was confirmed in meeting 15/12/20 and that the updated PoBC is not expected for the sign off of the funding award conditions in relation to the Award of Funding Notification for the SBCD dated 16/12/20.</p> <p>Current status of projects and programmes will be included in the PoBC Executive Summary.</p> <p>Action to be closed on submission of PoBC in March 2021.</p>  |
| AOR003 | Release of annual C&GD funding is linked to an annual submission of an updated PoBC    | In Progress | WCGIB to clarify timing of PoBC submissions and release of SBCD funding tranches | <p>Meeting held with WG 20th Nov 2020 – confirmed submission of updated PoBC by 31<sup>st</sup> March 2021 together with financial / monitoring templates to trigger release of next tranche of CD funding. Annual target date for release of CD funding by Q2 each financial year. Schedule of future iteration submissions of the PoBC to be included and agreed with WG.</p> <p>WG confirmed no annual AOR anticipated unless major changes to PoBC. WG confirmed two separate releases of payment this financial year, as per funding award letter received on 16/12/2020.</p> |

|        |  |             |  |  |
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|        |  |             |  |  |
| AOR004 | PoBC be developed to include a section on strategic alignment of UKG & WG policy objectives, at a project level                                  | In Progress | All Business Cases to be completed / updated | Matrix summarising all portfolio and project policy and strategy alignment drafted. Portfolio alignment completed and will be included in the next iteration of the PoBC in March 2021 and updated in future iterations.   |
| AOR005 | PoMO fully 'SMARTens' and clearly baselines PoBC Spending Objectives   | In Progress |  | PoBC spending objectives have been defined and further 'SMARTened': Jobs created, GVA (linking to productivity) and Investment. Baseline set at 2017. SBCD and North Wales Growth Deal have exchanged best practice and are aligned in defining the spending objectives.   |
| AOR006 | PoMO includes project-level Spending Objectives at portfolio level, and quantifies the contribution the portfolio will make to the SBCR strategy | In Progress | SBCD programme and project business cases    | Programme/project level and industry sector level spending objectives are now defined and will be included within the updated PoBC for submission in March 2021. These will be reviewed regularly with the programme / project leads to ensure continued accuracy and deliverability. As with AOR005 the project spending objectives Linked directly to the Portfolio Spending Objectives for GVA, Jobs Created and Investment have been linked to productivity through the portfolio objectives. There will also be a benefits framework included in the March update which will highlight Direct Benefits/Indirect Benefits and Wider Benefits to be delivered by the programmes/projects. |
| AOR007 | PoMO ensures benefits are quantified wherever  | In Progress | SBCD programme and project business cases    | All quantifiable programme/project benefits have been included within the business case where these benefits align to the portfolio spending   |

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|--------|--|-------------|--|--|
|        | possible at project level, and presents the main quantified benefits in the PoBC   |             |  | objectives, furthermore in the yearly March update proposed for the PoBC all meaningful project and programme, quantifiable benefits will be included and updated in future iterations of the PoBC as required.  |
| AOR008 | WG & UKG officials work with the PoMO to develop a standardised economic appraisal template for use by projects  | In Progress | WG Economist to provide guidance on economic appraisal methodology | Awaiting guidance and template from WG. A high-level overview will be provided before Christmas. WG confirmed that SBCD will not be expected to apply the guidance/template to BCs that have already undertaken an economic appraisal. The programme / project economic appraisals are being shared with WG economists and officials prior to submission.  |
| AOR009 | WCGIB to seek assurance from the PoMO that - going forward - appropriate business case documentation, and governance and assurance arrangements are developed and installed respectively, for the constituent parts of the portfolio | In Progress |  | <p>PoMO providing strategies, plans, templates, training, audits to standardise and enhance the governance, assurance and reporting arrangements of SBCD at portfolio and programme/project levels. This includes:</p> <ul style="list-style-type: none"> <li>• Risk management strategy and risk register and issues log</li> <li>• Integrated Assurance and Approval Plan (IAAP)</li> <li>• Covid impact assessments</li> <li>• Monthly highlight reports</li> <li>• Quarterly reporting, including financial monitoring</li> <li>• PoMO assurance on Gateway Assurance recommendation implementation</li> <li>• SBCD reporting schedule</li> <li>• Standardised template developed for Project/Programme Board Terms of Reference</li> <li>• SBCD governance arrangements review</li> <li>• SBCD Procurement principles</li> <li>• Completion of all SBCD regional audit actions</li> </ul> |

|        |  |             |  |  |
|--------|--|-------------|--|--|
|        |  |             |  | <p>Work in progress and will be complete by the next iteration of the PoBC by 31<sup>st</sup> March 2021 and updated in further iterations thereafter:</p> <ul style="list-style-type: none"> <li>• Updated PoBC</li> <li>• Annual performance report</li> <li>• Programme / Project roadmaps</li> <li>• PoMO work plan</li> <li>• Change control process and templates</li> <li>• PM tooling</li> </ul>   |
| AOR010 | PoMO adopts standardised definitions for programmes and projects, as defined by the respective best practice methodologies   | In Progress |  | <p>The PoMO have reviewed the portfolio to define all constituent parts as programmes or projects.</p> <p>Glossary being prepared to standardise terminology - to be approved by JC/PB and cascaded to Project Leads to be used in future documentation.</p> <p>PoMO to conduct 6 monthly performance reviews with Programme and Project leads to assess the current status of the individual programme / project. This is currently in the process of being scheduled.</p>  |
| AOR011 | Next iteration of the PoBC is updated to include the identification of project level community benefits, and identified opportunities for collaborative project-level procurements | In Progress | Procurement template has been approved by JC | <p>Procurement narrative and principles have been shared with all project/programme teams to incorporate into business cases.</p> <p>SBCD procurement principles meetings have been scheduled for Dec 20/Jan 21 with all programme / project teams and their procurement specialists.</p> <p>PoMO will maintain a register of Community Benefits that are agreed at programme/project level.</p> <p>Projects will be required to report on their community benefits at the time of procurement and programme / project delivery.</p> |

|        |  |             |   |   |
|--------|--|-------------|---|---|
|        |  |             |   | <p>This recommendation is on track to be completed and an initial framework outlining community benefits along with the agreed procurement principles will be incorporated into the next iteration of the PoBC by the 31<sup>st</sup> March 2021.</p>   |
| AOR012 | Appropriate WG & UKG officials work with the PoMO to develop a standardised financial appraisal template                                   | In Progress | WG Finance officials to work with PoMO to develop templates | <p>WG confirmed that SBCD will not be expected to apply the guidance/template to BCs that have already undertaken a financial appraisal. The project/programme financial appraisals are being shared with WG and officials prior and during the submission process.</p> <p>The PoMO have liaised with WG financial team to draft appropriate quarterly financial monitoring templates. The first iteration of these will be presented to SBCD governance and WG/UKG in January/February 2021.</p> |
| AOR013 | PoMO sets out the relationship between portfolio investment funding and capital financing in more detail in the next iteration of the PoBC | Completed   | WCGIB to clarify timing of PoBC submissions                 | <p>Wording has been drafted and is in the PoMOs current PoBC draft.</p>   |
| AOR014 | Updated governance and assurance processes are   | In Progress | WCGIB to provide detail on updated governance               | <p>Awaiting guidance from WG. WG confirmed at meeting on 15/12/20 that there would be no change to the process already by SBCD whereby SBCD</p>   |



|        |  |             |  |  |
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|        | provided by WCGIB to the PoMO for incorporation into their assurance and approval process                  |             | and assurance processes  | <p>Programmes and Projects will require WG/UKG approval based on assurance.</p> <p>WG to forward PoMO flow diagrams to place in a PoBC as an Appendix whereby assurance requirements will be embedded in the SBCD governance arrangements.</p> |
| AOR015 | WCGIB set out its expectations for monitoring progress, and confirms the reporting frequency it is seeking | In Progress | WCGIB to advise on monitoring and reporting arrangements going forward | <p>SBCD to undertake monthly monitoring and submit quarterly reports to WG together with annual performance report and updated PoBC.</p> <p>Meeting scheduled for PoMO for early Jan 2021 to confirm on-going arrangements.</p>                |