

Schedule 1 Terms of Reference of the Joint Committee

1 Governance

1.1 Leaders of the four local authorities

2 Purpose

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

2.2 The Joint Committee's functions shall include:

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

3 Membership

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

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

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

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

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

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

3.6 The co-option of any person as a non-voting member shall be subject to that person confirming in writing to the monitoring officer of the Accountable Body that he or she agrees to comply with the Co-opted Member Protocol. No co-option shall take effect until such confirmation has been given.

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

4 Chair

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

5 Voting

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

6 Conflict of Interest

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

7 Proceedings of Meetings

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

8 Quorum

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

9 Frequency

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

10 Allowances

- 10.1 No allowances shall be paid.

11 Servicing

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

12 Sub groups

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

13 Letters of Support

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

14 Review

- 14.1 To be reviewed annually.
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