

Proposal for dissolving the
Greater Norwich Development Partnership

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Summary

This report proposes dissolving the Greater Norwich Development Partnership and recommends a course of action to establish a Greater Norwich Growth Board

Recommendation/ Action required

The Board is asked to:

1. Recommend to the constituent partners that the Greater Norwich Development Partnership is dissolved.
2. Recommend to the constituent partners that work progresses to establish a Greater Norwich Growth Board.

1. Background

- 1.1. The Greater Norwich Development Partnership (GNDP) was established in 2006 to manage the challenging growth programme for the Greater Norwich area, including managing a capital programme of green infrastructure, transport and public realm projects and preparing a Joint Core Strategy for Broadland, Norwich and South Norfolk and Community Infrastructure Levy Charging Schedules for the area.
- 1.2. The Partnership Board comprises three members from Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council, one member from the Broads Authority plus representatives from New Anglia Local Enterprise Partnership and the Homes and Communities Agency.

2. Dissolving the Partnership

- 2.1. As the growth programme for Greater Norwich moves from strategy development to delivery, it is proposed that, having successfully delivered the GNDP programme, the GNDP and its Board is dissolved from 19 September 2013 (the next meeting date for the GNDP Board).
- 2.2. The Board has not met since December 2012. GNDP projects, namely the Joint Core Strategy and the Community Infrastructure Levy have reported directly to each of the partner authorities' cabinet and council meetings, as per the statutory requirements of those processes (the Joint Core Strategy processes are expected to continue to autumn/ winter this year).

3. Greater Norwich Growth Board – establishing a board

- 3.1. As members are aware, a draft governance structure is being worked up to manage the Greater Norwich City Deal, should the City Deal be successful. The draft structure and outline responsibilities is attached at appendix one.
- 3.2. The Councils and the LEP will agree a business plan that the Growth Board will deliver. The Terms of Reference assume that each LA and LEP representative will have delegated authority to make decisions about delivery of the business

plan. This is different to how the GNDP operates, in that members do not currently have delegated powers and decisions are made by the individual authorities.

- 3.3. It is proposed that a Greater Norwich Growth Board is established. The proposed role of the Board (as in the draft Terms of Reference which are attached at appendix two) is:
- The Board will provide strategic direction, monitoring and coordination of both the city deal and wider growth programme for the Greater Norwich area. It will have representation on, and links with, the Growth Hub Operational Board and the Employment and Skills Strategy Board
 - Implement an agreed annual programme of delivery (business plan) submitted by the partners
 - Monitor progress of delivery and spend including reviewing the programme risks and its risk mitigation measures
 - Secure the co-operation of the parties
 - Identifying, lobbying for, securing and coordinating funds
- 3.4. At this stage the terms of reference do not refer to any role for the Greater Norwich Growth Board in relation to formulation of future planning documents or the discharge for the duty to co-operate on planning matters. Such arrangements will need to be formulated in due course and may involve the Growth Board but will depend on the nature and timing of any review(s) to the Local Plan that has yet to be determined. In the meantime it should be noted that the local planning authorities will to continue to work together to produce an Annual Monitoring Report across the area.
- 3.5. Meetings of the Board will be held in public.
- 3.6. Suggested membership (with the ability for a substitute) is:
- Leader of Broadland District Council
 - Leader of Norwich City Council
 - Leader of South Norfolk Council
 - Leader of Norfolk County Council
- Member of the New Anglia Local Enterprise Partnership
- 3.7. In addition there is scope to add other partners to the Board and consideration needs to be given to other members and the role of the private sector at the first meeting of the Growth Board.
- 3.8. The board will be serviced by the Greater Norwich Development Partnership Implementation Team (which will become known as the Greater Norwich Growth Team), until such a date as the support structures for the Greater Norwich Area Board are agreed.
- 4. Timeline**
- 4.1. Reports recommending the establishment of the Growth Board
- 8 October – Broadland District Council Cabinet
- 9 October – Norwich City Council Cabinet

28 October – South Norfolk Council Cabinet

7 October – Norfolk County Council

December 2013 – First meeting of the Greater Norwich Growth Board

5. Resource Implications

5.1. Finance:

- 5.2. **Staff:** There are no immediate staff implications but there will be future issues relating to servicing the Greater Norwich Growth Board and managing the delivery programme. The Board will be serviced by the Greater Norwich Development Partnership Implementation Team until such a date as the support structures for the Greater Norwich Area Board are agreed.

6. Other Implications

- 6.1. **Legal Implications:** At this stage there are no known legal implications but new governance arrangements will have a legal impact and these will be reported to future meetings of the Growth Board and the constituent partners at a future date.
- 6.2. **Human Rights:** None at this stage
- 6.3. **Equality Impact Assessment (EqIA):** is not required at this stage
- 6.4. **Communications:** It is recommended that the Greater Norwich authorities communications officers draw up a communications plan outlining the communications activities required to dissolve the Partnership, including archiving the Partnership website, www.gndp.org.uk.
- 6.5. **Health and safety implications:** None at this stage
- 6.6. **Any other implications:** Officers have considered all the implications which members should be aware of. Apart from those listed in the report (above), there are no other implications to take into account.

7. Section 17 – Crime and Disorder Act

- 7.1. There are no immediate implications

8. Risk Implications/Assessment

- 8.1. There are no immediate implications.

Recommendation/ Action required

The Board is asked to:

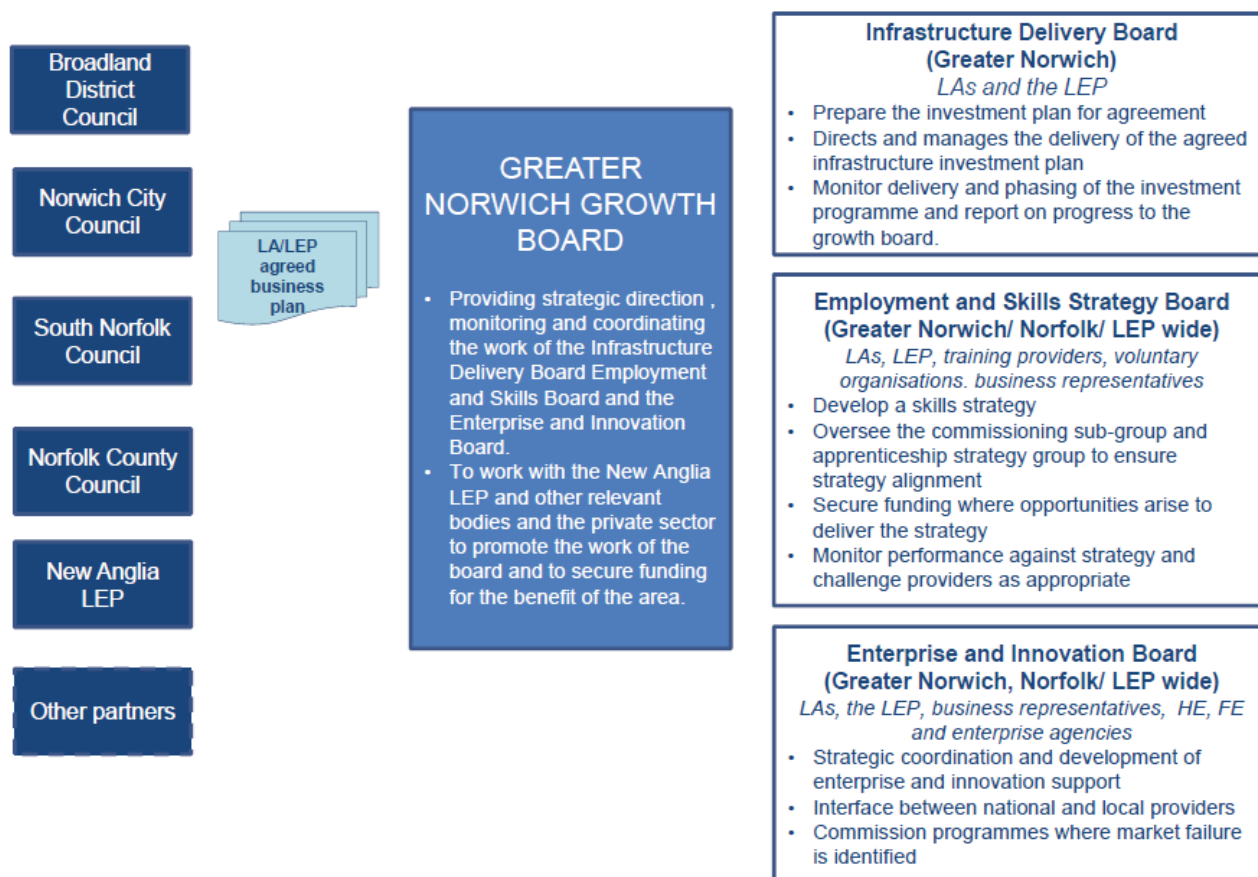
1. Recommend to the constituent partners that the Greater Norwich Development Partnership is dissolved.
2. Recommend to the constituent partners that work progresses to establish a Greater Norwich Growth Board.

Appendix one

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Greater Norwich Growth Board Governance

DRAFT H 19 May 2013



Appendix 2

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Broadland District Council

and

Norwich City Council

and

South Norfolk Council

and

Norfolk County Council

and

New Anglia Local Enterprise Partnership

Joint Working Agreement

For the Creation of a

Greater Norwich Growth Board

3. The parties have agreed to work together to establish a Greater Norwich Growth Board overseeing the delivery of the Greater Norwich Growth Programme.
4. The parties intend that such arrangements for the Greater Norwich Growth Board shall be an effective mechanism for joint decision on the Greater Norwich Growth Programme.

IT IS HEREBY agreed as follows:-

1 Interpretation

- 1.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:-

"The Agreement" means this Agreement comprising the terms and conditions together with the Schedules hereto.

"The Accountable Body" means such of the parties as is at any time taking on the responsibilities set out in clause 7.

"The Commencement Date" means the date on which this Agreement is executed by the parties.

"The Constitution" means the constitution of the Greater Norwich Growth Board as set out in Schedule A to this Agreement.

"The GNGB Board" or **"Board"** means the representatives of the parties appointed to the Board.

"Programme" means the programme of delivery developed by the GNGB in accordance with this Agreement as approved annually by Broadland District Council, Norwich City Council, South Norfolk Council, Norfolk County Council and New Anglia LEP.

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended

extended or re-enacted.

- 1.3 Words importing the singular include the plural words importing any gender include every gender, the words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- 1.4 Reference to Clauses and Schedules are references to clauses and schedules of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.
- 1.5 The Clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

2 Term

This Agreement shall come into effect on the Commencement Date and shall continue in force in respect of the parties until such time as the parties so agree, unless this Agreement is terminated earlier in accordance with its terms.

3 General Principles

- 3.1 This Agreement has been entered into by the parties to establish a Greater Norwich Growth Board comprising representatives of each of the parties.
- 3.2 The parties will work together in good faith and in an open, co-operative and collaborative manner for the duration of this Agreement. The parties' members and officers will work together in the spirit of mutual trust in order to endeavour to procure the successful implementation of the GNPB.
- 3.3 Board meetings will be held in public providing an open forum for debate and decision.
- 3.4 The Scrutiny Committees of Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council can scrutinise the arrangements under this Agreement.
- 3.5 All Board papers, technical reports which support decision making and scheme business cases will be made publicly available, including publication on a suitable website.
- 3.6 Clear policies on conflict of interest and hospitality will be adopted by the Board.

- 3.7 The parties and the Board shall comply with The Code of Recommended Practice for Local Authorities on Data Transparency.
- 3.8 Costs associated with the Board, (including all administrative and secretarial support) and any costs incurred by any member of the Board on behalf of the Board (having been approved beforehand by the Board), shall be shared equally between the parties.

4 Status of this Agreement

- 4.1 The parties agree that this Agreement shall take the form of a legally binding contractual relationship and shall from the Commencement Date be construed accordingly.

5 Greater Norwich Growth Board - Representation

- 5.1 The parties agree to constitute the Board to discharge its functions on the terms set out in the Constitution.
- 5.2 In appointing a representative to the Board, Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council will, unless there are overriding reasons to the contrary, appoint as their representatives, a members of the cabinet of each Authority. The LEP shall appoint, so far as possible, a business representative who is not an elected representative of a local authority.
- 5.3 Insofar as any representative requires authority from his/her appointing body to attend and take part in the meetings of the Board and in any making decisions required of the Board (falling within the provisions of clause 5 hereof), each party hereby confirms that it has delegated all such powers to its representative or otherwise authorised such action.
- 5.4 The parties agree to keep the membership of the Board under review and to consider from time to time the addition of other bodies or organisations who may contribute to the achievement of the aims and objectives of the Board. Any changes to the membership or constitution shall only be by agreement of all the parties.

6 Functions of the Greater Norwich Growth Board

- 6.1 The functions of the Greater Norwich Growth Board include the following:
- *The Board will provide strategic direction, monitoring and coordination of both the city deal and wider growth programme for the Greater Norwich area. It will have representation on, and links with, the Growth Hub Operational Board and the Employment and Skills Strategy Board*

- *Implement an agreed annual programme of delivery (business plan) submitted by the partners*
- *Monitor progress of delivery and spend including reviewing the programme risks and its risk mitigation measures*
- *Secure the co-operation of the parties*
- *Identifying, lobbying for, securing and coordinating funds*

7 Programme of delivery

7.1 Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council shall develop and approve a Programme of Delivery.

7.2 The Councils will approve the Programme of Delivery at least annually. The Priority Programme shall be published on a suitable website.

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year first written

The Common Seal of Broadland)
 District Council was affixed hereto)
 in the presence of the undersigned)
 authorised signatory)

Authorised Signatory

The Common Seal of Norwich)
 City Council was affixed hereto)
 in the presence of the undersigned)
 authorised signatory)

Authorised Signatory

The Common Seal of South Norfolk)
Council was affixed hereto in the)
presence of the undersigned)
authorised signatory)

Authorised Signatory

The Common Seal of Norfolk)
County Council was affixed hereto)
in the presence of the undersigned)
authorised signatory)

Authorised Signatory

Signed as a Deed by the Local)
Enterprise Partnership)

Director

Director/Secretary

Schedule A

Greater Norwich Growth Board

Constitution

This Constitution has been approved by Broadland District Council, Norwich City Council, South Norfolk Council, Norfolk County Council, and the Local Enterprise Growth ("the parties") as the Constitution of the Greater Norwich Growth Board.

1 Establishment of the Greater Norwich Growth Board

1.1 The Board shall discharge the functions of the Greater Norwich Growth Board in the manner set out in this Constitution.

2 Objectives

2.1 The functions and objectives of the Greater Norwich Growth Board are as set out in paragraph 6 of this Agreement.

3 Membership and Appointment of the Board of the Greater Norwich Growth Board

3.1 The Board shall comprise 5 members, one being appointed by each of the parties. In appointing representatives to the Board, Broadland District Council, Norwich City Council, South Norfolk Council and Norfolk County Council will, unless there are overriding reasons to the contrary, appoint as its representative a member of the cabinet Authority. The LEP shall appoint, so far as possible, a business representative who is not an elected representative of a local authority.

3.2 All appointments to membership of the Board shall be made by notification in writing from the Chief Executive of the appointing Party.

3.3 Each Party may appoint an alternate (or substitute) member of the Board.

3.4 Membership of the Board shall determine in the event that the member ceases to be a member of his Authority.

4 Chair and Vice-Chair of the Board

4.1 At the first meeting of the Board and thereafter at its annual meeting the Board shall elect a Chair and Vice Chair from among its members

on a rotating basis.

4.2 The Chair and Vice Chair should not be from the same appointing body and will serve for a 12 month period or when

4.2.1 A new Chair is elected in accordance with Paragraph 4.1 above,

4.2.2 He/she/they ceases to be a member of the Board, or

4.2.3 He/she/they resigns from the office of Chair or Vice-Chair.

4.3 Where a casual vacancy arises in the office of Chair or Vice-Chair of the Board, the Board shall at its next meeting elect a Chair.

4.4 Where, at any meeting or part of a meeting of the Board, both the Chair and Vice Chair are absent or unable to act as Chair the Board shall elect one of the local authority members to preside for the balance of that meeting.

5 Secretary to the Board

5.1 The Secretary shall support the Board.

5.2 The Secretary shall be an officer the appointing body of the Chair by the Board for this purpose.

5.3 The functions of the Secretary shall be -

- To maintain a record of membership of the Board.
- To maintain the Forward Plan.
- To summon meetings of the Board in accordance with paragraph 6 below.
- To prepare and send out the agenda for meetings of the Board in consultation with the Chair and the Vice-Chair.
- To keep a record of the proceedings of the Board.
- To take such administrative action as may be necessary to give effect to decisions of the Board.
- Such other functions as may be determined by the Board.
- Maintain a register of Board member interests.

6 Convening Meetings of the Board

6.1 Meetings of the Board shall be held at such times, dates and places as may be notified to the members by the Secretary being such time, place and location as -

6.1.1 the Board shall from time to time resolve

- 6.1.2 the Chair of the Board or if he/she is unable to act, the Vice-Chair, shall notify to the Secretary, or
- 6.1.3 the Secretary in consultation where practicable with the Chair and Vice Chair shall determine in response to receipt of a request in writing addressed the Secretary -
- from and signed by any member of the Board, or
 - from the Chief Executive of any of the parties
- which request sets out an urgent item of business within the functions of the Board.
- 6.1.4 the Secretary shall settle the agenda for any meeting of the Board after consulting, where practicable The Chair.
- 6.1.5 The Board shall meet quarterly.

7 Procedure at Meetings of the Board

- 7.1 The Board shall, unless the member presiding at a meeting determines otherwise, conduct its business in accordance with the Rules of the Council in whose premises the meeting is held except insofar as may be specified to the contrary in this Constitution.
- 7.2 A meeting of the Board shall be inquorate and shall not be able to discharge any business unless there are present all three members of the Board.
- 7.3 Decisions of the Board shall be unanimous.
- 7.4 The Board shall comply with The Code of Recommended Practice for Local Authorities on Data Transparency.
- 7.5 Board decisions shall be reported to each member body as soon as possible, and in any event within 5 working days. Each such body shall notify the Secretary within 5 working days if they object to the decision, (giving full reasons) in which event the decision shall be referred back to the Board.

8 Attendance at Board Meetings

- 8.1 Notwithstanding that a meeting or part of a meeting of the Board may not be open to the Press and public, the officers specified in Paragraph 8.2 below of each appointing Party shall be entitled, in person or by another officer nominated by that officer, to attend all, and all parts, of such meetings, unless the particular officer has a conflict of interest as a result of a personal interest in the matter under consideration.

8.2 The following are the officers who shall have a right of attendance in accordance with clause 8.1.

- the Chief Executive of any of the parties.
- the Chief Finance Officer of the parties
- the Monitoring Officer of the parties
- the officers of each party required to advise the board on specific matters included on the agenda Party

9 Overview and Scrutiny

9.1 Where an Overview and Scrutiny Committee of any local authority party considers calling in or conducting a review of a decision by or on behalf of the Board, consideration shall be given to inviting the appropriate Overview and Scrutiny Committee of the other Party/Parties to share in such call-in or review.

10 Register of Interests and Conflict of Interest

10.1 The Secretary shall maintain a register, available for public inspection, containing a record of the relevant interests of each of the members of the Board. In determining whether an interest should be declared and recorded the principles set out in the **[Local Government Code of Conduct]** shall apply.

11 Amendment of this Constitution

This Constitution can only be amended by agreement of all the parties.