

Economic Growth Scrutiny Panel

Agenda

Thursday, 17 October 2019 AT 10:00

In the Flensburg Room, Civic Centre, Carlisle, CA3 8QG

****A preparatory meeting for Members will be held at 9.15am in the Flensburg Room****

The Press and Public are welcome to attend for the consideration of any items which are public.

Members of the Economic Growth Scrutiny Panel

Councillor Brown (Chairman), Councillors Mrs Atkinson, Mrs Bowman, Denholm, Meller (Vice Chairman), Mitchelson, Paton, and Rodgerson.

Substitutes:

Councillors Alcroft, Bainbridge, Betton, Birks, Bomford, Mrs Bradley, Collier, Ms Ellis-Williams, Mrs Finlayson, Mrs Glendinning, Glover, Mrs McKerrell, McNulty, Morton, Patrick, Robinson, Robson, Miss Sherriff, Shepherd, Southward, Tarbitt, Dr Tickner and Tinnion.

PART A

To be considered when the Public and Press are present

Apologies for Absence

To receive apologies for absence and notification of substitutions.

Declarations of Interest (including declarations of “The Party Whip”)

Members are invited to declare any disclosable pecuniary interests, other registrable interests, and any interests, relating to any item on the agenda at this stage.

Public and Press

To agree that the items of business within Part A of the agenda should be dealt with in public and that the items of business within Part B of the agenda should be dealt with in private.

Minutes of Previous Meetings

7 - 16

To note that Council, at its meeting of 10 September 2019, received and adopted the minutes the Economic Growth Scrutiny Panel meetings held on 13 June, 1 July and 18 July 2019. The Chairman will sign the minutes.
[Copy minutes in Minute Book 46(2)].

The Chairman will move the minutes of the meeting held on 5 September 2019 as a correct record. The only part of the minutes that may be discussed is their accuracy.
(Copy minutes herewith).

A.1 CALL-IN OF DECISIONS

To consider any matter which has been the subject of call-in.

A.2 EMPTY PROPERTY GRANT ASSISTANCE

17 - 22

Portfolio: Economy, Enterprise and Housing

Directorate: Governance and Regulatory Services

Officer: Scott Burns, Regulatory Services Manager

Report: GD.54/19 herewith

Background:

The Corporate Director of Governance and Regulatory Services to submit a report detailing the proposed Empty Property Grant Assistance provided by the Council.

Why is this item on the agenda?

The matter was included in the Notice of Executive Key Decisions (KD.21/19) and will be considered by the Executive on 18 November

2019. The Economy, Enterprise and Housing Portfolio Holder took the decision that the matter be referred to the Panel for its consideration prior to its submission to the Executive: Individual Portfolio Holder Decision PF.006/19 refers.

What is the Panel being asked to do?

Consider the proposed Empty Property Grant Assistance and provide comments to the Executive for consideration at its meeting of 18 November 2019.

A.3 ECONOMIC GROWTH STRATEGY – UPDATED CONTEXT

23 - 34

Portfolio: Economy, Enterprise and Housing

Directorate: Economic Development

Officer: Garry Legg, Investment and Policy Manager

Report: ED.34/19 herewith

Background:

The Corporate Director of Economic Development to submit a report that updates the Panel on the context within which the Council's Economic Growth Strategy is being progressed.

Why is this item on the agenda?

Item agreed by Panel as part of its Work Programme.

What is the Panel being asked to do?

Note the updated economic context and scrutinise the Strategy's emerging priorities.

A.4 BORDERLANDS COLLABORATION AGREEMENT

35 - 110

Portfolio: Leader

Directorate: Economic Development

Officer: Steven Robinson, Regeneration Manager

Report: ED.33/19 herewith

Background:

The Corporate Director of Economic Development to submit a report outlining the provisions of the Borderland Collaboration Agreement and detailing the governance structure.

Why is this item on the agenda?

Item requested by Panel Chairman.

What is the Panel being asked to do?

Receive the report.

A.5 CARLISLE AMBASSADORS**111 -
136**

Portfolio: Economy, Enterprise and Housing

Directorate: Economic Development Manager

Officer: Debbie Kavanagh, Project and Performance Manager

Report: ED.32/19 herewith

Background:

The Corporate Director of Economic Development to submit a report providing an update on the work of the Carlisle Ambassadors.

Why is this item on the agenda?

Item requested by the Panel.

What is the Panel being asked to do?

Note the contents of the report.

A.6 OVERVIEW REPORT AND WORK PROGRAMME**137 -
140**

Portfolio: Cross Cutting

Directorate: Cross Cutting

Officer: Rowan Jones, Overview and Scrutiny Officer

Report: OS.25/19 herewith

Background:

To consider a report providing an overview of matters related to the work of the Economic Growth Scrutiny Panel.

Why is this item on the agenda?

The Economic Growth Scrutiny Panel operates within a Work Programme which has been set for the 2019/20 municipal year. The Programme is reviewed at every meeting so that it can be adjusted to reflect the wishes of the Panel and take into account items relevant to this Panel in the latest Notice of Executive Key Decisions.

What is the Panel being asked to do?

- Note the items (within Panel remit) on the most recent Notice of Executive Key Decisions
- Discuss the Work Programme and prioritise as necessary.

PART B
To be considered in Private

-NIL-

Enquiries, requests for reports, background papers etc to:

Jacqui Issatt, Committee Clerk (01228) 817557 or
jacqui.issatt@carlisle.gov.uk

A copy of the agenda and reports is available on the Council's website at www.carlisle.gov.uk or
at the Civic Centre, Carlisle.

Minutes of Previous Meetings

ECONOMIC GROWTH SCRUTINY PANEL

5 SEPTEMBER 2019 AT 10.00AM

PRESENT: Councillor Brown (Chairman), Mrs Bowman, Denholm, Mrs Finlayson (as substitute for Councillor Mitchelson), Meller, McNulty (as substitute for Councillor Mrs Atkinson) and Rodgerson.

ALSO

PRESENT: Councillor Ellis – Deputy Leader and Finance, Governance and Resources Portfolio Holder

OFFICERS: Investment and Policy Manager
Housing Development Officer
Policy and Performance Officer
Overview and Scrutiny Officer

EGSP.51/19 APOLOGIES FOR ABSENCE

Apologies for absence were submitted on behalf of Councillor Mrs Atkinson and Councillor Mitchelson.

EGSP.52/19 DECLARATIONS OF INTEREST

In accordance with the Council's Code of Conduct Councillor Brown declared an interest in respect of Agenda Items A.2, Housing Need, Delivery and Strategy Update and A.3, St. Cuthbert's Garden Village Progress Update. The interest related to the fact that she was a member of the St. Cuthbert's Garden Village Working Group.

In accordance with the Council's Code of Conduct Councillor Meller declared an interest in respect of Agenda Items A.2, Housing Need, Delivery and Strategy Update and A.3, St. Cuthbert's Garden Village Progress Update. The interest related to the fact that he was a member of the St. Cuthbert's Garden Village Working Group.

EGSP.53/19 PUBLIC AND PRESS

It was agreed that the items of business in Part A be dealt with in public and Part B be dealt with in private.

EGSP.54/19 MINUTES OF PREVIOUS MEETINGS

RESOLVED – That the minutes of the meeting held on 18 July 2019 were agreed.

EGSP.55/19 CALL IN OF DECISIONS

There were no items which had been the subject of call-in.

EGSP.56/19 HOUSING NEED, DELIVERY AND STRATEGY UPDATE

The Housing Development Officer submitted an update (ED.25/19) on the key findings of the following housing-related evidence bases:

- Updated Strategic Housing Market Assessment (SHMA) for Carlisle;
- 2018/19 Housing Completions and Activity Monitoring;
- Carlisle "Movers' Survey" 2018/19

The Investment and Policy Manager explained that the report drew out the key messages and conclusions of the SHMA. The information was important to ensure that the Council was on track with existing housing objectives as set out in the Carlisle Local District Plan. It was also important to keep all evidence bases up to date to ensure that future objectives met all needs.

The Housing Development Officer gave a brief overview of each of the evidence bases, full details of which were included in the report:

Analysis of the SHMA Key Findings

The SHMA primarily covered the period 2018-30, although some of the analysis relating to the St Cuthbert's Garden Village (SCGV) went up to 2050 as it was a long-term development. It was acknowledged that the affordable housing element of the SHMA would need to be refreshed after five years to ensure the evidence base remained up to date.

The Housing Development Officer explained that the SHMA provided a useful headline summary of the District's housing profile and considered a number of sources of information and trends to arrive at housing-based projections covering the SHMA period. The SHMA showed the affordable housing need broken down by tenure and housing market area along with comparison data with previous SHMAs. The Assessment included key findings regarding the family household and housing mix, older people, people with disabilities and the private rented sector.

Housing Completions and Activity Monitoring

It was an obligation of the Carlisle Local District Plan to monitor housing completions on an annual basis. The Housing Completions and Activity Monitoring Section presented the findings from 2018/19 monitoring period and included data on the total and affordable completions split into rural and urban areas, housing completions by property type and sites under construction.

Carlisle District Movers' Survey 2018-19

The Movers' Survey had begun at the start of the 2018/19 financial year and had been continued into 2019/20. The survey was an attempt to gather a better understanding of people's reasons for moving to new homes in Carlisle District to help inform wider strategies. Forms had been sent to occupiers of new build homes by the Council Tax section, the sample was smaller than originally anticipated but 55 forms had been returned and the intelligence gathered had proved useful.

The Housing Development Officer summed up by explaining that the latest findings acted to affirm that the Carlisle Local Plan was on course with respect to its intended objectives. The key findings would also support the development of the Council's emerging Economic Strategy.

The Investment and Policy Manager reminded the Panel that it was important to consider the update in the context of the wider economy. The number one challenge in Carlisle, and Cumbria, was the aging population and the difficulty in filling existing and future jobs. A key part of the response to the issue was to encourage people to remain in Carlisle and to attract people to live in Carlisle. There had originally been plans to prepare a stand-alone Housing Strategy, but it had become clear that housing development played an important part of the Economic Strategy and so the Economic Strategy would include strategic housing. This would also avoid duplication. Other strategies were already in place covering other key elements of housing including for example the Interagency Homelessness Strategy.

In considering the update Members raised the following comments and questions:

- When would the joint Economic and Housing Strategy be available?

The Investment and Policy Manager responded that now the Borderlands Growth Deal Heads of Terms had been signed and the LEP Local Industrial Strategy had been submitted it gave a degree of certainty regarding the whole strategic picture and it was a good time to make meaningful progress on the Strategy before the end of the year.

- How many Movers' Survey forms were sent out?

The Housing Development Officer stated that the approximately 150-160 forms had been sent out by the Council Tax section. This number was less than originally anticipated because the forms were sent to occupiers of new build homes, however, they were not sent where the developer was still responsible at the date the new property record was created.

The Investment and Policy Manager added that it was difficult to gather information from developers and the Council was reliant on the good will of residents completing and returning the forms at a time when they are very busy in the home. The return rate was average however the information gathered was extremely valuable to the authority.

Responding to further comments the Investment and Policy Manager agreed that a refresh of the process was timely, and more work could be undertaken with developers and estate agents to encourage new home owners to complete and return the questionnaire.

- How many properties were bought and sold in the 2018/19 period?

The Investment and Policy Manager responded that it was difficult to monitor the sale and purchase of properties but there was evidence of strong sales in Carlisle. The Housing Development Officer drew the Panel's attention to the table on page 23 of the document pack which showed consistently increasing construction rates from 2009/10 to 2018/19.

- A Member asked for clarification regarding the 'net need' for affordable housing by sub area.

The Housing Development Officer responded that the total annual gross need for affordable housing was 699 households, but once re-lets of affordable housing stock were taken into account this left a net need of 158 affordable homes per annum. The table provided a breakdown of the affordable housing need across Carlisle's three Housing Market Areas: Rural West; Rural East; and Carlisle City

- The SHMA included a profile on the private rented sector, had any work been carried out on profiling the social housing sector?

The Investment and Policy Manager responded that the report followed the national SHMA guidance devised by the Government. He explained that the best sample available was the Census as it contains all of the relevant questions on age, income, ethnicity, travel to work etc. The Housing Development Officer added that the SHMA was a large document summarised in the report for Members, he agreed to summarise any information on social housing and circulate it to Members along with a link to the full SHMA report.

- The Finance, Governance and Resources Portfolio Holder highlighted the Local Plan's household growth figure of 565 home per annum and queried why it was higher than the objectively assessed housing need for the District of 200 dwellings per annum.

The Investment and Policy Officer reported that the National Planning Policy Framework required that local planning authorities identified objectively assessed housing need (the OAN), and that the Government's figures represented the minimum. It was the job of the Local Plan process to adjust figures to reflect local circumstances and translate those needs into land provision targets. Across Cumbria the Government's OAN figures were well short of what was needed. Some areas such as Barrow were shown as needing no new homes. Concerns by the Government itself had led them to recommend that the latest OAN figures should not be reviewed given concerns they underestimated need. There was robust evidence in place to support the figures within the Local Plan and the SHMA report also added that 200 dwellings would see a reduction in the local labour supply and would not support any job growth in the Council area.

- The Census data was from 2011, there was concern that this information was being used as the base line and may no longer be relevant.

The Investment and Policy Manager assured the Panel that other modelling and statistical information was used in conjunction with the Census data to ensure that existing strategies remained on track to achieve their intended objectives.

The Housing Development Officer added the next Census was due to take place in 2021 and the updated Census information would be used to inform the next SHMA, however, he felt that the current SHMA was still a robust data source for the authority.

- The housing need identified the requirement for 1 and 2 bedroom affordable home ownership, however, evidence on affordable rent showed that the need for 1 bedroom properties was limited. Could the Council influence this figure to specify a small amount of 1 bedroom properties and a larger amount of 2 bedroom properties?

The Housing Development Officer responded that the full SHMA report included more background detail on the figures however it did recognise the limited demand from local housing association to deliver 1 bedroom accommodation in any large numbers despite the 'bedroom tax' being in place and a significant supply of 1 bedroom social housing remained in many areas in Carlisle. Part of the issue had been that the majority of properties sold through the Right to Buy Scheme were family houses.

- Did Central Government set the target for the number of new build properties that had to be delivered?

The Investment and Policy Manager clarified that the objectively assessed housing need set only the minimum number of new builds required in each area.

- How much influence did the City Council have to ensure that developers complied with the requirement that dwellings met the M4(2) (accessible and adaptable dwellings) and M4(3) (wheelchair user dwellings) standards as set out in the report?

The Housing Development Officer reminded the Panel that the Council had adopted the Affordable and Specialist Housing Supplementary Planning Document in 2018, which defined the number of bungalows or other suitable adaptable property types which must be included in certain sized developments. It also set out clearly the requirements of developers with regard to M4(2) and M4(3) standards. Developers had been resistant to the requirements at times in respect of delivering more bungalows, due to increased "footprint" required; however the

document was used as evidence and support to allow developers to factor in the requirements in their developments.

- Did a new build house cost more than an 'old' house? Members were concerned that those who needed new homes had more expensive mortgages as lenders had bigger risks or buyers may end up owing more than the property was worth.

The Investment and Policy Manager reported that there was no evidence to indicate that there were higher mortgage rates for affordable homes. There were strict covenants on low cost home ownership and lenders were much stricter in processing applications to ensure that the applicant was able to pay the mortgage and that it was affordable for them.

RESOLVED – 1) That the Housing Need, Delivery and Strategy Update be welcomed (ED.25/19);

2) That further work be undertaken on the promotion and circulation of the Movers' Survey to encourage more people to complete and return it;

3) That further information on the demographics of those in social housing be circulated to the Panel;

4) That the link to the full Strategic Housing Market Assessment for Carlisle be circulated to the Panel.

EGSP.57/19 ST CUTHBERT'S GARDEN VILLAGE PROGRESS UPDATE

The Investment and Policy Manager provided an update on progress of the planning and delivery of St Cuthbert's Garden Village, including the key next steps in advancing the project across 2019 (ED.28/19).

The Investment and Policy Manager reminded the Panel of the background to the St Cuthbert's Garden Village (SCGV) project and set out the four key project strands which had been identified:

- Masterplanning
- Plan Making
- Carlisle Southern Link Road
- Delivery

The Investment and Policy Manager reported that good progress continued to be made in advancing the project, including moving to Stage 2 of the masterplanning, underpinned by robust and ongoing public and stakeholder engagement. Progress had been aided by a series of successful capacity funding bids via the Government's Garden Villages programme, with a 2018/19 award of £300,000 in March. The Council had submitted a bid for £620,000 for the 2019/20 period.

The Investment and Policy Manager explained that the Stage Two Masterplanning aimed to test and evolve the outcome of earlier work and would develop a more detailed Masterplan that would cover:

- Land Use
- Movement and Access
- Green and Blue Infrastructure
- Urban Design.

Stage 2 Masterplanning would broadly follow a five stage process which started at the initial inception and went through to the finalisation of the completed Masterplan Framework. The Council had received both the Baseline report (stage 1) and the Option Development and Testing plans and report (Stage 2a).

The Investment and Policy Manager took the Panel through the three options which would be out to public consultation from 2 September until 14 October 2019. The three options showed different density of building, different options for the green space and how the development would meet the existing urban edge of the City.

In arriving at a preferred option, options would need to be tested against a number of factors including fit with the vision, drivers and principles, and viability and feasibility from a land assembly perspective. The preferred option would also be subject to transport modelling, a drainage assessment, health impact assessment and utilities assessment.

The Investment and Policy Manager informed the Panel that the Council remained committed to preparing a separate Development Plan Document for SCGV to be known as the St Cuthbert's Garden Village Local Plan. The Core of the SCGV Local Plan would be the masterplan and hence there was a clear interdependency between the two project strands.

The Investment and Policy Manager reminded the Panel that to realise the full scale and ambition of SCGV, and to improve strategic connectivity between east and west, a new link road connecting Junction 42 of the M6 and A595 was proposed. The Carlisle Southern Link Road (CSLR) had been given priority within the Cumbria Infrastructure Plan and had received endorsement as part of Transport for the North's Strategic Local Connectivity Workstream. A business case had been submitted to the Government's Housing Infrastructure Fund and a successful outcome of £102m had been announced in February 2019 with an additional £10m from local contributions. A planning application for the CSLR would be submitted in October 2019 and construction was scheduled to commence in 2021 with completion in 2023.

The Investment and Policy Manager informed the Panel that, to support delivery of the Garden Village, Aspinall Verdi had been appointed to undertake a district wide baseline study of land values and development costs to underpin a potential Community Infrastructure Levy.

In considering the report Members raised the following comments and questions:

- Would allotments be included in the Masterplan?

The Investment and Policy Manager confirmed that allotments and food growing space was part of the Garden Village movement and would be included in the overall Masterplan.

- Would the proposed Local Plan and policies for the development be robust enough to prevent the merging of the City and the Garden Village?

The Investment and Policy Manager highlighted the 'green wedge' which sat between the Garden Village and the existing urban edge. The planning policies would define the area and would set out the reason, rationale and evidence for the area to remain a green space. There may be acceptable development of the land, such as a sports field, but it would remain a green space in the Masterplan.

- How would the Council and the planning policies guarantee an even mix of houses across the development and prevent developers building all of the affordable housing in one place?

The Investment and Policy Manager explained that policies similar to those already in operation including advice in the Affordable and Specialist Housing Supplementary Planning Document made sure that developments were appropriately mixed.

- Residents within the district had some concern that the City would be gridlocked because of all of the development that would be taking place across Carlisle, how would the consultation help residents understand that the Garden Village project would take place over 20-30 years?

The Investment and Policy Manager reassured the Panel that a key part of the consultation was to maximise people's awareness of the length of the project. At the public engagement event there was a plan showing how Carlisle had grown over the decades, the Garden Village was not going to grow any faster than expected but the Masterplan would help ensure that it was a managed strategic growth.

- How had the Council engaged with young people and what plans were in place for engagement in the future?

The Investment and Policy Manager reported that engagement with schools and young people had been very successful. Events had taken place with local primary schools, the Youth Council, Carlisle Ambassadors and Carlisle College and had provided valuable information. Engagement with young people would continue right through the masterplan process.

- Had there been any interest from industries which would bring jobs and support the growth in the area?

The Investment and Policy Manager highlighted the areas which were earmarked as strategic employment space on each of the three options and stated that work was being undertaken to investigate which sectors nationally were expected to grow and how Carlisle could attract the investment.

- The proposals for the Southern Bypass were for a single lane road, would there be scope to develop this if required?

The Investment and Policy Manager reminded the Panel that Cumbria County Council were the lead authority for the bypass, but they had looked extensively at the road's future use and had factored it in to the design. The aim for the Garden Village would be to make the area as easy as possible to walk, cycle or access public transport and minimise the need for more road space.

- The Garden Village aimed to be 'innovative and ground breaking', how would the Council ensure that the older people housing and social housing met this goal?

The Investment and Policy Manager explained the overall goal to be innovative was to future proof the development and make it resilient, the strategic policy framework had a major role to play in meeting the aspiration.

The Finance, Governance and Resources Portfolio Holder added that the Council was trying to be more responsive for self builds as there were not currently enough sites available. The

Garden Village would allow people to build their own home for life and bring a mixture of homes to the development.

RESOLVED – That the St Cuthbert's Garden Village Progress Update and three draft options (ED.28/19) be welcomed.

EGSP.58/19 QUARTER 1 PERFORMANCE REPORT 2019/20

The Policy and Performance Officer submitted the Quarter 1 2019/20 performance against the current Service Standards and a summary of the Carlisle Plan 2015-18 actions as defined in the 'plan on a page'. Performance against the Panel's 2019/20 Key Performance Indicators were also included (PC.13/19).

The Policy and Performance Officer reported that there were no 'red' Service Standards or KPIs.

The Policy and Performance Officer asked the Panel to consider the closure of the Carlisle Plan Key Actions listed in the report and make a recommendation to the Executive when they consider the Performance Report.

In considering the report Members raised the following comments and questions:

- What did the 'ongoing support' to Carlisle Airport include?

The Policy and Performance Officer explained that one area of support was through Emergency Planning for the Airport.

The Investment and Policy Manager added that the support would be through the Council's role as the local planning authority along with partnership work with the tourism team to make the most of any opportunities presented by having the Airport in the area.

- Several of the Carlisle Plan Key Actions included the development of the Economy and Housing Strategy, how would the Strategy be monitored if the actions were closed?

The Investment and Policy Manager assured the Panel that the Economy and Housing Strategy would be scrutinised by the Panel at various stages in the process and on completion would be monitored by the Panel.

The Finance, Governance and Resources Portfolio Holder explained that the Carlisle Plan was due to be refreshed when the Executive had finalised their priorities.

- Was there any evidence of the impact that the Airport had made on the City or the area?

The Investment and Policy Manager stated that it was too early to have any statistics however key partners and stakeholders were due to meet and this would be the first opportunity to discuss the impact of the Airport opening.

- The first phase of the public realm improvements had been completed, what was the next phase?

The Investment and Policy Manager understood that the next phase had originally been intended to cover gateway signage at key entrance points to the City, an idea previously

discussed with local businesses and Cumbria County Council. There had also been an aspiration to develop trails within the City but it was understood this would now be embedded in the City Centre Masterplan.

RESOLVED – 1) That the Quarter 1 Performance Report 2019/20 (PC.22/19) be welcomed.

2) That the Panel recommend to the Executive that the Carlisle Plan Key Actions as listed in report PC.13/19 be closed.

EGSP.59/19 OVERVIEW REPORT AND WORK PROGRAMME

The Overview and Scrutiny Officer presented report OS.22/19 which provided an overview of matters relating to the work of the Economic Growth Scrutiny Panel.

The most recent Notice of Executive Key Decisions, copies of which had been circulated to all Members and made available online, had been published on 16 August 2019. The Panel were asked to consider any items within their remit that they would like to be added to the agenda.

The Panel's 2019/20 Work Programme had been attached to the report for consideration. The Panel discussed the Work Programme and agreed that an update on Carlisle Ambassadors be submitted to the October meeting.

The Investment and Policy Manager explained that an update on the Garden Village would not be available in November and that the Economic and Housing Strategy could be added to the February meeting's agenda.

The Overview and Scrutiny Officer drew the Panel's attention to the progress on resolutions from previous meetings and reported that the visit to the Enterprise Zone had been arranged for 10.00am on 16 October 2019.

RESOLVED – 1) That the Overview Report incorporating the Work Programme and Key Decision items relevant to the Economic Growth Scrutiny Panel (OS.22/19) be noted.

2) That the following items be scheduled in the 2019/20 Work Programme for the Panel;
Carlisle Ambassadors Update – 17 October 2019
Economic and Housing Strategy – 27 February 2019

3) That the following item be removed from the 2019/20 Work Programme for the Panel:
St. Cuthbert's Garden Village - 28 November 2019

(The meeting ended at 11.55am)

Economic Growth Scrutiny Panel

Agenda
Item:
A.2

Meeting Date: 17 October 2019
Portfolio: Economy, Enterprise and Housing
Key Decision: YES: Recorded in the Notice Ref: KD.21/19
Within Policy and Budget Framework No
Public / Private Public

Title: Empty Property Grant Assistance
Report of: Corporate Director of Governance and Regulatory Services
Report Number: GD.54/19

Purpose / Summary:

To set out the detail of an Empty Property Grant to support the work of the City Council in bringing long term empty properties back into use.

Recommendations:

- Consider the proposed Empty Property Grant assistance and provide comments to the Executive for consideration at its meeting on the 18th November 2019.

Tracking

Executive:	18 November 2019
Scrutiny:	17 October 2019
Council:	NA

1.0 BACKGROUND

- 1.1 Section 3.1 of the Housing Renewal Assistance Policy 2018 introduced the option to create an Empty Property Grant. The Full Council Report (GD.84/18) for the meeting on the 6th November 2018 stated that the detail of the Empty Property Grant assistance from the City Council will be subject to approval by a future Executive.
- 1.2 The Council's Empty Homes and Grants Officer continues to concentrate on bringing long-term empty homes in the District back into use, these are properties that are classified by Council Tax as being empty for over two years. The Council concentrates its efforts on these longer-term empty properties as a two-year period allows sufficient time for owners to deal with issues; such as any renovation issues, probate issues and the natural turn over in the housing market.
- 1.3 A previous Empty Property Grant scheme was run in 2013 through the former Department of Culture and Local Government's Cluster project. This Grant focused on properties in a particular area of the District to bring down the number of empty properties to less than 10% in those areas. The project offered grants of up to £5,000. The Council received positive feedback from the scheme and the officer running the project received a national award for their work.
- 1.4 An initial funding pot of £23,200 has been moved into the Empty Property Grant fund as a capital grant. These funds were previously within a Minor Works Grant which was no longer used following the introduction of Discretionary Housing Grants in the Housing Renewal Assistance Policy.

2.0 PROPOSAL

- 2.1 The purpose of the grant funding is to support the work of the Empty Homes and Grants Officer in bringing long term empty properties back into use. The officer's work solely focuses around domestic empty homes, not empty commercial lets.
- 2.2 Any funds available need to be used as efficiently as possible to enable the Council to assist empty home owners. The proposed scheme would be looking to target empty home owners whose properties have been empty for longer than two years. The grant on offer would be up to £3,000 to cover the costs associated with making that property viable for occupation. **Appendix 1** shows the typical types of works required to the longer-term empty homes and the type of assistance requested.
- 2.3 Carlisle City Council's Empty Property Grant would provide a maximum of £3,000 per property, the discretionary grant approvals will be made on a first come first served basis. Eligibility will be judged on a case by case basis; however, it would be expected that the grant resulted in the property being brought back into use and preferable if the owner contributed additional financial resources to achieve re occupation.

- 2.4 Owner's will be required to complete works within six months of the grant being approved and to ensure the home is free from Category 1 hazards. The grant conditions ensure that the property must be reoccupied within six months of claiming the approved grant. All grants will be registered as a local land charge and would be recovered at the point of sale if the property is sold within a five-year period of becoming reoccupied.
- 2.5 All applicants would be required to complete an application form and the approval of the funds would comply with the procedures and the processes in place for the Disabled Facility Grants and other discretionary grants.

3.0 OTHER OPTIONS

- 3.1 Alternative options have been considered for the funding, which are listed below:

Works in Default – works made on the property and costs recovered through the sale of the property. This is time intensive and already an option through the Enforced Sale Policy. The preferred option will operate where there is cooperation with the owner.

Two Year Interest Free Loan. A loan option is high risk and time intensive. Equally the take up and interest in these products in the past has been minimal.

Managed Repair Service. The City Council organises contractors to undertake works and the Council then recover the costs and charges an administration fee (potentially through the sale of the property). The legal and financial risks to the Council are greater than the proposed option, it would also require greater resources from the Council.

Empty Dwelling Management Order. The City Council would pay for repairs to homes and recover costs through rental arrangements (Low cost affordable rental) over 5-7 years (often requires substantial up-front funding which is not currently available). The legal and financial risks to the Council are greater than the proposed option, it would also require greater resources from the Council.

4.0 RISKS

- 4.1 The Proposed Grant Assistance is discretionary and subject to funding being available. It is only after works are completed that the owner can claim the previously approved grant. The Grant Assistance requires a commitment from the owners. Risks are further mitigated by placing the Council's grant contribution as a charge on the property, recoverable if the planned improvements and re occupation of the property does not progress. In this way the Grants Assistance is aligned with the Enforced Sale Policy.

5.0 CONSULTATION

- 5.1 The proposed Grant Assistance follows consultation within the Housing and Pollution Group.

6.0 CONCLUSION AND REASONS FOR RECOMMENDATIONS

- 6.1 The proposed Empty Property Grant Assistance provides owners of long-term empty homes with an option to progress improvements, that would allow re occupation of the properties as an alternative to the Council's formal options through the Enforced Sales Policy.

7.0 CONTRIBUTION TO THE CARLISLE PLAN PRIORITIES

- 7.1 Address current and future housing needs to protect and improve residents' quality of life.

Contact Officer: Scott Burns
Regulatory Services Manager

Ext: Ex 7328

**Appendices attached
to report:**

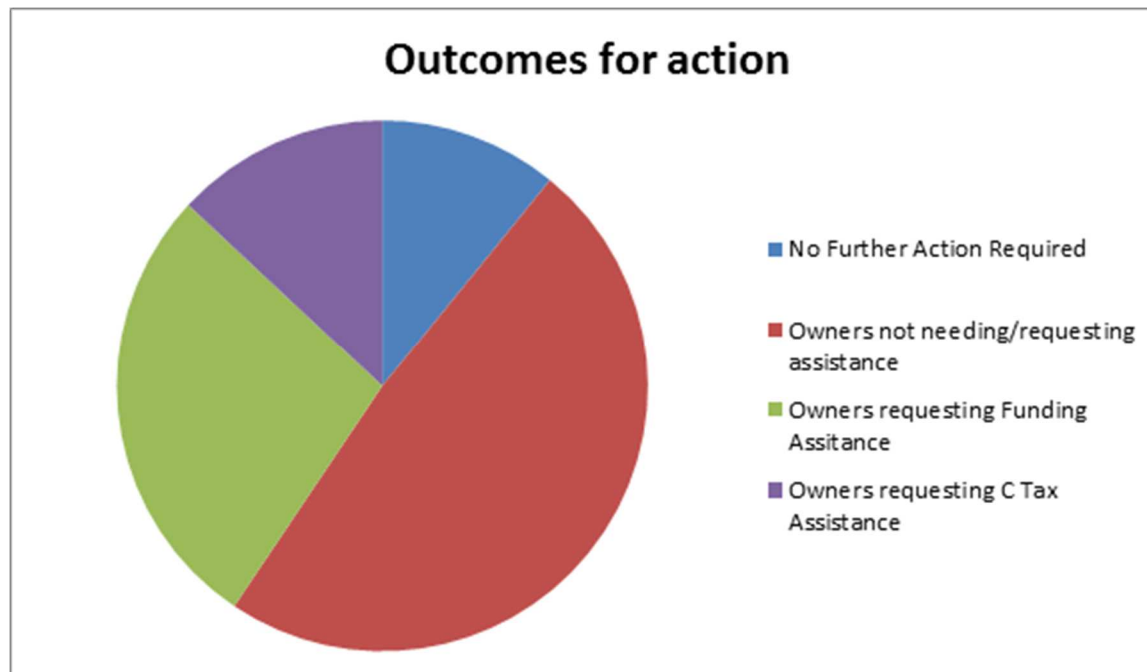
Note: in compliance with section 100d of the Local Government Act 1972 the report has been prepared in part from the following papers:

- None

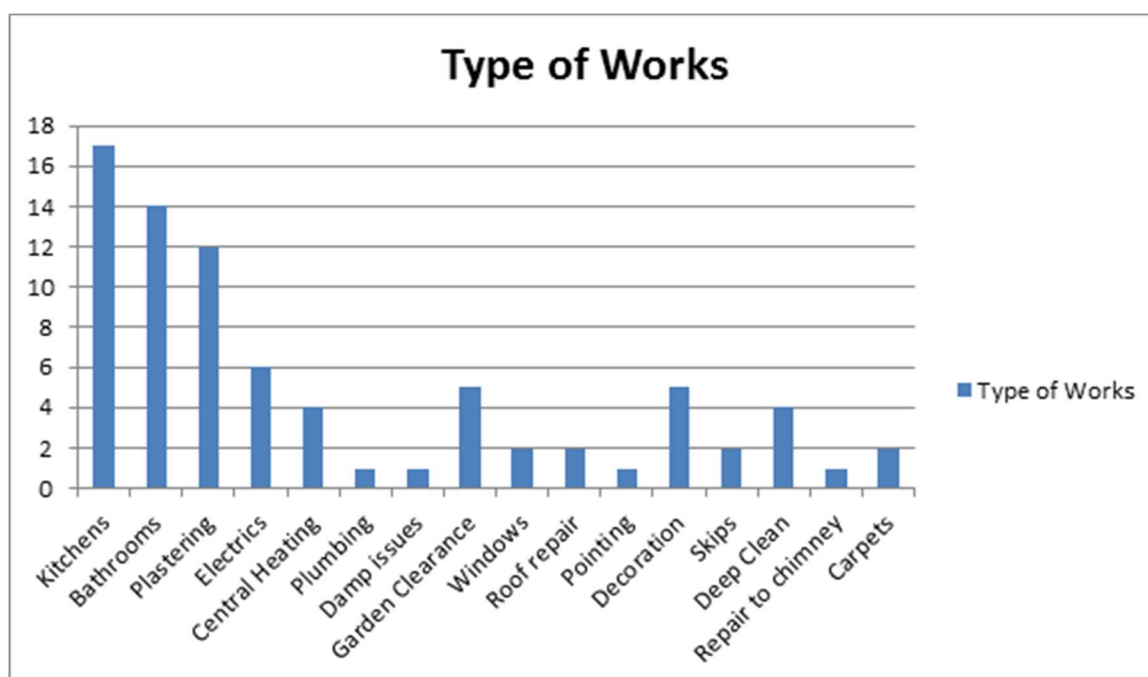
Appendix 1

Figures taken 2018- 2019

For reference, this information was gathered from information sent to 360 'long term' empty home owners which resulted in a return of 118 responses.



Type of work	Amount of requests	Comments
Plastering	12	Including re-instatement of complete ceilings
Electrics	6	Rewire or installation condition check
Central Heating	4	
Plumbing	1	
Mains water connection	1	
Garden Clearance	5	In some cases clearing overgrown gardens
Windows	2	
Kitchens	17	
Bathrooms	14	
Damp issues	1	
Roof repair	2	
Pointing	1	
Decoration	5	
Skips	2	
Deep clean	4	
Repair to chimney	1	
Carpets	2	
Road cordon	1	
Hard standing	1	To provide parking area off main road (A69)



Economic Growth Scrutiny Panel

Agenda
Item:

A.3

Meeting Date: 17 October 2019
Portfolio: Economy, Enterprise and Housing
Key Decision: No
Within Policy and Budget Framework: Yes
Public / Private: Public

Title: Economic Growth Strategy – Updated Context
Report of: Corporate Director of Economic Development
Report Number: ED 34/19

Purpose / Summary:

To update the Panel on the context within which the Council's Economic Growth Strategy is being progressed and to present and invite comments on emerging priorities.

Recommendations:

To note the updated economic context within which the emerging Economic Growth Strategy is being progressed and scrutinise the emerging priorities.

Tracking

Executive:	
Scrutiny:	17th October 2019
Council:	

1. BACKGROUND

- 1.1** It has been some time since Carlisle has had a dedicated Economic Growth Strategy. Whilst other strategies such as the Carlisle District Local Plan have provided clear direction in the interim, there has been a desire over the recent past to prepare an Economic Growth Strategy.
- 1.2** The purpose of the Economic Growth Strategy will be to direct resources, efforts and effectively bring partners together to address economic challenges and build on Carlisle's strengths. In broad terms the likely vision for such a strategy will be to aid the creation of a strong and resilient Carlisle economy, where growth benefits everybody across the district and is achieved in an increasingly 'green' manner (i.e. more alive to a need to respond to climate change and via the more sustainable use of natural resources).
- 1.3** It has proved difficult to progress an Economic Growth Strategy in the recent past given significant uncertainties at a strategic (macro) economic level. This includes Cumbria Local Enterprise Partnership's response to the Governments Industrial Strategy and the emergence of the Borderlands Inclusive Growth Deal. Efforts over the recent past have instead been focussed on positively influencing these 'macro' economic policies, the aim of which has been to create the right conditions and opportunities for Carlisle's economy to grow and flourish across future years. Complementing this has been the establishment of key development opportunities including Kingmoor Park Enterprise Zone and St Cuthbert's Garden Village.
- 1.4** To help better understand economic challenges and opportunities, a robust local evidence base has been developed in parallel with these efforts. This has included a study by Regeneris Consulting in 2017 which has provided an updated economic baseline as well as exploring the identification of future growth opportunities linked to existing and aspirational sectors. A study by Lambert Smith Hampton in 2018 (Housing market Demand and Capacity Assessment) looked in greater detail at forecast job growth and the alignment between these and the demand for new homes. More recently (August 2019) a Cumbria wide study has commenced to consider the potential employment land needs of Cumbria up to 2033 including the identification of priority sites.
- 1.5** This paper presents a summary of the context within which Carlisle's Economic Growth Strategy will emerge, and presents emerging priorities for the strategy upon which comments are invited.

2.0 WIDER ECONOMIC CONTEXT

- 2.1** It is important to highlight that in developing the Economic Growth Strategy careful regard needs to be afforded to the wider economic context within which it will operate. This is necessary to ensure priorities where possible align with those higher level priorities and importantly funding and investment opportunities.

2.2 Local Industrial Strategy

Following the publication of the UK Industrial Strategy in late 2017, Cumbria Local Enterprise Partnership (LEP) have embarked upon the preparation, as required by Government, of a Local Industrial Strategy (LIS). The LIS, which is now at a well-progressed stage of its development, will replace the current Strategic Economic Plan and in doing so set a clear framework for investment decisions across Cumbria.

- 2.3** The national Industrial Strategy aims to drive increased levels of productivity and earning power in the UK. It focuses on five key elements of productivity:

- Ideas
- People
- Infrastructure
- Business environment
- Places

Cumbria's LIS is required to take forward these ideas at the local level, with the strategies intended as a key mechanism to consider local challenges and opportunities.

- 2.4** A final draft of the Cumbria LIS was submitted to Government for their review in March 2019. The vision at the heart of the document is that Cumbria should be:

“The place to live, work, visit and invest sustainably – where exceptional industry and innovation meets a breathtakingly beautiful and productive landscape.”

- 2.5** The vision is focused on ensuring that Cumbria can make the best use of its assets to drive a thriving economy rooted in local distinctiveness. There are five strategic objectives that sit under the vision in the LIS. These are:

- Grow the local talent pool – improve skills and attract new workers
- Improve productivity, innovation and enterprise
- Create a more balanced economy

- Residents contribute by sharing prosperity and opportunity
- Improving connectivity – both transport and digital connectivity

2.6 Borderlands Inclusive Growth Deal

The Borderlands region comprises the five local authority areas of Carlisle City, Cumbria County, Dumfries and Galloway, Northumberland County and Scottish Borders. The Borderlands authorities have been working together since 2014 to develop a strong working relationship, and a joint strategy to secure investment for priority projects that will accelerate economic growth for the benefit of individuals, businesses and communities across the region.

2.7 The Deal includes a package of investment of up to £350m from the UK and Scottish Governments over 10-15 years, of which, £200m is for Cumbria and Northumberland. The agreed Heads of Terms broadly reflects the proposal that was put forward to Government in September 2018 and although there is in principle support to the projects and programmes in the Heads of Terms, all funding is subject to business case approvals.

2.8 The Borderlands economy has three main challenges: narrowing the productivity gap; increasing the working age population and delivering inclusive growth. Tackling inequalities is at the ‘heart’ of the Borderlands Inclusive Growth Deal whose aim is to drive growth that combines increased prosperity with greater equality, creates opportunities for all, and distributes the benefits of increased prosperity fairly.

2.9 Four investment themes were designed and developed by the five Borderlands partner authorities designed to address these three main challenges:

1. Improving Places - targeting investment in places that will help boost economic activity
 - Place Programme – Investment to stimulate the repurposing and reinvention of towns and centres across the Borderlands area to create places that are economically vibrant, resilient to change and that attract a working age population.
 - Destination Borderlands – Investment to raise the profile and appeal of the Borderlands as a place to visit and support the delivery of new visitor attractions.
2. Enabling Infrastructure – targeting investment to improve connectivity and accessibility
 - Borders Railway Extension Feasibility Study

- Digital Borderlands – Investment in improving digital and mobile connectivity across the whole region. In dispersed rural areas, digital and mobile connectivity is recognised as a significant barrier to growth. This programme will seek to directly address this challenge through investing in the infrastructure required to enable businesses and communities to remotely access services and markets.
 - Carlisle Station Gateway – Investment to create a new high-profile gateway development for Carlisle centred around the Railway Station, the Citadel buildings and Caldew Riverside that will boost economic prosperity by attracting people to live, study and work in the area.
3. Supporting Business, Innovation and Skills – targeting investment to enable innovation and business growth
 - Business Infrastructure Programme – Investment in sites and premises across the Borderlands region.
 - Rural Innovation and Skills – Investment to boost rural productivity and support rural sectors, including investment to help improve the skills available for the tourism sector and visitor economy; Forestry Innovation Centre.
 4. Encouraging Green Growth – targeting investment in green energy and maximising the natural resources of the area
 - Energy Investment Company – Investment in local feasibility and demonstrator energy projects delivered by a Borderlands Energy Investment Company.
 - Natural Capital Innovation Zone – Linked to the Innovation Centres for Dairy and Forestry, this designation will present opportunities to introduce new ways of working.

2.10 Brexit

There remains ongoing uncertainty regarding the economic and particularly funding landscapes post Brexit. All political parties are committed to the creation of a “successor fund” to replace European Structural and Investment Funds (ESIF) when and if the UK leaves the European Union.

2.11 The government is currently focused on the creation of a UK Shared Prosperity Fund (UKSPF), which is *“specifically designed to reduce inequalities between communities across our four nations”* and to *“help deliver sustainable, inclusive growth based on our modern industrial strategy”*. The Government’s manifesto states that the fund will *“be cheap to administer, low in bureaucracy and targeted where it is needed most”*. However, there remains great uncertainty about the exact nature of any successor fund: how much it will be, its purpose and structure.

2.12 The UK is in receipt of two main funds. The European Regional Development Fund (ERDF) focuses on place, promoting balanced development in the different regions

of the EU. The European Social Fund (ESF), meanwhile, focuses on people - supporting employment-related projects and investing in human capital. The government has vowed to keep in place current arrangements until they expire in 2020.

- 2.13** Administration of the Shared Prosperity Fund is promised to be simpler than for EU funds, with forthcoming Local Industrial Strategies a key mechanism for identifying and prioritising funding needs. This acts to emphasise the need to ensure Carlisle's Economic Growth Strategy aligns with the LIS.

3. CARLISLE ECONOMIC PROFILE

- 3.1** Carlisle has a prosperous economy which is already home to many international and successful brands. The locational advantages and skilled workforce have helped to power thriving engineering, manufacturing and logistics industries with the presence of Pirelli, Nestle, McVitie's and Eddie Stobart being testament to this. Carlisle's active business base is around 6,000, employing approximately 55,000 people which represent 25% of Cumbria's total workforce. 99.5% of Carlisle's businesses are defined as Small and Medium Enterprises (SMEs) which are categorised as those which employ less than 250 employees.
- 3.2** 80% of Carlisle's population is considered economically active. A 3% increase in the number of employees was observed in Carlisle between 2010 and 2015, supporting that there is job growth in the economy. The LSH Housing Market Demand and Capacity Assessment envisages a growth in the total economically active resident population (those aged between 18 and 64) of 8,639 people by 2030 against a 2016 baseline, representing a 15% increase.
- 3.2** In 2015, East Cumbria (Carlisle, Eden and South Lakeland local authority areas combined) generated £6 billion in Gross Value Added¹. This accounts for 54% of Cumbria's £11.2 billion total. Although data is not available at a local authority level, as East Cumbria's largest economy, Carlisle is likely to be the key contributor and is therefore performing relatively well.
- 3.3** Key sectors where Carlisle has a competitive advantage relative to other areas, exhibiting both absolute and relative strength, serving a wider geographic market and the ability to add value to the Carlisle economy through generating growth in sectors with high levels of productivity, include:
- Manufacturing

¹ **Gross Value Added** (GVA) is the measure of the **value** of goods and services produced in an area, industry or sector of an economy.

- Logistics and storage
- Agriculture and Related Services
- Construction

3.4 Carlisle also has a number of Enabling Sectors, tied to the city's role as a sub-regional centre and employment offer which presents an opportunity for reinforcement to realise latent potential. These sectors are large in absolute employment terms and command a relatively high share of employment in Carlisle. They are not necessarily high value in terms of Gross Value Added but they play a crucially important role in terms of meeting the needs of a growing and ageing population. These are: Sub-regional Retail and Leisure, Health and Social Care and Professional and Business Services.

3.6 In terms of aspirational sectors for Carlisle's economy, Digital and Creative are sectors where Carlisle does not have a notable strength or specialism. There is however an opportunity to nurture growth in these sectors in Carlisle for a number of reasons: they have and are set to continue to experience rapid growth nationally, there is significant potential presented by the strength of arts and creative provision at the University of Cumbria, and the anticipated growth in young people stemming from a step-change in demographics linked to planned housing growth and particularly St. Cuthbert's Garden Village.

3.7 Drawing on the evidence Carlisle has a number of economic strengths as follows:

- Large sphere of influence and labour pool catchment, reflecting its sub-regional role at the heart of the Borderlands geography;
- Excellent strategic connectivity positioned on the M6 and with a principal station on the West Coast Mainline;
- Emergence of Carlisle Lake District Airport as a regional airport;
- A number of world-leading businesses in our key sectors;
- Thriving visitor economy and proximity to world class environmental and cultural assets;
- Vibrant City Centre and rural market towns offer;
- Year on year growth in visitor numbers, dwell time and associated expenditure;
- High levels of employment;
- Higher rate of business start up survival – 27% compared to UK average of 22%
- High entrepreneurial spirit with more people self-employed on average in Carlisle than in England and the Northern Powerhouse. [On average it made up 18% in 2016 compared to England's 14% and the Northern Powerhouse's 12%].
- Positive trends of strong local business growth;

- High quality of life;
- Home to the University of Cumbria and Carlisle College which serves a large catchment;
- Land availability and financial incentives associated with Kingmoor Park Enterprise Zone; and
- Long term strategic growth potential via St Cuthbert's Garden Village.

3.8 In contrast, the District also faces a number of significant economic challenges. Without intervention it is likely that some of these challenges will worsen over time, creating an underperforming and unsustainable local economy. Such challenges include:

- Carlisle's population is aging faster than the national average, resulting in a declining economically active workforce which is projected to prevail.
- Carlisle's economy is heavily weighted towards lower value industries such as retail, wholesale and public services [37% of employees work in these sectors compared to England 32%];
- Below average productivity – Carlisle's economy is not productive enough due to the composition of the business base being heavily weighted towards lower value sectors.
- A higher share of residents are employed in precarious forms of employment (agency, fixed term, seasonal and casual);
- Below average representation of higher level skills and occupations relative to England;
- Cumbria faces a stark challenge when it comes to skills. The Skills Investment Plan estimates that Cumbria will need to fill 80,300 jobs by 2021;
- Lower median annual wage compared to England and Cumbria, £23,300 compared to English average at £28,500 (18%) and Cumbria (14% lower) at £27,000.
- Pockets of poor broadband coverage, particularly in the rural north east of the district;
- Exporting – Just over one in five (22%) businesses in Cumbria currently export with 15% of all sales from Cumbria going to the EU and 11% outside of the EU.
 - Of the businesses that export, just 7% have seen an upswing in export orders over the past year with 8% seeing a fall (BMG Research, Cumbria Business Survey, 2015/2016).
- Poor trends of inward investment from outwith Carlisle's catchment;
- Rapidly increasing national trends of home working and demand for flexible workspace with a corresponding projected reduction in corporate real estate.

- 3.9** It is important that the evidence base is kept under review particularly given the time lags associated with key economic statistics flowing from national datasets.

4. STRATEGIC PRIORITIES

- 4.1** A principal aim of the economic strategy will be to identify interventions to make the most of Carlisle's strengths and opportunities and to address the known challenges as far as is possible. Consideration of these has given rise to a number of strategic priorities, around which more specific interventions can be grouped, as follows:

- **Raising Carlisle's profile** – principally through interventions focussed on branding and promotion, highlighting Carlisle as a great place to do business and as a visitor destination
- **Enhancing Carlisle's role as a regional capital** – principally through specific projects focussed on regenerating key sites and enhancing infrastructure assets as well as programmes centred on enhancing city centre vitality and resilience
- **Growing the Workforce** – principally through sustaining housebuilding levels, including affordable home delivery, to accommodate a growing workforce, as well as efforts to retain and attract more people of working age to pursue a career in Carlisle and/or its catchment.
- **Transitioning to a 'Smart' and 'Green' economy** – principally through delivery of transformative digital infrastructure, responsive interventions to increased trends of home and flexible workspace and the exploration and implementation of programmes which support a transition to zero carbon energy networks and activities, the more sustainable use of natural resources and waste reduction.
- **Ensuring the benefits from growth reach all** – principally through ensuring no one is excluded from the benefits growth of the economy gives rise to, with a specific focus on Carlisle's large rural hinterland and known areas of economic inequality such as worklessness.

- 4.2** Depending on the outcomes of Brexit, a further priority focussed on supporting the transition to a post Brexit economy may emerge. It is however likely that many of the actions associated with this would be most effectively pursued at a Cumbria level coordinated via Cumbria LEP, reflecting that many of the perceived effects, including those for example relating to agriculture and land-based enterprise, would be generic across the sub-region.

5. RISKS

- 5.1** At this stage in the strategy's development risks are limited. Notwithstanding an emerging strong sub-regional economic framework in the context of the

Borderlands Inclusive Growth Deal and Cumbria Local Enterprise Partnership's Local Industrial Strategy, the preparation of a local Economic Growth Strategy is still considered entirely appropriate. This reflects the strategy's importance in helping to prioritise the Council's resources as well as conveying a confidence to external agencies and investors that there is a clear plan in place for the growth of Carlisle – of elevated importance in a post Brexit landscape.

- 5.2** The opportunity should be taken to ensure that the Carlisle Economic Growth Strategy is as robust as possible and endures across an appropriate time period. Given that both the Borderlands Inclusive Growth Deal and Local Industrial Strategy are intended to have a 10 year time horizon, the opportunity should be taken for the Carlisle Economic Strategy to employ a longer term view as opposed to being prematurely finalised. Prevailing Brexit uncertainties are also relevant in this regard.

6. CONSULTATION

- 6.1** The scope and hence priorities of the Economic Growth Strategy have been subject to previous input from the Economic Growth Scrutiny Panel across 2018. There has also been ongoing engagement with the business community and relevant stakeholders on key economic issues in the context of related work.
- 6.2** Carlisle Ambassadors continues to attract in excess of 200 local businesses at events, with the Corporate Director of Economic Development delivering an update on the projects and initiatives that the City Council have been involved in to strengthen Carlisle's economy. This raises awareness of such work and key issues, and crucially stimulates very valuable debate and feedback.
- 6.3** In relation to the Borderlands Inclusive Growth Deal, a wide range of stakeholder engagement has been carried out as part of the pre-deal development phase with further activities planned post heads of terms having been signed and as business cases for key projects and programmes are being developed.
- 6.4** Cumbria LEP has consulted extensively across the past 18 months to aid the development of the Cumbria Local Industrial Strategy. Carlisle's active involvement in the LEP governance structure also presents access to live intelligence on strategic and sector specific economic opportunities and challenges.
- 6.5** Finally the Panel will also be aware of the significant engagement that has and continues to occur on St Cuthbert's Garden Village with the draft concept proposals deliberately stimulating discussion on future employment land supply, job growth and the available labour supply.

7. CONCLUSION AND REASONS FOR RECOMMENDATIONS

- 7.1** An understanding of the economic context within which the Carlisle Economic Growth Strategy is to be progressed is of significant importance in understanding the action needed locally to respond to opportunities and challenges. With increased certainty about wider economic policies now in place, and adequate internal resources to do so, the timing is now opportune to progress a dedicated Economic Growth Strategy for Carlisle.
- 7.2** The Panel have to date provided valuable feedback which has genuinely helped to contribute to the positive evolution of early thinking on the Economic Growth Strategy and the creation of the favourable conditions within which a strategy can now be progressed. Scrutiny of the updated scope of the strategy, prior to the preparation and presentation of a draft, will aid its robustness.

8. CONTRIBUTION TO THE CARLISLE PLAN PRIORITIES

- 8.1** The development of an Economic Strategy contributes directly towards achieving the Vision of the Carlisle Plan *‘To improve the...economic prosperity of the people of Carlisle’, and ‘further establish our position as the regional centre and focus for investment’*. It also contributes towards its Priority to *‘Support business growth and skills development to improve opportunities and economic prospects for the people of Carlisle’*.

Contact Officer: Garry Legg

Ext: 7160

**Appendices
attached to report:**

Note: in compliance with section 100d of the Local Government Act 1972 the report has been prepared in part from the following papers:

- **None**

Report to Economic Growth Scrutiny Panel

Agenda
Item:
A.4

Meeting Date: 17 October 2019
Portfolio: Leader
Key Decision: Yes: Recorded in the Notice Ref:KD19/19
Within Policy and Budget Framework
Public / Private Public

Title: BORDERLANDS COLLABORATION AGREEMENT
Report of: Corporate Director of Economic Development
Report Number: ED.33/19

Purpose / Summary:

The report outlines the provisions of the Collaboration Agreement, which sets out the Governance structure to facilitate the relationships between the five participating local authorities in the Borderlands Partnership in order to effectively manage the delivery of the Borderlands Inclusive Growth Deal. The Chairman of the Economic Growth Scrutiny Panel requested that the report be submitted to the Panel to allow Members to have a better understanding of the Collaboration Agreement and enable stronger scrutiny of the subject going forward.

Recommendations:

That the Panel receive the report.

Tracking

Executive:	
Scrutiny:	
Council:	

Report to Executive

**Agenda
Item:**

Meeting Date: 14 October 2019
 Portfolio: Leader
 Key Decision: Yes: Recorded in the Notice Ref: KD19/19
 Within Policy and Budget Framework No
 Public / Private Public

Title: BORDERLANDS COLLABORATION AGREEMENT
 Report of: Corporate Director of Economic Development
 Report Number: ED33/19

Purpose / Summary:

The report outlines the provisions of the Collaboration Agreement, which sets out the Governance structure to facilitate the relationships between the five participating local authorities in the Borderlands Partnership in order to effectively manage the delivery of the Borderlands Inclusive Growth Deal.

Recommendations:

It is recommended that the Executive

1. Consider and endorse the proposed governance structure and provisions set out in the Collaboration Agreement (attached at Appendix 1) and recommend it to Council for approval.
2. Council be requested to delegate authority to the Corporate Director of Governance and Regulatory Services to approve any subsequent amendments following consultation with the Corporate Director of Economic Development and the Leader. For the avoidance of doubt, if any change is, in the opinion of the Leader, significant or substantial, this delegation will not apply.

Tracking

Executive:	14 October 2019
Scrutiny:	
Council:	

1. BACKGROUND

- 1.1 The Borderlands Partnership ('the Partnership') comprises of five participating local authorities: Carlisle City Council, Cumbria County Council, Dumfries and Galloway Council, Northumberland County Council and Scottish Borders Council. Since 2014 the Partnership has been working to develop a joint strategy to secure investment for priority projects that will accelerate economic growth for the benefit of individuals, businesses and communities across the region.
- 1.2 The Partnership submitted the proposal for the Borderlands Inclusive Growth Deal ('the Growth Deal') to both UK and Scottish Governments in September 2018. In March 2019, both Governments confirmed their funding commitment to the Deal.
- 1.3 The Heads of Terms announcement for the Growth Deal was made on 1st July 2019. This includes a commitment to a £350m package of projects and programmes, but the release of funding is conditional on business cases being approved and agreement of a Final Deal.
- 1.4 To reach Final Deal, it is understood that the following needs to be in place:
 - a) Approved business cases
 - b) Governance arrangements
 - c) Implementation Plan
 - d) Financial Plan
 - e) Monitoring and Evaluation Framework
 - f) Communications Protocol

2. PROPOSALS

- 2.1 The Partnership have been working with the legal firm Burness Paul on the development of a Collaboration Agreement that will provide the governance structure to facilitate the relationships between the five participating local authorities.
- 2.2 The Collaboration Agreement will commit the five participating local authorities to work together in setting the strategy and exercising oversight and overall control in relation to delivery of the Growth Deal and in doing so, to give effect to decisions taken at each of the various levels within the governance structure.
 - 2.2.1 The Draft Collaboration Agreement is provided as Appendix 1. The Agreement is based on the governance framework set out in Section 2 and covers the main constituent elements of the governance structure at the strategic, programme management and delivery levels:

Strategic structure

- Borderlands Partnership Board
- Economic Forum
- Chief Executives' Group
- Finance Directors' Group
- Economic Development Directors' Group

Programme Management structure

- Programme Management Office
- The Accountable Bodies

Delivery structure

- Programme Boards
- Project Delivery Board

- 2.3 The Collaboration Agreement places decision-making at the strategic level with the Partnership Board, consisting of the Leaders of the five participating local authorities plus one individual nominated by the Economic Forum. Decision-making by the Partnership Board will also be supported by the Chief Executives', Finance Directors' and Economic Development Directors' groups.
- 2.4 At the programme management level, the Programme Management Office ('PMO') will be responsible for supporting the programme governance, project processes and day to day management of the Growth Deal programme. The PMO will report to the strategic decision-making structure and escalate to the Partnership Board any major issues such as serious cost overruns on projects. As the Partnership is a non-statutory body, an accountable body is required to manage funding from Scottish and UK governments. Dumfries and Galloway Council will have the role of accountable body as regards the Scottish Government funds and Northumberland County Council will have the role of accountable body as regards the UK Government funds.
- 2.5 Governance at the delivery level will comprise of Programme Boards and Project Delivery Boards. The Programme Boards will have representation from key public and private sector partners and will manage the delivery of the six overarching key programmes (Digital, Energy, Place, Business, Skills & Innovation and Infrastructure) and will report to the strategic decision-making structure. The Project Delivery Boards will report to the programme management structure and will oversee delivery of discrete projects such as the Innerleithen Mountain Bike Innovation Centre, Carlisle Station Gateway and Citadels, Chapelcross, and Berwick Theatre and Conference Centre.

3. CONSULTATION

- 3.1 The Chief Executives and Leaders of all five participating local authorities have been involved in preparation of the Collaboration Agreement.
- 2.2 The provisions of the Collaboration Agreement have also been considered by this Council internally, involving the Corporate Director of Governance and Regulatory Services, the Corporate Director of Finance and Resources, the Corporate Director of Economic Development and the Legal Services Manager.

4. CONCLUSION AND REASONS FOR RECOMMENDATIONS

- 4.1 The Partnership considers that the benefits of the Growth Deal will only be maximised if the five participating local authorities collaborate with each other in performing the tasks associated with oversight and delivery.
- 4.2 The Scottish and UK Governments require the establishment of a sound governance structure as part of the assurance framework in order to reach Full Deal. The Borderland Partnership authorities intend that this Collaboration Agreement should fulfil this requirement.
- 4.3 The provisions and framework set by this Collaboration Agreement represents the best means of ensuring that a robust governance framework is in place with regards to oversight and delivery of the Growth Deal. On this basis it is recommended that the Executive:
- Consider and endorse the proposed governance structure and provisions set out in the Collaboration Agreement (attached at Appendix 1) and recommend it to Council for approval.
 - Council be requested to delegate authority to the Corporate Director of Governance and Regulatory Services to approve any subsequent amendments following consultation with the Corporate Director of Economic Development and the Leader. For the avoidance of doubt, if any change is, in the opinion of the Leader, significant or substantial, this delegation will not apply.

5. CONTRIBUTION TO THE CARLISLE PLAN PRIORITIES

- 5.1 The Growth Deal and its component programmes and projects contribute to all five of the Carlisle Plan priorities:
- P1: Supporting business growth and skills development to improve opportunities and economic prospects for the people of Carlisle
- P2: Further develop sports, arts and cultural facilities to support the health and well-being of our residents
- P3: Improving the quality of our local environment and green spaces so that everyone can enjoy living, working and visiting Carlisle
- P4: Address current and future housing needs to protect and improve residents' quality of life
- P5: Promoting Carlisle regionally, nationally and internationally as a place with much to offer - full of opportunities and potential.

Contact Officer: Steven Robinson

Ext: 7535

**Appendices
attached to report:**

Appendix 1 – Draft Borderlands Collaboration Agreement

Note: in compliance with section 100d of the Local Government Act 1972 the report has been prepared in part from the following papers:

- None

CORPORATE IMPLICATIONS:

LEGAL – The proposed Collaboration Agreement is pursuant to section 1 of the Localism Act 2011 which provides that the Council, subject to some limitations, has the power to do anything that individuals generally may do, such power being known as the ‘general power of competence’.

FINANCE – This collaboration agreement sets out the governance arrangements to support the Borderlands Growth Deal and details the relationships between the respective partners. In terms of any future financial support required from the Council for the individual projects, these projects are still subject to detailed business cases and therefore no funding has, as yet, been included within the MTFP. Contributions to support the PMO and the Council’s Borderland Project Officer have been included with the budget on a non-recurring basis, and any additional resources will have to be considered as part of the 2020/21 budget process.

EQUALITY –

INFORMATION GOVERNANCE –

COLLABORATION AGREEMENT

among

CARLISLE CITY COUNCIL

CUMBRIA COUNTY COUNCIL

DUMFRIES AND GALLOWAY COUNCIL

NORTHUMBERLAND COUNTY COUNCIL

and

SCOTTISH BORDERS COUNCIL

BORDERLANDS INCLUSIVE GROWTH DEAL

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COLLABORATION AGREEMENT

among

- (1) **CARLISLE CITY COUNCIL** established under the Local Government Act 1972 and having its principal office at Civic Centre, Carlisle, Cumbria, CA3 8QG (“**CaCC**”);
- (2) **CUMBRIA COUNTY COUNCIL** established under the Local Government Act 1972 and having its principal office at Cumbria House, 117 Botchergate, Carlisle CA1 1RD (“**CuCC**”);
- (3) **DUMFRIES AND GALLOWAY COUNCIL** established under the Local Government etc. (Scotland) Act 1994 and having its principal office at Council Offices, English Street, Dumfries, DG1 2DD (“**DGC**”); and
- (4) **NORTHUMBERLAND COUNTY COUNCIL** established under the Local Government Act 1972 and having its principal office at County Hall, Morpeth, NE61 2EF (“**NCC**”); and
- (5) **SCOTTISH BORDERS COUNCIL** established under the Local Government etc. (Scotland) Act 1994 and having its principal office at Council Headquarters, Newtown St Boswells, Melrose, Scottish Borders, TD6 0SA (“**SBC**”)

(CaCC, CuCC, DGC, NCC and SBC being together referred to as the “**Participating Authorities**”)

BACKGROUND:

- (A) The Participating Authorities have been working in partnership to develop proposals for a Growth Deal (known as the “Borderlands Inclusive Growth Deal”) to unlock the potential for sustainable and inclusive economic growth across the combined area served by the Participating Authorities.
- (B) The Participating Authorities consider that the benefits of the Growth Deal, in promoting and improving the well-being of the respective areas served by the Participating Authorities (and the people within those areas), will only be maximised if they collaborate with each other in performing the public tasks associated with oversight and delivery of the Growth Deal; and they consider that collaboration, under the framework set by this Agreement, represents the best means to maximise the impact of the Growth Deal in achieving the objectives (which they have in common) underlying their participation in the Growth Deal.
- (C) It is anticipated that the formal documentation to put the Growth Deal in place [will be signed shortly]; and it is therefore appropriate that the provisions governing the collaborative arrangements among the Participating Authorities with regard to

oversight and delivery of the Growth Deal should be recorded in a formal Collaboration Agreement, in the interests of ensuring that a robust governance framework is in place.

- (D) The Participating Authorities intend that this Collaboration Agreement should fulfil the requirement to establish a sound governance structure as part of the Growth Deal Monitoring and Reporting Framework (as defined below) to be overseen by the Scottish City Region and Growth Deal Delivery Board.
- (E) CaCC, CuCC and NCC (in exercise of their powers under section 1 of the Localism Act 2011) and DGC and SBC (in exercise of their powers under section 20 of the Local Government in Scotland Act 2003) wish to enter into this Collaboration Agreement accordingly.

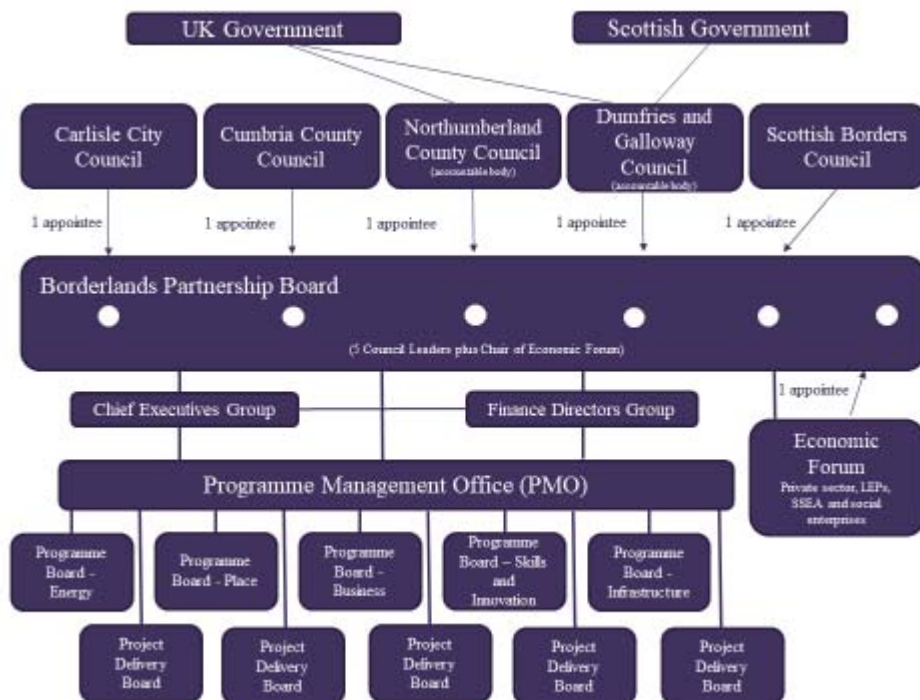
IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and principles of interpretation set out in Part 1 of the schedule annexed to this Collaboration Agreement shall apply throughout this Collaboration Agreement and throughout the Schedule.

2 GOVERNANCE FRAMEWORK

The governance framework in respect of the Growth Deal will involve the following elements:



3 PARTNERSHIP BOARD

- 3.1 The composition of the Partnership Board shall be as prescribed in Part 2A of the Schedule.
- 3.2 The remit of the Partnership Board is to provide strategic direction and exercise high level oversight and overall control, serving as the forum for joint decision-making at the highest level within the governance framework set by this Collaboration Agreement (but subject to clause 3.4) in relation to the delivery of the Growth Deal; in particular, the Partnership Board shall:
- 3.2.1 ensure that the delivery of the Growth Deal is carried out in a manner which aligns with the strategic objectives underlying the Growth Deal and so as to maximise impact in terms of furtherance of those objectives;
 - 3.2.2 retain a watching brief regarding changes in the wider environment, with a view to revisiting and refining the strategic objectives underlying the Growth Deal and/or the approaches taken to delivery, as required;
 - 3.2.3 receive reports from the Chief Executives' Group and the Finance Directors' Group and (through such reports) monitor and evaluate, at high level, progress with the Growth Deal Projects, as well as the impact of the Growth Deal in furthering the strategic objectives underlying the Growth Deal;
 - 3.2.4 exercise oversight at high level in relation to the use of the Growth Deal Programme Budget, and in particular to ensure that such funds are used in accordance with the conditions attaching to the Growth Deal Programme Budget and in line with principles of best value;
 - 3.2.5 ensure that there is full compliance at all times with the Monitoring and Reporting Framework;
 - 3.2.6 maintain an overview in relation to key risks associated with delivery of the Growth Deal, and ensure that proactive steps are taken to manage and mitigate such risks;
 - 3.2.7 ensure (to the extent that it is able to do so) that sufficient resources are made available within the PMO to enable the PMO to carry out its functions effectively and in a manner which allows delivery of the Growth Deal Projects to proceed in line with anticipated timescales;
 - 3.2.8 monitor the effectiveness of the Economic Forum, the Programme Boards and the Project Delivery Boards in carrying out their respective functions;
 - 3.2.9 seek to resolve any dispute or difference which may arise among the Participating Authorities from time to time in relation to any aspect of the Growth Deal (but without prejudice to the provisions of clause 19 (dispute resolution));
 - 3.2.10 retain a watching brief regarding other projects, initiatives and strategic developments outside the Growth Deal and, to the extent that it is able to do so, seek to ensure that:

- 3.2.10.1 the delivery of the Growth Deal aligns with the delivery such other projects and initiatives and with such other strategic developments; and
 - 3.2.10.2 the delivery of such other projects and initiatives, and the advancement of such other strategic developments, align with the delivery of the Growth Deal;
- 3.2.11 promote the Growth Deal; and
- 3.2.12 explore other areas for potential collaboration between and among the Participating Authorities; and
- 3.2.13 have such other roles and responsibilities as are referred to under the heading “Remit” in Part 2A of the Schedule.
- 3.3 In carrying out its work, the Partnership Board shall give due consideration to reports and recommendations issued by the Chief Executives’ Group and Finance Directors’ Group from time to time; as well as taking full account of reports and recommendations issued by the PMO, the Economic Forum, the Programme Boards and the Project Delivery Boards.
- 3.4 Subject to clause 3.5.5, the Partnership Board shall have no authority to implement, or direct the implementation of, any matter of the nature referred to in clause 3.5, without the prior written approval of each of the Participating Authorities.
- 3.5 The matters to which clause 3.4 shall apply are as follows:
 - 3.5.1 any financial commitments beyond those encompassed within the Growth Deal;
 - 3.5.2 any change in the PMO Host Employer or the Accountable Bodies;
 - 3.5.3 any amendments to this Collaboration Agreement or the Monitoring and Reporting Framework;
 - 3.5.4 any matter which would result in an Accountable Body being in breach of its obligations and/or legal duties under and in relation to the Growth Deal and/or the Monitoring and Reporting Framework;
 - 3.5.5 any matter outside of the Growth Deal which is wholly funded by a Participating Authority or Participating Authorities using funding which falls outside the Growth Deal Programme Budget; and
 - 3.5.6 any other matter where the Participating Authorities agree in writing that it should apply.
- 3.6 The proceedings of the Partnership Board shall be governed by the rules of procedure set out in Part 2B of the Schedule.
- 4 ECONOMIC FORUM**
- 4.1 The composition of the Economic Forum shall be as prescribed in Part 3A of the Schedule.

- 4.2 The remit of the Economic Forum is to provide an opportunity for wider stakeholders – with a particular focus on economic development agencies and the business community (including social enterprises) – to contribute towards maximising the impact of the Growth Deal in stimulating inclusive economic growth within the area served by the Growth Deal; in particular, the Economic Forum shall:
- 4.2.1 champion, co-ordinate and offer advice to the Partnership Board on priorities for skills, business growth and regeneration, and ensure that these are delivered in alignment with local needs and aspirations whilst delivering against the Growth Deal priorities;
 - 4.2.2 maintain appropriate channels of communication and escalate decisions as necessary with third party organisations;
 - 4.2.3 advise the Partnership Board on how best to engage with the business community regarding the Growth Deal;
 - 4.2.4 advise on economic priorities for the business communities across the Borderlands Region; and
 - 4.2.5 utilise business networks to promote and support the successful delivery of Growth Deal Projects.
- 4.3 The Chair of the Economic Forum shall, in addition to his/her functions in chairing meetings of the Economic Forum and taking the role of spokesperson in relation to communications issued on behalf of the Economic Forum, serve as a member of the Partnership Board.
- 4.4 The Chair of the Economic Forum (or, if he/she is unavailable, his/her substitute) will have the following remit, in his/her capacity as a member of the Partnership Board:
- 4.4.1 he/she must carry to the Partnership Board the perspectives of all of the members of the Economic Forum, not just her/his own views (or the interests of the specific industry grouping from which he/she was drawn);
 - 4.4.2 similarly, he/she is expected to convey to the Partnership Board any special interests or issues of concern arising from the different geographies falling within the Borderlands Region;
 - 4.4.3 he/she must convey to the Partnership Board the consensus or majority view (identified as such) reached by the Economic Forum in its own deliberations.
- 4.5 The proceedings of the Economic Forum shall be governed by the rules of procedure set out in Part 3B of the Schedule.

5 CHIEF EXECUTIVES' GROUP

- 5.1 The composition of the Chief Executives' Group shall be as prescribed in Part 4A of the Schedule.
- 5.2 The Chief Executives' Group shall:
- 5.2.1 support the Partnership Board in overseeing the delivery of the Growth Deal;

- 5.2.2 exercise oversight and direction in relation to the work of the PMO, including management of the PMO (primarily through management of the Growth Deal Manager) and monitoring its performance in carrying out its work;
 - 5.2.3 highlight to the Partnership Board key issues (whether for noting or decision) arising from the reports and recommendations issued from time to time by the PMO, and provide appropriate guidance and recommendations to the Partnership Board in relation to issues of that nature; and
 - 5.2.4 provide leadership in key themes and priorities of the Growth Deal in furtherance of and consistent with the policies and directions issued by the Partnership Board from time to time.
- 5.3 The Chief Executives' Group shall, at least five Business Days prior to each meeting of the Partnership Board, issue to the Partnership Board a report which shall describe in detail and provide commentary and recommendations regarding the work in delivery of the Growth Deal carried out since the period covered by the preceding report (or, in the case of the first meeting of the Partnership Board, since the date of this Agreement).
- 5.4 The proceedings of the Chief Executives' Group shall be governed by the rules of procedure set out in Part 4B of the Schedule.
- 6 FINANCE DIRECTORS' GROUP**
- 6.1 The composition of the Finance Directors' Group shall be as prescribed in Part 5A of the Schedule.
- 6.2 The remit of the Finance Directors' Group shall be to ensure financial probity, and address issues of risk and assurance, in relation to the delivery of the Growth Deal; in particular, the Finance Directors' Group shall:
- 6.2.1 support the PMO, the Chief Executives' Group and the Partnership Board in overseeing the Growth Deal's finances;
 - 6.2.2 support the Partnership Board in ensuring that financial plans are set having regard to, and in alignment with, the business cases approved by the UK Government and Scottish Government from time to time;
 - 6.2.3 ensure that the sums expended from the Growth Deal Programme Budget accord with the financial plan approved by the Partnership Board from time to time;
 - 6.2.4 consider quarterly financial reports, and escalate any significant risks to the Partnership Board through the Chief Executives' Group and, where the Finance Directors' Group considers it appropriate, directly to the Partnership Board;
 - 6.2.5 collate financial information across the various Growth Deal Projects, including performance against budget;
 - 6.2.6 take a proactive approach to the management of cash flow in respect of the Growth Deal as a whole;

- 6.2.7 provide financial information to the Accountable Bodies, in a manner which enables the Accountable Bodies to fulfil their respective responsibilities in this regard to the UK Government and/or (as applicable) the Scottish Government;
- 6.2.8 have such other roles and responsibilities as are referred to under the heading “Remit” in Part 5A of the Schedule
- 6.3 The proceedings of the Finance Directors’ Group shall be governed by the rules of procedure set out in Part 5B of the Schedule.
- 7 PROGRAMME MANAGEMENT OFFICE**
- 7.1 The composition of the PMO, as at the date of this Agreement, is as specified in Part 6 of the Schedule.
- 7.2 The Partnership Board shall keep the composition of the PMO under review, and shall recommend to the respective Participating Authorities such adjustments to the composition of the PMO as the Partnership Board may consider appropriate from time to time, whether to reflect changes in the volume of work requiring to be dealt with by the PMO as the Growth Deal progresses, the need for additional specialist expertise within the PMO, or otherwise.
- 7.3 Each of the Participating Authorities confirms that it recognises the significance of the PMO resource as a key factor in determining the pace at which delivery of the Growth Deal can proceed; and each of the Participating Authorities commits to giving due consideration to any request from the Partnership Board from time to time for additional resource within the PMO.
- 7.4 The PMO shall:
 - 7.4.1 act as the primary point of contact of the Participating Authorities with Scottish and UK Governments in respect of the Growth Deal;
 - 7.4.2 act as the primary point of contact between the decision making structures within the overall governance framework of the Growth Deal and the Accountable Bodies;
 - 7.4.3 manage the Growth Deal Operating Budget and report to the Chief Executives’ Group, the Finance Directors’ Group and the Accountable Bodies regarding performance against the Growth Deal Operating Budget (including appropriate explanations in relation to any variance as against the amount or timing of anticipated spend from that budget);
 - 7.4.4 manage the Growth Deal Programme Budget and report to the Chief Executives’ Group, the Finance Directors’ Group and the Accountable Bodies regarding performance against the Growth Deal Programme Budget (including appropriate explanations in relation to any variance as against the amount or timing of anticipated spend from that budget);
 - 7.4.5 have responsibility for overseeing and co-ordinating delivery of the Growth Deal Projects by the respective Delivery Partners;
 - 7.4.6 report to the Chief Executives’ Group, and through the Chief Executives’ Group to the Partnership Board;

- 7.4.7 liaise with and support the Finance Directors' Group, as appropriate;
- 7.4.8 provide administrative and secretariat support to the Partnership Board, the Economic Forum, the Chief Executives' Group, the Finance Directors' Group, the Programme Boards and the Project Boards, including the preparation, circulation and, where appropriate, publication of reports, agendas and minutes;
- 7.4.9 convey strategic decisions from the Partnership Board to the Economic Forum, the Programme Boards and the Project Boards;
- 7.4.10 give effect to decisions of the Partnership Board by putting in place funding agreements (in the name of the relevant Accountable Body), and transfers of funding, to Delivery Partners (including the preparation of legal agreements and co-ordinating their issue, execution and delivery by the relevant Accountable Body);
- 7.4.11 within delegated limits and in accordance with the PMO Host Employer's regulations, manage the procurement and appointment of external consultants to be funded by the Growth Deal Operating Budget, and (where requested on behalf of the relevant Delivery Partner) in relation to individual Growth Deal Projects;
- 7.4.12 escalate to the Finance Directors' Group and Chief Executives' Group (for onward referral to the Partnership Board and Accountable Bodies, where appropriate) any major issues such as serious cost overruns on Growth Deal Projects, which require a strategic view given the potential impact on the overall Growth Deal;
- 7.4.13 highlight at an early stage any issues of concern regarding performance on the part of individual Delivery Partners, so that appropriate remedial steps can be taken;
- 7.4.14 carry out an ongoing monitoring and recording role, assessing progress and spend across the respective Growth Deal Projects, which role shall include (without limitation):
 - 7.4.14.1 procuring, establishing and maintaining the Growth Deal management database to record all information relating to the Growth Deal which requires to be gathered and retained for the purposes of the Monitoring and Reporting Framework;
 - 7.4.14.2 maintaining and archiving all documentation relating to the Growth Deal ;
 - 7.4.14.3 providing appropriate post-approval support to Growth Deal Projects (e.g. arranging project inception visits);
 - 7.4.14.4 managing and undertaking the project claims and monitoring process in respect of Growth Deal Projects, including:
 - (a) processing Growth Deal Project claims and preparing such claims for approval and payment by the relevant Accountable Body in accordance with the approved payment procedures; and

(b) preparing Growth Deal Project reporting for Accountable Bodies for onward reporting to the UK and Scottish Governments and the Partnership Board;

7.4.14.5 managing and operating the frameworks and mechanisms (as determined from time to time by the Chief Executives' Group) in relation to financial management, risk management, programme, project and performance management in respect of the Growth Deal as a whole, including (without limitation) those expressly provided for under the Monitoring and Reporting Framework);

7.4.14.6 acting as the principal liaison with Programme Boards and Project Delivery Boards, and providing technical support to Delivery Partners and the Programme Boards as required (a) to develop the business case for programmes and projects (b) to co-ordinate the submission of such programme and project business cases to the UK and Scottish Governments; and generally ensuring efficient and co-ordinated delivery across the various strands represented by the overall Growth Deal;

7.4.14.7 managing communications (under the direction of the Chief Executives' Group as regards key messages), including the preparation and posting of material on the Growth Deal website and the issue of updates via social media; and

7.4.14.8 assisting with the implementation of stakeholder engagement strategies.

7.5 In carrying out its role, the PMO must use every effort to secure that decision-making at Partnership Board level is based on reliable, comprehensive and unbiased information; and similarly that decisions taken at Partnership Board level are implemented efficiently, effectively and without bias.

7.6 The staffing and operation of the PMO shall be governed by the provisions set out in Part 7 of the Schedule.

8 PROGRAMME BOARDS

8.1 The number of Programme Boards, and the core focus of each Programme Board, shall be as determined from time to time by the Partnership Board.

8.2 The composition of each of the Programme Boards shall be as prescribed from time to time by the Partnership Board.

8.3 Each of the Programme Boards has the role of providing strategic direction and leadership (in line with the policies and directions issued by the Partnership Board and Chief Executives' Group from time to time) for the programme assigned to it, with the purpose of ensuring effective management and development of that programme, including the delivery of the overall masterplan for that programme.

8.4 Within that overall role, the specific remit for each of the Programme Boards shall be as determined by the Partnership Board from time to time.

- 8.5 Each of the Programme Boards shall, in carrying out its role, give effect to the directions, strategies and policies set by the Partnership Board from time to time.
- 8.6 For the avoidance of doubt, the Partnership Board may (at its discretion) introduce an additional Programme Board, merge two or more Programme Boards and/or disband any Programme Board at any time.

9 PROJECT DELIVERY BOARDS

- 9.1 The number of Project Delivery Boards, and the core focus of each Project Delivery Board, shall be determined from time to time by the Partnership Board, in line with the relevant proposals for each Project in the form approved through the OBC Process.
- 9.2 The composition of each of the Project Delivery Boards shall be in accordance with the requirements of the relevant Project approval obtained through the OBC Process; and, subject to complying with such requirements, shall be as prescribed from time to time by the Participating Authority or Participating Authorities delivering the Project.
- 9.3 Each of the Project Delivery Boards has the general role of overseeing the delivery of the Growth Deal Project or Projects assigned to it; within that overall role, the specific remit for each of the Project Delivery Boards shall be as determined by the Partnership Board from time to time.
- 9.4 Each of the Project Delivery Boards shall, in carrying out its role, give effect to the directions, strategies and policies set by the Partnership Board from time to time.
- 9.5 For the avoidance of doubt, the Partnership Board may (subject to any new Project or a change to an existing Project or Projects being approved through the OBC Process) introduce an additional Project Delivery Board, merge two or more Project Delivery Boards and/or disband any Project Delivery Board at any time.

10 STAKEHOLDER ENGAGEMENT

- 10.1 The Participating Authorities acknowledge that stakeholder engagement is a key consideration in the context of the Growth Deal; the key mechanisms by which stakeholder engagement will be achieved are as follows:
- 10.1.1 by the holding of engagement events across the Borderlands Region, as appropriate;
 - 10.1.2 by providing regular communications about the progress of the Growth Deal using a variety of media;
 - 10.1.3 through involvement where appropriate in the Programme Boards and Project Delivery Boards;
 - 10.1.4 through the holding of meetings with individuals and groups of stakeholders as considered appropriate for the implementation of the Growth Deal.

11 ACCOUNTABLE BODIES

- 11.1 Dumfries and Galloway Council will have the role of accountable body as regards (a) the Scottish Government funding for the Growth Deal and (b) that part of the UK Government funding which relates to Growth Deal Projects physically located in Scotland.
- 11.2 Northumberland County Council will have the role of accountable body as regards that part of the UK Government funding which relates to Growth Deal projects physically located in England.
- 11.3 The role of the Accountable Bodies shall include:
 - 11.3.1 entering into legal agreements with the UK and Scottish Governments in respect of the Growth Deal;
 - 11.3.2 reporting to UK and Scottish Governments in accordance with the Monitoring and Reporting Framework.
- 11.4 The Participating Authorities acknowledge and agree that the following key principles shall apply as regards the two Accountable Bodies:
 - 11.4.1 the Accountable Body in each case will require to have confidence in the overall governance structure, to ensure that decision-making can be approached in a balanced and equitable way while respecting the responsibilities attaching to certain of the Participating Authorities as Accountable Bodies;
 - 11.4.2 the risks associated with the role of Accountable Body (vis-à-vis the Scottish and UK Governments) should be shared by all five Participating Authorities in accordance with clause 11.18;
 - 11.4.3 the transfer of Growth Deal funding from an Accountable Body through to the Participating Authority or Participating Authorities (or a Delivery Partner outwith the five Participating Authorities, if the funding is not routed through a Participating Authority) who is/are delivering a given Growth Deal Project will be dealt with via a grant mechanism or such other arrangement as may be agreed in writing among the Participating Authorities from time to time; and on the basis that the terms and conditions of the grant (or other arrangement) will be set out in a funding agreement between the relevant Accountable Body and the relevant Delivery Partner.
- 11.5 The Participating Authorities acknowledge and agree that a key part of the role of the Chief Executives Group, the PMO and the Finance Directors' Group shall be to support the Accountable Bodies in fulfilling their responsibilities as the accountable bodies in respect of the Growth Deal Programme Budget, including their responsibilities relating to monitoring, reporting and evaluation.
- 11.6 For the avoidance of doubt, the grant conditions associated with the provision of funding out of the Growth Deal Programme Budget to a Project Delivery Partner shall include:
 - 11.6.1 all relevant conditions attaching to the provision of the relevant funds by the UK Government and/or (as the case may be) the Scottish Government to enable the Accountable Bodies to comply with those conditions; and

- 11.6.2 such other conditions as may be approved by the Chief Executives' Group from time to time.
- 11.7 In any case where a single Growth Deal Project receives funding from both Accountable Bodies, the grant arrangements in respect of that Growth Deal Project shall be structured in such a way as to ensure that the relevant checks and balances take account of any differences which may apply under each strand of funding; subject to that, however, there should be commonality in the grant arrangements so far as possible.
- 11.8 Each Accountable Body shall maintain a separate account within its financial ledger to which all grant funding and other income relating to the Growth Deal shall be credited, and out of which all grant funding advanced to Delivery Partners for the purpose of delivery of Growth Deal Projects shall be debited.
- 11.9 Claims for payment out of the Growth Deal Programme Budget shall be submitted by a Delivery Partner to the PMO in the form of the Borderlands Growth Deal Grant Claim Form for review, assessment and processing by the PMO prior to forwarding to the Accountable Body for authorisation and payment; and (subject to clause 11.10) providing in each case the Accountable Body is satisfied, acting reasonably, that the Borderlands Growth Deal Grant Claim Form has been validly completed and includes all of the information required under the Monitoring and Reporting Framework and the claim is valid (by reference to the provisions of this Agreement, the provisions of the relevant funding agreement between the Accountable Body and the relevant Delivery Partner and such recommendations as the Chief Executives' Group may issue from time to time), the claim shall be paid by the Accountable Body to the relevant Delivery Partner in accordance with such timetable as may be approved from time to time by the Chief Executives' Group.
- 11.10 In the event of any dispute between the Delivery Partner which has submitted the claim and the Accountable Body in relation to the validity of a claim under clause 11.9, the matter will be determined by the Chief Executives' Group; the Accountable Body shall be bound to give effect to any such determination by the Chief Executives' Group accordingly (but on the basis, for the avoidance of doubt, that the indemnities under clause 11.20 shall apply).
- 11.11 The Accountable Bodies will draw down funds from the Scottish Government and UK Government on the following basis:
- 11.11.1 for Growth Deal Projects approved by the UK Government and/or Scottish Government prior to the signing of the Growth Deal, the grant will be paid via a section 31 Grant Determination by the UK Government to Northumberland County Council, as the Accountable Body for England and/or via grant-in-aid by the Scottish Government to Dumfries and Galloway Council, as the Accountable Body for Scotland; and on the basis that the profile of payments will reflect when grant is required by the Project Delivery Partner as indicated in the full business case (for the avoidance of doubt, no grant will be paid to Accountable Bodies in advance of need);
- 11.11.2 upon finalisation of the Growth Deal, grant monies will be paid to Accountable Bodies under the conditions of an Annual Grant Offer Letter, and on the basis that the profile of grant payments will reflect the multi year profile agreed for the Growth Deal

- 11.12 The Chief Executives' Group, supported by the PMO and the Finance Directors' Group, will be responsible for monitoring the financial expenditure associated with delivery of Growth Deal Projects, and in particular determining whether the expenditure in respect of any budget head exceeds the level for that budget head set in the financial projections for the relevant period set out in the relevant Business Case (including any adjusted version adopted from time to time where such adjusted version has the approval of the Chief Executives' Group).
- 11.13 In the event of the PMO becoming aware of any actual or prospective expenditure which causes or is likely to cause the level for any such budget head to be exceeded, the PMO shall notify the Chief Executives' Group, the Accountable Bodies and the Finance Directors' Group, who will review options for addressing the situation and thereafter issue appropriate directions to the relevant Delivery Partner.
- 11.14 Without prejudice to the provisions of clause 11.12, each Accountable Body shall maintain accurate and complete accounting records in respect of the Growth Deal Programme Budget and shall prepare and submit to the Chief Executives' Group (through the PMO) monthly financial reports in such form as the Chief Executives' Group may reasonably require; such financial reports will include up to date information on income and expenditure budgets and financial projections in respect of the Growth Deal Projects.
- 11.15 Each Accountable Body shall seek to manage cash flow in respect of the Growth Deal so as to minimise the amount of any cash shortfall and/or the period for which any such cash shortfall subsists; if particular cash flow difficulties emerge which cannot be fully managed on that basis, the Accountable Body will escalate the matter to the Chief Executives' Group as soon as reasonably practicable.
- 11.16 In order to minimise any cash shortfalls within the Accountable Bodies, as a principle, grant will be paid in arrears, based on defrayed expenditure, to Delivery Partners; on an exceptional basis, however, and where need can be justified, grant may be paid in advance to Delivery Partners which are not Participating Authorities.
- 11.17 If Accountable Bodies are required to borrow to facilitate cashflow in accordance with clause 11.16, the borrowing shall be undertaken at Public Works Loan Board rates, and the cost of borrowing shall form part of the Growth Deal Operating Costs.
- 11.18 Each Participating Authority located in Scotland (a **"Scottish Participating Authority"**) shall indemnify the Accountable Body located in Scotland in respect of any loss or liability incurred by that Accountable Body or any claim against that Accountable Body (including the costs of defending any such claim, and any award of expenses) to the extent that that loss, liability or claim arises out of, or in connection with, any breach by that Scottish Participating Authority of its obligations under this Agreement or its obligations under any funding agreement (in respect of sums advanced from the Growth Deal Programme Budget) between that Accountable Body and that Scottish Participating Authority;
- 11.19 Each Participating Authority located in England (an **"English Participating Authority"**) shall indemnify the Accountable Body located in England in respect of any loss or liability incurred by that Accountable Body or any claim against that Accountable Body (including the costs of defending any such claim, and any award of expenses) to the extent that that loss, liability or claim arises out of, or in connection with, any breach by that English Participating Authority of its obligations under this Agreement or its obligations under any funding agreement (in respect of

sums advanced from the Growth Deal Programme Budget) between that Accountable Body and that Scottish Participating Authority;; and

- 11.20 The Participating Authorities acknowledge and agree (without prejudice to the provisions of clauses 11.18 and 11.19) that any loss, liability or claim arising out of, or in connection with, the Accountable Bodies complying with their obligations under this Agreement in giving effect to joint decisions made within the governance framework set by this Collaboration Agreement should be shared among all Participating Authorities in the proportions set out in clause 12.1; and each of the Participating Authorities undertakes to indemnify each Accountable Body in respect of any such loss, liability or claim (including the costs of defending any such claim, and any award of expenses) to the extent required to give effect to that principle.

12 GROWTH DEAL OPERATING COSTS

- 12.1 The Growth Deal Operating Costs shall be borne by the Participating Authorities in the following proportions:

12.1.1 CaCC and CuCC (jointly) – 34.9%;

12.1.2 DGC – 24.3%;

12.1.3 NCC – 22.2%; and

12.1.4 SBC – 18.6%.

- 12.2 The following arrangements shall apply:

12.2.1 The PMO shall, not later than 31 October in each Financial Year, submit to the Chief Executives' Group a draft Growth Deal Operating Budget covering the five-year period commencing from the start of the immediately following Financial Year.

12.2.2 Following review of that draft Growth Deal Operating Budget, the Chief Executives' Group may decide to:

12.2.2.1 require the PMO to amend the draft Growth Deal Operating Budget and, thereafter, approve the revised draft Growth Deal Operating Budget; or

12.2.2.2 approve the draft Growth Deal Operating Budget without amendment.

12.2.3 The Chief Executives' Group shall, no later than 30 November in each Financial Year, submit the draft Growth Deal Operating Budget (as approved by the Chief Executives' Group), together with a calculation of the amount of the contribution to be made by each Participating Authority (in accordance with the proportions set out in clause 12.1), for approval by each of the Participating Authorities.

12.2.4 The Growth Deal Operating Budget shall be approved by each of the Participating Authorities in advance of each Financial Year during the period of this Agreement.

12.2.5 Each Participating Authority shall contribute its share (calculated in accordance with clause 12.1 above) of the Growth Deal Operating Budget to the PMO Host Employer in quarterly instalments payable on:

12.2.5.1 1 April;

12.2.5.2 1 July;

12.2.5.3 1 October; and

12.2.5.4 1 January in that Financial Year.

12.3 Where the PMO becomes aware of a variance from the Growth Deal Operating Budget in the form approved under paragraph 12.2.4:

12.3.1 in the event of an overspend position, the PMO shall report the matter to the Chief Executives' Group, the Finance Directors' Group and the Accountable Bodies as soon as possible (including all appropriate information to explain the overspend position), and on the basis that the Chief Executives' Group will then review options for addressing the situation and thereafter issue appropriate directions to the Participating Authorities;

12.3.2 in the event of an underspend position, the PMO shall report the matter to the Chief Executives' Group, the Finance Directors' Group and the Accountable Bodies as soon as possible, and on the basis that the underspend will be retained by the PMO and rolled forward to the following Financial Year, and will be taken into account when setting each Participating Authority's financial contribution for the next Financial Year.

13 CONTRACTS RELATING TO OVERALL GROWTH DEAL

13.1 Where contracts relating to the overall Growth Deal are to be entered into, the arrangements shall be governed by the provisions set out in Part 8 of the Schedule.

14 OPPORTUNITIES FOR COLLABORATION

14.1 The Participating Authorities confirm that it is their intention to explore, through the Partnership Board and Chief Executives' Group, other opportunities for collaboration, where it is felt that such collaboration would deliver significant benefits across the Borderlands Region.

15 INSURANCE

15.1 The Participating Authorities will ensure that the conditions attaching to the provision to Delivery Partners of funding from the Growth Deal Programme Budget require the Delivery Partner in each case:

15.1.1 to ensure that all contracts for the provision of works or services in relation to each Growth Deal Project require the relevant contractor or service provider to maintain adequate insurance against all normal commercial risks, and provide evidence of that insurance;

15.1.2 to monitor compliance by the relevant contractor or service provider with the requirements referred to in paragraph 15.1.1;

15.1.3 to take such steps, in the event of any circumstances where a claim may be made under any insurance policy of the nature referred to in paragraph 15.1.1, as the PMO may reasonably request to pursue any claim under the insurances referred to in paragraph 15.1.1;

15.1.4 to apply the proceeds of any insurance of the nature referred to in paragraph 15.1.1 toward reinstatement (unless the PMO otherwise requests).

16 DATA SHARING

16.1 The Participating Authorities agree that, as soon as reasonably practicable after the date of this Agreement, they shall develop, agree and put in place appropriate agreements and protocols regarding the holding, processing and transfer of confidential, commercial and/or sensitive information and data relating to the Growth Deal among the Participating Authorities, the UK Government, Scottish Government and others, which agreement and protocols shall meet the requirements of the Data Protection Laws and will enable the Accountable Bodies to comply with their obligations under the Monitoring and Reporting Framework.

17 ACCESS TO FINANCIAL AND OTHER INFORMATION

17.1 Without prejudice to the provisions of clause 20 (disclosure of information), the Participating Authorities shall each be entitled to examine all accounting and other records relating to the delivery of the Growth Deal, and to be supplied with all relative information, including management accounts, budgets and management reports (including explanations of variances against budget and programme), accounts in respect of each Financial Year and such other financial and other information relating to the Growth Deal as each of the Participating Authorities may reasonably require to keep itself properly informed in respect of the delivery of the Growth Deal.

17.2 The provisions of clause 17.1 shall (without limiting its applicability to the Participating Authorities themselves) apply so as to allow each Accountable Body to satisfy obligations to the Scottish and UK Governments as regards compliance with the Monitoring and Reporting Framework and (as appropriate) internal and external auditing.

18 INDEMNITIES – GENERAL PROVISIONS

18.1 Each Participating Authority (an “**Indemnified Participating Authority**”) which incurs a loss or liability, or receives a claim, of a nature which may fall within an indemnity contained in this Agreement:

18.1.1 shall intimate the loss or liability, or the relevant claim, to the other Participating Authority (the “**Indemnifying Participating Authority**”) as soon as reasonably practicable after the loss, liability or claim becomes known to the Indemnified Participating Authority, providing to the Indemnifying Participating Authority all such information and evidence in respect of the loss, liability or claim as is reasonably available to the Indemnified Participating Authority;

18.1.2 shall (in the case of a claim) take such steps to resist or defend the claim as the Indemnifying Participating Authority may reasonably request or (if the Indemnifying Participating Authority so elects) allow the Indemnifying Participating Authority the conduct of any defence and/or negotiations in

respect of the claim (subject in either case to the Indemnifying Participating Authority indemnifying the Indemnified Participating Authority in respect of any liability (including reasonable legal expenses on a solicitor/client basis and any award of expenses) which the Indemnified Participating Authority may thereby incur);

18.1.3 shall keep the Indemnifying Participating Authority closely apprised of all developments relating to the relevant loss, liability or claim (including any insurance claim that may be pursued in connection with the relevant occurrence);

18.1.4 shall not (in the case of a claim), compromise any such claim, or take any step which would prejudice the defence of such claim, without (in each such case) the prior written consent of the Indemnifying Participating Authority (such consent not to be unreasonably withheld) except in circumstances where the taking of such steps is required by law;

18.1.5 take all reasonable steps available to it to mitigate such loss or liability.

19 DISPUTE RESOLUTION

19.1 Subject to clause 19.2, in the event that any disagreement arises as between any of the Participating Authorities in relation to any matters arising out of or in connection with this Agreement, the point or points at issue will be referred to the chief executive (or such other senior executive or senior officer as each Participating Authority may intimate in writing to the other Participating Authorities from time to time) of each of the Participating Authorities (or, as the case may be, such of the Participating Authorities as may be affected by the disagreement in question); following such referral, the chief executives (or other executives/officers) to which the referral has been made shall meet, as soon as reasonably practicable and in any event within 14 days, to discuss the points at issue and shall reach a resolution;

19.2 For the avoidance of doubt, clause 19.1 shall not apply;

19.2.1 in relation to a decision of the Partnership Board, where that decision (a) was made at a duly convened and quorate meeting of the Partnership Board (b) was taken in accordance with the provisions of Part 2B of the Schedule and (c) fell within the powers conferred on the Partnership Board under this Agreement (and, for the avoidance of doubt, taking account of the restrictions on such powers imposed by this Agreement); or

19.2.2 in relation to a decision of the PMO, where that decision fell within the powers conferred on the PMO under this Agreement (and, for the avoidance of doubt, taking account of the restrictions on such powers imposed by this Agreement and any relevant scheme of delegation); or

19.2.3 in relation to an instruction issued or proposed to be issued by the Growth Deal Manager, where that instruction falls within the relevant scheme of delegation.

20 DISCLOSURE OF INFORMATION

20.1 Subject to clauses 20.2 and 20.3, the Participating Authorities undertake to one another that they themselves will not at any time (whether during the period when they are a party to this Agreement or after that period) use or divulge or communicate

to any person (other than to officers, employees or professional advisers of that Participating Authority whose province it is to know the same) any Confidential Information concerning the financial position, contractual arrangements, or other affairs of any of the other Participating Authorities or otherwise relating to the Growth Deal which may come or may have come to its knowledge through the individuals appointed by it to the Partnership Board or the Chief Executives' Group or the Finance Directors' Group or the PMO, or through any other participation in the Growth Deal; and they shall use all reasonable endeavours to prevent the use, publication or disclosure of any such Confidential Information concerning such matters.

20.2 The provisions of clause 20.1 shall not apply:

20.2.1 in relation to any disclosure required by law;

20.2.2 in relation to any disclosure required by a regulatory authority or organisation of which the Participating Authority making the disclosure is a member or which is empowered by law or custom to regulate that Participating Authority;

20.2.3 in relation to any information which is in the public domain;

20.2.4 in relation to any disclosure which is necessary to enable a Participating Authority to enforce its rights or defend its position in relation to any action or claim brought against it under this Agreement;

20.2.5 in relation to any use of information by a Participating Authority, to the extent that such use is required to enable that Participating Authority to take the steps which it is to undertake under a Growth Deal Programme Contract; and

20.2.6 in relation to any disclosure of information by a Participating Authority to a Delivery Partner (including a Delivery Partner which is not a Participating Authority), to the extent that such disclosure is required to enable that Delivery Partner to take the steps which it is to undertake in delivering a Growth Deal Project in accordance with the terms and conditions of grant funding entered into by that Delivery Partner in respect of that Growth Deal Project.

20.3 Any member of the Partnership Board shall, unless otherwise determined by resolution of the Partnership Board in respect of any particular matter, be entitled to disclose any information and provide copies of relevant documents and materials regarding the Growth Deal and its financial position, contractual arrangements, or other affairs, to the officers and/or employees of the Participating Authority which appointed him/her whose province it is to know the same.

20.4 Each of the Participating Authorities shall use reasonable endeavours to procure that any of its officers, employees, members, contractors, sub-contractors or advisers who receives any information in relation to the Growth Deal is made aware of the obligations as to confidentiality imposed by clauses 20.1 to 20.3.

20.5 Each Participating Authority acknowledges that the other Participating Authorities are subject to the requirements of FOI Legislation and the EI Regulations; and each Participating Authority shall assist and cooperate with the other Participating

Authorities (at its own expense) to enable the other Participating Authorities to comply with the associated obligations with regard to disclosure of Information.

- 20.6 Where a Participating Authority receives a Request for Information in relation to Information which it is holding on behalf of another Participating Authority, it shall:
- 20.6.1 transfer the Request for Information to that other Participating Authority as soon as practicable after receipt and in any event within two Business Days of receiving the Request for Information;
 - 20.6.2 provide that other Participating Authority with a copy of all Information in its possession or power in the form that the other Participating Authority reasonably requires within five Business Days of the other Participating Authority requesting that Information; and
 - 20.6.3 provide all necessary assistance as reasonably requested by that other Participating Authority to enable the other Participating Authority to respond to the Request for Information within the time for compliance prescribed by FOI Legislation or the EI Regulations, where applicable.
- 20.7 Where a Participating Authority receives a Request for Information which relates to this Agreement, it shall inform the other Participating Authorities of the Request for Information as soon as practicable after receipt and in any event within two Business Days of receiving the Request for Information.
- 20.8 If any of the Participating Authorities determines that Information (including Confidential Information) must be disclosed pursuant to a Request for Information of the nature referred to in clause 20.5, it shall notify the other Participating Authorities of that decision at least two Business Days before disclosure.
- 20.9 Each Participating Authority shall be responsible for determining at its absolute discretion:
- 20.9.1 whether any Information is exempt from disclosure under FOI Legislation; and
 - 20.9.2 the Information to be disclosed in response to a Request for Information,
- without incurring any liability to the other Participating Authorities for any decision to publish or withhold any Information from disclosure.
- 20.10 Each Participating Authority acknowledges that the other Participating Authorities may be obliged under FOI Legislation or the EI Regulations to disclose Information:
- 20.10.1 without consulting with the other Participating Authorities, or
 - 20.10.2 following consultation with the other Participating Authorities and having taken their views into account.
- 20.11 Each Participating Authority acknowledges that any lists provided by it to any other Participating Authority identifying Information which is to be taken to be Confidential Information, are of indicative value only; and that the other Participating Authority may nevertheless be obliged to disclose Confidential Information in accordance with clause 20.10.

21 GUIDING PRINCIPLES AND GENERAL CO-OPERATION

- 21.1 In taking forward the Growth Deal, each Participating Authority undertakes:
- 21.1.1 to respond promptly to any request reasonably made to it by any of the other Participating Authorities for approval, information, evidence and/or assistance in relation to the Growth Deal;
 - 21.1.2 to operate on the basis of openness and transparency;
 - 21.1.3 to respect the rights and obligations of each of the other Participating Authorities;
 - 21.1.4 to make available such personnel as shall reasonably be required to comply with its obligations under this Agreement and under any other legal documentation associated with the Growth Deal, in a prompt and efficient manner;
 - 21.1.5 to use all reasonable endeavours to make its representatives available to attend meetings of the Partnership Board, the Chief Executives' Group, and the Finance Directors' Group, all as scheduled from time to time;
 - 21.1.6 to cooperate with the other Participating Authorities, and act in fairness and in good faith to assist each of the other Participating Authorities in performing its obligations under this Agreement and/or under other legal documentation associated with the Growth Deal;
 - 21.1.7 not to use (and to use reasonable endeavours to ensure that none of its contractors, suppliers or consultants use) any trademark, trade name or logo of any of the other Participating Authorities without first obtaining that Participating Authority's written consent for such use;
 - 21.1.8 to align any of its PR and/or marketing exercises that relate to the Growth Deal, or elements within the Growth Deal, with the PR and/or marketing strategies and initiatives set by the Partnership Board from time to time;
 - 21.1.9 execute all such documents and take all such other steps as may be reasonably necessary or appropriate to give full force and effect to the provisions of this Agreement;
 - 21.1.10 wherever possible, to disclose to the other Participating Authorities (who shall be subject to the duties of confidentiality under clause 20) any emerging policies or actions that could have a significant impact on the Growth Deal.
- 21.2 Each of the Participating Authorities acknowledges and agrees that (without prejudice to any principle of law requiring it to preserve its discretion in the exercise of certain statutory functions) it shall facilitate the taking of all steps contemplated by this Agreement, and that in a manner which secures the most effective and timely delivery of the Growth Deal; without prejudice to the generality of the preceding provisions of this clause, nothing in this Agreement will be taken to contractually bind any of the Participating Authorities in relation to any decision to be made by any of the Participating Authorities in its capacity as planning authority, building control authority, licensing authority or in any similar capacity

22 WARRANTIES

Each of the Participating Authorities warrants and represents to the others that it has all necessary power and authority to enter into and perform its obligations under this Agreement and that this Agreement constitutes valid obligations binding upon it in accordance with its terms.

23 THIS AGREEMENT NOT TO CONSTITUTE A PARTNERSHIP

None of the provisions of this Agreement shall operate so as to create a partnership or (except so far as expressly provided for in this Agreement) any relationship of agency between or among the Participating Authorities; none of the Participating Authorities has any authority by virtue of this Agreement (except so far as expressly provided for in this Agreement) to bind or commit or otherwise act on behalf of the others in any way.

24 DURATION

- 24.1 This Agreement shall (subject to clauses 24.2, 24.3 and 24.5) commence on the Commencement Date and shall continue in force (unless the Participating Authorities otherwise agree in writing) until the fifteenth anniversary of the date of written approval by UK Government of the Growth Deal financial plan.
- 24.2 Where any of the Participating Authorities has validly exercised a right to terminate its involvement in the Growth Deal (for example, as a consequence of local government reorganisation), that Participating Authority shall be taken to be no longer a party to this Agreement with effect from the time of such termination; if that occurs, the remaining Participating Authorities shall continue to be bound by the provisions of this Agreement.
- 24.3 Where the UK Government and/or Scottish Government terminates the Growth Deal, this Agreement shall terminate.
- 24.4 Termination of this Agreement shall be without prejudice to any right or remedy of any of the Participating Authorities in respect of any breach of the provisions of this Agreement which occurred prior to such termination.
- 24.5 Without prejudice to the provisions of clause 24.4, clauses 11.18 and 18.1 shall survive the expiry or termination of this Agreement for a period of 6 years.

25 ASSIGNATION/ASSIGNMENT

None of the Participating Authorities shall assign, or purport to assign, or grant any security over, or otherwise deal with, any of its rights or obligations under this Agreement.

26 WAIVER

- 26.1 The failure of any Participating Authority to insist upon strict performance of any provision of this Agreement, or the failure of any Participating Authority to exercise any right or remedy to which it is entitled under this Agreement, shall not constitute a waiver of that provision, right or remedy; and shall not prejudice the ability of that Participating Authority to enforce that provision in accordance with its terms, or to exercise that right or remedy, on any future occasion.

- 26.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver, identifies the specific provision(s) to which it relates, and is communicated to the other Participating Authorities in writing, signed by a duly authorised representative of the Participating Authority which is waiving the relevant provision(s).

27 AMENDMENTS TO THIS AGREEMENT

- 27.1 This Agreement shall not be varied or amended unless such variation or amendment is recorded in a written document, duly signed by a duly authorised representative of each Participating Authority, on its behalf.

28 EXTERNAL COMMUNICATIONS

- 28.1 Except as required by law or any regulatory authority, no announcement or other publicity relating to any matter referred to in this Agreement shall be made or issued by or on behalf of any of the Participating Authorities otherwise than in accordance with the communications protocol in the form approved by the Partnership Board from time to time.

29 SEVERABILITY

- 29.1 If any of the provisions of this Agreement is found by a court or other competent authority to be void or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provisions shall continue in full force and effect.
- 29.2 In the circumstances referred to in clause 29.1, the Participating Authorities shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable.

30 REVIEW PROCESS

- 30.1 The Participating Authorities shall, at or around each anniversary of the Commencement Date, carry out a review of the governance framework for the Growth Deal, to take account of practical experience in working with the governance framework, anticipated future developments and/or other changes in the wider environment.
- 30.2 Following each review under clause 30.1, the Participating Authorities shall enter into discussions in good faith, with a view to identifying at high level any amendments which ought to be made to the governance framework and thereafter the detailed adjustments to be made to this Agreement; and the Participating Authorities shall then enter into a Supplemental Agreement to amend this Agreement accordingly.
- 30.3 The Participating Authorities acknowledge that if the outcome of any review indicates changes to the governance structure of a nature which could reasonably be considered material in the context of the approvals given by the UK Government and Scottish Governments in respect of this Agreement, any proposed amendments to this Agreement shall not be progressed without the prior written approval of both the UK Government and the Scottish Government.

31 ENTIRE AGREEMENT

- 31.1 This Agreement and the documentation to be entered into in pursuance of this Agreement constitute the entire agreement and understanding between the Participating Authorities in relation to the matters dealt with in this Agreement, and supersede and cancel all previous negotiations, commitments or agreements between the Participating Authorities with regard to such matters.
- 31.2 Each Participating Authority confirms that it has not relied upon any representation, warranty or undertaking by any of the other Participating Authorities in relation to any of the matters dealt with in this Agreement or any of the documents referred to in clause 31.1, save for any representation, warranty or undertaking expressly set out in those documents.

32 NOTICES

- 32.1 All notices and notifications under this Agreement shall be given or issued by letter or by other written document, or other visible electronic means.

- 32.2 A notice or notification under this Agreement shall (subject to clauses 32.3 and 32.4) be deemed to be duly given:

32.2.1 in the case of a letter or other written document, when delivered;

32.2.2 in the case of other visible electronic means (provided that any relevant answerback has been received) when despatched;

to the Participating Authority to which it is given, addressed to that Participating Authority at the address last intimated in writing to the Participating Authority giving the notice.

- 32.3 A notice or notification which is delivered, or (in the case of other visible electronic means) despatched, outwith business hours shall be deemed to be duly given during business hours on the Business Day which next follows.

- 32.4 A notice sent by first class recorded delivery post (or equivalent postal service) shall be deemed to have been delivered during business hours on the Business Day following the date of posting; in proving that a notice was given, it shall be sufficient to prove that an envelope containing the notice was duly addressed and posted in accordance with clause 32.2.

- 32.5 For the purposes of clauses 32.3 and 32.4, “business hours” shall mean the period between 9.00 a.m. and 5.00 p.m. on a Business Day.

- 32.6 Unless and until some other address or contact name is supplied in pursuance of clause 32.2, the respective addresses and contact names for the respective parties are as follows:

	Participating Authority	Contact name	Address
32.6.1	CaCC	Chief Executive	Civic Centre, Rickergate, Carlisle, Cumbria CA3 8QG

32.6.2	CuCC	Chief Executive	Cumbria House, 117 Botchergate, Carlisle CA1 1RD
32.6.3	DGC	Chief Executive	Council Offices, English Street, Dumfries DG1 2DD
32.6.4	NCC	Chief Executive	County Hall, Morpeth NE61 2EF
32.6.5	SBC	Chief Executive	Council Headquarters, Newtown St Boswells, Melrose, Scottish Borders TD6 0SA

33 COSTS

All legal fees and other expenses incurred in the preparation, negotiation and execution of this Agreement shall be met by the Participating Authority by whom they were incurred.

34 GOVERNING LAW AND JURISDICTION

- 34.1 This Agreement is governed by and shall be construed in accordance with Scots law.
- 34.2 The Participating Authorities hereby submit to the exclusive jurisdiction of the Scottish courts.

IN WITNESS WHEREOF this Agreement, consisting of this and the [] preceding pages together with the Schedule in 8 parts annexed, is executed as follows:

SIGNED for and on behalf of
CARLISLE CITY COUNCIL

at

on

by

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

SIGNED for and on behalf of
CUMBRIA COUNTY COUNCIL

at

on

by

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

SIGNED for and on behalf of
DUMFRIES AND GALLOWAY
COUNCIL

at

on

by

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

SIGNED for and on behalf of
NORTHUMBERLAND COUNTY
COUNCIL

at

on

by

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

SIGNED for and on behalf of
SCOTTISH BORDERS COUNCIL

at

on

by

Print Full Name

Authorised Signatory

before this witness

Print Full Name

Witness

Address

This is the Schedule referred to in the preceding Collaboration Agreement among Carlisle City Council, Cumbria County Council, Dumfries and Galloway Council, Northumberland County Council and Scottish Borders Council

SCHEDULE

SCHEDULE PART 1 – DEFINITIONS & INTERPRETATION

1. Unless the context otherwise requires, the following expressions will have the following meanings assigned to them:

“Accountable Body” means a Participating Authority who has the role of accountable body in respect of Growth Deal funding from the UK Government and (where applicable) the Scottish Government, as referred to in clauses 11.1 and 11.2; **“Accountable Bodies”** shall be construed accordingly;

“Agreement” means this Schedule and the Collaboration Agreement to which this Schedule is annexed;

“Borderlands Growth Deal Grant Claim Form” means a grant claim form (in accordance with the template grant claim form prepared by the PMO and approved from time to time by the Partnership Board) used by a Delivery Partner for the purposes of claiming grant funding from an Accountable Body in respect of a Growth Deal Project;

“Borderlands Region” means that geographical area which comprises the respective areas served by the Participating Authorities taken together;

“Business Day” means a day which is not a Saturday or Sunday or a public holiday in Scotland or in England;

“Chief Executives’ Group” means the group constituted in accordance with clause 5;

“Commencement Date” means the last date of execution of this Agreement;

“Confidential Information” means information, the disclosure of which would constitute an actionable breach of confidence, which has either been designated as confidential by any Participating Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the operations, affairs, properties, assets, policies, practices, intellectual property rights, know-how, personnel, contractors and advisers of any Participating Authority; and all personal data and sensitive personal data within the meaning of the Data Protection Laws;

“Data Protection Laws” means all applicable laws, statutes, bye-laws, regulations, orders or rules of court relating to the processing of personal data and/or privacy (including, but not limited to: (a) Regulation (EU) 2016/679 (the **“GDPR”**); (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any data protection and privacy laws enacted in replacement of (a), (b) or (c) and/or as a result of the GDPR ceasing to have direct effect in the UK (in each case as amended, updated or re-enacted from time to time), and all applicable guidance and codes of practice issued by the Information Commissioner and/or any other relevant regulatory body from time to time;

“Delivery Partner” means, in relation to a given Growth Deal Project, the Participating Authority (or other body) which is accountable to the Partnership Board for the successful delivery of that Growth Deal Project and which receives financial support from the Growth Deal Programme Budget in relation to that Growth Deal Project accordingly;

“EI Regulations” means, insofar as applicable in each case, the Environmental Information Regulations 2004 and the Environmental Information (Scotland) Regulations 2004 and any other legislation made in connection with either of those sets of regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or the Scottish Information Commissioner from time to time in relation to such regulations or other legislation;

“Economic Forum” means the forum constituted in accordance with clause 4;

“FOI Legislation” means, insofar as applicable in each case, the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under either of those Acts from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or the Scottish Information Commissioner from time to time in relation to such legislation;

“Finance Directors’ Group” means the group constituted in accordance with clause 6;

“Financial Year” means the period from 1 April in one calendar year to 31 March in the following calendar year, subject to the qualification that the first Financial Year shall be taken to be the period from the date of this Agreement to 31 March 2020;

“Growth Deal” means the Borderlands Inclusive Growth Deal agreed between the Participating Authorities, the UK Government and the Scottish Government;

“Growth Deal Manager” means the individual so designated from time to time by the Chief Executives’ Group with responsibility for day-to-day management of the PMO;

“Growth Deal Operating Budget” means the five-year budget approved annually by the Participating Authorities (as amended, supplemented and/or replaced by agreement of the Participating Authorities from time to time) under clause 12.2, in respect of the Growth Deal Operating Costs;

“Growth Deal Operating Costs” means (a) the employment costs associated with the PMO; (b) costs (additional to PMO employment costs) incurred in managing the Growth Deal Operating Budget; (c) costs (additional to PMO employment costs) incurred in carrying out the responsibilities and tasks of an Accountable Body; and (where applicable) (d) the interest payments and other costs associated with borrowings of the nature referred to in clause 11.17;

“Growth Deal Operating Funds” means those funds held by an Accountable Body which are contributed by Participating Authorities to meet the Growth Deal Operating Costs, together with interest obtained by the Accountable Body from holding those funds and funding from other sources, which are allocated from time to time to meet Growth Deal Operating Costs;

“Growth Deal Programme Budget” means funds contributed to the Growth Deal from time to time by the UK Government and the Scottish Government, or (as the context requires) the balance of such funds remaining from time to time;

“Growth Deal Programme Contracts” means contracts with service providers (which may include a Participating Authority, if the Chief Executives’ Group consider appropriate in any given case) for the supply of consultancy, research or other support (a) to inform decisions of the Partnership Board, the Chief Executives’ Group, the Finance Directors’ Group or the PMO under this Agreement or (b) to ensure appropriate monitoring and control in relation to the use of the Growth Deal Programme Budget or (c) to measure the impact of the Growth Deal in stimulating inclusive economic growth across the Borderlands Region; **“Growth Deal Programme Contract”** shall be construed accordingly;

“Growth Deal Project” means an individual project or programme falling within the Growth Deal which has been approved through the OBC Process;

“Information” means: (a) information as defined in FOI Legislation; and (b) environmental information as defined in the EI Regulations, where applicable;

“Intellectual Property Rights” means all patents, trademarks, registered designs (and any applications for any of those), copyright, semi-conductor topography rights, database rights, unregistered design rights, rights in and to trade names, business names, domain names, product names and logos, databases, inventions, discoveries and any other intellectual or industrial property rights in each and every part of the world together with all applications, renewals, revisions and extensions;

“Monitoring and Reporting Framework” means the monitoring, general oversight and reporting framework for the Growth Deal, in the form approved by the UK Government and Scottish Government (including any adjustments or additional provisions which may be introduced, with such approval, from time to time);

“Nominated Contracting Party” means, in relation to a given Growth Deal Programme Contract, the Participating Authority which is identified as the local authority which is to have the role of contracting party in relation to that contract;

“OBC Process” means the process of obtaining the approval of the Scottish Government and UK Government in respect of a business case for a proposed Growth Deal Project;

“PMO” means the programme management office staff team constituted in accordance with clause 7 ;

“PMO Host Employer” means the Participating Authority which is designated (by agreement in writing among the Participating Authorities) from time to time as the local authority which is to have the role of host employer in relation to the PMO;

“Participating Authorities” has the meaning given to that expression in the Collaboration Agreement to which this Schedule is annexed; **“Participating Authority”** shall be construed accordingly;

“Partnership Board” means the board constituted in accordance with clause 3;

“Programme Board” means a board constituted in accordance with clause 8;

“Project Delivery Board” means a board constituted in accordance with clause 9;

“Request for Information” means a request for Information within the meaning set out in FOI Legislation or the EI Regulations, where applicable; or any apparent request for information under FOI Legislation or the EI Regulations, where applicable.

2. Clause headings are included in this Agreement for ease of reference only and shall not affect the interpretation of this Agreement.

3. References to clauses and paragraphs and to the Schedule are (unless otherwise stated) references to the clauses and paragraphs of, and the Schedule to, this Agreement.

4. Where the context so admits or requires, words denoting the singular include the plural and vice versa.

5. References to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time (whether before or

after the date of this Agreement) and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.

SCHEDULE PART 2A - COMPOSITION AND REMIT OF THE PARTNERSHIP BOARD

Composition

1.1 The Partnership Board will comprise:

- the Leader of each Participating Authority; and
- the Chair of the Economic Forum;

but on the understanding that, as referred to in Part 2B of this Schedule, each Participating Authority, and the Economic Forum, shall be entitled to nominate a substitute with power to attend and vote in place of the individuals referred to above.

1.2 Until such time as the Economic Forum has been established, the Leaders of the Participating Authorities shall be entitled to co-opt up to 2 private sector representatives to be members of the Partnership Board; such co-opted members of the Partnership Board shall automatically cease to be members of the Partnership Board upon the establishment of the Economic Forum and the appointment of its Chair.

Remit

2.1 The remit of the Partnership Board is to provide strategic direction and exercise high level oversight and overall control, serving as the forum for joint decision-making at the highest level within the governance framework set by this Collaboration Agreement (but subject to clause 3.4 of the Agreement) in relation to the delivery of the Growth Deal; in particular, the Partnership Board shall:

- ensure that the delivery of the Growth Deal is carried out in a manner which aligns with the strategic objectives underlying the Growth Deal (as set out in the response to the UK Government consultation) and so as to maximise impact in terms of furtherance of those objectives;
- retain a watching brief regarding changes in the wider environment, with a view to revisiting and refining the strategic objectives underlying the Growth Deal and/or the approaches taken to delivery, as required;
- receive reports from the Chief Executives' Group and the Finance Directors' Group and, through such reports, monitor and evaluate, at high level, progress with the Growth Deal Projects, as well as the impact of the Growth Deal in furthering the strategic objectives underlying the Growth Deal;

- exercise oversight at high level in relation to the use of Growth Deal Programme Budget, and in particular to ensure that such funds are used in accordance with the conditions attaching to Growth Deal Programme Budget and in line with principles of best value;
- ensure that there is full compliance at all times with the Monitoring and Reporting Framework;
- maintain an overview in relation to key risks associated with delivery of the Growth Deal, and ensure that proactive steps are taken to manage and mitigate such risks;
- ensure (to the extent that it is able to do so) that sufficient resources are made available within the PMO to enable the PMO to carry out its functions effectively and in a manner which allows delivery of the Growth Deal Projects to proceed in line with anticipated timescales;
- monitor the effectiveness of the Economic Forum, the Programme Boards and the Project Delivery Boards in carrying out their respective functions;
- seek to resolve any dispute or difference which may arise among the Participating Authorities from time to time in relation to any aspect of the Growth Deal (but without prejudice to the provisions of clause 19 of the Agreement (dispute resolution));
- retain a watching brief regarding other projects, initiatives and strategic developments outside the Growth Deal and, to the extent that it is able to do so, seek to ensure that:
 - the delivery of Growth Deal projects aligns with the delivery such other projects; and
 - the delivery of such other projects aligns with the delivery of the Growth Deal projects;
 - promote the Growth Deal; and
 - explore other areas for potential collaboration between and among the Participating Authorities.

2.2 Without prejudice to the preceding generality, and by way of illustration only, the remit of the Partnership Board shall include the following roles and responsibilities; in particular, the Partnership Board shall:

- provide strategic direction and oversight of the Growth Deal Programme Budget including the overall strategy and commissioning of proposals;
- approve business cases for projects and programmes within the Growth Deal for submission to UK and Scottish Governments – to include approval at each stage of

the business case process (Strategic Outline Business Case, Outline Business Case and Full Business Case);

- determine priorities for investment of the Growth Deal Programme Budget including any decisions regarding the reallocation of funding within the Growth Deal Programme Budget;
- where decision making on business cases is delegated by UK and/or Scottish Government, be responsible for such decisions;
- approve the terms of reference for sub-groups operating under the remit of the Partnership Board and approve any delegated authority of such sub-groups;
- approve the financial plan prepared by the PMO (and which has been endorsed by the Finance Directors' Group);
- approve monitoring and evaluation reports for submission to UK and Scottish Governments;
- maintain oversight of Growth Deal programme risks.

SCHEDULE PART 2B – RULES OF PROCEDURE FOR THE PARTNERSHIP BOARD

Chairs

- 1 A co-Chair approach shall apply in relation to the Partnership Board – with one Chair being the Leader of a Scottish Participating Authority and the other Chair being the Leader of an English Participating Authority.
- 2 The first co-Chairs will be the Leaders of the two Accountable Bodies.
- 3 The co-Chairs shall rotate among the Participating Authorities on an annual basis, with effect from the commencement of each Financial Year (but following the principle that one Chair should be the Leader of a Scottish Participating Authority and the other Chair should be the Leader of an English Participating Authority); and with the order (after the first Financial Year) being as follows:
 - 3.1 Scottish Borders Council and Carlisle City Council;
 - 3.2 Dumfries and Galloway Council and Cumbria County Council;
 - 3.3 Scottish Borders Council and Northumberland County Council;and so on.
- 4 For the avoidance of doubt, the office of co-Chair will not be a salaried position.
- 5 The role of the co-Chairs will be:
 - 5.1 to ensure the efficient conduct of each meeting of the Partnership Board; and
 - 5.2 to act as a spokesperson in relation to the Growth Deal, and particularly as regards strategic matters.
- 6 The chair of a meeting of the Partnership Board shall be:
 - 6.1 where the physical location of a meeting is specified in the meeting notice as being in England (irrespective of any right to participate in the meeting by electronic means), the then current co-Chair from an English Participating Authority; or
 - 6.2 where the physical location of a meeting is specified in the meeting notice as being in Scotland (irrespective of any right to participate in the meeting by electronic means), the then current co-Chair from a Scottish Participating Authority.

- 7 If the relevant co-Chair is unwilling to act as chairperson of a meeting of the Partnership Board or is not present within 15 minutes after the time appointed for a meeting, the other co-Chair of the Partnership Board shall act as chair of that meeting.
- 8 If neither of the co-Chairs is willing to act as chairperson of a meeting of the Partnership Board or is not present within 15 minutes after the time appointed for a meeting, the meeting shall appoint another member of the Partnership Board (who must be a Leader of a Participating Authority and not her/his substitute) to act as chairperson of the meeting.

Substitutes

- 9 Any Participating Authority may appoint another individual as a substitute for its Leader, to attend and participate in decision-making (including power to vote) at meetings of the Partnership Board at which the Leader is not present.
- 10 The Economic Forum may appoint another individual as a substitute for the Chair of the Economic Forum, to attend and participate in decision-making (including power to vote) at meetings of the Partnership Board at which the Chair of the Economic Forum is not present.
- 11 The substitutes appointed by each of the Participating Authorities and the Economic Forum shall, in the interests of continuity, be appointed on an annual basis, or as otherwise agreed by the Participating Authorities.
- 12 For the avoidance of doubt, the Leaders of the Participating Authorities, and the Chair of the Economic Forum, are expected to use every effort to attend meetings of the Partnership Board in person (including for this purpose participation by conference telephone or video conferencing facilities); attendance by substitutes should be considered only in exceptional circumstances.

Quorum

- 13 A meeting of the Partnership Board will not proceed unless at least one representative of each of the Participating Authorities is present; a substitute appointed under paragraph 9 or 10 shall, if the member who appointed him/her is not present, be counted in determining whether a quorum is present.
- 14 A member of the Partnership Board (or a substitute appointed under paragraph 9 or 10) may participate in a meeting of the Partnership Board via conference telephone or video conference facilities; he/she will then be deemed to be present in determining whether a quorum is present.

Attendance by others

15 The UK and Scottish Governments shall each have the right to appoint one or more representatives to attend all or any part of any meeting of the Partnership Board as an observer and/or to contribute information and advice to the discussions at any meeting of the Partnership Board; for the avoidance of doubt, an individual attending a meeting of the Partnership Board in that capacity shall not have any voting rights.

16 The Partnership Board may, at its discretion, invite:

16.1 representatives of stakeholder bodies (which may include the relevant Local Enterprise Partnerships and the South of Scotland Enterprise Agency)

16.2 any or all of the members of the Chief Executives' Group or Finance Directors' Group;

16.3 the Chair of any or all of the Programme Boards;

16.4 any member of the PMO; and/or

16.5 any other individuals

to attend all or any part of any meeting of the Partnership Board as an observer and/or to contribute information and advice to the discussions at any meeting of the Partnership Board; for the avoidance of doubt, an individual attending a meeting of the Partnership Board in any such capacity shall not have any voting rights.

Decision-making

17 The Partnership Board will use its best efforts to operate by broad consensus; should broad consensus on any issue not be achievable, decisions of the Partnership Board will be made by a majority of votes cast.

18 For the avoidance of doubt, an individual participating in a meeting of the Partnership Board via conference telephone or video conference facilities will be entitled to vote via such facilities.

19 Where a vote is taken, each of the members of the Partnership Board (or, where a member is not participating in the meeting, his/her substitute) shall have one vote.

20 If an equality of votes arises in relation to any matter put to the vote at a meeting of the Partnership Board, the chairperson of the meeting will not have a casting vote.

Duty to act in the best interests of the Growth Deal

- 21 In carrying out their functions, members of the Partnership Board shall recognise and give effect to the principle that each member of the Partnership Board should take decisions in his/her capacity as a member of the Partnership Board in such a way as he/she considers will best promote the overall success of the Growth Deal and in a manner which best furthers the collective interests of the Participating Authorities in that regard.
- 22 Each Participating Authority recognises and agrees that the Leader of that Participating Authority, when carrying out his/her functions as a member of the Partnership Board, is required to act in accordance with the provisions of paragraph 21; and undertakes to respect that principle in the context of any discussions between that Participating Authority and the Leader regarding any aspect of the Growth Deal.

Confidentiality and code of conduct

- 23 Each member of the Partnership Board shall, as an individual, be required to sign a non-disclosure agreement reflecting the terms of clause 20 of the Agreement and a code of conduct (in each case, in the form approved by the Chief Executives' Group), to confirm that he/she understands her/his responsibilities as a member of the Partnership Board.

Frequency and location of meetings

- 24 Meetings of the Partnership Board will be held on a quarterly basis, with additional meetings as deemed appropriate by the co-Chairs of the Partnership Board.
- 25 The first meeting of the Partnership Board shall be held at the offices of the English co-Chair of the Partnership Board and the second meeting shall be held at the offices of the Scottish co-Chair of the Partnership Board. Subsequent meetings of the Partnership Board shall be held on a rotating basis between the offices of the English co-Chair of the Partnership Board and the offices of the Scottish co-Chair of the Partnership Board, or at such other location as the Partnership Board may agree.

Support

- 26 The responsibility for supporting the Partnership Board will rest with the PMO.
- 27 In arranging Partnership Board meetings, the PMO shall use reasonable endeavours to arrange a date, time of day and location which facilitate attendance by members of the Partnership Board.
- 28 The PMO will, without prejudice to its other duties, prepare and collate the papers and documentation required for each Partnership Board meeting and arrange the time and location of each Partnership Board meeting.

- 29 A full set of papers (including an agenda) will be issued by the PMO to all Partnership Board members at least five Business Days before each meeting of the Partnership Board.
- 30 Any Partnership Board member wishing to submit a paper for discussion at a meeting of the Partnership Board shall ensure that the PMO has received it at least five Business Days before the papers are due to be issued.
- 31 Papers may be issued outwith the normal timescale at the discretion of the co-Chairs of the Partnership Board, but Partnership Board members may decide not to consider any papers if they feel that they have had insufficient time to study those papers in advance of the Partnership Board meeting at which those papers were to be discussed; this applies particularly to papers tabled on the day of the meeting, which will not normally be considered.

Access to meetings

- 32 Meetings of the Partnership Board will (subject to paragraph 33) be open to the public.
- 33 If the chairperson of a meeting of the Partnership Board so determines (having regard to legislative principles applicable to meetings of the Participating Authorities), the public may be excluded from any parts of the meeting at which matters deemed confidential by the chairperson are to be discussed.

Recording of decisions

- 34 A list of action points arising from each meeting of the Partnership Board will be circulated by the PMO to all Partnership Board members, and to all members of the Chief Executives' Group, within 2 Business Days after the meeting.
- 35 Minutes of each meeting of the Partnership Board will be circulated by the PMO to all those individuals referred to in paragraph 34, within 5 Business Days after the meeting.
- 36 Any comments on minutes of Partnership Board meetings, or suggestions for amendment of such minutes, should be notified within 5 Business Days of receipt of the minutes to the PMO and to all other recipients of the minutes, for consideration (and, if considered appropriate, adoption) by the Partnership Board at its next meeting.
- 37 Minutes of meetings of the Partnership Board shall (subject to paragraph 38) be made available for public review by way of the Growth Deal website.
- 38 The co-Chairs may determine that any parts of the minutes of a Partnership Board meeting which contain confidential material should be redacted in the versions made available for public review under paragraph 37.

SCHEDULE PART 3A - COMPOSITION AND REMIT OF THE ECONOMIC FORUM

Composition

1.1 The Economic Forum shall comprise a maximum of 10 representatives, with 2 of such representatives being appointed by each Participating Authority.

1.2 A Participating Authority may, by notice to the chair of the Economic Forum, remove any representative appointed by that Participating Authority as a member of the Economic Forum and, subject to the maximum of 2 representatives being appointed by each Participating Authority, appoint another representative in her/his place.

Remit

2.1 The remit of the Economic Forum is to provide an opportunity for wider stakeholders – with a particular focus on economic development agencies and the business community (including social enterprises) – to contribute towards maximising the impact of the Growth Deal in stimulating inclusive economic growth within the area served by the Growth Deal; in particular, the Economic Forum shall:

- champion, co-ordinate and offer advice to the Partnership Board on priorities for skills, business growth and regeneration and ensure that these are delivered in alignment with local needs and aspirations whilst delivering against the Growth Deal priorities;
- maintain appropriate channels of communication and escalate decisions as necessary with third party organisations;
- advise the Partnership Board on how best to engage with the business community regarding the Growth Deal;
- advise on economic priorities for the business communities across the Borderlands Region; and
- utilise business networks to promote and support the successful delivery of Growth Deal Projects and programmes.

SCHEDULE PART 3B – RULES OF PROCEDURE FOR THE ECONOMIC FORUM

Chair

- 1 The members of the Economic Forum shall appoint one of their number as Chair of the Economic Forum.
- 2 The Chair shall rotate among the representatives appointed by each of the Participating Authorities on an annual basis, with effect from the commencement of each Financial Year (but following the principle that the first Chair should be a representative appointed by an English Participating Authority, the second Chair a representative appointed by a Scottish Participating Authority; and in subsequent years, the Chair shall rotate between a representative appointed by an English Participating Authority and a representative appointed by a Scottish Participating Authority).
- 3 For the avoidance of doubt, the office of Chair will not be a salaried position.
- 4 The role of the Chair will be:
 - 4.1 to act as a member of the Partnership Board;
 - 4.2 to ensure the efficient conduct of each meeting of the Economic Forum; and
 - 4.3 to act as the Economic Forum's spokesperson in relation to the Growth Deal, and particularly as regards engagement with the business community.
- 5 If the Chair is unwilling to act as chairperson of a meeting of the Economic Forum or is not present within 15 minutes after the time appointed for a meeting, the meeting shall appoint another member of the Economic Forum to act as chairperson of the meeting.

Substitutes

- 6 Members of the Economic Forum shall not be entitled to appoint substitutes to attend meetings which they are unable to attend.

Quorum

- 7 A meeting of the Economic Forum will not proceed unless at least one representative appointed by each of the Participating Authorities is present.
- 8 A member of the Economic Forum may participate in a meeting of the Economic Forum via conference telephone or video conference facilities; he/she will then be deemed to be present in determining whether a quorum is present.

Attendance by others

- 9 The UK and Scottish Governments shall each have the right to appoint one or more representatives to attend all or any part of any meeting of the Economic Forum as an observer and/or to contribute information and advice to the discussions at any meeting of the Economic Forum; for the avoidance of doubt, an individual attending a meeting of the Economic Forum in that capacity shall not have any voting rights.
- 10 The Economic Forum may, at its discretion, invite any individual to attend all or any part of any meeting of the Economic Forum as an observer and/or to contribute information and advice to the discussions at any meeting of the Economic Forum; for the avoidance of doubt, an individual attending a meeting of the Economic Forum in any such capacity shall not have any voting rights.

Decision-making

- 11 The Economic Forum will use its best efforts to operate by broad consensus; should broad consensus on any issue not be achievable, decisions of the Economic Forum will be made by a majority of votes cast.
- 12 For the avoidance of doubt, an individual participating in a meeting of the Economic Forum via conference telephone or video conference facilities will be entitled to vote via such facilities.
- 13 Where a vote is taken, each of the members of the Economic Forum shall have one vote.
- 14 If an equality of votes arises in relation to any matter put to the vote at a meeting of the Economic Forum, the chairperson of the meeting will not have a casting vote.

Duty to act in the best interests of the Growth Deal

- 15 In carrying out their functions, members of the Economic Forum shall recognise and give effect to the principle that each member of the Economic Forum should take decisions in his/her capacity as a member of the Economic Forum in such a way as he/she considers will best promote the overall success of the Growth Deal and in a manner which best furthers the collective interests of the Participating Authorities in that regard.

Frequency of meetings

- 16 Meetings of the Economic Forum will be held on a quarterly basis, with additional meetings as deemed appropriate by the Chair of the Economic Forum.

Support

- 17 The responsibility for supporting the Economic Forum will rest with the PMO.
- 18 In arranging Economic Forum meetings, the PMO shall use reasonable endeavours to arrange a date, time of day and location which facilitate attendance by members of the Economic Forum.
- 19 The PMO will, without prejudice to its other duties, prepare and collate the papers and documentation required for each Economic Forum meeting and arrange the time and location of each Economic Forum meeting.
- 20 A full set of papers (including an agenda) will be issued by the PMO to all Economic Forum members at least five Business Days before each meeting of the Economic Forum.
- 21 Any Economic Forum member wishing to submit a paper for discussion at a meeting of the Economic Forum shall ensure that the PMO has received it at least five Business Days before the papers are due to be issued.
- 22 Papers may be issued outwith the normal timescale at the discretion of the Chair of the Economic Forum, but Economic Forum members may decide not to consider any papers if they feel that they have had insufficient time to study those papers in advance of the Economic Forum meeting at which those papers were to be discussed; this applies particularly to papers tabled on the day of the meeting, which will not normally be considered.

Access to meetings

- 23 Meetings of the Economic Forum will (subject to paragraph 24) be open to the public.
- 24 If the chairperson of a meeting of the Economic Forum so determines (having regard to legislative principles applicable to meetings of the Participating Authorities), the public may be excluded from any parts of the meeting at which matters deemed confidential by the chairperson are to be discussed.

Recording of decisions

- 25 A list of action points arising from each meeting of the Economic Forum will be circulated by the PMO to all Economic Forum members, within 2 Business Days after the meeting.
- 26 Minutes of each meeting of the Economic Forum will be circulated by the PMO to all those individuals referred to in paragraph 25, within 5 Business Days after the meeting.

- 27 Any comments on minutes of Economic Forum meetings, or suggestions for amendment of such minutes, should be notified within 5 Business Days of receipt of the minutes to the PMO and to all other recipients of the minutes, for consideration (and, if considered appropriate, adoption) by the Economic Forum at its next meeting.
- 28 Minutes of meetings of the Economic Forum shall (subject to paragraph 29) be made available for public review by way of the Growth Deal website.
- 29 The Chair may determine that any parts of the minutes of a Economic Forum meeting which contain confidential material should be redacted in the versions made available for public review under paragraph 28.

SCHEDULE PART 4A – COMPOSITION AND REMIT OF THE CHIEF EXECUTIVES’ GROUP

Composition

1. The Chief Executives’ Group will comprise the Chief Executive of each of the Participating Authorities, but on the understanding that, as referred in Part 4B of this Schedule, each Participating Authority shall be entitled to nominate a substitute with power to attend and vote in place of the Chief Executive of that Participating Authority.

Remit

2 The Chief Executives’ Group shall:

- support the Partnership Board in overseeing the delivery of the Growth Deal and ensure that it is aligned towards achieving its inclusive growth ambitions;
- exercise oversight and direction in relation to the work of the PMO, including management of the PMO and monitoring its performance in carrying out its work;
- highlight to the Partnership Board key issues (whether for noting or decision) arising from the reports and recommendations issued from time to time by the PMO, and provide appropriate guidance and recommendations to the Partnership Board in relation to issues of that nature; and
- provide leadership in key themes and priorities of the Growth Deal in furtherance of and consistent with the policies and directions issued by the Partnership Board.

SCHEDULE PART 4B – RULES OF PROCEDURE FOR THE CHIEF EXECUTIVES’ GROUP

Chair

- 1 A co-Chair approach shall apply in relation to the Chief Executives’ Group – with one Chair being a chief executive of a Scottish Participating Authority and the other Chair being a chief executive of an English Participating Authority.
- 2 The co-Chairs shall rotate among the chief executives of each of the Participating Authorities on an annual basis, with effect from the commencement of each Financial Year, but following the principle that each co-Chair must always be a chief executive of a Participating Authority whose Leader, at the relevant time, holds the office of co-Chair of the Partnership Board.
- 3 For the avoidance of doubt, the office of Chair will not be a salaried position.
- 4 The role of the Chair will be:
 - 4.1 to ensure the efficient conduct of each meeting of the Chief Executives’ Group; and
 - 4.2 to act as the Chief Executives’ Group’s representative as regards communications with the Partnership Board, the Economic Forum, the Finance Directors’ Group and the PMO.
- 5 The chair of a meeting of the Chief Executives’ Group shall be:
 - 5.1 where the physical location of a meeting is specified in the meeting notice as being in England (irrespective of any right to participate in the meeting by electronic means), the then current co-Chair from an English Participating Authority; or
 - 5.2 where the physical location of a meeting is specified in the meeting notice as being in Scotland (irrespective of any right to participate in the meeting by electronic means), the then current co-Chair from a Scottish Participating Authority.
- 6 If neither of the co-Chairs is willing to act as chairperson of a meeting of the Chief Executives’ Group or is not present within 15 minutes after the time appointed for a meeting, the meeting shall appoint another member of the Chief Executives’ Group (who must be a chief executive of a Participating Authority and not her/his substitute) to act as chairperson of the meeting.

Substitutes

- 7 Any Participating Authority may appoint another individual as a substitute for its chief executive, to attend and participate in decision-making (including power to vote) at meetings of the Chief Executives' Group at which the chief executive is not present.
- 8 The substitute appointed by each of the Participating Authorities shall, in the interests of continuity, be appointed on an annual basis, or as otherwise agreed among the Participating Authorities.
- 9 For the avoidance of doubt, the chief executives of the Participating Authorities are expected to use every effort to attend meetings of the Chief Executives' Group in person (including for this purpose participation by conference telephone or video conferencing facilities); attendance by substitutes should be considered only in exceptional circumstances.

Quorum

- 10 Subject to paragraph 10, a meeting of the Chief Executives' Group will not proceed unless the chief executive or her/his substitute (appointed in accordance with paragraphs 6 and 7) of each of the Participating Authorities is present.
- 11 A meeting of the Chief Executives' Group may proceed despite the absence of a chief executive of a Participating Authority (and her/his appointed substitute) if that Participating Authority agrees in writing that the meeting can proceed without her/his attendance.
- 12 A member of the Chief Executives' Group may participate in a meeting of the Chief Executives' Group via conference telephone or video conference facilities; he/she will then be deemed to be present in determining whether a quorum is present.

Attendance by others

- 13 The UK and Scottish Governments shall each have the right to appoint one or more representatives to attend all or any part of any meeting of the Chief Executives' Group as an observer and/or to contribute information and advice to the discussions at any meeting of the Chief Executives' Group; for the avoidance of doubt, an individual attending a meeting of the Chief Executives' Group in any such capacity shall not have any voting rights.
- 14 The Chief Executives' Group may, at its discretion, invite any individual to attend all or any part of any meeting of the Chief Executives' Group as an observer and/or to contribute information and advice to the discussions at any meeting of the Chief Executives' Group; for the avoidance of doubt, an individual attending a meeting of the Chief Executives' Group in any such capacity shall not have any voting rights.

Decision-making

- 15 The Chief Executives' Group will use its best efforts to operate by broad consensus; should broad consensus on any issue not be achievable, decisions of the Chief Executives' Group will be made by a majority of votes cast.
- 16 For the avoidance of doubt, an individual participating in a meeting of the Chief Executives' Group via conference telephone or video conference facilities will be entitled to vote via such facilities.
- 17 Where a vote is taken, each of the members of the Chief Executives' Group shall have one vote.
- 18 If an equality of votes arises in relation to any matter put to the vote at a meeting of the Chief Executives' Group, the chairperson of the meeting will not have a casting vote.

Duty to act in the best interests of the Growth Deal

- 19 In carrying out their functions, members of the Chief Executives' Group shall recognise and give effect to the principle that each member of the Chief Executives' Group should take decisions in his/her capacity as a member of the Chief Executives' Group in such a way as he/she considers will best promote the overall success of the Growth Deal and in a manner which best furthers the collective interests of the Participating Authorities in that regard.
- 20 Each Participating Authority recognises and agrees that the chief executive of that Participating Authority, when carrying out his/her functions as a member of the Chief Executives' Group, is required to act in accordance with the provisions of paragraph 18; and undertakes to respect that principle in the context of any discussions between that Participating Authority and the chief executive regarding any aspect of the Growth Deal.

Frequency of meetings

- 21 Meetings of the Chief Executives' Group will be held on a quarterly basis, with additional meetings as deemed appropriate by the Chair of the Chief Executives' Group.

Support

- 22 The responsibility for supporting the Chief Executives' Group will rest with the PMO.
- 23 In arranging Chief Executives' Group meetings, the PMO shall use reasonable endeavours to arrange a date, time of day and location which facilitate attendance by members of the Chief Executives' Group.

- 24 The PMO will, without prejudice to its other duties, prepare and collate the papers and documentation required for each Chief Executives' Group meeting and arrange the time and location of each Chief Executives' Group meeting.
- 25 A full set of papers (including an agenda) will be issued by the PMO to all Chief Executives' Group members at least five Business Days before each meeting of the Chief Executives' Group.
- 26 Any Chief Executives' Group member wishing to submit a paper for discussion at a meeting of the Chief Executives' Group shall ensure that the PMO has received it at least five Business Days before the papers are due to be issued.
- 27 Papers may be issued outwith the normal timescale at the discretion of the Chair of the Chief Executives' Group, but Chief Executives' Group members may decide not to consider any papers if they feel that they have had insufficient time to study those papers in advance of the Chief Executives' Group meeting at which those papers were to be discussed; this applies particularly to papers tabled on the day of the meeting, which will not normally be considered.

Access to meetings

- 28 Meetings of the Chief Executives' Group will not be open to the public.

Recording of decisions

- 29 A list of action points arising from each meeting of the Chief Executives' Group will be circulated by the PMO to all Chief Executives' Group members, within 2 Business Days after the meeting.
- 30 Minutes of each meeting of the Chief Executives' Group will be circulated by the PMO to all those individuals referred to in paragraph 28, within 5 Business Days after the meeting.
- 31 Any comments on minutes of Chief Executives' Group meetings, or suggestions for amendment of such minutes, should be notified within 5 Business Days of receipt of the minutes to the PMO and to all other recipients of the minutes, for consideration (and, if considered appropriate, adoption) by the Chief Executives' Group at its next meeting.
- 32 Minutes of meetings of the Chief Executives' Group shall not be made available for public review by way of the Growth Deal website.

SCHEDULE PART 5A – COMPOSITION AND REMIT OF THE FINANCE DIRECTORS’ GROUP

Composition

1. The Finance Directors’ Group shall comprise:
 - the Finance Director of each of the Participating Authorities; and
 - an individual from the PMO.

Remit

2.1 The remit of the Finance Directors’ Group shall be to ensure financial probity, and address issues of risk and assurance, in relation to the delivery of the Growth Deal; in particular, the Finance Directors’ Group shall:

- support the PMO, the Chief Executives’ Group and the Partnership Board in overseeing the Growth Deal's finances;
- support the Partnership Board in ensuring that financial plans are set having regard to, and in alignment with, the business cases approved by the UK Government and Scottish Government from time to time;
- ensure that the expenditure from the Growth Deal Programme Budget is in line with the financial plan approved by the Partnership Board from time to time;
- consider quarterly financial reports, and escalate any significant risks to the Partnership Board through the Chief Executives’ Group;
- collate financial information across the various projects and initiatives which are being delivered from time to time as part of the Growth Deal, including performance against budget;
- take a proactive approach to the management of cash flow in respect of the Growth Deal as a whole;
- provide financial information to the Accountable Bodies, in a manner which enables the Accountable Bodies to fulfil their respective responsibilities in this regard to the UK Government and/or (as applicable) the Scottish Government.

2.2 Without prejudice to the preceding generality, and by way of illustration only, the remit of the Finance Directors’ Group shall include the following roles and responsibilities; in particular, the Finance Directors’ Group shall:

- approve the Growth Deal Operating Budget and Growth Deal Programme Budget; and
- approve the Growth Deal financial plan (to be agreed with the UK and Scottish Governments) and the annual updates to the Growth Deal financial plan;
- approve cashflow needs for the Growth Deal as set out in the Growth Deal financial plan and the Growth Deal Operating Budget and the Growth Deal Programme Budget

SCHEDULE PART 5B – RULES OF PROCEDURE FOR THE FINANCE DIRECTORS’ GROUP

Chair

- 1 A co-Chair approach shall apply in relation to the Finance Directors’ Group – with one Chair being a finance director of a Scottish Participating Authority and the other Chair being a finance director of an English Participating Authority.
- 2 The co-Chairs shall rotate among the finance directors of each of the Participating Authorities on an annual basis, with effect from the commencement of each Financial Year, but following the principle that each co-Chair must always be a finance director of a Participating Authority whose Leader, at the relevant time, holds the office of co-Chair of the Partnership Board.
- 3 For the avoidance of doubt, the office of Chair will not be a salaried position.
- 4 The chair of a meeting of the Finance Directors’ Group shall be:
 - 4.1 where the physical location of a meeting is specified in the meeting notice as being in England (irrespective of any right to participate in the meeting by electronic means), the then current co-Chair from an English Participating Authority; or
 - 4.2 where the physical location of a meeting is specified in the meeting notice as being in Scotland (irrespective of any right to participate in the meeting by electronic means), the then current co-Chair from a Scottish Participating Authority.
- 5 If neither of the co-Chairs is willing to act as chairperson of a meeting of the Finance Directors’ Group or is not present within 15 minutes after the time appointed for a meeting, the meeting shall appoint another member of the Finance Directors’ Group (who must be a finance director of a Participating Authority and not her/his substitute) to act as chairperson of the meeting.

Substitutes

- 6 Any Participating Authority may appoint another individual as a substitute for its finance director, to attend and participate in decision-making (including power to vote) at meetings of the Finance Directors’ Group at which the finance director is not present.
- 7 The substitute appointed by each of the Participating Authorities shall, in the interests of continuity, be appointed on an annual basis, or as otherwise agreed among the Participating Authorities.

- 8 For the avoidance of doubt, the finance directors of the Participating Authorities are expected to use every effort to attend meetings of the Finance Directors' Group in person (including for this purpose participation by conference telephone or video conferencing facilities); attendance by substitutes should be considered only in exceptional circumstances.

Quorum

- 9 Subject to paragraph 10, a meeting of the Finance Directors' Group will not proceed unless the finance director or her/his substitute (appointed in accordance with paragraphs 6 and 7) of each of the Participating Authorities is present.
- 10 A meeting of the Finance Directors' Group may proceed despite the absence of the finance director of a Participating Authority (and her/his appointed substitute) if that Participating Authority agrees in writing that the meeting can proceed without her/his attendance.
- 11 A member of the Finance Directors' Group may participate in a meeting of the Finance Directors' Group via conference telephone or video conference facilities; he/she will then be deemed to be present in determining whether a quorum is present.

Attendance by others

- 12 The UK and Scottish Governments shall each have the right to appoint one or more representatives to attend all or any part of any meeting of the Finance Directors' Group as an observer and/or to contribute information and advice to the discussions at any meeting of the Finance Directors' Group; for the avoidance of doubt, an individual attending a meeting of the Finance Directors' Group in that capacity shall not have any voting rights.
- 13 The Finance Directors' Group may, at its discretion, invite any individual to attend all or any part of any meeting of the Finance Directors' Group as an observer and/or to contribute information and advice to the discussions at any meeting of the Finance Directors' Group; for the avoidance of doubt, an individual attending a meeting of the Finance Directors' Group in any such capacity shall not have any voting rights.

Decision-making

- 14 The Finance Directors' Group will use its best efforts to operate by broad consensus; should broad consensus on any issue not be achievable, decisions of the Finance Directors' Group will be made by a majority of votes cast.
- 15 For the avoidance of doubt, an individual participating in a meeting of the Finance Directors' Group via conference telephone or video conference facilities will be entitled to vote via such facilities.

- 16 Where a vote is taken, each of the members of the Finance Directors' Group shall have one vote.
- 17 If an equality of votes arises in relation to any matter put to the vote at a meeting of the Finance Directors' Group, the chairperson of the meeting will not have a casting vote.

Duty to act in the best interests of the Growth Deal

- 18 In carrying out their functions, members of the Finance Directors' Group shall recognise and give effect to the principle that each member of the Finance Directors' Group should take decisions in his/her capacity as a member of the Finance Directors' Group in such a way as he/she considers will best promote the overall success of the Growth Deal and in a manner which best furthers the collective interests of the Participating Authorities in that regard.
- 19 Each Participating Authority recognises and agrees that the finance director of that Participating Authority, when carrying out his/her functions as a member of the Finance Directors' Group, is required to act in accordance with the provisions of paragraph 18; and undertakes to respect that principle in the context of any discussions between that Participating Authority and the finance director regarding any aspect of the Growth Deal.

Frequency of meetings

- 20 Meetings of the Finance Directors' Group will be held on a quarterly basis, with additional meetings as deemed appropriate by the Chair of the Finance Directors' Group.
- 21 The timing of quarterly meetings should align with the deadlines for quarterly reporting in accordance with the Monitoring and Reporting Framework and the timing of drawdown of funding from UK and Scottish Governments.

Support

- 22 The responsibility for supporting the Finance Directors' Group will rest with the PMO.
- 23 In arranging Finance Directors' Group meetings, the PMO shall use reasonable endeavours to arrange a date, time of day and location which facilitate attendance by members of the Finance Directors' Group.
- 24 The PMO will, without prejudice to its other duties, prepare and collate the papers and documentation required for each Finance Directors' Group meeting and arrange the time and location of each Finance Directors' Group meeting.

- 25 A full set of papers (including an agenda) will be issued by the PMO to all Finance Directors' Group members at least five Business Days before each meeting of the Finance Directors' Group.
- 26 Any Finance Directors' Group member wishing to submit a paper for discussion at a meeting of the Finance Directors' Group shall ensure that the PMO has received it at least five Business Days before the papers are due to be issued.
- 27 Papers may be issued outwith the normal timescale at the discretion of the Chair of the Finance Directors' Group, but Finance Directors' Group members may decide not to consider any papers if they feel that they have had insufficient time to study those papers in advance of the Finance Directors' Group meeting at which those papers were to be discussed; this applies particularly to papers tabled on the day of the meeting, which will not normally be considered.

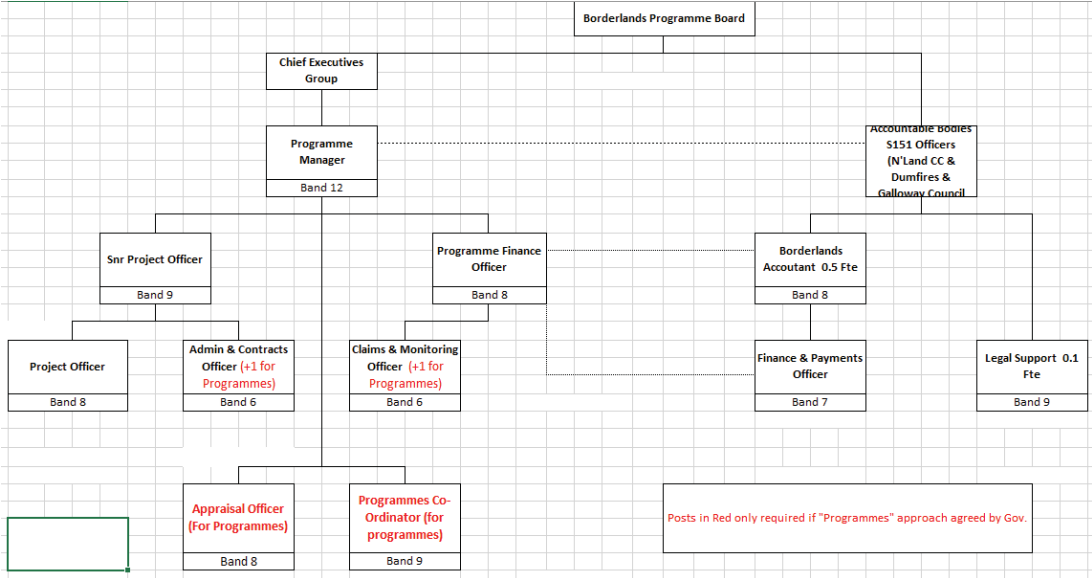
Access to meetings

- 28 Meetings of the Finance Directors' Group will not be open to the public.

Recording of decisions

- 29 A list of action points arising from each meeting of the Finance Directors' Group will be circulated by the PMO to all Finance Directors' Group members, within 2 Business Days after the meeting.
- 30 Minutes of each meeting of the Finance Directors' Group will be circulated by the PMO to all those individuals referred to in paragraph 29, within 5 Business Days after the meeting.
- 31 Any comments on minutes of Finance Directors' Group meetings, or suggestions for amendment of such minutes, should be notified within 5 Business Days of receipt of the minutes to the PMO and to all other recipients of the minutes, for consideration (and, if considered appropriate, adoption) by the Finance Directors' Group at its next meeting.
- 32 Minutes of meetings of the Finance Directors' Group shall not be made available for public review by way of the Growth Deal website.

SCHEDULE PART 6 – INITIAL COMPOSITION OF THE PROJECT MANAGEMENT OFFICE



Rates of pay of individuals within the PMO will be set at the pay rate of the PMO Host Employer for the relevant grade.

SCHEDULE PART 7 – PROJECT MANAGEMENT OFFICE STAFFING AND OPERATING ARRANGEMENTS

- 1.1 Where an officer has been appointed by a Participating Authority as a member of the PMO, the Participating Authority which is his/her employer shall ensure (through the reallocation of work to other employees as appropriate) that his/her other commitments are such that he/she is able to devote an appropriate amount of time to his/her work as a member of the PMO.
- 1.2 In the event that any member of the PMO ceases to be able to devote the requisite time to supporting the Growth Deal (or where that is anticipated to occur shortly), the Participating Authority which is his/her employer shall advise the Chief Executives' Group (who will in turn escalate this to the Partnership Board, where they consider that to be appropriate); and wherever possible shall seek to identify another officer who might provide similar support to the Growth Deal in his/her place.
- 1.3 The area or areas in which each member of the PMO is expected to provide support to the Growth Deal, and the extent of the contribution expected of him/her, shall be as determined by the Chief Executives' Group from time to time.
- 1.4 In carrying out their work in implementing the Growth Deal, all members of the PMO shall give effect to the policies set from time to time by the Partnership Board, and to the directions and instructions issued from time to time by the Chief Executives' Group; each of the Participating Authorities shall instruct each of its employees/officers who are members of the PMO accordingly.
- 1.5 One of the members of the PMO shall be designated as the **"Growth Deal Manager"**, or such other title as the Participating Authorities may determine from time to time, and he/she shall be responsible for day to day management of the PMO, acting in accordance with the scheme of delegation prescribed by the Chief Executives' Group from time to time.
- 1.6 The job descriptions (or (a) in the case of employees seconded to the PMO, their role and remit in the course of their secondment or (b) in the case of employees of the PMO Host Employer only partly engaged on Growth Deal work, their role and remit in the course of that work), shall be as determined from time to time by the Chief Executives' Group.
- 1.7 All members of the PMO who are to have the status of employees in respect of the Growth Deal shall be employed by the PMO Host Employer on such rates of pay, and on such other terms and conditions, which are the same as those set from time to time by the PMO Host Employer for its other employees of the equivalent grade.
- 1.8 All members of the PMO who are to have the status of secondees in respect of the Growth Deal shall be managed and supervised by the PMO Host Employer in accordance with such provisions (which shall be intimated to each seconded immediately upon commencement of the secondment) as the Chief Executives' Group may prescribe from time to time.
- 1.9 The PMO Host Employer shall not:

- 1.9.1 make any alteration to the rate of pay or other terms and conditions of employment of any of the individuals comprised in the PMO; or
- 1.9.2 make any alteration to the provisions governing secondment of any of the individuals comprised in the PMO;

without (in each such case) the prior approval of the Chief Executives' Group.

- 1.10 Notwithstanding the provisions of paragraph 1.4 of this Part 7 of the Schedule, there shall be no obligation to give effect to any policy, direction or instruction set or issued by the Chief Executives' Group if the implementation of that policy, direction or instruction would expose the PMO Host Employer (or any other Participating Authority who is the employer of any individual seconded to the PMO) to any significant risk of legal liability (whether under employment law, health and safety regulations, Data Protection Laws or otherwise).
- 1.11 Except insofar as the Chief Executives' Group may otherwise determine, each of the individuals comprised in the PMO shall devote the whole of his/her time during the hours of work specified in his/her contract of employment, or (as the case may be) specified in the relevant secondment agreement, to the work associated with the Growth Deal.
- 1.12 The PMO Host Employer shall ensure that the terms and conditions of employment (or, in the case of secondees, the provisions governing secondment) in respect of each member of the PMO contain provisions to the effect that all such Intellectual Property Rights as may be acquired by him/her in the course of his/her work in relation to the Growth Deal shall vest in the PMO Host Employer and that (if so required by the Chief Executives' Group) he/she shall execute and deliver a formal assignation or assignment (in such terms as the Chief Executives' Group may reasonably prescribe) assigning any such intellectual property rights (for nil or nominal consideration) to the PMO Host Employer; the PMO Host Employer shall enforce such provisions accordingly, in accordance with such directions as may be issued from time to time by the Chief Executives' Group.
- 1.13 In relation to each post comprised in the PMO (and including any occasion on which any such post falls vacant), the PMO Host Employer shall take such steps (which may include, for the avoidance of doubt, the involvement of a panel comprised of such individuals as the Chief Executives' Group may nominate) in relation to the process of recruitment, interview and selection as the Chief Executives' Group may prescribe.
- 1.14 The members of the PMO shall be accommodated in such premises as may be agreed from time to time between the Chief Executives' Group and the PMO Host Employer.
- 1.15 The PMO Host Employer shall be responsible for ensuring a safe and appropriate working environment for the PMO and for the provision of all appropriate fixtures and fittings, furniture, equipment, office supplies, ICT links and other facilities and services (including reasonable accommodation for meetings) for the members of the PMO, in accordance with such arrangements as may be approved by the Chief Executives' Group from time to time.
- 1.16 For the avoidance of doubt, the PMO Host Employer shall be responsible (to the exclusion of the members of the Chief Executives' Group and any bodies other than the PMO Host Employer which appoint individuals as members of the Chief Executives' Group) for ensuring compliance with all requirements under health and safety legislation which apply in relation to the members of the PMO.

- 1.17 The PMO Host Employer will be responsible for maintaining all appropriate insurances in respect of the work carried out by the members of the PMO and of the nature of employers' liability insurance (but extending to the secondees) in respect of the PMO itself; the PMO Host Employer shall:
- 1.17.1 comply with all reasonable directions issued from time to time by the Chief Executives' Group with regard to the insurances which it is to maintain under this paragraph;
 - 1.17.2 provide the Chief Executives' Group on request with a copy of the policy documents relating to such insurances, together with evidence that the premiums have been paid and that the insurances are in force.
- 1.18 All properly vouched expenditure incurred from time to time by the PMO Host Employer in respect of:
- 1.18.1 payments to the relevant employer in respect of secondees appointed to the PMO;
 - 1.18.2 the accommodation, facilities and services referred to in paragraph 1.14 of this Part 7 of the Schedule; and
 - 1.18.3 the insurances referred to in paragraph 1.17 of this Part 7 of the Schedule,
- shall be reimbursed to the PMO Host Employer out of the Growth Deal Operating Funds.
- 1.19 The Parties acknowledge and agree that the conduct and performance of all individuals employed in relation to the Growth Deal or seconded to the Growth Deal shall be kept under review by the Chief Executives' Group; the PMO Host Employer undertakes to implement all such disciplinary procedures and take all such other steps available to it in its capacity as an employer (or, as the case may be, available to it under the agreement with the employer of the relevant individual, in the case of a seconded) in respect of misconduct or failure in performance or other breaches of the terms and conditions of employment (or, as the case may be, the provisions relating to the secondment) of the members of the PMO as the Chief Executives' Group may direct from time to time.
- 1.20 Any sums payable (whether in respect of an award from an employment tribunal or court, the costs of contesting any application to an employment tribunal or court, or otherwise) in respect of any claim or application to an employment tribunal or court by any employee or seconded forming part of the PMO under employment law or any legislation relating to discrimination shall (subject to paragraph 1.21 of this Part 7 of the Schedule) be reimbursed to the PMO Host Employer out of the Growth Deal Operating Funds except insofar as the relevant claim or application is referable to any act or default (otherwise than in pursuance of a direction by the Chief Executives' Group) on the part of the PMO Host Employer.
- 1.21 With reference to the provisions of paragraph 1.20 of this Part 7 of the Schedule:
- 1.21.1 the PMO Host Employer shall advise the Chief Executives' Group promptly in writing upon becoming aware of any event or circumstances which might reasonably be expected to give rise to a claim or application falling within the provisions of paragraph 1.20 of this Part 7 of the Schedule or upon receipt of intimation of any such claim or application;

- 1.21.2 the PMO Host Employer shall not admit liability in respect of any such claim or application, or compromise or settle any such claim or application, or take any other step which might prejudice the ability to resist such claim or application, without (in each such case) the prior approval of the Chief Executives' Group;
- 1.21.3 the PMO Host Employer shall (subject to being indemnified out of the Growth Deal Programme Budget in respect of any liability which it may thereby incur) take all such steps to resist, compromise or settle any such claim or application as the Chief Executives' Group may direct from time to time.
- 1.22 The Parties agree that (subject to paragraph 1.23 of this Part 7 of the Schedule) the PMO Host Employer shall (except (a) as otherwise determined by the Chief Executives' Group; or (b) where Intellectual Property Rights are to be held by the Nominated Contracting Party in accordance with paragraph 1.9 of Part 8 of the Schedule) hold all Intellectual Property Rights in relation to any materials prepared by the PMO relating to the Growth Deal; the Parties shall take all such steps as the Chief Executives' Group may direct from time to time to give effect to the preceding provisions of this paragraph.
- 1.23 The PMO Host Employer shall, if so directed by the Chief Executives' Group, grant an appropriate licence to any Participating Authority or third party which is taking forward the delivery of any Growth Deal Project, authorising that Participating Authority or other third party to make use of any Intellectual Property Rights of the nature referred to in paragraph 1.22 of this Part 7 of the Schedule to the extent reasonably required to facilitate the delivery of that project.

SCHEDULE PART 8 – CONTRACTS RELATING TO OVERALL GROWTH DEAL

- 1.1 Where the Chief Executives' Group (or the PMO, within the scope of their delegated authority) determine from time to time that it would be appropriate for a Growth Deal Programme Contract to be entered into, they shall identify one of the Participating Authorities as the body which should take the role of contracting party in relation to that contract.
- 1.2 A Nominated Contracting Party shall take such steps in relation to the Growth Deal Programme Contract as may be appropriate, in accordance with such directions as the Chief Executives' Group (or, as the case may be, the PMO) may issue from time to time.
- 1.3 Without prejudice to the provisions of paragraph 1.1 of this Part 8 of the Schedule, the Nominated Contracting Party shall take such steps in relation to procurement (including the issue of invitations to tender, the assessment of tender submissions, the selection of consultants and contractors, and obtaining any necessary funder approvals) in respect of the proposed Growth Deal Programme Contract as the Chief Executives' Group may direct from time to time.
- 1.4 All properly vouched payments falling due under a Growth Deal Programme Contract shall be reimbursed to the Nominated Contracting Party out of the Growth Deal Programme Budget in accordance with clause 11 of the Agreement.
- 1.5 The Nominated Contracting Party shall:
 - 1.5.1 take all reasonable steps to comply with its obligations under any Growth Deal Programme Contract;
 - 1.5.2 advise the Chief Executives' Group without delay upon receipt of any notice or intimation which it may receive under any Growth Deal Programme Contract;
 - 1.5.3 take all such steps with regard to the issue of any instruction, consent or approval, or the exercise of any option, in respect of any Growth Deal Programme Contract in accordance with the directions issued from time to time by the Chief Executives' Group;
 - 1.5.4 take all such steps directed towards enforcement of the obligations of the other party or parties to each Growth Deal Programme Contract (or, as the case may be, directed towards contesting any claim made by any other such party or parties) in each case in accordance with the directions issued from time to time by the Chief Executives' Group; and
 - 1.5.5 generally take all such steps in respect of each Growth Deal Programme Contract as the Chief Executives' Group may reasonably direct from time to time.
- 1.6 The Nominated Contracting Party shall not take any step (other than the making of payments to the relevant party or parties as they fall due, and such other steps as may be required for compliance with its obligations) under any Growth Deal Programme Contract otherwise than:

- 1.6.1 in accordance with a direction issued by the Chief Executives' Group; or
- 1.6.2 in circumstances where the failure or delay on the part of the Nominated Contracting Party in taking that step could expose the Nominated Contracting Party to a significant risk of legal liability.
- 1.7 The Chief Executives' Group may delegate such of its powers under paragraphs 1.1 to 1.6 of this Part 8 of the Schedule as it thinks fit (either generally or in relation to any particular Growth Deal Programme Contract or Growth Deal Programme Contracts) to a member or members of the PMO; in that event, references in those clauses to a direction by the Chief Executives' Group shall be interpreted as a direction by the relevant member or members of the PMO.
- 1.8 The Chief Executives' Group, shall, in issuing directions to the Nominated Contracting Party under paragraphs 1.1 to 1.7 of this Part 8 of the Schedule, seek wherever appropriate to ensure that appropriate rights of recourse against the relevant contractor or consultant are available to any party which will be relying upon the work carried out under the relevant Growth Deal Programme Contract, whether through the issue by the contractor or consultant of collateral warranties or otherwise.
- 1.9 The Parties agree that (subject to paragraph 1.10 of this Part 8 of the Schedule) the Nominated Contracting Party shall (except as otherwise determined by the Chief Executives' Group) hold all Intellectual Property Rights in relation to any materials prepared by the PMO, any contractor or consultant or any other party engaged in respect of the carrying out of any Growth Deal Programme Contract, or otherwise relating to the Growth Deal; the Parties shall take all such steps as the Chief Executives' Group may direct from time to time to give effect to the preceding provisions of this paragraph.
- 1.10 The Nominated Contracting Party shall, if so directed by the Chief Executives' Group, grant an appropriate licence to any Participating Authority or third party which is taking forward the delivery of any Growth Deal Project, authorising that Participating Authority or other third party to make use of any Intellectual Property Rights of the nature referred to in paragraph 1.9 of this Part 8 of the Schedule to the extent reasonably required to facilitate the delivery of that project.

ECONOMIC GROWTH SCRUTINY PANEL

Agenda
Item:
A.5

Meeting Date: 17 OCTOBER 2019
Portfolio: ECONOMY ENTERPRISE & HOUSING
Key Decision: NO
Within Policy and Budget Framework YES
Public / Private PUBLIC

Title: CARLISLE AMBASSADORS
Report of: CORPORATE DIRECTOR, ECONOMIC DEVELOPMENT
Report Number: ED 32/19

Purpose / Summary:

To provide Members with an update on the Carlisle Ambassadors initiative and programme 2019.

Recommendations:

The Economic Growth Scrutiny Panel are asked to note the contents of the report.

Tracking

Executive:	
Scrutiny:	
Council:	

1. BACKGROUND

- 1.1 Carlisle Ambassadors' was established in 2013 to liaise with businesses and enable businesses to talk confidently about what was happening in the city and help support the economic growth of the city. To support the initiatives, it was important to understand what is important to the city – the 'Carlisle Story' was produced and was supported by the brand.
- 1.2 In December 2014, external support was secured to drive forward the 2015 Carlisle Ambassadors' programme. Their remit was to ensure that the Carlisle Ambassador programme provided maximum support and benefit to businesses connected with the area and to the City itself. The appointment was funded by contributions from the Carlisle Ambassadors' membership and Carlisle City Council. The programme aimed to unite companies, organisations and individuals in a powerful network to change perceptions of Carlisle and raise the areas profile as a prime business location.

2. CARLISLE AMBASSADOR PROGRAMME

- 2.1 In 2015, the Carlisle Ambassador programme offered six bi-monthly meetings held at venues which helped showcase Carlisle. A website and social media channels were established ready to support local business news and events.
- 2.2 The first meeting held in January 2015 was attended by 150 people representing businesses from across the district.
- 2.3 Over the course of the 2016/17 and 2017/18, Carlisle Ambassador meetings continued to be oversubscribed with waiting lists for places at events.
- 2.4 The **programme for 2019** was refreshed in format and included four Carlisle Ambassador meetings themed around the Council's economic and corporate priorities.
- 7 March at the Halston – Skills and Learning
 - 13 June at Carlisle Racecourse – Corporate Social Responsibility
 - 11 September at Carlisle Airport– Development and Regeneration
 - 27 November at The Shepherds Inn - Transport and Logistics
- 2.5 In addition, this year's annual Marketeer event took place on 9 October 2019. The purpose was to bring together marketing experts from a broad range of businesses and organisations to share knowledge and to enable them to promote Carlisle at the same time as promoting their businesses. The event was held in Smiths Hotel Gretna

with delegates from England and Scotland in attendance. The agenda covered Place Making, Place Marketing, Digital Marketing, Marketing for a small business and Borderlands.

3 PROMOTION OF CARLISLE

Carlisle Ambassadors' has worked with the Council to promote Carlisle.

3.1 Exhibiting Carlisle

- **CIPD Event at the Halston** – opportunity engage with new businesses to promote Carlisle and Carlisle Ambassadors
- **Lakes Hospitality Trade Show 13 & 14 March 2019**– The Lakes Hospitality Show is a celebration of the hospitality industry and a hub for both local and national companies to showcase the cutting-edge development and products. The event established 44 years ago and has grown to provide 143 trade stands attracting 1,274 visitors in 2019. Delegates attended in large numbers from across Cumbria, Lancashire and Yorkshire with some representation from farther afield. Visitors to the Carlisle stand were keen to make contact to explore potential business opportunities in Carlisle and for information regarding our tourism offer.
- **Visit to Lancashire Shout Expo – 29 March 2019**– is well established and attracts around 150 exhibitors with over 2,000 visitors on the day. Networking opportunities resulted in new contacts with businesses in Preston including Preston Partnership and City Council. Subsequently Preston City Council contacted us to find out more about Carlisle Ambassadors.
- **Greater Manchester Shout Expo – 17 May 2019** – This was a first Shout event to be held in Greater Manchester and as such attracted 120 exhibitors with 1,500 visitors from across the North West. Carlisle Ambassadors and Discover Carlisle shared a stand which featured products produced in Carlisle. Local businesses and Carlisle Ambassador members donated their products for officers to give to delegates visiting the Carlisle stand. The display included Carlisle branded marketing materials including the Carlisle Prospectus, Discover Carlisle brochure and information on projects and investment opportunities here in Carlisle. The event resulted in businesses making enquiries regarding opportunities to do business in Carlisle and some joining Carlisle Ambassadors in order to network with our local businesses.

3.2 Developing New Partner Relationships

As part of the remit to expand the reach of Carlisle Ambassadors, meetings with businesses are undertaken to help build relationships and foster partnership working. During the 2019 programme, meetings have been held to secure keynote speakers or showcases for Ambassador events with over 25 new businesses. Engagement with new businesses through attendance at Carlisle Ambassador events totals over 350; with circa 80 new businesses attending for the first time at each event and an additional 40 to 50 new businesses attending the Marketeer event.

3.3 Young Carlisle Ambassadors Talent Connect Event

This latest initiative has opened so many doors and provided the opportunity to engage with businesses not currently taking an active part in the Carlisle Ambassador Programme. It has also helped develop stronger connections with Cumbria LEP through the Cumbria Careers Hub and Enterprise Advisors network and increased engagement with schools, colleges and training providers by working in partnership to deliver an event which meets key objectives for all parties.

4. OUTCOMES

4.1 Membership

- In February 2015 the paid membership numbered just under 50 businesses. This has grown steadily to 194 businesses (as at 26 Sept 2019), all contributing to the Carlisle Ambassador programme.
- Membership is inclusive – businesses of all sizes from sole trader to multinational, not for profit and individuals can all join Carlisle Ambassadors.
- Membership contributions are set on a scale based on the size of the company: from £50 per annum up to £995 per annum.
- Member benefits include:
 - Website directory listing which is interactive, where businesses can update their profile, engage with other businesses, promote offers, blog and upload articles.
 - Opportunities to showcase at Ambassador events and join CA when we take Carlisle 'on the road' to showcase our Carlisle offer
 - Social media channels: Facebook, Instagram, LinkedIn, Twitter established. Great way for Carlisle Ambassadors and others to promote Carlisle.

- Opportunities to collaborate on projects which either raise the profile of Carlisle as well as their business and often help support local organisations to improve the quality of life for local people.

4.2 New Partnerships

4.2.1 Encouraging new businesses to engage with the programme and join Ambassadors has continued to be successful with membership numbers at an all time high. There is of course a small churn with a few businesses leaving but this is outweighed by numbers joining.

4.2.2 During 2019 Carlisle Ambassadors has worked closely with several organisations in partnership to deliver benefits for Carlisle. For instance:

- Federation of Small Businesses (FSB) promote Carlisle Ambassadors to their membership via social media and newsletter, increasing our reach across the North West. The FSB also sponsored the Young Carlisle Ambassadors' Talent Connect event.
- Carlisle Airport – event held on 11 September and working relationship established which has been useful in gaining access for photography and filming at the Airport and plans to work closely together in the future to promote Carlisle in Belfast, Dublin and Southend.
- Institute of Directors – discussions to look at joint working with their members in the future.
- Shout Events – following showcasing at the Manchester Business Expo, Shout Events and Carlisle Ambassadors have been in discussions to bring a large business expo up to Carlisle. This is planned for June 2020 and we will continue to work closely with Shout on this.
- Krome Technologies – met at the Manchester Business Expo, now members of Carlisle Ambassadors and supporters of the Young Carlisle Ambassadors event. They have also raised the profile of Carlisle in Media City, Salford where they are located.
- SP Training and Transport Group – working closely with them on a project and the content for November Carlisle Ambassador meeting.

- Cumbria Careers Hub (CLEP) – through the Enterprise Advisors network, dissemination of information for the Young Carlisle Ambassadors event ensured schools across Cumbria received details. The Cumbria Careers Hub were also sponsors of the event.

4.3 Media / Press Coverage

4.3.1 Carlisle Ambassador meetings are regularly attended by the media. Articles have appeared in the following publications: In Cumbria, Carlisle Living, News & Star, Cumberland News and further afield in Business Up North, Entirely Northwest and Life up North. Local radio CFM and BBC Cumbria, Border TV and That's Cumbria regularly feature items on Carlisle Ambassador activity.

4.3.2 In 2019, dedicated Press / PR support was secured for the initiative as part of the annual contract review. Gundog PR reports that over the year, Carlisle Ambassadors has had a minimum of £45k in total coverage with TV, Radio and Press with a reach of 3 - 3.25 million people.

This includes coverage by the following and their reach in terms of numbers of readers / viewers:

- Newsquest Newspapers Cumbria - 68,202
- InCumbria Magazine - 4,000
- ITV Lookaround - 162,000
- BBC North East & Cumbria - 206,000
- BBC Radio Cumbria - 73,000
- That's Cumbria TV - 7,100
- Cumbria Crack - 24,000
- Cumbria 24 - 9,300
- Business Up North - 31,000
- Life Up North - 23,000
- Entirely Northwest - 8,400
- The Business Desk Northwest - 9,300
- Northwest Business Insider - 14,167
- Business Desk - 16,300

4.3.3 High profile social media coverage includes:

- CA Facebook Page - 1587 followers
- CA FB Groups - 742 Members
- CA marketeers group - 296 members
- CA LinkedIn group - 845 members

- CA Twitter - 4542 followers
- CA Instagram - 828 followers
- Website analytics – Sep 18 - Sep 19 - 5.2k users 7k sessions

5. PROJECTS

- 5.1** There is a growing list of Carlisle Ambassador projects with meetings inspiring the membership to come forward, share their ideas and collaborate to deliver them. Some of the amazing projects being brought forward from Carlisle Ambassadors include:
- 5.2 **Marketeer Group:**** established as an open group (no need be a member of Ambassadors) to reach out to marketeers and provide them with the information and tools to promote Carlisle as an integral part of their own business marketing. One annual meeting takes place each year and a Facebook group established specifically for marketing of Carlisle business events, initiatives and offers. Engagement with the Facebook group is growing. The latest Marketeer event took place on 9 October with a fantastic turn out from Carlisle and the Borders.
- 5.3 **Give a Day:**** came from an idea raised by Andy Fearon at the March 2015 meeting. His call to action 'Find your passion, find your project, find your partner' and 'Give a Day to the City' ignited movement which has become an annual event. Carlisle businesses have collaborated each year to come up with innovative projects and deliver them utilising their own skills and resources or calling on their business contacts for support. Over 42 projects have been delivered benefiting 10,200 people.

As with much of the Carlisle Ambassador activity, this gets noted by the rest of the country. The Give a Day concept started here in Carlisle now has other places picking up on the idea and delivering their own Give a Day.

- 5.4 **Young Carlisle Ambassadors:**** this event to showcase the breadth of opportunities in Carlisle and Cumbria in terms of education, training, skills development and employment, was born from an idea from our young Carlisle Ambassadors. In January 2019, the event Committee made up of young people and a handful of adult mentors, had a vision which was realised on 21 September in Carlisle City Centre. Thirty-seven businesses took part on the day highlighting potential career paths by ensuring that their showcase stands were engaging and interactive to encourage conversations with young people. The programme included 9 speakers and 6 workshops enhanced by entertainment provided by

young people for young people, all in the spirit of the project. Young people from schools as far away as Whitehaven, Ullswater and the Scottish Borders attended the event alongside local schools and colleges.

Feedback following the event has been extremely positive with at least one city centre business reporting an uplift in trade on the day. Several exhibitors reported successful engagements, for example:

- Krome Technologies – over 60 engagements with young people on their ‘crack the code’ competition. One lucky person was the winner of a laptop.
- Clark Door – 5 young people signed up for their next round of apprenticeships intake.
- Jelf Insurance – their stand was busy all day with young people trying out their popular video game whilst finding out more about the world of insurance.
- Pirelli had a popular stand with their model ‘pit stop’ experience where young people could change a tyre, formula 1 style.

- 5.5** A selection of background documents are attached at Appendix A to provide Members with further insight into the programme and activity.

6. CONCLUSION AND REASONS FOR RECOMMENDATIONS

- 6.1** Members are asked to note the contents of the report in order that they are appropriately informed with regards to current and forthcoming key initiatives associated with the Carlisle Ambassador programme.

7. CONTRIBUTION TO THE CARLISLE PLAN PRIORITIES

- 7.1** The Carlisle Ambassadors’ programme directly supports and cuts across a number of the City Council’s corporate priorities including:
- Promote Carlisle as a place with much to offer – full of opportunities and potential, a place to visit, live, work and invest.
 - Support the growth of more high quality and sustainable businesses alongside skills development to improve employment opportunities and economic prospects for the people of Carlisle.
 - Working more effectively with partners to achieve the City Council’s priorities.

Contact Officer: Debbie Kavanagh

Ext: 7018

**Appendices
attached to report:**

Note: in compliance with section 100d of the Local Government Act 1972 the report has been prepared in part from the following papers:

- **None**

CORPORATE IMPLICATIONS:

LEGAL -

FINANCE –

EQUALITY –

INFORMATION GOVERNANCE –



Cumbrian business network continues to grow...

Since 2015, Carlisle Ambassadors, have been promoting and operating a business relationship community with a vision to engage with local businesses, through assisting them to network, learn, grow and build profitable strategic partnerships, growing to over 180 members in that time.

The membership is made up of like-minded business people who want to benefit from a strong and influential network and are interested in making a difference for the future growth and development of the City of Carlisle.

Carlisle Ambassadors is designed to grow and promote business development opportunities for the district. It aims to undertake this by working with a variety of partners to build key relationships, with the overall objective of actively encouraging inward investment to ensure the sustainability of existing businesses and the incubation and growth of new high value businesses.

Alongside this the network aims to facilitate the creation of a range of skilled, high quality job opportunities throughout the area to ensure the future growth of the City as a major economic and cultural hub in the north of England.

Carlisle Ambassadors attracts a broad cross section of key decision-makers, people who find our professional and business focused format an ideal environment for building close working links and establishing an invaluable 'support network' of business contacts for the future growth and development of their businesses.

We all recognise that the value of networking is now widely accepted, most businesses realise that word-of-mouth recommendation is by far the best way to gain new business. To that end Carlisle Ambassadors is a great way to meet new customers, new suppliers or meet like-minded business leaders and share experiences and nurture future relationships.

Michelle Masters, Carlisle Ambassadors, project lead, said: "We have seen a steady growth in our membership over the last four years and we hope to develop our membership further in the coming months and years. We firmly believe that building long term effective relationships through local business networking, opens up opportunities leading to business growth. As we all know spending time in the company of the right people is an investment in your business's future... so come and join us at our next event and find out why you really need to include Carlisle Ambassadors in your business growth strategy."

To find out more contact Michelle Masters by email info@carlisleambassadors.co.uk or by calling 07810 224 735

Editors Notes:

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2/ To become a member of Carlisle Ambassadors please get in touch with Michelle Masters by emailing: info@carlisleambassadors.co.uk or by calling 07810 224 735

3/ For press queries please contact Greg Stephenson by emailing info@gundogpr.co.uk or by calling 07825 511 896



CARLISLE AMBASSADORS MEMBERSHIP BENEFITS

COMPARING THE TYPES OF MEMBERSHIPS AND BENEFITS

£95, £195, £295, £595

£995

3 attendees at each meeting 3 x £55 inc lunch x 4 = £660	5 attendees at each meeting 5 x £55 inc lunch x 4 = £1100
web listing with interactive benefits £295	web listing with interactive benefits £295
potential showcase (once a year) £600	potential showcase (once a year) £600
Members table Posting in our groups £100	Members table Posting in our groups £100
PR Shout outs £600	PR Shout outs £600
SOS/Help in programme £100	SOS/Help in programme £100
Project collaboration Priceless £?	Project collaboration Priceless £?
Networking & Support £?	Networking & Support £?
Other training/events opportunities £?	Other training/events opportunities £?
TOTAL £2355	TOTAL £2795



The best of Carlisle on show at the

Representatives from Carlisle Ambassadors and Carlisle City Council have been promoting the benefits of investing in Carlisle.

Michelle Masters (Carlisle Ambassadors), Debbie Kavanagh (Carlisle City Council Economic Development) and Paul Walker (Carlisle City Council Destination Manager) attended the inaugural Greater Manchester Business Expo at the USN Bolton Arena on Friday 17 May.

Organised by the Shout Network, the first ever Manchester event proved to be a hit, with over 120 Exhibitors and 2000 delegates from across the country traveling to Bolton to attend. This busy backdrop provided the Carlisle team with a unique platform to network and make connections with Manchester's thriving and ever-growing business community.

The event also gave the team the chance to promote Carlisle as a place in which to live, work and do business – to showcase business opportunities based around Kingmoor Park's Enterprise Zone and St Cuthbert's Garden Village, as well as highlighting the future tourism opportunities around the Borderlands Inclusive Growth Deal and existing opportunities based around the UNESCO World Heritage site of Hadrian's Wall.

Carlisle's Ambassador businesses members; including John Watt & Sons, McVitie's, Lakeland Bakes, Eva's Organics, Molly's Lemonade, Claire's Handmade, Xocolate, Carlisle Brewery, Solway Spirits, Lakeland CBD, Compton's and Lakeland Mues, also lent the team a helping hand by kindly providing them with a selection of samples to give away during the day, further showcasing the diversity of businesses operating in the district.

Michelle Masters, Carlisle Ambassadors, project lead, commented: "We couldn't quite believe how busy it was, the USN Bolton Arena was buzzing and there was a fantastic atmosphere. We met hundreds of people who showed a genuine interest in Carlisle and what Carlisle Ambassadors are doing for the city and its wider business community. Both businesses and public sector partners showed a great deal of interest in what is being achieved by our business network, with many

expressing an interest in attending our next meeting to find out more about what is going on in our vibrant City and how we have galvanised to work together to create a positive future for the city.”

Carlisle City Council, added:

“Carlisle has lots to offer and is a growing city. There’s never been a better time to invest in the Carlisle. We’re the beating heart of the Borderlands region and have recently secured multi-million investment for transformational schemes.

“A big thanks to all the Carlisle Ambassador partners for their continued support. Working together, we can encourage growth and provide long term benefits for our residents, businesses and visitors.”

Editors Notes:

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2/ To become a member of Carlisle Ambassadors please get in touch with Michelle Masters by emailing: info@carlisleambassadors.co.uk or by calling 07810 224 735

3/ For press queries please contact Greg Stephenson by emailing info@gundogpr.co.uk or by calling 07825 511 896

CARLISLE AMBASSADORS
INFLUENCE THE FUTURE OF THE CITY

SHOUT EVENTS



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Help

JUN
12

Cumbria Business Expo 2020
by Shout Network [Ticket](#)

CUMBRIA
BUSINESS
EXPO 2020

Free

Register

Last meeting huge feedback

Thomas James E. Co is then - 19th
centuryman, even today great set
of words from 19th century man
A. B. O. M. 1831-1891



Height, 4' 6"

Weight, 160 lbs.

Is your IT team keeping you safe?
Protec Systems, Inc.

[illegible]

—MAY 28, 1968
—MAY 28, 1968
—MAY 28, 1968

agencies, we are happy to support any day. To join in protect the best week of July to go <https://t.me/itsallaboutus> and <https://t.me/itsallaboutus>

[Allergan Inc. - Allergan Inc.](#)



Antonia Ryan (@arical) at 19h
Moby Dugmall from @CantileRaces
welcoming @CantileRaces today. Their
swee absest for the Caliste Bell Base is
amazing!



ibbestcommunitytown... - 12h
 nely inspiring guy! So
 out our communities
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 els with @CumberlandBS
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ambassadors (local... 181)

@CarriLeeRae today
 Green hunter for @CarriLeeRae at
 Gary Martin @GaryMartinDA - 1 pt
 @CarriLeeRae today



Atlanta Ryan social will join Molly Dingwall from @Catholicism for writing @Catholicism today. Their new subject for the Catholic Ball Race is writing?

High Land & Property Group Ltd is at <https://www.linkedin.com/company/high-land-and-property-group-ltd/> for looking forward to higher speakers at today's you can compare social network managers and

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nand antenides (3)



(Faint handwritten notes at bottom left)

Gary Robertson in-
were mentioned in

Great turnout for @CasilasRaces today pic.twitter.com/nWg4CjIAHr

@bekstmr
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islandbase
:Minds 🧠 It
hear about
e many brill
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communities

COMC @carlsleccomc 19
At our first meeting of
#carlsleambassadors as official
members with @CarlePrich
@carlsleambass

Andy Fearon (@asfearon - TON)
Super Mel representing @GADCarriStie
twitter.com/carlistsamboss..

Carlisle Ambassador (left) ... 1st
Mel talking all about the AD Carlisle



CARLISLE AMBASSADORS INFLUENCE THE FUTURE OF THE CITY



Independent Adventure is at
Talkin' Adventures.

2 Jun at 16:42 • Carlisle, Cumbria • 📍

We just love working with local businesses. Evening Team Building events are a relatively new introduction designed to help bring teams together to have a great time, without stealing your weekend or busy work time.

The inspiration for these evenings came at a recent meeting of Carlisle Ambassadors, thanks to Gary Martin of David Allan for highlighting your need and for making the most of your evening with us.

<https://www.independentadventure.co.uk/outdoor-activities-cumbria-blog/evening-team-building>



A great 'example' of the
power of networking at Carlisle
Ambassadors !



CARLISLE AMBASSADORS INFLUENCE THE FUTURE OF THE CITY GAD UPDATE



Just some of the 1650 individuals that have supported 42 Give A Day Projects benefiting 10,200 people! THANK YOU TO EVERYBODY!!! Give A Day to The City - Carlisle 2019 #giveadayheroes



Economic Futures

Carlisle Ambassadors held their latest meeting at Carlisle Lake District Airport on Wednesday 11th September, where the city's entrepreneurs and business leaders learnt more about Carlisle's positive economic future.

Ambassadors gathered at 10.30 for tours of the airport facilities, after which they gathered in the main departure lounge to continue the day's business. Where they heard from Kate Willard of Carlisle Lake District Airport, who though unable to attend gave a video briefing of Carlisle Airport's importance as a transport hub, as an access point to both London and onwards to Europe, and Dublin and onwards to the United States as a domestic passenger. Alongside that members of her team answered audience questions about the airport's capabilities, infrastructure and flight operations.

Emma Porter, Managing Director of Story Contracting, gave assembled delegates an overview of the business and an insight into some of the major infrastructure projects the company has embarked on in recent years including a flood resilience project at McVitie's, Carlisle, Currock Bridge Cycle scheme, replacement bridge works at Pooley Bridge near Penrith and bridge strengthening works on Kendal's Victoria Bridge.

Jane Meek, Carlisle City Council's Corporate Director of Economic Development followed on by providing economic development and business insight highlighting continued growth and development across the City, supported by officers Garry Legg and Steven Robinson. Who both provided detailed overviews of key milestone projects; including The Borderlands Inclusive Growth Deal, St Cuthbert's Garden Village, the Southern Link Road and the City Centre investment strategy.

Greg Stephenson from Carlisle Ambassadors outlined continued business investment across the City, including the new state of the art 60 bed residential care home in Carlisle; Burnrigg Court. Within The Walls a £2m redevelopment located on Victoria Viaduct, which will see the creation of a bar, restaurant and function and events space. The creation of a dedicated electrical apprentice training centre in the city by work-based training company JTL. Alongside business news from Black Magic Car Detailers, Clark Door, VR Gateway, Cache4 IT Solutions, Amante Bar and Secret Garden,

Bruce & Luke's, PartsPlus, Castle Chocolates, Best Dressed Kidz Children's Boutique, NK Fashion, Deichmann and River Island.

Michelle Masters, Carlisle Ambassadors, project lead, then rounded up with an insight into the continued growth of Carlisle Ambassadors, and highlighted the recent successes of Give A Day To The City and the of the Young Ambassadors and their Talent Connect event in the city centre.

Michelle said: "It is clear to see that the economic future of the city is bright, by working together, bringing local businesses and our communities together we are all helping to create a bright future for our city. There is no doubt that we as ambassadors want to see positive growth and development that transforms our communities for the better. Growth that will put Carlisle at the forefront of the north of England's economy and will further amplify the role of our city as a strategic hub. Carlisle's future is exciting, and we all have a role to play as we take the city forward for the future creating opportunities and reducing barriers enabling our residents to access high quality employment opportunities, education and skills development whilst growing the Carlisle economy."

To find out more contact Michelle Masters by email info@carlisleambassadors.co.uk or by calling 07810 224 735

Editors Notes:

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Carlisle's next generation of business leaders look to the future

Carlisle's next generation of budding business leaders are gearing up to host Talent Connect in the heart of Carlisle on Saturday 21st September.

For one day only Carlisle city centre will play host to a daylong event designed to bring young people together in one place so that they can get inspired, discover high profile career opportunities, take a different look at learning, and get involved in creating a bright future for themselves and for the City of Carlisle.

From 10am the city centre around Market Cross will be split into four zones for this innovative event, the enterprise zone, careers zone, learning zone and chill out zone.

On the day young people can pick up a range of free goodies and enjoy free coffee, cake and even a mocktail or two in the chill out zone, find out how to run their own business and how some of Carlisle's entrepreneurs and business leaders started out themselves in the enterprise zone, meet with over 40 future employers in the careers zone and get some information to help them choose the right learning pathway in the learning zone.

Throughout the day there will be a host of interactive activities, demonstrations and workshops to help Carlisle's young people open their eyes to the wide range of future opportunities available to them here in Cumbria.

Michelle Masters, Carlisle Ambassadors, project lead, said: "The overall aim of Young Ambassadors Talent Connect is to share ideas, knowledge and skills, which will raise the aspirations of Carlisle's young people, by encouraging them to challenge, and look beyond their pre-conceived ideas of what they can achieve in the future living and working in the region."

Michell added: "Talent Connect is a project devised by young people for young people, the idea came from those involved with Carlisle Young Ambassadors. As a group they recognise the potential the city has and the tremendous opportunities that they have as young people to develop and shape

the City for their futures. They wanted to create this event to share that knowledge and give their peers the opportunity to find out what's going on in the city for themselves, to help them discover that they have the power to shape their own futures simply by find out what's out there."

Leader of Carlisle City Council, Cllr John Mallinson, said:

"We're delighted to be supporting the Talent Connect event. It will provide a great opportunity for budding entrepreneurs to meet up with local businesses and be inspired to help share the city's future. Thanks to all the businesses that have volunteered their support, and also the Young Ambassadors' group for providing the inspiration for the event."

To find out more contact Michelle Masters by email info@carlisleambassadors.co.uk or by calling 07810 224 735

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Carlisle Talent Connect

Carlisle's next generation of budding business leaders are preparing to gather in the heart of the city on Saturday 21st September for the city's inaugural Talent Connect event, which will be launched by John Stevenson MP.

For one day only Carlisle city centre will play host to a daylong event designed to bring young people together in one place so that they can get inspired, discover high profile career opportunities, take a different look at learning, and get involved in creating a bright future for themselves and for the City of Carlisle.

From 10am the city centre around Market Cross will be split into four zones for this innovative event, the enterprise zone, careers zone, learning zone and chill out zone.

Throughout the day there will be a host of interactive activities, demonstrations and workshops to help Carlisle's young people open their eyes to the wide range of future employment opportunities available to them right here in Cumbria.

Workshops get underway at 10.30am with Krome Technology talking about cyber security and staying safe online, 11.20am sees NXT Recruitment providing CV advice and hints and tips to stand out from the crowd, at 12.10pm Darren Horne will spend time talking about the value of effective communication, at 1pm members of the team from Borderway Finance will chat about financial awareness, providing advice on money like buying that first car, 1.50pm members of the Talento team will outline the three Cs needed to build your confidence, the last workshop will round things off at 2.40pm with CIPD Cumbria chatting about personal career development.

There will also be a host of practical talks, with proceedings getting underway at 10.25am with Phil Taylor from Mencap chatting about careers in the third sector, 10.50am will see Michael Lowerson from Lancaster University outline the value of further education, at 11.20am Debbie Francis from Direct Rail Services talk about investing in yourself, 12.00 noon will see Sian Rae and Holly Moxon from Cartmell Shepherd give an insight into legal careers, at 12.40pm Scott Wigglesworth from Blackfell Photography will chat about photographic careers, 1.10pm will see Karen Stalker from Cumbria Transport Logistics outline opportunities in transport and logistics, at 1.35pm Mia Abbott from Staffordshire University will chat about her path into forensic science, at 2.05pm Bruce Richards from Paragon Veterinary Practice will highlight opportunities in veterinary science, at

2.45pm, Peter Johnston from John Watt & Son will chat about working in the hospitality industry, and the final talk will get underway at 3.15pm with the Centre Parcs team outlining careers in hospitality.

Michelle Masters, Carlisle Ambassadors, project lead, said:

“Young Ambassadors Talent Connect is designed to share ideas, knowledge and skills. We aim to help them discover that they have the power to shape their own futures simply by finding out what’s out there. We want to raise the aspirations of Carlisle’s young people, to get them to look beyond their pre-conceived ideas of the future career opportunities open to them should they choose to live and work in the county.”

John Stevenson MP for Carlisle, said:

“This is a brilliant opportunity for young people to discover the fantastic career opportunities that are available to them locally, without having to move away from Carlisle. I am pleased to hear that there will be such a variety of workshops and activities offered throughout the day, which I hope will inspire the next generation.”

Leader of Carlisle City Council, Cllr John Mallinson, added:

“The Talent Connect event is a great opportunity for budding entrepreneurs to meet up with local businesses and be inspired to help share the city’s future. Thanks to all the businesses that have volunteered their support, and also the Young Ambassadors’ group for providing the inspiration for the event.”

To find out more about Talent Connect contact Michelle Masters by email info@carlisleambassadors.co.uk or by calling 07810 224 735.

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The future of business

How Jelf helped unlocking young people's potential by getting involved in a careers event



The Jelf team at the Carlisle Ambassadors event



The Jelf Carlisle team was delighted to attend the Carlisle Young Ambassadors Talent Connect over the weekend of September 21.

The successful event was organised by the Young Carlisle Ambassadors, a network comprised of individuals who are interested in making a difference for future growth and development of the city. They have followed in the steps of their adult

counterparts, Carlisle Ambassadors, joining in with the process to shape the city for their future.

Michelle Masters, who leads both ambassador groups said: "The Young Carlisle Ambassadors wanted to hold a careers day with a difference, allowing local businesses to showcase what great career opportunities are available.

"It was great to see Jelf supporting this event, helping us retain our valuable talent within the region."

Mark Daley, regional director of Jelf, said: "The Jelf team today included a group of our young rising stars.

"These individuals are the future of the business and we are passionate about providing the right support to allow their full potential to be realised in the future.

"They are all working towards chartered qualifications while gaining practical experience."

Carlisle MP John Stevenson added: "Supporting our young

talent in Carlisle is of paramount importance, retaining these individuals who are the future of our city.

"We need to do everything we can to ensure they find and unlock their full potential. It is great to see so many Cumbrian businesses supporting this event, and learning more about the fantastic career opportunities which exist within our region".

If you are interested in learning more about a future career at Jelf, please visit Jelf.com

Insurance Risk Management Employee Benefits

To find out more, please contact your local office or visit jelf.com:

• Carlisle

8 Clifford Court
Cooper Way
Parkhouse
Business Park
Carlisle
CA3 0JG

Tel
01228 818 180

• Cockermouth

South Wing
Dovenby Hall
Dovenby Hall
Estate
Dovenby
Cockermouth
CA13 0PN

Tel
01900 898 800

• Kendal

J36 Rural Auction
Centre
Crooklands
near Kendal
Cumbria
LA7 7FP

Tel
01539 732 000

• Penrith

35 Middlegate
Penrith
Cumbria
CA11 7PP

Tel
01768 863 637

• Ulverston

Marl Business Park
Morecambe Road
Ulverston
LA12 9BN

Tel
01229 412130

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Jelf

QUOTE FROM ANOTHER YOUNG AMBASSADOR....

Robbie Cameron a Year 13 student at William Howard and a member of Young Ambassadors has benefitted from being a member of the group. Robbie said “meeting the business community and seeing the employment opportunities in the local area has given me the confidence to apply for a career in business management and I have been able to use the experience of attending the meetings and networking as part my application process”. Robbie is part of the Young Ambassadors Committee and hopes this extension of the Carlisle Ambassadors will encourage other young people to realise what opportunities are available in Carlisle and how to access them as they are our future generation

Economic Growth Scrutiny Panel

Agenda
Item:
A.6

Meeting Date: 17 October 2019
Portfolio: Cross-cutting
Key Decision: No
Within Policy and Budget Framework
Private/Public Public

Title: Overview Report
Report of: Overview and Scrutiny Officer
Report Number: OS.25/19

Purpose / Summary:

This report provides an overview of matters related to the Scrutiny Panel's work. It also includes the latest version of the work programme.

Recommendations:

Members are asked to:

- Note the items (within Panel remit) on the most recent Notice of Key Executive Decisions
- Review the current work programme and resolutions and make recommendations for the future work programme

Tracking

Executive:	Not applicable
Scrutiny:	EGSP 17/10/19
Council:	Not applicable

1. Notice of Key Decisions

1.1 The Notice of Key Executive Decisions was published on 13 September 2019 and was circulated to all Members. It is also available to the public on the Council's website:

<http://cmis.carlisle.gov.uk/cmis/CouncilDecisions/KeyDecisionsoftheExecutive.aspx>

1.2 The Panel may wish to consider whether there are any items within their remit that they would like to be added to the work programme.

2. References from Executive

2.1 None

3. Progress on resolutions from previous meetings

3.1 The following table sets out the meeting date and resolution that requires following up. The status is presented as either "completed", "pending" (date expected), or "outstanding". An item is considered outstanding if no update or progress has been made after three panel meetings. All the completed actions will be removed from the list following the meeting.

3.2 All written responses are available to view on the Council's website under the relevant panel and date:

<http://cmis.carlisle.gov.uk/cmis/Committees/CurrentCommittees.aspx>

	Meeting date	Minute reference	Action	Status
1	18/07/19	EGSP 50/19	2) That the following items be scheduled in the 2019/20 work programme for the Panel; - Joint Inquiry Day with Health and Wellbeing Scrutiny Panel to be programmed to feed into the October meeting	Pending
2	18/07/19	EGSP 50/19	3) That the Overview and Scrutiny Officer make arrangements for the Panel to visit the Enterprise Zone.	Complete
3	05/09/19	EGSP 56/19	2) That further work be undertaken on the promotion and circulation of the Movers' Survey to encourage more people to complete and return it;	Pending
4	05/09/19	EGSP 56/19	3) That further information on the demographics of those in social housing be circulated to the Panel;	Complete

5	05/09/19	EGSP 56/19	4) That the link to the full Strategic Housing Market Assessment for Carlisle be circulated to the Panel.	Complete
6	05/09/19	EGSP 59/19	2) That the following items be scheduled in the 2019/20 Work Programme for the Panel; Carlisle Ambassadors Update – 17 October 2019, Economic and Housing Strategy – 27 February 2019	Complete
7	05/09/19	EGSP 59/19	3) That the following item be removed from the 2019/20 Work Programme for the Panel: St. Cuthbert's Garden Village - 28 November 2019	Complete

4. CONTRIBUTION TO THE CARLISLE PLAN PRIORITIES

4.1 The overview and scrutiny of the Carlisle Plan items that match the panel remit contribute towards ongoing policy development.

Contact Officer: Rowan Jones

Ext: 7257

Appendices
attached to report:

1. Scrutiny Panel Work Programme 2019/20

Note: in compliance with section 100d of the Local Government (Access to Information) Act 1985 the report has been prepared in part from the following papers:

- None

CORPORATE IMPLICATIONS:

LEGAL -

FINANCE –

EQUALITY – This report raises no explicit issues relating to the public sector Equality Duty.

INFORMATION GOVERNANCE –

APPENDIX: SCRUTINY PANEL WORK PROGRAMME 2019-20

Title	Lead Officer	Meeting Date
End of Year Performance Report	Gary Oliver	13/06/2019
Borderlands Inclusive Growth Deal/key projects	Steven Robinson	18/07/2019
Housing Needs and Housing Strategy	Garry Legg	05/09/2019
St. Cuthbert's Garden Village	Garry Legg	05/09/2019
Performance Report	Gary Oliver	05/09/2019
Economic Strategy Update	Garry Legg	17/10/2019
Carlisle Ambassadors Update	Debbie Kavanagh	17/10/2019
Empty Property Grant Assistance	Scott Burns	17/10/2019
Joint Inquiry Day with HWSP to consider a range of Highways issues, including the council's role in relation to road safety, connectivity in the context of major infrastructure developments, Health and Safety and encouraging walking and cycling.	Steven O'Keeffe	Autumn 2019
Performance Report	Gary Oliver	28/11/2019
Budget setting	Alison Taylor	28/11/2019
Borderlands Inclusive Growth Deal/key projects	Steven Robinson	28/11/2019
Flood risk management and community resilience	Steven O'Keeffe	28/11/2019
Environment Strategy	Jane Meek/ Steven O'Keeffe	16/01/2020
Economic and Housing Strategy	Garry Legg	27/02/2020
Performance Report	Gary Oliver	27/02/2020
Local Enterprise partnership (LEP)	Garry Legg	09/04/2020
Enterprise Zone	Garry Legg	09/04/2020
Scrutiny Annual Report	Rowan Jones	09/04/2020
Borderlands Inclusive Growth Deal/key projects	Steven Robinson	09/04/2020
Update on Expression of Interest for Historic England's High Street Heritage Action Zone	Steven Robinson	TBC
Business support/High Street Fund	Steven Robinson	TBC
Free After Three Car Parking	Colin Bowley	TBC