

Lincoln Town Fund Programme: Assurance Framework

May 2021

Introduction

1. The aim of this document is to set out how the Lincoln Town Fund Programme will be managed and governed, taking account of the Heads of Terms agreement with Government.
2. It provides further detail to support the arrangements set out within the Investment Plan. It has been drafted with reference to the Local Growth Assurance Framework developed by the Greater Lincolnshire LEP for the management of its programmes and the existing policies and protocols which are in place for the City of Lincoln (as Accountable Body for the Town Fund Programme).
3. The document will be updated to take account of any further Government requirements in respect of this Programme. Any changes to the document will be subject to Board approval.

Governance

4. The development and delivery of the Investment Plan and Town Fund Programme in Lincoln is overseen by the Lincoln Town Deal Board. The Board was established in January 2020, with an initial remit to develop an **Investment Plan** for the City to drive sustainable productivity growth. It is now the role of the Board to oversee the implementation and delivery of this Investment Plan (and any amendments to this Plan, where appropriate).
5. The Board comprises public, private and community sector representatives, including the Member of Parliament for Lincoln and anchor institutions such as the University of Lincoln, Bishop Grosseteste University, Lincoln College, Greater Lincolnshire Local Enterprise Partnership, City of Lincoln Council, Lincolnshire County Council, NHS Lincolnshire, the Police & Crime Commissioner, Lincoln YMCA and Visit Lincoln. Sectors which are crucial to Lincoln's economic growth and recovery are also represented through large firms and high growth SMEs operating in manufacturing, digital and tech, development, finance and retail. **The Terms of Reference are included in Appendix 1. The Terms of Reference are to be reviewed on an annual basis.**
6. In support of the Town Board, A Delivery Board is in place to lead on the technical project development work, to advise on the overall strategy and to support in the delivery of the overall programme, ensuring effective co-ordination and collaboration between the lead partners for each project within the Town Deal programme. Terms of Reference for the Delivery Board are included in Appendix 2.

7. In addition, it is proposed that the Town Board considers formalising an Investment Sub-Committee. The role of this Committee would be to review the detailed project business cases, to determine whether schemes should be approved and to monitor progress, delivery of outputs and expenditure. Decisions will be informed by an independent due diligence report, carried out for each project to ensure fairness, transparency and robustness. All decisions will be subject to final approval by the accountable body (City of Lincoln Executive or under delegation by Section 151 Officer, City Solicitor and CEO). The main Town Deal Board will maintain an overview of all funding decisions and overall progress in delivering the programme. **Terms of Reference for the proposed Investment Sub-Committee are included in Appendix 3.**
8. As part of the wider governance structure, existing organizations and partnerships have and will continue to be consulted and engaged to inform priorities and to shape projects. This includes the Lincoln Transport Board and LEP structures. Further consultation will also continue to take place and arrangements for this, including work already carried out to inform the Investment Plan, is included in our Stakeholder Engagement Plan (appended to the Investment Plan).

Transparency

9. All Board Members are required to sign a Code of Conduct and to declare any conflicts of interest at each Board meeting. A register of Board Members' Interest is held by the City of Lincoln Council's Democratic Services Team. **The Code of Conduct is included in Appendix 4.**
10. As part of its transparent decision making, all Town Board papers, meeting minutes and agendas are published and Board meetings are held in public. Papers can be accessed via the dedicated Town Deal web-portal at <https://www.lincoln.gov.uk/lincoln-town-deal>
11. The importance of openly sharing its Board discussions regarding strategy, use of funding, project progress and delivery is recognized.
12. The Town Board may decide to withhold 'confidential information' from being publicly available under The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012. Circumstances include:
 - Information provided by a government department on terms which forbid the disclosure of the information to the public;
 - Where disclosure to the public is prohibited by a court or;
 - Where the Accountable Body, acting in its role to support the Board holds "exempt information" under Schedule 12A of the Local Government Act 1972. This includes information relating to an individual, relating to the financial or business affairs of a

particular person, negotiations, labour relations, legal professional privilege and in connection to the investigation or prosecution of a crime.

13. In these circumstances, information will be handled and retained according to the policies and procedures of the Accountable Body.

Accountable Body

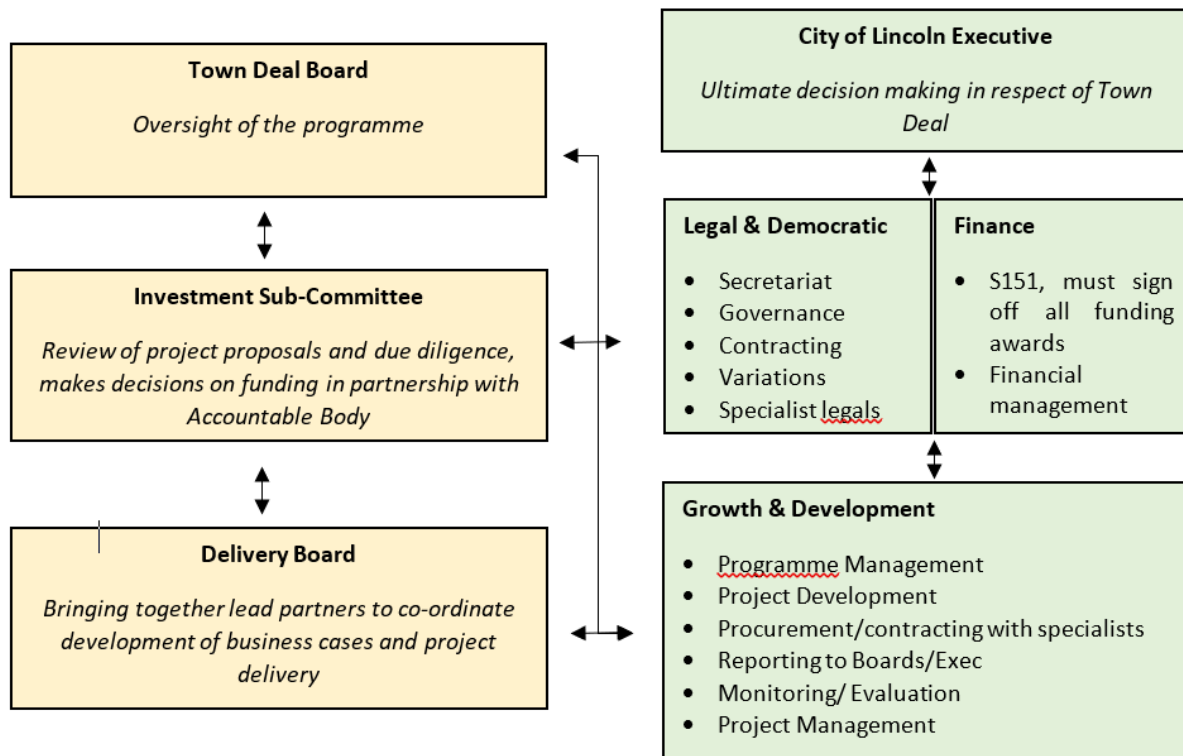
14. At its Executive meeting on 26 October 2020, the City of Lincoln Council agreed to continue to act as the accountable body for the Town Fund Programme. MHCLG Guidance dated 16th December states that the accountable body will be accountable for implementing the Town Deal. In adopting this role, the Council shall:

- Be accountable for implementing the Town Deal
- Be responsible for ultimate decision-making in respect of the programme
- Seek to make decisions in partnership and collaboration with the Town Deal Board, ensuring that the Town Deal Board Chair is a signatory to the Summary Document provided in respect of each approved project
- Provide expertise, resource and support to the Town Board
- Act as secretariat to the Town Board
- Ensure good governance and transparency in decision making
- Oversee the Heads of Terms Agreement with government and the Board
- Manage, monitor and evaluate the Investment Programme, with recourse to independent expertise as required for assurance
- Support lead partners in the development of detailed business cases to secure funding, including through the procurement of specialist support, subject to available funding
- Manage contractual arrangements with project partners to ensure delivery
- Be responsible for the financial management of the overall programme
- Reporting to government as required
- Fulfil the Public Sector Equality Duty (PSED) through a programme-level impact assessment
- Ensure that Social Value is embedded within the programme delivery and within individual project proposals
- Maintain regular contact with the local Town Fund lead at MHCLG
- Ensure the Town Fund lead is kept up to date with progress, particularly of any potential project change requests
- Commission due diligence of all business cases

15. In carrying out the above role, the Accountable Body will follow City of Lincoln Council policies and procedures, including in respect of:

- Financial management
- Procurement of goods and services
- Ensuring compliance with relevant legislation

- Information governance (including under the Freedom of Information Act and Data Protection Act and the General Data Protection Regulation)
 - Local government transparency code
16. The Council will ensure that Town Funding is handled in line with the relevant grant conditions, retaining appropriate documentation in relation to decisions on funding and project monitoring. The Accountable Body will escalate any concerns regarding non-delivery or mis-management of funds which cannot be resolved at the local level to the Cities and Local Growth Unit.
 17. The Council's S151 Officer will have financial oversight of the programme and constituent project funding arrangements. The City Solicitor will have legal oversight of any contracting and wider legal matters in connection with the Town Fund Programme. The Council will seek to ensure that decisions are made in partnership and collaboration with the Investment Sub-Committee and Town Deal Board but all decisions will require approval/ratification by the Council's Executive, or under delegation by the S151 and Director of Major Developments, with the City Solicitor on all legal and contracting matters.
 18. Town Funding will be separately identified from the Accountable Body's own funds; the S151 Officer will ensure that towns funding is used appropriately and not for any purpose other than for that which it is intended.
 19. A wider support function will be led by the Council's Growth & Development Service Area, with additional expertise provided by Legal Services, Democratic Services and Financial Services. External consultancy services and expertise will also be procured to support this Programme Management Office (PMO), such as to ensure an independent and robust due diligence process. The cost of delivering this function will be funded through a combination of existing in-kind resources and project management fees (part of our Town Fund request).
 20. The relationship between the Accountable Body and Town Fund Board Structure is shown below.



21. Lead Officers for the Accountable Body are as follows:

- Angela Andrews – CEO
- Kate Ellis – Director, Major Developments
- Jaclyn Gibson – S151
- Carolyn Wheeler – City Solicitor
- Becky Scott – Legal Services Manager
- Jo Walker – Assistant Director, Growth & Development (Lead Officer)
- Gill Wilson – Growth Strategy & Funding Manager (Programme Manager)

22. In the management and development of the Lincoln Town Fund Programme, Officers will seek to collaborate with other Town Fund areas in order to share best practice and to explore opportunities for cross-working and the sharing of resource and expertise where this is considered to add value or deliver efficiencies.

Business Cases Development

23. The Lincoln Investment Plan provides the vision for sustainable growth in Lincoln over the long-term and a blue-print for an initial programme of schemes to help achieve this vision.

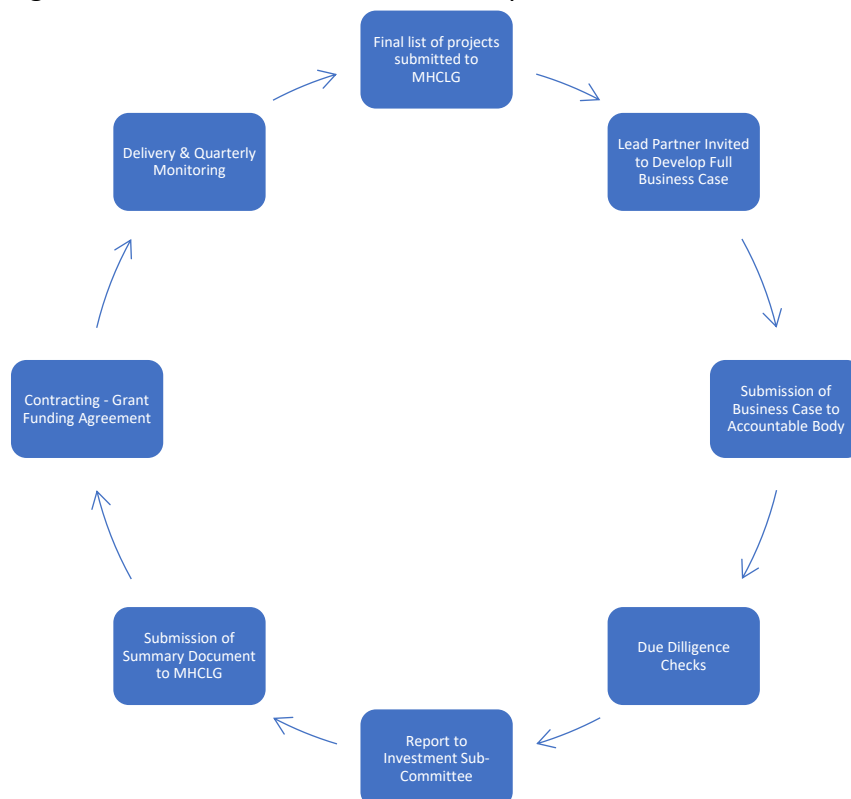
24. The Investment Plan is subject to approval by Government and to a formal Heads of

Terms agreement which will dictate the level of funding and the final project selection to be taken forward to full business case stage.

25. In the event that the level of funding is insufficient to support all schemes (or where certain schemes have been excluded from the programme as a result of Government decision-making), the Investment Sub-Committee will be required to review the overall programme and to determine the final selection and 'in principle' allocation of funds for each of the short-listed schemes to be worked up to full business case stage. **A summary of the final project selection must be submitted to MHCLG within 2 months of agreeing the Heads of Terms, by 22nd May 2021.**
26. Thereafter, project leads will be required to develop a full Green Book compliant business case in the agreed business case template for each selected project, in line with the conditions agreed in the Heads of Terms. The Accountable Body will work with project leads, through the Delivery Board and individually to support the development of these business cases and to provide expert support where possible, particularly in relation to the economic case and the calculation of Benefit-Cost Ratios and or Net Present Social Value (see below 5-point business case), subject to available funding. **However, responsibility for the development and drafting of the final business case will sit with the lead partner for the project in each case.**
27. The Accountable Body will procure independent consultancy support to undertake due diligence and a formal appraisal of each business case to inform the final decision making on whether or not to approve a project for funding – a decision that must be made by the Accountable Body, working in partnership with the Investment Sub-Committee. This will ensure fair, robust and transparent decision making. It will also serve to ensure independent checks are in place, which is important, particularly where the Accountable Body will also be the lead partner for the delivery of a particular scheme. For all schemes which are being delivered directly by the Accountable Body, approval will also be required by the Council Executive, in addition to the Investment Committee and in line with the Council's Financial Regulations.
28. A formal award shall not be approved by the Investment Sub-Committee until a full business case has been developed which has passed due diligence and been approved by the Accountable Body.
29. Once a decision to approve a funding award has been made, the Accountable Body will enter into a Grant Funding Agreement (GFA) with the lead partner for the delivery of this project. Thereafter, the lead partner will be responsible for the management and monitoring of this project and will need to complete regular monitoring returns to enable the Accountable Body to carry out its overall programme management duties.
30. Where the Accountable Body is also leading on the delivery of a project, the Council will

ensure that there is a separation of duties between those managing the programme and those involved in the delivery of the project. The Council's Project Manager in each case will be accountable for the project and for meeting any conditions set out in the Agreement with government and identified as part of the due diligence check. The Project Manager will complete regular monitoring returns in the same way as an external partner would be required to do, to ensure that the project is being managed in accordance with the requirement of the programme.

31. The diagram below is a visual outline of this process:



32. A business case template has been developed based on the methodology developed by the Greater Lincolnshire LEP and edited to take account of Town Deal specific guidance. **The template is included in Appendix 5.**

33. Within the business case, projects will be required to meet the criteria set out below, building on the information provided within the Project Proformas for Section 2 of the Investment Plan:

- **strategic case** – must show the rationale, background, policy context and strategic fit of the public expenditure or public intervention, this should include clear objectives with a robust logic of change from inputs to outcomes.

- **economic case** – with evidence of why a privately provided solution would fall short of what is optimal (market failure) and a list of options to achieve a better outcome. “Do nothing” should always be an option. The case must build on robust verifiable evidence, consider additionality, and displacement of activity, and include a sensitivity analysis and a correction for optimism bias if risk is a factor for success. Value for money is ideally demonstrated in a credible Benefit-Cost Ratio, but where some of the costs and/or benefits cannot be monetised at the present time, the economic case should proportionally capture these impacts and specify a partial value for money measure. Wider benefits and costs should be considered and specified where these are sizeable, compared with the direct impacts. Towns should decide how to treat Covid-19 impacts.
 - **commercial case** – demonstrate commercial viability or contractual structure for the project, including procurement where applicable.
 - **financial case** – standard appraisal of financial implications of the project, where applicable this should include budgets, cash flow, and contingencies.
 - **Management case** – how the project will be delivered
34. The level of detail required in each of these cases needs to be proportionate to the scale of funding requested. The Accountable Body will provide guidance on the level of detail expected.
35. The final business case must pass an independent due diligence check in order to be recommended for approval by the Board.

Scope of Due Diligence

36. This process will incorporate verification of outputs and a value for money assessment. Information such as development appraisals, cost plans, valuations, statement to verify state aid compliance and other information will be required to substantiate the information within project business cases as relevant.
37. The scope of the due diligence appraisal is proposed as follows:
1. Project summary and planning status
 2. Funding sought and status of match funding
 3. Key Issues
 4. Review of Strategic Case
 5. Review of Economic Case, including assessment of outputs and value for money
 6. Review of Commercial Case, including market assessment and development appraisal as relevant to the scheme
 7. Review of Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance
 8. Review of Management Case, including assessment of deliverability, programme

and milestones

9. Overall Risk Assessment

10. Conditions and terms for the funding agreement

11. Conclusions & Recommendations

38. The due diligence process will be an independent appraisal, subject to external tender and appointment by the Accountable Body.

39. Following the due-diligence process and advice from an accountancy firm, projects will be classified by the independent appraisers as:

- Ready to proceed
- Ready to proceed, pending limited additional information
- Not ready to proceed / requiring significant additional information

Decision

40. The Investment Sub-Committee will be convened on a quarterly basis or as the need dictates to formally approve project business cases.

41. As a minimum, it is proposed that 3 representatives must be present to sign off business cases.

42. Due diligence reports must be reviewed by the Accountable Body. They will then be presented to the Investment Sub-Committee with a final recommendation whether to approve the business case. The Investment Sub-Committee will then formally decide whether to approve or defer a scheme for further information.

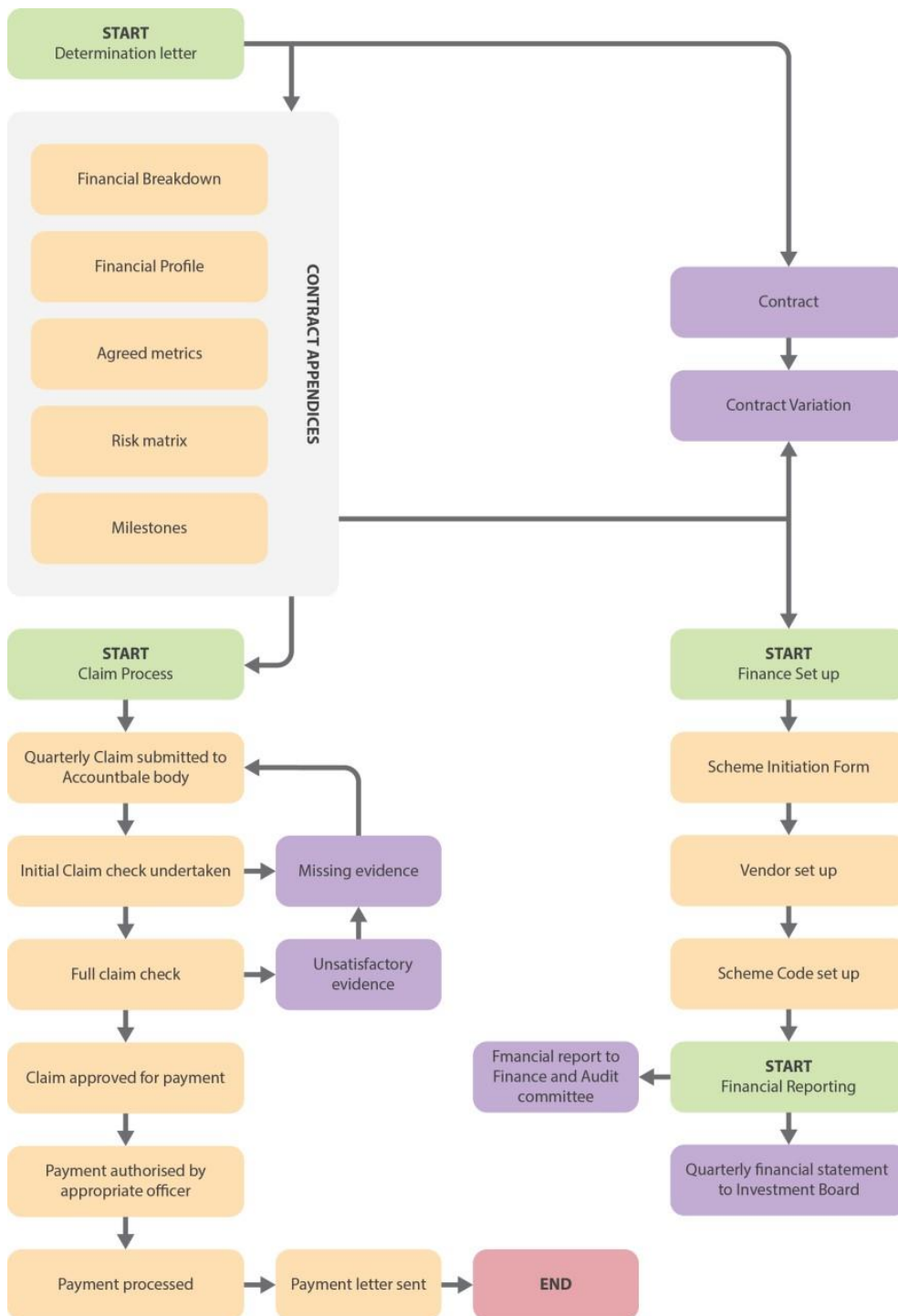
43. The sub-committee will have authority to approve full business cases which pass the due-diligence and Accountable Body checks provided that the overall Town Fund 'ask' is within the ring-fenced allocation for the project (within the 2-month submission). If the 'ask' is significantly greater than the ring-fenced allocation, the decision shall be referred to the Town Board to consider in the context of the impact on the overall programme.

44. Once business cases have been signed off by the Investment Sub-Committee (or Town Board where point 43 applies), a summary document must be submitted to Government that outlines the details of the business case before funding can be released.

Contracting & Claims

45. The diagram on the following page indicates the process for contracting and claims.

46. A Grant Funding Agreement will be developed by the Accountable Body to align with its requirements in respect of the management and monitoring of Town deal projects. The Schedule sections of the contract will then include bespoke information relating to each project and take into account contractual obligations emerging from the due diligence appraisal process and expectations in terms of monitoring and evaluation of expenditure, outputs and outcomes.
47. (Subject to verification with MHCLG on a date from which spend may be legitimately claimed/any further detailed guidance) There may be occasions where projects incur essential eligible costs in advance of the contractual agreement being in place, for example, project design fees, planning fees, procurement costs, etc. These costs could be included within and considered as part of the due diligence appraisal, and if approved for funding support, would be specifically identified within schedules of the contractual agreement for the project.



Monitoring & Grant Claims

42. Projects may be required to provide baseline data for monitoring purposes as requested by MHCLG.
43. The Accountable Body will meet with Lead Partners once they are contracted to explain claiming procedures and reporting.
44. The Accountable Body will monitor performance of all projects every quarter and organise site visits/monitoring visits to each project once a year as a minimum. If a project is not performing as expected more frequent visits and progress meetings will be held with the funding recipients.
45. Funding recipients will provide 6-monthly monitoring claims to the Accountable Body, completing progress report information and spend/output updates on each claim. These will be required by 31st October for the preceding 6-month period April-September and by 30th April for the preceding 6-month period from October – March. More frequent monitoring may be required by the Accountable Body for certain schemes. Where a project is unable to financially cover its costs in the first 6-month period, an advance payment may be authorized, subject to approval by the Investment Sub-Committee.
46. Monitoring claims will cover – financial information, monitoring data, delivery progress, procurement.
47. The member of the Accountable Body who checks the claim and passes this will then trigger an approval, to be signed in accordance with scheme of delegation contained within the City of Lincoln's Financial Procedures.
48. The Accountable Body will ensure from the outset that robust and suitable systems and processes are in place locally in order to maintain adequate audit trails and manage information effectively and efficiently.
49. The Accountable Body will review progress against outputs and outcomes quarterly until all outputs have been achieved.
50. Subject to government monitoring requirements, a quarterly reporting dashboard will provide the Investment Sub-Committee with regular, detailed RAG rated information on how the project and overall programme is performing.
51. Where a project is Red RAG rated, it will be subject to monthly monitoring by the Accountable Body. If improvement is not demonstrated, this could result

in withholding or claw-back of funds (see below).

52. It is expected that the Accountable Body will commission an independent evaluation of the overall programme.

Claw-back

53. The GFA will set out the conditions relating to the project and the responsibilities for all parties.
54. The funding agreement also includes a mechanism for clawback. This will ensure that that funding is only spent on the specified scheme and linked the delivery of outputs and outcomes, whilst giving the Accountable Body the option of clawing back funds for poor performance, misuse of funds or where a project is changes from its original purpose or where assets are disposed of within a certain period. Any decision to clawback funds will be made by the Investment Sub-Committee.
55. As a benchmark, it is proposed that if performance in terms of spend and/or outputs in more than 3 claims is deemed to be very poor, the funding position should be reviewed by the Investment Sub-Committee. In this case, the project could lose its funding and have to repay what has already been received to date.

Variation Orders

56. There may be circumstances where projects need to declare variations to cost headings or changes to forecast levels of outputs or expenditure. Where variations to costs/outputs do not exceed 10% of the original amount allocated to the project within the contractual agreement, a Justification Form will be completed by the relevant project manager, providing a full explanation for the revision/increase, and any additional information which may help clarify the changes being requested.
57. The Accountable Body will review the justification request and either approve or reject the proposals, highlighting reasons for the decision made. A variation order can then be raised and processed by the Accountable Body. Recommended decisions on variations over 10% will be formally submitted for consideration to the Investment Sub-Committee and flagged with the Local Growth Unit as appropriate.

Pipeline

58. (Subject to verification with MHCLG /any further detailed guidance) It may be important to have a pipeline of schemes should funding be withdrawn from the initial shortlisted schemes due to projects failing to pass the due diligence check or contractual obligations.
59. Where previously committed funds are removed from a project, subject to the terms of any agreement with Government, it is proposed that the Investment Sub-Committee consider alternative schemes within the Investment Plan (or fitting with this plan) deemed most deliverable and to invite them to submit a full business case for assessment.

Appendices:

Appendix 1 – Terms of Reference Board – Proposed Amendments May 2021

Appendix 2 – Terms of Reference Delivery Board

Appendix 3 – Draft Terms of Reference Investment Sub-Committee

Appendix 4 – Code of Conduct

Appendix 5 – Business Case Template (LEP) (separate document)

Appendix 6 – Grant Funding Agreement (separate document – to be developed)

Appendix 1: Terms of Reference, Town Deal Board

1. Purpose

- 1.1. To bring together public, private and community sector organisations to develop and deliver a strategic vision and 5 year Investment Plan for Lincoln which will drive economic growth for the benefit of all. The Lincoln Investment Plan provides the vision for sustainable growth in Lincoln over the long-term and a blue-print for an initial programme of schemes to help achieve this vision.

2. Key Duties

- 2.1. To develop and agree an evidence-based Town Investment Plan which identifies a clear vision for the economy and opportunities for intervention to drive growth;
- 2.2. To act in an advisory capacity to the Lead Council in respect of the allocation and spend of Capacity Funding to assist with the delivery of the Town Investment Plan;
- 2.3. To receive progress reports from the Delivery Board in relation to the development and implementation of the Town Investment Plan;
- 2.4. To provide appropriate guidance and support to the Delivery Board to assist with the development and implementation of the Town Investment Plan;
- 2.5. To promote Lincoln as a place to invest and to champion the Lincoln vision and Investment Plan, advocating for support from partners to maximise positive outcomes;
- 2.6. To communicate and engage with stakeholders in the development and delivery of the Town Investment Plan;
- 2.7. To share knowledge, best practice and intelligence in order to develop an effective strategy;
- 2.8. To work collaboratively to secure funding and resources to enable the delivery of interventions identified within the Town Investment Plan where these cannot be financed entirely via the private sector;
- 2.9. To monitor the implementation of the Town Investment Plan and evaluate the impact of activities funded through the Town Deal programme to improve productivity across the local economy.
- 2.10. To appoint an Investment Sub-Committee to assess, prioritise and approve projects to be delivered as part of the Town Deal Programme within Lincoln, in partnership with the Accountable Body.

3. Membership

3.1. The Board shall comprise of representatives from the public, private and community sectors as required under the terms of the Town Deal Programme. The Membership structure shall be as follows.

- City of Lincoln Council (Lead Council) – 2 representatives
- Lincolnshire County Council (Upper Tier Authority) – 2 representatives
- Private Sector Companies – representatives as follows:
 - Retail/High Street – 2 representatives
 - Engineering – 1 representative
 - Digital – 2 representatives
 - Development – 1 representative
 - Finance/investment – 1 representative
- Community – 2 representatives
- MP/Lords – 2 representatives
- Anchor Institutions – representatives as follows:
 - University of Lincoln – 1 representative
 - Bishop Grosseteste University – 1 representative
 - Police – 1 representative
 - NHS – 1 representative
 - RAF Waddington – 1 representative
 - Visit Lincoln – 1 representative
 - Lincoln College – 1 representative

3.2 The Board shall have the option to co-opt additional representatives from the stakeholder groups identified within the Town Deal Prospectus as required to provide additional support and specialist knowledge to assist with the development and delivery of the Town Investment Plan.

3.3 The membership structure shall be reviewed by the Board on an annual basis. Any changes to the proposed structure must be approved by the Board.

3.4 The Board shall appoint experienced independent representatives to fulfil the roles of Chair and Vice-Chair.

4. Attendance

4.1 The Board shall meet on a quarterly basis as a minimum. The Board may meet at other times as agreed between the members of the Board and may approve recommendations via written procedure, including via electronic communication.

4.2 Board members may nominate a substitute representative to attend meetings on their behalf. Substitute representatives shall be permitted to participate in discussion but shall not be entitled to vote.

4.3 External advisers may be invited to attend all or part of any meeting as and when appropriate with the prior approval of the Chair. Advisers shall not be entitled to participate in the decision-making process.

- 4.4 With the prior agreement of the Chair, Board members may participate in a meeting by means of a conference telephone or similar form of communication and shall be entitled to participate in decision making and be counted in a quorum accordingly.
- 4.5 An identified representative of the City of Lincoln Council shall be the secretary for the Board.

5. Notice of Meetings

- 5.1. Meetings of the Board shall be called by the secretary of the Board at the request of the Chair of the Board. The agenda and papers for meetings shall be approved by the Chair.
- 5.2. Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than five business days before the date of the meeting. Any supporting papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time.

6. Quorum

- 6.1. A quorum shall be 6 members present.

7. Declarations of Interest

- 7.1 Whenever a Board member has an interest in a matter to be discussed at a meeting the member so conflicted shall immediately declare the nature of the conflict or potential conflict and withdraw from any meeting where the conflict would be relevant.

8. Decisions

- 8.1. Each member of the Board shall have one vote which may be cast on matters considered at the meeting. Votes can only be cast by members attending a meeting of the Board, or by proxy vote.
- 8.2. Any decision of the Board must be a majority decision.
- 8.3. If a matter that is considered by the Board is one where a Board member, has a personal interest which becomes pecuniary, that member shall not be permitted to vote at the meeting and not take part in discussions.
- 8.4. Save where he or she has a personal interest, the Chair will have a casting vote.

9. Reporting

- 9.1. The proceedings and resolutions of meetings of the Board, including the names of those present and in attendance, shall be minuted by the secretary of the Board.

- 9.2. Minutes of meetings of the Board shall be approved in draft form by the Chair and disseminated to Board no later than ten working days following the meeting. Minutes shall remain in draft until approval by the Board at the Board's next meeting.

10. General

- 10.1. Members of the Board shall abide by the Code of Conduct and return Declaration of Interests on an annual basis.
- 10.2. The Board shall give due consideration to all laws and regulations as appropriate.
- 10.3. The Board will, from time to time, consider projects and proposals of a "commercial in confidence" or sensitive nature. All Board Members and Observers will observe the need for confidentiality in this respect.
- 10.4. The Board may amend these Terms of Reference at any time and will be reviewed annually.

Town Board: Voting Members April 2021

Name/Position	Organisation	Sector
Ric Metcalfe	City of Lincoln Council	Lead Council
Angela Andrews	City of Lincoln Council	Lead Council
Nicole Hilton*	Lincolnshire County Council	Upper Tier Authority
Richard Davies	Lincolnshire County Council	Upper Tier Authority
Karl McCartney	Lincoln Constituency MP	Lincoln Constituency MP
Lord Patrick Thomas Cormack	House of Lords	House of Lords
David Lewis*	Siemens	Engineering
Ursula Lidbetter	Lincolnshire Co-operative	Retail/High Street
Tim Chambers	Cool Data	Digital
Leo Scott Smith	Tended	Digital
Valerie Johnson	St Marks	Retail/High Street
Nick Warboys	Longhurst	Development
Edward Strange	Brewin Dolphin	Finance/investment
Liam Scully	Lincoln City FC	Community
Caroline Killeavy	YMCA	Community
Mary Stuart	University of Lincoln	Anchor Institution
Charlotte Goy	Visit Lincoln	Anchor Institution
Peter Neil	Bishop Grosseteste University	Anchor Institution
Gary Headland	Lincoln College	Anchor Institution
Group Captain Steve Kilvington	RAF Waddington	Anchor Institution
Marc Jones	Lincolnshire Police	Anchor Institution
Jacqui Bunce	NHS	Anchor Institution
Pete Holmes, BEIS to attend as Observer.		
Strategic Directors, Assistant Directors and Managers to attend to present to the Board as required.		
Representatives from other strategic partners will also be invited to attend when there is business relevant to them.		

*change of representative put forward by the organisation in April 2021

Appendix 2: Terms of Reference, Delivery Board 2021-2022

1. Purpose

- 1.1. To work in partnership to support the development and delivery of the Lincoln Town Investment Plan's five-year Project Programme, acting in an advisory capacity to the Town Deal Board and Investment sub-Committee.

2. Key Duties 2021-2022

- 2.1. To lead on, the continued coordination, development and delivery of the Town Investment Plan and Project Programme.
- 2.2. To coordinate and progress Project programme business case development and report to and receive instruction from the Town Deal Board and the Investment Sub-committee.
- 2.3. To support Programme delivery through regular Project review, particularly in respect of;
 - Project stage and Planning status
 - Funding sources and status of match funding
 - Key Issues
 - Continued Strategic need
 - Economic Case, including assessment of outputs and value for money.
 - Commercial Case, including market assessment and development appraisal as relevant to the scheme.
 - Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance.
 - Management Case, including assessment of deliverability, programme, and milestones.
 - Overall Delivery Risk Assessment
- 2.4. To prepare progress report on business case development to the Investment Sub-Committee to enable assessment, prioritization, and approval of projects.
- 2.5. To support Business case development through Partnership working and use of specialist working groups (making use of existing governance structures wherever possible) ;

- 2.6. To work collaboratively to secure funding and resources as required to support Programme delivery.
- 2.7. To receive reports from lead partners in respect of programme projects;
- 12.8 To support the Board in promoting the Town Deal Programme and Investment Plan and advocating for support from partners.

3. Membership

- 3.1. The Delivery Board shall comprise of Project leads from the respective partner organizations, the Lead Council and any organization's identified to support the work required to develop and deliver the programme.
- 3.2. The Delivery Board shall have the option to co-opt additional representatives from the stakeholder groups as required to provide additional support and specialist knowledge to assist with the development and delivery of the Town Investment Plan.

4. Meetings

- 4.1 Meetings and wider stakeholder workshops shall be held as the need dictates to support the Town Deal Programme.

Appendix 3: Draft Terms of Reference, Investment Sub Committee

1. Purpose

- 1.1. To work in partnership with the Accountable Body to assess, priorities and approve projects to be delivered as part of the Town Fund Programme within Lincoln.

2. Key Duties

- 2.1. To assess and prioritise a final list of projects to progress to full business case stage, in accordance with the Heads of Terms Agreement with Government.
- 2.2. To undertake a final strategic assessment of projects through to contracting stage, based on the recommendations of an independent due diligence process.
- 2.3. To recommend the approval of projects for contracting and delivery, subject to final approval by the Accountable Body.
- 2.4. To monitor the performance of approved projects on a quarterly basis during the delivery stage and in accordance with the terms set out within the Grant Funding Agreements for each project.
- 2.5. To maintain a pipeline of projects for consideration in the event of additional funding becoming available or the non-delivery of selected projects.
- 2.6. To regularly review the structure, size and composition (including the skills, knowledge, experience and diversity) of the Committee and make recommendations to the main Town Deal Board (hereby referred to as the 'Board') with regard to any changes.
- 2.7. To work and liaise as necessary with the Board and to consider any other matters as may be requested by the Board.

3. Membership

- 3.1. The members of the Committee shall be appointed by the Board and may be removed at any time by the Board.
- 3.2. The Committee shall comprise of 6 members – 3 private and 3 public sector representatives, including 1 representative from the Accountable Body.
- 3.3. The Board shall appoint the Chair of the Committee.
- 3.4. The membership and structure of the Committee shall be reviewed on an annual basis by the Board.

4. Attendance

- 4.1. The Committee will meet at least four times a year.
- 4.2. The Committee may meet at other times during the year as agreed between the members of the Committee or as otherwise requested by the Board and may approve recommendations via written procedure, including via electronic communication.
- 4.3. Only members of the Committee have the right to attend Committee meetings but other representatives and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers provided that that such parties agree to be bound by the Code of Conduct and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.
- 4.4. Any member may participate in a meeting by digital means. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and he or she shall be entitled to vote and be counted in a quorum accordingly.
- 4.5. An identified City of Lincoln Council (Accountable Body) officer or his or her nominee shall be the secretary of the Committee.

5. Notice of Meetings

- 5.1. Meetings of the Committee shall be called by the secretary of the Committee at the request of the Chair of the Committee or the Board.
- 5.2. Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than five business days before the date of the meeting. Any supporting papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time.

6. Quorum

- 6.1. A quorum shall be 3 members present, including at least one private sector representative.

7. Declarations of Interest

- 7.2. Whenever a Committee member has an interest in a matter to be discussed at a meeting the member so conflicted shall immediately declare the nature of the conflict or potential conflict and withdraw from all or part of any meeting where the conflict would be relevant.

8. Decisions

- 8.1. Each member of the Committee shall have one vote which may be cast on matters considered at the meeting. Votes can only be cast by members attending a meeting of the Committee.
- 8.2. Any decision of the Committee must be a majority decision.
- 8.3. If a matter that is considered by the Committee is one where a Committee member, either directly or indirectly has a personal interest, that member shall not be permitted to vote on that matter and may not take part in discussions relating to that matter. In this instance, the Committee member shall be required to leave the meeting until such time as the matter has been dealt with and any vote has taken place.
- 8.4. Save where he or she has a personal interest, the Chair will have a casting vote.
- 8.5. A resolution in writing, send to all members entitled to receive notice of a meeting of the Committee and agreed in writing by a majority of the members shall be valid and effectual as if it has been passed at a meeting duly convened and held and may consist of several documents in materially the same form each agreed in writing by one or more members. This includes via the use of electronic mail.

9. Reporting

- 9.1. The proceedings and resolutions of meetings of the Committee, including the names of those present and in attendance, shall be minuted by the secretary of the Committee.
- 9.2. Draft minutes of each meeting will be circulated to all members of the Committee. Once approved, the minutes of each meeting will be submitted to the Board as a formal record of the decisions of the Committee on behalf of the Board unless it would be inappropriate to do so.
- 9.3. The Committee shall produce an annual report, summarizing project progress and spend and any other matters pertinent to the delivery of the programme. This report will be presented to the Town Deal Board.

10. General

- 10.1. Members of the Committee shall abide by the Code of Conduct and return Declaration of Interests on an annual basis.
- 10.2. The Committee shall give due consideration to all laws and regulations as appropriate.
- 10.3. The Committee will, from time to time, consider projects and proposals of a “commercial in confidence” or sensitive nature. All Board Members and Observers will observe the need for confidentiality in this respect.
- 10.4. The Committee may amend these Terms of Reference at any time and will be reviewed annually.



CODE OF CONDUCT

For members of

Lincoln Town Deal Board

Code of Conduct

1 Application

This Code of Conduct applies to you when acting as a member of the Town Deal Board.

The Code is based on the 'Nolan Principles – the seven principles of public life' as set out below:

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty
- Leadership

2 Duty to promote the success of the Lincoln Town Deal Board

A Member must act in the way they consider, in good faith, would be the most likely to promote the success of the Lincoln Town Deal Board for the benefit of Lincoln as a whole. The term 'good faith' allows members freedom to exercise commercial judgement without fear of having the courts interfering with their commercial decisions.

Amongst other matters, within decision making, members must have regard to: -

- The likely consequences of any decision on the Town Deal Board;
- The need to foster the relationships members have with partners, stakeholders and others;
- The impact of the activities on the community and the environment;
- The desirability of the member maintaining a reputation for high standards of conduct.

3 Duty to exercise independent judgment

A Member must act independently and with integrity, ensuring that they are always acting in the best interests of the Lincoln Town Deal Board as a whole and are not unlawfully influenced by a third party.

4 Duty to exercise reasonable care, skill and diligence

A member, must exercise reasonable care, skill and diligence. This means the care, skill and diligence that would be exercised by a reasonable diligent person with: -

- The general knowledge, skill and experience that may reasonably be expected of a person carrying out the functions carried out by the member in relation to the Board of meeting; and
- The general knowledge, skill and experience that the member in question actually has.

5 Duty to avoid conflicts of interest

Members must avoid situations where they can, or have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Lincoln Town Deal Board.

This applies in particular to the exploitations of any property, information or opportunity. It is immaterial whether the Lincoln Town Deal Board could take advantage of the property, information or opportunity in question.

6 Duty to declare interest in proposed transaction or arrangement

If members are in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Lincoln Town Deal Board, they must declare the nature and extent of their interest to the other Members. The declaration may (but need not) be made: -

- At a meeting; or
- By written notice to the relevant Board or meeting members.

7 Duty not to accept benefits from third parties

Members must not accept a benefit from a third party conferred by reason of: -

- Them being a Board member; or
- them doing (or not doing) anything as a Board Member.

A “third party” means a person other than a member, an associated body corporate or a person acting on behalf of the Lincoln Town Deal Board or an associated body corporate.

8 Register of Interests

As Lead Council for the Town Deal Board, the City of Lincoln Council is required to keep a register of interests for Town Board Members. On becoming a member, or at such times as the City of Lincoln Council may elect, members are required to fill out the attached Register of Interests form held by the City of Lincoln Council and renewed annually. If an interest arises during the course of the year, the member must update that Register.

Summary of guidance for Members.

In Summary of the above, as a member you should ensure that at all times you:

1. Act in the Lincoln Town Deal Board's best interests, taking everything you think relevant into account.
2. Adhere to the Terms of Reference for the Board
3. Are diligent, careful and well-informed about the Lincoln Town Deal Board's affairs. If they have any special skills or experience, use them.
4. Make sure the relevant Board keeps records of their decisions (where relevant).
5. Remember that they remain responsible for the work they give to others.
6. Avoid situations where their interests' conflict with those of the Lincoln Town Deal Board. When in doubt, disclose potential conflicts quickly.
7. Seek external advice where necessary.
8. Use the City of Lincoln Council's communications team for all external communications.
9. Keep up to date the Register of Interests

AGREEMENT

AS A MEMBER OF THE LINCOLN TOWN DEAL BOARD, I AGREE TO OBSERVE THE GENERAL DUTIES AND OBLIGATIONS SET OUT IN THIS CODE OF CONDUCT.

Signature.....

Name.....

Date.....



DECLARATION OF INTERESTS

I, (full name in block capitals) ... am

- (a) A member of Lincoln Town Deal Board and give notice that I have set out below under the appropriate headings my interests. I have put 'none' where I have no such interests under any heading.

As a board member, I declare that I have the following disclosable pecuniaryⁱ and/or non-pecuniary interestsⁱⁱ. ***(Please state 'None' where appropriate, do not leave any boxes blank).***

NOTIFICATION OF CHANGES OF CIRCUMSTANCES

Each Member shall review their individual register of interests before each board meeting and decision-making committee meeting where applicable, submitting any necessary revisions to the City of Lincoln Council, as Lead Council and Board Secretary, at the start of the meeting.

Even if a meeting has not taken place a member must, within 28 days of becoming aware of any change to the interests specified below, provide written notification to the City of Lincoln Council of that change.

SECTION 1	ANY EMPLOYMENT, OFFICE, TRADE, PROFESSION OR VOCATION CARRIED ON FOR PROFIT OR GAIN	DECLARATION
1.1	Name of: - Your employer(s)	

	<ul style="list-style-type: none"> - Any business carried on by you - Any other role in which you receive remuneration (this includes remunerated roles such as councillors) 	
1.2	Description of employment or business activity	
1.3	The name of any firm in which you are a partner	
1.4	The name of any company for which you are a remunerated director	
SECTION 2	SPONSORSHIP	
2.1	<p>Any financial benefit obtained which is paid as a result of carrying out duties as a Member.</p> <p>This includes any payment of financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992 (a)</p>	
SECTION 3	CONTRACTS	
3.1	Any contract for goods, works or services with the City of Lincoln Council in respect of the Town Deal Programme that has not been fully discharged by any organisation named at 1.1	
3.2	Any contract for goods, works or services entered into by any organisation named at 1.1 where either part is likely to have a commercial interest in the outcome of the business being decided by the Lincoln Town Deal Board in the forthcoming meeting.	
SECTION 4	LAND OR PROPERTY	

4.1	<p>Any beneficial interest you or any organisation listed at 1.1 may have in land or property which is likely to be affected by a decision made by the Lincoln Town Deal Board in the forthcoming meeting.</p> <p>This would include, within the area of the City of Lincoln:</p> <ul style="list-style-type: none"> ○ Any beneficial interest in any land in the City of Lincoln areas, including your place(s) of residency <p>For property interests, please state the first part of the postcode where the property resides. If you own/lease more than one property in a single postcode area, please state this.</p>	
SECTION 5	SECURITIES	
5.1	<p>Any interest in securities of an organisation under 1.1. where: -</p> <p>(a) That body (to my knowledge) has a place of business or land in the area of the City of Lincoln ; and</p> <p>(b) Either –</p> <p>(i) The total nomination value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) If the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which has a beneficial interest exceeds one hundredth of the total issues share capital of that class.</p>	
SECTION 6	GIFTS AND HOSPITALITY	

6.1	Any gifts and/or hospitality received as a result of membership of the Lincoln Town Deal Board (above the value of £50)	
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OTHER INTERESTS

Member of Organisations

I am a member of, or I am in a position of general control, a trustee of, or participate in the management of;

1. Any body to which I have been appointed or nominated by my employer:

2. Any body exercising functions of a public nature (e.g. school governing body):

3. Any body directed to charitable purposes:

4. Any body, one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union):

5. Any other interest which I hold which might reasonably be likely to be perceived as affecting my conduct or influencing my actions in relation to my role.

BOARD MEMBER'S DECLARATION AND SIGNATURE

I confirm that having carried out reasonable investigation, the information given above is a true and accurate record of my relevant interests, given in good faith and to the best of my knowledge;

Date	
Member's Name <i>(Capitals – in full)</i>	
Signature	

RECEIPT BY CITY OF LINCOLN COUNCIL on behalf of the Lincoln Town Deal Board

Date received by the City of Lincoln Council	
Signature of City of Lincoln Council Chief Executive	

ⁱ For the purposes of this guidance, we are using the definition of a pecuniary interest as set out in the [Localism Act 2011](#) and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012. A pecuniary interest in a matter is one where there is a reasonable likelihood or expectation of appreciable financial loss or gain

ⁱⁱ We are basing the definition of a Non-Pecuniary interest on any interest which is not listed in the [Schedule to The Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012 \(No.1464\)](#). Non-pecuniary interests do not have a financial or other material component. (They may arise from personal or family relationships or involvement in sporting, social or cultural activities.)