

## 1. JOINT COMMITTEE

- 1.1 The Councils shall form the Joint Committee in accordance with this agreement ("**Joint Committee**") for the purposes of:-
  - 1.1.1 to co-ordinate the planning and delivery of the Growth Vision, with a an initial emphasis on a Growth Deal
  - 1.1.2 to provide direction for key strategies in support of paragraph 9.1.1 above, in particular transport, skills and employment, economic development and land use planning;
  - 1.1.3 to unite the Parties, other public sector bodies, charities and businesses around common purpose in support of 9.1.1 above;
  - 1.1.4 to provide direction to any Sub-Boards that the Joint Committee chooses to appoint including the commissioning of specific tasks or projects;
  - 1.1.5 proposing projects that could be undertaken as part of the Growth Deal;
  - 1.1.6 deliberating on such projects to assess whether further due diligence is warranted and reaching agreement on the costs that should be incurred undertaking further appraisal work;
  - 1.1.7 agreeing a pro-forma Implementation Plan that will set out the process for agreeing and prioritising projects that will be taken forwards pursuant to the Growth Deal;
  - 1.1.8 preparing a draft Business Plan in accordance with Clause 7 (*Business Plan*); and
  - 1.1.9 overseeing and co-ordinating the discharge of the Councils' preparatory obligations in relation to the Growth Deal,
  - 1.1.10 To take all necessary decisions to pursue the aims and objectives of the Regional Growth Strategy
  - 1.1.11 to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference).
- 1.2 The Joint Committee may carry out such other functions as the Councils determine from time to time and approve as a Matter Reserved to the Parties.
- 1.3 The Joint Committee shall not have power to approve any Matter Reserved to the Parties.
- 1.4 The Advisers shall have the right to attend and speak at meetings the Joint Committee.
- 1.5 Each Party shall appoint one (1) representative to the Joint Committee. The details of each of the representatives are set out in Schedule 6 (Details of Representatives).
- 1.6 The Chairperson of the Joint Committee shall be a representative of a Council appointed to the Joint Committee and shall be appointed on an annual basis by the Joint Committee at the Annual General Meeting. The Chairperson shall not have a casting vote.
- 1.7 Each Party shall be entitled from time to time to appoint a named deputy for its representative. Any deputies may attend meetings of the Joint Committee but shall only be entitled to speak and vote at such meetings in the absence of his or her corresponding principal.

- 1.8 Each Party may, at their discretion, replace their representative (and their respective deputies) appointed to the Joint Committee, provided that:-
- 1.8.1 at all times, they have a representative appointed to the Joint Committee in accordance with the roles identified in Schedule 2 (*Joint Committee Terms of Reference*);
  - 1.8.2 any such replacement shall have no lesser status or authority than that set out in Schedule 2 (*Joint Committee Terms of Reference*) unless otherwise agreed by the Parties; and
  - 1.8.3 the details of any such representative shall be notified to the other Parties in writing, to replace the relevant details set out in Schedule 6 (Details of Representatives).
- 1.9 Unless the Joint Committee decides otherwise (e.g. if a meeting is deemed not to be required), the Joint Committee shall meet either on a monthly basis or as and when required in accordance with the timetable for the Growth Deal. Meetings shall be convened at appropriate times and upon giving the requisite statutory notice (to be issued through the Accountable Body) to deliberate on the Joint Committee Matters referred to in Schedule 1 (*Delegations Policy*).
- 1.10 The expectation is that all of the Councils and Advisers attend all meetings of the Joint Committee where possible.
- 1.11 Any representative may by written request to the Executive Team request that a matter be considered at the next meeting of the Joint Committee.
- 1.12 The Executive Team shall ensure that all agendas and relevant information in relation to a Joint Committee meeting are circulated in a timely manner and in any event in accordance with legislative requirements.
- 1.13 Any representative may, where he or she views that a matter requires urgent consideration, request to the Chairperson at the start of a Joint Committee meeting that such urgent item is added to the agenda, but its inclusion will be a matter for the Chairperson to decide.
- 1.14 The quorum necessary for a Joint Committee meeting shall be a representative or deputy from at least 4 Councils.
- 1.15 At meetings of the Joint Committee each representative or appropriate deputy (in the absence of the relevant representative) from each Council shall have one vote.
- 1.16 At meetings of the Joint Committee, each representative or appropriate deputy (in the absence of the relevant representative) from each Adviser shall have the right to advise the Joint Committee on decisions and their views shall be recorded by the Joint Committee. Whilst it is not intended that the Advisers shall have formal voting rights, the Joint Committee shall give consideration to any views or representations made by the Advisers and where Advisers do not agree with a proposed decision the Joint Committee shall consider (acting in good faith) declaring a matter a JC Unresolved Matter.
- 1.17 Decisions at a meeting of the Joint Committee require a simple majority vote of the representatives (or deputies as applicable) from the Councils in attendance, provided that if:
- 1.17.1 the votes are tied (i.e. a deadlock); or
  - 1.17.2 two or more Parties make such a request at the meeting,
- that decision shall be declared a JC Unresolved Matter to be dealt with in accordance with Clause 1.188.

- 1.18 If, at a meeting of the Joint Committee, a matter is not determined, that matter ("**JC Unresolved Matter**") shall be deferred for consideration at the next ordinary meeting of the Joint Committee meeting or such sooner time as shall be agreed. If at the reconvened Joint Committee meeting the JC Unresolved Matter is not determined, the JC Unresolved Matter shall not be agreed and shall not be implemented by the Joint Committee.
- 1.19 Each Party shall provide all information reasonably required upon request by the Joint Committee to the Executive Team and shall comply with any decisions of the Joint Committee to request such information.
- 1.20 Each Party shall consult with the other Parties to ensure the diligent progress of the day to day matters relating to the discharge of the Parties' obligations in relation to the Growth Deal.
- 1.21 Where a Party wishes to provide any information and/or serve a notice or demand on the Joint Committee, this should be served on the Executive Team in accordance with Clause 23.3 (*Notices*). The Executive Team shall keep a record of all information, notices and demands received and shall update each representative promptly.
- 1.22 The Parties acknowledge and agree that the Joint Committee shall adopt (as applicable) the Accountable Body's prevailing contract standing orders, financial procedure rules, and such other applicable policies and procedures for and behalf of the Parties in the discharge of its obligations under this Agreement and that the Accountable Body's chief finance officer ("**S151 Officer**") and Monitoring Officer (or their nominated deputies) shall, respectively, act as the section 151 officer and monitoring officer to the Joint Committee.
- 1.23 The Advisers acknowledge and agree that their representative or deputy shall comply with the terms of the GA Code of Conduct.

## TERMS OF REFERENCE

### PART 1

#### JOINT COMMITTEE TERMS OF REFERENCE

##### Aims/Purpose

1. The Joint Committee will be the key body to oversee the Growth Deal and to represent the interests of the Parties and its stakeholders. The Joint Committee will also be responsible for monitoring project progress and managing the political dimensions of the Growth Deal.
2. The Joint Committee will also oversee the Regional Growth Strategy and will take all necessary decisions to facilitate and implement its delivery.
3. The Joint Committee will carry out the following functions:
  - Determine the form of and number of fund(s) to deliver the Growth Deal.
  - Agree key projects to deliver the Growth Deal
  - Provide strategic direction to the Executive Team (to include approval of remit for the Executive Team and approval of any resourcing issues)
  - Act as a representative for each of the Parties to ensure consistency with individual objectives and visions
  - Monitor performance, management and working arrangements (to include the necessary audit and assurance checks)
  - Ensure that sufficient resources are committed to the Growth Deal
  - Arbitrate on any conflicts within the programme or negotiate a solution to any problems between the programme and external bodies
  - Communicate and provide progress on strategic issues within the Growth Deal
  - Promote partnership working between the Parties
  - Publish annual governance statement and Annual Accounts
  - Liaise with other Growth Deal or City Deal partners across the United Kingdom to share best practice and ensure a co-ordinated strategic approach
  - Provide the Parties with annual progress reports
  - Update the Delegations Policy from time to time

##### Terms

4. At the start of the Growth Deal, to:
  - Finalise the GA2 and any related documentation, including (but not limited to) any Business Plans Clause 7 and
  - Agree the detail of the decision-making process and assessments (as referred to in the Assurance Framework and where yet to be completed) prior to the Joint Committee considering individual projects
5. During the planning and development stages, to:
  - Review project status against the approved plans
  - Monitor the management of project budget, risks and quality
  - Promote and support the project among relevant stakeholders and where appropriate obtain their consent.
  - Seek to resolve disputes where these cannot be resolved satisfactorily through other means
  - Ensure that the proposals are affordable and deliver maximum value for money for the public sector.

## **Procurement of contracts for goods, works or services**

Subject to compliance with: legislation, the contract standing orders and other procedural rules of the Accountable Body (where the contracts are to be let in the name of the Accountable Body) and the issue not falling within a Matter Reserved to the Parties, the following provisions apply.

6. Where the Joint Committee is procuring any goods, works or services, at the start of procurement, the Joint Committee or if falling within the delegated authority of the Executive Team, the Executive Team, shall agree:
  - measures against which the benefits realisation should be measured;
  - arrangements for quality assurance and risk management;
  - arrangements for communications; and
  - arrangements for procurement launch for specific projects (where appropriate).
  
7. As the procurements progress, to:-
  - review the project status against the project plan;
  - monitor the management of procurement budget, risks and quality;
  - agree progression through key stages (e.g. including but not limited to issue of the OJEU, pre-qualification stage and preferred bidder stage) and obtain all associated 'sign-offs';
  - agree draft procurement documents;
  - agree the process for evaluating bids and the detailed evaluation criteria and scoring;
  - consider the progress of the procurement; and
  - act as the ambassadors for the procurement and the project it facilitates.
  
8. At the end of the procurement, to:-
  - ensure that the pre contract risk review is completed;
  - agree any financial business cases;
  - make decisions as to award of contract and provide all final 'sign-offs'; and
  - ensure that the contract is appropriately managed and expected products have been delivered satisfactorily.

## North Wales Economic Ambition Board Membership

### Representatives :

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