

SCHEDULE 2

JOINT COMMITTEE TERMS OF REFERENCE

Aims/Purpose

1. To oversee compliance with and the implementation of the Project Agreement and this Agreement in the interests of the Councils and their respective electorates at a strategic corporate and member level and to carry out those functions allocated to the Joint Committee as being "Joint Committee Matters".

Functions

2. The Joint Committee will carry out the following general functions:
 - 2.1 provide direction to the Contract Management Board (to include approval of any resourcing issues);
 - 2.2 act as a representative for each Council's Executive/Cabinet;
 - 2.3 monitor contract performance, management and working arrangements (to include the necessary audit and assurance checks);
 - 2.4 ensure that sufficient resources are committed to the Contract;
 - 2.5 without prejudice to Clause 28 (Dispute Resolution) of this Agreement, arbitrate on any conflicts within the Contract or negotiate a solution to any problems between the Contract and external bodies; and
 - 2.6 promote partnership working between the Councils.

3. Pursuant to this Agreement, the following specific functions are given to the Joint Committee:
 - 3.1 approving the Liability Report prepared by the Contract Manager (assisted by the Project Gwyrdd Team) setting out the liability of a Defaulter Council pursuant to Clauses 2.8.2 or 2.8.3 (Termination) or Clause 18.2 (Withdrawal);
 - 3.2 replacement of the Host Authority with another Council should the Host Authority be terminated or withdrawn from the Contract pursuant to Clause 5.11 (Duties of the Host Authority and Other Councils);
 - 3.3 determination of any Contract Management Board Matters that have been referred to the Joint Committee for decision following an inconclusive vote by the Contract Management Board pursuant to Clause 8.7 (Contract Management Board Matters);
 - 3.4 approval of the Performance and Improvement Plan pursuant to Clauses 10.2 and 10.3 (Contract Performance Monitoring);
 - 3.5 consideration of the Annual Budget and recommendation of the same to the Councils for approval in accordance with Clause 11.4 (Annual Budget and Accounts);
 - 3.6 approval of the audited statement of accounts in accordance with Clause 11.13 (Annual Budget and Accounts);
 - 3.7 approval of any spending in relation to this Agreement in excess of the Annual Budget (up to the 20% contingency) in accordance with Clause 11.12 (Annual

- Budget and Accounts) and confirmation of the contingency to be included in the Annual Budget on an annual basis following the first year of the Contract;
- 3.8 subject to the financial thresholds set out in Clause 6.1.3 (Decision Making), determining whether to support a proposed variation under the Project Agreement in accordance with Clause 17.3 (Changes and Change in Law);
 - 3.9 subject to the financial thresholds set out in Clause 6.1.3 (Decision Making), determining each Council's contribution to costs in relation to a Qualifying Change in Law in accordance with Clause 17.3 (Changes and Change in Law);
 - 3.10 approval of a Liability Report pursuant to Clause 18.2 (Withdrawal);
 - 3.11 determination of any disputes referred by the Contract Management Board pursuant to Clause 28.3 (Dispute Resolution); and
 - 3.12 referral of any disputes for determination pursuant to Clause 28.4 (Dispute Resolution).
4. The Joint Committee shall not have the power to determine Matters Reserved to the Councils which include (inter alia):
- 4.1 Termination of the Project Agreement;
 - 4.2 extension of the Contract for a further five (5) years in accordance with the terms of the Project Agreement;
 - 4.3 retendering the Services on Expiry of the Project Agreement;
 - 4.4 matters referred to it by the Host Authority pursuant to Clause 6.4 (Decision Making);
 - 4.5 the termination of the participation of any Council in this Agreement, pursuant to Clause 2.6 (Termination);
 - 4.6 any significant changes to the Transport Route Plan or the JWA2 Sustainable Transport Plan pursuant to Clause 10A.3 (Transport Route Plan and JWA2 Sustainable Transport Plan);
 - 4.7 the approval of the Annual Budget in accordance with Clause 11.5 (Annual Budget and Accounts) and any increase of the Annual Budget in excess of the 20% contingency pursuant to Clause 11.12 (Annual Budget and Accounts); and
 - 4.8 **This clause contains information which are exempt from publication under paragraphs 14 (information relating to financial or business affairs) and 21 (public interest test) of Schedule 12 A part 4 of the Local Government Act 1972.**