



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

REPORT OF THE SECRETARY

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE – 26 MARCH 2014

CONSTITUTION, TERMS OF REFERENCE AND STANDING ORDERS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

Key Decision: No

1. PURPOSE OF REPORT

To agree the Constitution, Terms of Reference and Scrutiny arrangements for the Black Country Executive Joint Committee.

2. RECOMMENDATIONS

- a. That the Constitution and Terms of Reference of the Black Country Executive Joint Committee as set out in **Appendix A** of this report be adopted.
- b. That the Joint Committee set up a City Deal and Growth Deal Advisory Board as detailed in the body of this report.
- c. That the Constitution and Terms of Reference of the City Deal and Growth Deal Advisory Board as set out in **Appendix B** of this report be approved.
- d. That Joint Committee consider and agree appropriate Scrutiny arrangements.

3. REPORT DETAIL

- 3.1 Each of the Four Black Country Councils Executives has agreed to set up a Black Country Executive Joint Committee. The purpose of this report is to

seek agreement as to the constitution of the Joint Committee, which sets out how it will operate, and its Terms of Reference.

- 3.2 The Constitution sets out how meetings of the Joint Committee will be managed, the Chairperson will be elected on an annual basis. It permits the setting up of sub-committees and/or advisory boards, comprising of those members of the appointing councils executives in the case of sub-committees. In case of the City Deal and Growth Deal Advisory Board, membership comprises of Council Cabinet Members for Regeneration, business community representatives of the Black Country LEP, Council Executive Directors for Regeneration, the Black Country Consortium Ltd, Government representatives as appropriate, the Programme Manager and other persons that the Advisory Board consider appropriate.
- 3.3 The terms of reference for both the Black Country Executive Joint Committee and the City Deal and Growth Deal Advisory Board include relevant functions in relation to managing City Deal and Growth Deal, and whilst the details of how this Government initiatives will operate are to be finalised these documents set out the role of the respective bodies. Attached at **appendix C** is a structural diagram showing the proposed structure to be adopted in relation to City Deal and Growth Deal. The Advisory Board's role will be to formulate proposals and make recommendations to the Joint Committee, as well as oversee the implementation of projects, schemes and funding streams and report to the Joint Committee on them.
- 3.4 The government in principal agrees to the proposed structure. However, the government see the role of the LEP as crucial to the delivery of the City Deal and Growth Deal. Whilst the LEP have a representative (the Chairman of the LEP) on the Joint Committee that is non-voting, on the City Deal and Growth Deal Advisory Board the LEP has four voting members, which is equal in number to the voting Councillor representatives. In recognition of this, in the first instance where the Joint Committee proposes to not follow the recommendation of the City Deal and Growth Deal Advisory Board at all, or make a material change so that it is no longer substantially the same, the Joint Committee must refer the matter back to the City Deal and Growth Deal Advisory Board for reconsideration having regard to the views and any concerns raised by the Joint Committee. After receipt of the same, the City Deal and Growth Deal Advisory Board can then make a final recommendation and refer it back to the Joint Committee for final consideration.
- 3.5 The terms of reference, are always open to changes at any time, but the Joint Committee will have to request that the four Black Country Councils Executives grant further delegations to them to make changes to deal. This may for example include the Joint Committee having full powers in relation to

certain strategic transportation matters, and involve the setting up of a local transport advisory board or sub-committee of the Joint Committee to deal with those matters. The general provision under the constitution excluding the terms of reference can be changed upon the decision of the Joint Committee.

3.6 The Chair of the LEP as Chairperson of the City Deal and Growth Deal Advisory Board will be responsible for writing the reports from the Advisory Board to the Joint Committee. The Black Country Consortium Ltd will be responsible for preparing the reports in the format as set out at **Annex B**, this format is to meet the legislative requirements for reports to Joint Committees. This does not prevent or inhibit any of the four Black Country Councils writing and presenting reports that are not from the Advisory Board to the Joint Committee, however such reports also need to be in the format as set out in **Annex B**.

3.7 The Councils have a duty to ensure appropriate Scrutiny arrangements are in place. This could be as simple as each Council providing Scrutiny of issues relevant to that Council through its own Scrutiny Committees or nominating a lead authority for Scrutiny or the establishment of Joint Scrutiny Committee. Committee needs to consider which it would prefer as its Scrutiny Model.

3.7.1 Each Council providing its own Scrutiny

This is perhaps the simplest of the options and leaves structures as they are. It has the minimal amount of complexity and no additional upfront cost. Each Council will continue as it currently does, with its current Scrutiny structure. Where a Scrutiny Committee chooses to look into the performance of the City Deal and Growth Deal and its impact on that Scrutiny Committees Council, it can do and report under the normal structure to its Full Council and Cabinet on its findings.

3.7.2 Nominating a lead Council

A nominated lead Council for Scrutiny purposes would require reports to and resolutions of each Councils Full Councils to establish this structure. It would also mean that there may be practical difficulties encountered when putting this structure into place. The Lead Scrutiny Council would have to revert to each Councils own officers for information, and also would be unfamiliar with the other Councils local conditions.

3.7.3 Joint Scrutiny Committee

This is the most difficult and costly route, it involves setting up a new Joint Committee separate to this Joint Committee and would need resolutions of

each Councils Full Council. It would also mean that officers would have to be assigned to support the committee from the Councils, and also reporting lines established for reports to be submitted.

4. FINANCIAL IMPLICATIONS

4.1 Non-arising from this report.

5. LEGAL IMPLICATIONS

5.1 Under the Local Government Act 1972 and the Local Government Act 2000, as amended by the Localism Act 2012 and regulations issued by the Secretary of State councils executives have the power to set up joint executive committees.

5.2 The legislative requirements prohibit non-members of a councils sitting upon joint committees as voting members.

5.3 The requirements for political balance does not apply to executive joint committees.

6. RISK MANAGEMENT

6.1 A Constitution together with terms of reference detailing the functions delegated to the joint committee provide a robust governance framework, under which decisions are made in an open, transparent and accountable manner.

7. EQUALITY IMPLICATIONS

7.1 Non-arising from this report.

Contact Officer:

Paul Sheehan
Chief Executive
Walsall Metropolitan Borough Council
Tel No. 01922 652006
18 March 2014

APPENDIX A



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

CONSTITUTION

26 March 2014

1. (i) Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council established an Executive Joint Committee known as the Black Country Joint Committee ("the Committee") for the purpose of discharging the functions mentioned in **Annex A**. The Committee is a joint committee of the Executive for the purposes of Part VI of the Local Government Act 1972 and Part I Chapter 2 of the Local Government Act 2000 and the provisions of thereof that are applicable to Joint Committees of the Executive shall apply to the Committee.
2. (i) The Committee shall comprise four members, each Council being entitled to appoint one voting member who shall be a member of the Councils Cabinet making the appointment. In the event of a voting member of the Committee ceasing to be a member of the Council which appointed him/her, the Council shall forthwith appoint another voting member in his/her place. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.
 - (ii) Each Council may appoint members of its Executive as substitute for the voting members appointed under (i) above to attend meetings of the Committee and its sub-committees in the absence for any reason of the voting members or observer members appointed under (i) above and in attended meetings of the Committee and its sub-committees the substitute voting members or observer members shall be treated in all respects if they were appointed under (i) above as the case may be. The Secretary for the Committee shall be informed prior to the commencement of the meeting of the names of the substitute members.
 - (iii) The Chairman of the Black Country Local Enterprise Partnership shall be an ex officio member of the Committee on matters relating to City Deal and Growth Deal. Ex officio members may speak at meetings of the committee but not vote. The Chairman of the Black Country Local Enterprise Partnership shall present reports to the Joint Committee from the City Deal and Growth Deal Advisory Board.

- (iv) The Black Country Consortium Ltd will be responsible for writing reports to the Joint Committee from the City Deal and Growth Deal Advisory Board in the format provided for at **Annex B**. All other reports from any subcommittee and or Council will also take the form as set out in **Annex B**. A representative of the Black Country Consortium Ltd can be in attendance at meetings of the Joint Committee on matters relating to City Deal and Growth Deal in an advisory role as the Joint Committee see fit.
 - (v) The Committee shall at its Annual Meeting, elect a Chair and Vice-Chair from among its voting members or chose to adopt for that year to have a rolling Chair and Vice Chair being upon rotation. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Committee shall elect a chair from amongst the voting members present for that meeting but shall not count for purposes of rotation.
 - (vi) Three voting members of the Committee shall constitute a quorum. Except as otherwise provided by statute, all questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.
 - (vii) The Committee shall meet as agreed at its AGM. However a meeting of the Committee may be convened at any time by the Secretary in consultation with the Chair for the meeting that would be convened. A meeting of the Committee must also be convened by the Chair within 28 days of the receipt of a requisition of any two voting members of the Committee addressed to the Secretary of the Committee. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting.
 - (viii) The Committee shall from time to time make such standing orders for the carrying on of the business of the Committee as the Committee shall deem necessary and or desirable.
 - (ix) For the avoidance of doubt and subject to there being no changes to the law on this issue, where a Council is operating executive arrangements pursuant to the Local Government Act 2000 (and any regulations made under it), it will be a matter for the Executive of the Council to appoint any voting member, or substitute member of the Committee as long as that member is a member of the appointing Councils Cabinet.
3. The Committee shall from time to time appoint such sub-committees and Advisory Boards to consider and deal with any of the functions of the Committee as may be thought desirable.
 4. The Committee Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Committee shall be Walsall Metropolitan Borough Council.

5. Meetings of the Joint Committee shall be held at Walsall Metropolitan Borough Council unless otherwise directed by the Joint Committee.

6. The Secretary shall:
 - (i) Be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee and minutes of the Joint Committee.
 - (ii) Be responsible for making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate.

7. That the relevant Standing Orders for Black Country Joint Committee are those of Walsall Metropolitan Borough Council.

Annex A – Terms of Reference



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee.
2. At any time review and agree proposed changes to the Functions of the Committee, and seek approval of the same from the four Council Executives of the Black Country authorities.
3. To agree and approve any proposed governance and or reporting structure that the committee sees fit.
4. In relation to the City Deal and Growth Deal:
 - 4.1 To act as a strategic body; setting and reviewing objectives for strategic investment across the Black Country, including;
 - a. Providing a coherent single position on the major strategic City Deal and Growth Deal issues;
 - b. Agreeing allocation of spending;
 - c. Agreeing major priorities;
 - d. Consider and agree recommendations made by any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee;
 - e. Refer recommendations received back to any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee for further consideration as and when minded in the first instance to not follow recommendations at all or to materially change the substance of the decision except in the case of genuine urgency requiring a decision to be made at that time;
 - 4.2 Agreeing Lead and or Accountable Body status for a body or organisation;
 - 4.3 Agree, review and amend options at any time for City Deal and Growth Deal governance which is fit for purpose;
 - 4.4 influence and align government investment in order to boost economic growth;

- 4.5 have regard to the duty to cooperate and Joint Committee's overall function as set out above;
- 4.6 to ensure alignment between decision making on City Deal and Growth Deal and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;
- 4.7 Co-ordinate and align decision making on transport with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities;
- 4.8 Deciding on capital expenditure programmes and ensuring policy and programmes are delivered effectively through partners;

Annex B



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

REPORT OF THE CITY DEAL AND GROWTH DEAL ADVISORY BOARD

(OR COUNCIL)

TO

BLACK COUNTRY JOINT COMMITTEE – (DAY, MONTH, YEAR)

(INSERT TITLE OF REPORT)

Key Decision: Yes/No

Forward Plan: Yes/No

1. PURPOSE OF REPORT

- a. Details of what is being sought in summary

2. RECOMMENDATIONS

- a. Specific recommendation from the City Deal and Growth Deal Advisory Board with approval requested by the Joint Committee.

3. REPORT DETAIL

- a. All relevant and pertinent information so as to enable a fully informed decision to be made by the Joint Committee to include the report from the City Deal and Growth Deal Working Group that will have been approved by the City Deal and Growth Deal Advisory Board for recommendation to the Joint Committee.

4. FINANCIAL IMPLICATIONS

- a. All relevant financial implications

5. LEGAL IMPLICATIONS

- a. All relevant Legal implications

6. RISK MANAGEMENT

- a. Key risk identified and explanations as to how they will be managed are to be inserted.

7. EQUALITY IMPLICATIONS

- a. An equality impact assessment to be done and equality implications set out in the report as well as how they will be managed.

Back Ground papers

Authors name and contact details

APPENDIX B

CITY DEAL AND GROWTH DEAL ADVISORY BOARD

CONSTITUTION

26 March 2014

1. The Advisory Board shall comprise of:
 - (i) The Cabinet member for regeneration for four Black Country local authorities (voting members)
 - (ii) Four business community representatives of the Black Country LEP (voting members)
 - (iii) The Executive Directors of the Black Country local authorities with responsibility for regeneration (non-voting member)
 - (iv) A Black Country Consortium Ltd representative (non-voting member)
 - (v) Such government department representatives as the committee agrees to (non-voting member)
 - (vi) Such representatives of the community, business and or other bodies as the committee agrees to (non-voting member)
 - (vii) The Program Manager (non-voting member)
2. The Advisory Board shall at its Annual Meeting (held in line with the start of municipal year) elect a Chair and Vice-Chair from among its voting members. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Advisory Board shall elect a chair from amongst the voting members present for that meeting. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.
3. Four voting members of the Advisory Board shall constitute a quorum.
4. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.
5. The Advisory Board shall meet as agreed at its Annual General Meeting and set the forthcoming years timetable of meetings.
6. A meeting of the Advisory Board may also be convened by the Chair within 21 days of the receipt of a requisition of any two voting members of the Advisory Board addressed to the Secretary of the Advisory Board. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However in cases of genuine urgency a meeting of the Advisory Board may be

convened at any time by the Chair, upon 5 working days notice to all members of the committee.

7. The Advisory Board shall from time to time appoint such sub-Advisory Boards to consider and deal with any of the functions of the Advisory Board as may be thought desirable. Membership of a sub-Advisory Board is determined by the Advisory Board and must have a Councillor and LEP representative from the Advisory Board as members of the sub-Advisory Board.
8. The Advisory Board Secretary shall be Walsall Council, and all meetings of the Advisory Board shall take place at Walsall Council.
9. The role of the Secretary shall include:
 - i. the Secretary will be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Advisory Board and minutes of the Advisory Board.
 - ii. The Secretary shall be responsible for making arrangements for recommendations (including supporting reports) from the Advisory Board to the Joint Committee are sent to the Secretary of the Joint Committee at Walsall Metropolitan Borough Council to enable compliance with the necessary legislative requirements for access to information
10. Members of the Advisory Board or sub-Advisory Board that are elected representatives appointed by a Black Country Council must comply with their own Councils code of conduct.
11. Non Councillor members of the Advisory Board or sub-Advisory Board with conflicts of interest must comply with the following rules:
 - i. A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:
 - (a) you
 - (b) a close member of your family,
 - (c) an organisation that you are either:
 - (i) employed by or hold office with or
 - (ii) in which you own more than 10% of the issued share capital
 - ii. A conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the four Black Country Councils.
 - iii. Upon a conflict-of-interest arising:
 - (a) in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
 - (b) in the case of non-voting members that member must declare an interest but may remain in the room to make representations.

12. Gifts and hospitality policy for elected members will be the same as that of their own local authority. For non elected voting members, they should declare any gifts or hospitality that has a value over £25 which may be seen as related to their role on the Advisory Board and or any specific scheme, Project or funding stream.
13. Only the Joint Committee can make amendments or variations to this Constitution and Terms of reference.

FUNCTIONS OF CITY DEAL AND GROWTH DEAL ADVISORY BOARD

- 1) To receive reports from the Working Group, Black Country councils, central government, the businesses community, Lead and or Accountable bodies under City Deal and Growth Deal and Growth Deal and such other persons or bodies as the Advisory Board deems appropriate.
- 2) To receive reports from any Sub Advisory Board of the Advisory Board.
- 3) To act as a strategic advisory body; reviewing and recommending objectives for strategic investment across the Black Country in relation to the City Deal and Growth Deal, including;
 - a. Providing a coherent single position on the major strategic City Deal and Growth Deal issues;
 - b. Formulating proposals for allocation of spending;
 - c. Formulating proposals for major priorities;
 - d. Consider and agree recommendations made by Working Group;
 - e. Recommending Lead and or Accountable Body status for a body or organisation;
 - f. Referring final recommendations from the Working Group as to items a) to e) above to the Joint Committee for formal approval.
- 4) Receiving regular monitoring reports from the Working Group on the City Deal and Growth Deal program and/or funding streams and/or individual Projects upon the effectiveness and performance of delivery by the Lead and/or Accountable Body
- 5) Reporting regularly or upon request of the Black Country Executive Joint Committee, and in any event at least once a year to the annual general meeting of the Black Country Executive Joint Committee, to the Joint Committee upon the effectiveness and performance by the Lead and/or Accountable Body in delivering the City Deal and or growth Deal initiatives, programmes and or funding streams for which they are responsible
- 6) Influence and align government investment in order to boost economic growth;
- 7) To ensure alignment between decision making on City Deal and Growth Deal and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;
- 8) Co-ordinate and align decision making on other areas of policy such as land use, transportation, economic development and wider regeneration with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities;

- 9) Advising the Joint Committee in relation to the City Deal and Growth Deal capital expenditure programmes and potential programs and ensuring policy and programmes are delivered effectively through partners;
- 10) To report to the Joint Committee on such matter as it considers appropriate and relevant to City Deal and Growth Deal and the Programme.

APPENDIX C

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE STRUCTURE

