

REDCAR TOWN DEAL BOARD

TERMS OF REFERENCE

ADOPTED BY RESOLUTION OF THE BOARD ON 3 JULY 2020

1. DUTIES AND TERMS OF REFERENCE

1.1. The RTDB is a strategic body created following Redcar being identified as a Town that may benefit from the Towns Fund. The RTDB brings together the private, public and voluntary sectors to provide strategic leadership to develop and deliver an 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 will be the vehicle through which the vision and strategy for Redcar is defined.

1.2. The RTDB will provide strategic insight on the challenges and opportunities facing the area by:

- a. Championing the RTDB economic vision and promote bold, deliverable interventions that will 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 RTDB area and beyond, both regionally and nationally, and;
- d. Proposing allocation of resources to deliver economic growth, secure finance and encourage local and national bodies to match resources to achieve the RTDB's ambitions.

1.3. The Board shall:

- a. Develop and oversee the delivery of an evidence based Town Investment Plan.
- b. Co-ordinate public, private and third sector activity to develop and deliver the interventions in using the framework of the Towns Fund Prospectus, Towns Fund Guidance and any further guidance that may be issued
- c. Have regard to the three strands of the Prospectus and develop the interventions and maximise the impact of those interventions:
 - (i) Urban Regeneration, planning and land use
 - (ii) Skills and Enterprise
 - (iii) Connectivity

1.4. Where appropriate, the Board shall:

- a. Promote Redcar as a prime location for inward investment, international trade and to proactively help more locally based companies export their goods and services;
- b. Actively promote equality and diversity to ensure a strong gender balance;
- c. Respond to opportunities that arise from government initiatives to support economic development within Redcar;
- d. Support the localisation agenda by negotiating freedoms and flexibilities with government on actions which encourage more local devolution and accountability;
- e. Co-ordinate and influence government and others on matters that benefit the economy;
- f. Attend public consultation events;
- g. Attend events to promote the RTDB Investment Plan and emerging interventions.

1.5. Members will bring their own perspectives and also represent their organisation, interest group or area. They will be recognised for their valuable contribution bringing ideas, knowledge and expertise to the process. Participants need to take a Borough wide perspective and develop consensus in the best interests of Redcar. Participants are required to adhere to these Terms of Reference.

2. MEMBERSHIP

2.1. The members of the Board shall be appointed by the Board and may be removed at any time by the Board.

2.2. The RTDB shall comprise of representatives of:

- a. All tiers of local government
- b. The Member of Parliament for the constituency
- c. Local Business and Investors
- d. The Tees Valley Combined Authority
- e. Prominent members of civic, faith organisations and voluntary organisations.

2.3. The RTDB may comprise of 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
- g. Housing Sector, including developers and housing associations

- 2.4. The RTDB may also comprise of representatives from Arms-length bodies and other non-departmental agencies such as, but not exhaustively:
- a. Homes England
 - b. Environment Agency
 - c. Historic England
- 2.5. The RTDB may comprise of other private sector representatives and developers who operate on a national and international platforms who understand the requirements for investment and can help identify the best use of private and public funds.
- 2.6. Applications for new Board Members shall be determined by the Board following a report from the lead officer of the RTDB Delivery Team.
- 2.7. A Board Member shall cease to be a member of the RTDB in the following circumstances;
- a. Such Board Member gives written notice to the Chair of their notice of resignation;
 - b. Such Board Member's death;
 - c. Such Board Member's bankruptcy making of any arrangement or composition with their creditors, or liquidation, or in the case of an organisation, winding up, liquidation, dissolution or administration or anything analogous to any of the foregoing occurring in relation to a Member in any jurisdiction;
 - d. Such Board Member is removed from membership by a resolution of the Board that it is in the best interests of the Board that the membership is terminated.
- 2.8. Board Members may be removed from the RTDB as set out in Schedule 1 (Redcar Town Deal Board Code of Conduct). Any Board Member removed may not be reappointed.

3. THE CHAIR AND DEPUTY CHAIR

- 3.1. The Board shall appoint a Chair and Deputy Chair who will serve for a period of 24 months before re-election.
- 3.2. In the absence of the Chair, the Deputy Chair will assume the responsibilities of the Chair.
- 3.3. In the absence of both the Chair and Deputy Chair at a formal meeting of the RTDB, those present for the meeting of the Board will vote and appoint a Chair for that meeting only.
- 3.4. The RTDB Delivery Team will consult the Chair from time to time on progress of works required to be undertaken on individual interventions and the developing Investment Plan.

- 3.5. 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.
- 3.6. 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. ATTENDANCE AT MEETINGS

- 4.1. The Board will meet monthly until submission of the Investment Plan and thereafter quarterly. 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.
- 4.2. Members will endeavour to attend all meetings of the Town Deal Board, however if they are unable to attend any meeting then they should submit their apologies in advance of the meeting.
- 4.3. 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.
- 4.4. 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.

5. SUBSTITUTES

- 5.1. There shall be no substitutes at the Board meeting with the exception of the representative of Redcar & Cleveland Borough Council, the Leader of the Council.
- 5.2. The Leader of Redcar & Cleveland Borough Council shall designate a formal deputy in writing to the Chair.
- 5.3. Where the Leader of Redcar & Cleveland Borough Council will not be in attendance and not exercising a proxy vote, they must notify the secretary to the Board no later than 24 hours before the Board meeting.

6. NOTICE OF MEETINGS

- 6.1. Meetings of the Board shall be called by the secretary to the RTDB at the request of the Chair of the Board. The agenda and papers for meetings shall be approved by the Chair.

- 6.2. 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 website.
- 6.3. The agenda and reports (that are not exempt under legislative arrangements) shall be published on the RTDB's website.
- 6.4. 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. At the appropriate time of the meeting, in the event there are public present, the Chair will request those members of the public leave the meeting before that item is discussed and voted upon.

7. QUORUM

- 7.1. A quorum shall be 5 Board Members present in person.
- 7.2. Where a decision must be taken under the provisions 9.5, there must be a quorum of 5 in responses received from Board Members.

8. DECLARATION OF INTEREST

- 8.1. Each member of the Town Deal Board is required to declare any personal, prejudicial or disclosable pecuniary interest (direct or indirect) in any agenda items. Where an interest is prejudicial or is otherwise a disclosable pecuniary interest the member shall take no part in the discussion or decision making about that item. All such declarations must be included in the minutes of the meeting. Board Members shall duly sign and return the Redcar Town Deal Boards Declaration of Interests on an annual basis. A register of interest will be maintained by the Council.

9. DECISION MAKING AND VOTING ARRANGEMENTS

- 9.1. Each member 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.
- 9.2. The general rule about decision making by the Board is that any decision of the Board must be a majority decision at a meeting (or a decision taken in accordance with paragraph 9.5 of these terms of reference).

- 9.3. Where a conflict of interest exists as set out in the RTDB Code of Conduct, a Board Member may take part in the debate but may not vote.
- 9.4. 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.
- 9.5. 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.

10. REPORTING

- 10.1. The proceedings and resolutions of meetings of the Board, including the names of those present and in attendance, shall be minuted by the secretary of the Board. Draft minutes of each meeting will be circulated promptly to all Members of the Board.
- 10.2. Minutes of meetings of the Board shall be approved in draft form by the Chair and disseminated to Board no later than ten working days following the meeting. Minutes shall remain in draft until approval by the Board at the Board's next meeting.
- 10.3. Approved minutes of the Board shall be published on the website of the Redcar Town Deal, with the exception of minutes relating to items deemed confidential.
- 10.4. The Board shall produce an annual report about its activities.

11. THE BOARD'S RELATIONSHIP WITH REDCAR & CLEVELAND BOROUGH COUNCIL (RCBC)

- 11.1. the Board is responsible for:
- a. Developing and agreeing an evidenced based Town Investment Plan
 - b. Developing a clear programme of interventions
 - c. Coordinating resources and including stakeholders
- 11.2. RCBC remains the accountable body for all monies received through capacity funding and any other funding that will be allocated throughout the Towns Fund.
- 11.3. RCBC will be represented on the Board by the Leader of the Council and provides the link between the two bodies in the development of outcomes under those functions set out in 11.1.
- 11.4. The Board will be supported by the Redcar Town Deal Board Delivery Team, which will be in the employment of RCBC.

11.5. The Board will from time to time attend both formal and informal Cabinet of RCBC and attend as required meetings of RCBC's Scrutiny Committee to provide updates and information pertaining to the development of the Town Investment Plan, programme of interventions and stakeholder engagement.

11.6. RCBC's Cabinet will receive reports on the progress of activities through its established quarterly performance monitoring.

11.7. The Board may make recommendations to the Cabinet of RCBC from time to time and prior to the submission of the Town Investment Plan.

12. GENERAL MATTERS

12.1. Board Members should make themselves available from time to time to meet the Cabinet of Redcar & Cleveland Borough Council both formally and informally, and to attend meetings of the Council's Scrutiny Committees as and when invited.

12.2. Board Members shall duly sign and return the RTDB's Code of Conduct (Appendix 2) and Declaration of Interests on an annual basis.

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

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

12.5. 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.

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

12.7. 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 Directors and invited third parties will observe the need for confidentiality in this respect.

12.8. The RTDB 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 RCBC in accordance with RCBC policies and procedures.

12.9. Members of the public may wish to contact the RTDB. Any such contact will be managed by the Redcar Town Board Delivery Team and contact details will be

published on the Redcar Town Deal website. The Delivery Team may where appropriate, engage with the Chair and/or wider Board.

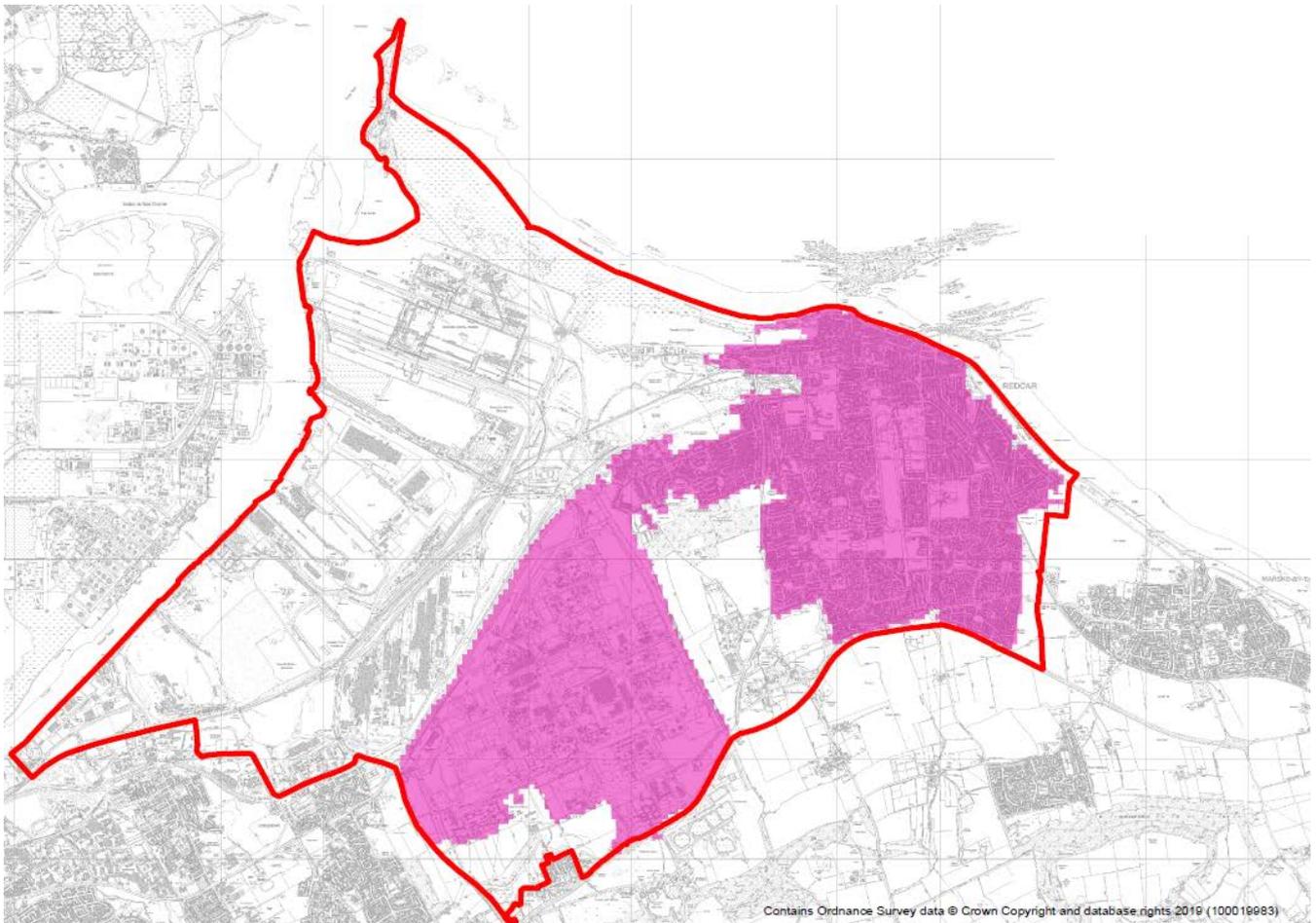
13. REVIEW

13.1. 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.

13.2. The Board may amend these terms of reference at any time and will be reviewed on an annual basis.

14. GEOGRAPHY

The Towns Fund Programme will cover the area outlined by the red line on the map below and any revisions agreed with the Government.



END

Schedule 1: Redcar Town Deal Board Code of Conduct

The Redcar Town Deal Board (RTDB) has adopted this code setting out the expected behaviours required of its Board Members, acknowledging that they each have a responsibility to represent the ambition of the Town Deal for Redcar and work constructively with the Town Deal Delivery Team and partner organisations to develop and deliver the Town Board Investment Plan and associated activities.

The Role of the RTDB is to;

- Develop and agree an evidenced based Town Investment Plan
- Develop a clear programme of interventions
- Coordinate resources and influence stakeholders

In accordance with the Towns Fund Prospectus, when acting in a Board Member capacity, members must be committed to behaving in a manner that is consistent with the Nolan principles to achieve best outcome for our residents and maintain public confidence in the actions of the Board;

SELFLESSNESS:

Holders of public office should act solely in terms of the public interest.

INTEGRITY:

Holders of public office must avoid placing themselves under any obligation to outside individuals or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or material benefits for themselves, their family or their friends. They must declare and resolve any interests and relationships.

OBJECTIVITY:

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

ACCOUNTABILITY:

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to the scrutiny necessary to ensure this.

OPENNESS:

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

HONESTY:

Holders of public office should be truthful.

LEADERSHIP:

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

CONFLICTS OF INTEREST

Having regard to the nature of the likely interventions that will be explored as part of development of the Investment Plan, from time to time a conflict of interest may arise for Board Members.

A conflict of interest arises where a Board Member, a close associate, immediate family, business, organisation or employer has an interest in a matter which is the same as, connected to or may be affected by the matter under discussion.

At a meeting, Members must declare any interest which they have in any matter to be considered at that meeting.

If the interest in the matter being discussed which a member of the public who knew of the facts would reasonably regard as so significant that it is likely to prejudice the Board Members judgement of the Board's interest in the matter, then the Board Member must declare the interest at the start of the agenda item and must not vote on the matter. However, due to the nature of information the Board Member may have relating to the topic under discussion, such as financial, viability, feasibility and volume by way of example, the Board Member will be able to take part in the debate. A Register of Interest will be maintained by the Secretary to the Board.

Registration of Gifts and Hospitality

Board Members must register in the Register of Members Gifts and Hospitality, held by the Council's Monitoring Officer any gift or hospitality worth £50 or over received (or offered), in connection with their official duties as a Board Member and the source of that gift or hospitality (or offer) within 28 days of receiving it. Acceptance by Board Members of hospitality through attendance at relevant events, conferences and other Board related activity is acceptable where it is clear the hospitality is corporate rather than personal.

Complaints

Complaints where a person has reason to believe that the conduct of a Board Member of the RTDB has fallen short of the standards set out above, encapsulated in the Nolan Principles, a complaint may be made in writing to;

John Sampson

Managing Director
Redcar & Cleveland Borough Council
Redcar & Cleveland House
Kirkleatham Street
Redcar TS10 1RT