



County Hall
Rhadyr
Usk
NP15 1GA

Wednesday, 30 May 2018

Notice of Reports Received following Publication of Agenda.

Economy and Development Select Committee

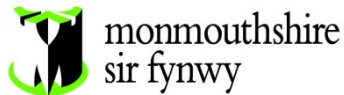
Thursday, 7th June, 2018 at 10.00 am,
The Council Chamber, County Hall, The Rhadyr, Usk, NP15 1GA

Attached are reports that the committee will consider as part of the original agenda but were submitted to democratic services following publication of the agenda.

Item No	Item	Pages
7.	<p>Alternative Delivery Model - to scrutinise the progress of the establishment of the Alternative Delivery Model for Tourism, Leisure, Culture and Youth Services, to input on the proposed governance arrangements and to discuss the stages prior to final Council approval (report to follow).</p> <p>Given that there is likely to be wider interest in this scrutiny, an invitation is extended to all elected members.</p>	1 - 10
8.	<p>City Deal Joint Scrutiny - Report on the governance arrangements (to follow).</p>	11 - 28

Paul Matthews
Chief Executive

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SUBJECT:	FUTURE OF TOURISM, CULTURE, LEISURE AND YOUTH
MEETING:	Economy and Development Scrutiny
DATE:	7th June 2018
DIVISION/WARDS AFFECTED:	All

1. PURPOSE:

To scrutinise the progress of the establishment of the Alternative Delivery Model (ADM) for Tourism, Leisure, Culture and Youth services, to input on the proposed governance arrangements, Performance Framework and to discuss the stages prior to final Council approval.

2. RECOMMENDATIONS:

To give a steer on the associated papers for the ADM and the future timeline prior to enactment.

To consider initial Performance Indicators and framework for measuring outcomes for the ADM.

3. KEY ISSUES:

- 3.1 The attached report sets out the near conclusion of a lengthy and wide ranging strategic appraisal of the future model for Tourism, Leisure, Culture and Youth (TLCY). Guiding the purpose of this work since its inception has been the aim of securing the most viable, sustainable and supportable future for TLCY services in order to optimise the contribution they are able to make to the wellbeing of Monmouthshire residents, throughout their lives. This has meant ensuring full transparency and scrutiny at every stage to ensure the best option was reached.

4. OPTIONS APPRAISAL:

4.1 The scale of the future challenge was first recognised in 13/14, when work was commissioned to consider options for future delivery of Cultural Services. Soon after, the scope of this work was widened to include all TLCY services. The whole process has been facilitated by an in-house team and informed closely and tested by independent advisors and legal experts. The process has also included full open scrutiny with Members through Seminars, Select committees, Cabinet and Council. In February 2018, Cabinet approved the Strategic Business Case which set out the full initial appraisal of options for change and approved the ADM to move forward.

5. REASONS:

- 5.1 To ensure that the organisation has effective governance in place providing transparency on the way decisions are made and evaluated.
- 5.2 To give consideration to the local authority's requirements for monitoring the ADM and how this can be developed in partnership with the Client Liaison Officer, Cath Fallon and the Economy and Development Select Committee.

6. RESOURCE IMPLICATIONS

- 6.1 No resource implications to accompany this report.

7. SAFEGUARDING IMPLICATIONS

- 7.1 There are no corporate parenting or safeguarding concerns regarding this report.

8. BACKGROUND PAPERS

Appendix A Link to Democratic Committee meeting papers 4th June 2018

<https://democracy.monmouthshire.gov.uk/ieListDocuments.aspx?CId=142&MIId=2543>

Appendix B Link to Cabinet meeting papers 6th June 2018, item 3h

<https://democracy.monmouthshire.gov.uk/ieListDocuments.aspx?CId=144&MIId=2486>

Appendix C Draft Performance Framework

9. FUTURE GENERATIONS IMPLICATIONS

Future Generations Evaluations have accompanied every report submitted and outline the main impacts of the proposal.

10. AUTHORS:

Ian Saunders Head of Tourism, Leisure, Culture and Youth Services
Tracey Thomas, Youth Service Manager

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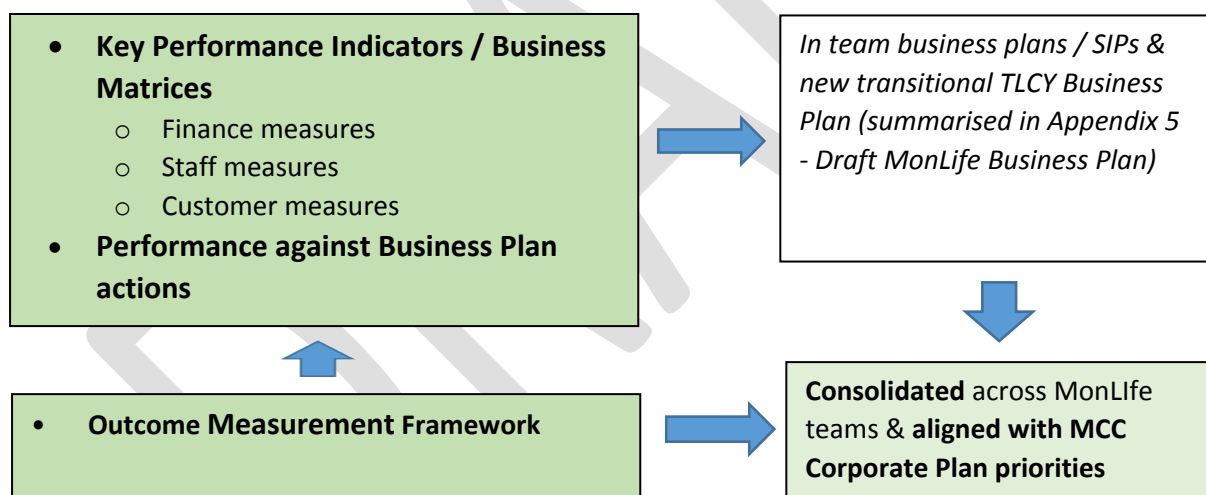
Appendix C

Performance Framework

The development of a performance framework is essential to the success and sustainability of MonLife. This framework will consolidate the Key Performance Indicators / Business Matrices already in place across Tourism, Leisure, Culture and Youth Services (TLCY). Any additional specific measures that the Council identifies as required to measure MonLife's performance will also be added to the framework.

In addition, the intention is to add a longer-term outcome focus as an Outcome Measurement Framework is developed. The intent is to build an outcome measurement framework that will embrace all of MonLife's activities and fully reflect what MonLife does and wants to achieve. Developing an outcome measurement framework will take time, as it needs to fully reflect MonLife's ambitions; align with the measures established under national and local frameworks for well-being plans; and be sufficiently robust without being beyond our ability to implement and report on.

Proposed Performance Framework



Current Key Performance Indicators & Business Matrices

Section	Indicator
Staff & Volunteers	
Staff	Average days lost to sickness absence per FTE employee
Staff	Staff Retention (Percentage of employees who leave)
Staff	Percentage of staff that received a performance review (CICO)
Staff	Percentage of staff who are trained to the appropriate safeguarding level
Staff	Number of reported accidents (staff)
Volunteers	Number of volunteering sessions or hours delivered
Volunteers	Indirect volunteering groups supported

Finance	
Finance	Forecast overspend or underspend each quarter
Finance	Total income generated; Total income target; Variance +/-
Finance	Total expenditure generated; Total expenditure target; Variance +/-
Finance	External grant achieved
Finance	% external grant claimed
Finance	Team specific targets e.g. average total value retail sales; increasing secondary spend on weddings etc.
Customer Feedback	
Customers	Number of complaints received
Customers	Number of compliments received
Customers	Number of reported accidents (members of public)
Customers	User feedback
Customers	Interactions with audiences: Facebook likes / ratings; Twitter followers; TripAdvisor ratings; Google ratings
Outcomes	
Leisure	Number of Memberships sold at the 4 leisure centres
Leisure	Number of young people who can swim at age 11 (National Standards Swim Test)
Leisure	Number of young people trained in the Play Maker Award
Leisure	Number of young people hooked on sport
Leisure	Number of referrals received who go on to access the exercise referral scheme (NERS)
Leisure	Percentage of people participating in NERS who are still active after 16 weeks
Leisure	Number of visits per 1000 of the population to leisure centres where the visitor will be participating in physical activity
Leisure	Number of community sports clubs achieving insport accreditation
Outdoor Education	User days
Countryside	Numbers using key promoted routes
Countryside	Percentage of Rights of Way (ROW) / high priority ROW enforcement issues resolved
Countryside	Percentage of ROW / high priority ROW maintenance issues resolved
Countryside	Percentage of formal Biodiversity comments to Development Management within 21 days
Tourism	Visitors to Chepstow TIC
Tourism	Unique visitors to Visit Monmouthshire website
Old Station	Number of days the train ran, and the horn was sounded
Attractions	Visitor Numbers
Museums	Visitors to museums
Museums	Average percentage satisfaction score for volunteers (as set by volunteers)
Museums	Number of supporters
Learning	Number of participants at formal & informal learning events
Learning	Number of participants using reminiscence boxes
Youth	Number of young people attending Youth Conference
Youth	Number of people attending Local democracy day
Youth	Mark Your Mark – number of young people consulted about their top priorities for Monmouthshire for 2018/19
Youth	Number of young people across Monmouthshire accessing GIRL Project
Youth	Year 6 transition programme – number of Year 6s from primary schools

Youth	Triathlon – number of secondary school teams from Years 7 – 10 taking part. Number of primary school teams taking part.
Youth	Summer Camp: number Year 9 pupils from comprehensive schools attending
Youth	Number of community outreach days
Quality Standards	
Countryside & Attractions	“Green Flag Award” status awarded / maintained
Museums	Museum Accreditation in place
Attractions	Visitor Attraction Quality Assurance Service ratings
Other Measures	
Tourism	Tourism Value (STEAM)
Tourism	Tourism Volume (STEAM)
Tourism	FTEs (STEAM)
Museums	Impact on local economy as measured by the AIM economic toolkit
Case Studies	Individual case studies of outcomes / benefits; young people, volunteers, sports and exercise referral participants etc.

Outcome Measurement Framework

We recognise that whilst the service records significant output measures, measures of outcomes are less well developed – this reflects both the complexity and potential resource pressures in measuring wellbeing outcomes. To address this MonLife intends to develop an outcome measurement framework.

The drivers are:

- National and Wales policy context
- External funding landscape – statutory and voluntary
- Credibility and relevance to others
- Outcomes based accountability
- Improved cross-service working and strategic planning

Principles are:

- Strong link to our vision, strategic goals and future ambitions
- Transparent and realistic – evidence-based impact reporting
- Clear and robust narrative with quantitative support
- Pragmatic and cost effective
- Practical and relevant
- Flexible and futureproof
- Not re-inventing the wheel
- Rigour –evidence of impact that suits our purposes

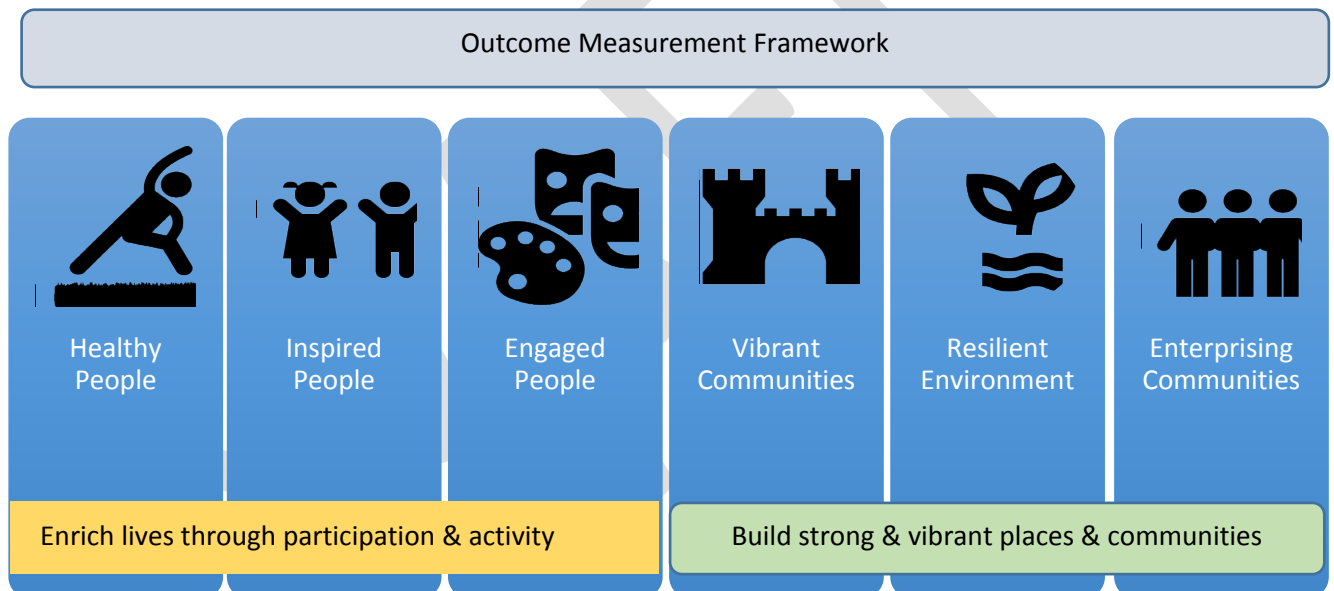
Intended to be long-term (10yrs +) based on “pillars” reflecting the potential scope of MonLife’s impact and to group measurement & reporting of actions. Built off Future Generations Act Goals and framed to embrace “determinants of health & well-being” models / Well-being Impact Assessment so as to better understand the value of MonLife’s services to; individuals (lifestyle factors); communities; and the wider social, environmental & economic context (Region; Wales; National).

The Draft MonLife Business Plan initially identified six pillars (extract below). Note this is work in progress and is under review against the Future Generations Act Goals, the Council’s Corporate Plan Goals and the PSB Well-being Objectives for clarity of reporting.

Extract from Draft MonLife Business Plan (for information):

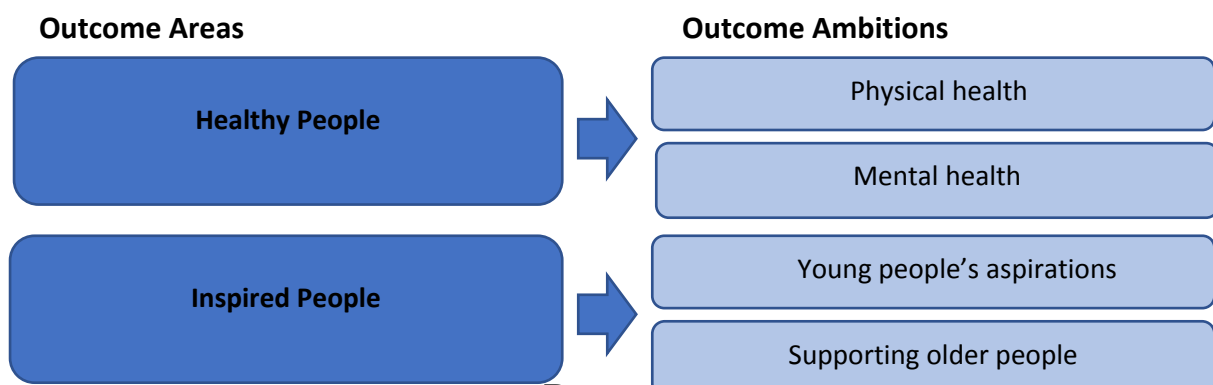
5.3 Impact and Evaluation

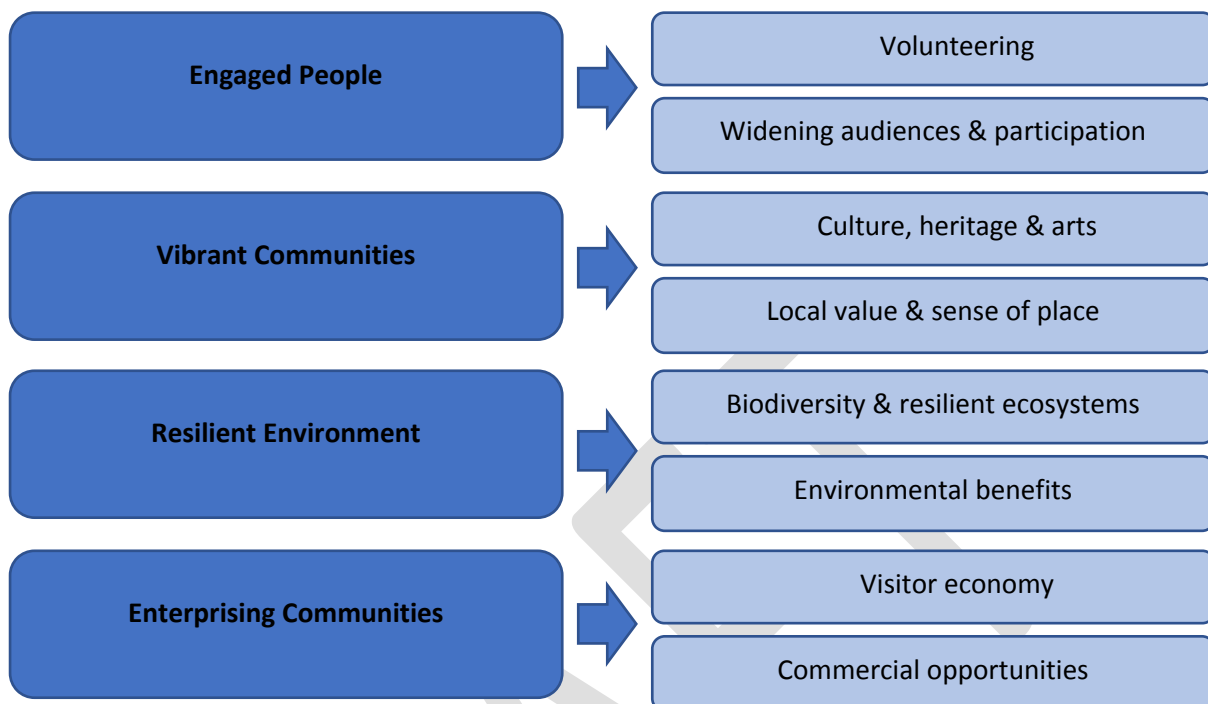
The outcome measurement framework will sit alongside our business metrics and the key performance indicators used to judge our business performance. It will provide us with measures to gather outcome based evidence and drive the improvement of our performance by helping us to refine and develop our programmes and activities in the light of the outcomes they deliver. Based on our existing activities and ambitions we have identified these six cross-cutting outcome areas:



These areas embrace the Monmouthshire Public Service Board’s Well-being Objectives and the seven well-being goals for Wales identified in the Well-being of Future Generations (Wales) Act 2015.

As we develop the outcome measurement framework we will identify in detail our ambitions for each of these outcome areas and how we intend to measure them based on the following initial approach:





DRAFT

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SUBJECT:	Cardiff Capital Region City Deal ~ Joint Overview and Scrutiny Committee
MEETING:	Economy and Development Select Committee
DATE:	7th June 2018
DIVISIONS/WARDS AFFECTED:	ALL

1 PURPOSE

- 1.1 The purpose of the report is to present the proposal to establish a Joint Overview and Scrutiny Committee for the Cardiff Capital Region City Deal.

2 RECOMMENDATIONS

Each of the ten authorities is being recommended to:

- 2.1 Consider the report and appendices and recommend to Council the establishment of a Joint Overview and Scrutiny Committee for the Cardiff Capital Region City Deal;
- 2.2 To recommend to Council a non-executive Member to represent Monmouthshire County Council on the Cardiff Capital Region City Deal Joint Overview and Scrutiny Committee, taking into consideration paragraph 2.3 of Appendix A.

3. KEY ISSUES

- 3.1 At its meeting held on the 20 November 2017, the Cardiff Capital Region City Deal Joint Cabinet received a report detailing proposals for the establishment of a Joint Overview and Scrutiny Committee for the Cardiff Capital Region City Deal. This report also included a suggested draft 'Terms of Reference' for the Joint Overview and Scrutiny Committee.
- 3.2 The report proposed that one of the ten authorities host the Cardiff Capital Region City Deal Joint Overview and Scrutiny Committee and provide it with dedicated scrutiny support and advice. It was agreed by the Joint Cabinet that Bridgend County Borough Council would undertake the role of Host Authority and would provide the necessary scrutiny support for the Joint Overview and Scrutiny Committee.

4. OPTIONS APPRAISAL

- 4.1 The options for consideration are to have a formal representation on the Joint Overview and Scrutiny Committee or to have no representation on behalf of the Council. The latter would not be considered to be in the best interest of the Council, given that the Cardiff Capital Region City Deal will have implications for Monmouthshire and the region. The recommendation therefore is for a

scrutineer to represent Monmouthshire County Council on the Joint Overview and Scrutiny Committee.

- 4.2 **Appendix A** provides the context for the proposal to establish the Joint Overview and Scrutiny Committee and details how it would be implemented over the first year. The Joint Cabinet report and draft 'Terms of Reference' for the Joint Overview and Scrutiny Committee are attached as **Appendices B and B2**.
- 4.3 In line with Statutory Guidance issued under the Local Government (Wales) Measure 2011, when establishing a Joint Overview and Scrutiny Committee, a report containing details of the proposal should be considered by each of the participating authorities' appropriate scrutiny committees (or sub-committees) before being endorsed by full Council. This report is therefore being presented to the Economy and Development Select Committee prior to being considered by the Council.
- 4.4 The nominated scrutiny member need not be drawn from the membership of the Economy and Development Select Committee, however, it is pertinent that the scrutiny of the Cardiff Capital Region City Deal falls within the remit of this Select Committee. There is no requirement for political balance in appointing a member to the Joint Overview and Scrutiny Committee. The appointed member should possess the appropriate skills and expertise to represent the Council and should be able to fully commit to the role.
- 4.5 Our constitution makes provision for the establishment of Joint Overview and Scrutiny Committees with other authorities in line with the Local Government (Wales) Measure 2011. This proposal will not alter or duplicate scrutiny by Monmouthshire's Select Committees, as the terms of reference of the Joint Overview and Scrutiny Committee focus on an oversight of the delivery of the Cardiff Capital Region City Deal at a regional level. The Economy and Development Select Committee will retain responsibility for scrutinising the impact of the Cardiff Capital Region City Deal on Monmouthshire.

5. EVALUATION CRITERIA

- 5.1 There is no need for the completion of an evaluation assessment for the decision to establish the Joint Overview and Scrutiny Committee. If the recommendation is agreed, the Scrutiny Manager will take forward the associated actions.

6. REASONS

- 6.1 Scrutiny is a statutory function and performs a fundamental role in the Council's decision-making process. Whilst Joint Scrutiny is not a statutory requirement, the Local Government (Wales) 2011 Measure has made provision for it to enable councils to establish effective governance arrangements to monitor the delivery of regional publicly-funded projects.

7. RESOURCE IMPLICATIONS

- 7.1 There are no direct implications for Monmouthshire County Council arising from this report, given that Bridgend County Council will act as the host authority and will provide the necessary scrutiny support.

8. WELLBEING OF FUTURE GENERATIONS IMPLICATIONS (INCORPORATING EQUALITIES, SUSTAINABILITY, SAFEGUARDING AND CORPORATE PARENTING):

8.1 There are no direct implications arising from this report, however, the scrutiny function has clear responsibilities to scrutinise the above implications through decision-making, whether locally or regionally. The establishment of a Joint Overview and Scrutiny Committee would only enhance the opportunity to consider these on a regional basis.

9. CONSULTEES

9.1 None required.

10. BACKGROUND PAPERS

- Appendix A - CCRDC ~ Draft Report for Scrutiny and Council on Joint Scrutiny Proposals
- Appendix B - Report to the CCRCD Joint Cabinet on Joint Scrutiny (20th November 2017)
- Appendix B2 - Draft Terms of Reference for the Joint Overview and Scrutiny Committee

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Cardiff Capital Region (CCR) City Deal Joint Overview and Scrutiny Committee Proposal and Draft Terms of Reference

1. Background

- 1.1 The Cardiff Capital Region (CCR) Joint Working Agreement (JWA) states in paragraph 10.19.2 that “The Councils shall work together to create and agree terms of reference for, to the extent permissible by law, a Joint Audit Committee and a Joint Overview and Scrutiny Committee (JOSC) and how the same will be resourced and funded”.
- 1.2 At the meeting of the CCR Joint Cabinet on 20 November 2017, it was proposed that the Regional Cabinet consider the establishment and governance arrangements for the CCR City Deal JOSC.
- 1.3 The purpose of the JOSC is to enable Members to be kept up to date with Cardiff Capital Region (CCR) City Deal developments. The draft Terms of Reference (TOR) (attached to the Joint Cabinet report as Appendix B2) expands upon this outlining that one of its main functions would be to perform the overview and scrutiny function for the CCR City Deal on behalf of the ten local authorities whilst not excluding a local authority’s right to carry out its own individual scrutiny of any decision of the Regional Cabinet or City Deal.
- 1.4 Subsequent to this meeting, it was agreed by the CCR Joint Cabinet that Bridgend County Borough Council would host the Joint Overview and Scrutiny Committee providing such dedicated support and advisers within a pre-determined sum to be funded out of the annual budget of the Regional Cabinet.
- 1.5 The 2017/18 Joint Cabinet Budget contains a contingency budget in the sum of £69,500, an element of which has been set aside to meet the cost of developing the Joint Scrutiny Committee arrangements. Based on initial estimations provided for the first year, it was agreed that an amount of £25,000 would be allocated to the Host Authority to carry out the Joint Scrutiny role. From 2018/19 the budget headings will be realigned to separately identify the pre-determined sum from the remaining contingency budget. It is essential that the JOSC use the first year to develop a detailed and informed Forward Work Programme (FWP) which will not only focus their work but also assist greatly in determining the workload and needs for the future including the number of meetings and future budget required.

First Year of the JOSC

- 1.6 During the first year of the JOSC there will be a need for Members and Scrutiny Officers to attend training and briefing sessions prior to them undertaking scrutiny of the City Deal. This will help ensure that all Members have the same knowledge base and understanding from which to start from, however this may result in a limited amount of scrutiny work being undertaken in the first year.
- 1.7 It is proposed that two meetings are held within the first year so that the JOSC can amend and finalise the TOR and officially adopt and take ownership of them. The final version of the TOR will be forwarded to each of the ten local authorities for formal approval but this should not necessarily delay the work of the JOSC. Initial discussions will also be held at the first meeting regarding the Forward Work

Programme (FWP) with Members developing in detail their FWP and future focus at the second meeting following their training.

- 1.8 In addition to monitoring the City Deal Business Plan and/or Programme Plan, the draft TOR will also enable any member of the JOSC to refer to the Committee any matter which is relevant to its functions provided it is not a local crime and disorder matter as defined in section 19 of the Police and Justice Act 2006, and subject to a number of conditions and provisos. Therefore, as stated above, it will be the FWP development determined by the JOSC Members that will indicate the needs and growth of the Committee.
- 1.9 It is anticipated that the second meeting will also allow for the JOSC to begin to undertake annual monitoring of the City Deal Business Plan and/or Programme Plan.
- 1.10 The JOSC has the power to make any reports and recommendations to the Regional Cabinet and/or to any of the Appointing Authorities and to any of their Executives in respect of any function that has been delegated to the Regional Cabinet pursuant to the Joint Working Agreement.

2. Establishing a Joint Overview and Scrutiny Committee

- 2.1 It is a decision for each authority if it wishes to establish a Joint Overview and Scrutiny Committee for the CCR City Deal. Statutory guidance issued under Section 58 of the 2011 Measure states at paragraph 3.1 *“that in establishing a JOSC which is additional to a Council’s existing scrutiny committee(s) a report setting out its role, responsibilities, terms of reference and intended outcomes to be generated by the joint exercise should be considered by each of the participating authorities’ appropriate scrutiny committees (or sub-committees) before being endorsed by full Council”*.
- 2.2 The TOR state that the membership of the JOSC shall consist of one non-executive Member from each Appointing Authority. Whilst the draft TOR states that the length of appointment is a matter for each Appointing Authority, it is proposed that consideration be given to the membership (as far as possible) being for the length of term the nominated Member is in office. This will help ensure continuity and with possibly only two to four meetings per year, consistency of knowledge is important.
- 2.3 It is also proposed that in deliberations over nominations to sit on the JOSC, consideration is given to potential skill sets of Members including any prior knowledge and experience of joint working or professional knowledge that relates to the City Deal itself which could potentially be of great value and assistance to the JOSC. Joint Scrutiny is often focused on decisions taken at a more strategic/ regional level and also necessitates considerable learning on the job as Members explore new and complex policy areas.
- 2.4 In 2013 in a supplementary report of the Independent Remuneration Panel for Wales in accordance with section 147 of the Local Government (Wales) 2011, it was determined that the remuneration of chairs of JOSCs (or a sub-committee of JOSCs) is not prescribed and is a matter for the constituent councils to decide whether such a post will be paid. However, if a senior salary is paid, it must be at the level set out within the IRP report. Each council will therefore need to determine whether they would agree to pay the salary required under this legislation should their nominated Member be put forward as Chair of the JOSC.

3 Proposal

- 3.1 It is proposed that this paper, along with the draft Terms of Reference be presented to the relevant Overview and Scrutiny Committee for each local authority prior to it being submitted to each Council, both for endorsement and for the nomination of a non-executive Member to sit on the CCR City Deal JOSC.

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CARDIFF CAPITAL REGION JOINT CABINET

JOINT CABINET MEETING 20 NOVEMBER 2017

GOVERNANCE ARRANGEMENTS FOR CARDIFF CAPITAL REGION JOINT SCRUTINY COMMITTEE

REPORT OF CARDIFF CAPITAL REGION PROGRAMME DIRECTOR

AGENDA ITEM: 8

1. PURPOSE OF REPORT

- 1.1 To make recommendations to Regional Cabinet to consider the establishment of, and governance arrangements for, the Joint Scrutiny Committee which, if acceptable, be referred to each of the ten Councils for formal approval.

2. SUMMARY

- 2.1 The Joint Working Agreement (JWA) in paragraph 10.19.2 states that “The Councils shall work together to create and agree terms of reference for, to the extent permissible by law, a Joint Audit Committee and a Joint Scrutiny Committee and how the same will be resourced and funded”.

3. ROLE & PURPOSE

- 3.1 In accordance with the terms agreed in the JWA (as above), Regional Cabinet recognise and value the need for a Joint Scrutiny Committee being established with clear terms of reference which will assist in defining its role and limitations. Draft Terms of Reference have been developed by Officers for Members’ consideration and this is attached at Appendix 1.
- 3.2 It is important that Members of the Joint Scrutiny Committee are kept up to date with Cardiff Capital Region (CCR) City Deal developments. The key discussions and decisions are recorded in the minutes of the Joint Cabinet which are publically available and could be offered for inclusion on the Joint Scrutiny Committee agenda for information.
- 3.3 Whilst the minutes of the Regional Cabinet will be helpful in ensuring the Scrutiny Committee are informed, it is suggested that the Chair of the Regional Cabinet, or another representative, offer to attend meetings of the Scrutiny Committee to give a verbal update on the current position of the City Deal and a view forward to some of the issues anticipated in the coming months ahead.

3.4 The Governance Lead Officer for CCR City Deal (Gareth Chapman, Chief Executive Merthyr Tydfil County Borough Council) has advised that dedicated support and advisers to the Joint Scrutiny Committee would be beneficial. This involvement would enable Members to have continuity of advice during meetings and ensure that Scrutiny Officers have a single point of contact to seek advice when preparing reports. It is proposed that one of the ten authorities hosts the CCRCJ Joint Scrutiny Committee and provide such dedicated support and advisers, within a pre-determined sum to be funded out of the annual budget of the Regional Cabinet. Regional Cabinet are invited to consider and recommend to the Councils for approval which authority should act as the host for the CCRCJ Joint Scrutiny Committee. Whilst one Authority may act as host authority to support the CCRCJ Joint Scrutiny Committee, the venue for the scrutiny committee meetings could rotate amongst the ten authorities.

4. FINANCIAL IMPLICATIONS

4.1 The attached report sets out proposals in respect of arrangements for a Joint Scrutiny Committee. It is proposed that one of the ten City Deal partnering authorities undertake the role of 'host authority', and in doing so, provide the Joint Scrutiny Committee with dedicated support and continuity of advice.

4.2 It is understood that a pre-determined sum will be agreed, which will form the basis of the budget from which the host authority will deliver this service in full, including all associated and ancillary costs. Depending on the timescales for implementing these arrangements, it is envisaged that a part-year sum may be required in 2017/18.

4.3 The PMO element of the 2017/18 Joint Cabinet Budget contains a contingency budget in the sum of £69,500, an element of which has been set aside to meet the cost developing the Joint Scrutiny Committee arrangements. The pre-determined sum will need to be met from within this budget allocation in 2017/18. From 2018/19 the budget headings will be re-aligned to separately identify the pre-determined sum from the remaining contingency budget to provide transparency and to assist with budget accountability.

5. LEGAL IMPLICATIONS (INCLUDING EQUALITY IMPACT ASSESSMENT WHERE APPROPRIATE)

5.1 The statutory power to establish a joint overview and scrutiny committee is set out in Section 58 of the Local Government (Wales) Measure 2011("the Measure") and Regulations made thereunder.

5.2 Section 58 of the Measure providing that Welsh Ministers may by regulations make provision under which any two or more local authorities may appoint a Joint Overview and Scrutiny Committee ('JOSC'). Regulations have been

made, namely the Local Authorities (Joint Overview and Scrutiny Committees) (Wales) Regulations 2013 ('2013 Regulations').

- 5.3 It will be a decision for each authority if it wishes to establish the Joint Scrutiny Committee proposed. Statutory guidance has been issued under Section 58 of the 2011 Measure, to which regard must be had. Paragraph 3.1 of the guidance providing *“that in establishing a JOSOC which is additional to a Council’s existing scrutiny committee(s) a report setting out its role, responsibilities, terms of reference and intended outcomes to be generated by the joint exercise should be considered by each of the participating authorities’ appropriate scrutiny committees (or sub-committees) before being endorsed by full Council”*.
- 5.4 Where two or more authorities appoint a JOSOC the 2013 Regulations prescribe that they must enter into an agreement, which addresses a number of prescribed matters. The draft terms of reference, set out in Appendix 1 to the report, have been prepared having regard to these requirements and more generally the provisions of the 2013 Regulations and Statutory Guidance issued. The terms of reference are important because a JOSOC is only able to exercise functions in relation to matters which are identified by the appointing authorities. It is therefore important that the local authorities participating in the joint scrutiny committee (referred to as the appointing authorities) are clear from the outset about the role, responsibilities and terms of reference of the joint scrutiny committee.
- 5.5 The proposed membership of the Joint scrutiny committee is set out in the attached terms of reference and the proposal (1 non executive member each authority) reflects the following paragraph of the Statutory Guidance of the Measure:-
- 3.5 In order to ensure JOSOCs represent fairly the interests of each appointing local authority, it is recommended that an equal number of Committee seats be allocated to each of the participating Councils. Although that would mean larger authorities agreeing to have the same membership as smaller ones, this would appear to be in the best interests of effective partnership.*
- 3.6 The 2013 Regulations provide that a JOSOC is not to be regarded as a body to which section 15 of the Local Government and Housing Act 1989 (duty to allocate seats to political groups) applies.
- 3.7 The terms of reference, at paragraph 15, set out the provisions as regards referring matters to the JOSOC. The JOSOC may make a report or recommendation in relation to any matter referred to it, to any of the appointing authorities, their executives or the Regional Cabinet.

3.8 The joint scrutiny committee will require appropriate resource and the body of the report sets out the proposals in this regard, including the financial implications.

General advice

In considering this matter regard should be had, amongst other matters, to:

(i) The Councils' duties under the Well-being of Future Generations (Wales) Act 2015 and;

(ii) Public sector duties under the Equalities Act 2010 (including specific Welsh public sector duties). Pursuant to these legal duties Councils must in making decisions have due regard to the need to (1) eliminate unlawful discrimination, (2) advance equality of opportunity and (3) foster good relations on the basis of protected characteristics. Protected characteristics are: a. Age; b. Gender reassignment; c. Sex; d. Race – including ethnic or national origin, colour or nationality; e. Disability; f. Pregnancy and maternity; g. Marriage and civil partnership; h. Sexual orientation; i. Religion or belief – including lack of belief

6. RECOMMENDATIONS

6.1 That the Joint Committee (Regional Cabinet) consider the draft Terms of Reference attached at Appendix 1 and if content, submit to each constituent Council for approval.

6.2 That it be suggested to the Joint Scrutiny Committee that the Regional Cabinet minutes are included on the future Joint Scrutiny Committee agendas for information.

6.3 That the Chair of the Regional Cabinet, or another Member representative, offers to attend future meetings of Joint Scrutiny to give a verbal update on the progress of the CCR City Deal.

6.4 That Regional Cabinet:

(i) considers and recommends to the Councils for approval, which constituent Council should host the Joint Scrutiny Committee and provide the requisite support services and advice (subject also to that Council's formal agreement) and

(ii) subject to each of the ten Councils determining to establish the Joint Scrutiny Committee proposed and agreeing which Council shall host the Joint Scrutiny Committee, delegate authority to the Regional Programme Director to agree with the Host Council the level of funding required in 2017/18 to fund such Joint Scrutiny Committee hosting arrangements

(provided such level of funding is within Regional Cabinet's 2017/18 approved budget), with future funding arrangements being considered as part of Regional Cabinet's annual budget setting process.

Sheila Davies
Cardiff Capital Region City Deal Programme Director
14th November 2017

The following Appendix is attached:

Appendix 1 – Draft Terms of Reference

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TERMS OF REFERENCE: CARDIFF CAPITAL REGION CITY DEAL JOINT SCRUTINY COMMITTEE

Introduction

1. Cardiff Capital Region (CCR) City Deal is a Joint Committee of all ten local Authorities of South East Wales. Paragraph 10.1 of the Joint Working Agreement states that 'The Councils shall form the joint committee ("Joint Committee") for the purpose of overseeing and co-ordinating the discharge of the Councils' obligations in relation to the City Deal and to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference) and the Joint Committee shall be known as the "Cardiff Capital Region Joint Cabinet", "Joint Cabinet" or "Regional Cabinet" (as the context requires)'.

For the purposes of these terms of reference;

The Joint Working Agreement means the agreement (as may be amended from time to time) concluded on 1.3.17 between; Blaenau Gwent CBC, Bridgend CBC, Cardiff Council, Caerphilly CBC, Merthyr Tydfil CBC, Monmouthshire CC, Newport CC, Rhondda Cynon Taff CBC, Torfaen CBC and the Vale of Glamorgan Council. The 'Appointing Authorities' are the parties to the Joint Working Agreement the 'Host Authority' means *** or such other authority as the Appointing Authorities may agree from time to time.

2. CCR City Deal is resourced by the ten Appointing Authorities and is supported by a Programme Management Office (PMO), full time officers, a Programme Board made up of senior Officers representing each of the partner Councils and a Joint Cabinet of the Leader (or Deputy) from each Authority. In addition. Legal, technical and financial external advisers have been appointed to provide expert technical advice.

3. Each Council agreed to work together to create a Joint Scrutiny Committee as stated in Paragraph 10.19.2 of the Joint Working Agreement; 'The Councils shall work together to create and agree terms of reference for, to the extent permissible by law, a Joint Audit Committee and a Joint Scrutiny Committee and how the same will be resourced and funded'.

Membership of the Joint Scrutiny Committee

4. The Joint Scrutiny Committee shall consist of one non-executive Member from each Appointing Authority.

5. It is a matter for each Appointing Authority, from time to time, to nominate, or terminate the appointment of its nominated Member serving on the Joint Scrutiny Committee. Each Appointing Authority shall be entitled, from time to time, to appoint a deputy for its Member representative to the Joint Scrutiny Committee but such deputy shall only be entitled to speak and vote at meetings of the Joint Scrutiny Committee in the absence of his or her corresponding principal

6. The length of appointment is a matter for each Appointing Authority.

Quorum

7. The quorum necessary for a meeting of the joint scrutiny committee is at least 7 out of the 10 Joint Scrutiny Committee Members, present at the relevant time.

Election of a Chair

8. The Joint Scrutiny Committee shall elect a Chair and Vice Chair, which appointments will rotate annually between the Appointing Authorities, in alphabetical order

9. The procedure rules will be those of the Host Authority for its Scrutiny Committees,

Members' Conduct

10. Members of the Joint Scrutiny Committee will be bound by their Council's Code of Conduct.

Declarations of Interest

11. 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.

Confidential and Exempt Information / Access to Information

12. The Host Authority's Access to Information Procedure rules shall apply subject to the provisions of the Local Government Act 1972 :

Openness and Transparency

13. All meetings of the Joint Scrutiny Committee will be open to the public unless it is necessary to exclude the public in accordance with Section 100A (4) of the Local Government Act 1972.

14. All agendas, reports and minutes of the Joint Scrutiny Committee will be made publically available, unless deemed exempt or confidential in accordance with the above Act.

Functions to be exercised by the Joint Scrutiny Committee

15. The Joint Scrutiny Committee shall be responsible for exercising the following functions:

- a. To perform the Overview and Scrutiny function for CCR City Deal (which City Deal is more particularly specified in the Joint Working Agreement) on behalf of the ten local Authorities.
- b. To develop a forward work programme reflecting its functions under paragraph (a) above.
- c. To seek reassurance and consider if the CCR City Deal is operating in accordance with the Joint Working Agreement, its Annual Business Plan, timetable and / or is being managed effectively.
- d. To monitor any CCRC project's progress against its Programme plan.
- e. To make any reports and recommendations to the Regional Cabinet and or to any of the Appointing Authorities and to any of their executives in respect of any function that has been delegated to the Regional Cabinet pursuant to the Joint Working Agreement.

Any member of a Joint Overview and Scrutiny Committee may refer to the committee any matter which is relevant to its functions provided it is not a local crime and disorder matter as defined in section 19 of the Police and Justice Act 2006

Any member of any of the Appointing Authorities may refer to the Joint Overview and Scrutiny Committee any local Government matter which is relevant to the functions of the Joint Scrutiny Committee, subject to the following conditions and provisos.

The conditions for a reference by a member of an Appointing Authority to the Joint Scrutiny Committee are that:

- (i) The matter relates to one of the functions of the authority and is relevant to the functions of the Joint scrutiny committee,
- (ii) It effects the electoral area of the member or it effects any person who lives or works there; and
- (iii) It is not a local crime and disorder matter as defined in section 19 of the Police and Justice Act 2006.

Provisos

When considering whether to refer a matter to the Joint Scrutiny Committee a member should first consider if it falls within the remit of a single overview and scrutiny committee within the member's local authority, and if that is the case the member should raise the matter there. Members should only refer a matter to a Joint scrutiny committee if it falls clearly within the responsibilities and terms of reference of the Joint Scrutiny Committee and if there is no scrutiny of the issue in the local authority to which the member belongs.

It is acknowledged that the establishment of the CCRCDC Joint Scrutiny Committee shall not serve to exclude a local authority's right to carry out its own individual Scrutiny of any decision of the Regional Cabinet or City Deal matter

Duration of Joint Scrutiny

16. To be co-terminus with the duration of Joint Cabinet or if earlier the decision of the ten authorities to end the Joint Scrutiny arrangements.

Withdrawal

17. Any of the ten local Authorities may withdraw from participating in the Joint Scrutiny arrangements upon three months' notice to each of the other Authorities.

18. The Joint Scrutiny Committee in carrying out its functions must have regard to guidance relating to section 62 of the Measure, which places a requirement on local authorities to engage with the public

Foot notes

1. No provision has been made for sub committees given the scrutiny committee comprises only 10 members and that Regulations (SI 2013/1051) require a Sub- Committee to comprise an equal number of members of the Appointing Authorities.

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