



Thursday, 23 August 2018

POLICY DEVELOPMENT AND DECISION GROUP (JOINT OPERATIONS TEAM)

A meeting of **Policy Development and Decision Group (Joint Operations Team)** will be held on

Monday, 3 September 2018

commencing at **2.00 pm**

The meeting will be held in the Meadfoot Room, Town Hall, Castle Circus, Torquay, TQ1 3DR

Members of the Committee

Councillor Haddock (Chairman)

Councillor Amil

Councillor Parrott

Councillor Ellery

Councillor Stockman

Councillor Excell

Councillor Stocks

Councillor Mills

Mayor Oliver

A prosperous and healthy Torbay

For information relating to this meeting or to request a copy in another format or language please contact:

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POLICY DEVELOPMENT AND DECISION GROUP (JOINT OPERATIONS TEAM) AGENDA

1. **Apologies**
To receive apologies for absence.
2. **Disclosure of Interests**
 - (a) To receive declarations of non pecuniary interests in respect of items on this agenda
For reference: Having declared their non pecuniary interest members may remain in the meeting and speak and, vote on the matter in question. A completed disclosure of interests form should be returned to the Clerk before the conclusion of the meeting.
 - (b) To receive declarations of disclosable pecuniary interests in respect of items on this agenda
For reference: Where a Member has a disclosable pecuniary interest he/she must leave the meeting during consideration of the item. However, the Member may remain in the meeting to make representations, answer questions or give evidence if the public have a right to do so, but having done so the Member must then immediately leave the meeting, may not vote and must not improperly seek to influence the outcome of the matter. A completed disclosure of interests form should be returned to the Clerk before the conclusion of the meeting.

(**Please Note:** If Members and Officers wish to seek advice on any potential interests they may have, they should contact Governance Support or Legal Services prior to the meeting.)
3. **Minutes** (Pages 4 - 5)
To confirm as a correct record the Minutes of the meeting of the Policy Development and Decision Group held on 4 June 2018.
4. **Urgent Items**
To consider any other items the Chairman decides are urgent.
5. **Save Torbay Air Show** (Pages 6 - 12)
To consider the submitted report on a proposal to raise external funding for the Torbay Air Show for 2019.
6. **Paignton Townscape** (Pages 13 - 18)
To consider the submitted report on the above.

7. "Transport for the South West Peninsula" Sub-National Transport Body

(Pages 19 - 63)

To consider the submitted report on the formation of a shadow sub-national transport body (STB), known as "Transport for the South West Peninsula" Sub-National Transport Body, by entering an informal partnership with other authorities in the South West and key agencies responsible for infrastructure investment.



Policy Development and Decision Group (Joint Operations Team)

4 June 2018

-: Present :-

Councillor Haddock (Chairman)

Elected Mayor Oliver and Councillors Amil, Ellery, Excell, Mills, Parrott and Stocks

(Also in attendance: Councillors Brooks, Bye, Darling (S), Long, Morey, O'Dwyer, Robson, Stubley, Thomas (D), Tolchard and Tyerman)

32. Apologies

An apology for absence was received from Councillor Stockman.

33. Minutes

The Minutes of the Policy Development and Decision Group (Joint Operations Team) held on 6 November 2017 and the meeting of the Joint Policy Development and Decision Group (Joint Operations Team and Joint Commissioning Team) held on 10 January 2018 were confirmed as a correct record and signed by the Chairman.

34. Future of Oldway Mansion

Members considered the submitted report which set out the recommendations of the Oldway Mansion and Estate Working Party and officers in connection with the future of Oldway Mansion. The Executive Head of Assets and Business Services advised that there had not been time before this meeting to discuss the officer recommendations with the Working Party and agreed to meet with them prior to the Council meeting to see if there was a joint approach which would be acceptable to officers and the members of the Working Party to be put before the Council.

The report included a detailed report produced by DCA consultants which provided a number of options and draft costings for bringing Oldway Mansion back into use. The report would be presented to Council on 21 June 2018 for a final decision. Members noted the concerns of the Senior Leadership Team in respect of a potential significant financial commitment if the Council committed to fund all of the project as highlighted in paragraph 4.1 of the submitted report.

Resolved:

That the Policy Development and Decision Group (Joint Operations Team) recommends the Council:

- (i) that a Project Manager be appointed, on a 12 month contract, to prepare a works specification, procurement strategy and cost estimate for the limited improvement works identified in Phase 1 of the DCA report. That a stage report be submitted to full Council in approximately nine months' time when the Council sets its 2019/20 Revenue Budget, Capital Plan and Medium Term Resources Plan;
- (ii) that the Council consults further with conservation accredited professionals to identify a strategy for the immediate management of the dry rot outbreak, so as to minimise further damage during the 2018 dry rot active season with any decision on these works being taken in accordance with the Council's Constitution;
- (iii) that market testing commences now, through accredited agents, to see whether there is interest in securing the freehold or long leasehold disposal of Oldway Mansion and Estate. The marketing should engage with all interested parties, including charities, trusts, private individuals and commercial organisations, and for local community groups, such as the Friends of Oldway, the Community Asset Transfer Policy would be applicable;
- (iv) that the Project Manager investigates options to establish a café concession at Oldway and possibly other amenities but without committing further to the existing ongoing operating costs;
- (v) that the appointment of a Project Manager, stage report, dry rot investigation and the soft market testing identified above be funded to a maximum of £125,000 from the existing Oldway Mansion Reserve; and
- (vi) that the Oldway Mansion and Estates Working Party be disbanded and the members of the Working Party be thanked for all their work in helping to develop options for the future of Oldway Mansion and Estate.

Chairman



Meeting: Policy Development and Decision Group (Joint Operations Team)

Date: 3 September 2018

Wards Affected: All wards

Report Title: Save Torbay Air Show

Is the decision a key decision? No

When does the decision need to be implemented? As soon as possible

Executive Lead Contact Details: Elected Mayor Gordon Oliver, Elected Mayor and Executive Lead for Assets, Finance, Governance and Corporate Services, Economic Regeneration and Transformation, mayor@torbay.gov.uk

Supporting Officer Contact Details: Kevin Mowat, Executive Head for Assets and Business Services, (01803) 208435, kevin.mowat@torbay.gov.uk

1. Proposal and Introduction

1.1 Members agreed a five year budget for the Air Show on 20 July 2017, Minute 63/7/17 refers. The approved budget for 2019 was £90,000 with a target of a further 20% reduction per year included within the decision. An extract of the minute is set out below:

- “(i) that the Council amends its existing commitment and makes a new five year funding commitment to develop the Torbay Airshow with a maximum commitment of up to £100,000 for year 1 (2018); year 2 reducing to £90,000; in year 3, £81,000; in year 4 £73,000; and in year 5 £66,000. These figures represent a 10% reduction year on year in the Council’s investment in the Airshow. Whilst this commitment provides financial stability, in order to achieve best value for the Council it will deem this to be financially successful if the reduction in funding can be increased further to 20% per year and that actual performance is to be measured against both these targets; and
- (ii) that the Torbay Airshow Working Party be instructed to consider how the Airshow can provide an opportunity to create greater benefits which support the Council's broader corporate objectives (including providing opportunities for the Council's Looked After Children) and its terms of reference be updated accordingly.”

- 1.2 The Council is in the process of developing its revenue budget proposals for 2019/2020 and in light of continued reduction in funding from Central Government has requested that officers challenge all funding commitments to ensure that a balanced budget can be set for 2019/2020 and future years.

2. Reason for Proposal and associated financial commitments

- 2.1 The proposals contained in this report are intended to reduce the financial commitment of the Council by £90,000 for running the Torbay Air Show.
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3. Recommendation(s) / Proposed Decision

- 3.1 That the Executive Head of Assets and Business Services be requested to engage with the business, community and voluntary sector with a view to securing £90,000 funding/sponsorship to fund the Torbay Air Show for 2019 and report back to the Policy Development and Decision Group (Joint Operations Team) on 1 October 2018 to enable the Elected Mayor to determine if the Council can proceed with the Air Show for 2019.

Background Documents

Air Show report to Council 20 July 2017 -

<http://www.torbay.gov.uk/DemocraticServices/ieListDocuments.aspx?CId=163&MID=7448>

Section 1: Background Information	
1.	<p>What is the proposal / issue?</p> <p>The Council needs to secure funding in order to run the Torbay Air Show in 2019 due to continued reduction in government funding and the increasing demand on Council resources, such as children and adult social care.</p>
2.	<p>What is the current situation?</p> <p>The Council has approved £90,000 to fund the Torbay Air Show for 2019 but needs to explore alternative funding streams due to current and ongoing budget pressures.</p>
3.	<p>What options have been considered?</p> <p>The Council could fund the Air Show at an anticipated cost of £90,000 for 2019, which would generate significant sums for the local economy far in excess of the investment and create a positive impact on the local population as well as being a nationally recognised event in the unique position of being the UK's first major free air show of the year. However, this would mean that it would have to reduce funding to other Council services in order to set a balanced budget for 2019/2020.</p> <p>The plan has always been to grow the event year on year and to reduce the Council's contribution over a five year period. The event has grown each year attracting in excess of 45,000 to Paignton Green alone each day in 2018 with all trade stands and pre-booked parking being sold out. Therefore an alternative and more realistic option could be to reduce funding to a lower level over a four year period. For example £50,000 in 2019 reducing to zero by 2022.</p> <p>Events of this nature do take time to evolve and to reach their peak. Most start-up air shows take about seven years to reach their full potential.</p>
4.	<p>How does this proposal support the ambitions, principles and delivery of the Corporate Plan?</p> <p>Principles:</p> <ul style="list-style-type: none"> • Use reducing resources to best effect <p>Targeted actions:</p> <ul style="list-style-type: none"> • Working towards a more prosperous Torbay • Ensuring Torbay remains an attractive and safe place to live and visit

5.	<p>How does this proposal contribute towards the Council's responsibilities as corporate parents?</p> <p>Not applicable.</p>
6.	<p>How does this proposal tackle deprivation?</p> <p>Not applicable.</p>
7.	<p>How does this proposal tackle inequalities?</p> <p>Not applicable.</p>
8.	<p>How does the proposal impact on people with learning disabilities?</p> <p>Not applicable.</p>
9.	<p>Who will be affected by this proposal and who do you need to consult with?</p> <p>Business, community and voluntary sector and REM.</p>
10.	<p>How will you propose to consult?</p> <p>Contact will be made through partners in the business, community and voluntary sectors to explore if they are interested in either providing sponsorship/funding or setting up a crowdfunding site. The Air Show has huge economic benefits to the local economy and this will provide an excellent opportunity for local businesses and groups to be promoted and engaged in the largest annual event in Torbay.</p>

Section 2: Implications and Impact Assessment

11.	<p>What are the financial and legal implications?</p> <p>The Council has committed to fund the Torbay Air Show at a cost of £90,000 for 2019 but needs to explore alternative ways of funding it in light of current and ongoing financial pressures.</p> <p>The Council also needs to consider how any overspends will be managed if the Air Show is not delivered within the agreed budget.</p>
12.	<p>What are the risks?</p> <p>If the Council is not able to secure £90,000 of alternative funding there is a risk that it will have to cancel the Air Show for 2019. Once this has happened it is very unlikely that it would be able to reinstate the Air Show in the future if funding became available primarily because the RAF would not look at the show favourably if their agreed assets were cancelled.</p> <p>The Air Show has been running for three years and has built momentum each year in terms of increased visitor numbers and raised profile.</p>
13.	<p>Public Services Value (Social Value) Act 2012</p> <p>Not applicable.</p>
14.	<p>What evidence / data / research have you gathered in relation to this proposal?</p> <p>Not applicable.</p>
15.	<p>What are key findings from the consultation you have carried out?</p> <p>Not applicable.</p>
16.	<p>Amendments to Proposal / Mitigating Actions</p> <p>Not applicable.</p>

Equality Impacts

17.	Identify the potential positive and negative impacts on specific groups			
		Positive Impact	Negative Impact & Mitigating Actions	Neutral Impact
	Older or younger people			There is no differential impact.
	People with caring Responsibilities			There is no differential impact.
	People with a disability			There is no differential impact.
	Women or men			There is no differential impact.
	People who are black or from a minority ethnic background (BME) <i>(Please note Gypsies / Roma are within this community)</i>			There is no differential impact.
	Religion or belief (including lack of belief)			There is no differential impact.
	People who are lesbian, gay or bisexual			There is no differential impact.
	People who are transgendered			There is no differential impact.
	People who are in a marriage or civil partnership			There is no differential impact.
	Women who are pregnant / on maternity leave			There is no differential impact.

	Socio-economic impacts (Including impact on child poverty issues and deprivation)		There is no differential impact.
	Public Health impacts (How will your proposal impact on the general health of the population of Torbay)		There is no differential impact.
16	Cumulative Impacts – Council wide (proposed changes elsewhere which might worsen the impacts identified above)	None	
17	Cumulative Impacts – Other public services (proposed changes elsewhere which might worsen the impacts identified above)	None	



Meeting: Policy Development and Decision Group (Joint Operations Team)

Date: 3 September 2018

Wards Affected: Roundham with Hyde

Report Title: Paignton Townscape

Is the decision a key decision? No

When does the decision need to be implemented? As soon as possible

Executive Lead Contact Details: Elected Mayor Gordon Oliver, Elected Mayor and Executive Lead for Assets, Finance, Governance and Corporate Services, Economic Regeneration and Transformation, mayor@torbay.gov.uk

Supporting Officer Contact Details: Kevin Mowat, Executive Head for Assets and Business Services, (01803) 208435, kevin.mowat@torbay.gov.uk

1. Proposal and Introduction

- 1.1 At the Council meeting held on 22 February 2018 Members considered and approved (unanimously) the following Notice of Motion in respect of Paignton Townscape:

that Council note the overwhelming need for investment in Paignton Town Centre, and that the Town Centre Regeneration Board have been developing townscape improvement proposals in relation to the Station Square area of Paignton, which would cost £1.172 million to implement. Prudential borrowing would be required to fund the scheme which is to be considered as part of the £25 million approved by Council for Town Centre Regeneration which had anticipated that repayments for this scheme would come from surplus income from other Town Centre Regeneration Schemes.

That Council instructs Officers to implement those proposals and borrow £1.172m from PWLB, noting that repayments would not need to be made until the financial year 2019/20, and therefore need to be included within the budget for 2019/20 and beyond unless and until surplus income from other Town Centre Regeneration schemes is able to cover repayments.

- 1.2 In coming to their decision Members had regard to a briefing note which can be found at <http://www.torbay.gov.uk/DemocraticServices/documents/s47532/Briefing%20Report%20-%20Paignton%20Townscape.pdf>

2. Reason for Proposal and associated financial commitments

- 2.1 Since the decision was taken the Council has reviewed its financial position for 2018/2019 and is in the process of developing its budget for 2019/2020. The Council is projecting an overspend of circa £2.8m for 2018/2019 with continued pressures on its resources especially in children's social care. In light of the budget situation it is recommended to the Elected Mayor that the decision taken by the Council to borrow £1.172m from PWLB for the Paignton Townscape scheme is not implemented and that alternative sources of funding are explored and a detailed business case is produced before any further work is carried out on this scheme.
-

3. Recommendation(s) / Proposed Decision

- 3.1 That the elected Mayor be recommended:
- (i) that the decision taken by the Council to borrow £1.172m from PWLB for the Paignton Townscape scheme is not implemented and that alternative sources of funding are explored and a detailed business case is produced before any further work is carried out on this scheme.

Background Documents

Briefing Report to Council on 22 February 2018 -

<http://www.torbay.gov.uk/DemocraticServices/documents/s47532/Briefing%20Report%20-%20Paignton%20Townscape.pdf>

Section 1: Background Information

1.	<p>What is the proposal / issue?</p> <p>The Council approved borrowing of £1.72m from PWLB to fund a scheme for Paignton Townscape as part of £25m approved by the Council for Town Centre Regeneration. It was proposed that the repayments would be made during 2019/2020 and that this would need to be included in the budget for 2019/2020 and beyond.</p>
2.	<p>What is the current situation?</p> <p>Whilst Town Centre Regeneration is a priority for the Council, current and future financial pressures mean that it would not be prudent for the Council to invest in this scheme at this time. There has been no detailed business case approved and there are currently no other income generating Town Centre Regeneration schemes in the pipeline which could be used to help fund the interest repayments.</p>
3.	<p>What options have been considered?</p> <p>To implement the decision of Council but this is not recommended due to current and ongoing financial pressures facing the Council.</p>
4.	<p>How does this proposal support the ambitions, principles and delivery of the Corporate Plan?</p> <p>Principles:</p> <ul style="list-style-type: none">• Use reducing resources to best effect
5.	<p>How does this proposal contribute towards the Council's responsibilities as corporate parents?</p> <p>Not applicable.</p>
6.	<p>How does this proposal tackle deprivation?</p> <p>Not applicable.</p>
7.	<p>How does this proposal tackle inequalities?</p> <p>Not applicable.</p>

8.	<p>How does the proposal impact on people with learning disabilities?</p> <p>Not applicable.</p>
9.	<p>Who will be affected by this proposal and who do you need to consult with?</p> <p>Not applicable.</p>
10.	<p>How will you propose to consult?</p> <p>Not applicable.</p>

Section 2: Implications and Impact Assessment	
11.	<p>What are the financial and legal implications?</p> <p>The Council is required to ensure that it uses its resources to best effect. This proposal takes account of the Council's overall financial position which is why it is recommended not to progress the scheme at this time.</p>
12.	<p>What are the risks?</p> <p>There is a reputational risk to the Council that the decision to not progress the Paignton Townscape Scheme at this time will deter private investors from investing in Paignton Town Centre.</p>
13.	<p>Public Services Value (Social Value) Act 2012</p> <p>Not applicable.</p>
14.	<p>What evidence / data / research have you gathered in relation to this proposal?</p> <p>Not applicable.</p>
15.	<p>What are key findings from the consultation you have carried out?</p> <p>Not applicable.</p>
16.	<p>Amendments to Proposal / Mitigating Actions</p> <p>Not applicable.</p>

Equality Impacts

17.	Identify the potential positive and negative impacts on specific groups			
		Positive Impact	Negative Impact & Mitigating Actions	Neutral Impact
	Older or younger people			There is no differential impact.
	People with caring Responsibilities			There is no differential impact.
	People with a disability			There is no differential impact.
	Women or men			There is no differential impact.
	People who are black or from a minority ethnic background (BME) <i>(Please note Gypsies / Roma are within this community)</i>			There is no differential impact.
	Religion or belief (including lack of belief)			There is no differential impact.
	People who are lesbian, gay or bisexual			There is no differential impact.
	People who are transgendered			There is no differential impact.
	People who are in a marriage or civil partnership			There is no differential impact.
	Women who are pregnant / on maternity leave			There is no differential impact.

	Socio-economic impacts (Including impact on child poverty issues and deprivation)			There is no differential impact.
	Public Health impacts (How will your proposal impact on the general health of the population of Torbay)			There is no differential impact.
16	Cumulative Impacts – Council wide (proposed changes elsewhere which might worsen the impacts identified above)	None		
17	Cumulative Impacts – Other public services (proposed changes elsewhere which might worsen the impacts identified above)	None		



Meeting: Policy Development and Decision Group (Joint Operations Team)

Date: 3rd September 2018

Wards Affected: All

Report Title: “Transport for the South West Peninsula” Sub-national Transport Body

Is the decision a key decision? Yes/No (delete as appropriate)

When does the decision need to be implemented? On or before 2nd October 2018

Executive Lead Contact Details: Cllr Robert Excell, Executive Lead for Community Services, robert.excell@torbay.gov.uk

Supporting Officer Contact Details: Kevin Mowat, Executive Head of Assets and Business Services, kevin.mowat@torbay.gov.uk

1. Proposal and Introduction

- 1.1. The Council has been requested to approve the formation of a shadow sub-national transport body (STB) for the South West Peninsula by entering an informal partnership with other authorities in the South West and key agencies responsible for infrastructure investment. The STB will be the principal mechanism for dialogue with Government regarding strategic transport investment in area.
- 1.2. There is a consensus amongst South West authorities that forming two bodies, initially as informal partnerships; would be the most effective way to swiftly put in place a clear mechanism for Government to engage formally with us on strategic transport investment matters, including use of a new roads fund to improve the major road network. The respective STBs can decide on the most appropriate progression after the informal partnership has been set up but this could include gaining Statutory Status.
- 1.3. The Council will work with Cornwall, Plymouth, Devon, Somerset and Dorset to form the South West Peninsula STB. At the same time, work is progressing to form the Western Gateway STB for the remainder of the South West comprising Gloucestershire, BANES, Poole, Bournemouth, Bristol, North Somerset, South Gloucestershire, Wiltshire, and the West of England Combined Authority.

2. Reason for Proposal and associated financial commitments

- 2.1. Sub-national Transport Bodies (STBs) were identified, with accompanying legislation, within the Cities and Local Government Devolution Act 2016. By formulating a statutory body, local authorities will have the ability to have direct influence over decisions that are currently within the control of Government and its agencies. The Act allows existing individual authorities to formally join in a partnership with another authority or authorities to formulate, and potentially deliver, a transport strategy for the wider area.
- 2.2. The South West remains the only part of England not covered by a STB, and Government has highlighted that it expects such a body to be put in place to enable discussion and agreement on strategic transport infrastructure investment priorities.
- 2.3. The South West Region risks losing out on essential infrastructure investment without such a body in place.
- 2.4. It is intended that the STB will meet informally in October 2018 and again in November having formally set up the partnership in advance.
- 2.5. The proposals contained in this report will commit the Council financially in respect of up to £20,300 initially to cover set up costs and early evidence base and business case work for the STB. This is calculated as a percentage based on population and contributes to a budget of up to £400,000. This is comparative to the recent formation of the South East STB which set a budget of £500,000. This figure is an estimate and until work commences and there is a clear understanding of what the STB will deliver and the evidence needed to support it, the actual costs will not be known.
- 2.6. There will likely be additional ongoing costs beyond the set-up which will require contributions in due course.
- 2.7. The STB will work to submit a proposal to Government for support funding alongside our contributions.
- 2.8. The initial set-up costs will be funded from the Planning Reserve as reflected in recommendation 3.7.

3. Recommendation(s) / Proposed Decision

- 3.1. The Elected Mayor be recommended to:
 1. Agree to join an informal partnership with Cornwall Council, Plymouth City Council, Torbay Council, Devon County Council and Dorset County Council; which will be known as a shadow sub-national transport body for the South West Peninsula (or similar), subject to Government agreeing with

that proposal, and subject to formal agreement of a final terms of reference once the partnership has formally convened.

2. Agree that the draft terms of reference attached as Appendix 1 provide an appropriate basis in principle upon which to create a partnership.
3. Delegate authority to the Executive Head of Assets and Business Services, in consultation with the Executive Lead for Community Services, to agree the final terms of reference for the shadow sub-national transport body subject to the terms being generally in accordance with the draft terms attached as Appendix 1.
4. Delegate authority to the Executive Head of Assets and Business Services, in consultation with the Executive Lead for Community Services, to develop and agree a constitution for the South West Peninsula sub-national transport body with the partner authorities, and an inter-authority agreement to enable the informal partnership to operate.
5. Appoint the Executive Lead for Community Services to represent the Council on the sub-national transport bodies.
6. Delegate authority to the Executive Head of Assets and Business Services, in consultation with the Executive Lead for Community Services, to agree a prospectus (and any other material as appropriate) for the proposed body for communication purposes.
7. Approve an initial partnership funding contribution of up to £20,300 from the Planning Reserve, to facilitate the development and operation of the partnership, and lever in match-funding from the Government; with the actual value of the contribution to be agreed between the parties following further development of technical workstreams.

Appendices

Appendix 1: Draft Terms of Reference for the Transport for the South West Peninsula Emerging Sub-National Transport Body

Appendix 2: Draft Collaboration Agreement for the Transport for the South West Peninsula Emerging Sub-National Transport Body

Appendix 3: Draft Constitution for the Transport for the South West Peninsula Emerging Sub-National Transport Body

Appendix 4: A letter from the South West Authorities to DfT officials in June 2018 setting out the rationale for the proposed bodies.

Section 1: Background Information

1.

What is the proposal / issue?

The Council has been requested to approve the formation of a shadow sub-national transport body (STB), known as the Transport for the South West Peninsula Emerging Sub-National Transport Body, by entering an informal partnership with other authorities in the South West and key agencies responsible for infrastructure investment. The STB will be the principal mechanism for dialogue with Government regarding strategic transport investment in area.

Local Authorities across England are responding to Government's request for more strategic thinking about transport investment with the aim of improving regional productivity and sustainable economic growth by joining up to become STB using legislation, within the Cities and Local Government Devolution Act 2016.

Nationally three STBs have been formed and are working towards becoming statutory authorities. They include: Transport for the North, Midlands Connect and England's Economic Heartland. In addition, a shadow STB has been created for South East England and work has begun on creating a STB for East Anglia. The South West remains the only part of England not covered.

A recent consultation document on defining a new tier in the major road network for England (MRN), has highlighted Government's intention to work with STBs to agree investment priorities. Authorities in the South West have identified that a failure to put STBs in place would present a considerable risk in missing investment opportunities, and that such bodies will provide a unique opportunity for unprecedented access to Government and a key role in advising on use of the new national roads fund and other infrastructure investment processes.

The proposal has evolved from discussion between all the upper tier and unitary authorities in the South West Region and has been discussed with the Department for Transport.

The Authorities are now well progressed in setting up two STBs, South West Peninsula and Western Gateway, to cover the South West Region; and the South West Peninsula are on-track to establish a shadow body (subject to approvals) as informal partnerships by October 2018 whilst longer-term discussions about statutory body status take place and continue thereafter.

	<p>The SW authorities wrote to DfT in June 2018 (attached as Appendix 2) setting out the intention to set up two bodies and explaining the benefits and opportunities that this would create.</p>
<p>2.</p>	<p>What is the current situation?</p> <p>Work is now underway to establish the detailed resourcing requirements and activity required to develop the evidence base and transport strategy which will be the key initial output from the Body to inform imminent discussions with Government about strategic transport investment needs</p> <p>Discussion and engagement with key stakeholders will form an important part of the activity needed to establish the Body, and the draft terms of reference propose a stakeholder group is formed as part of the governance arrangements.</p> <p>The draft terms of reference propose that the Body also includes representation from Network Rail, Highways England, Homes England and the Local Enterprise Partnerships as the key bodies responsible for strategic infrastructure investment in the area. Discussions with those organisations are underway.</p> <p>The draft terms of reference for both SW bodies refer to the opportunity for local authorities to become ‘associate members’ of bodies where they are not part of the core STB area but have important strategic connectivity issues and investment needs related to a neighbouring STB.</p> <p>The sub-national transport body model being followed is similar to the recently established ‘Transport for the South East’ which has an informal partnership in place utilising a £0.5m budget formed of contributions from its constituent authorities. The budget has been used to set up governance arrangements, a programme management office and technical workstreams which include preparing an initial evidence base and ‘connectivity review’ which has now been published. The body has recently been awarded £1m by the DfT to develop its transport strategy and activity needed to become a statutory body by 2020.</p>
<p>3.</p>	<p>What options have been considered?</p> <p>Several detailed options for setting up sub-national transport bodies have been discussed with the South West local transport authorities, and the proposal for the two bodies has emerged as the consensus view.</p> <p>The alternative options considered are as follows:</p>

	<ul style="list-style-type: none"> • Seek to establish a statutory body from the outset. This is not recommended due to the need to swiftly put in place a body for Government to deal with; statutory body status will take several years to progress. • Seek to establish one body for the whole South West Region. This is not recommended for the reasons set out in Appendix 2. • Not to form a partnership with other authorities and seek to negotiate future strategic transport investment with Government as an individual authority. This is not recommended as Government has expressed a strong preference for such bodies. An authority seeking an individual relationship with DfT on these matters would be unlikely to attract any significant new investment.
4.	<p>How does this proposal support the ambitions, principles and delivery of the Corporate Plan?</p> <p>The proposal supports the delivery of the following elements of the Corporate Plan.</p> <p>Ambitions: Prosperous and Healthy Torbay</p> <p>Principles:</p> <ul style="list-style-type: none"> • Use reducing resources to best effect • Integrated and joined up approach <p>Targeted actions:</p> <ul style="list-style-type: none"> • Working towards a more prosperous Torbay • Ensuring Torbay remains an attractive and safe place to live and visit
5.	<p>How does this proposal contribute towards the Council's responsibilities as corporate parents?</p> <p>Not applicable.</p>
6.	<p>How does this proposal tackle deprivation?</p> <p>Working in partnership with other local authorities through the Sub-National Transport Body will have a positive impact on our infrastructure which could lead to more job creation and housing which will help to tackle deprivation and reduce inequalities in Torbay.</p>
7.	<p>How does this proposal tackle inequalities?</p> <p>The STB will identify strategic transport infrastructure investment priorities which are intended to lead to funding allocations for new strategic transport schemes in the area, including within Torbay.</p>

	<p>Impacts on people with protected characteristics have been considered and the following issues identified: Any transport improvements will provide an appropriate environment for people with disabilities and for younger and older people to move around the area and use the transport system safely. The detailed designs of any schemes will be compliant with access requirements for people with disabilities. Contracts will cover requirements for the conduct of the staff on the ground.</p>
8.	<p>How does the proposal impact on people with learning disabilities?</p> <p>Not applicable</p>
9.	<p>Who will be affected by this proposal and who do you need to consult with?</p> <p>The proposal has evolved from discussion between all the upper tier and unitary authorities in the South West Region and has been discussed with the Department for Transport.</p> <p>A letter was sent from the South West Authorities to DfT officials in June 2018 setting out the rationale for the proposed bodies.</p> <p>Discussion and engagement with key stakeholders will form an important part of the activity needed to establish the Body, and the draft terms of reference propose a stakeholder group is formed as part of the governance arrangements.</p> <p>The draft terms of reference propose that the Body also includes representation from Network Rail, Highways England, Homes England and the Local Enterprise Partnerships as the key bodies responsible for strategic infrastructure investment in the area. Discussions with those organisations are underway.</p>
10.	<p>How will you propose to consult?</p> <p>See 9 above.</p>

Section 2: Implications and Impact Assessment

11.

What are the financial and legal implications?

Financial Implications

It is likely that additional financial resources will be required to set up and administer the new body. Technical work is also likely to be commissioned to develop the required evidence base and transport strategy setting out the strategic transport investment needs of the area. Government's intention is for the required evidence base to be proportionate and it is anticipated that much of the required information can be brought together from existing studies and expertise already within the partner authorities.

Nonetheless it is prudent to assume that some additional technical work will be required. The local transport authorities of the STB must make a contribution in respect of any reasonably incurred costs if they all agree on the need for a contribution and the amount required.

Costs will initially be shared between the six local authorities forming the partnership split proportionately per population, and the intention is to submit a business case to Government for additional funding to enable the body to become a sustainable entity.

An initial funding contribution of the order of £12,700-£22,300 is likely to be required from Torbay Council to fund the initial activity of the Body and lever-in Government financial support. This is based on a total partnership budget of £250,000 to £400,000, with work currently underway to establish a more accurate estimate of likely cost. By way of a comparison, Transport for the South East has an initial partnership budget of £500k. The financial implications will be kept under close review and the affordability of the Body will be reviewed in due course once the likelihood of Government support and the potential benefits from new infrastructure investment are clearly established.

Legal Implications

There is no statutory requirement for a sub-national transport body but Government has made it clear that its strong preference is for strategic transport infrastructure priorities to be established through such a body rather than dealing with individual local authorities.

The terms of reference for the body propose that a shadow body is created as an informal partnership whilst a more detailed business case for a statutory body with new powers is considered.

	<p>A statutory body would be constituted under the Cities and Local Government Devolution Act 2016 which enables the Secretary of State to establish such a body. The body would then be required amongst other things to publish a transport strategy for the area which the Secretary of State must have regard to in setting and implementing national transport policy as it relates to the STB area.</p> <p>Members of the STB Board will retain their existing accountabilities and responsibilities for transport. During the Board’s shadow operating phase they will also be responsible for ensuring that necessary approvals for STB Board decisions are obtained within their organisation.</p> <p>It is not proposed to establish standalone scrutiny arrangements for the STB during the shadow phase of operation but as formal proposal for a statutory body is developed for submission to Government, consideration shall be given in consultation with the DfT, as to what formal scrutiny requirements will be required once the STB is fully operational. During the shadow phase it will be for each of the Constituent Authorities to scrutinise the activities of the Board through their own scrutiny arrangements.</p> <p>During the shadow phase the STB has no statutory standing, cannot enter contracts and cannot employ staff. Therefore, for the shadow phase of operation, the STB will need to appoint a Lead Authority responsible for co-ordinating and administering the project including matters such as managing any available budget, keeping appropriate accounting and operational records and overseeing the preparation of the proposal to the Secretary of State to transition to a statutory Body.</p> <p>The full detail of the Lead Authority role will be set out in an Inter-Authority Agreement to be agreed by all Constituent Organisations.</p> <p>HR Implications</p> <p>There are no HR implications at this stage in setting up a shadow STB as an informal partnership. In due course the Lead Authority may need to employ dedicated staff to administer the shadow Body and this will be a matter for further decisions once the Lead Authority is identified.</p>
<p>12.</p>	<p>What are the risks?</p> <p>The key risk is a loss of potential strategic infrastructure investment should the Council choose not to enter into a partnership to form a sub-national transport body.</p>
<p>13.</p>	<p>Public Services Value (Social Value) Act 2012</p>

	<p>At this stage there are no procurement implications. However, development of the evidence base is likely to require some procurement in due course. This may be arranged through a lead Authority.</p>
14.	<p>What evidence / data / research have you gathered in relation to this proposal?</p> <p>See section 2 above.</p>
15.	<p>What are key findings from the consultation you have carried out?</p> <p>A draft terms of reference for the shadow South West Peninsula STB has been drafted and is attached as Appendix 1.</p> <p>Work is now underway to establish the detailed resourcing requirements and activity required to develop the evidence base and transport strategy which will be the key initial output from the Body to inform imminent discussions with Government about strategic transport investment needs.</p> <p>Corridor alliances such as those formed around the A303 corridor and the Bristol South West Economic Link are a strong feature of joint working in the area and will remain a key mechanism for joint working between the sub-national bodies.</p> <p>The draft terms of reference for both bodies refer to the opportunity for local authorities to become 'associate members' of bodies where they are not part of the core STB area but have important strategic connectivity issues and investment needs related to a neighbouring STB. (For example, it would be beneficial for Somerset County Council to become an associate member of the Western Gateway STB given the investment needs and connectivity issues on the road and rail corridors that would be shared priorities with the Western Gateway area (e.g. M5, A38, A303, rail links to Bristol etc).)</p> <p>Similarly the West of England Combined Authority has recently been created to facilitate strategic planning for the West of England area and there may be opportunities and benefits with forming a more formal association with that body.</p> <p>The sub-national transport body model being followed is similar to the recently established 'Transport for the South East' which has an informal partnership in place utilising a £0.5m budget formed of contributions from its constituent authorities. The budget has been used to set up governance arrangements, a programme management office and technical workstreams which include preparing an initial evidence base and 'connectivity review' which has now been published. The body has recently been awarded £1m by the DfT to develop its transport strategy and activity needed to become a statutory body by 2020.</p>

16.	Amendments to Proposal / Mitigating Actions None.
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Equality Impacts

17.	Identify the potential positive and negative impacts on specific groups			
		Positive Impact	Negative Impact & Mitigating Actions	Neutral Impact
	Older or younger people	Any transport improvements will provide an appropriate environment for people with disabilities and for younger and older people to move around the area and use the transport system safely. The detailed designs of any schemes will be compliant with access requirements for people with disabilities. Contracts will cover requirements for the conduct of the staff on the ground.		
	People with caring Responsibilities			There is no differential impact.
	People with a disability	Any transport improvements will provide an appropriate environment for people with disabilities and for younger and older people to move around the area and use the transport system safely. The detailed designs of any schemes will be compliant with access requirements for people with disabilities. Contracts will cover requirements for the conduct of the staff on the ground.		

Women or men			There is no differential impact.
People who are black or from a minority ethnic background (BME) (<i>Please note Gypsies / Roma are within this community</i>)			There is no differential impact.
Religion or belief (including lack of belief)			There is no differential impact.
People who are lesbian, gay or bisexual			There is no differential impact.
People who are transgendered			There is no differential impact.
People who are in a marriage or civil partnership			There is no differential impact.
Women who are pregnant / on maternity leave			There is no differential impact.
Socio-economic impacts (Including impact on child poverty issues and deprivation)			There is no differential impact.
Public Health impacts (How will your proposal impact on the general health of the population of Torbay)			There is no differential impact.

16	Cumulative Impacts – Council wide (proposed changes elsewhere which might worsen the impacts identified above)	None
17	Cumulative Impacts – Other public services (proposed changes elsewhere which might worsen the impacts identified above)	None

Transport for the South West Peninsula Emerging Sub-National Transport Body

Terms of Reference [DRAFT]

1. Purpose

- 1.1. These terms of reference concern the shadow Transport for the South West Peninsula Sub-National Transport Body and its associated sub groups.

2. Sub-National Transport Bodies (STBs) for the South West Region

- 2.1. Local Authorities across England are embracing the new legal powers and duties set out under the Cities and Local Government Devolution Bill to establish statutory regional transport bodies.
- 2.2. These bodies will advise ministers on the investment priorities across their functional economic geographies and the strategic transport schemes needed to further economic growth.
- 2.3. There is a firm consensus across the South West Region that the formulation of two sub-national bodies will be the most efficient and effective way to deliver infrastructure that keeps pace with our accelerated growth programmes. In recent years, two distinct sub national groupings have emerged in relation to particular economic challenges and functional geographies, and these already have a clear understanding of the strategic investment needs in their area:
 - The **Western Gateway** has the well-established West of England (WOE) city region at its core and is already jointly planned on a statutory basis. It is on the axis of a number of routes into the Bristol city region area and the Bournemouth/Poole city region area. Investment needs are more likely to focus more on metropolitan transit solutions and strengthening core routes to manage growth of the two city-regions.
 - The **South West Peninsula** has well-established joint planning arrangements for strategic rail investment in the form of the Peninsula Rail Task Force. The Peninsula challenge is to enable peripheral areas to become more productive and reduce journey times on key strategic routes connecting with other economic hubs. There are also a more dispersed set of place-based growth challenges including city growth, rural mobility and maximising the economic potential of the region's natural assets.
- 2.4. Corridor alliances such as those formed around the A303 corridor and the Bristol South West Economic Link will remain a key mechanism for joint working between the STBs.
- 2.5. The collaborative development and management of the STBs will continue to be monitored and managed by Senior Officers attending the South West ADEPT Board.

3. The South West Peninsula

- 3.1. The South West Peninsula is an important economy with a population of around 2.5m, contributing over £51bn of GVA to the national economy.
- 3.2. The peninsula has significant opportunities for sustained growth with some of the country's most successful businesses, leading universities, the biggest naval base in Western Europe, the UK's largest infrastructure project at Hinkley Point C, world leading science research and innovation and a host of cutting edge companies.
- 3.3. Despite the enormous potential in its businesses, its people and its places, the South West faces a wider challenge of proximity and poor connectivity with the rest of the country. The economy is not as strong as it could be, with GVA per head in the South West Peninsula of £19,117 compared to £26,621 nationally. This falls to as

low as £13,386 in some areas of this geography, with two of the South West Peninsula LEP (Local Enterprise Partnership) areas remaining within the bottom four least productive nationally. There is however a wide variation across the area with cities like Exeter and Plymouth demonstrating stronger rates of productivity growth after the recession and with levels comparable to the UK average.

- 3.4. Establishing an STB for the South West Peninsula would facilitate the development and implementation of a transport strategy that furthers the economic growth of the South West Peninsula and addressing the GVA points in paragraph 3.3. Investment in the South West with a greater level of local input is therefore vital to address the national rebalancing issue, driving long term, transformational growth and ensuring the region can continue to keep pace with the rest of the UK.
- 3.5. The South West Peninsula Transport authorities are best placed to develop and deliver a strategy that prioritises future strategic, transformational and large-scale transport investment in the South West, enabling the region to accelerate its economic and housing growth.
- 3.6. Our grouping reflects the close, historic ties and a commitment to work collectively to address the wider challenges of proximity and connectivity with the rest of the country.
- 3.7. The South West Peninsula authorities are committed to working together to prioritise future investment and benefit the economic performance of the South West Peninsula region with the key aims of:
 - Driving economic growth by delivering a substantial place-based programme;
 - Addressing the productivity gap between the South West Peninsula and the rest of the United Kingdom; and
 - Reducing the rural peripherality of the region.
- 3.8. Transport for the South West Peninsula is the partner authorities' response to the need for a STB in order to ensure one collective voice represents the strategic transport issues in the region.
- 3.9. As such, the Transport for the South West Peninsula STB provides a single point of contact for Government, its agencies, infrastructure and service providers on strategic transport issues.
- 3.10. The proposed area allows for genuine strategic consideration and planning of transport infrastructure, with those included in the STB boundary demonstrating a willingness to be involved. The South West Peninsula authorities will retain a co-operative narrative focussing on shared strategic travel corridors and shared benefit of the importance of critical national and international links.
- 3.11. Several of the local authorities have previous experience working together to present a united voice on strategic transport matters, with the Peninsula Rail Task Force (PRTF) having produced a 20-year plan in 2016 aimed at making the case for a sequenced programme of investment towards improving rail resilience, connectivity and comfort for rail services to and from the region. The PRTF has incorporated Dorset County Council as a member, which aligns with the Transport for the South West Peninsula STB constituent authority grouping.
- 3.12. Whilst currently there are six Peninsula Local Highway Authorities forming the proposed STB grouping, it remains open to other bodies joining should there be a mutual benefits in doing so.

4. Statement of Purpose

4.1. The Transport for the South West Peninsula STB will:

- Develop and publish a transport strategy for the South West Peninsula area in consultation with the Western Gateway STB to ensure there is a consistent strategy for connecting corridors.
- Develop a transport evidence base for the South West Peninsula to identify and prioritise scheme delivery for consideration by the Department for Transport.
- Enable a more effective and meaningful engagement with the Department for Transport, infrastructure agencies (such as Highways England and Network Rail), service providers (such as bus and train operating companies) and Homes England.
- Provide the focus for a single conversation on strategic transport and infrastructure related activities.
- Ensure that rural mobility is addressed through innovative solutions to tackle poverty and suppressed demand.
- Agree the sequencing of priorities/schemes with Network Rail, train operating companies and Highways England to ensure there is a joint approach to the development and delivery of strategic infrastructure.
- Agree the needs of the South West in future specifications for public transport franchises in the region.
- Provide the opportunity to share technical expertise and resources across the partners to assist with the development, assessment and implementation of proposals.

4.2. In this way the partners will be able to:

- Identify and maintain a single overview of strategic transport priorities in liaison with stakeholders as appropriate.
- Manage the resources available to establish project teams as a means of providing the leadership required to develop strategic proposals, including engagement with business and the wider community.
- Establish joint teams to undertake and commission work (including the development of business cases) to secure investment funding to enable the delivery of strategic proposals.
- Work with Government and its agencies to co-design nationally delivered transport investment programmes.
- Utilise the joint view of investment priorities for the South West Peninsula to influence funding processes including Network Rail's Control Periods; Highways England's Road Investment Strategy and in respect of the Major Road Network, the Department for Transport's National Roads Fund.
- Explore the rationalisation of existing groups associated with transport investment prioritisation across the geographic area.

4.3. The Transport for the South West Peninsula STB will enable the partners to realise:

- An accelerated growth programme, raising productivity across the region above the projected local and national baseline.
- Greater added value through the sharing of knowledge, skills and resources.
- More efficient operation of the strategic and major road networks.

- Improved resilience and reliability of the transport system, particularly during periods of disruption (both planned and unplanned).
- More efficient and effective delivery of infrastructure, with schemes delivered faster and at less cost.
- More effective engagement with, and influence over, decision making at the national level.
- Enhanced job opportunities and accelerated housing delivery, better access to education, improved local public services and better supported tourism and recreation through an improved transport system.
- Improved national and international connection in to, out of and across the region, supporting commerce.
- Improved links across the South West Peninsula, including to our ports and airports to enable freight and goods to move more efficiently.

4.4. In addition and whilst in shadow form a key task of the STB Board will be to prepare a submission to Government in relation to the creation of a statutory STB for the South West Peninsula.

5. Membership of the Transport for the South West Peninsula STB Board

5.1. The core membership of the STB Board comprises an elected member representative of each of the Local Transport Authorities within the area. The Board may appoint representatives of other councils and key organisations to the Board as co-opted members. It is anticipated that the STB Board will offer co-opted member status to representatives of the organisations listed in 5.3 below to establish a collaborative partnership that enables a single co-ordinated conversation. Other organisations such as board authorities may also apply for co-opted member membership.

5.2. The core members of the STB board are set out below:

Local Transport Authorities	Cornwall Council
	Devon County Council
	Dorset County Council
	Plymouth City Council
	Somerset County Council
	Torbay Council

5.3 It is anticipated that the STB will offer co-opted membership to representatives of the following:

Local Enterprise Partnerships	Cornwall and the Isles of Scilly
	Heart of the South West
	Dorset
Government and Agencies	Department for Transport
	Highways England
	Network Rail
	Homes England

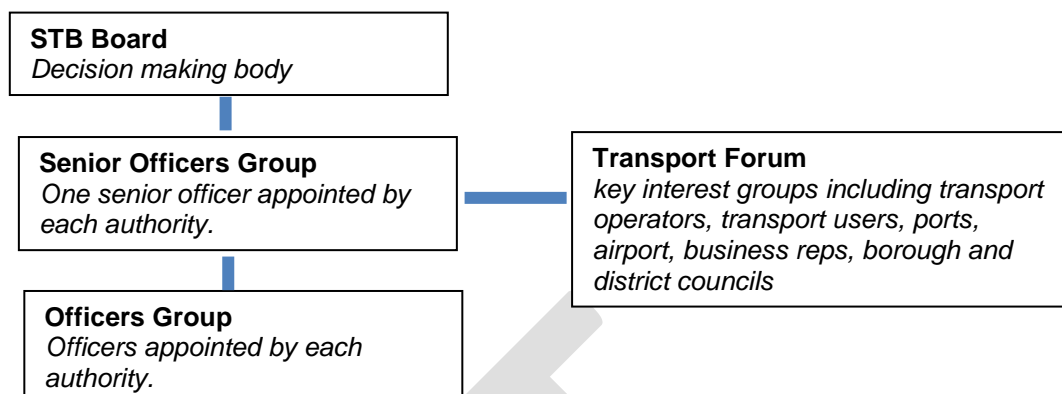
Other Organisations	Transport Forum Western Gateway STB
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- 5.4 It is for each Local Transport Authority to nominate a councillor as their representative on the STB board. The expectation is that these appointments will be the relevant portfolio holder.
- 5.5 Where representatives are invited to join the Board as co-opted members, it will be for the nominating organisation to decide who to nominate but the expectation will be that the Local Enterprise Partnerships are represented by a member of their governing Board.
- 5.6 A Transport Forum will be formed to represent key interest groups including transport operators, transport users, ports, airport, business reps, borough and district councils within the STB geography. It is anticipated that the STB will offer co-opted member status to the chair of this group to represent their views at Board meetings.
- 5.7 Nominating councils and organisations with co-opted membership can appoint substitutes to attend meetings of the STB board if the nominated representative is unable to attend. They should have an equivalent level of representation and authority to the nominated member.
- 5.8 Each Council representative listed in 5.2 shall have one vote. It is for the Board to decide whether the co-opted member representatives listed in 5.3 have voting or non-voting status.
- 5.9 Individual members of the STB board will be responsible for ensuring their organisation is kept briefed on the work of the STB.
- 5.10 The Chair of the STB board will be a representative from a Local Transport Authority, who will serve in the role for one municipal year. A Vice-Chair will be appointed from the STB board Local Transport Authority core membership.
- 5.11 The Chair and Vice-Chair will rotate annually amongst its elected membership. The rotation will be defined alphabetically by Local Authority with no single organisation holding the chair for successive years. The Vice-Chair will become the chair in the subsequent year.
- 5.12 Members of the STB board will retain their existing accountabilities and responsibilities for transport. The assumption will be that the individual transport authority representatives have a consistent level of delegation from their Council. During the Board's shadow operating phase they will also be responsible for ensuring that the necessary approvals for STB Board decisions are obtained within their organisation. The STB has full decision-making responsibility for the functions of the STB as set out in paragraph 4.1 above, subject to the following requiring the approval of the constituent authorities:
- The Transport Strategy for the South West Peninsula.
 - The criteria to inform strategic priorities for investment.
 - Any additional budget contributions required to support the work of the STB beyond the agreed operating budget of the STB.
- 5.13 Membership of the STB board does not:
- Oblige partners to be involved in all activities, projects or proposals.
 - Preclude any member from working cross-boundary with other Local Transport Authorities or strategic transport organisations.

6 Ways of Working

- 6.4 Meetings of the STB board will be held quarterly. The date and time of the meetings will be fixed by the secretariat in consultation with constituent organisations. All papers and meetings will be in public, with all interested parties able to attend meetings.
- 6.5 Written notice of meetings, along with the agenda and associated papers will be sent to members at least five working days in advance of any meeting. Late items will be distributed or tabled only in exceptional circumstances with the agreement of the Chair.
- 6.6 Where required, extraordinary meetings can be held with the agreement of the Chair.
- 6.7 The quorum for the meetings will be at least three members to include a minimum of two elected members present from the core local transport authority membership.
- 6.8 In principle, decisions and recommendations will be reached by consensus. Where decisions cannot be reached by a consensus, voting will take place and decisions will be agreed by a simple majority of all voting members present.
- 6.9 Where there are equal votes, the Chair of the meeting will have the casting vote.
- 6.10 Third parties may be invited to participate in meetings of the STB board and invited to be members of project teams established by the STB.
- 6.11 STB recommendations to the constituent authorities for decision will be via a single template report to ensure consistency of reporting and decision-making. In addition to the decision reports, regular update reports about the work of the STB will be submitted to the constituent authorities for information.
- 6.12 Third parties may request to address the STB board on a specific issue or proposal. The Chairman of the STB board will determine whether to grant the request.
- 6.13 The STB board may decide to establish sub-groups where this is appropriate in order to address specific issues: sub-groups may be either time-limited in their duration or standing sub-groups where the issue is on-going.
- 6.14 The secretariat for meetings of the STB board will be provided by the Local Transport Authority that provides the Chairman of the STB board, supported by the programme team.
- 6.15 The work of the STB board will be supported by a Senior Officers Group and an Officers Group. The Senior Officers groups will comprise Local Authority Directors and will provide support to the STB Board. The Officers Group will provide technical and professional advice drawn from the Local Transport Authorities and Local Enterprise Partnerships. The Officers Group will be required to attend meetings of the STB as necessary.
- 6.16 The Officers Groups will maintain an overview of the activities taken forward as part of the STB and ensure that the work programme adopted by the STB is delivered.
- 6.17 It is not proposed to establish stand alone scrutiny arrangements for the STB during the shadow phase of operation but as formal proposal for a statutory body is developed for submission to Government, consideration shall be given in consultation with the DfT, as to what formal scrutiny requirements will be required once the STB is fully operational. During the shadow phase it will be for each of the Constituent Authorities to scrutinise the activities of the Board through their own scrutiny arrangements.

6.18 A summary of the STB structure is shown below:



7 Finance

7.4 The Local Transport Authorities of the STB must make a contribution in respect of any reasonably incurred costs of the Transport for the South West Peninsula STB if they all agree on the need for a contribution and the amount required.

7.5 The amount of any contribution is to be apportioned between the constituent authorities in proportion to the total resident population of the area of each authority at the relevant date as estimated by the Statistics Board.

7.6 Each constituent authority may contribute to the costs of the Transport for the South West Peninsula STB individually if it chooses to do so.

7.7 The STB will seek funding from the Department for Transport to accelerate the development and delivery of its transportation strategy including supporting plans such as our evidence base and communications/marketing plan.

7.8 The STB budget will be held and administered by the lead authority – see below.

8 Lead Authority

8.4 During the shadow phase the STB has no statutory standing, cannot enter contracts and cannot employ staff. Therefore, for the shadow phase of operation, the STB will need to appoint a Lead Authority to:

- co-ordinate and administer the project and meetings of the Board.
- manage the budget for, and the sound financial management of, the Project. The budget will be allocated in accordance with the decisions of the Board as authorised by the Constituent Authorities.
- claim, draw down and account for all funds due from the Constituent Authorities and any other body.
- provides procurement services to all contracts let on behalf of the Board.
- keep appropriate accounting and operational records.
- procure on behalf of the Constituent Authorities such external support, advice or consultancy services that are considered necessary by the Shadow Partnership Board or the Senior Officer Group having considered opportunities to utilise contracts already held by individual authorities.
- oversee the preparation of the proposal to the Secretary of State to transition to a statutory STB.
- prepare a communications and marketing strategy for the project for the approval of the Board and then to implement the strategy.

8.5 The full detail of the Lead Authority role will be set out in a Collaboration Agreement to be agreed by all Constituent Organisations.

DRAFT

Dated

2018

- (1) CORNWALL COUNCIL
- (2) DEVON COUNTY COUNCIL
- (3) DORSET COUNTY COUNCIL
- (4) PLYMOUTH CITY COUNCIL
- (5) SOMERSET COUNTY COUNCIL
- (6) TORBAY COUNCIL

**COLLABORATION AGREEMENT
RELATING TO
THE ESTABLISHMENT OF TRANSPORT FOR THE SOUTH WEST PENINSULA**

Strategy, which will require the procurement of external professional advice.

- E. The Parties agree to appoint an authority to act on behalf of the other parties (“Lead Authority”) to carry out those responsibilities set out in section 4 of this agreement in relation to ensuring that the administrative requirements of the Project are met and undertake any necessary procurement exercises.
- F. This Agreement sets out the undertakings given by each of the Parties and the general arrangements between the Parties in relation to administration of the shadow body and the establishment of the TftSWP Board.
- G. Unless the context requires otherwise, in this Agreement:
 - (a) reference to any statute, order, regulation or other similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended or re-enacted by any subsequent statute, order, regulation or instrument;
 - (b) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - (c) words importing the masculine include the feminine and the neuter and vice versa;
 - (d) the words “include”, “includes” “including” “for example” and “in particular” and words of similar effect shall be construed as if they were immediately followed by the words “without limitation”;
 - (e) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - (f) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - (g) any reference in this Agreement to a “clause”, “appendix” or “paragraph” are references respectively to a clause, appendix or paragraph of this Agreement;

IT IS HEREBY AGREED AS FOLLOWS

2. Key principles of Joint Working

2.1 The Parties agree to adopt the following principles when carrying out the Project, to:

- (a) collaborate and co-operate to ensure that all activities are delivered and actions taken in a timely manner and recognising the time critical nature of the Project;
- (b) be accountable for performance of the respective roles and responsibilities set out in this Agreement;
- (c) communicate openly about major concerns, issues or opportunities;
- (d) share information, experience, materials and skills to ensure effective working practices, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) act in a positive proactive manner;
- (f) adhere to statutory requirements and best practice, including EU and UK procurement rules, data protection and freedom of information legislation;
- (g) manage stakeholders effectively;
- (h) ensure sufficient and appropriately qualified resources are available and authorised to fulfil the Project objectives; and
- (i) act in good faith to support achievement of the Project objectives and comply with these principles.

3. Project Governance

3.1 Overview

3.1.1 The governance structure set out in Appendix A provides a structure for the development and delivery of the Project and may be varied by the Partnership Board or the Senior Officer Group at their discretion.

3.2 Partnership Board

3.2.1 The Parties shall form a partnership board made up of elected representatives from the Parties and co-opted members from other partner organisations as agreed by voting members of the Board, (the "**Partnership Board**"). The Partnership Board will provide the overall strategic oversight and direction to the Project. The terms of reference for the Partnership Board will be determined by the Parties in accordance with the Terms of Reference for the TftSWP

3.3 Senior Officers Group

3.3.1 The senior officers of each Party will provide strategic management at Project and workstream level in **the Senior Officers Group**). The Senior Officers Group will provide assurance to the Partnership Board that the objectives of the Project are being met and that the Project is performing within the boundaries set by the Partnership Board. The terms of reference for the Senior Officers Group will be determined by the Partnership Board.

3.3.2 The Senior Officer Group shall have responsibility for the creation and execution of the Project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate, and can establish such support groups as they consider necessary.

3.4 Reporting

3.4.1 **Partnership Board:** Board meetings will be held under the provisions of the Local Government Access to Information requirements. The Minutes and actions will be recorded for each meeting and published. Any additional reporting requirements shall be at the discretion of the Partnership Board.

3.4.2 **Senior Officers Group:** Minutes and actions will be recorded for each SOG meeting highlighting: progress in the relevant period; issues being managed; issues requiring a decision from the Partnership Board but will not be published outside of the membership.

4. Roles and Responsibilities

4.1 The Lead Authority shall be such Party as may be agreed from time to time by the Parties. The Lead Authority shall:

- (a) co-ordinate and administer the project and meetings of the Board;
- (b) manage the budget for, and the sound financial management of, the Project. The budget will be allocated in accordance with the decisions of the Board as authorised by the Constituent Authorities;
- (c) claim, draw down and account for all funds due from the Constituent Authorities and any other body;
- (d) provides procurement services to all contracts let on behalf of the Board;
- (e) keep appropriate accounting and operational records;
- (f) procure on behalf of the Constituent Authorities such external support, advice or consultancy services that are considered necessary by the Shadow Partnership Board or the Senior Officer Group having considered opportunities to utilise contracts already held by individual authorities;
- (g) oversee the preparation of the proposal to the Secretary of State to transition to a statutory STB; and
- (h) prepare a communications and marketing strategy for the project for the approval of the Board and then to implement the strategy.

5. Length of the Agreement

- 5.1 This Agreement shall commence on ??????? (“**Commencement Date**”) and shall expire upon the earlier of:
- (a) the date on which each Party agrees in writing to its termination; or
 - (b) the date on which only one Party remains a party to this Agreement.
- 5.2 Termination of a Party’s interest under this Agreement shall have no effect on any rights or remedies of any Party already accrued, prior to the date upon which such termination takes effect.

6. Contractual Relationship between the Parties and Service Providers of the Contract

- 6.1 The Lead Authority will enter into any contracts with third parties “**Third Party Contracts**” on behalf of itself and the Parties.
- 6.2 The Lead Authority will under any Third Party Contract act as a prime contractor for the delivery of the services to the Parties and will be responsible for ensuring delivery of the services to the Parties by the service provider and management of the Third Party Contract.
- 6.3 The Parties agree that the terms and conditions of any Third Party Contract between the Lead Authority and a service provider shall be largely that of the Lead Authority’s standard terms and conditions of services, save for any particular amendments the Parties reasonably request to these standard terms or any additional specific terms and conditions reasonably requested to be included in the Third Party Contract to reflect the different Parties’ requirements (such requests not to be unreasonably refused). For the avoidance of doubt, the Parties agree that the Lead Authority shall retain ultimate discretion over the terms and conditions to be included in a Third Party Contract.
- 6.4 Save as expressly provided in this Agreement or otherwise agreed in writing, no Party shall:
- (a) incur any liabilities on behalf of another Party;
 - (b) make any representations or give any warranty on behalf of another Party;
 - (c) enter into any contract or obligation on behalf of another Party; or
 - (d) commit to any expenditure as a result of which another Party shall be required to it.

7. No Partnership or Agency

- 7.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this Agreement.
- 7.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

8. Variations to this Agreement

- 8.1 Any variation to this Agreement will only be effective if it is made in writing and signed by duly authorised representatives of all the Parties.

9. Termination of this Agreement/Leaving the Collaboration

- 9.1 A Party may terminate their involvement in this Agreement and any Third Party Contract upon giving the other Parties no less than six (6) months written notice, such notice to expire on 31 March in the relevant year. It is acknowledged by the Parties that it is the intention that this Agreement will remain in place for the duration of any Third Party Contract and any Party's withdrawal from the Agreement should be due to exceptional circumstances. Where any Party is considering withdrawing from the Agreement it shall, prior to serving notice under this clause, convene a meeting between all Parties to discuss the reasons for withdrawal and any reasonable solutions.
- 9.2 Each Party acknowledges that its withdrawal from this Agreement may result in the remaining Parties incurring additional costs. These additional costs could include, but are not limited to, the costs of undertaking a variation of any Third Party Contract or a re-procurement of the services provided under a Third Party Contract, any outstanding Third Party Contract price payable, costs that may result from any consequential delay in the service commencement of any Third Party Contract and potential increased costs arising from any re-apportionment of contributions over a reduced number of Parties where a Third Party Contract does not provide for a possible variation in the level of services and price.
- 9.3 In the event of a withdrawal pursuant to clause 9.1, the withdrawing Party shall indemnify the remaining Parties against any costs, liabilities or expenses incurred as a result of the withdrawal.
- 9.4 Where any Party withdraws from this Agreement:
- (a) save as otherwise set out in this Agreement, its obligations in relation to the Agreement and delivery of the Project shall cease from the date of expiry of the notice given under clause 9.1;
 - (b) this shall not affect any accrued right or remedies under this Agreement; and
 - (c) clause 14 (Dispute Resolution) shall remain in force in respect of any of the matters arising from the performance of or withdrawal of any Party under this Agreement.
- 9.5 If the Lead Authority wishes to withdraw from this Agreement under clause 9.1 and no longer act as the Lead Authority it shall do all things necessary to novate (transfer) any Third Party Contracts to its successor Lead Authority.

10. Information

- 10.1 The Parties shall comply in all respects with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 1998, in so far as they apply to the Project and shall provide sufficient guarantees in respect of the security measures taken with regard to all information.

10.2 The Parties acknowledge that all other Parties are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA") and shall, where reasonable, assist and co-operate with all other Parties at their own expense to enable each Party to comply with its information disclosure obligations and nothing in this Agreement shall inhibit a Party in complying with its obligations under the FOIA.

10.3 Each Party shall use all reasonable endeavours to ensure that any formal public statements made by a Party as to each other's activities or the terms or performance of the Agreement and/or the Contract shall only be made after consultation with the other Parties. No Party shall make use of another Party's logo without their express permission.

11. Announcements

11.1 Subject to [Clause 11.2], no Party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed). The Parties shall consult together on the timing, contents and manner of release of any announcement.

11.2 Where an announcement is required by law or any governmental or regulatory authority, or by any court or other authority of competent jurisdiction, the Party required to make the announcement shall promptly notify the other Parties. The Party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

12. Insurance

12.1 Each Party shall obtain and maintain throughout the term of this Agreement insurance sufficient to cover all of their obligations under this Agreement. Each Party shall indemnify the others against loss sustained as a result of a breach of this clause.

13. Costs and Expenses

13.1 The costs of the Project, including, but not limited to, any costs incurred by the Lead Authority relating to the Project (which may include any staffing, redundancy, or procurement costs) shall be shared by the Parties according to the contributions set out in Appendix B ("**Financial Contributions**"). This is in accordance with the Terms of Reference for the TftSWP.

14. Confidentiality

14.1 The Parties must use all reasonable endeavours to ensure that they (and any person employed or engaged by them) will:

- (a) only use Confidential Information for the purposes of this Agreement; and
- (b) not disclose any Confidential Information to any third party without the other's Parties' prior written consent (which the Parties shall be entitled to refuse without giving any reason).

14.2 Notwithstanding Clause 14.1 above the Parties shall be allowed to disclose any Confidential Information to any permitted sub-contractor or other person properly engaged by any Party in connection with this Agreement or the delivery of the Project provided that in each such case the sub-contractor or person concerned has signed a confidentiality undertaking on substantially the same terms as set out here.

14.3 The restrictions in Clause 14 shall continue to apply after this Agreement has come to an end (however caused), but they shall not apply (whether whilst this Agreement is in force or after) to information which:

- (a) is in, or comes into, the public domain (except if this is as a result of a breach by any Party of this Clause);
- (b) is required to be disclosed by law;
- (c) was already in any Party's possession without any restriction as to its use;
- (d) subsequently lawfully comes into any Party's possession from a third party; or
- (e) is required to be disclosed by any regulatory body or governmental body.

14.4 For the purposes of this clause 14, "Confidential Information" shall mean any information data and/or material of any nature which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, staff and other personnel suppliers of any party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 (as may be amended by the General Data Protection Regulation).

15. Dispute Resolution

15.1 Where any dispute arises between the Parties in connection with this Agreement, all Parties will use their best endeavours to resolve that dispute on an informal basis.

15.2 Where any dispute is not resolved under clause 15.1, any Party may convene a meeting of the Senior Officers Group to attempt to resolve the dispute.

15.3 If any dispute is not resolved under clauses 15.1 or 15.2, any Party may refer the dispute to the Partnership Board to resolve. Subject to clause 18, a resolution passed by the Partnership Board to determine the matter shall be final and binding on the Parties.

16. Entire Agreement

16.1 This Agreement, together with the appendices and all other documents attached or referred to in this Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes any prior agreement, arrangement or understanding between the Parties regarding its subject matter.

16.2 No representation, promise or undertaking shall be taken to have been made or implied from anything said or written in negotiations between the Parties prior to the date of this Agreement, except as expressly set out in this Agreement.

17. Counterparts

17.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each person who is a Party at the date hereof has executed at least one counterpart.

17.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

18. Governing Law and Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 15, each Party agrees to submit to the exclusive jurisdiction of the courts of England.

19. Notices

19.1 Except as otherwise expressly provided within this Agreement or as required by the Civil Procedures Rules, any notice or other communication required to be given under or pursuant to this Agreement shall be in writing and may be given by:

19.1.1 delivering the notice by hand, in which case the notice shall be deemed to have been duly served at the time it is so delivered or left; or

19.1.2 posting the notice in a pre-paid envelope by first class, special delivery or recorded delivery post, in which case the notice shall be deemed to have been duly served at the time it would be delivered in the ordinary course of that method of posting; or

19.1.3 by email, in which case the notice shall be deemed to have been duly served at the time of transmission (provided, proof of successful delivery can be produced).

19.2 For the purposes of a notice pursuant to this clause 18, the address of each Party shall, unless a Party notifies otherwise, be as set out in this Agreement.

19.3 Any Party may change its address for service by serving a notice in accordance with this clause.

Signed for and on behalf of **Cornwall Council**

Authorised Signatory

Print Name:.....

Date:.....

Signed for and on behalf of **Devon County Council**

Authorised Signatory

Print Name:.....

Date:.....

Signed for and on behalf of **Dorset County Council**

Authorised Signatory

Print Name:.....

Date:.....

Signed for and on behalf of **Plymouth City Council**

Authorised Signatory

Print Name:.....

Date:.....

Signed for and on behalf of **Somerset County Council**

Authorised Signatory

Print Name:.....

Date:.....

Signed for and on behalf of **Torbay Council**

Authorised Signatory

Print Name:.....

Date:.....

APPENDIX A – GOVERNANCE STRUCTURE

To be inserted

APPENDIX B – FINANCIAL CONTRIBUTIONS

- B1 The Lead Authority shall invoice the other Parties for their Financial Contribution on a [insert] basis (“the Payment Period”). The Financial Contribution due to the Lead Authority shall be paid by each relevant Party within 30 days of receipt of the invoice.
- B2 The Parties’ Financial Contributions shall be reviewed annually following a first review in advance of the 2020/21 financial year and calculated in accordance with the latest population figures available at the time of the review:

Name of Constituent Authority	Type of Authority	Population	% cost share	Budget £
Devon County Council	County	779,000	29	
Dorset County Council	County	412,000	16	
Somerset County Council	County	530,000	20	
Cornwall Council	Unitary	536,000	20	
Plymouth City Council	Unitary	262,400	10	
Torbay Council	Unitary	134,400	5	

THE CONSTITUTION OF THE TRANSPORT FOR THE SOUTH WEST PENINSULA

SHADOW BOARD (TftSWP)

1. Introduction

- 1.1. The Cities and Local Government Devolution Act makes provision for the establishment and constitution of Sub-National Transport Bodies (STBs) for any area in England (outside of Greater London).
- 1.2. The establishment of an STB as a statutory body requires approval from Government and a Statutory Instrument must be agreed by Parliament. It has been agreed by each of the Constituent Authorities to establish a shadow body which will operate until a statutory body is approved.
- 1.3. This Constitution will govern the running of the shadow body and will form the basis of the proposal to the Secretary of State for Transport for a statutory body which will be developed over the coming months and presented to the Shadow Partnership Board and the Constituent Authorities for consideration and approval. The proposal to the Secretary of State will also set out the powers that the body will be seeking, which will be informed by the TftSWP's vision, Transport Strategy, and negotiations with the Department for Transport (DfT).

2. Constituent Authorities

The Constituent Authorities are the following Local Transport Authorities situated within the South West Peninsula:-

- Cornwall Council
- Devon County Council
- Dorset County Council
- Plymouth City Council
- Somerset County Council
- Torbay Council

3. Area of the TftSWP Board

This will be the area of the Constituent Authorities.

4. Name

The name of the Shadow Sub-National Transport Body will be Transport for the South West Peninsula.

5. Terms of Reference

5.1. The Terms of Reference of the TftSWP Board will be those that the body may from time to time at its discretion determine but will include:

- Developing and publishing a transport strategy for the area.
- Developing responsibilities and accountabilities (including their delegation) for the TftSWP Board including governance and assurance arrangements.
- Preparing a submission to Government in relation to the creation of a statutory Sub-National Transport Body for the area of the TftSWP.

6. Membership

6.1 Each Constituent Authority will appoint one councillor as a member of the TftSWP Board and shall be entitled to one vote. Should the local authority governance arrangements in any local transport authority area change, the TftSWP Board will review its membership to accommodate the changes. The person appointed by each Constituent Authority shall be the relevant Cabinet portfolio-holder.

6.2 New membership applications will be considered and determined by the TftSWP Board.

6.3 Each Constituent Authority will appoint another of their councillors as a substitute to act as a member of the TftSWP Board in the absence of the person appointed. Such appointments will reflect the level of representation and authority set out in paragraph 6.1.

7 Co-opted Members

7.1 The TftSWP Board can appoint persons as representatives of other organisations as co-opted members of the TftSWP Board where their participation is seen as adding value to the Board. Alternatively, other organisations with an interest in TftSWP matters can apply to appoint co-opted members of the TftSWP Board and the Board will consider these applications on an individual basis.

7.2 Applications to become a co-opted member of the TftSWP Board have to be submitted in writing to the Lead Authority at least 6 weeks before the Shadow Partnership Board meeting they are to be considered at.

7.3 It is anticipated that representatives of the following organisations will be appointed as co-opted members of the TftSWP Board:

- (a) One representative from each of the Local Enterprise Partnerships within the South West Peninsula area, namely Cornwall and the Isles of Scilly, Heart of the South West and Dorset. It is anticipated that any such appointments will be members of their governing Board.
- (b) The person appointed by the TftSWP Board as Chair of the Stakeholder Group created by the Board to bring together stakeholder interests.
- (c) One representative each from the Department of Transport, Highways England, Network Rail and Homes England.
- (d) One representative of the Western Gateway SSTB.

- 7.4 Organisations with co-opted member status will be able to appoint a substitute to act as a member of the TftSWP Board in the absence of the person appointed. Substitutes should be of the same status as the appointed member.
- 7.5 Representatives of organisations with co-opted member status of the TftSWP Board will be non-voting members of the Board, except to the extent that the voting members of the Board resolve that such members should have voting rights.
- 7.6 Constituent Authorities of the TftSWP Board are free to take co-opted membership of other Sub-National Transport Bodies.
- 7.7 The TftSWP Board may choose to appoint one of its Constituent Authority representatives to represent the views of the Board at other Sub-National Transport Bodies.
- 7.8 The TftSWP Board may invite third parties to participate in meetings of the board and/ or be members of project teams established by the Board.
- 7.9 Third parties may request to address the TftSWP Board on a specific issue or proposal. The Chairman of the STB board will determine whether to grant the request.

8 Election and role of Chairman and Vice-Chairman

- 8.1 The Chair and Vice-Chair will be elected for a term of one municipal year from within the Local Transport Authority representation on the TftSWP Board.
- 8.2 The first election will take place at the inaugural meeting of the TftSWP Board and at the meeting scheduled nearest to the 12 month anniversary of the inaugural meeting, every year thereafter.
- 8.3 The Chair and Vice-Chair appointments will rotate annually amongst the elected members of the TftSWP Board. The rotation will be defined alphabetically by Local Authority with no single organisation holding the chair for successive years. The Vice-Chair will become the Chair in the subsequent year.
- 8.4 In the absence of the Chair, the Vice-Chair will Chair the meeting. In the absence of the Chair and the Vice-Chair, the voting members present will appoint a Chair for the duration of the meeting from within the local transport authority representation listed in section 2.

9 Voting

- 9.1 Each Constituent Authority, as listed in paragraph 2, will appoint one person as a member of the TftSWP Board and that person shall be entitled to one vote. Substitutes appointed by the Constituent Authorities shall also be entitled to one vote when substituting for the named representative at a meeting of the Board.
- 9.2 Co-opted members shall be non-voting members of the TftSWP Board, except to the extent that the voting members of the Board resolve that co-opted members shall have voting rights.
- 9.3 There is a presumption that decisions of the TftSWP Board are normally agreed by consensus of the voting members present. In exceptional circumstances where

Draft constitution of the Transport for the South West Peninsula Shadow Board

consensus cannot be achieved, a formal vote shall be taken. Where a formal vote is required the matter shall be decided by a simple majority of those members present and entitled to vote as agreed by the Board.

9.4 Where there are equal votes, the Chair of the meeting will have the casting vote.

9.5 The Quorum shall be three voting members of the TftSWP Board. A minimum of two Constituent Authority members must be present for a valid meeting of the TftSWP Board to take place.

10 Transparency and Public Accountability

10.1 Meetings of the TftSWP Board will be held in accordance with the Local Government Access to Information rules. Accordingly:

- Meetings will be held in public although the public may be excluded from meetings or parts of meetings where a report contains confidential or exempt information or where a members' debate may lead to disclosure of confidential or exempt information.
- At least five clear working days' notice will be given, in writing, to each member of every ordinary meeting of the Shadow Partnership Board, to include an agenda and accompanying reports relating to the business to be transacted at the meeting.
- Meetings of the TftSWP Board will be held at least quarterly with the meeting arrangements agreed by the lead authority in consultation with the Constituent Authorities.
- The agendas, minutes and reports for the TftSWP Board will be made publicly available. The only exception to this relates to confidential or exempt information.

10.2 Where required, extraordinary meetings can be held with the agreement of the Chair.

10.3 The quorum for TftSWP Board meetings will be three members. A minimum of two elected members are required to be present for a valid meeting of the SSTB to be held.

10.4 Subject to the contents of this Constitution, meetings of the TftSWP Board will be held in accordance with the Constitution and Standing Orders of the Administering Authority.

10.5 It is not proposed to establish stand-alone scrutiny arrangements for the shadow body, but as the proposal to Government for a statutory body is developed, consideration shall be given, in consultation with the DfT, as to what will be required in the future. It is therefore proposed that each of the Constituent Authorities use their own scrutiny arrangements for assessing the performance of the TftSWP Board.

10.6 Individual members of the TftSWP Board will be responsible for ensuring their organisation is kept briefed on the work of the Board.

11 Executive Arrangements

11.1 The TftSWP Board will not operate formal statutory executive arrangements.

11.2 The TftSWP Board may delegate the discharge of its functions to a Committee,

Sub-Committee or officer, or to another Local Authority. As such, the TftSWP Board may establish a Committee(s) to discharge any functions, subject to 11.3 below.

- 11.3 The extent of the decision-making powers of the TftSWP Board will be detailed in the terms of reference, including the limits on those decision making powers and those matters which require referral to the Constituent Authorities for approval.
- 11.4 The functions of agreeing a budget and the Transport Strategy of the TftSWP Board will not be delegated functions and will only be determined at a meeting of the full SSTB.
- 11.5 The TftSWP Board may delegate the discharge of agreed functions to the officers of the Constituent Authorities as set out in the terms of reference.

12 Governance Structures

12.1 The structure for the TftSWP Board is as follows:

- **TftSWP Board** – this is the decision-making body for the SSTB.
- **Peninsula Rail Task Force Board** – This will consider and make recommendations on strategic rail matters on behalf of the TftSWP Board and membership will cover the same geographic area as the STBB.
- **TftSWP Senior Officer Group** – this will comprise senior officers from the Local Transport Authorities. It will provide expertise and recommendations to the Board and will oversee delivery of its work programme.
- **Transport Stakeholders Group**– this will be an advisory body to the Senior Officer Group and Shadow Partnership Board, comprising a wider group of representatives including but not limited to: the CBI, LEPs, Universities, public transport operators and port authorities, district councils as well as Government and National Agency representatives.
- **Programme Management Group** – the Programme Management Group will comprise a dedicated programme manager and administrative support in the first instance (subject to appropriate financial provision) supported by officers from the Local Authorities. Programme management and technical resources will be kept under review and may vary according to the work programme and funding available.

12.2 During the shadow period, the TftSWP Board will not have the statutory standing that it will once formally constituted by the Secretary of State. Consequently, the TftSWP Board will not be able to enter into contracts or employ staff in its own right. It is therefore proposed that the TftSWP Board appoints a Lead Authority, which in summary will:

- co-ordinate and administer the project and meetings of the Board.
- manage the budget for, and the sound financial management of, the Board. The budget will be allocated in accordance with the decisions of the Board as authorised by the Constituent Authorities.
- claim, draw down and account for all funds due from the Constituent Authorities and any other body.
- provide procurement services to all contracts let on behalf of the Board.
- keep appropriate accounting and operational records.

Draft constitution of the Transport for the South West Peninsula Shadow Board

- procure on behalf of the Constituent Authorities such external support, advice or consultancy services that are considered necessary by the Shadow Partnership Board or the Senior Officer Group having considered opportunities to utilise contracts already held by individual authorities.
- oversee the preparation of the proposal to the Secretary of State to transition to a statutory Sub-National Transport Board; and
- prepare a communications and marketing strategy for the project for the approval of the Board and then to implement the strategy.

Where such an arrangement is in place it is usual for the Constituent Authorities to enter into an Inter-Authority Agreement which will govern this.

Agenda Item 7 Appendix 4

Mr Chris Olsen
Head of STB Policy & Legislation,
Region, Cities and Devolution,
2/19, Great Minster House
33 Horseferry Road
London
W1P 4DR

Paula Hewitt: Director Somerset County Council
Nigel Riglar: Director Gloucestershire County Council

On behalf of South West Local Authorities.

19 June 2018

Dear Chris

Sub-National Transport Bodies for the South West

Local Authorities across the South West Region are embracing the need to put in place sub-national transport bodies (STBs) to provide the ability to speak with one voice about the challenges and investment needs of our area. We believe such bodies will provide a unique opportunity for unprecedented access to Government and a key role in advising on use of the new national roads fund and other infrastructure investment processes.

The Authorities are now well progressed in setting up two STBs, Western Gateway and South West Peninsula, to cover the South West Region; and are on-track to establish shadow bodies as informal partnerships by September 2018 whilst longer-term discussions about statutory body status take place.

We believe this will swiftly put in place a clear mechanism for Government to engage formally with us on strategic transport investment matters.

Our rationale for following this approach, including our broad assessment of the benefits and opportunities that two sub-national bodies will offer is attached to this letter.

Individual letters will be coming to you shortly from each of the two shadow bodies, setting out the growth challenges and the governance being put in place to enable sub-national transport working arrangements.

We look forward to discussing these matters with you in more detail in due course.

Yours Sincerely

Paula Hewitt: Lead Director Economic and Community Infrastructure, Somerset County Council

On behalf of: **SW Peninsula STB:** Somerset County Council, Cornwall Council, Plymouth City Council, Torbay Council, Devon County Council and Dorset County Council.

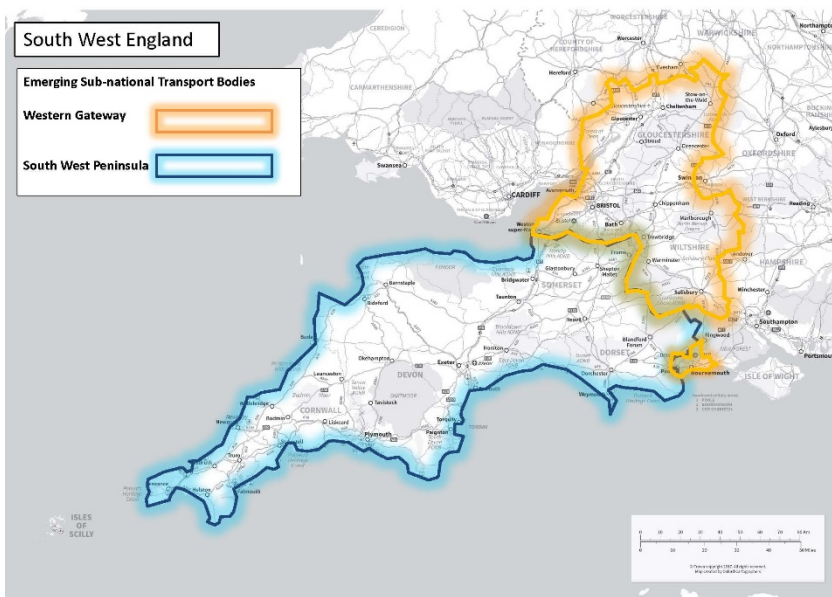
Nigel Riglar: Commissioning Director Communities and Infrastructure, Gloucestershire County Council

On behalf of: **Western Gateway STB:** Gloucestershire County Council, Bath & North East Somerset Council, Borough of Poole Council, Bournemouth Borough Council, Bristol City Council, North Somerset Council, South Gloucestershire Council, Wiltshire Council and West of England Combined Authority

Rationale for South West Sub National Transport Bodies.

Government is clear that future strategic transport investment priorities will be established in discussion with sub-national transport bodies; groupings of local authorities and relevant partners covering a broad geography who will be able to speak with one voice about the challenges and strategic investment needs of their area.

The English Regions are the highest tier of sub-national division in England, but Government is open to sub-national transport bodies forming across more functional economic geographies rather than being constrained by historic administrative boundaries.



There is firm consensus across the South West Region that given its huge geographic scope and diversity the formulation of two sub-national bodies is the most effective way of delivering infrastructure at a pace that meets expectations for improved productivity, housing and economic growth.

In recent years two distinct sub-national groupings have emerged in relation to particular economic challenges and functional geographies, and already have a clear understanding of the strategic investment needs in their area:

- The Western Gateway has the well-established West of England (WOE) city region at its core and is already jointly planned on a statutory basis. Shadow Authorities for Bournemouth, Christchurch and Poole and Dorset have recently been established with the exciting prospect of new and strategic authorities being formed from April 2019. Both STBs shall benefit from this further devolution being in a stronger position to deliver North-South strategic links within and between STB areas and southwards into Europe via Bournemouth Airport and the Port of Poole.
- The South West Peninsula has well-established joint planning arrangements for strategic rail investment in the form of the Peninsula Rail Task Force.
- Corridor alliances such as those formed around the A303 corridor and the Bristol South West Economic Link are a strong feature of joint working and will remain a key mechanism for joint working between the sub-national bodies.
- The collaborative development and management of STBs will continue to be monitored and managed by Senior Officers attending the South West ADEPT Board.

We believe that the benefits of developing two sub-national bodies are broadly as follows:

- Well-established governance arrangements which are already being built-on for this purpose.
- Existing collaborative working which has already enabled effective dialogue with Government on important strategic transport investment matters in the two areas.
- Groupings of authorities who already work efficiently and effectively together and who can make swift and timely recommendations on investment priorities.
- Existing corridor alliances which deal with strategic connectivity between the two areas.
- Groupings of authorities who understand the distinct economic challenges in their area and who can clearly set out priority investment needs and the nature & sequencing of investment needed to overcome those challenges.
- Focused and effective dialogue with Government.

The distinct economic challenges within the sub-national areas can be broadly described as follows:

- Western Gateway is on the axis of a number of routes into the Bristol city region area and the Bournemouth/Poole city region area. Investment needs are expected to focus on metropolitan transit solutions and strengthening core routes to manage growth of the two city-regions.
- The Peninsula challenge is to exploit opportunities to enable peripheral areas to become more productive and reduce journey times on key strategic routes connecting with other economic hubs. There is a dispersed set of place based growth challenges including city growth, rural communities, and maximising the economic potential of the Region's natural assets.

Risks of seeking to form one body:

- Pace of progress would be likely to slow significantly to form the necessary governance arrangements.
- Lack of natural consensus on priorities and sequencing of investment.
- Risk of extended dialogue seeking to prioritise between investment needs which are not inter-related and cannot be logically sequenced (e.g. seeking to prioritise a rapid transit route into a city region against a major road improvement in a rural County such as Cornwall).
- A greater sense of 'competing for investment' within a larger pool of authorities with greatly different priorities rather than jointly working on a long-term programme.
- Risk of spreading the available investment too thinly to gain agreement to a programme and a risk of debating more localised priorities rather than the core strategic investment needs.