

Growth Deal

March 2016

Assurance Framework

Version 2.1
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Introduction

This document sets out the Assurance Framework for the Coast to Capital Local Enterprise Partnership (LEP) Growth Deal and other government funding flowing through the LEP. It meets the requirements of the Guidance issued by the Government in December 2014. It has been approved by the Coast to Capital Board and agreed with West Sussex County Council in their role as Accountable Body for the Coast to Capital Growth Deal. As required by the guidance, West Sussex County Council has written to the Accounting Officer in DCLG certifying that a local assurance framework is agreed, is being implemented and that it meets the standards set out in the guidance.

The Coast to Capital Growth Deal was agreed between the LEP Board and the Government and published on 7th July 2014. It sets out the first round of projects from the Strategic Economic Plan to be funded by the Local Growth Fund and a number of non-financial commitments between the LEP and Government. The Growth Deal and Strategic Economic Plan can be found on the Coast to Capital website - www.coast2capital.org.uk. This Assurance Framework is also published on the website.

In addition to the Assurance Framework the delivery of the Growth Deal is governed by the following documents, which can also be found on the Coast to Capital website.

- Grant Offer Letter
- Monitoring and Evaluation Framework
- Implementation Summary

A separate agreement is in place between Coast to Capital LEP and London Borough of Croydon for the administration of the Growing Places Fund.

Purpose of a local Assurance Framework

The purpose of a local Growth Deal Assurance Framework is to ensure LEPs have robust value for money processes in place in respect of all Government funds flowing through the LEP.. This will give confidence to local partners, local tax and rate payers and the Government that the LEP is a fit body to handle public funding. The Assurance Framework will ensure resources are spent with regularity, propriety and value for money.

The Assurance Framework sets out the following:

- Section 1: LEP Governance and Decision Making
- Section 2: Local Authority Partnership Working across the LEP
- Section 3: Transparent Decision Making
- Section 4: Accountable Decision Making
- Section 5: Ensuring Value for Money

The Assurance Framework brings together a number of existing documents and these are attached as Appendices to this document. They can also be found individually on the Coast to Capital website.

The following funding streams are included in this Assurance Framework in 2016/17:

Coast to Capital Growth Deal	£53,774,557
Growth Hub Funding	£369,000
SEEDA Legacy Funding	£369,000
LEP Core Funding	£500,000

Section 1: LEP Governance and Decision Making

Coast to Capital is a company limited by guarantee. It is non-profit distributing. The company has a Board of Directors (the Board) comprising the Chairman who is from the business sector, seven directors drawn from the private sector, five from local authorities, and one each from further and higher education. The Chairman and private sector directors are recruited via open advertising against a role and person description. There can be up to three further co-opted directors from the private sector for their particular and specific skills and expertise. The Chief Executive is also ex officio a director of the company.

The Board is responsible for the affairs of the LEP, including determining the Strategic Economic Plan and agreeing the Growth Deal with Government. Decision making by the Board is governed by the Articles of Association

An extract from the Articles of Association dealing with Board decision making is at [Appendix 1](#).

Board Sub- Committees

Responsibility for specific aspects of the LEP strategy is delegated to sub committees, including Enterprise, International, Infrastructure, Growing Places and Skills. Certain formal company business is also delegated to three further sub-committees - Audit, Nominations and Finance. Each sub-committee is chaired by a Board director and has formal terms of reference. As well as other Board directors, sub-committees will also draw in expertise and contributions from a wide range of bodies across the private, public and third sectors.

An Executive Committee meets more frequently than the main Board to deal with business which needs more urgent decision making. All Executive Committee decisions are subsequently assessed and endorsed by the full Board.

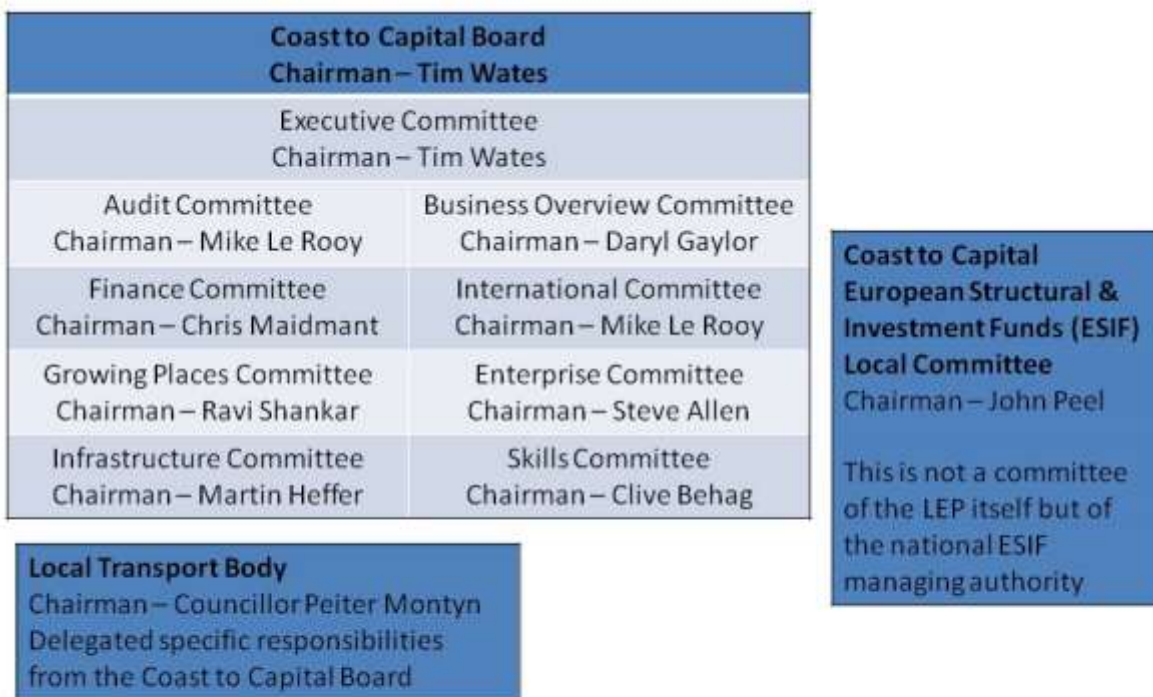
In addition there is a Local Transport Body (LTB) to which the Board delegates decisions relating to transport projects and funding.

The respective decision making responsibilities of the LEP Board, Executive Committee and sub committees are summarised below:

Coast to Capital Board	Executive Committee	Sub Committees	Local Transport Body
<ul style="list-style-type: none"> - Overall strategic direction and priorities of the LEP -LEP budget and financial decisions - Financial probity 	<ul style="list-style-type: none"> - Dealing with matters of urgency that cannot wait until the next Board meeting - Exercising the powers and duties of the Board in respect of the financial administration of the company, except for those items specifically reserved for the Board and those delegated to the Director and other staff. 	<ul style="list-style-type: none"> - Devise, steer, direct and implement the specified delegated activities of Coast to Capital 	<ul style="list-style-type: none"> - Provide strategic advice to the Coast to Capital Board on transport issues - Oversee the delivery of transport schemes delegated to it by the LEP Board

<p><u>In relation to the Growth Deal:</u></p> <ul style="list-style-type: none"> - Approval of the Strategic Economic Plan - Allocation of funding to priorities and projects - Final sign-off & ratification of individual project business cases - Delegation of decision making in specified cases to the LTB - Accountable to HM Government for full delivery of the Growth Deal - Virement between projects 	<p><u>In relation to the Growth Deal:</u></p> <ul style="list-style-type: none"> - Endorsement and ratification of recommendations for final approval of project funding which cannot wait until the next Board meeting (to be ratified by exception only by the Board). 	<p><u>In relation to the Growth Deal:</u></p> <ul style="list-style-type: none"> - Appraisal of business cases and assessment of value for money - Recommend project approval to the LEP Board 	<p><u>In relation to the Growth Deal:</u></p> <ul style="list-style-type: none"> - Assessment and final approval of business cases for transport schemes delegated to it by the LEP Board
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A diagram setting out the Board and committee structure and their chairs as at March 2015 is below



Terms of reference for the Executive, Enterprise, International, Infrastructure and Skills sub-committees are at [Appendix 2](#). The other sub-committees do not have any responsibility in relation to the public funding governed by this Assurance Framework.

The sub-committees have responsibility for scrutiny and appraisal of business cases and assurance of value for money for certain aspects of the Growth Deal, making recommendations to the full LEP Board. Further details on the business case appraisal role are in Section 5.

Delegation to the executive team and Local Transport Body

The Board delegates day to day management of the LEP to the Chief Executive and the small core LEP executive team. There is a formal Schedule of Delegated Authority which sets out the financial limits of the delegation and also sets out the requirements for open and transparent procurement. The current Schedule of Delegation is at [Appendix 3](#).

Coast to Capital has retained its Local Transport Body as a means of providing additional assurance and democratic input and accountability for the transport elements of the Growth Deal. The relationship between the Coast to Capital Board and the Local Transport Body and the limits of the delegated powers are set out formally in an annual Letter of Delegation. The letter for 2015/16 is at [Appendix 4](#). The Local Transport Body has its own Assurance Framework, agreed with Department for Transport, which ensures value for money for the transport aspects of the Growth Deal - there are more details about this in Section 5.

Relationship between the LEP Board and local authorities

There are 17 local authorities in the Coast to Capital area:

- Two unitary authorities
- Two county councils
- 12 district and borough authorities
- A national park authority

There is clear and direct involvement of local authorities in decision making and governance of the LEP at a number of levels.

The county councils and unitary authorities are represented by their Leaders or a nominated portfolio holder as Directors on the Coast to Capital Board. In addition, there is a Board Director nominated on an annual basis from the seven district and borough authorities of the Gatwick Diamond, rotating between the West Sussex and East Surrey councils. This makes a total of five local authority directors on the Coast to Capital Board.

All the local authority LEP Board directors serve on the various Board sub-committees.

The three highways authorities - West Sussex County Council, Surrey County Council and Brighton and Hove Council - are full members of the Local Transport Body. The London Borough of Croydon and East Sussex County Council are also involved in the Local Transport Body for overall strategic decision making and in relation to transport projects in their respective areas.

Coast to Capital also has close strategic and delivery arrangements with four Area Partnerships in which the district and borough councils are closely involved. They are:

- Gatwick Diamond Initiative (Horsham, Crawley, Mid Sussex, Tandridge, Mole Valley, Epsom & Ewell, Reigate and Banstead, London Borough of Croydon).
- Greater Brighton Economic Board (Brighton & Hove, Lewes, Adur, Worthing, West Sussex, Mid Sussex).
- Coastal West Sussex Partnership (Adur, Worthing, Arun, Chichester).
- Rural West Sussex Partnership (Chichester, Horsham, Mid Sussex, South Downs NPA).

Finally there are two formal Joint Committees of local authorities in the Coast to Capital area which feed directly into decision making:

- Greater Brighton Joint Committee - this is the local authority side of the Greater Brighton Economic Board and plays a full role in setting the economic priorities for the Greater Brighton City region, feeding directly into the Strategic Economic Plan and the Growth Deal.
- Coast to Capital Joint Committee - comprising all 17 local authorities. Its role is specifically to advise the Coast to Capital Board on growth priorities and to endorse the Strategic Economic Plan as put to it by the Coast to Capital Board. The terms of reference for the Joint Committee are at [Appendix 5](#).

Supporting effective delivery

For each project in the Growth Deal funded by Local Growth Funding, a delivery organisation has been identified, and within that organisation, a responsible lead person who is accountable to Coast to Capital and West Sussex County Council as Accountable Body for delivery of that project.

Responsibility for the delivery of the transport elements of the Growth Deal has been delegated to the Local Transport Body (Appendix 4), reporting to the LEP Board.

A Growth Deal Programme Management Reporting Book has been established, with the same format being used by Coast to Capital Greater Brighton Economic Board, Coastal West Sussex Partnership and Gatwick Diamond Initiative. This provides the financial profile, required outputs, key accountabilities, risk assessment and current status of every Growth Deal funded project. This reporting book is updated weekly and is available to the Coast to Capital Board at all times. A summary dashboard and commentary is also provided to each Coast to Capital Board meeting. The format of the Programme Reporting Book is at [Appendix 6](#)

As part of the service level agreement with West Sussex County Council for the Accountable Body function, Coast to Capital is required to set out for each project:

- Assurance about the project management and risk management capacity and capability of the delivery organisation
- A profile of the expenditure for each project, quarter by quarter
- The evidence that will be supplied for each draw down of funding

The annex to the Accountable Agreement sets out the delivery requirements and is at [Appendix 7](#).

Section 2: Local Authority Partnership Working across the LEP

There are 17 local authorities in the Coast to Capital area:

- Two unitary authorities
- Two county councils
- 12 district and borough authorities
- A national park authority

As mentioned in Section 1, there are two formal Joint Committees of local authorities in the Coast to Capital area:

- Greater Brighton Joint Committee
- Coast to Capital Joint Committee - comprising all 17 local authorities

There is clear and direct involvement of local authorities in decision making and governance of the LEP at a number of levels, including at LEP Board level and in LEP sub-committees as set out in Section 1.

In developing and agreeing the Strategic Economic Plan all local authorities were involved in shaping the overall priorities, for developing plans for specific growth locations and for putting forward specific delivery schemes and projects.

All 17 local authorities subsequently approved the Strategic Economic Plan via the Coast to Capital Joint Committee.

The three highways authorities - West Sussex County Council, Surrey County Council and Brighton and Hove Council - are full members of the Local Transport Body. The London Borough of Croydon and East Sussex County Council are also involved in the Local Transport Body for overall strategic decision making and in relation to transport projects in their respective areas.

As well as providing strategic input to the LEP and Strategic Economic Plan, the Area Partnerships act as focus for local authorities to share resources and to agree common priorities. Examples of where local authorities have shared resources to deliver growth priorities include:

- Greater Brighton City Region - a programme of £8m initiatives funded as part of the City Deal with an agreed pipeline of projects to be funded by the Coast to Capital Growth Deal
- Coastal West Sussex local authorities have agreed a [Local Strategic Statement](#) which sets out the long term Strategic Objectives for the period 2013 - 2031 and the Spatial Priorities for delivering these in the short to medium term (2013-2020) to support regeneration, providing jobs and homes that are needed for its residents and businesses

Collaboration and joint delivery

The local authorities and the LEP are involved in many areas of collaboration and joint delivery. The Area Partnerships are frequently the focus for identifying and enabling collaboration around shared priorities. Examples include:

- Delivery of two separate RGF 4 projects as a single offer to business for business growth grants, placements and business support.
- Efforts to increase broadband and mobile coverage - as part of the Growth Deal the LEP, local authorities and the national park will be piloting new approaches to bring superfast and ultrafast

broadband to businesses in rural and coastal communities and to industrial estates where digital connectivity is currently low level.

- Greater Brighton City Region - the City Deal is a collaboration between six local authorities, the LEP, two universities and the business sector. It will deliver accelerated growth in the creative digital sector, improve digital connectivity and tackle long standing flood defence issues. Local authority, university, college, LEP and business are represented at senior level, backed by an executive team drawn from across the key partners.

The 17 local authorities and the LEP have also just started a review of the longer term spatial and infrastructure requirements of the region which will result in a programme of collaborative activity over the coming two years. This is summarised in a "Ten Point Plan", set out in [Appendix 8](#).

Section 3: Transparent Decision Making

Coast to Capital is committed to operating in a transparent, open and fair manner. Our response to the checklist set out in the national assurance framework guidance is shown in the following table:

National Guidance	Coast to Capital Response
Dedicated website with details of the Growth Deal and key documents	<ul style="list-style-type: none"> - In place- www.coast2capital.org.uk - Strategic Economic Plan and Growth Deal published on the website
Publish arrangements for making and recording decisions and ensuring papers, decisions, minutes agendas etc are published in line with existing local authority rules and regulations	<ul style="list-style-type: none"> - Details of the Board membership and governance structures are published on the website, including sub-committee structure. - Schedule of LEP meetings published on the website - LEP Board agenda and minutes currently published - Growth Deal and LGF related Board papers will be published from March 2015 onwards. - LTB meeting schedule, papers, decisions and minutes published via a dedicated section of the Coast to Capital website
Through the accountable body ensure that FOI and EIR requests are dealt with in line with relevant legislation	<p>The responsibilities are set out in the Accountable Body Agreement between Coast to Capital and West Sussex County Council. In the first instance, FOI's should be directed to Coast to Capital via its website http://www.coast2capital.org.uk/strategic-objectives/504-growth-deal-documents.html#sthash.Tr74kpb9.dpbs</p> <p>-</p>
Have a published conflicts of interest policy, register of interests and complaints policy	<ul style="list-style-type: none"> - All directors are required to sign the Nolan Principles for public life. - The register of interests is updated at every Board meeting and is published on the website. - Complaints policy to be published by April 2015.
Ensure there is appropriate local engagement (public, private sectors) to inform key decisions and with the general public around LEP strategy and progress against the SEP and key projects	<ul style="list-style-type: none"> - The Coast to Capital Forum meets every six months to comment on direction and progress, and is a formal part of the LEP governance structure. It has 100+ representatives from public, private & third sectors. - Area Partnership structure provides continuous dialogue and input to the strategy of the LEP. Area Partnerships use their networks to gather views on key issues to input to LEP decision making. - Growth Deal Programme Reporting Book and Dashboard will be available to all Area Partnerships. - Extensive consultation over 12 months on the SEP and formal consultation period. - Six monthly meetings with business representative organisations - Six monthly bi-lateral meetings with MPs - LTB meetings to give final approval for schemes are held in public.
Publish arrangements for developing, prioritising, appraising and approving projects, with a view to ensuring a wide range of delivery partners can be involved	<ul style="list-style-type: none"> - This Assurance Framework will be published on the website, which sets out the arrangements for how the projects to be included in the Strategic Economic Plan are selected and how funded projects are appraised for value for money - The Local Transport Body has a dedicated section within the Coast to Capital website, including publication of the LTB Assurance Framework - The Coast to Capital Business Case template will be published on the website which sets out the criteria which projects must satisfy - The timetable for further rounds of Growth Deal funding will be published as and when they happen.
Clearly set out the LEP's priorities and mechanisms for maximising the social value of its investment so that partners and beneficiaries can play an active role in the programme	<ul style="list-style-type: none"> - All delivery organisations involved in the Growth Deal will be required to show how they will contribute to the Social Value objectives adopted by the LEP as published on the Coast to Capital website

Making transparent decisions about priorities

As set out above, the Strategic Economic Plan has been endorsed unanimously by all 17 local authorities via the Coast to Capital Joint Committee. The Strategic Economic Plan has also been developed with the active involvement of the Area Partnerships (see Section 1) in which all local authorities are involved, together with business and other interests.

In determining which projects should be included in the Strategic Economic Plan for potential Local Growth Fund support, and in making decisions about the relative priority between them the Coast to Capital Board will apply the following criteria:

- Fit with and contribution to the spatial and thematic priorities set out in the Strategic Economic Plan
- Deliverability and feasibility
- The level of co-investment by public and private sector partners
- The level of leveraged investment unlocked
- Impact in terms of jobs, new homes or employment space created
- Added value including assessment of deadweight and displacement effects

From time to time the Board will need to make further decisions about reallocating funding between projects or to new projects in response to slippage in delivery of some projects and or where schemes can no longer be delivered. Coast to Capital has been delegated the authority by Government to make such decisions within the overall annual budget of the funding provided. In making such decisions the following criteria will apply:

- There will be advance notification and discussion with Government
- The Accountable Body will be fully involved in making the reallocation decisions
- Funding can only be moved to projects which have undergone the same process of business case approval and appraisal
- Where possible, funding will be retained within the same broad funding groups - eg transport, flood defences, skills capital - but this may not always be possible
- In deciding between projects which might receive reallocated funding the Board will apply the same criteria as for the other allocations:
 - Strategic fit
 - Deliverability
 - Match funding
 - Leverage
 - Impact
 - Added value

Transparent Finances

The accounts through which the Local Growth Fund passes will be published and available for public inspection. The Accounts and Audit Regulations 2015 prescribe the timetable for the preparation, authorisation, audit and publication of West Sussex County Council's (as the Accountable Body) annual Statement of Accounts. For 2015/16 West Sussex County Council's (WSSC) accounts will be published in September 2016.

From 2017/18 financial year onwards, due to the 2015 Regulations bringing forward the date which audited and approved accounts are required to be published from 30 September to 31 July, WSSC will be adhering to this new deadlines of 31 July.

Section 4: Accountable Decision Making

The Accountable Body for the Coast to Capital Growth Deal is West Sussex County Council (WSCC).

The Coast to Capital Board has ultimate responsibility for how Growth **Deal funding is allocated** whilst WSCC as Accountable Body is ultimately responsible for ensuring that decisions of the C2C Board are made in accordance with the Local Assurance Framework. The strategic priorities which the Board follows in making decisions are set out in the Strategic Economic Plan.

An Accountable Body Agreement has been agreed between the LEP and WSCC setting out the requirements on both sides. This is at [Appendix 7](#).

The respective responsibilities of Coast to Capital and WSCC are:

Coast to Capital

1. Decisions on the allocation of funding to projects within the Growth Deal. and for the Growth Hub
2. Agreement with the delivery organisations of the scope of the project, the schedule of funding draw down, the milestones to be achieved and the performance metrics.
3. Ensuring delivery organisations have project management capacity and systems to deliver Growth Deal projects and ensuring delivery organisations have ensured State Aid regulation compliance
4. Signing a tripartite Grant Offer letter with each delivery organisation.
5. Selecting suppliers as required for delivery of the Growth Hub and agreeing contracts for service or grant agreements with selected suppliers/delivery organisations
6. Day to day contract management and monitoring of the delivery of each project
7. 6. Providing to WSCC as Accountable Body each quarter the agreed claim form and evidence to support the financial draw down by the delivery organisations, as set out in the Accountable Body Agreement. Maintaining records of allocation of funding to projects and making those records available to the Accountable Body.
8. Maintaining records of all matters relating to Local Growth Funding, the Growth Deal and the Growth Hub.
9. Conforming with the requirements of the Growth Deal in relation to social value.

West Sussex County Council as Accountable Body

1. Agreement of the Coast to Capital Assurance Framework
2. Ensuring decisions in relation to Growth Deal funding are:
 - legally compliant
 - funds are used appropriately
 - the Assurance Framework is adhered to
 - maintain official record of LEP proceedings
 - responsibility for the decisions of the LEP in approving projects (for example if subject to legal challenge)
 - ensuring arrangements for local audit of funding are adequate.
3. Receipt and separate accounting for LEP Coast to Capital grant monies.
4. Signing a tripartite Grant Offer letter with each delivery organisation.
5. Payment of grants to delivery authorities upon receipt of signed authorities and due diligence papers from the Coast to Capital LEP Board
6. Provision of summary monthly statements to the Coast to Capital LEP Board that confirm monies received, grants paid out, balance remaining and any projected variances.

7. Provision of annual returns to DCLG and Coast to Capital LEP Board.
8. Provision of annual budget statements showing expected receipts and monies committed to date against these receipts for checking and approval by the LEP Board.
9. Completion of the annual s151 return to Government

The processes and requirements for **payment of the allocated funding** are set out and determined by the Accountable Body Agreement (Appendix 7) - in particular the annex to the Agreement - and this Assurance Framework.

Every funded project has a single delivery organisation which is accountable to the Coast to Capital Board for complete delivery of the project. A tripartite grant agreement is put in place between the LEP, WSCC as Accountable Body and each delivery organisation.

In each and every project, it will be a requirement that the lead delivery body exercises **open and transparent procurement** practices. In many instances, this will need to be compliant with OJEU requirements. Where Coast to Capital LEP itself is the lead delivery body, it will comply with its procurement requirements as set out in the Schedule of Delegated Authority (Appendix 3).

A **Growth Deal Programme Reporting Book** has been created which sets out the funding profile, required KPIs as agreed with Government and a risk assessment for each project. This is updated on a regular basis by the Growth Deal team in Coast to Capital in conjunction with the delivery organisations and the Greater Brighton City Deal project team, and no less frequently than monthly. The same reporting format has been agreed for use by Greater Brighton Economic Board and Coastal West Sussex Partnership and will be available for other Area Partnerships to use for reporting purposes. A very wide range of stakeholders can therefore see at any time the current progress both on the overall Growth Deal programme and individual projects.

The Programme Reporting Book is available for the Coast to Capital Board to view at any time, but in every case is circulated to each Board meeting, together with a summary Dashboard (Appendix 6) and a report from the Growth Deal programme management team. Similar reports are also made to the Greater Brighton Economic Board leaders meetings and the Coastal West Sussex Board meetings.

There are 17 local authorities in the Coast to Capital area, each with their own scrutiny arrangements. The Chief Executive, executive staff, and Directors are available to any scrutiny group on request, and have often appeared at scrutiny committee meetings, full council meetings and meetings of elected members. Directors and executive staff also attend the meetings and Board meetings of the Area Partnerships at which both local authority, business and other stakeholders can subject the LEP activities to scrutiny.

The Accountable Body would not comply with a LEP decision if any one, or more, of the following circumstances arose;

1. Evidence of non-compliance with applicable laws including State Aid and Procurement laws
2. Evidence of non-compliance with grant conditions as set out under section 31 of the Local Government Act 2003.
3. Material departure from provisions of the Assurance Framework.

The process for resolving issues of this nature will initially be through collaborative working, advice and support. If not resolved, it would be to put the dispute to the agreed dispute resolution procedure (As set out in the Accountable Body Agreement, see Appendix 8). It is, however, anticipated such an event will be

avoided by the Accountable Bodies attendance at all key decision making meetings, and at the Coast to Capital Board.

Section 5: Ensuring Value for Money

Before a project is funded under the Growth Deal, it must first of all be included within the priorities of the Strategic Economic Plan. To be so included, it must meet a basic threshold relating to strategic fit, impact and deliverability. Projects which are successful in being allocated Local Growth Funding must pass through a further stage of value for money appraisal before a grant agreement can be signed and funding can flow to the project. The whole end-to-end process is shown in the [diagram on Page 13](#).

In accordance with DCLG and BIS requirements, Coast to Capital have named Jonathan Sharrock (Chief Executive of Coast to Capital) as the named individual responsible with overall responsibility for ensuring value for money.

Options Appraisal and Prioritisation

The priorities for the Coast to Capital Growth Deal are determined by the Strategic Economic Plan. The Coast to Capital Board makes the final decision on the priorities to be included in the Strategic Economic Plan, but in making the final decision it acts on the advice of, and with the agreement of, the Coast to Capital Joint Committee, comprising all 17 local authorities.

In determining the projects to be included in the Strategic Economic Plan the following factors will be taken into account:

Evidence - an economic appraisal was completed as part of the process of drawing up the Strategic Economic Plan and was included in the Plan itself. The economic appraisal establishes the drivers for growth for the Coast to Capital economy and also the areas where economic performance needs to be improved in order to secure international competitiveness. A schedule of key performance indicators has been agreed for each aspect of the Strategic Economic Plan - these are published on the Coast to Capital website.

The economic appraisal drew on a number of research and evaluation reports, including those completed by Coast to Capital itself (sector competitiveness, international trade) and those of partners from the public and private sectors - including important research by the universities in the Coast to Capital region.

The Area Partnerships have also extensive research about the economic characteristics of their areas which is used to establish their growth priorities. In turn, this evidence will be taken into account in agreeing the priorities to be included in the Strategic Economic Plan.

The economic appraisal will be updated on an annual basis. A small group of experts from the local authorities and the LEP meets regularly to assess emerging evidence and to oversee the economic appraisal. As part of the spatial "Ten Point Plan" (Appendix 8), local authorities and the LEP will be investigating further collaborative work to strengthen the evidence base.

Impact - proposed projects are assessed for their impact and added value. Key performance indicators (KPIs) have been adopted for all aspects of the Strategic Economic Plan, but overall, projects should normally demonstrate how they will help create new jobs, new homes or new employment space. In assessing impact, account will always be taken of additionality in terms of deadweight and displacement.

Coast to Capital Business Case Appraisal and Sign-Off

STAGE	<p>PRE-SEP BUSINESS CASE</p>	<p>STRATEGIC ECONOMIC PLAN</p>	<p>GROWTH DEAL ROUNDS 1,2 ...ETC</p>	<p>EXECUTION BUSINESS CASE</p>	<p>BUSINESS CASE APPRAISAL</p>	<p>FINAL APPROVAL OF FUNDING</p>	<p>CONTRACTING, MONITORING & REPORTING</p>
WHO DOES IT?	<p>PROJECT SPONSOR</p>	<p>COAST TO CAPITAL LEP</p> <ul style="list-style-type: none"> Signed off by the LEP Board Agreed by the C2C Joint Committee 	<p>AGREED BETWEEN HMG AND COAST TO CAPITAL LEP</p>	<p>PROJECT SPONSOR AND/OR DELIVERY ORGANISATION</p>	<p>BOARD SUB COMMITTEES:</p> <ul style="list-style-type: none"> Enterprise Skills Infrastructure <p>LOCAL TRANSPORT BODY</p> <ul style="list-style-type: none"> Adheres to a separate LTB Assurance Framework 	<p>COAST TO CAPITAL BOARD</p> <p>(Executive Committee in cases of urgency, to be ratified by full Board at subsequent meeting)</p>	<p>COAST TO CAPITAL</p> <p>WSCC ACCOUNTABLE BODY</p>
WHAT DOES IT DO?	<ul style="list-style-type: none"> Filters projects without a foundation business case Supports the prioritisation of projects & schemes 	<ul style="list-style-type: none"> Establishes the strategic framework which all projects and schemes must support and deliver 	<ul style="list-style-type: none"> Allocates indicative funding to named projects or packages of projects 	<ul style="list-style-type: none"> Proves the value for money case to allow final location of the funding 	<ul style="list-style-type: none"> Challenge and scrutiny Recommends to the LEP Board (non transport) Approves final funding allocation (transport) 	<ul style="list-style-type: none"> Confirms project funding 	<ul style="list-style-type: none"> Scope, finances & performance metrics Provides assurance to C2C Board, BIS and Accountable Body
			<p>Accountable Body Input</p>	<p>Accountable Body Input</p>	<p>Accountable Body Input</p>	<p>Accountable Body Input</p>	

ASSURANCE FRAMEWORK GOVERNS ALL STAGES IN THE PROCESS

Match funding and leverage - all projects and proposals must show that there are other funders prepared to invest in the project. It is highly unlikely that priority would be given to a project which is seeking 100% Local Growth Funding. Projects which also show that they will have a direct impact on further investment from the private sector will also be given higher priority.

Democratic support - many priorities and projects set out in the Strategic Economic Plan will have been developed and/or supported by councils with active sponsorship of elected members, and which have clearly demonstrated through the democratic process that the wider community supports them. Likewise, it is unlikely that high priority will be given to proposals are not supported by elected members.

Consultation- the Strategic Economic Plan is based on wide consultation with businesses, the third sector and public sector. All these stakeholders have long-term commitment to the LEP region and understand deeply the issues which need to be addressed. The Area Partnerships and Greater Brighton Economic Board are particularly powerful in this respect, as they have already developed and sifted the priorities for growth in their respective areas.

Feasibility and deliverability - the Strategic Economic Plan gives higher priority to projects which can show they are feasible and deliverable. As well as showing that they have clear delivery plans, credible risk assessments and match funding in place, they must also show that dependencies such as planning consents, public consultation, environmental impact assessments and other compliance issues are either complete or have a clear timetable for completion.

In developing the Strategic Economic Plan the LEP and partners used a template to capture information about priorities and projects and which allows assessment against the criteria set out above. This is at [Appendix 9](#). This has been superseded by the Five Case template now used for assessing value for money - see below.

Assessing and selecting transport projects

The Local Transport Body has a role to play in selecting and prioritising projects for funding.

Where the funding is allocated to the LEP area as a whole but not to specified projects - for example the LTB funding in 2013 and the sustainable transport and transport resilience funding packages included in the Growth Deal - the eligible highways authorities are invited to submit competing bids for the funding. Bids are assessed against the criteria set out in the Local Transport Body Assurance Framework as agreed with the DfT.- see Appendix 10. Bids are subject to external appraisal and the LEP will produce a value for money statement for successful bids before the project is finally approved.

Where funding is allocated to specific projects in the Growth Deal, those projects must complete a business case to the standards set out on the LTB Assurance Framework. In the case of major transport projects over £5m, this case will also be WEBTAG compliant. The details of criteria for assessment of transport projects and the LTB Assurance Framework are on the LTB section of the Coast to Capital website. The LTB Assurance Framework is set out at [Appendix 10](#).

Value for Money and Business Case Development for non-transport projects

For non-transport projects and priorities, projects which are included in the Strategic Economic Plan and which are funded by Local Growth Funding have to complete a further appraisal process. Each project sponsor must complete a business case based on the HMT Five Case model. The template is at [Appendix 11](#)

As well as providing a detailed description of the project each business case must show how the project will:

- Fit with the priorities of the Strategic Economic Plan
- Be affordable and provide value for money
- Deliver outputs, outcomes and impact
- Meet any regulatory requirements including State Aid compliance
- Meet best practice guidance on issues such as procurement
- Be delivered in the required timescale
- Assess and mitigate risks
- Be managed and governed

For some projects where Local Growth Funding is the minority funder, and projects have already been subject to rigorous value for money appraisal, then the LEP will accept business cases set out in other formats. Although in a different format, these business cases will still be subject to the same appraisal process. In the current Growth Deal the projects which will use different business case formats are the flood defence projects led by the Environment Agency (EA), which will use internal EA business case formats; and the Skills Capital projects which are submitted using the Skills Funding Agency template.

Each non-transport business cases is then assessed by a sub-committee of the Coast to Capital Board, including at least two Board directors who are independent of the project under scrutiny. WSCC as Accountable Body will always be involved as members of the appraisal panel. The sub-committee may also invite external experts to join the meeting at which business cases are being assessed. The sub-committee may ask for further information or evidence as part of their appraisal. The appraising sub-committee will make a final recommendation to the Coast to Capital Board that the project represents value for money and can go ahead, or that it should not be funded.

A table showing which group is responsible for appraising the business cases in the first round of the Growth Deal is at [Appendix 12](#).

Appendix 1: Extract from the Articles of Association dealing with Board decision making

9. Powers of Directors

- 9.1. Subject to the provisions of the Companies Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company and shall do so as far as possible in a manner which is consistent with the Seven Nolan Principles of Public Life. No alteration of these Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 9.1 shall not be limited by any special power given to the directors by these Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 9.2. The Board may create committees or sub-committees consisting of not less than two directors, of whom at least one shall be a Private Sector Director, in order to provide advice and to support the Board. The Board will be responsible for the title of, and creation of terms of reference for the regulation of, any such committee. The meetings and proceedings of such committee or sub-committees shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as consistent with its terms of reference from time to time, but not otherwise. For the avoidance of doubt, except as expressly authorised from time to time in relation to specific matters, any such committees or sub-committees shall not have delegated power from the Board to bind the Company or to represent themselves as having the capacity to do so.

Appendix 2: Terms of Reference for the LEP Board Sub Committees involved in decisions relating to Growth Deal and Local Growth Funding

Terms of Reference for the Coast to Capital Ltd. Executive Committee

Preamble

The Board of Coast to Capital have deemed it necessary to have an Executive Committee capable of making swift decisions under delegated powers.

At Board Meeting 10 on Thursday 18th October 2012 the Executive Committee was given delegated powers :

General

- a. Exercising the powers and duties of the Board in respect of the financial administration of the company, except for those items specifically reserved for the Board and those delegated to the Director and other staff.
- b. Reporting on decisions taken under delegated powers to the next Board meeting.

Budgets/Budgetary Control

- c. Reviewing the annual budget prior to the start of each financial year and recommending its acceptance, or otherwise to the Board.
- d. Ensuring there is proper and complete separation between decision to purchase and the payment of suppliers.
- e. Considering budgetary control reports on the company's financial position at every Board meeting, taking appropriate action to contain expenditure within the budget and report to the Board.
- f. Review all in year changes to the budget up to 10% of the budget agreed by the Board and as authorised by the Director, which are to be formally notified to the Executive Committee who shall minute the notification.
- g. Approval of changes to the Company bank mandate

Insurances

- h. Ensuring that arrangements for insurance cover are in place and adequate.

Security of assets

- i. Ensuring that there are annual independent checks of assets and the asset register.
- j. Authorising the disposal of individual items of equipment and materials that have become surplus to requirements, unusable or obsolete with an original purchase value of up to £5,000 and reporting such authorisations to the Board.

Personnel

- k. Authorising permanent changes to the company's establishment and determining conditions of employment for all Coast to Capital employees.

Accounts and audit

- l. Reviewing the draft financial statements and highlighting any significant issues to the Board, prior to the submission to Companies House within nine months of the financial year end.

Recommendations

- m. That the Membership of the Executive Committee be The Executive Director, The Chairman, The Vice-Chairman and one other Board Member
- n. That the Executive Committee assumes all the duties of the Nominations Committee

Papers

No decision can be taken from an oral presentation. A paper, however brief, must be circulated in advance of the meeting (however short) and must contain a Submission and a Proposal

Decisions

Decisions are to be taken by simple majority, the Chairman having an additional casting vote if required:

At Face-to-Face Meetings – quorum of three

By Video Conference Call - quorum of three

By Conference Call – quorum of three.

By Postal (or e-mail) Ballot – at least three members voting by email

Recording

Minutes will be taken by the Director or Chairman (in the Director's absence) and record only the voting and the decisions taken.

Coast to Capital Enterprise Committee Terms of Reference

1. **Status**

The Enterprise Committee is a formal sub-committee of the Coast to Capital Board with delegated authority and accountability as set out in these Terms of Reference.

2. **Purpose**

The purpose of this Committee is to devise, steer, direct and implement the prescribed activities of Coast to Capital, as set out in the Strategic Economic Plan and the annual Business Plan.

3. **Objectives**

The objectives of the Committee are:

- to devise for Board endorsement, the overall Enterprise strategy for Coast to Capital, contributing to, and fitting within the overall Strategic Economic Plan,
- to ensure all Enterprise related issues have been considered by the Committee before they are presented to the Coast to Capital Board,
- to influence national and local policy decisions relevant to the Enterprise strategy,
- to drive and steer implementation of the Enterprise strategy,
- to create and oversee a coherent programme of research, development, collaborative projects and other activities, that reflect, where appropriate, the activities of the Area Partnerships and other partners,
- to ensure there is effective communication with and engagement of stakeholders, partners and the business sector, including entrepreneurs, early stage businesses and high growth companies,
- to devise success indicators and report on progress to the Coast to Capital Board,
- to agree with the Board and Chief Executive, the annual budget for Enterprise activities and to oversee how it is deployed,
- to seek additional funding for Enterprise activities.

4. **Accountability**

The Enterprise Committee is accountable to the Coast to Capital Board for delivery of the Enterprise strategy and for progress against the targets and performance indicators, agreed with the Board and which are set out in the Strategic Economic Plan and the Annual Business Plan.

5. **Duty to Collaborate**

The Enterprise Committee must have due regard for the work and activities of the other sub-committees of the Board, to recognise there will be some cross-over in objectives and activities.

6. **Membership**

The standing membership will be a maximum of 10 people and due process for selecting members will be carried out as follows:

- Where possible the invitations to join the Committee will be conducted in an open and transparent way, usually publicising the opportunity via the Area Partnerships.

- Where possible the Committee will reflect the spatial make-up of the Coast to Capital area. The Committee reserve the right to approach individuals directly if they consider there is a gap in expertise and/or knowledge in the membership of the Committee.
- Members of the Committee will be expected to communicate through their networks and constituencies of interest about the work of the Committee.
- The Committee may invite further people to attend meetings for particular items as they deem necessary.

7. **Deputies**

The aim is to build a team with a common purpose, shared expertise and where continuity of attendance is expected.

8. **Chairman**

The Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Chairman from one of our private sector partners.

9. **Vice Chairman**

The Vice Chairman is to be nominated and agreed at the Committee meeting by the Committee members.

The Vice Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Vice Chairman from one of our private sector partners.

10. **Quorum**

The meeting of a Committee will only take place if there is a quorum attendance. The quorum comprises four members of the Committee, including a Board member.

11. **Decision making**

Decision making will be by consensus. Where it is not possible to achieve a consensus, the Board Directors will refer the decision to the Coast to Capital Board.

12. **Conflicts of Interest**

Committee members will be expected to abide by Coast to Capital procedures for avoiding conflicts of interest. Committee members must declare any interests in any item under discussion and if necessary, withdraw from and decision making (but not discussion) on that issue.

13. **Frequency of meetings**

The Committee will meet at least four times a year. Further meetings may be added at the Committee's discretion.

14. **Sub Groups**

The Enterprise Committee may establish such Working Groups and Task and Finish Groups as it deems necessary. However, overall accountability to the Board will remain with the full Committee.

Coast to Capital Infrastructure Committee Terms of Reference

1. **Status**

The Infrastructure Committee is a formal sub-committee of the Coast to Capital Board with delegated authority and accountability as set out in these Terms of Reference.

2. **Purpose**

The purpose of this Committee is to devise, steer, direct and implement the Infrastructure activities of Coast to Capital LEP, as set out in the Strategic Economic Plan and in the annual Business Plan.

3. **Objectives**

The objectives of the Committee are:

- to devise for Board endorsement, the overall strategy, with regard to all infrastructure-related activities for Coast to Capital, contributing to, and fitting within the overall Strategic Economic Plan 2014,
- to ensure all infrastructure-related issues have been considered by the Committee before they are presented to the Coast to Capital Board,
- to influence national and local policy decisions relevant to the Infrastructure Committee strategy,
- to drive and steer implementation of the Coast to Capital Infrastructure plans as laid out in the Strategic Economic Strategy and Growth Deal 2014,
- to create and oversee a coherent programme of research, development, collaborative projects and other activities, that reflect, where appropriate, the activities of the Area Partnerships and other key partners,
- to ensure there is effective communication with and engagement of stakeholders, partners and the business sector..
- to support the Coast to Capital Key Performance Indicators and report on their progress to the Coast to Capital Board,
- to agree with the Board and Chief Executive, the annual budget for infrastructure-related activities and to oversee how it is deployed,
- to seek additional funding for infrastructure-related activities.

4. **Accountability**

The Infrastructure Committee is accountable to the Coast to Capital Board for delivery of the Board's infrastructure interventions and for progress against the targets and performance indicators, agreed with the Board and which are set out in the Strategic Economic Plan and the Annual Business Plan.

5. **Duty to Collaborate**

The Infrastructure Committee must have due regard for the work and activities of the other sub-committees of the Board, to recognise there will be some cross-over in objectives and activities.

6. **Membership**

The standing membership will be a maximum of [TBA] people and due process for selecting members will be carried out as follows:

- Where possible the invitations to join the Committee will be conducted in an open and transparent way, usually publicising the opportunity via the Area Partnerships.
- Where possible the Committee will reflect the spatial make-up of the Coast to Capital area. The Committee reserve the right to approach individuals directly if they consider there is a gap in expertise and/or knowledge in the membership of the Committee.
- Members of the Committee will be expected to communicate through their networks and constituencies of interest about the work of the Committee.
- The Committee may invite further people to attend meetings for particular items as they deem necessary.

7. **Deputies**

The aim is to build a team with a common purpose, shared expertise and where continuity of attendance is expected.

8. **Chairman**

The Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Chairman from one of our private sector partners.

9. **Vice Chairman**

The Vice Chairman is to be nominated and agreed at the Committee meeting by the Committee members.

The Vice Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Vice Chairman from one of our private sector partners.

10. **Quorum**

The meeting of a Committee will only take place if there is a quorum attendance. The quorum comprises four members of the Committee, including a Board member.

11. **Decision making**

Decision making will be by consensus. Where it is not possible to achieve a consensus, the Board Directors will refer the decision to the Coast to Capital Board.

12. **Conflicts of Interest**

Committee members will be expected to abide by Coast to Capital Code of Conduct and also to avoid any conflicts of interest. Committee members must declare any interests in any item under discussion and if necessary, withdraw from any decision making (but not discussion) on that issue.

13. **Frequency of meetings**

The Committee will meet at least four times a year. Further meetings may be added at the Committee's discretion.

14. **Sub Groups**

The Infrastructure Committee may establish such Working Groups and Task and Finish Groups as it deems necessary. However, overall accountability to the Board will remain with the full Committee.

Coast to Capital International Trade Committee Draft Terms of Reference

1. **Status**

The International Trade Committee is a formal sub-committee of the Coast to Capital Board with delegated authority and accountability as set out in these Terms of Reference.

2. **Purpose**

The purpose of this Committee is to devise, steer, direct and implement the prescribed activities of Coast to Capital, as set out in the Strategic Economic Plan and the annual Business Plan.

3. **Objectives**

The objectives of the Committee are:

- to devise for Board endorsement, the overall International Trade strategy for Coast to Capital, contributing to, and fitting within the overall Strategic Economic Plan,
- to ensure all International Trade related issues have been considered by the Committee before they are presented to the Coast to Capital Board,
- to influence national and local policy decisions relevant to the International Trade strategy,
- to drive and steer implementation of the International Trade strategy,
- to create and oversee a coherent programme of research, development, collaborative projects and other activities, that reflect, where appropriate, the activities of the Area Partnerships and other partners,
- to ensure there is effective communication with and engagement of stakeholders, partners and the business sector, including entrepreneurs, early stage businesses and high growth companies,
- to devise success indicators and report on progress to the Coast to Capital Board,
- to agree with the Board and Chief Executive, the annual budget for International Trade activities and to oversee how it is deployed,
- to seek additional funding for International Trade activities.

4. **Accountability**

The International Trade Committee is accountable to the Coast to Capital Board for delivery of the International Trade strategy and for progress against the targets and performance indicators, agreed with the Board and which are set out in the Strategic Economic Plan and the Annual Business Plan.

5. **Duty to Collaborate**

The International Trade Committee must have due regard for the work and activities of the other sub-committees of the Board, to recognise there will be some cross-over in objectives and activities.

6. **Membership**

The standing membership will be a maximum of 10 people and due process for selecting members will be carried out as follows:

- Where possible the invitations to join the Committee will be conducted in an open and transparent way, usually publicising the opportunity via the Area Partnerships.

- Where possible the Committee will reflect the spatial make-up of the Coast to Capital area. The Committee reserve the right to approach individuals directly if they consider there is a gap in expertise and/or knowledge in the membership of the Committee.
- Members of the Committee will be expected to communicate through their networks and constituencies of interest about the work of the Committee.
- The Committee may invite further people to attend meetings for particular items as they deem necessary.

7. **Deputies**

The aim is to build a team with a common purpose, shared expertise and where continuity of attendance is expected.

8. **Chairman**

The Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Chairman from one of our private sector partners.

9. **Vice Chairman**

The Vice Chairman is to be nominated and agreed at the Committee meeting by the Committee members.

The Vice Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Vice Chairman from one of our private sector partners.

10. **Quorum**

The meeting of a Committee will only take place if there is a quorum attendance. The quorum comprises four members of the Committee, including a Board member.

11. **Decision making**

Decision making will be by consensus. Where it is not possible to achieve a consensus, the Board Directors will refer the decision to the Coast to Capital Board.

12. **Conflicts of Interest**

Committee members will be expected to abide by Coast to Capital procedures for avoiding conflicts of interest. Committee members must declare any interests in any item under discussion and if necessary, withdraw from and decision making (but not discussion) on that issue.

13. **Frequency of meetings**

The Committee will meet at least four times a year. Further meetings may be added at the Committee's discretion.

14. **Sub Groups**

The International Trade Committee may establish such Working Groups and Task and Finish Groups as it deems necessary. However, overall accountability to the Board will remain with the full Committee.

Coast to Capital Skills Funding Management Committee Draft Terms of Reference

1. **Status**

The Skills Funding Management Committee is a formal sub-committee of the Coast to Capital Board with delegated authority and accountability as set out in these Terms of Reference.

2. **Purpose**

The purpose of this Committee is to devise, steer, direct and implement the prescribed activities of Coast to Capital, as set out in the Strategic Economic Plan and the annual Business Plan.

3. **Objectives**

The objectives of the Committee are:

- to devise for Board endorsement, the overall Skills Funding Management strategy for Coast to Capital, contributing to, and fitting within the overall Strategic Economic Plan,
- to ensure all Skills Funding Management related issues have been considered by the Committee before they are presented to the Coast to Capital Board,
- to influence national and local policy decisions relevant to the Skills Funding Management strategy,
- to drive and steer implementation of the Skills Funding Management strategy,
- to create and oversee a coherent programme of research, development, collaborative projects and other activities, that reflect, where appropriate, the activities of the Area Partnerships and other partners,
- to ensure there is effective communication with and engagement of stakeholders, partners and the business sector, including entrepreneurs, early stage businesses and high growth companies,
- to devise success indicators and report on progress to the Coast to Capital Board,
- to agree with the Board and Chief Executive, the annual budget for Skills Funding Management activities and to oversee how it is deployed,
- to seek additional funding for Skills Funding Management activities.

4. **Accountability**

The Skills Funding Management Committee is accountable to the Coast to Capital Board for delivery of the Skills Funding Management strategy and for progress against the targets and performance indicators, agreed with the Board and which are set out in the Strategic Economic Plan and the Annual Business Plan.

5. **Duty to Collaborate**

The Skills Funding Management Committee must have due regard for the work and activities of the other sub-committees of the Board, to recognise there will be some cross-over in objectives and activities.

6. **Membership**

The standing membership will be a maximum of 10 people and due process for selecting members will be carried out as follows:

- Where possible the invitations to join the Committee will be conducted in an open and transparent way, usually publicising the opportunity via the Area Partnerships.

- Where possible the Committee will reflect the spatial make-up of the Coast to Capital area. The Committee reserve the right to approach individuals directly if they consider there is a gap in expertise and/or knowledge in the membership of the Committee.
- Members of the Committee will be expected to communicate through their networks and constituencies of interest about the work of the Committee.
- The Committee may invite further people to attend meetings for particular items as they deem necessary.

7. **Deputies**

The aim is to build a team with a common purpose, shared expertise and where continuity of attendance is expected.

8. **Chairman**

The Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Chairman from one of our private sector partners.

9. **Vice Chairman**

The Vice Chairman is to be nominated and agreed at the Committee meeting by the Committee members.

The Vice Chairman will be normally one of the private sector Board members. However, the Chief Executive may, at his discretion, nominate a Vice Chairman from one of our private sector partners.

10. **Quorum**

The meeting of a Committee will only take place if there is a quorum attendance. The quorum comprises four members of the Committee, including a Board member.

11. **Decision making**

Decision making will be by consensus. Where it is not possible to achieve a consensus, the Board Directors will refer the decision to the Coast to Capital Board.

12. **Conflicts of Interest**

Committee members will be expected to abide by Coast to Capital procedures for avoiding conflicts of interest. Committee members must declare any interests in any item under discussion and if necessary, withdraw from and decision making (but not discussion) on that issue.

13. **Frequency of meetings**

The Committee will meet at least four times a year. Further meetings may be added at the Committee's discretion.

14. **Sub Groups**

The Skills Funding Management Committee may establish such Working Groups and Task and Finish Groups as it deems necessary. However, overall accountability to the Board will remain with the full Committee.

Appendix 3: Coast to Capital Schedule of Delegated Authority

(Review date: May 2015)

Version Number	Date agreed by the Coast to Capital Executive Committee
260814 V4	26th August 2014

- 1. Powers and duties reserved for the Board**
- 2. Powers and duties delegated to the Executive Committee**
- 3. Powers and duties delegated to the Chief Executive**
- 4. Powers and Duties delegated to the Nominated Manager**
- 5. Powers and duties delegated to the Office Manager**
- 6. Expenses and Hospitality**
- 7. Summary of Powers to Purchase, Authorisation of Payments and Procurement Thresholds**

1 Powers and Duties reserved for the Board

The Board shall be responsible for:

General

- a. Approval of a written schedule of delegation of its financial powers and duties to its Executive Committee, the Chief Executive and other Team members. The schedule must satisfy the Board's ultimate responsibility for ensuring that there are adequate operational controls in place for all the financial processes within the company and that their powers are exercised as far as possible in a manner consistent with the Seven Nolan Principles of Public Life. The schedule of delegation should be operated in conjunction with the Financial Procedures of the company.

Budgets/Budgetary Control

- b. Formally approving the annual budget prior to the start of each financial year.
- c. Considering the budgetary control reports from the Chief Executive at every meeting, with relevant explanations, commentary from the Executive Committee and external Accountants and documentation where required.
- d. Authorisation of in-year virement between agreed budget headings of more than 10%.

Purchasing

- e. Maintenance of a register of business interests for all Directors, Chief Executive and those Team members with financial responsibilities.
- f. Approval of the Powers to Purchase, Authorisation of Payments and Procurement Thresholds
- g. Authorisation of the award tenders above £25,000 through the involvement of one or more Directors in the decision making process.

Income

- h. Authorisation for the write-off of debts not collectible in excess of £10,000.

Security of assets

- i. Authorisation of disposal of individual items of equipment and materials that have become surplus to requirements, unusable or obsolete with an original purchase value in excess of £5,000.

Accounts and audit

- j. Appointment of external auditors.
- k. Reviewing the draft financial statements prior to audit and approval of the audited financial statements prior to submission to Companies House within 9 months of the financial year end.
- l. Receiving the reports of the external auditor.

2 Powers and duties delegated to the Executive Committee

The Executive Committee shall be responsible for:

General

- o. Exercising the powers and duties of the Board in respect of the financial administration of the company, except for those items specifically reserved for the Board and those delegated to the Chief Executive and other Team members.
- p. Reporting on decisions taken under delegated powers to the next Board meeting.

Budgets/Budgetary Control

- q. Reviewing the annual budget prior to the start of each financial year and recommending its acceptance, or otherwise to the Board.
- r. Ensuring there is proper and complete separation between decision to purchase and the payment of suppliers.
- s. Considering budgetary control reports on the company's financial position at every Board meeting, taking appropriate action to contain expenditure within the budget and report to the Board.
- t. Review all in year changes to the budget up to 10% of the budget agreed by the Board and as authorised by the Chief Executive, which are to be formally notified to the Executive Committee who shall minute the notification.
- u. Approval of changes to the Company bank mandate

Insurances

- v. Ensuring that arrangements for insurance cover are in place and adequate.

Security of assets

- w. Ensuring that there are annual independent checks of assets and the asset register.
- x. Authorising the disposal of individual items of equipment and materials that have become surplus to requirements, unusable or obsolete with an original purchase value of up to £5,000 and reporting such authorisations to the Board.

Personnel

- y. Authorising permanent changes to the company's establishment and determining conditions of employment for all Coast to Capital employees.

Accounts and audit

- z. Reviewing the draft financial statements and highlighting any significant issues to the Board, prior to the submission to Companies House within nine months of the financial year end.

Recommendations

- aa. That the Membership of the Executive Committee be The Chief Executive, The Chairman, The Vice-Chairman and one other Board Member
- bb. That the Executive Committee assumes all the duties of the Nominations Committee

3 Powers and duties delegated to the Chief Executive

The Chief Executive has delegated powers and functions in respect of internal organisation, management and control of the company, the implementation of all policies approved by the Board and for the development of overall strategy, leading to deliver Coast to Capital's priorities and representation and lobbying.

The Chief Executive shall be responsible for:

Budgetary Control

- a. Reviewing income and expenditure reports and highlighting actual or potential over and under spending to the Executive Committee and the Board.
- b. Approving all in year changes to the budget agreed by the Board up to 10% and reporting such approval to the Executive Committee.
- c. Reporting to the Board all significant financial matters and any actual or potential overspending.
- d. Looking at all potential opportunities for additional funding from Government, European and local Government sources. Ensuring they fit in with Coast to Capital's strategic direction and that they add value to the current strategic activities.
- e. When funding is received from Government for core funding or for strategic interventions (eg PWLB Project Funding), the Chief Executive is asked to inform the Board through the normal communication channels.

Financial Management

- f. Ensuring the arrangements for collection of income, ordering of goods and services, payments and security of assets are in accordance with the company's Procurement Procedures.

Purchasing

- g. Authorising all orders and contracts and other decisions to purchase with the exception of expenses for Team members and Chief Executive's, and petty cash within the limits set out in Expenses Policy.
- h. Authorisation of all expenses and petty cash outside the Expenses Policy, following the procurement procedures.
- i. Ensuring that all contracts and agreements conform to the Procurement Procedures.
- j. Ensuring approval of payments follows the processes and approval limits as set out in the schedule of delegated authorities.
- k. The Chief Executive MAY NOT authorise payment of suppliers or payroll payments to Team members.

Payroll and personnel

- l. Approving new Team members appointments within the authorised establishment.
- m. Ensuring the payments of salaries each month follows the agreed process.

Security of assets

- n. Ensuring that proper security is maintained at all times for all buildings, furniture, equipment, vehicles, stocks, stores, cash, information and records etc. under his/her control.

Accounts and audit

- o. The operation of financial processes within the company, ensuring that adequate operational controls are in place and that the principles of internal control are maintained.
- p. Ensuring that full, accurate and up to date records are maintained in order to provide financial and statistical information.
- q. Ensuring that all records and documents are available for audit by the appointed External Auditor.

4 Powers and duties delegated to the Nominated Manager

The Chief Executive shall nominate a Manager from the Team members who shall be responsible for:

Budgets/Budgetary Control

- a. Preparing an annual draft budget for consideration by the Chief Executive and Executive Committee before the start of the relevant financial year.
- b. Monthly monitoring of expenditure and income against the approved budget and reporting on the company's financial position to the Chief Executive.

Purchasing

- c. Authorising all payments of suppliers above £1,000 ensuring that all payments are properly evidenced with the decision to purchase
- d. Authorising monthly payroll payments

5 Powers and duties delegated to the Office Manager

The Office Manager will be responsible for all day to day financial processes and procedures and for maintaining financial records.

Management accounts and record keeping

- a. To operate the company accounting procedures ensuring an accurate record is kept of every financial transaction using the software and other recording systems as agreed with the external auditor and Executive Committee.
- b. To produce monthly management accounts
- c. To produce quarterly management accounts for the Board
- d. To liaise with the external accountants on production of the annual financial statements

Purchasing

- e. Maintaining a register of formal contracts entered into, amounts paid and certificates of completion.
- f. Retention of quotes obtained for goods, works and services.
- g. Verification of supply of purchased goods and services before payment is made.
- h. Ensuring that all correct invoices are duly certified by Nominated Manager and/or mandated Board Directors before payments are made and that invoices, vouchers and other records are retained and stored in a secure way and are readily available for inspection by the authorised persons.

Payroll and personnel

- i. Notifying the payroll provider of any matters affecting payments to the employees.
- j. Ensuring that the monthly payroll is checked, and certifying it for payment in conjunction with the Nominated Manager.

Income

- k. Ensuring that all income is accurately accounted for and is promptly collected and banked intact.

Banking arrangements

- l. Maintaining proper records of account and reviewing monthly bank reconciliations.

Insurances

- m. Notifying the Chief Executive on any eventuality that could affect the company's insurance arrangements.

Security of Assets

- n. Maintaining a permanent and continuous register of all items of furniture, equipment, vehicles and plant.

Petty Cash

- o. Ensuring that Petty Cash Records are kept up to date and reconciled promptly at the end of each calendar month. Ensuring that any cash in the office is kept securely

Hospitality Register

- p. Maintenance of the Hospitality Register

6 Expenses and Hospitality

The following to be observed by all members of the Team members

Expenses

- a. Expenses for travelling can only be claimed for company business. Travel between home and work cannot normally be claimed except in special circumstances approved in advance by the Chief Executive.
- b. All travel by public transport will be at Standard Class.
- c. Overnight subsistence including accommodation and meals must be approved in advance by the Chief Executive
- d. All claims for expenses must be submitted for approval at the end of the month in which they were incurred and will only paid out if properly receipted.

Hospitality

- e. Generally, hospitality or entertainment of any sort should not be accepted. Where there is an existing business relationship with a contractor, a modest (less than £35) business or working meal may be accepted. Where hospitality of any sort is accepted, it must be recorded in the Hospitality Register.
- f. Hospitality includes:
 - Goods and other items
 - Services
 - Attendance at cultural, sporting and other events
 - Meals and Drink
 - Accommodation
- g. Gifts should not be accepted except for items of very small value such as pens or business diaries.

7 Summary of Powers to Purchase, Authorisation of Payments and Procurement Thresholds

Commitment to purchase	Complete separation between decision to purchase and approval of payments	Approval of payments to suppliers
Board authorises annual operating budget. All management accounts reporting is against that budget.		All approval of payments to be backed by documents evidencing the Chief Executive's approval to purchase
		Payment then approved within the following limits: <ul style="list-style-type: none"> - Up to £1,000 – One signatory (Nominated Manager or Office Manager) - £1,000 to £10,000 – Two signatories (Nominated Manager or Office Manager or nominated Board Director) - £10,000 and above – Nominated Manager or Office Manager plus one nominated Board Director
Any other purchasing decision Chief Executive can vire up to 10% of Board approved limit between budget headings. Virement above 10% needs Board approval – by correspondence in case of urgency		Payroll to be approved each month by Office Manager and Nominated Manager
Procurement thresholds: <ul style="list-style-type: none"> - Up To £5000 – Chief Executive's discretion - £5,000 to £10,000 – Three written quotations - £10,000 to £25,000 – full tender process - £25,000 to OJEU threshold – full tender process and at least one Board member involved in the decision to award - Above OJEU threshold – full OJEU process and at least two Board members involved in decision to award 		Office Manager to process the payments and payroll based on evidence of correct approval as above
Expenses: <ul style="list-style-type: none"> - Chairman to approve Chief Executive's expenses - Chief Executive to approve expenses for Team members up to £300 pcm per person – above £300 to get second sign off by Chairman - Chairman's and other Board member expenses to be authorised for payment by the Chief Executive BUT reviewed by Knill James in quarterly commentary to the Board on the management accounts and therefore scrutinised by the Board. - Petty cash limit £250 pcm 	Authorised signatories as of April 2014: <ul style="list-style-type: none"> - Nominated Manager – Malcolm Brabon - Office Manager - David Smith - Chairman - Tim Wates - Board Member - Juliette Green - Board Member - Ravi Shankar - Board Member - John Peel - Deputy Chairman / Executive Committee - Steve Allen 	

Appendix 4: Letter of Delegation from the Coast to Capital Board to the Local Transport Body

(Review date May 2015)

From: Tim Wates, Chairman, Coast to Capital Local Enterprise Partnership

To: Councillor Pieter Montyn, Chair of the Coast to Capital Local Transport Body

8th December 2014

COAST TO CAPITAL TRANSPORT SCHEMES: LETTER OF DELEGATION

This letter invites the Local Transport Body to assume responsibility for decisions on the allocation of funds to local transport schemes.

We are very grateful to the Local Transport Body (LTB) for the work that it has done so far to establish the funding mechanism for local transport schemes supported by the Local Growth Fund. This work has helped to develop sound and effective arrangements for open decision-making. The Government has recognised the strength of these arrangements and the way that the LEP and LTB have worked in partnership. This has helped us to secure more flexibilities than some other LEPs and may also have contributed to the amount of funding that the Government has allocated to us.

General principles

Subject to the conditions in this letter, we now ask the Local Transport Body (LTB) to take decisions about allocation of funds to individual transport schemes. These funds are being allocated to Coast to Capital Local Enterprise Partnership, and through this letter the Coast to Capital Board is formally delegating certain responsibilities and accountability for the funding to the Local Transport Body. The Local Transport Body has agreed an Assurance Framework with the Department for Transport and this should form the basis for the LTB's project appraisal and decision making in relation to the funding which has been made available and which is being delegated to the LTB. The Assurance Framework may require amendment from time to time. Any changes to the Framework should be jointly agreed by the Coast to Capital Board and LTB.

The funding that has been allocated to us has been on the basis of the Strategic Economic Plan. We would therefore ask the LTB to prioritise those schemes and interventions which best meet the objectives, principles and policies of the Strategic Economic Plan. Our goal is to promote economic growth, to facilitate new jobs and protect existing jobs, and to encourage sustainable development of both housing and employment floor space.

As a general rule, we would expect that the schemes to be funded will be those already mentioned in the Strategic Economic Plan or close variants of those schemes.

Successful schemes should be deliverable, realistic and effective. They should provide good value for money.

Decisions about whether to fund schemes should be taken after a thorough assessment of business cases which are produced in accordance with Government guidelines. The Local Transport Body should produce guidance for promoting authorities on an appropriate level of detail to include in business cases.

It is of critical importance that we collectively demonstrate an ability to deliver. That will help to build our credibility with Government and with partners and could lead to higher levels of investment in the future. The Coast to Capital Board expects the Local Transport Body and partners to deliver in full the funding allocated in 2015/16 and securing the planned improvements. The Local Transport Body must raise with the Coast to Capital Board as an issue of urgency any risks that the funding delegated will not be delivered.

The delegated funding

In the Growth Deal announced in July 2014, the Government agreed to provide funding for a number of individual named transport schemes. This funding is conditional on the promoters of those schemes providing a satisfactory business case and meeting all normal requirements for planning and consultation.

There are five elements of funding which the Coast to Capital Board is delegating to the LTB:

- LTB Funding allocated in 2013 and reconfirmed in the July 2014 Growth Deal
- Specific funding for named major schemes included in the Strategic Economic Plan
- A package of funding for Sustainable Transport schemes set out in the Strategic Economic Plan
- A package of funding for Transport Resilience schemes set out in the Strategic Economic Plan.
- Indicative funding for schemes which will be delivered in 2016/17 or later.

LTB 2013 funding

The schemes for which conditional funding has been offered, and the total funding allocations, are:

	Total LGF contribution	Amount of LGF to be spent in 2015/16	Total local match funding contribution	Expected outcomes
A 284 Lyminster By-Pass, East Arun	£3,000,000	£0	£8,505,000	4,695 jobs 2,600 homes
A259 East Arun	£7,500,000	£125,000	£8,150,000	27, 370 sqm
Valley Gardens Phase 1&2	£8,000,000	£4,000,000	£1,600,000	
Epsom Plan E	£2,160,000	£296,000	£540,000	635 homes
Wider Network benefits Surrey	£2,400,000	£1,200,000	£600,000	

Growth Deal Major Funding

The LTB will be responsible for progressing and delivering the major projects listed below from the Growth Deal

	Link to SEP Strategic Priorities	Total LGF Funding	Amount of LGF to be spent in 2015/16	Total local match funding contribution and leverage	Expected outcomes
A29 Realignment	Part of a much wider programme for Enterprise Bognor Regis and associated housing	£13,000,000	£655,000	£17,000,000	4,821 jobs 2,000 homes 140,500 sqm [From the

	development				whole EBR and associated schemes]
Crawley Area Transport Package	Redevelopment of Crawley town centre, station and access routes into the town. Enhancement of Manor Royal as a primary business location. Levering the economic impact of Gatwick Airport.	£18,100,000	£2,600,000	£25,000,000	400 jobs 808 homes 14,330 SQM (from this scheme alone)

Promoting authorities should now develop the business cases for both the LTB 2013 schemes and the newly allocated major schemes, following the guidance produced by the Local Transport Body and the Department for Transport.

We invite the Local Transport Body to assess those business cases according to the decision-making processes established in the Assurance Framework. It will be for the Local Transport Body to decide whether the promoters have produced a satisfactory business case for each scheme and whether the conditional funding can be released. In making a decision on the submitted business cases, the LTB should meet any obligations for such decisions to be made at a meeting held in public.

The Local Transport Body may wish to attach conditions to its funding decisions, for example to ensure that there are sound governance or delivery arrangements for a specific scheme. Because the Government has identified specific funding for each scheme, the decision which the LTB will take is whether each scheme should be funded or not. Unlike the sustainability and resilience schemes (described below) these specific schemes do not need to be compared against each other. Funding is ring-fenced for each scheme.

The Coast to Capital Board is also delegating to the LTB oversight of delivery of the projects and for ensuring that funding allocated for 15/16 is fully spent. If there proves to be slippage in delivery in 15/16, the LTB should not reallocate the funding for these schemes without seeking the approval of the Coast to Capital Board and reallocation will normally only be approved to other schemes which are part of the same strategic purpose and/or location for which the funding was allocated.

Sustainable transport funding

The Government has provided Local Growth Funding for sustainability schemes:

	Total LGF funding	Amount of LGF to be spent in 2015/16	Total Local Match Funding Contribution
Sustainable Transport	£31,700,000	£3,700,000	£10,000,000

We now ask the Local Transport Body to allocate these funds to suitable schemes.

The LTB will be responsible for:

- Implementing an open and transparent process to select the schemes that will be funded, drawing on the list of eligible schemes as put forward in the Strategic Economic Plan

- Taking the selected schemes through the Assurance Framework as agreed with DfT. The LTB may also wish to make special arrangements for the first year of funding given the short timescales involved.
- Overseeing delivery of the schemes which pass the Assurance stage
- Reporting on a regular basis to the Coast to Capital Board

In selecting the schemes to be funded the LTB should have regard to the following criteria:

- Criteria set out in the Assurance Framework agreed with Department for Transport
- The schemes must be selected from those included in the Strategic Economic Plan March 2014 and included here as [Annex 1](#) or close variants of them.
- Schemes which are certain to deliver in 2015/16
- Schemes which fall in the seven strategic priority areas (excluding Croydon and Newhaven) as set out in the SEP:
 - o Burgess Hill
 - o Heart of the Gatwick Diamond (Horsham & Crawley)
 - o East Surrey M25 Corridor
 - o Coastal Corridor
 - o Shoreham Harbour and Airport
 - o Brighton Centre
 - o Enterprise Bognor Regis
- Schemes which deliver the greatest economic impact in terms of new jobs, new homes or new employment space
- Schemes which have the highest levels of direct match funding and indirect leverage from both the public and private sector
- Schemes which deliver the highest value for money

Transport Resilience

	Total LGF Funding	Amount of LGF to be spent in 2015/16	Total Local Match Funding Contribution
Transport resilience	£30,900,000	£5,500,000	£5,000,000

We now ask the Local Transport Body to allocate these funds to suitable schemes.

The LTB will be responsible for:

- Implementing an open and transparent process to select the schemes that will be funded, drawing on the list of eligible schemes as put forward in the Strategic Economic Plan
- Taking the selected schemes through the Assurance Framework as agreed with DfT. The LTB may also wish to make special arrangements for the first year of funding given the short timescales involved.
- Overseeing delivery of the schemes which pass the Assurance stage
- Reporting on a regular basis to the Coast to Capital Board

In selecting the schemes to be funded the LTB should have regard to the following criteria:

- Criteria set out in the Assurance Framework agreed with Department for Transport
- The schemes must be selected from those included in the Strategic Economic Plan March 2014 and here set out in [Annex 2](#) or close variants of them.
- Schemes which are certain to deliver in 2015/16
- Schemes which have the highest levels of direct match funding and indirect leverage from both the public and private sector
- Schemes which deliver the highest value for money
- Schemes which deliver the greatest economic impact in terms of new jobs, new homes or new employment space

Indicative funding for schemes which will be delivered in 2016/17 or later

The Government has made an indicative allocation of funding for schemes which will start in 2016/17 or later:

	Total	Total Local Match Funding Contribution
Valley Gardens Phase 3	£6,000,000	£1,250,000
Newhaven Port Access Road	£10,000,000	£13,000,000

The promoting authorities should now develop the business cases for this scheme following the guidance produced by the Local Transport Body and the Department for Transport.

In the case of Newhaven Port Access Road the LTB may wish to note that the funding is ring-fenced to that scheme and will also be subject to additional input from the Department of Transport during the appraisal process. The outcome of the appraisal process for this scheme will have no impact on the funding available for any other scheme promoted by the LTB.

We invite the Local Transport Body to assess the business case according to the decision-making processes established in the Assurance Framework. It will be for the Local Transport Body to decide whether the promoters have produced a satisfactory business case for the scheme and whether the conditional funding can be released. In making a decision on the submitted business cases, the LTB should meet any obligations for such decisions to be made at a meeting held in public.

Programme management

Once a scheme has been accepted for funding, the LTB will oversee the management of the ongoing funding for that scheme.

West Sussex County Council will act as the accountable body for both Coast to Capital and the Local Transport Body.

The release of funding will be authorised by the LTB by providing to West Sussex County Council:

- A decision note authorising the allocation of funding signed by the Chair of the LTB and a Director of Coast to Capital
- Evidence that a business case has been completed which meets the DfT requirements and is approved by the LTB
- A schedule of payments as agreed by the LTB and proposing authority, being no more than two payments per year
- Details of to where the payments are to be made (organisation name, bank details etc)

Other than in exceptional circumstances, funding will be provided in arrears.

Flexibility

The LTB will have flexibility to re-allocate within the sustainability and resilience packages, keeping within the overall funding amounts, within the schemes set out in the SEP, and in line with the criteria set out above, keeping the LEP informed of any changes. If the LTB believes there is a need to include a scheme that is not in the SEP then the agreement of the LEP Board should be sought.

Major changes to the programme are outside the scope of this delegation letter. They would need to be agreed with Coast to Capital and with the Government.

Over-programming

LTB should use its judgement to over-programme to ensure the funding allocated for sustainability and resilience for 15/16 is used in full.

Monitoring and reporting

We would ask that you monitor progress against the agreed programme and provide the Board of Coast to Capital with quarterly reports against the agreed delivery schedule for each project and an annual report of the LTB's decisions and activities.

The LTB must report as a matter of urgency, and in any case no later than 4 weeks after the matter becomes known to the LTB or a proposing authority, if there is any risk that a project will not be delivered in 15/16 and a reallocation to other projects within the terms of this delegated authority is not possible.

Coast to Capital representation on the LTB

Martin Heffer will be the Coast to Capital Board's representative on the Local Transport Body. His role will be to represent the LEP, to provide a point of contact between Coast to Capital and the LTB and to help ensure that this delegation meets the needs of both the promoting authorities and Coast to Capital. I would be grateful if you would confirm that the Local Transport Body is happy to accept the delegation of responsibility as outlined in this letter.

Tim Wates
Chairman, Coast to Capital

Pieter Montyn
Chairman, Local Transport Body

Annex 1: Eligible Sustainable Transport Schemes as included in the Strategic Economic Plan March 2014.

Rural economy destinations support package	West Sussex
Cycle Ambition Network	Brighton
Sustainable transport package	Brighton
Shoreham STP	West Sussex
Burgess Hill STP	West Sussex
Arun Valley Line station improvements	West Sussex
Chichester STP	West Sussex
Worthing STP	West Sussex
NCN2 strategic cycle route package	West Sussex
Horsham STP	West Sussex
East Grinstead STP	West Sussex
Hayward's Heath STP	West Sussex
Ewell & Stoneleigh package	Surrey
Banstead, Epsom and Ewell STP	Surrey
A240 corridor	Surrey
Wider Leatherhead STP	Surrey
Dorking package	Surrey
Greater Redhill STP	Surrey
Reigate Road network Improvements	Surrey
A23 corridor programme	Surrey
A217 corridor programme	Surrey
A25 corridor	Surrey
A22 corridor & Caterham	Surrey
Rural economic support scheme	Surrey

Annex 2: Transport Resilience Schemes as included in the Strategic Economic Plan March 2014.

ITS traffic management package	West Sussex
ITS package	Brighton
Principal road maintenance	Brighton
Seafront structures (Free Shelterhall)	Brighton
Flood Alleviation - A240 (north): E&E	Surrey
A24 corridor Holmwood to Surrey boundary	Surrey
Flood Alleviation- A24: Mole Valley	Surrey
Reigate & Banstead strategic improvements & maintenance	Surrey
Flood Alleviation- A23 (south of M25): R&B	Surrey
Flood Alleviation -A217 (north & south of M25): R&B	Surrey
A24 maintenance	Surrey
A22 maintenance	Surrey
A23 maintenance and resilience	Surrey
Flood Alleviation -A22 (north of M25): Tandridge	Surrey

Appendix 5: Terms of Reference for the Coast to Capital Joint Committee

Heads of Terms Coast to Capital Strategic Joint Committee

1. Establishment, Purpose and Form

- 1.1. The Coast to Capital Strategic Joint Committee (“the Joint Committee”) shall be established from the Commencement Date
- 1.2. The over-arching purpose of the Joint Committee is to promote and support sustainable economic development and growth across the area served by the Coast to Capital Local Enterprise Partnership (“the LEP”). To achieve this, the Joint Committee will agree the Strategic Economic Plan as developed by the Board of the LEP (“the Board”) and also may advise the Board from time to time on the economic development and growth priorities of the area.
- 1.3. The Joint Committee shall be a joint committee appointed by two or more local authorities represented on the Joint Committee in accordance with section 102(1)(b) of the Local Government Act 1972.
- 1.4. The Joint Committee may appoint one or more sub-committees.
- 1.5. The lead authority for the Joint Committee shall be West Sussex County Council as the Accountable Body for the Local Growth Fund, whose functions in that capacity shall include financial, administrative and legal support (see paragraph 11)

2. Interpretation

2.1 In these Heads of Terms –

- (i) ‘Commencement Date’ means such date as is approved by the local authorities represented on the Joint Committee.
- (ii) ‘the LEP Area’ means the area encompassing the administrative boundaries of Brighton & Hove City Council, West Sussex County Council, London Borough of Croydon, Lewes District Council, and part of Surrey County Council - Epsom and Ewell District Council, Tandridge District Council, Mole Valley District Council and Reigate and Banstead District Council.
- (iii) ‘economic development and growth’ shall bear its natural meaning but with particular emphasis on:
 - employment and skills
 - business support, internationalisation and innovation
 - enterprise
 - infrastructure and transport
 - housing
 - investment and development
 - utilisation of property assets
 - strategic planning
- (iv) “Strategic Economic Plan” means the plan created by the LEP for the LEP Area setting out the economic development and growth priorities as the basis for negotiation with government.

3. Functions

- 3.1 The functions of the Joint Committee are specified in paragraph 3.2 below, and may be exercised only in respect of the LEP Area.

3.2 The functions referred to in paragraph 3.1 are as follows:

- (i) To agree the Strategic Economic Plan and its revisions and amendments as proposed to the Joint Committee by the Board.
- (ii) To provide strategic advice to the Board from time to time on the economic development and growth priorities for the LEP Area.
- (iii) To nominate on request from the Board representatives from the district and borough local authorities who are members of the Joint Committee to serve as Directors on the Board.

4. Reporting and Accountability

4.1. The Joint Committee shall submit an annual report to each of the bodies represented on the Joint Committee.

5. Membership

5.1 The following bodies shall be members of the Joint Committee:

5.1.1 County/Unitary Authorities

Brighton & Hove City Council
London Borough of Croydon
Surrey County Council
West Sussex County Council

5.1.2 District and Borough Authorities

Adur District Council
Worthing Borough Council
Lewes District Council
Mid-Sussex District Council
Horsham District Council
Crawley District Council
Arun District Council
Chichester District Council
Epsom and Ewell District Council
Tandridge District Council
Mole Valley District Council
Reigate and Banstead District Council

5.1.3 National Park Authority

South Downs National Park Authority

5.2 Each of the bodies listed in paragraph 5.1 shall be represented at the Joint Committee by one person.

5.3 Each local authority member shall be represented at the Joint Committee by an elected Member nominated annually or a nominated substitute (see paragraph 8).

5.4 The South Downs National Park Authority shall be represented at the Joint Committee by its Chairman

6. Chair of the Joint Committee

6.1. The Chair of the Joint Committee shall be elected from among its members on an annual basis.

7. Voting

- 7.1. Decisions will be made on a simple majority of votes cast by members represented at a meeting.
- 7.2. Where voting at a meeting results in an equal number of votes cast in favour and against, the Chair of the Joint Committee shall have a casting vote.

8. Substitution

- 8.1. Where a representative of a member of the Joint Committee is unable to attend a Joint Committee meeting, a substitute representative of that member (if approved by it) may attend, speak and vote, in their place for that meeting.
- 8.2. A substitute member must be appointed from a list of approved substitutes submitted by the respective member to the Joint Committee at the start of each municipal year.

9. Quorum

- 9.1. Subject to paragraph 9.2, no business shall be transacted at any meeting of the Joint Committee unless at least eleven of the whole number of voting members are present.
- 9.2. In no case shall any business of the Joint Committee be transacted unless at least two voting representatives from the County/Unitary Authorities as set out in paragraph 5.1.1 are present.

10. Time and Venue of Meetings

- 10.1. The Joint Committee will meet annually.
- 10.2. The Chair of the Joint Committee may call a special meeting of the Joint Committee at any time, subject to providing members with minimum notice of ten working days.

11. Administrative and legal support

- 11.1. Administrative and legal support to the Joint Committee shall be provided by the lead authority, such legal support to include Monitoring Officer and Proper Officer functions in relation to the Joint Committee meetings.
- 11.2. Other members of the Joint Committee shall contribute to the costs incurred by the lead authority in connection with the activities described in 11.1. The contributions will be agreed on an annual basis.

12. Observer status

- 12.1. The LEP shall have the right to attend meetings of the Joint Committee as an observer and to provide information and advice as requested by the Joint Committee, but will not have any role in voting or decision making.

13. Review and Variation of Heads of Terms

- 13.1. The Joint Committee shall keep these Heads of Terms under review to ensure that the Joint Committee's purpose is given full effect.
- 13.2. These Heads of Terms may be varied only by complete agreement of all the members of the Joint Committee and in consultation with the Board.

14. Procedure at meetings

14.1. The standing orders of the lead authority will apply to meetings of the Joint Committee.

15. Withdrawal

15.1 Any member of the Joint Committee may give six months notice in writing of intention to withdraw from membership of the Joint Committee and involvement in the Strategic Economic Plan.

Appendix 6: Example of Programme Reporting Book



Version: **date**

This Programme Management Book provides a one page summary and RAG rating of each project in the 2014 Coast to Capital Local Growth Funded projects.

Projects which are also part of **Greater Brighton City Deal** are shown via the logo -

The following key is used for the RAG Ratings:

RAG Key	Green	Amber	Red
10. Inception and Set Up THIS IS A GATE AND MUST BE GREEN FOR THE PROJECT TO START 	Delivery body identified; business case approved; scope is understood & under control ; contract/grant agreement signed; project budget agreed; project schedule agreed	Potential delivery bodies identified but yet to be confirmed; business case in development; contract/grant agreement yet to be signed; scope to be clarified; budget contributions not finalised; schedule yet to be agreed	No delivery body identified; business case not approved; scope is uncertain or shifting; budget insufficient for deliverables; project cannot be delivered in the available time
11. Time	Delivering in line with agreed timeline; will deliver in full in current year; later years on track; project is will complete on or before target date	May not delivery in full in current year; project may not complete prior to completion date. Viable recovery plan in place.	Will not start in target year. Project will not complete on time. No viable recovery plan in place.
12. Spend	Spend in line with forecast drawdown. Project is forecast to spend 100% of LGF.	Spend not in line with forecast drawdown. Project may not spend 100% of LGF over whole lifetime. Viable recovery plan in place.	Project will spend less than 20% of forecast LGF in current year. Will not drawdown full LGF over whole lifetime. No viable recovery plan.
13. Impact	Project is on track to deliver the expected outputs, match funding and leverage	There is likely to be a reduction of up to 15% in outputs, match funding or leverage	It is highly likely that there will be more than a 50% reduction in planned outputs, match funding or leverage
14. Risk Management	Risks are understood and anticipated and viable mitigation plans are in place.	Risks are materialising which could present a significant challenge to the project and/or a risk analysis has not been completed. Mitigation not working. Revised mitigation in place.	Risk management plan missing or out of date. Unanticipated risks are materialising. No mitigation plans in place.

Coast to Capital Local Growth Fund Highlight Report

1. Investment Category								
2. Project/Programme Name & Description								
3. Spend Profile		15/16	16/17	17/18	18/19	19/20	20/21	Total
	LGF (Of which:							
	Public							
	Private inc. HEI							
	ESIF							
	Total							
4. Main Outputs (full programme all years)	Jobs: Homes: SQM: Other:							
5. Lead Delivery Body & Partners								
6. Lead C2C Project Manager and sponsor Committee								
7. Start Date & Key Milestones Current Year								
8. End Date								
9. Current Status and any Corrective Action required								
Status	RAG*	Comments						
10. Inception and Set Up								
11. Time								
12. Spend								
13. Impact								
14. Risk Management								
Completed By					Date			

Appendix 7: The Accountable Body Agreement between West Sussex County Council and Coast to Capital LEP

DATED: _____ 2015

WEST SUSSEX COUNTY COUNCIL

and

COAST TO CAPITAL

**ACCOUNTABLE BODY AGREEMENT
COAST TO CAPITAL LOCAL ENTERPRISE PARTNERSHIP
IN RESPECT OF THE LOCAL GROWTH FUND**

Legal Services
West Sussex County Council
County Hall, Chichester,
West Sussex
PO19 1RQ
(Legal Ref: CE1/49/CN)

DATED.....day of..... 2015

PARTIES

- 1 **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RQ (The "Accountable Body") and
- 2 **COAST TO CAPITAL** a company limited by guarantee, incorporated and registered in England and Wales with company number 08166412 whose registered office is at 1 Bell Lane, Lewes, East Sussex, BN7 1JU (the "C2C")

BACKGROUND

- C2C is responsible for the administration and allocation of certain Government provided monies (the Local Growth Fund).
- Government requires C2C appoint an Accountable Body, being a local authority, to hold, distribute, and ultimately be accountable for expenditure and appropriate use of the Local Growth Fund money.
- The Accountable Body has agreed to act as Accountable Body in respect of the Local Growth Fund monies on the terms set out in this Agreement.
- The Accountable Body's role and responsibilities will be entirely separate from any other relationship that West Sussex County Council has with C2C in connection with any function (connected to the Local Growth Fund or otherwise) or either party.

1. DEFINITIONS AND INTERPRETATION

- 1.1 in this Agreement, unless the context otherwise requires, the terms set out in Schedule 1 shall have the meanings ascribed to them in Schedule 1.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to writing or written includes faxes and e-mail.
- 1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that being done.
- 1.8 References to clauses and schedules are to the clauses and schedules to this Agreement.

2. COMMENCEMENT AND DURATION

- 2.1 The Accountable Body shall provide the Services on the terms and conditions set out in this Agreement.
- 2.2 The Accountable Body shall provide the Services from the date of this Agreement.
- 2.3 The Accountable Body will continue to provide the Services until the earlier of the following;
- 2.3.1 this Agreement is terminated under Clause 9; or
- 2.3.2 all Local Growth Fund money is spent, defrayed or otherwise used in accordance with its intended purpose and Government no longer requires that the Accountable Body acts as Accountable Body in respect of the Local Growth Fund.

3. ACCOUNTABLE BODY'S OBLIGATIONS

- 3.1 Subject to C2C complying with Clause 4.1 and all obligations set out in the Assurance Framework the Accountable Body shall use its reasonable endeavours to provide the Services to C2C in accordance with Schedule 2.

- 3.2 The Accountable Body shall use its reasonable endeavours to meet any dates for performance agreed between the parties.
- 3.3 The Accountable Body shall be liable to pay to C2C, on demand, all reasonable costs, charges or losses sustained or incurred by C2C (including any direct loss or damage to property, those arising from injury to or death of any person and those arising out of or in connection with any claim made against C2C by a third party) that arise directly from the Accountable Body's fraud, negligence or failure to perform any of its obligations under this Agreement. The Accountable Body shall not be responsible for any loss or damage, injury, cost or expense to C2C if and to the extent that it is caused by the negligence or wilful misconduct of C2C or by breach of C2C of its obligations under this Agreement.
- 3.4 Both parties will exchange in a timely manner all information provided to or received from Government about the Local Growth Fund which will help in the discharge of their functions and obligations under this agreement. Neither party will withhold such information

4. C2C'S OBLIGATIONS

- 4.1 C2C shall use its reasonable endeavours to:
- 4.1.1 Co-operate with the Accountable Body in all matters relating to the Service and the Local Growth Fund;
 - 4.1.2 Provide, for the Accountable Body, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to C2C's premises, office accommodation, data and other facilities as required by the Accountable Body or any of them;
 - 4.1.3 Permit the Accountable Body's section 151 Officer and/or Monitoring Officer, and/or any person nominated by them, to attend any C2C meeting (whether a Board meeting, executive committee, sub-committee or any other occasion where the Local Growth Fund or other fund for which the Accountable Body is the accountable body for is discussed
 - 4.1.4 ensure that those representatives of the Accountable Body referred to in Clause 4.1.3 above are permitted un-fettered and un-restricted access to all meetings (whether a Board meeting, executive committee, sub-committee or any other occasion where the Local Growth Fund or any other fund for which the Accountable Body is the accountable body for is discussed) of any body to which C2C has delegated or transferred any functions connected with the use of the Local Growth Fund (including analysis of business cases and decision making). For the avoidance of doubt and without limitation, this provision shall apply to a Local Transport Body;
 - 4.1.5 Provide to the Accountable Body in a timely manner, such Relevant Material and other information as the Accountable Body, Government or any other interested party may require, and that ensure that the Relevant Material is complete, accurate and not misleading;
 - 4.1.6 Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, in all cases before the date on which the Services are due to start; and
 - 4.1.7 Comply with the obligations set out in Schedule 3.
- 4.2 If the Accountable Body's performance of its obligations under this Agreement is prevented or delayed by any act or omission of C2C, its agents, subcontractors, consultants or employees, the Accountable Body shall not be liable for any costs, charges, or losses sustained or incurred by C2C that arise directly or indirectly from such prevention or delay.
- 4.3 C2C shall be liable to pay the Accountable Body, on demand, all reasonable costs, charges or losses sustained or incurred by the Accountable Body (including any direct loss or damage to property, those arising from injury or death of any person and those arising out of or in connection with any claim made against the Accountable Body by a third party) that arise directly from C2C's fraud, negligence, failure to

perform or delay in the performance of any of its obligations under this agreement. C2C shall not be responsible for any loss or damage, injury, cost or expense to the Accountable Body if and to the extent that it is caused by the negligence or wilful misconduct of the Accountable Body or by breach of the Accountable Body of its obligations under this Agreement.

- 4.4 Both parties will exchange in a timely manner all information provided to or received from Government about the Local Growth Fund which will help in the discharge of their functions and obligations under this agreement. Neither party will withhold such information.

5. CHARGES AND INTEREST

- 5.1 The Accountable Body shall manage the Local Growth Fund in accordance with the principles it applies to its own existing treasury arrangements. Should the Local Growth Fund accrue interest while in the Accountable Body's bank accounts the interest accrued will be shared between the Accountable Body and C2C in accordance with Clauses 5.2 and 5.4 below.
- 5.2 An amount to be agreed at the annual review meeting will be paid to the Accountable Body to cover the Accountable Body's full costs of providing the Accountable Body function ("Agreed Costs").
- 5.3 If the value of interest accrued in respect of the Funding and held by the Accountable Body during any period is equal to or greater than the Agreed Costs, the Accountable Body shall be entitled to deduct from the interest it holds an amount equal to the Agreed Costs.
- 5.4 Any remaining interest not paid to the Accountable Body under Clause 5.3 above will be paid to C2C.
- 5.5 If the value of the interest accrued in respect of the Funding and held by the Accountable Body during any period is less than the value of the Agreed Charges, the Accountable Body shall be entitled to keep the full value of the interest it holds by way of a partial payment towards the Agreed Costs and C2C shall make a payment to the Accountable Body in respect of the balance of the Agreed Costs owed to the Accountable Body.

6. DATA PROTECTION AND FREEDOM OF INFORMATION

- 6.1 Each party acknowledges that the other is subject to Data Protection Legislation and each party shall comply with its obligations under the same.
- 6.2 Neither party shall, by act or omission, put the other in breach of its obligations under the Data Protection Legislation.
- 6.3 The Accountable Body is, and C2C may be, subject to the Information Laws. Where a request under the Information Laws is received by either party it shall:
- 6.3.1 Notify the other party of the request as soon as practicably possible and in any event within two (2) Working Days of receiving the request for information; and
- 6.3.2 Provide the other party with a copy of all information in its possession or power in the form that the other requires within five (5) Working Days (or such other reasonable period as requested by either party); and
- 6.3.3 Provide all necessary assistance as reasonably requested by the other party to enable a full response to be prepared to the request for information which is compliant with the Information Laws and within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 and Regulation 5 of the Environmental Information Regulations 2004.
- 6.4 In the event of a request for information being received by either party, C2C acknowledges that the Accountable Body shall be responsible for determining at its absolute discretion whether the information:
- 6.4.1 is exempt from disclosure in accordance with the provisions of the Information Laws; or

6.4.2 is to be disclosed.

6.5 Neither party shall, by act or omission, put the other in breach of its obligations under the Information Laws.

7. CONFIDENTIALITY

- 7.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by Clause 7.2.
- 7.2 Each party may disclose such information;
- 7.2.1 to its employees, officers, representatives, advisors, agents or subcontractors who need to know such information for the purposes of carrying out its obligations under this Agreement; and/or
- 7.2.2 as may be required by law, court order or any governmental or regulatory authority from time to time.
- 7.3 Each party shall ensure that its employees, officers, representatives, advisors, agents or subcontractors to whom it discloses such information comply with this Clause 7.
- 7.4 Neither party shall use any such information for any purpose other than to perform its obligations under this Agreement.
- 7.5 All materials and data supplied by one party to another party to this Agreement shall at all times be and remain the exclusive property of the supplying party, but shall be held by the receiving party in safe custody at its own risk and maintained and kept in good condition by the receiving party until returned to the supplying party, and shall not be disposed of or used other than in accordance with the supplying party's written instructions or authorisation.

8. LIMITATION OF LIABILITY

- 8.1 Clauses 8.1 and 8.2 set out the entire financial liability of the Accountable Body (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to C2C in respect of:
- 8.1.1 any breach of this Agreement howsoever arising;
- 8.1.2 the provision of and/or use made by C2C of the Services or any part of them; and/or
- 8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 8.2 The Accountable Body's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to fifty per cent (50%) of the total aggregate amount paid to the Accountable Body by C2C pursuant to Clause 5 (Charges and Interest) during the financial year in which the liability which is the subject of such claim arose.
- 8.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.4 Nothing in this Agreement limits or excludes the liability of the Accountable Body or C2C for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.

- 8.5 Subject to Clauses 8.2 and 8.3, neither party shall under any circumstances whatsoever be liable to the other for:
- 8.5.1 loss of profits; or
 - 8.5.2 loss of business;
 - 8.5.3 depletion of goodwill and/or similar losses;
 - 8.5.4 loss of anticipated savings;
 - 8.5.5 loss of goods;
 - 8.5.6 loss of contract;
 - 8.5.7 loss of use;
 - 8.5.8 loss or corruption of data or information; or
 - 8.5.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9. TERMINATION

- 9.1 This Agreement shall continue in full force unless and until terminated:
- 9.1.1 by either party giving to the other not less than three (3) months' prior written notice;
 - 9.1.2 on the date on which the Accountable Body ceases to be the Accountable Body on behalf of C2C for the Local Growth Fund because the parties jointly agree that there is no further requirement for the provision of the Services;
 - 9.1.3 by a determination is made by a court of law, or Government which results in the cessation of the Accountable Body's role as an accountable body;
 - 9.1.4 the termination provisions of Clause 11 have come into effect and either party has exercised their right to termination thereunder; or
 - 9.1.5 a notice is served under Clause 21.6 in respect of a Prohibited Act.

10. AUDIT

- 10.1 Both parties shall keep and maintain until six (6) years after expiry or termination of this Agreement (or such other period as may be agreed between the parties) full and accurate records of this Agreement and the Services provided under it. Both parties shall on request afford the other party or its representatives such access to those records as may be required in connection with this Agreement.
- 10.2 Without prejudice to the generality of Clause 11.1, C2C shall allow the Accountable Body's internal or external auditors prompt access to all such documents, books and records as they may require.

11. FORCE MAJEURE

- 11.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for

three (3) months, the party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the other party.

12. VARIATION

12. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13. ASSISTANCE WITH LEGAL PROCEEDINGS

13.1 Where requested by the Accountable Body, C2C shall give all reasonable assistance and co-operation and provide to the Accountable Body all relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Accountable Body may become involved or any relevant disciplinary hearing internal to the Accountable Body or any inquiry by the Local Government ombudsman or any other Government Department, arising out of the provision of the Service.

13.2 Where C2C becomes aware of any incident, accident or other matter which may lead to a complaint about the administration or handling of the Local Growth Fund or any other part of the Service or a claim or legal proceedings in respect of the provision or failure to provide the Service, it shall notify the Accountable Body by telephone and in writing as soon as practicable and in any event within 48 hours of becoming aware of the same. Such written notification shall include all relevant information necessary to enable the Accountable Body to investigate the matter fully.

13.3 Such information provided or assistance rendered pursuant to the obligations in this clause 13, in whatever form, shall be made available at no additional cost to the Accountable Body.

14. WAIVER

14.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

14.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

15. SEVERENCE

15.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

16. ENTIRE AGREEMENT

16.1 This Agreement and the Funding Agreement together constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement and the Funding Agreement.

16.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

16.3 Nothing in this Clause shall limit or exclude any liability for fraud.

17. ASSIGNMENT

17.1 Subject to Clause 17.2, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other party.

17.2 The Accountable Body shall be entitled to novate this Agreement to any other body which substantially performs any of the functions that previously had been performed by the Accountable Body.

18. NO PARTNERSHIP OR AGENCY

18.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. RIGHTS OF THIRD PARTIES

19.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

20. NOTICES

20.1 Any demand, notice, or other communication required to be given under the Contract shall, unless expressly stated otherwise, be in writing and shall be treated as validly served if sent to either party at the address set out in this Agreement and:

20.1.1 served personally on the addressee; or

20.1.2 sent by pre-paid first-class post.

20.1.3 by e-mail to the Accountable Body's Representative or Coast to Capital's Representative

20.2 Any notice that complies with clause 20.1 shall be deemed to have been received by the addressee when delivered:

20.2.1 personally, on the date of delivery; or

20.2.2 in the case of delivery by post, on the third Working Day after the date of posting.

21. PREVENTION OF BRIBERY

21.1 Each party acknowledges that the other is subject to the Bribery Act and both parties will comply with their obligations under the same.

21.2 Neither party shall, by act or omission, put the other in breach of the Bribery Act.

21.3 Each party shall not, and shall procure that its personnel shall not, in connection with this Agreement commit a Prohibited Act.

21.4 Each party warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by it, or of any agreement having been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing before execution of this Agreement.

21.5 If any breach of this Clause 21 is suspected or known, the relevant party must notify the other immediately.

21.6 Either party may terminate this Agreement by written notice with immediate effect if a breach of this Clause 21 has occurred.

21.7 Any notice of termination under Clause 21.6 must specify:

21.7.1 the nature of the Prohibited Act;

21.7.2 the identity of the party whom the relevant party issuing the notice believes has committed the Prohibited Act; and

21.7.3 the date on which the Agreement will terminate.

21.8 Any termination under Clause 21.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrued to the party terminating the Agreement.

22. DISPUTE RESOLUTION

22.1 In the event of any differences or disputes between the parties to this Agreement with respect to any matter or thing arising out of or relating to the Agreement, such matter shall, in the first instance be discussed at officer level. If agreement cannot be reached within fourteen (14) days, the matter shall be escalated to a senior level of both parties (representative of director level or above) and the parties shall work in good faith to resolve the matter.

23. GOVERNING LAW AND JURISDICTION

23.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been executed as a deed and delivered and takes effect on the date stated at the beginning of it

Executed as a Deed by COAST TO CAPITAL
acting by a Director, in the presence of:

.....
Director

.....
Print Name

.....
Witness

.....
Address of Witness

.....
Occupation

The Common Seal of WEST SUSSEX COUNTY COUNCIL
was hereunto authorised in the presence of:

.....
Authorised Officer

SCHEDULE 1 – DEFINITIONS

In accordance with clause 1.1, in this Contact the following words shall have the meanings set out below:

“Accountable Body”	Means the role of being accountable for the administration of the Funding as requested by Government and on the terms set out in this Agreement and the Assurance Framework
Accountable Body’s Representative	Means the Council’s S151 Officer from time to time. Currently Peter Lewis (Executive Director of Corporate Resources and Services)
“Agreed Costs”	As defined in Clause 5.2
“Agreement”	Means this Agreement and all schedules hereto
“Assurance Framework”	As set out in Schedule 4
“Board”	The board of the Coast to Capital Local Enterprise Partnership as constituted from time to time
“ Bribery Act”	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Coast to Capital’s Representative	Means Ron Crank, Chief Executive E: ron.crank@coast2capital.org.uk T: 01403 833847
“Data Protection Legislation”	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
“Delivery Body”	Means a body awarded a grant by C2C and delivering a project (or carrying out work or services) for the benefit for the C2C area
“Funding Agreement”	As set out in Schedule 5
“Funding Request Form”	Form Annex 1 attached to Schedule 2
“Government”	Means Her Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland
“Information Laws”	the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Act 1998 and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
“Local Growth Fund”	A Government grant fund administered by the Department for Business, Innovation and Skills to be used for projects that benefit the local area and economy.
“Monitoring Officer”	The monitoring officer of the Accountable Body, currently the Director of Law and Assurance
“ Prohibited Act”	means: <ul style="list-style-type: none"> • directly or indirectly offering, promising or giving any person working for or engaged by the Accountable Body a financial or other advantage to: <ul style="list-style-type: none"> induce that person improperly a relevant function or activity; or reward that person for improper performance of a relevant function or activity; • directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an

	<p>inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <ul style="list-style-type: none"> • committing any offence:- • under the Bribery Act; • under legislation creating offences concerning fraudulent acts; • at common law concerning fraudulent acts relating to his Agreement or any other contract with the Accountable Body; or • defrauding, attempting to defraud or conspiring to defraud the Accountable Body; or <p>committing an offence under Sub-section (2) of Section 117 of the Local Government Act 1972</p>
"Relevant Material"	Means all documents, information and materials to be provided by C2C relating to the Services
"S151 Officer"	The Section 151 officer of the Accountable Body, currently the Executive Director Corporate Resources and Services
"Services"	Means all activities involved in providing the Accountable Body role
"Working Days"	Monday to Friday, excluding any public holidays in England and Wales
" Working Hours"	09:00 to 17:00 on Working Days

SCHEDULE 2 – ACCOUNTABLE BODY’S OBLIGATIONS

In providing the Services the Accountable Body will have due consideration of all Government issued guidance and recommendations for best practice. Particular attention has been given to the Department for Business Innovation and Skills publication “LEP Assurance Framework – December 2014” in preparing this Agreement and approving the Assurance Framework.

The Services provided by the Accountable Body cover a broad range of areas including financial administration, monitoring responsibilities and legal assistance.

The Accountable Body shall:

Financial Administration of the Local Growth Fund;

1. Receive the Local Growth Fund monies via a Section 31 Grant from Government and hold the monies in its own accounts and in accordance with all applicable laws, regulations and accounting standards;
2. Provide quarterly updates to C2C setting out and accounting for all monies held, all grants awarded and any variance;
3. On receipt of a satisfactory Funding Request Form the Accountable Body will use all reasonable endeavours to enter into a tripartite Funding Agreement with Coast to Capital and the relevant Delivery Body;
4. Take the appropriate action necessary to recover money from a Delivery Body by way of ‘claw-back’ provisions within the Funding Agreement or separate legal proceedings where required.

Monitoring obligations of the Accountable Body;

1. Monitor all actions of C2C in its administration of the Local Growth Fund allocation;
2. Allocate sufficient resources to ensure sufficient monitoring of C2C including but not limited to attendance at meetings, review of publications and strategies as well as ensuring C2C have adequate governance and working practices in place to ensure appropriate use of the Local Growth Fund;
3. As Accountable Body the Accountable Body have a duty to scrutinise and challenge any action of C2C where the Accountable Body does not believe that action is in the best interest of the Local Growth Fund, not in compliance with Government expectations, or non-compliant with the Assurance Framework;
4. Attend an annual meeting arranged by C2C;

General Obligations of the Accountable Body;

1. Carry out regular reviews and checks to ensure C2C’s compliance with the terms of this Agreement;
2. Carry out regular reviews and checks to ensure C2C’s compliance with the Assurance Framework;
3. Carry out regular reviews and checks to ensure C2C’s compliance with any Funding Agreement.
4. Act in good faith at all times

Annex 1
(Funding Request Form)

This should be the pro-forma sent to Finance with the relevant approval from C2C, it should not only confirm the expected checks have been carried out, but also include the details to use in Schedules 1-3 of the Funding Agreement

SCHEDULE 3 – C2C’S OBLIGATIONS

C2C shall:

1. Comply with the Assurance Framework at all times;
2. Comply with all obligations under the Funding Agreement;
3. Comply with all obligations under this Agreement;
4. Arrange an annual review meeting with the Accountable Body to discuss the working arrangements and review the performance of both parties under this Agreement, the Assurance Framework and under any applicable Funding Agreement;
5. Act in good faith at all times and assist the Accountable Body is carrying out the Services;
6. To provide the Accountable Body with a copy of all records produced or received in connection with the Local Growth Fund or any other fund that the Accountable Body is accountable body for, including but not limited to records relating to, virements (considerations, justifications and decisions) and business cases to be considered by appraisal bodies delegated by the C2C Board.
7. Ensure that advance papers in connection with meetings are sent to the Accountable Body in a timely manner to allow the Accountable Body time to review and offer comment prior to general dispatch or public release.
8. Work to involve the Accountable Body at all stages of consideration in connection with the Local Growth Fund (and any other fund for which the Accountable Body is accountable body for) to identify issues early and ensure smooth passage of an application from initial receipt by C2C to the final funding decision.

SCHEDULE 4 – ASSURANCE FRAMEWORK

SCHEDULE 5 – TEMPLATE FUNDING AGREEMENT

Appendix 8: Spatial Priorities and Infrastructure - Ten Point Plan

Agreed LEP action	What needs to be done	Who is involved
1. Be ready for Gatwick whether yes or no [and possibly an expanded Heathrow]	<ul style="list-style-type: none"> - Coast to Capital response to consultation - Agreed response listing what infrastructure and other support needs to be in place ready for the day of the Davies announcement - Agreed MOU in place - Revised SEP within 3 months of announcement 	<ul style="list-style-type: none"> - IR/MH drafting Coast to Capital response - IP to work with officers and APs, Croydon and GAL to work up the MOU and agreed approach - Gather business input - Coast to Capital Board to sign off consultation response - Leaders/Members in Jan/Feb - Joint Committee to endorse
2. Coast to Capital to respond to Network Rail route strategy consultations	<ul style="list-style-type: none"> - Prepare draft responses to Sussex and Wessex studies - Get partner input and agreement 	<ul style="list-style-type: none"> - IR to draft with LA/AP input for next Infrastructure Committee - Need to submit in February
3. Agreed whole LEP infrastructure Plan	<ul style="list-style-type: none"> - Bring together exiting activities and strategies - Draft new Infrastructure Plan covering: <ul style="list-style-type: none"> o Transport (road, rail, other) o Flood (sea, river, fluvial) o Water (supply, waste) o Power o Digital o Waste? - Be ready to respond to the London Plans 	<ul style="list-style-type: none"> - Board away day - IP/MH/IR to agree scope & project plan - APs, GBEB and T&F Group to bring into play all existing plans - Gather business input - Spec to be issued for external support and contributions agreed - Drafts to Infrastructure Committee - Agreed by Coast to Capital Board and Joint Committee in summer, post-Davies, pre SEP2.
4. Agree Mega Infrastructure Projects and promote	<ul style="list-style-type: none"> - Gather key project ideas/proposals with timelines and costings - Get it down to small number of Mega projects - Infrastructure Committee, Coast to Capital Board and Joint Committee - Develop comms. and lobbying materials - Launch followed by ongoing campaign 	<ul style="list-style-type: none"> - IP/MH to prepare shortlist after Bd. event, Gatwick and Infrastructure Plans have produced their output - Consult with neighbouring LEPs - To Coast to Capital Board and Joint Committee in March - Launch ready for new Government in May/June
5. Coast to Capital LEP as a neutral focal point for debate for collaborative planning issues	<ul style="list-style-type: none"> - Offer up further meetings – 6 monthly? - Take forward specific enabling actions via senior planners group and APs - Housing debate to be moved forward - Respond to London plans 	<ul style="list-style-type: none"> - IP/KR to discuss with Senior Planning Group - APs to debate
6. Common evidence base	<ul style="list-style-type: none"> - LAs to agree to pool evidence - LAs to agree how to build consistent future evidence base 	<ul style="list-style-type: none"> - IP to discuss with APs and T&F Group

	including where necessary common analytical frameworks	
7. Shared resources for planning and business cases	<ul style="list-style-type: none"> - LAs identify what resources could be shared - Spec. for collaboration to be developed - Break down silos between eco. dev. staff and planners 	<ul style="list-style-type: none"> - RC/IP Discuss with County/AP CEOs groupings
8. Coast to Capital to make the case to Government and others for investment/get funding	<ul style="list-style-type: none"> - SEP v2 to reflect new priorities and MEGA projects - Create Coast to Capital Infrastructure and Investment Fund drawing in public, EU & private funding and using new financial instruments 	<ul style="list-style-type: none"> - IP to lead on SEP v2 - PC working on proposals for post-GPF fund - LGF being sought for new fund
9. Coast to Capital to drive communications making the case for growth & investment	<ul style="list-style-type: none"> - External comms plan required - Adopt "Northern Cities" approach 	<ul style="list-style-type: none"> - JR responding after Board strategy event
10. Coast to Capital to drive business engagement in growth agenda including infrastructure and spatial planning	<ul style="list-style-type: none"> - Create more opportunities for business to comment - Boost social media presence on these issues 	<ul style="list-style-type: none"> - MH/JR to consider new opportunities

Appendix 9: Template used for gathering information on potential projects

Strategic Economic Plan – Intervention Programme

The Strategic Economic Plan sets out the ambitions for economic growth of the Coast to Capital area, along with a range of investments and proposals for realising these ambitions, the shape of the proposed **Growth Deal** with Government and the **Local Growth Fund** investment that will be sought.

The draft plan sets out proposals for a six year programme of private and public sector investment of around £5 billion, which will create 42,000 new jobs, 28,000 homes and 445,000 sq metres of employment space. Government are being invited to invest around £550m of Local Growth Fund to support the programme. The draft SEP can be found [here](#).

A list of all the projects, investments, schemes and programmes included in the SEP for each area has now been finalised and agreed.

Detailed information now needs to be pulled together for each project/intervention on the agreed list such that it can be included within a draft Intervention Programme, which will be submitted to Government as part of the Strategic Economic Plan by end March 2014.

Please complete the following information for each project*. All projects should have the “two tests” applied to them by 14th February. Then, for those that pass BOTH tests, project information forms should be completed as soon as possible, but by 5th March at the latest.

Please see guidance at the end of this template for the Tests and the information form.

Project Name:

Project Lead/Contact:

Key Tests

Test 1: Can this project be started in the six year period from April 2015 to March 2021.

Test 2: Can you credibly show how this project will deliver directly (or indirectly with a credible link) jobs, additional housing and/or hectares/sqm of employment space.

If you have answered ‘Yes’ to both questions, please also complete the a Project Information form (attached)
For those projects where the answer is ‘No’ to one or both questions, the project may still be referenced in the SEP as strategically important, but it will not form part of the first round Intervention Plan.

**C2C Strategic Economic Plan: Intervention Programme
Project Information Sheet**

1. Project Description

2. Proposed Intervention/Investment

3. Costs

4. Outputs

5. Additionality

6. Match funding & leverage

7. Timescales

8. Dependencies

9. Evidence

10. Options considered

Notes:

***Project:** Please complete one form per **Project** (i.e. the activity/set of activities that will deliver the outputs) – a single project may have a series of proposed interventions/investments.

Test 1: The level of certainty must be high – well over 51%. If the answer is no – then it comes out of the LGF and Growth Deal proposal, but it might still be strategically important and remain in the SEP narrative.

Test 2: This should be housing, jobs, employment space that **would not happen** in the absence of the intervention. Other benefits and impacts are of interest, but only after one of these three have been satisfied.

Project Information Sheet

- 1. Project Description:** provide an outline description of the project's aims and objectives, including link to SEP priorities. Include information about the barriers
- 2. Proposed Intervention/Investment:** provide details about the 'ask' highlighting any related/dependent projects (i.e. one 'intervention' may relate to more than one project).
- 3. Costs:** include information about the cost of project as a whole and also anticipated costs associated with the proposed interventions/investments if applicable. Costs must be 'firmed up' wherever possible, particularly for those projects which are due to start within the first three years. Where possible, please complete the table in Annex 1.
- 4. Outputs:** provide quantified information about the impact in terms of jobs, additional housing, amount of employment space/land, plus a summary of other direct or indirect impacts/benefits. Set out clearly the outputs associated with both the intervention/investment and the wider project as a whole. **You must show how the project will lead directly or indirectly to the outputs.**
- 5. Additionality:** outline what the Local Growth Fund/Strategic Economic Plan would unlock which would not have happened in its absence.
- 6. Match funding & leverage:** outline who else is investing in the project – both public and private sector. Provide named organisations for those projects proposed for the early part of the programme, along with specified amounts of money. Please make clear the source of any proposed funding. If it is through developer contributions, please show 106 and CIL separately.

Be clear about the "zoom level" – ie the flood defences at Shoreham are part of a wider harbour and airport project – that is the right zoom level, so the investment in housing which is unlocked by the flood defences counts as leverage, not just the cost of the civil engineering of the defences themselves.

For the revenue projects like business support or business finance, 'people' costs and similar are acceptable as long as they are dedicated to that project and have a clear costs to some organisation. General staffing will not be sufficient. So, for example, a person employed to deliver supply chain benefits in the Sussex Energy Saving Programme clearly has a cost to someone and should be treated as match funding.

Government are looking for a ratio 1:5 and above (preferably closer to 1:10) but this needs to be judge at the right zoom level and at least in the main, relate to specific projects. It is not anticipated that a "whole SEP" leverage figure will be acceptable.

- 7. Dates:** outline when this project will start, how long it is expected to take and what the key milestones are. For those projects that are expected to start in the first three years, a more detailed programme is required.
- 8. Dependencies:** please explain if this project is related to and/or dependent on other things happening/being started/being completed.
- 9. Evidence:** please provide an outline of what evidence you have to support the need for this project and/or for the impact it will have. This might include Transport Plans, feasibility studies, local plan evidence, strategic studies, Strategic land assessments, route based studies, option analysis, research reports, customer/citizen/business surveys, evaluation studies, national evidence. Where possible, please provide links to key documents.
- 10. Options:** outline what other options were considered and explain why this option was chosen.

Annex 1: Spending & Funding Profile

Project Spend and Funding Profile	2015/16 £	2016/17 £	2017/18 £	2018/2019 £	2019/2020 £	2020/2021 £	Beyond	Total £
Intervention/Investment cost (Local Growth Fund)								
Local Authority Contributions								
Other Public Sector Contributions								
Private Sector Contributions								
Total Project Cost								

Notes:

- Where a project is dependent on more than one SEP Intervention/Investment, please add a line for each one in the above table.
- Add a line in the above table for each separate funding contribution and clearly identify the source

Appendix 10: Local Transport Body Assurance Framework as agreed with Department for Transport 2014 (subject to review and agreement of changes in May 2016)

Membership

1. The primary functions of the Coast to Capital Transport Body (the LTB) shall be exercised through its Board which will be supported by working groups (as required) and a standing annual conference.

2. The membership of the Board will consist of:

- Brighton & Hove City Council;
- Coast to Capital LEP;
- Surrey County Council;
- West Sussex County Council;

- London Borough of Croydon
- East Sussex County Council (for Lewes District transport interests)

Observers:

- The Highways Agency;
- Network Rail.

London Borough of Croydon and East Sussex County Council will participate in full in strategic discussions and decisions, but will not be eligible to vote in decisions about allocation of funding which the board of the LTB has decided is open only to Brighton and Hove City Council, Surrey County Council and West Sussex County Council.

The Accountable Body - West Sussex County Council - will attend every meeting of the LTB.

Funding for Croydon transport projects will come via Transport for London.

3. The Board will be supported through a standing conference which will include the board members plus:

- Representatives of district and borough councils;
- Transport for London;
- South Downs National Park Authority;
- Sussex Enterprise;
- Gatwick Diamond Initiative;
- Gatwick Diamond Business Association
- Surrey Connects;
- Chambers of Commerce
- Confederation of British Industry
- Institute of Directors
- Federation of Small Businesses
- Coastal West Sussex Partnership;
- West Sussex Rural Partnership;
- Surrey Collaborative Rural Economic Forum
- Sustrans
- Transport operators;
- Gatwick Airport Ltd;
- neighbouring LEPs and LTBs; and
- Other organisations as appropriate.

4. Local authority representatives on the Board must be senior or nominated elected members or their deputies. Deputies may be officers or elected members.

5. Membership is to be reviewed at least every two years or when there is a request for a new member. District and borough councils and promoting organisations have an automatic right to attend for discussions about a scheme in their area. Guest organisations can be invited when a relevant topic is being discussed.

6. The quorum of the Local Transport Body shall be a minimum of three members who are eligible to vote on each item. The voting members of the LTB are the Board – each has one vote. Decisions can only be reached by a majority of Board members. The Chairman does not have a casting vote. The London Borough of Croydon and East Sussex County Council will not be eligible to vote in decisions about allocation of funding which the board of the LTB has decided is open only to Brighton and Hove City Council, Surrey County Council and West Sussex County Council.

Conflicts of interest

7. Board members are expected to abide by the ‘Nolan principles’.

- selflessness
- integrity
- objectivity
- accountability
- openness
- honesty
- leadership

8. Conflicts of interest will be managed by the respective processes for the Coast to Capital LEP or local authority. A local authority representative may speak and vote on issues that are of interest to his/her local authority, but may not speak or vote on issues where they have a personal and prejudicial interest. Alternative local authority representatives may be used in such cases.

9. Local authority representatives will abide by both the code of conduct for the LEP and their own authority's standards and codes of conduct.

10. Representatives will use their best endeavours to represent the area as a whole and not according to the sectoral or geographical interests of their member organisations.

11. The LTB will maintain a clear policy on gifts and hospitality, which is consistent both with Coast to Capital LEP policies and each local authority's policies (to be found on each organisation's website). An elected member receiving a gift or hospitality as part of his/her LTB activity will register it both on the LTB register and also on their host organisation's register. The register will be maintained by Coast to Capital LEP in the administrative role supporting the Board.

12. All gifts, gratuities, facilities, entertainment, tickets to events, meals and benefits in kind from whatever source given or received by Board members or their family in connection with a relationship formed through LTB business will be recorded on the register unless the actual or estimated value is negligible (less than £10).

13. A register of interests will be maintained by the LTB and published on the LTB section of the Coast to Capital website and Board members will be asked to declare any personal and prejudicial interests at Board meetings through the “Declaration of Interests” agenda item.

Governance

14. The LTB is a formal partnership, the status of which may be amended with the agreement of all Board members.

15. The accountable body for the Coast to Capital Transport Body will be West Sussex County Council.

16. The responsibilities of the Accountable Body are as set out national guidance and are

- i. To ensure that decisions and activities of the LEP conform with legal requirements with regard to equalities, social value, environment, State Aid, procurement etc;
- ii. To ensure that funds are used appropriately;
- iii. To ensure that the LEP's Local Assurance Framework is adhered to;
- iv. To maintain the official record of LEP proceedings and holding copies of all relevant LEP documents relating to LGF funding;
- v. To be responsible for the decisions of the LEP in approving projects (for example if they were subject to legal challenge)
- vi. To ensure that there are arrangements for local audit of funding allocated to the LEP at least equivalent to those in place for local authority spend.
- vii. To ensure that the use of resources are subject to the usual local authority checks and balances – including financial duties and rules which require councils to act prudently in spending which are overseen by the Responsible Chief Finance Officer – the s151 Officer.

17. In relation to ensuring appropriate use of funds set out at item ii) above, it is necessary to ensure compliance with the Local Growth Fund grant funding conditions and the LEP and Accountable Body must ensure that the following conditions are satisfied:

i) The funding for the Growth Deal is provided as capital grant under section 31 of the Local Government Act 2003 and therefore can only be used for capital purposes.

ii) The funding must be applied in respect of expenditure incurred during the financial year for which it is awarded (ie for Growth Deal 1 the period 1 April 2015 to 31 March 2021).

iii) All funding paid pursuant to the Growth Deal, irrespective of whether paid by DCLG or DfT will fulfil the following requirements:

a) It will be used to support the Growth Deal agreed between the Government and the LEP and will be used to secure the outcomes set out in the Growth Deal.

b) It will be deployed solely in accordance with decisions made through a local assurance framework agreed between the LEP and WSCC as the Accountable Body. This framework must be consistent with the standards set out in the national assurance framework. In the case of specific schemes which are still subject to business case sign off by DfT, the DfT business case sign-off process may mean that the local assurance framework process is not required in full. This will be agreed on a scheme by scheme basis.

c) That the LTB and/or LEP will track progress against agreed core metrics and outcomes, in line with the national monitoring and evaluation framework.

19. The operation of the Board and Annual Conference will be governed by Terms of Reference which will be agreed and signed by all members of the Board.

20. Legal responsibility for decisions made by the Board of Coast to Capital shall rest with the accountable body, subject to any risk and cost-sharing agreement agreed between the Board members.

21. An independent audit will be carried out annually and submitted to the Board, Coast to Capital LEP Board and the DfT.

The role of the LTB

22. The role of the LTB shall be to:

- advise the Coast to Capital Board and its nominated committees about the policy and other objectives that transport schemes should meet;
- invite local authorities and others to propose schemes that meet those objectives;
- recommend a prioritised list of transport schemes for delivery within the available budget;
- make final decisions on allocation of funding to projects where this has been delegated to the LTB by the Coast to Capital Board
- make recommendations to the Coast to Capital Board for transport priorities in the London Borough of Croydon for support and funding by Transport for London
- ensure that the successful schemes meet the stated policy objectives and offer good value for money;
- make recommendations on individual scheme approvals, investment decision-making and the release of funding, including scrutiny of individual business cases;
- monitor progress of scheme delivery and spend;
- actively manage the devolved budget and programme to respond to various circumstances e.g changes proposed by the DfT or alterations to spending profiles within the scope of the authority delegated by the Coast to Capital Board
- report progress regularly to the Board of Coast Capital, member organisations, the DfT and other stakeholders;
- maintain awareness of central Government initiatives and processes which are pertinent to its role;
- regularly review its operation to ensure that it remains fit for purpose;
- provide broad support to transport projects and initiatives being delivered by member organisations; and
- carry out any other relevant functions as required by its member organisations (and if agreed by the Board).

23.

Resources and operating costs

24. As part of the proposed freedoms and flexibilities in the Strategic Economic Plan, Coast to Capital LEP has asked for revenue funding in order to meet the costs operating the Local Transport Body.

25. If revenue funding is not provided, the costs of operating the LTB will be met by a management fee levied by Coast to Capital on scheme proposers. The LTB will agree the schedule of fees on an annual basis and will approve a budget for each financial year. The LTB will receive reports from Coast to Capital on how the budget has been spent. The LTB will set the annual budget to ensure that there are sufficient resources to operate the LTB according to this assurance framework. Independent audit of the use of the fees collected by Coast to Capital will be provided by the external auditors used Coast to Capital as part of the annual audit process.

26. Where appropriate and by agreement between the members, member organisations may provide resources and services in kind to support the work and activities of the LTB.

Meetings

27. The LTB will define its own schedule of meetings according to need. Meetings may be either held in public or in private, depending on the subject matter under consideration.

28. Decisions on the recommended **relative** prioritisation of individual schemes, and final funding allocations must be held in a public meeting. The intention to hold the meeting should be advertised one month in advance. Papers should be available two weeks in advance of the meeting.

29. The Board may agree to amend these deadlines in exceptional circumstances – for example, if there is a need to withdraw funding from a scheme or to approve funding to meet a short deadline imposed by the Government. The reason for amendment of the deadlines will be endorsed by the LTB and noted in the minutes of the meeting.

30. A standing conference will be convened annually in the autumn to help determine strategic direction for the year ahead and to discuss the LTB with key stakeholders. Arrangements for the standing conference will broadly follow the same protocols as Board meetings (outlined above).

Publicity and information

31. Subject to decisions around commercial and other types of confidentiality, the LTB will publish via a dedicated section of the Coast to Capital website (or provide suitable links to):

- meeting papers and minutes;
- scheme business cases and evaluation reports;
- funding decision letters;
- regular programme updates;
- the rationale behind funding decisions and other key decisions; and
- scheme evaluation reports.

32. Scheme promoters will be expected to undertake consultation prior to funding decisions and present key findings from the consultation to the Board when funding recommendation decisions are made.

33. Members of the public and other stakeholders will be given guidance on how they can provide input to the decision-making process. A guide will be published on the LTB webpage explaining how to get involved. Papers relating to funding decisions will refer to comments received from the public and stakeholders.

34. The LTB will also make arrangements for allowing parties with an interest to speak at public meetings.

35. The LTB will adhere to the Local Government Transparency Code. (see www.gov.uk/government/publications/local-government-transparency-code-2014)

36. The LTB will publish a statement of its approach when making major investment recommendations.

37. Freedom of Information (FOI) and Environmental Information Regulations (EIR) requests will be dealt with in accordance with relevant legislation which will be considered to apply to the LTB. Where the information requested relates to a specific scheme, this will be handled by the scheme promoter in accordance with their own established protocols.

38. The LTB will have a dedicated web page on the Coast to Capital web site which will include guidance on how to access information about schemes, recommendations and decisions. The web page will also give guidance on whistle-blowing and complaints.

Scheme prioritisation

39. The LTB will use the DfT's Early Assessment and Sifting Tool, or a similar tool, to ensure that the prioritisation process is informed by robust and comparable evidence. The prioritisation process will include consideration of value for money, deliverability, environmental, social and distributional impacts. The methodology will be published once this has been agreed by the Board.

40. The LTB will meet neighbouring LTBs on an annual basis to explore the potential for collaborative working. Neighbouring LTBs will also be consulted about schemes which may affect them.

Funding

41. Funding will be provided for individual and indivisible schemes or for coherent packages of closely-related schemes. Funding will not be provided for unspecified or loosely-defined uses. Funding for schemes in Croydon will be via Transport for London. Funding for schemes in Lewes District can only be put to either the Coast to Capital LTB and LEP OR the South East LEP and may not be proposed for funding to both.

42. All funding claims must be signed as true and accurate by the scheme promoter's Chief Finance Officer.

43. Subject to availability, funding may be provided as either revenue or capital funding. Where funding is provided for capital schemes the meaning of the word "capital" shall be as defined by the Chartered Institute of Public Finance and Accountancy (CIPFA).

44. A tripartite Grant Offer letter will be signed between the delivery organisation nominated by the scheme promoter, Coast to Capital LEP and WSCC as Accountable Body. The Grant offer letter will specify funding levels and, where appropriate, and additional conditions agreed by the LTB.

45. To maximise the value for money of its investments, the LTB will encourage scheme promoters to provide a local contribution towards scheme costs. The contribution provided by the LTB will provide the basis for assessments of value for money.

Scheme assessment

46. Every individual scheme approval recommendation made by the LTB will be supported by an assessment of the scheme carried out by an independent and named person who is suitably qualified and experienced.

47. Early in 2014, Coast to Capital and the LTB will appoint an independent assessor(s) who will report to the LEP and LTB and will not have a contractual interest in any of the schemes under consideration. Further details of this assessor will be provided after the tendering process has been completed. To ensure quality is assured, a suitably qualified and experienced independent assessor who is familiar with all relevant DfT guidance will be appointed.

48. It will be the role of the independent assessor(s) to provide an impartial report for each scheme advising on issues including:

- whether the scheme has complied with the guidance produced by Coast to Capital and the LTB, especially the scheme's contribution to economic growth
- The extent to which the scheme provides good value for money, as defined by the Department for Transport.
- The deliverability of the scheme and any risks or barriers to delivery.

49. The reports produced by the independent assessor will be provided to the promoting authority to enable them to make changes and improvements to their business cases.

50. The reports will also be published on the Coast to Capital website for public viewing.

51. When considering a scheme, the Board of the LTB will be presented with:

- The promoting authority's business case

- The results of consultation
- The report of the independent assessor
- A value for money statement produced by the LEP.

53. The LTB will aim to keep administrative costs to a minimum, whilst ensuring value for money and sound governance. This will ensure that the spend is maximised on delivering transport schemes.

54. To achieve this, the LTB will seek give constant feedback to scheme promoters about the likelihood of their schemes receiving funding. A system of gateways will be used to ensure that schemes:

- meet the policy criteria **of the Coast to Capital Strategic Economic Plan**.
- offer good value for money; and
- have the necessary planning permissions, if required.

55. The approval process will include the following stages:

- **Conditional approval (CA)** – funding awarded subject to conditions where statutory processes are still outstanding. Where Conditional Approval is granted, the promoting authority will submit, to the LTB, a report detailing how those conditions have been met, discharged or satisfied prior to payment of the grant monies
- **Full approval (FA)** – funding awarded.

56. Individual scheme business cases will meet the requirements of the DfT's **Transport Business Case** guidance. Compliance with this will be assessed by the independent assessor and reported to the board of the LTB.

57. Scheme appraisals will be proportionate to the LTB contribution and carried out in accordance with the guidance published in WebTAG. Central case assessments will be based on forecasts which are consistent with the National Trip End Model. Compliance with these requirements will be assessed by the independent assessor designated for each scheme. The level of compliance will be reported as part of scheme consideration.

59. External modelling and assessment of schemes will be considered on a scheme by scheme basis – for example, for particularly costly or controversial schemes.

Value for money assessments

60. The LEP, guided by advice from the independent assessor, will produce a value for money assessment of each scheme at each approval stage where funding decisions or recommendations are being made.

61. Each value for money statement will be signed as true and accurate by the Chief Executive of Coast to Capital.

62. Value for money statements will be published on the Coast to Capital website and will be made available to the board of the LTB during its formal meetings.

63. The LTB will only recommend schemes with a high value for money, except in limited circumstances. The limited circumstances could include:

- schemes which form part of a wider package or initiative which would have a high value for money assessment;
- schemes which are innovative or which trial new techniques;
- where the benefits of the schemes are not adequately captured by conventional assessment techniques; and
- where the interventions could help to maintain or grow unquantifiable business or consumer confidence in the area, and so lead to economic growth.

64. Where a proposed scheme does not have a high value for money rating, it will be for the promoting authority to demonstrate that there is a compelling need for the scheme to be funded. The promoting authority should provide suitable evidence of the need for the scheme and of any harm or dis-benefits that might occur if the scheme is not approved. This evidence will be considered by the independent assessor and the LTB officers when producing the value for money statement for that scheme. Their assessment of the scheme will be published and laid before the LTB in the usual way.

65. As low value for money schemes are likely to be exceptional, it is not possible or desirable to stipulate which additional evidence or assessments may be needed for each scheme. Individual cases will be considered on their merits.

Monitoring and evaluation

66. Requirements for regular and effective monitoring and evaluation will form part of the offer of funding to successful bidders. Scheme evaluations will follow DfT guidance on evaluation of local major schemes and be published. Schemes will not be accepted for funding if their promoters do not agree to meet the requirements in a funding letter.

67. The evaluation and monitoring of the scheme will be assessed by the agreed independent assessor of each scheme (see above).

68. The results of evaluation and monitoring will be published on the Coast to Capital website. They will be reviewed by LEP officers and the independent assessor to ensure independence from scheme promoters and the LTB.

Consultation

69. Except where commercially sensitive, business cases will be published as part of the decision-making process – see discussion of public meetings above.

70. Opinions expressed by the public and stakeholders will be made available to LTB members when decisions are being taken.

71. Except where otherwise agreed, the consultation period shall be one month. Additional consultation exercises may be undertaken, at the discretion of LEP officers, if a revised business case is submitted which has been substantially revised. Additional consultation will only be undertaken on the revisions to the business case.

Cost increases

72. The funding of cost increases will be considered on a case by case basis. As a general rule, the LTB will expect promoters to bear cost increases that could reasonably be considered to be within their control. The LTB may recommend the funding of cost increases, for example, where the reason for the cost increase could not realistically have been expected, such as a change in legislation or scope of the project.

Funding accountability

73. The scheme promoter's Chief Finance Officer sign-off of the accuracy of business cases is mandatory.

74. Other than in exceptional circumstances, funding will be provided in arrears. Where funding is provided in advance of works being carried out or costs incurred, the funding letter will stipulate conditions to ensure that funds can only be spent on a specified scheme or schemes. As the release of funds in advance of costs being incurred will be rare, each case will be considered on its merits and will require the agreement of both Coast to Capital and the Accountable Body

Risk Management

75. Risks will be managed by scheme promoters and their nominated delivery organisations to minimise the likelihood and impact of those risks occurring. To support this, a full risk register for each project and scheme will be kept which will include details of the risks identified, their potential impact and likelihood, suitable mitigation measures and assigned responsibilities. The risk register will be reviewed in advance of each Board meeting using a traffic light system. Where a change is identified through the review process, this will be reported at the next Board meeting.

Appendix 11: The Coast to Capital Business Case Template

<<Programme/Project>>
Lead delivery organisation
Full Business Case

COAST TO CAPITAL

Purpose

- A Business Case is used to obtain commitment and approval by the Coast to Capital Board for significant new projects and commitment of resources, by setting out clearly:
 - the issue or problem being addressed
 - the rationale for public funded intervention
 - the objectives to be achieved
 - the fit with Coast to Capital Strategic Economic Plan
 - a long-list of possible options for intervention
 - a short list of least 3 options for meeting the stated objectives with, for each, a cost-benefit analysis; an analysis of risks; the proposed delivery route; and their affordability
 - the preferred way forward, with the optimum balance of costs, benefits, affordability, deliverability and risk
 - delivery plan including a project timetable with key milestones, project and programme Management arrangements to ensure successful delivery
 - Risks and mitigation
- The ongoing viability and success of the project will be monitored against the Business Case.
- All spending decisions need to be backed by a robust Business Case. However, the amount of work and detail put in to a Business Case should be proportionate to the scale of the project or programme, and the expenditure involved.

Executive Summary

- *the issue or problem being addressed*
- *the rationale for intervention and public funding*
- *the objectives to be achieved*
- *The outputs in terms of jobs, homes, employment space and other outputs*
- *the fit with the SEP*
- *the preferred way forward and why this option was selected over others*
- *affordability of the preferred option (ie estimated costs over the life of the project or programme, and where funding will come from)*
- *the proposed delivery route*
- *key risks identified*
- *acceptability to stakeholders*
- *proposed Project and Programme Management arrangements to ensure successful delivery*

Where the business case is being presented to gain funding or approval to spend, make sure that it is clear exactly what approval is being requested.

Strategic Case

Business need – the problem that needs to be addressed

- *why existing arrangements do not provide, or cannot be made to provide, the desired outcome*
- *Evidence of any market failures*
- *the link to the Coast to Capital SEP and the impact of not acting*

The Project/Programme

Description

Briefly describe the proposed project

Objectives

Outputs

Please set out the number of jobs, new homes and employment space that will be created. Also please set out any other measureable outputs.

Key Strategic Benefits

Key Stakeholders and their roles and responsibilities

Strategic Options for Delivery

Risks of Strategic Options

Constraints

Initial Affordability Assessment

Set out

- *the range of estimated costs of the project or programme over the lifetime of the project*
- *Sources of funding*

Long term sustainability

How will the project be sustained financially after the investment of Local Growth Funding is completed.

Economic Case and Option Appraisal

Options analysis should be comprehensive but proportionate to the level of intervention being considered – for example, where the value and/or policy implications are significant, a high level of detail would be required. Much less detail would be needed for smaller projects.

Long-listed Options

Set out the long list of all possible options and show how you have sifted them.

An example of the sort of table you can use to sift long-listed options is below. Any evidence used to assess long listed options can be referenced and appended as an annex.

strategic fit	achievability	acceptability	affordability
Does not meet needs	Unable to deliver requirements to target	Unacceptable to all stakeholders	Far in excess of budget
Does not meet majority of needs	Delivers some requirements to target	Unacceptable to most stakeholders	In excess of budget
Meets around 50% of needs	Delivers around 50% of requirements to target	Acceptable/unacceptableity balanced	Delivers most key requirements to budget
Meets most key needs	Delivers most key requirements to target	Acceptable to most stakeholders	Delivers key requirements within budget
Meets all key needs	Delivers key requirements to target	Acceptable to all stakeholders	Delivers key and any secondary requirements to budget

Short listed options

Set out which options you have shortlisted, and why.

Cost benefit analysis

Affordability

Set out any initial Local Growth Funding allocated by Coast to Capital and sources of other funding. For each short-listed option, set out the estimated cost. Where an initiative also results in off-setting savings to public budgets, these should be set out.

All the assumptions behind costings should be clearly set out, along with any uncertainties, cost ranges, and outputs, outcomes and impact achieved.

Risk

For each short-listed option assess and set out the key risks, their impact and likelihood, and mitigations. Consider the cost of each risk, wherever possible – that is, the costs incurred in dealing with a risk if it materialises or putting in countermeasures to ensure that the risk does not occur. These mitigation costs should appear in the cost/benefit analysis of each option.

Key Findings

- *an analysis of unquantifiable costs*
- *affordability*

Recommendations and preferred option

Delivery

Project management arrangements

Procurement Strategy

Implementation Timescales

Contract Management Approach

Financial Case - the cost to the public purse, and budgeting

Budget Profile

Funding of Project costs

	yr 1	yr 2	yr 3	yr 4	yr 5	yr 6	yr 7	yr 8	yr 9	yr 10
Capital Resource Total £'M										
Funding obtained										

Budget Arrangements

Management Case

Project Dependencies

Project/Programme Governance, Organisation Structure and Roles

Communications and Stakeholder Management

Project/Programme Reporting

Key Issues for Implementation

Risk Management Strategy

Project/Programme Evaluation

Appendix 12: Table showing responsibility for business case appraisal

Project	Business case requirement	Lead body producing the business case	Business Case to be signed-off by:
Business Finance	C2C template	C2C	Finance Committee
Business Internationalisation	C2C template	C2C	International/Business Competiveness Committee
Wood fuel initiative	C2C template	Forestry Commission	Enterprise/Business Competitiveness Committee
Digital Infrastructure: <ul style="list-style-type: none"> • Ultrafast Hubs • 5G research centre 	C2C template	<ul style="list-style-type: none"> • C2C (Ultrafast hubs) • University of Surrey (5G Centre) 	Finance Committee
Advanced Engineering centre	C2C template or UoB business case	UoB	Enterprise/Business Competitiveness Committee
Newhaven Flood defences	EA business case	EA	Infrastructure Committee
Shoreham Flood defences: <ul style="list-style-type: none"> • Adur Tidal Walls • Western Harbour Arm 	<ul style="list-style-type: none"> • EA Business case • C2C template or A&W case 	<ul style="list-style-type: none"> • EA • Adur and Worthing Councils 	Infrastructure Committee
A29 Realignment	LTB Assurance Framework	WSCC	LTB
Brighton Circus Street	C2C template	BHCC	Infrastructure Committee
Preston Barracks CRL	C2C template	BHCC	Infrastructure Committee
Skills Capital	SFA business case	Chichester College & City College	SFA already approved (15/16 only) Skills Capital Group 16/17 onwards
Crawley area transport package	LTB Assurance Framework	WSCC	LTB
Sustainable transport package	LTB Assurance Framework (minor schemes)	Competition to select from BHCC, SCC & WSCC	LTB
Transport resilience	LTB Assurance Framework (minor schemes)	Competition to select from BHCC, SCC & WSCC	LTB
Brighton valley Gardens (Phase 3) (16/17 allocation)	LTB Assurance Framework	BHCC	LTB
Newhaven Port Access Road	DfT WEBTAG or LTB Assurance Framework (tbc)	ESCC	To be confirmed
LTB 2013 projects: <ul style="list-style-type: none"> • Valley Gardens 1&2 • A 284 • A259 East Arun 	LTB Assurance Framework	<ul style="list-style-type: none"> • BHCC • WSCC • WSCC 	LTB

<ul style="list-style-type: none"> • Epsom Plan E • Surrey Wider Network Package 		<ul style="list-style-type: none"> • SCC • SCC 	
Oxted & Caterham Leatherhead Plan L	C2C template Exchange of letters	Tandridge DC Mole Valley DC	Infrastructure Committee