Goole Town Deal Board

Terms of Reference

updated November 2021

1. CONSTITUTION

The Board was constituted at a full meeting of the Goole Town Deal Board held on 13 March 2020.

2. DUTIES AND TERMS OF REFERENCE

2.1 The Board is a strategic body created as a vehicle following Goole being identified as a town that may benefit from the Towns Fund. The Board brings together the private, public and voluntary sectors to provide strategic leadership to develop and deliver a Town Investment Plan and schedule of interventions to secure government funding, and which sets out a clear understanding of the area, focusing on its assets, opportunities and challenges. It is the vehicle through which the vision and strategy for Goole is defined. The Board will provide strategic insight on the challenges and opportunities facing the area by:

a) Championing the Board's economic vision and promote bold, deliverable interventions that define the Investment Plan.

b) Communicating with the business community and residents around economic growth and delivery of the interventions.

c) Sharing knowledge, practice and intelligence within the Board area and beyond, both regionally and nationally.

d) Proposing allocation of resources to deliver economic growth, secure finance and encourage local and national bodies to match resources to achieve the Board's ambitions.

2.2 The Board shall:

a) Develop and oversee the delivery of the Town Investment Plan.

b) Co-ordinate public, private and voluntary sector activity to develop and deliver the interventions and use any further guidance that may be issued.

c) Have regard to the three strands of Town Deal and maximise the impact of those interventions:

1. Urban Regeneration, planning and land use
2. Skills and Enterprise
3. Connectivity

d. Promote Goole as a prime location for inward investment and international trade whilst maximising the benefits of growth opportunities for local businesses

e. Respond to opportunities that arise from government initiatives to support economic growth within Goole.

f. Co-ordinate and influence government and others on matters that benefit the economy

g. Attend public consultation events

h. Attend events to promote the Goole Town Investment Plan and specific interventions.

2.3 The Board's priorities are:

- Develop and agree an evidenced based Town Investment Plan
- Develop a clear programme of interventions
- Co-ordinate resources and engage stakeholders through phase one (development) and phase two (delivery)

3 MEMBERSHIP

3.1 The membership and structure of the Board flow from its purpose, objectives and functions. This is likely to evolve and change over time as the Local Investment Plan is implemented. The members of the Board shall be appointed by the Lead Body and may be removed at any time by the Board. The Goole Town Deal Board shall comprise representatives of:

(a) All tiers of local government

(b) The Member of Parliament for the constituency

(c) Local Business and Investors

(d) Hull & East Yorkshire Local Enterprise Partnership

(e) Prominent members of civic and voluntary strategic organisations

(f) Housing Sector, including developers and housing associations

3.2 The Board may evolve to include representatives of:

(a) Universities and Further Education Colleges

(b) Academies and Schools

(c) NHS

(d) Development Corporations

(e) Local Sports Teams

(f) Cultural and Creative Institutions

3.3 The Board may also choose to appoint representatives from Arms-length bodies and other non-departmental agencies such as, but not exhaustively:

(a) Homes England

(b) Environment Agency

(c) Historic England

3.4 The Board can also consider other private sector representatives and developers who operate on national and international platforms who understand the requirements for investment and can help identify the best use of private and public funds.

3.5 Applications for new Board Members shall be determined by the Board on recommendation of the Lead Body.

3.6 All Board members will be on an ex officio basis meaning it is the organisation that is the member with a named representative who will engage fully with the organisation they represent.

3.6 An organisation shall cease to be a member of the Board in the following circumstances:

a) Such organisation gives written notice to the Chair of their notice of resignation

b) An individual Member can be removed from membership by a resolution of the Board that it is in the best interests of the Board that the individual's membership is terminated.

3.7 In developing the Investment Plan the Board may set up thematic sub-groups or task and finish groups to focus or manage aspects of the Town Investment Plan and Towns Fund Programme. This may require engaging people and organisations outside of the Board to support the development and delivery of the Investment Plan.

Sub-groups will be approved by the Board and members of the sub-groups will adhere to these Terms of Reference and the associated Code of Conduct. This will allow for wider engagement outside of the Board in developing an evidence- based plan. The sub-groups will not require voting mechanisms and are advisory to the Board on specific thematic matters. Once established, information relating to the sub-groups will be added as an addendum to the Terms of Reference.

4 THE CHAIR AND DEPUTY CHAIR

4.1 The Board shall appoint the Chair and Deputy Chair.

4.2 In the absence of the Chair, the Deputy Chair will assume the responsibilities of the Chair.

4.3 In the absence of both the Chair and Deputy Chair at a formal meeting of the Board those present for the meeting of the Board will vote and appoint a Chair for that meeting only.

4.4 The Board Delivery Team will consult the Chair to agree on Agendas and on progress of works required to be undertaken on individual interventions and developing the Town Investment Plan.

4.5 The Chair may convene an informal meeting of all or some of the Board Members to inform progress of a particular matter arising under the development of individual interventions.

4.6 The Chair may meet third parties and attend events on any matter pertaining to the Investment Plan and individual interventions to progress activity and outcomes.

4.7 The Board shall delegate to the Chair of the Board the authority to make urgent decisions, having consulted by way of email with Board members, where a Board cannot be convened in a timely manner to consider a matter. The decision shall be published as soon as practically possible once taken.

5 SUBSTITUTES

5.1 A named substitute may attend the Board meeting with prior knowledge no later than 24 hours.

6 ATTENDANCE AT MEETINGS

6.1 The Board will meet monthly. The Board may meet at other times during the year as agreed between the members of the Board and may approve recommendations via written procedure.

6.2 Formal Board meetings will take place where all formal decisions of the Board will be taken.

6.3 Informal Board Meetings may take place from time to time. Other persons and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.

6.4 With the prior agreement of the Chair, any Board Member may participate in a meeting by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can communicate with each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly.

7 NOTICE OF MEETINGS

7.1 Closed meetings of the Board shall be organised by the Delivery Team. 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 5 business days before the date of the meeting. Any supporting reports and/or papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time and minutes published on the Goole Town Deal website.

7.2 The agenda and reports (that are not exempt under legislative arrangements) shall be published on the Goole Town Deal website.

7.3 There will be occasions when the business of the meeting will be subject to confidentiality for reasons of commercial confidentiality or sensitivity, information provided by the government in confidence, information pertaining to individuals or third party information that is subject to common law duty of confidentiality. This list is not exhaustive. On such occasions, the notice of the meeting will highlight the reason for confidentiality pertaining to a particular agenda item.

8 QUORUM

8.1 A quorum shall be 50% Board Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting. This equates to a minimum of 7 Board members being present.

9 DECLARATION OF INTEREST

9.1 Arrangements for declarations of interest are found within the Goole Town Board Code of Conduct

10 VOTING ARRANGEMENTS

10.1 Each organisation of the Board shall have one vote which may be cast on matters considered at the meeting by a show of hands. Votes can only be cast by members attending a meeting of the Board, or by proxy vote as per 6.4.

10.2 The general rule about decision-making by the Board is that any decision of the Board must be a majority decision at a meeting.

10.3 Where a conflict of interest exists as set out in the Board's Code of Conduct, a Board Member may take part in the debate but may not vote.

10.4 Save where they have a personal interest, the Chair will have a casting vote. In this context, this refers to whoever is present and discharging the function of the Chair for the purpose of the meeting.

10.5 A resolution in writing, sent electronically to all Board Members entitled to receive notice of a meeting of the Board and signed by a majority of the members, shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents in materially the same form each signed by one or more Board Member in the event a Board Meeting may not be convened in a timely manner.

11 REPORTING

11.1 The proceedings and resolutions of meetings of the Board, including the names of those present and in attendance, shall be noted by the Delivery Team. Draft minutes of each meeting will be circulated promptly to all Members of the Board.

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

11.3 Approved minutes of the Board shall be published on the website of the Goole Town Deal, with the exception of minutes relating to items deemed confidential as set out in 7.3 above.

11.4 The Board shall produce an annual report about its activities and progress.

12 THE BOARD'S RELATIONSHIP WITH EAST RIDING OF YORKSHIRE COUNCIL (LEAD BODY)

12.1 The Board is responsible for;

a) Developing and agreeing an evidenced based Town Investment Plan through development phase and into delivery phase

b) Developing a clear programme of interventions into delivery phase

c) Coordinating resources and including stakeholders

12.2 East Riding of Yorkshire Council (ERYC) is the accountable body for all monies received through capacity funding and any other funding that will be allocated throughout the Towns Fund.

12.3 ERYC will be represented on the Board by a Council Member and provides the link between the two bodies in the development of outcomes under those functions set out in 12.1.

12.4 The Board will be supported by the Goole Town Deal Delivery Team, which will be in the employment of ERYC.

12.5 ERYC's Cabinet will receive reports on the progress of activities through its established performance monitoring.

12.6 The Board may make recommendations to ERYC to facilitate delivery of the Town Investment Plan.

13 COMMUNICATIONS PUBLICITY MEDIA RELATIONS

13.1 Where possible Board members should refrain from speaking with any media to represent the Board itself without first referring to the Town Deal Delivery Team and / or the Board Chair. This does not restrict the individual media relations of Board member organisations, but all must take steps to ensure that these do not call into question or undermine the Board's collective agreed objectives and plans.

13.2 Following meetings, the Chair and Town Deal Delivery Team will decide whether it is appropriate to produce a press release. They will prepare the Press Release and arrange for it to be issued through East Riding of Yorkshire Council's Communication Team.

14 GENERAL MATTERS

14.1 Board Members shall duly sign and return the Boards' Code of Conduct and Declaration of Interests on an annual basis.

14.2 The Board may be offered and provided with appropriate and timely training and development, both in the form of an induction programme for new members and on an ongoing basis.

14.3 The Board will have access to council officer resources in order to carry out its duties through the Goole Town Deal Delivery Team.

14.4 The Board shall be entitled to invite relevant third parties to attend any meeting of the Board as observers and they may be entitled to speak at a meeting of the Board with the prior permission of the Chair but shall not be entitled to vote.

14.5 The Board shall give due consideration to all laws and regulations as appropriate.

14.6 The Board will, from time to time, consider projects and proposals of a "commercial in confidence" or sensitive nature that will not be for publication under existing legislative provisions (Data Protection and Freedom of Information). All Board members and invited third parties will observe the need for confidentiality in this respect.

14.7 The Board will be subject to the privacy legislation contained within Data Protection Act 2018, Freedom of Information Act 1998 and the Environmental Protection Regulations (various). Such requests will be serviced by ERYC in accordance with ERYC policies and procedures.

14.8 Members of the public may wish to contact the Board. Any such contact will be managed by the Goole Town Delivery Team and contact details will be published on the Goole Town Deal website. The Delivery Team may, where appropriate, engage with the Chair and / or wider Board

15. REVIEW

15.1 The Government may publish further guidance on the operation and function of Town Deal Boards and these Terms of Reference must be reviewed in accordance with any such guidance.

15.2 The Board may seek amendment to these terms of reference via the Accountable Body at any time and they will be formally reviewed on an annual basis.