

Forest of Dean District Council, High Street, Coleford, GL16 8HG

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4 February 2016

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Dear Councillor,

You are invited to attend a meeting of the **2020 Partnership Joint Committee** to be held in Committee Room 1, Council Offices, Coleford and remotely via video conference at the following locations: Cheltenham Borough Council, Cotswold District Council and West Oxfordshire District Council on **Friday, 12 February 2016 at 10.00 am**.

Yours faithfully,

Clerk to 2020 Partnership Joint Committee

To: Councillors Colin Dingwall, Wendy Flynn, Christopher Hancock,
Patrick Molyneux, Barry Norton, Brian Robinson, Lynden Stowe and
Jon Walklett



AGENDA

1. CHAIRMAN OF THE 2020 PARTNERSHIP JOINT COMMITTEE

To elect the Chairman of the 2020 Partnership Joint Committee until the end of the civic year in May 2016.

2. VICE CHAIRMAN OF THE 2020 PARTNERSHIP JOINT COMMITTEE

To appoint the Vice chairman of the 2020 Partnership Joint Committee until the end of the civic year in May 2016.

3. APOLOGIES

To receive apologies for absence.

4. URGENT BUSINESS

The chairman to identify any items of urgent business.

5. DECLARATIONS OF INTEREST

To receive any declarations of interest in any matter to be discussed at the meeting. Members and officers are requested to identify the nature of the interest.

6. PUBLIC QUESTION TIME

To answer questions asked by members of the public. The constitution requires that questions are received four working days before the meeting (deadline 4.00pm on Monday, 8 February 2016). (A maximum of 30 minutes will be allocated). To submit a question, please contact Democratic Services on 01594 812625 or email democratic.services@fdean.gov.uk.

12 February 2016
2020 Partnership Joint Committee

7. MEMBER QUESTIONS

To answer questions asked by members. The constitution requires that questions are received four working days before the meeting (deadline 4.00pm on Monday, 8 February 2016). (A maximum of 30 minutes will be allocated). To submit a question, please contact Democratic Services on 01594 812625 or email democratic.services@fdean.gov.uk.

8. 2020 PARTNERSHIP JOINT COMMITTEE - CONSTITUTION, SCHEME OF DELEGATIONS, AND THE INTER AUTHORITY AGREEMENT (Pages 1 - 62)

To consider and agree report PJC.1 reporting on the Inter Authority Agreement and to agree the Constitution and Scheme of Delegations for the 2020 Partnership Joint Committee.

9. 2020 PARTNERSHIP JOINT COMMITTEE POLICY DEVELOPMENT - AIMS AND OBJECTIVES (Pages 63 - 68)

To note report PJC.2 relating to the purpose and strategic objectives of the Partnership.

10. APPOINTMENT OF OFFICERS (Pages 69 - 70)

To note report PJC.3 relating to appointment of Officers.

11. SCHEDULE OF MEETING DATES (Pages 71 - 72)

To agree the schedule of meetings for the 2020 Partnership Joint Committee for 2016/2017. (as attached)

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2020 PARTNERSHIP JOINT COMMITTEE

12 February 2016

PJC.1

Subject	2020 PARTNERSHIP JOINT COMMITTEE - CONSTITUTION, SCHEME OF DELEGATIONS, AND THE INTER AUTHORITY AGREEMENT				
Key Decision	This item is not a key decision				
Partners affected	All				
Accountable officer	Claire Hughes, Monitoring Officer Tel: 01594 812515 Email: claire.hughes@fdean.gov.uk				
Summary	This report confirms that the Inter Authority Agreement has been completed under delegated authority by Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council and West Oxfordshire District Council to form the 2020 Partnership Joint Committee. To enable the Joint Committee to function the Committee is asked to formally agree it's Constitution and Scheme of Delegations.				
Annexes	Annex A –Constitution (draft with final to be reported at the meeting) Annex B - Scheme of Delegation (draft with final to be reported at the meeting)				
Recommendation	<p><i>a) To approve the Constitution for the Joint Committee.</i></p> <p><i>b) To approve the Scheme of Delegations for the Joint Committee.</i></p>				
Implications (details at end of report)	LEGAL	FINANCIAL	RISK	EQUALITIES	SUSTAINABILITY
	YES	NO	NO	NO	NO

1. REASONS FOR RECOMMENDATIONS

All four partner Councils in September/October 2015 agreed to establish the Joint Committee early in 2016 and delegated to officers the final agreement of the necessary legal documentation. This legal documentation has now been agreed by way of an Inter Authority Agreement under Section 101 of the Local Government Act 1972 and consequently the Joint Committee can be formed. To enable the Joint Committee to function it is necessary for the Joint Committee at its first meeting to agree its Constitution and Scheme of Delegations.

2. BACKGROUND

In December 2014 each Council, through their respective decision making arrangements, resolved to:

- Establish a shared services partnership in early 2015 between the four authorities, managed by a joint committee operating under a Memorandum of Understanding for an interim period pending a further decision in the autumn of 2015.

The decision was informed by a report drafted by Activist which set out a number of outcomes, recommendations and principles that the new Partnership will need to deliver against.

The 2020 Vision sets out an ambition for the authorities to become more efficient and effective by working together but without sacrificing their political sovereignty, culture and local decision making— in fact, their ability to take the decisions needed for their locality would be strengthened.

The four authorities share a focus on efficiency and on achieving value for money for council tax payers. This concern for efficiency goes hand-in-hand with the partner authorities' shared vision of a district council having a wider responsibility for what is often characterised as 'place-shaping'. The authorities play a community leadership role - looking after the long-term environmental, social and economic needs of their localities, their citizens and businesses - and must act as champions of their communities on behalf of their citizens.

In September/October 2015 each partner Council considered, a business case for the establishment of shared services and the draft constitution and legal basis for the establishment of the joint committee. The final agreement of the detailed legal documentation was delegated to officers and this has now been completed.

3. MAIN POINTS OF LEGAL AGREEMENTS

- 3.1.** The Inter Authority Agreement establishes the Joint Committee and proposes a Constitution and Scheme of Delegations to be agreed by the Joint Committee. The drafts of the Constitution and Scheme of Delegations are included at Annex A and Annex B, respectively. At the time of writing the report these documents are in the course of being finalised and signed. The final versions as agreed by the Councils will be tabled on the day of the meeting if significantly different to those annexed. Any minor changes to the documents which are agreed prior to the Joint Committee meeting will be reported verbally.

3.2. Inter Authority Agreement

This is the document by which the four partner Councils establish the Joint Committee and delegate the Functions to it which the Joint Committee will discharge on their behalf. It describes the roles and responsibilities of:

- The Partner Authorities;
- The Partnership Managing Director
- The Partnership Commissioning Group
- The Accounting Authority, the Administering Authority and the Contracting Authority(s).

3.3. The over –arching principle in relation to the Functions of the Joint Committee is that anything which is not specifically delegated to it is retained by the Partner Councils.

3.4. Constitution

3.4.1. The Constitution details how the 2020 Partnership is composed, how it is structured, the Functions it discharges, how it discharges those Functions, the responsibilities of members and officers and the rights, liabilities and obligations of members and officers.

3.5. The Scheme of Delegation

3.5.1. The scheme of delegation determines who will be responsible for discharging the Functions delegated to the Joint Committee. The basic principle is that everything which is not specifically to be decided by the Joint Committee is delegated to the Partnership Managing Director. The Partnership Managing Director may, in turn, make sub-delegations to Group Managers and other officers.

Legal implications	The Joint Committee will not be able to function unless it agrees a constitution and scheme of delegation.
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BACKGROUND PAPERS

The following documents have been identified by the author of the report in accordance with section 100D.5(a) of the Local Government Act 1972 and are listed in accordance with section 100 D.1(a) for inspection by members of the public:

- **None**

These documents will be available for inspection at the Council Offices, Coleford during normal office hours for a period of up to 4 years from the date of the meeting. Please contact the author of the report.

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2020 PARTNERSHIP JOINT COMMITTEE

CONSTITUTION

Version Control:	
Document Name:	2020 Partnership Joint Committee Constitution
Version:	Version 1
Responsible Officer:	Monitoring Officer
Approved by:	Joint Committee
Date Approved:	12 th February 2016
Review Date	Annually and when required

Revision History

Revision date	Version	Description
12.02.2016	1	First Issue

Consultees

Internal	External
PVCG	
Legal Advisers	
Member Governance Board	

Distribution

Name	
Joint Committee	
PCG	
Partnership Managing Director and Group Managers	
Clerk to Joint Committee	
Website	

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Version: 1

Approved by Joint Committee: 12th February 2016

PART 1 – GENERAL

Chapter 1: Summary and Explanation

- 1.1. The 2020 Partnership is a collaboration by Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council and West Oxfordshire District Council to enable those authorities to become more efficient and effective by working together but without sacrificing their individual political sovereignty, culture and local decision making
- 1.2. This document comprising the constitution contains mandatory provisions required by central government and other relevant provisions, which have been modified to suit the circumstances relating to the 2020 Partnership.

Chapter 2: The Constitution

2.1 This constitution, and all its appendices, is the **CONSTITUTION OF THE 2020 PARTNERSHIP JOINT COMMITTEE**.

2.2 The committee will exercise its powers and duties in accordance with the law and this constitution.

2.3 The purpose of the constitution is to:

- confirm that the committees powers and duties will be exercised in accordance with law and with the procedures and processes of the constitution;
- create a powerful and effective means of holding decision-makers to public account;
- ensure that no one will review or scrutinise a decision in which they were directly involved;
- ensure that those responsible for decision-making are clearly identifiable and that the decision-makers explain the reasons for the decisions; and
- provide a means of improving the delivery of services to the community including the speed and efficiency of the decision making process.

2.4 This document also details how the 2020 Partnership is composed, how it is structured, the functions it discharges, how it discharges those functions, the responsibilities of members and officers and the rights, liabilities and obligations of members and officers.

2.5 The constitution is divided into parts covering themes, and each part is then subdivided into chapters to cover specific issues.

2.6 Appendices contain information and documents that are provided for guidance and completeness only. Generally they do not relate to matters of strategic relevance. The very nature of these documents means that they are likely to be subject to more frequent change, as such they may be amended without the necessity of following the procedure required for changes to the constitution as set out in paragraph 2.8 below.

2.7 **Review and revision of the constitution**

A key role for the Monitoring Officer is to be aware of the strengths and weaknesses of the constitution, and to make recommendations for ways it could be improved and enhanced in order to better achieve the purposes of the constitution. They may:

- a) Observe meetings of members and officers.
- b) Undertake an audit trail of a sample of decisions.
- c) Record and analyse issues raised with them by members, officers, the public and other relevant stakeholders.
- d) Compare practices with those adopted by other authorities, or national examples of best practice.

2.8 Changes to the constitution

- a) **Approval:** Only the committee may approve changes to the constitution (save for those identified in this Constitution as not requiring such approval) after consideration of a proposal from the Monitoring Officer.
- b) **Minor corrections and amendments:** The Monitoring Officer may make minor changes to the Joint Committee's Constitution to reflect changes in fact, law and best practice and rectify errors and inconsistencies. Any changes made in accordance with this paragraph, and which the Monitoring Officers considers to be significant, shall be reported to the Joint Committee, the Partnership Managing Director and Group Managers.

2.9 Suspension, interpretation and publication of the constitution

2.9.1 Suspension of the constitution

- (a) **Limit to suspension:** The rules of procedure contained in this Constitution may only be suspended to the extent as detailed herein and within the law.
- (b) **Procedure to suspend:** A motion to suspend any rule of procedure or matter falling within this constitution will not be moved without notice unless at least one half of the membership of the committee and at least one member from each Partner Authority are in attendance and present. The extent and duration of any suspension will be proportionate to the result to be achieved and in accordance with the purposes of the constitution.

A motion to suspend a particular procedural rule shall state the particular purpose, and require a majority of at least half the total number of those members present.

On occasions that the rule relating to the three hour time limit for meetings is being waived, the duration of the suspension shall, at the discretion of the chairman, not exceed 1 hour and shall be put to the vote without discussion. This rule can only be suspended once per meeting.

2.9.2 Definitions and Interpretation

Definitions used in this Constitution shall be the same as those set out in the Inter Authority Agreement agreed between the Partner Authorities

2.9.3 Key terms/references

In this Constitution the following words/terms shall have the following meanings:

Call In	The Committee's decision or a significant decision by an officer will be authority for the officers to take a particular course of action unless, the decision is 'called in' in accordance with the call in procedures of any of the Partner Authorities whereupon the decision will stand in abeyance.
Chairman	Includes both male and female persons who may be elected to that position.
Clerk	Means the Democratic Services Manager for Forest of Dean District Council
Committee	Means the Joint Committee and, where the context permits, shall include reference to subcommittees of the Joint Committee.
Key Decision	A key decision is as defined in constitution of the Partner Authorities
Partner Authorities	Means Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council and West Oxfordshire District Council each of which is a Partner Authority
Significant Decision	Means any decision which: (a) requires a budget expenditure or budget saving of £250,000 or more; or (b) is likely to be significant in terms of its effect on communities living or working in an area comprising two or more wards in one or more of the Partner Authorities
Working days(s)	Shall mean the hours between 0900 hours and 1700 hours Monday to Friday, except bank holidays

2.9.4 Publication

- (a) The Monitoring Officer will ensure access to this constitution for each member of the committee and will identify where this constitution can be accessed.
- (b) The Monitoring Officer will ensure that copies are available for inspection at all Partner Authorities' offices and other appropriate locations.

Chapter 3: Terms of Reference of the Joint Committee

Strategic Direction

- To be responsible for the on-going strategic delivery and governance of the Partnership Shared Services to the required standards set out in the Inter Authority Agreement.

Financial

- To develop and approve the Financial Case from time to time and to make recommendations to the Partner Authorities accordingly for adoption.
- To receive reports on and monitor the Financial Case.
- To oversee the delivery of the financial savings and benefits as set out in the Financial Case.

Delivery

- To be responsible for the delivery of the Partnership Shared Services in accordance with the Business Case (timescales, costs and performance) and to agree tolerances, identify and manage risks, issues or concerns as necessary

Monitoring

- To approve annual service plans and performance reports for each Function
- To receive reports on the performance of the Partnership Shared Services at such intervals as the Joint Committee may require and as set out in the Inter Authority Agreement; to make recommendations for service improvements as appropriate and to generally monitor the delivery of the Partnership Shared Services in accordance with the Inter Authority Agreement.

Improvement

- To be responsible for the on-going enhancement of the Partnership Shared Services
- To receive reports on improvements or changes to service delivery of the Partnership Shared Services from the Partnership Managing Director and to recommend for approval major changes to the service delivery to the Partner Authorities as necessary.
- To receive reports on any potential expansion of the Partnership Shared Services and to make recommendations to the Partner Authorities accordingly.
- To receive reports on any requests for service contracts outside of the existing Partner Authorities from the Partnership Managing Director and to make recommendations to the Partner Authorities accordingly.

Disputes

- To receive reports on cases where conflicts between the interests of the Partner Authorities have arisen or are likely to arise and to agree the manner in which such conflicts will be managed or resolved

PART 2
THE JOINT COMMITTEE

Chapter 1: Composition of the Joint Committee

- 1.1 The committee is made up of 8 elected members. The current composition can be found at Appendix 1
- 1.2 Each Partner Authority shall appoint two of its elected members as its representatives on the Joint Committee one of whom will be a member of that Partner Authority's Executive, and the other a member of the Partner Authority.
- 1.3 Each Joint Committee Member shall have one vote at meetings of the Joint Committee.
- 1.4 Each Joint Committee Member shall remain in office until removed or replaced by his appointing Partner Authority, or in the case of a Joint Committee member who is a member of an Executive until he ceases to be a member of the Executive of his appointing Partner Authority. Notice of the removal or replacement of a Joint Committee Member shall be given to the Clerk.
- 1.5 The proceedings of the Joint Committee shall not be invalidated by any vacancy or any defect or purported defect in the appointment of any Joint Committee Member.
- 1.6 Any Partner Authority may, at any time prior to the start of the meeting, nominate a Substitute Member to attend a meeting of the Joint Committee.
- 1.7 Where a Substitute Member takes the place of a Joint Committee Member who is a member of his appointing Partner Authority's Executive then such Substitute Member must also be a member of his appointing Partner Authority's Executive.
- 1.8 Where a Substitute Member takes the place of a Joint Committee Member who is not a member of his appointing Partner Authority's Executive then such Substitute Member must also not be a member of his appointing Partner Authority's Executive.
- 1.9 A Substitute Member shall have the same rights of speaking and voting at meetings of the Joint Committee as the Joint Committee Member for whom he is substituting.
- 1.10 The Partnership Managing Director, the Partner Authorities' Head of Paid Service/Lead Directors, together with the Joint Committee's s151 Officer, Legal Advisor and the Clerk, shall be entitled to attend meetings of the Joint Committee to advise the Joint Committee on matters relevant to the functions and activities of the Joint Committee but shall have no voting rights.
- 1.11 Each Partner Authority may send any of its officers (as it considers to be appropriate) to meetings of the Joint Committee, or any sub-committee of it, to support its Joint Committee Members or those invited to observe the meetings.

Chapter 2: Functions and activities to be undertaken by the Joint Committee on behalf of the Partner Authorities

The Partner Authorities have each agreed and resolved that the Joint Committee should discharge the Functions as set out in Schedule 2 of the Inter Authority Agreement

Chapter 3: Role of the Joint Committee Members

The responsibilities of a Joint Committee Member shall be as follows:

- 3.1 to act in the interests of the Joint Committee as a whole except where this would result in a breach of statutory or other legal duty to their Partner Authority or would be in breach of their Partner Authority's adopted code of conduct for elected members;
- 3.2 to be committed to, and act as a champion for, the achievement of the Joint Committee's Terms of Reference;
- 3.3 to be a good ambassador for the Joint Committee and to encourage other councils to join the Joint Committee;
- 3.4 to attend Joint Committee meetings regularly, vote on items of business and make a positive contribution to the achievement of the Joint Committee's Terms of Reference;
- 3.5 to act as an advocate for the Joint Committee in seeking any necessary approval from their Partner Authority to the draft Business Plan and the Annual Budget.
- 3.6 to comply with the code of conduct for elected members of the Partner Authority who nominated him/her to be a Joint Committee Member

A Joint Committee Member shall have the same responsibilities and liabilities as those that apply when sitting on other committees and bodies as an appointed representative of his nominating Partner Authority

Chapter 4: Responsibilities of the Chairman and Vice-Chairman

- 4.1 The responsibilities of the Chairman are as follows:
- 4.1.1 to act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the general public and other organisations;
 - 4.1.2 to ensure that the meetings of the Joint Committee are conducted efficiently and in accordance with this Constitution;
 - 4.1.3 to encourage the Joint Committee to delegate sufficient authority to the Partnership Managing Director, the Partnership Commissioning Group, the Accounting Authority and the Administering Authority to enable the Joint Committee's functions and activities to be carried out efficiently between meetings of the Joint Committee;
 - 4.1.4 to monitor the performance of the Partnership Managing Director;
 - 4.1.5 to establish a constructive working relationship with, and to provide support for any sub-committees and to the Partnership Managing Director, the Partnership Commissioning Group, the Accounting Authority and the Administering Authority or any other officers to whom the Joint Committee have delegated any of its powers and functions;
 - 4.1.6 to ensure that the Joint Committee monitors and controls the use of delegated powers; and
 - 4.1.7 to liaise with the Clerk regarding the Joint Committee's meetings and the conduct of its business.
- 4.2 The role of the Vice-Chairman is to deputise for the Chairman during any period of the Chairman's absence or at other times as appropriate and his responsibilities shall be the same as those of the Chairman.

Chapter 5: Meetings of the Joint Committee

1. Generally

Part 1 of Schedule 12 of the Local Government Act 1972 shall apply to meetings of the Joint Committee.

At its first meeting and at each Annual General Meeting thereafter the Joint Committee shall:

- a) elect from among the Joint Committee Members the Chairman and Vice-Chairman by a simple majority of votes provided that if a deadlock occurs between two or more Joint Committee Members a second secret ballot shall immediately be conducted for the election of the Chairman and Vice-Chairman;
- b) adopt a Scheme of Delegation; and
- c) approve the schedule of meetings for the remainder of the year.

Subject to the need exceptionally to call additional meetings, the Joint Committee shall meet at least four times each year. The Chairman shall decide the venue, date and time of all meetings of the Joint Committee. Wherever practicable, at least 10 Business Days' notice of such meetings shall be given to each Joint Committee Member, the Partnership Managing Director, the Joint Committee's s151 Officer, the Monitoring Officer, the Legal Advisor and to each Partner Authority's Council Head of Paid Service/Lead Director by the Clerk.

The order of business at ordinary meetings of the Joint Committee shall be at the discretion of the Chairman, save for the first eight items which shall be as follows:

- a) appoint a chairman for the meeting if both the chairman and vice-chairman are absent;
- b) to deal with anything required by law to be done before anything else;
- c) to approve the minutes of the last meeting;
- d) to identify an items of urgent business that have not been included in the agenda and which require a decision before the next meeting;
- e) declarations of interest;
- f) member questions
- g) public questions
- h) receive any petitions and deputations

Meetings of the Joint Committee shall be open to the public and press except during consideration of items containing confidential or exempt information in accordance with the provisions of sections 100 to 100K of the Local Government Act 1972; and reports to and the minutes of the Joint Committee shall (subject to the provisions of sections 100 to 100K of the Local Government Act 1972) be available to the public and press as though they were the reports or minutes of a meeting of a Partner Authority.

Any Joint Committee Member may requisition a meeting of the Joint Committee by giving notice of such requisition to the Chairman and to the Clerk. Immediately upon receipt of such requisition, the Chairman shall call a meeting of the Joint Committee which shall be no later than 10 Business Days after the receipt by the Clerk of the notice of requisition.

The quorum for a meeting of the Joint Committee shall be 4 Joint Committee Members, which shall include at least one Joint Committee Member appointed by each Partner Authority; no business may be transacted at a meeting of the Joint Committee unless a quorum is present.

If a quorum is not present within 30 minutes of the time set for the commencement of a meeting of the Joint Committee (or a quorum ceases to be present during a meeting) the meeting shall be adjourned to the same time and venue five Business Days later or to such other date, time and venue as the Chairman (or other person who is chairing the meeting) shall determine.

The Chairman or Vice-Chairman may be removed by a majority vote of all of the Joint Committee Members present at a meeting of the Joint Committee subject to the Chairman or the Vice-Chairman being given the opportunity to address the meeting before the vote is taken to put his case as to why he should not be removed.

If the Chairman or the Vice-Chairman is removed by a majority vote of the Joint Committee or resigns or is otherwise unable to continue as Chairman or Vice-Chairman he may be replaced by the election of another Joint Committee Member as Chairman or Vice-Chairman as the case may be by a majority vote of the Joint Committee

The Chairman shall normally preside at all meetings of the Joint Committee. If the Chairman is not present within 15 minutes of the time for the commencement of a meeting, or being present does not wish to preside or is unable to do so, then the Vice-Chairman shall preside at that meeting. If (in the event of the absence or non-availability of the Chairman) the Vice-Chairman is not present within 15 minutes of the time for the commencement of the meeting or does not wish to preside or is unable to do so, the meeting shall appoint another Joint Committee Member to chair the meeting.

A meeting of the Joint Committee shall not exceed three hours in duration, and if the business of the meeting has not been completed within that time the chairman will interrupt the debate to announce the time and call for a vote to be taken immediately on the item under discussion. No member will be able to address the meeting after the chairman's interruption on any item appearing on the agenda. Any items

remaining on the agenda, which have not been considered, will be adjourned to the next scheduled meeting or to a date fixed before the meeting adjourns.

2. Approval of Business Plan

No later than 31 July in each year the Partnership Managing Director shall submit a draft Business Plan to the Council Head of Paid Service/Lead Director of each Partner Authority in respect of the next ensuing three Financial Years (covering that Financial Year and the following two Financial Years) (which draft Business Plan shall include a draft Annual Service Action Plan for the next Financial Year).

The Council Head of Paid Service/Lead Director of the Partner Authorities shall within 20 Business Days of receipt of the draft Business Plan consider and provide comments on or suggest amendments to the Partnership Managing Director to be included in a revised draft Business Plan and/or draft Annual Service Action Plan.

Subject to having considered any comments or suggested amendments from the Council Head of Paid Service/Lead Director by no later than 30 September in each year the Partnership Managing Director shall submit to the Joint Committee the draft Business Plan in respect of the next ensuing three Financial Years (covering that Financial Year and the following two Financial Years) (which draft Business Plan shall include a draft Annual Action Plan for the next Financial Year).

The Joint Committee shall consider the suitability of the draft Business Plan and draft Annual Service Action Plan for the performance during the next three Financial Years of the functions and activities delegated to it by the Partner Authorities (together with the contractual commitments of the Partner Authorities under any relevant contracts) in accordance with the Joint Committee's Terms of Reference and shall use its reasonable endeavours to approve the draft Business Plan and draft Annual Service Action Plan (subject to such amendments as the Joint Committee may require) by no later than 30 November in each year.

The Joint Committee shall perform the statutory functions delegated to it by the Partner Authorities in conformity with the approved Business Plan (including the Annual Service Action Plan).

At any time within a Financial Year the Joint Committee may agree by a majority vote of the Joint Committee Members a proposal to amend the Business Plan (including the Annual Service Action Plan) for that Financial Year to accommodate any unforeseen circumstances and to assist the Joint Committee in delivering the Functions in accordance with the Terms of Reference.

Where the Joint Committee is to consider amendments to the Business Plan (including the Annual Service Action Plan) in accordance with the preceding paragraph, the Partnership Managing Director shall forthwith notify the Council Head of Paid Service/Lead Director of each of the Partner Authorities of the proposed amendments. Each Partner Authority shall have a period of 20 Business Days from receipt of the proposed amendments in which to consider them and where a Partner Authority (acting reasonably) considers the proposed amendments to be a Material Change that Partner Authority shall forthwith (and in any event within five Business Days of expiry of the 20 Business Day notice period) notify the Partnership Managing Director that such amendments constitute a Material Change that requires the approval of the Partner Authority.

Where no Partner Authorities serve notice on the Partnership Managing Director, the Joint Committee may implement such proposed amendments subject where necessary to having secured any necessary change in the budget.

Where one or more of the Partner Authorities has notified the Partnership Managing Director that it considers the proposed amendments to be a Material Change, the Joint Committee shall not implement such proposed amendment unless and until the notifying Partner Authority has approved the proposed amendments and informed the Partnership Managing Director that it has approved such proposed amendments. Until such time as the proposed amendments have been approved, the current approved Business Plan (as may have been amended from time to time in accordance with this Constitution) shall apply.

3. Approval of Annual Budget

The Joint Committee and the Partner Authorities will prepare the Annual Budget for future Financial Years in accordance with the following deadlines:

- No later than 31 July in each Financial year the Partnership Managing Director shall submit a draft Annual Budget to the Council Head of Paid Service/Lead Director of the Partner Authorities in respect of the next Financial Year.
- The Council Head of Paid Service/Lead Director of the Partner Authorities shall within 20 Business Days of receipt of the draft Annual Budget consider and provide comments on or suggest amendments to the Partnership Managing Director to be included in a revised draft Annual Budget.
- No later than 30 September in each Financial Year the Joint Committee will approve the draft Annual Budget;
- No later than 31 October in each Financial Year each Partner Authority will submit a report to its elected members to obtain approval for the draft Annual Budget and consider whether the draft Annual Budget should be included in its medium term financial plan;
- No later than 30 November in each Financial Year each Partner Authority will provide any comments or proposed amendments to the draft Annual Budget to the Joint Committee;
- No later than 15 January in each Financial Year the Joint Committee's s151 Officer will insert the actual costs to the Joint Committee into the draft Annual Budget and circulate it to the section 151 officer and the Council Head of Paid Service/Lead Director of each Partner Authority and to the Joint Committee;
- No later than 15 February in each Financial Year each Partner Authority will approve any amendments to the draft Annual Budget; and
- The Joint Committee will approve the Annual Budget by no later than 28 February in each Financial Year.

If the Partner Authorities or the Joint Committee are unable to approve the draft Annual Budget for a Financial Year before 26 February in any year, the Joint Committee shall perform its delegated functions and activities set out in paragraph 2 in conformity with the approved Annual Budget for the previous Financial Year subject to such adjustment for inflation as is reasonably required and to meet any increased costs of employment until such time as an Annual Budget is approved.

At any time within a Financial Year the Joint Committee may agree by a majority vote amendments to the Annual Budget for that Financial Year to accommodate any unforeseen change in circumstances and to assist the Joint Committee in achieving the performance of its statutory functions and other activities in accordance with the Joint Committee's Terms of Reference.

Where the Joint Committee is to consider amendments, the Partnership Managing Director shall forthwith notify the Council Head of Paid Service/Lead Director of each of the Partner Authorities of the proposed amendments to the Annual Budget. Each Partner Authority shall have a period of 20 Business Days from receipt of the proposed amendments in which to consider them and to notify the Partnership Managing Director that such amendments require the approval of the Partner Authority.

Where no Partner Authorities serve notice (in accordance with the preceding paragraph) on the Partnership Managing Director the Joint Committee may implement such proposed amendment.

Where one or more of the Partner Authorities has notified the Partnership Managing Director that it needs to approve the proposed amendments, the Joint Committee shall not implement such proposed amendments unless and until the notifying Partner Authority has approved the proposed amendments and informed the Partnership Managing Director that it has approved such proposed amendments.

The Partner Authorities shall each pay their contribution of the Annual Budget to the Accounting Authority in accordance with the Inter-Authority Agreement agreed between the partner authorities.

4. Access to Information

4.1 Access to information relating to meetings

- (a) This rule applies to all meetings of the Joint Committee and does not restrict any more specific rights to information contained elsewhere in the constitution or the law.
- (b) The Administering Authority will give at least five clear days' notice of any meeting by posting details of the meetings at the reception area of the designated offices.
- (c) The Administering Authority will make copies of the agenda and reports available for public inspection at the designated offices at least five clear days before the meeting. If an item is added to the agenda later, the designated officer will make each such report available to the public as soon as it is completed and sent to the members.
- (d) The Administering Authority will supply copies of:

- (i) Any agenda and reports which are open to public inspection.
- (ii) Any further statements or particulars necessary to indicate the nature of the items in the agenda.
- (iii) If the proper officer thinks fit, copies of any other documents supplied to members in connection with an item to any person on payment of a charge for postage and any other costs.

Each Partner Authority will publish the agenda, reports and minutes of all public meetings of the Joint Committee on its website.

4.2 Access to documents after meetings

- (a) For six years after a meeting the Administering Authority will make available (via its website) copies of:
 - (i) The minutes of the meeting, excluding any part of the meeting which was not open to the public or which disclosed exempt or confidential information.
 - (ii) A summary of all proceedings not open to the public, where the minutes open to public inspection would not provide a reasonably fair and coherent record.
 - (iii) The agenda for the meeting.
 - (iv) Reports relating to items discussed in the open part of the meeting.
- (b) The Clerk will set out in every report a list of those documents (called background papers) relating to the subject matter of the report which, in their opinion:
 - (i) Disclose any facts or matters on which the report or an important part of the report is based.
 - (ii) Has been relied on to a material extent in preparing the report but does not include published works or those which disclose exempt or confidential information (as defined)
 - (iii) The Administering Authority will make available for public inspection for four years after the date of the meeting one copy of each of the documents on the list of background papers.

4.3 Summary of public rights

A written summary of the public's rights to attend meetings and to inspect and copy documents will be made available from the Joint Committee's Monitoring Officer at the Council Offices, High Street, Coleford, Gloucestershire GL16 8HG.

4.4 Exclusion of access by the public to meetings

4.4.1 Confidential information - requirement to exclude public

The public must be excluded from meetings whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that confidential information would be disclosed.

4.4.2 Exempt information - discretion to exclude public

The public may be excluded from meetings whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that exempt information would be disclosed.

Information is not exempt information if it is required to be registered under:

- (a) the Companies Act 1985;
- (b) the Friendly Societies Act 1974;
- (c) the Friendly Societies Act 1992;
- (d) the Industrial and provident Societies Act 1965 to 1978;
- (e) the Building Societies Act 1986; or
- (f) the Charities Act 1938.

Where the meeting will determine any person's civil rights or obligations, or adversely affect their possessions, article 6 of the Human Rights Act 1998 establishes a presumption that the meeting will be held in public unless a private hearing is necessary for one of the reasons specified in article 6.

4.4.3 Meaning of confidential information

Confidential information means information given to the Joint Committee by a government department on terms that forbid its public disclosure, or information which cannot be publicly disclosed by court order.

4.4.4 Meaning of exempt information

Exempt information means information falling within the following categories (subject to any condition).

Category	Condition
Para. 1. Information relating to any individual.	Information is exempt information if and so long as in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
Para. 2.	Information is exempt information if and so

Category	Condition
Information that is likely to reveal the identity of an individual.	long as in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
<p>Para. 3.</p> <p>Information relating to the financial business affairs of any particular person (including the authority holding that information).</p>	<p>Information is not exempt information if it is required to be registered under:</p> <p>(a) the Companies Act 1985; (b) the Friendly Societies Act 1974; (c) the Friendly Societies Act 1992; (d) the Industrial and provident Societies Act 1965 to 1978; (e) the Building Societies Act 1986; or (f) the Charities Act 1938.</p>
<p>Para. 4.</p> <p>Information relating to consultations or negotiations or contemplated consultations or negotiations in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority.</p>	<p>Information is exempt information if and so long as in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>
<p>Para. 5.</p> <p>Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.</p>	<p>Information is exempt information if and so long as in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>
<p>Para. 6.</p> <p>Information which reveals that the authority) proposes:</p> <p>(a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or</p> <p>(b) to make an order or direction under any enactment.</p>	<p>Information within paragraph 7 is not exempt if it must be registered under various statutes, such as the Companies Act or Charities Act. To be exempt the information must relate to a particular third person who must be identifiable.</p>
<p>Para. 7.</p> <p>Information relating to any action taken or to be taken in connection with the prevention investigation or prosecution of crime.</p>	<p>Information is exempt information if and so long as in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>

4.5 Exclusion of access by the public to reports

If the Partnership Managing Director thinks fit, the Joint Committee may exclude access by the public to reports which in their opinion relate to items during which the

meeting is likely not to be open to the public. Such reports will be marked 'not for publication' together with the category of information likely to be disclosed.

5. Inspection of documents

Except where the subject is one in which he has an interest, or may be restricted by section 100 F (subsection 2) of the Local Government Act, 1972, where the member has good reason to inspect documents in order to perform their duties as a councillor, a member may inspect and take copies of any document which is legally in the possession of the Joint Committee, including internal memoranda and reports, (but excluding anything in the personal record of an employee).

The Monitoring Officer may refuse to permit inspection of documents which might be protected by privilege arising from the relationship of solicitor and client.

The contents of any document shall be treated as confidential unless and until it becomes public in the ordinary course of the Joint Committee's business. Until the information becomes public the member shall not disclose the contents of any document.

6. Members' questions at Joint Committee meetings

- (a) A maximum of thirty (30) minutes will be allowed shortly after the start of each meeting for questions from members of the Partner Authorities
- (b) A member, upon giving four working days' written notice to the Clerk, may ask the Joint Committee a question on a matter which concerns the Joint Committee's functions, powers or duties
- (c) The member asking the question may, if present at the meeting in person (i.e. not by video link) ask a supplementary question related to the question or arising from the answer to seek further clarification. If an answer cannot be given verbally at the meeting then the reply will be provided in writing within five working days of the meeting
- (d) Questions are to be asked and answered without further discussion by other members present.

7. Public questions at Joint Committee meetings

- (a) A maximum of thirty (30) minutes will be allowed shortly after the start of each meeting for public questions
- (b) Any person registered as a local government elector in the administrative area of any of the Partner Authorities may, in accordance with this procedural rule, ask the Joint Committee, any question on any matter within the terms of reference of Joint Committee subject to compliance with the following procedure.

- (c) The Monitoring Officer shall have discretion as to how many questions may be included at any one meeting.
- (d) Any such question must be set out in writing, signed by the questioner and delivered to the Clerk not later than 4.00pm on the fourth working day before the day on which the meeting is to be held. The questioner must also give:
 - (i) their full address; and
 - (ii) confirm their intention to attend the meeting concerned.
- (e) On receipt of any such question, the Clerk shall endeavour to ensure that the question is framed in a proper way and may discuss the format of the question with the questioner to:
 - (i) secure accuracy, clarity and brevity, but so as not to change the context of the question; and/or
 - (ii) omit any part of the question which they consider defamatory or relates to 'confidential' or 'exempt' information as defined in sections 100A and 100I of the Local Government Act 1972, or is otherwise inappropriate.
- (f) The reply to the question will be given orally. If the questioner or their nominated representative fails to attend the meeting, the answer will be given to the question and a written copy forwarded to the questioner.
- (g) The questioner, or their nominated representative, on hearing the reply, may if present at the meeting in person (i.e. not by video link), put one supplementary question, which in the chairman's opinion relates to the subject matter of the original question, but may decline if the content of the question is defamatory or offensive. If an answer cannot be given verbally at the meeting then the reply will be provided in writing within five working days of the meeting

8. Attendance by a member who is not appointed to the Joint Committee

Subject to the following provisions, a member of any Partner Council may attend any meeting of the Joint Committee of which they are not a member. They cannot vote, but the accepted protocol is that they will be allowed to speak to the meeting after giving notice to the chairman, but the chairman has discretion as to who may speak having regard to the outstanding business of the committee and/or the content of the debate.

Such a member is not included in a resolution to exclude the public under the provisions of section 100A of the Local Government Act 1972.

Such a member who has a disclosable pecuniary interest (as defined in the Code of Conduct for his/her Partner Authority), or in the case of Cheltenham Borough Council members a prejudicial other interest, in any matter to be discussed at a meeting must leave the meeting while the matter is being discussed.

9. Admission of public

The public shall be admitted to all meetings of the Joint Committee or subcommittee, so far as accommodation is available, except during an item of business when it is likely, either in view of the nature of the business to be transacted or the nature of the proceedings, that if members of the public were present during that item:

- a) confidential information would be disclosed in breach of the obligation of confidence as defined in section 100A(3) of the Local Government Act 1972; or
- b) there would be disclosure of exempt information as defined in section 100I and specified in part 1 of schedule 12A of the Local Government Act, 1972, and
- c) the meeting has passed a resolution to exclude the public from the meeting during that item.

10. Conduct

If a member intentionally or persistently disregards the ruling of the chairman or behaves offensively, improperly or obstructs the business of any such meeting, the chairman or any member may move that the member is not heard further. If the motion is seconded, it shall be voted on without discussion or comment.

If a member continues to misbehave after such a motion has been carried, the chairman may either:

- (i) move that “the member leave the meeting” (which motion is put without seconding or discussion); or
- (ii) adjourn the meeting for as long as they think necessary.

If there is general disturbance preventing the conduct of business, the chairman may adjourn the meeting for as long as they think necessary.

11. Disturbance by the public

If there is interruption by the public at any meeting the chairman shall warn the person(s) concerned. If the interruption continues, the chairman shall order the person(s) concerned to be removed from the meeting. If there is general disturbance in the public area the chairman shall order the public to leave, or may adjourn the meeting for as long as they think necessary.

12. Publicity in connection with Key Decisions

- a) In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 the Joint Committee is required to publish details in a document called the forward plan of the Key

Decisions that are to be taken by the Joint Committee at least 28 clear days prior to the decision being made.

- b) There is one exception to the need to publish a key decision in the forward plan. This is where the Monitoring Officer agrees that it is impractical to comply with the notice provisions and gives written notice to the chairmen of the Partner Authorities' Strategic Overview and Scrutiny Committees. The Monitoring Officer must publish a copy of the notice at least 5 clear days before the decision is taken.

13. Publicity in connection with exempt items

- a) In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 the Joint Committee is required to publish details in a document called the forward plan details of any decisions that it intends to make in a private meeting at least 28 clear days prior to the decision being made.
- b) There is one exception to the need to publish details of an exempt decision in the forward plan. This is where the Monitoring Officer agrees that it is impractical to comply with the notice provisions, the matter is urgent and cannot reasonably be deferred to enable the requisite notice to be given and the consent of the chairmen of the Partner Authorities Strategic Overview and Scrutiny Committee has been obtained.
- c) Upon obtaining consent of the chairman the Monitoring Officer must publish a notice setting out why the matter is urgent and cannot reasonably be deferred.

14. Forward Plan

- a) Every month the Clerk will publish a forward plan detailing the forthcoming decisions to be taken by the Joint Committee
- b) Officers preparing reports for the Joint Committee are required to complete the referral form to identify matters that need to appear on the forward plan and also to establish whether the decision to be taken will be a key decision or need to be considered as exempt business.

15. Attendance record

Every member attending a meeting is required to sign the attendance book to authorise reimbursement of any expenses. If a member neglects to sign the record, then their attendance must be confirmed by a correction to the minutes of the meeting at the next ordinary meeting.

16. Declaration of interests

Members are required to disclose any registerable interests in the register of interests, maintained by the Monitoring Officer of their Partner Authority, on a yearly basis and are required to make a 'nil' return in the event that they have no

registerable interests to declare. If there is a change in the member's circumstances, the entry on the register of interests must be updated within 28 days of the change.

A member having a disclosable pecuniary interest (as defined in the Code of Conduct for his/her Partner Authority) or in the case of Cheltenham Borough Council or Cotswold District Council members a prejudicial other interest, in a matter to be discussed at any meeting MUST declare it, even if they have made a declaration in the register of interests and in previous meetings. They must then leave the meeting while the matter is being discussed, unless a dispensation allowing the member(s) to take part in the decision-making has been made by the Monitoring Officer

Any member who has another interest (as defined in the Code of Conduct for his/her Partner Authority) shall disclose that interest at the commencement of the meeting or as soon as it becomes evident that such an interest has arisen during the consideration of the item, but may stay and take part in the discussion and vote on the matter except in the case of Cheltenham Borough Council or Cotswold District Council members who have a prejudicial other interest in which case they must leave the meeting and not take part in the debate or vote.

17. Registration of gifts and hospitality

A member must, within 28 days of receiving any offer of gifts or hospitality over the value of £50 which they have been offered as a consequence of being a member of the Joint Committee, provide written notification to the Monitoring Officer of the existence and nature of that gift or hospitality, whether or not it has been accepted.

18. Officers' interests

Any officer must inform the Monitoring Officer in writing if they have a financial interest in any contract or any other matter in which the Joint Committee is involved in, whether or not the matter is to be discussed at any meeting. The Monitoring Officer will record this in a register, which is open to members' inspection during office hours. An officer attending a meeting must disclose that interest at that meeting, even though the Monitoring Officer has been informed previously.

19. Filming/Recording of proceedings

The Joint Committee may film or audio record meetings as it considers appropriate.

The Joint Committee supports the principle of transparency and permits filming, recording and taking photographs at its meetings that are open to the public. It also permits the use of social networking websites (such as Twitter and Facebook) and micro-blogging to communicate with people about what is happening, as it happens.

There is no requirement to notify the Joint Committee in advance. However, any filming/recording/photography must be overt and may only be carried out from the following locations:

- designated public area where the activity is being carried out by members of the public;
- designated press area where the activity is being carried out by members of the press; and
- from their designated seat at the meeting if the activity is be carried out by any Councillor.

The Chairman of the meeting will have absolute discretion to terminate or suspend any of these activities if, in their opinion, continuing to allow them would prejudice proceedings at the meeting.

The circumstances in which termination or suspension might occur could include:

- public disturbance or suspension of the meeting
- the meeting agreeing to formally exclude the press and public from the meeting due to the confidential nature of the business being discussed
- where it is considered that continued recording/photography/filming/webcasting might infringe the rights of any individual
- when the Chairman considers that a defamatory statement has been made

Those recording proceedings shall not edit the film/recording/photographs in a way that could lead to misinterpretation of the proceedings, or infringe the core values of the Council. This includes refraining from editing an image or views expressed in a way that may ridicule, or show a lack of respect towards those being photographed/filmed/recorded.

Those intending to bring large equipment, or wishing to discuss any special requirements are advised to contact the Clerk in advance of the meeting to seek advice and guidance. Please note that such requests will be subject to practical considerations and the constraints of specific meeting rooms.

The use of flash photography or additional lighting will not be allowed unless this has been discussed in advance of the meeting and agreement reached on how it can be done without disrupting proceedings.

At meetings where members of public are permitted to speak then they should not be filmed or photographed unless their express permission has been obtained beforehand.

At the beginning of each meeting, the Chairman will make an announcement that the meeting may be filmed, recorded or photographed.

20. Voting

Voting is by majority by a show of hands.

If, immediately after a vote is taken, and a member so requests, it shall be recorded in the minutes whether they voted for or against or abstained from voting.

Subject to the protocol set out in paragraph 21 below, in the case of an equality of votes, the person chairing the meeting shall have a second or casting vote. There will be no restriction on how the chairman chooses to exercise a casting vote.

21. Protocol in respect of the Chairman's Casting Vote

The Joint Committee agrees the following Protocol in respect of the Chairman's right to cast a second or casting vote in the event of an equality of votes at a Joint Committee meeting:

Deferral Vote

In the event of an equality of votes the Joint Committee Members agree to proceed as follows:

- the Chairman shall move to defer the agenda item ('Deferral Vote')
- If the Deferral Vote is passed by a majority the item shall be deferred and the deferral process will be triggered
- If the Deferral Vote is tied, the Chairman shall have a casting vote to decide whether to defer the item or not
- If the Deferral Vote is lost then the agenda item shall stand and be voted on, with the Chairman having a casting vote.

Deferral Process

The deferral process shall be as follows:

- The agenda item shall be deferred for a period of not less than five Business Days ("Deferral Period") and the Joint Committee meeting shall be adjourned to a date beyond the expiry of the Deferral Period as determined by the person chairing the meeting. During the Deferral Period the Joint Committee Members shall be able to consult their Partner Authorities and discuss the agenda item with other Joint Committee Members.
- At the adjourned Joint Committee meeting the agenda item shall be discussed again and any written views received from Partner Authorities shall be reported to the Joint Committee for consideration by the meeting.
- If, at the adjourned meeting, there is an equality of votes in relation to that agenda item the person chairing that meeting shall have a casting vote.

22. Minutes

The minutes of the previous meeting shall be made available to members prior to the next meeting.

The minutes of the previous meeting shall be approved without discussion, unless a motion is moved concerning their accuracy. Where possible members will give the Monitoring Officer 24 hours notice before the meeting of any challenge to the accuracy of the minutes.

If there is no such motion, the chairman will move that the minutes of the meeting held on a certain date be approved as a correct record and a vote taken, and when the matter is resolved the chairman will sign the minutes.

23. Call-in

Any decision made by the Joint Committee or a Significant Decision made by an Officer can be called in by any Partner Authority in accordance with the rules of call in set out in that Partner Authorities Constitution whereupon the decision will stand in abeyance.

24. Notices of motion

A member must submit a notice of motion in writing to the Clerk at least six working days before the day of the meeting at which the matter is to be raised. The chairman having regard to the business to be conducted at the meeting has a discretion to schedule the motions to another meeting of the committee.

A motion or amendment to rescind a decision made by, or a motion or amendment in similar terms to one that has been rejected by, the Joint Committee within the previous SIX months cannot be moved unless the motion is signed by at least half the membership of the Joint Committee of which the member is a member

25. Procedure regarding notices of motion

If a motion is not moved at the meeting by the member who gave notice, or by another member on their behalf, the Joint Committee will resolve whether it is to be withdrawn or postponed.

A member may alter the wording of a motion of which they have given notice provided that the context of the subject matter remains consistent with the original motion.

Motions must concern the Joint Committee powers or duties.

The chairman's ruling as to the relevance of any motion is final.

Chapter 6: Rules of Debate

(a) Members to address the Chair

A Member shall speak only when called to do so by the Chairman. A Member shall address the Chairman only.

(b) Chairman Stands

If the Chairman stands during a debate a member who is speaking must cease speaking and no other member may speak until the Chairman indicates to the speaker to proceed.

(c) Chairman's Ruling

The Chairman's ruling on any matter of procedure in debate not covered by rules will be accepted without question.

(d) Members' Speeches

Members shall address or refer to each other only as "Councillor". When a Member is speaking other Members shall remain silent, unless raising a point of order or a personal explanation.

(e) Content of speeches

Speeches must be directed to the matter under discussion or to a personal explanation or point of order. Members should only speak in debate when they have new or additional information to provide.

(f) Right to require motion in writing

Unless notice of the motion (including an amendment) has already been given, the Chairman may require it to be written down and handed to him/her before it is discussed.

(g) Amendments to motions

An amendment to a motion must be relevant to the motion and will either be:

- (i) to refer the matter to an appropriate body or individual for consideration or reconsideration;
- (ii) to leave out words;
- (iii) to leave out words and insert or add others; or
- (iv) to insert or add words as long as the effect of (ii) to (iv) is not to negate the motion.

Only one amendment may be moved and discussed at any one time. No further amendment may be moved until the amendment under discussion has been disposed of, although notice of further amendments may be given.

If an amendment is not carried, other amendments to the original motion may be moved.

If an amendment is carried, the motion as amended takes the place of the original motion. This becomes the substantive motion to which any further amendments are moved.

After an amendment has been carried, the Chairman will read out the amended motion before accepting any further amendments, or if there are none, put it to the vote.

(h) Withdrawal or alteration of motion

A Member may without notice withdraw or alter a motion which he/she has moved with the consent of the meeting

(i) Right of reply

The mover of a motion has a right to reply at the end of the debate on the motion, immediately before it is put to the vote.

If an amendment is moved, the mover of the original motion has the right of reply at the close of the debate on the amendment, but may not otherwise speak on it.

The mover of the amendment has the right of reply to the debate on his/her amendment immediately before the final speech of the mover of the original motion.

(j) Motions which may be moved during debate

When a motion is under debate, no other motion may be moved except a procedural motion as set detailed in (k)

(k) Procedural Motion

The following procedural motions may be moved without notice:

- i. to elect in the event of a vacancy a Chairman or Vice-Chairman or to appoint a Person Presiding for the meeting at which the motion is moved;
- ii. in relation to the accuracy of the minutes;
- iii. to change the order of business on the agenda;
- iv. to refer something to an appropriate body or individual;
- v. to appoint a sub-committee or working group arising from an item on the agenda for the Meeting;
- vi. to receive reports of or adopt recommendations of sub-committees
- vii. to make any decision arising out of or directly relevant to an item on the agenda for the Meeting;
- viii. to give leave to withdraw or alter a motion;
- ix. to amend a motion;
- x. to reject a motion;
- xi. to proceed to the next business;
- xii. that the question be now put;
- xiii. to adjourn a debate;
- xiv. to adjourn a meeting;
- xv. to suspend the procedure rules
- xvi. to exclude the public and press in accordance with the Access to Information Rules;
- xvii. to not hear further a member named or to exclude him/her from the meeting

(l) Motion to proceed to the next business

If a procedural motion "to proceed to the next business" is moved and the Chairman considers that the item has been sufficiently discussed, he/she must give –

- (i) in the case of an original motion, the mover of that motion: and
- (ii) in the case of an amendment, both the mover of the amendment and the mover of the original motion a right to reply and then put the procedural motion to the vote without comment. If the procedural motion is carried the original motion and any amendment thereto shall lapse.

(m) Motion that the question be now put

If a procedural motion "that the question be now put" is moved and the Chairman considers that the item has been sufficiently discussed, he/she must put the procedural motion to the vote without comment. If the procedural vote is passed, the Chairman must give –

- (i) in the case of an original motion, the mover of that motion: and
- (ii) in the case of an amendment, both the mover of the amendment and the mover of the original motion a right of reply and then put the motion to the vote without comment.

(n) Motion to adjourn the debate or meeting

If a procedural motion to adjourn the debate or to adjourn the meeting is moved and the Chairman considers the item has not been sufficiently discussed and cannot reasonably be so discussed on that occasion, he/she will put the procedural motion to the vote without comment and without giving the mover of the original motion the right of reply.

If a motion to adjourn the debate or meeting is accepted the item under discussion or remaining business shall stand over as uncompleted business to the next meeting of the Joint Committee.

If a motion to adjourn the debate or meeting is rejected, a similar motion cannot be moved within 30 minutes, except with the consent of the Meeting signified by vote without comment.

(o) Point of order

A Member may raise a point of order at any time and the Chairman shall hear them immediately. A point of order may only relate to an alleged breach of these Procedure Rules or the law. The Member must indicate the rule or law and the way in which he/she considers it has been breached.

(p) Personal explanation

A Member may, with the consent of the Chairman, make a personal explanation at any time. A personal explanation may only relate to some material part of an earlier speech by that Member which may appear to have been misunderstood in the present debate.

Chapter 7: Protocol in respect of Employment Terms and Conditions

The Joint Committee has agreed the following Protocol in respect of Employment Matters which relate to employment terms and conditions where the vote on such an item at a Joint Committee meeting is not unanimous:

Deferral

In the event of the vote on an item in respect of Employment Matters relating to employment terms and conditions not being unanimous the Joint Committee Members agree that the item shall be deemed to be deferred and the deferral process will be triggered.

Deferral Process

The deferral process shall be as follows:

1. The agenda item shall be deferred for a period of not less than five Business Days ("Deferral Period") and the Joint Committee meeting shall be adjourned to a date beyond the expiry of the Deferral Period as determined by the person chairing the meeting. During the Deferral Period the Joint Committee Members shall be able to consult their Partner Authorities and discuss the agenda item with other Joint Committee Members.
2. At the adjourned Joint Committee meeting the agenda item shall be discussed again and any written views received from Partner Authorities shall be reported to the Joint Committee for consideration by the meeting.
3. If, at the adjourned meeting, the vote on the deferred item is still not unanimous the item shall again be deemed to be deferred and the Deferral Process shall be repeated.
4. At the further adjourned meeting the Joint Committee shall decide the agenda item on a majority basis.

Chapter 8 : Delegation to Sub-Committees and Officers

The Joint Committee may arrange for any of its functions to be discharged in accordance with the provisions of a Scheme of Delegation as approved by the Joint Committee.

The Joint Committee may appoint working groups to consider specific matters and report back to the Joint Committee or any sub-committee with recommendations.

Chapter 9: Scrutiny arrangements

1. Subject as set out in this Chapter 8 the decisions made by the Joint Committee shall for the time being be subject to the Scrutiny Arrangements of each Partner Authority and each Partner Authority acknowledges the requirements in paragraph 8 below for cooperation between the respective Scrutiny Committees of each Partner Authority.
2. Any decision of the Joint Committee, except those agreed as urgent in accordance with paragraph 3 shall not be implemented until the Scrutiny Arrangements of the Partner Authority whose membership has called in the decision or action has been completed.
3. Where a decision of the Joint Committee must be implemented without delay and as a matter of urgency the Clerk shall ensure that the chairmen of the Partner Authorities' Scrutiny Committees are immediately advised of the proposed urgent decision and their approval sought for call-in not to apply to that decision. Where such approval is given confirmation of that approval and the reasons for the decision being urgent shall be stated in the minutes of the Joint Committee meeting.
4. A summary record of decisions made by the Joint Committee will be made available to the public via the website of the Administering Authority within two Business Days of the decision being made. At the same time the Administering Authority will provide a copy of the summary record of decisions to all Partner Authorities for them to make available to their members as they see fit. The summary record will indicate which of the decisions are subject to the urgency provision and therefore are not available to be 'called in' prior to implementation.
5. Decisions of the Joint Committee (unless the Partner Authorities' Scrutiny Committees' chairmen agree otherwise in accordance with paragraph 3) or a Significant Decision made by an Officer shall be subject to call-in processes of each Partner Authority. If not called in during that period any decision shall then be available for implementation.
6. The Joint Committee Members and the relevant officers from each Partner Authority shall fully cooperate with the relevant Scrutiny Committee of any of the Partner Authorities and attend as directed by the Scrutiny Committee. The Partnership Managing Director may identify the appropriate officer(s) to attend a Scrutiny Committee. The Joint Committee Chairman may nominate the Joint Committee Member(s).
7. Where a decision is called in by more than one Partner Authority, the Scrutiny Committee of each of the Partner Authorities calling in the decision will be invited to meet jointly to hear evidence, views, options considered, reasons for decision and to ask questions of appropriate Joint Committee Member(s) and the Partnership Managing Director and others invited to participate.

8. After these "hearings", each relevant Scrutiny Committee will meet separately to decide on what comment, view or recommendations (if any) it wishes to make to the Joint Committee.
9. Where the account to be given to the Scrutiny Committee requires the production of a report, then the Joint Committee Member or officer concerned will be given sufficient notice to prepare the documentation.
10. Once it has formed recommendations on a call-in (or proposals for development in accordance with paragraph 13 a Scrutiny Committee shall prepare a formal report and submit it for consideration by the Joint Committee.
11. The Joint Committee shall consider the report of a Scrutiny Committee at its next suitable meeting and shall issue a formal response to such a report.
12. The Clerk shall monitor the operation of the provisions relating to call-in and urgency annually, and submit a report to the Joint Committee with proposals for review if necessary.
13. A Scrutiny Committee should notify one of the Joint Committee Members for its Partner Authority if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Joint Committee.

Chapter 10: Dissolution and re-forming of Joint Committee on another Local Authority Joining

If it is agreed by all the Partner Authorities that should another local authority be permitted to join the Joint Committee , then the Joint Committee shall be dissolved with a view to a new Joint Committee being established, the constitution of which being on similar terms to this Constitution (as varied by the proposed Partner Authorities).

PART 3 – OFFICER SCHEME OF DELEGATION

2020 PARTNERSHIP - SCHEME OF DELEGATION TO OFFICERS

Interpretation

In this Scheme of Delegation the following expressions have the meanings assigned to them:

“2020 Partnership”	means the 2020 Partnership agreed between the Partner Authorities
“Annual Budget”	means the Joint Committee’s annual budget as defined in the IAA
“Annual Service Action Plan”	means the Joint Committee’s annual service action plan as defined in the IAA
“Employee”	means any employee of any Partner Authority undertaking work connected with any of the Joint Committee’s Functions for any one or more of the Partner Authorities
“Functions”	means those activities which have been delegated to the Joint Committee by the Partner Authorities
“Group Manager”	means an Officer so designated
“IAA”	means the inter authority agreement made between the Partner Authorities in respect of the 2020 Partnership
“Monitoring Officer”	means the Joint Committee’s Monitoring Officer appointed pursuant to Clause 4.5 of the Inter Authority Agreement
“Officer”	means the Partnership Managing Director, a Group Manager or other Staff
“Partner Authorities”	means Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council and West Oxfordshire District Council, each of which is a “Partner Authority”
“Partner Authority Staff”	means Staff and staff of the Partner Authorities (excluding chief officers at Cheltenham Borough Council)
“Significant Decision”	means any decision which: <ul style="list-style-type: none">(a) Requires a budget expenditure or budget saving of £250,000 or more; or(b) Is likely to be significant in terms of its effects on communities living or working in an area comprising two or more wards in one or more of the Partner Authorities
“Staff”	means staff undertaking the Functions

- “Urgent Decision” means a decision made in circumstances where:
- (a) A decision is required by statute or otherwise within a specified timescale; or
 - (b) Any delay likely to be caused by not making the decision would seriously prejudice the Joint Committee’s or the public’s interest; or
 - (c) Any delay likely to be caused by not making the decision would be likely to expose the Joint Committee, its members, any of the Partner Authorities or their constituents to a significant level of risk, loss, damage or disadvantage or result in a breach of the law.

Delegation

1. All Functions, other than those matters allocated in Table 1 (Matters allocated to the Joint Committee), are delegated to the Partnership Managing Director and Group Managers as set out in the Table 2 below.
2. In addition, the Partnership Managing Director and Group Managers will exercise powers and duties specifically delegated to them by the Joint Committee.
3. The Partnership Managing Director and Group Managers are not required to exercise all delegations personally and may sub-delegate any Function to Officers of suitable experience and seniority in accordance with the process set out in Appendix A.
4. The Joint Committee may direct that a Function delegated to the Partnership Managing Director and Group Managers shall not be sub-delegated to Officers or other Employees without the Joint Committee’s prior consent.
5. Each person to whom a Function is delegated shall be empowered to take any step in the course of or otherwise for the purposes of or in connection with the discharge of the Function, do anything incidental or conducive to discharge of the Function or do anything expedient in connection with the discharge of the Function
6. An Officer does not have delegated authority to take a Significant Decision unless:
 - (a) Specifically authorised to do so by the Joint Committee; or
 - (b) The Partnership Managing Director (or, in his absence or where he is unable to act, a Group Manager) is making an Urgent Decision as set out in this Scheme of Delegation.
7. The fact that a function is delegated to an Officer under this Scheme does not preclude the person or the Joint Committee which gave the delegation from exercising the function in question.
8. The Joint Committee may direct that in any particular case that a delegated power to an Officer in respect of a Function shall not be exercised by the Officer and that the Function in question shall instead be exercised by the

- Joint Committee. Such direction must be exercised in consultation with the Partnership Managing Director or appropriate Group Manager.
9. The Partnership Managing Director or a Group Manager may at their discretion refer any matter to the Joint Committee for decision.
 10. Officers have responsibility to report to the Joint Committee matters that are of political or strategic significance where the Joint Committee is not required to make a decision but where it is proper for the Joint Committee to be aware of the position.
 11. The provisions in Appendix B “Decision Making” apply to the exercise of all Functions by Officers in this Scheme of Delegation

TABLE 1: Matters allocated to the Joint Committee

Agree and, from time to time, amend the Annual Service Action Plan and Annual Budget and recommend them to the Partner Councils for approval
Initiate any appropriate consultation on proposals in respect of the Annual Service Action Plan and Annual Budget
Take an Urgent Decision that is contrary to or not wholly in accordance with the Annual Service Action Plan and/or Annual Budget and promptly report the decision to the Partner Councils PROVIDED that, where the decision is likely to affect the Annual Budget, there is prior consultation with the Section 151 Officers of the Partner Councils
Approve the Joint Committee’s Risk Management Policy and Strategy
Receive and consider quarterly budget and performance monitoring reports in respect of the Joint Committee’s Annual Service Action Plan and Annual Budget
Request funding from Partner Authorities in respect of matters over and above the Joint Committee’s Annual Budget [in excess of £100,000]
Agree new arrangements for the provision of services to third parties with a value of more than £50,000
Respond to call-in of a decision
Delegate Function to an Officer
Undertake any Function which is delegated to an Officer where the Joint Committee directs it should be exercised by the Joint Committee
Undertake any Function which is delegated to an Officer where the Officer decides to refer it to the Joint Committee
Appoint and remove the Chairman and/or Vice-Chairman of the Joint Committee
Establish, abolish and determine the terms of reference and the composition of Sub-Committees of the Joint Committee or working groups and make appointments, including co-opted members to them
Make and amend the Joint Committee’s Constitution, Procedural Rules, Financial Rules and Contract Rules

Confirm the appointment or dismissal of the Partnership Managing Director and agree his/her terms and conditions of employment
Designate Officers as the Joint Committee's Monitoring Officer and Chief Finance Officer
Approve amendments to contractual terms and conditions for Partner Authority Staff following appropriate consultation
Approve Pay and Grading policy for Partner Authority Staff
Approve HR Policies
Take decisions and/or give advice on matters referred to the Joint Committee by the Partnership Managing Director, Group Managers, Officers and other bodies and persons
Discharge any other function which is by law reserved to the Joint Committee

TABLE 2: Matters allocated to Officers:

Partnership Managing Director	
Function	Condition
Discharge any matter not otherwise allocated in Table 1	Unless prohibited by law
Discharge any matter which is delegated to an Officer under this Scheme of Delegation	Where that Officer is absent or unable to act through conflict of interest or otherwise. Except in the case of the Monitoring Officer or Chief Finance Officer where they have allocated their function to their deputy
Take an Urgent Decision that is contrary to or not wholly in accordance with the Annual Service Action Plan and/or Annual Budget OR Take an Urgent Decision in respect of a matter in Table 1, including a Significant Decision, where there is not sufficient time for a report to be considered by the Joint Committee	Unless it is a decision that in law can only be made by the Joint Committee. Must be taken in accordance with the Joint Committee's Constitution This shall be done in consultation with all available members of the Joint Committee and shall, where possible, include consultation with at least one Joint Committee member from each Partner Council. If the decision affects the Annual Budget, prior consultation must also be undertaken with the Section 151 Officers of the Partner Councils The decision shall be reported to the next scheduled meeting of the Joint Committee
Authorise any Officer to or for any legal purpose	Unless otherwise prescribed by law or allocated to the Joint Committee
Make arrangements with one Partner Authority for the placing of Staff employed by that Partner Authority at the disposal of other local authorities (including the other Partner Authorities)	This shall be done in consultation with the member of staff in question
Approve transformational change, cultural and organisational development policies	Except those relating to terms and conditions of employment
Group Managers (generally)	
Discharge any Function which is delegated to an Officer (including the Partnership Managing Director) under this Scheme of Delegation	Where that officer is absent or unable to act through conflict of interest or otherwise. Except in the case of the Monitoring Officer or Chief Finance officer where they have

	allocated the function to their deputy.
Undertake the role of Partnership Managing Director	Where the Partnership Managing Director is absent or unable to act through conflict of interest or otherwise. This Function falls to the Group Manager who is deputising for that period
Group Manager with responsibility for Finance	
Make minor changes to the Joint Committee's Financial Rules to reflect changes in fact and accounting and audit requirements/best practice.	Joint Committee, Partnership Managing Director and Group Managers to be informed of any change which the Group Manager considers to be significant
Make minor changes to the Joint Committee's Contract Rules to reflect changes in fact and procurement requirements and best practice.	Joint Committee, Partnership Managing Director and Group Managers to be informed of any change which the Group Manager considers to be significant
Monitoring Officer	
Undertake the functions of the Monitoring Officer prescribed by law and in the Joint Committee's Constitution	
Make minor changes to the Joint Committee's Constitution to reflect changes in fact, law and best practice and rectify errors and inconsistencies.	Joint Committee, Partnership Managing Director and Group Managers to be informed of any change which the Monitoring Officer considers to be significant
<p>Receive complaints in writing regarding allegations of failure of a Joint Committee Member's failure to comply with the Members' Code of Conduct of his/her appointing Authority and</p> <ul style="list-style-type: none"> • To determine, after consultation the Monitoring Officer of the Joint Committee Member's appointing Authority, whether the complaint should be investigated and to arrange such investigation; • To seek local resolution of complaints without formal investigation where it is possible to do so; • To close a complaint if the investigation finds no evidence of failure to comply with the relevant Code of Conduct; • To agree a local resolution where an investigation finds evidence of a failure to comply with the Code of Conduct, subject to consultation with the Monitoring Officer of the Joint Committee Member's appointing Authority and the complainant being satisfied with the proposed resolution • [to grant dispensations if, after considering all of the circumstances of the case, the Monitoring Officer considers that the business of the 	

<p>Joint Committee will be impeded because of the number of members prohibited from proceeding.</p>	
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Appendix A

Protocol for sub-delegation

1. The Partnership Managing Director and Group Managers are not required to exercise all delegations personally and may sub-delegate any Function to an Officer or other Employee in any of their service areas provided the following conditions are met:
 - (a) The Partnership Managing Director or Group Manager is satisfied that:
 - (i) The Officer or other Employee has suitable experience and seniority to undertake those functions, and
 - (ii) The sub-delegation is in the interest of the efficient operation of the Joint Committee's business; and
 - (b) The Partnership Managing Director or Group Manager records the details of the sub-delegation in a register which is kept up-to-date by him/her.
2. The limitations on the exercise of any power or responsibility will be made explicit in the delegation
3. Decisions will be taken at the lowest level wherever possible and appropriate but the person given the delegated power and responsibility has the discretion to determine how the power or responsibility is exercised; e.g. to retain the delegation, to remit the power to a lower level, to consult before exercising the power or responsibility, to exercise the power jointly with another with the appropriate authority

Appendix B

Decision Making

1. Principles of Decision Making

All decisions made by Officers in the exercise of all Functions delegated to them pursuant to this Scheme of Delegation shall be made in accordance with the following principles:

 - (a) The decision must be lawful and in accordance with all applicable statutory and regulatory requirements and the Joint Committee's Constitution;
 - (b) The decision shall be proportionate to the desired outcome;
 - (c) The decision shall comply with the Joint Committee's Budget and service plans except in urgent circumstances set out above;
 - (d) The decision should be taken following due consultation and on the taking of professional advice from officers;
 - (e) There shall be respect for human rights;
 - (f) There shall be a presumption in favour of openness;

- (g) There shall be clarity of aims and desired outcomes;
- (h) Due consideration shall be given to all objections; and
- (i) The options considered and the reasons for the decision shall be clearly set out.

2. Decision Making by Officers

When making decisions within the powers delegated to them under this Scheme of Delegation, Officers will ensure that the financial implications or expenditure resulting from the exercise of that delegation does not exceed the limit of their authorised level of expenditure.

APPENDIX 1 – LIST OF MEMBERS

Member	Email	Partner Authority
Colin Dingwall	colin.dingwall@westoxon.gov.uk	West Oxfordshire District Council
Wendy Flynn	wendy.flynn@cheltenham.gov.uk	Cheltenham Borough Council
Christopher Hancock	Christopher.hancock@cotswold.gov.uk	Cotswold District Council
Patrick Molyneux	patrick.molyneux@fdean.gov.uk	Forest of Dean District Council
Barry Norton	barry.norton@westoxon.gov.uk	West Oxfordshire District Council
Brian Robinson	brian.robinson@fdean.gov.uk	Forest of Dean District Council
Lynden Stowe	lynden.stowe@cotswold.gov.uk	Cotswold District Council
Jon Walklett	jon.walklett@cheltenham.gov.uk	Cheltenham Borough Council

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2020 PARTNERSHIP

SCHEME OF DELEGATION TO OFFICERS

Interpretation

In this Scheme of Delegation the following expressions have the meanings assigned to them:

“2020 Partnership” means the 2020 Partnership agreed between the Partner Authorities

“Annual Budget” means the Joint Committee’s annual budget as defined in the IAA

“Annual Service Action Plan” means the Joint Committee’s annual service action plan as defined in the IAA

“Employee” means any employee of any Partner Authority undertaking work connected with any of the Joint Committee’s Functions for any one or more of the Partner Authorities

“Functions” means those activities which have been delegated to the Joint Committee by the Partner Authorities

“Group Manager” means an Officer so designated

“IAA” means the inter authority agreement made between the Partner Authorities in respect of the 2020 Partnership

“Monitoring Officer” means the Joint Committee’s Monitoring Officer appointed pursuant to Clause 4.5 of the Inter Authority Agreement

“Officer” means the Partnership Managing Director, a Group Manager or other Staff

“Partner Authorities” means Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council and West Oxfordshire District Council, each of which is a “Partner Authority”

“Partner Authority Staff” means Staff and staff of the Partner Authorities (excluding chief officers at Cheltenham Borough Council)

“Significant Decision” means any decision which:

- (a) Requires a budget expenditure or budget saving of [£250,000] or more; or
- (b) Is likely to be significant in terms of its effects on communities living or working in an area comprising two or more wards in one or more of the Partner Authorities

“Staff” means staff undertaking the Functions

“Urgent Decision” means a decision made in circumstances where:

- (a) A decision is required by statute or otherwise within a specified timescale; or
- (b) Any delay likely to be caused by not making the decision would seriously prejudice the Joint Committee's or the public's interest; or
- (c) Any delay likely to be caused by not making the decision would be likely to expose the Joint Committee, its members, any of the Partner Authorities or their constituents to a significant level of risk, loss, damage or disadvantage or result in a breach of the law.

Delegation

1. All Functions, other than those matters allocated in Table 1 (Matters allocated to the Joint Committee), are delegated to the Partnership Managing Director and Group Managers as set out in the Table 2 below.
2. In addition, the Partnership Managing Director and Group Managers will exercise powers and duties specifically delegated to them by the Joint Committee.
3. The Partnership Managing Director and Group Managers are not required to exercise all delegations personally and may sub-delegate any Function to Officers of suitable experience and seniority in accordance with the process set out in Appendix A.
4. The Joint Committee may direct that a Function delegated to the Partnership Managing Director and Group Managers shall not be sub-delegated to Officers or other Employees without the Joint Committee's prior consent.
5. Each person to whom a Function is delegated shall be empowered to take any step in the course of or otherwise for the purposes of or in connection with the discharge of the Function, do anything incidental or conducive to discharge of the Function or do anything expedient in connection with the discharge of the Function
6. An Officer does not have delegated authority to take a Significant Decision unless:
 - (a) Specifically authorised to do so by the Joint Committee; or
 - (b) The Partnership Managing Director (or, in his absence or where he is unable to act, a Group Manager) is making an Urgent Decision as set out in this Scheme of Delegation.
7. The fact that a function is delegated to an Officer under this Scheme does not preclude the person or the Joint Committee which gave the delegation from exercising the function in question.
8. The Joint Committee may direct that in any particular case that a delegated power to an Officer in respect of a Function shall not be exercised by the Officer and that the Function in question shall instead be exercised by the Joint Committee. Such direction must be exercised in consultation with the Partnership Managing Director or appropriate Group Manager.
9. The Partnership Managing Director or a Group Manager may at their discretion refer any matter to the Joint Committee for decision.
10. Officers have responsibility to report to the Joint Committee matters that are of political or strategic significance where the Joint Committee is not required to make a decision but where it is proper for the Joint Committee to be aware of the position.
11. The provisions in Appendix [B] "Decision Making" apply to the exercise of all Functions by Officers in this Scheme of Delegation

TABLE 1: Matters allocated to the Joint Committee

Agree and, from time to time, amend the Annual Service Action Plan and Annual Budget and recommend them to the Partner Councils for approval
Initiate any appropriate consultation on proposals in respect of the Annual Service Action Plan and Annual Budget
Take an Urgent Decision that is contrary to or not wholly in accordance with the Annual Service Action Plan and/or Annual Budget and promptly report the decision to the Partner Councils PROVIDED that, where the decision is likely to affect the Annual Budget, there is prior consultation with the Section 151 Officers of the Partner Councils
Approve the Joint Committee's Risk Management Policy and Strategy
Receive and consider quarterly budget and performance monitoring reports in respect of the Joint Committee's Annual Service Action Plan and Annual Budget
Request funding from Partner Authorities in respect of matters over and above the Joint Committee's Annual Budget [in excess of £100,000]
Agree new arrangements for the provision of services to third parties with a value of more than £50,000
Respond to call-in of a decision
Delegate Function to an Officer
Undertake any Function which is delegated to an Officer where the Joint Committee directs it should be exercised by the Joint Committee
Undertake any Function which is delegated to an Officer where the Officer decides to refer it to the Joint Committee
Appoint and remove the Chairman and/or Vice-Chairman of the Joint Committee
Establish, abolish and determine the terms of reference and the composition of Sub-Committees of the Joint Committee or working groups and make appointments, including co-opted members to them
Make and amend the Joint Committee's Constitution, Procedural Rules, Financial Rules and Contract Rules
Confirm the appointment or dismissal of the Partnership Managing Director and agree his/her terms and conditions of employment
Designate Officers as the Joint Committee's Monitoring Officer and Chief Finance Officer
Approve amendments to contractual terms and conditions for Partner Authority Staff following appropriate consultation
Approve Pay and Grading policy for Partner Authority Staff
Approve HR Policies
Take decisions and/or give advice on matters referred to the Joint Committee by the Partnership Managing Director, Group Managers, Officers and other bodies and persons
Discharge any other function which is by law reserved to the Joint Committee

TABLE 2: Matters allocated to Officers:

Partnership Managing Director	
Function	Condition
Discharge any matter not otherwise allocated in Table1	Unless prohibited by law
Discharge any matter which is delegated to an Officer under this Scheme of Delegation	Where that Officer is absent or unable to act through conflict of interest or otherwise. Except in the case of the Monitoring Officer or Chief Finance Officer where they have allocated their function to their deputy
Take an Urgent Decision that is contrary to or not wholly in accordance with the Annual Service Action Plan and/or Annual Budget OR Take an Urgent Decision in respect of a matter in Table 1, including a Significant Decision, where there is not sufficient time for a report to be considered by the Joint Committee	Unless it is a decision that in law can only be made by the Joint Committee. Must be taken in accordance with the Joint Committee’s Constitution This shall be done in consultation with all available members of the Joint Committee and shall, where possible, include consultation with at least one Joint Committee member from each Partner Council. If the decision affects the Annual Budget, prior consultation must also be undertaken with the Section 151 Officers of the Partner Councils The decision shall be reported to the next scheduled meeting of the Joint Committee
Authorise any Officer to or for any legal purpose	Unless otherwise prescribed by law or allocated to the Joint Committee
Make arrangements with one Partner Authority for the placing of Staff employed by that Partner Authority at the disposal of other local authorities (including the other Partner Authorities)	This shall be done in consultation with the member of staff in question
Approve transformational change, cultural and organisational development policies	Except those relating to terms and conditions of employment
Group Managers (generally)	
Discharge any Function which is delegated to an Officer (including the Partnership Managing Director) under this Scheme of Delegation	Where that officer is absent or unable to act through conflict of interest or otherwise. Except in the case of the Monitoring Officer or Chief Finance officer where they have allocated the function to their deputy.
Undertake the role of Partnership Managing Director	Where the Partnership Managing Director is absent or unable to act through conflict of interest or otherwise. This Function falls to the Group Manager who is deputising for that period
Group Manager with responsibility for Finance	
Make minor changes to the Joint Committee’s Financial Rules to reflect changes in fact and accounting and audit requirements/best practice.	Joint Committee, Partnership Managing Director and Group Managers to be informed of any change which the Group Manager considers to be significant

<p>Make minor changes to the Joint Committee's Contract Rules to reflect changes in fact and procurement requirements and best practice.</p>	<p>Joint Committee, Partnership Managing Director and Group Managers to be informed of any change which the Group Manager considers to be significant</p>
<p>Monitoring Officer</p>	
<p>Undertake the functions of the Monitoring Officer prescribed by law and in the Joint Committee's Constitution</p>	
<p>Make minor changes to the Joint Committee's Constitution to reflect changes in fact, law and best practice and rectify errors and inconsistencies.</p>	<p>Joint Committee, Partnership Managing Director and Group Managers to be informed of any change which the Monitoring Officer considers to be significant</p>
<p>Receive complaints in writing regarding allegations of failure of a Joint Committee Member's failure to comply with the Members' Code of Conduct of his/her appointing Authority and</p> <ul style="list-style-type: none"> • To determine, after consultation the Monitoring Officer of the Joint Committee Member's appointing Authority, whether the complaint should be investigated and to arrange such investigation; • To seek local resolution of complaints without formal investigation where it is possible to do so; • To close a complaint if the investigation finds no evidence of failure to comply with the relevant Code of Conduct; • To agree a local resolution where an investigation finds evidence of a failure to comply with the Code of Conduct, subject to consultation with the Monitoring Officer of the Joint Committee Member's appointing Authority and the complainant being satisfied with the proposed resolution • [to grant dispensations if, after considering all of the circumstances of the case, the Monitoring Officer considers that the business of the Joint Committee will be impeded because of the number of members prohibited from proceeding. 	

Appendix A

Protocol for sub-delegation

1. The Partnership Managing Director and Group Managers are not required to exercise all delegations personally and may sub-delegate any Function to an Officer or other Employee in any of their service areas provided the following conditions are met:
 - (a) The Partnership Managing Director or Group Manager is satisfied that:
 - (i) The Officer or other Employee has suitable experience and seniority to undertake those functions, and
 - (ii) The sub-delegation is in the interest of the efficient operation of the Joint Committee's business; and
 - (b) The Partnership Managing Director or Group Manager records the details of the sub-delegation in a register which is kept up-to-date by him/her.
2. The limitations on the exercise of any power or responsibility will be made explicit in the delegation
3. Decisions will be taken at the lowest level wherever possible and appropriate but the person given the delegated power and responsibility has the discretion to determine how the power or responsibility is exercised; e.g. to retain the delegation, to remit the power to a lower level, to consult before exercising the power or responsibility, to exercise the power jointly with another with the appropriate authority

Appendix B

Decision Making

1. Principles of Decision Making

All decisions made by Officers in the exercise of all Functions delegated to them pursuant to this Scheme of Delegation shall be made in accordance with the following principles:

 - (a) The decision must be lawful and in accordance with all applicable statutory and regulatory requirements and the Joint Committee's Constitution;
 - (b) The decision shall be proportionate to the desired outcome;
 - (c) The decision shall comply with the Joint Committee's Budget and service plans except in urgent circumstances set out above;
 - (d) The decision should be taken following due consultation and on the taking of professional advice from officers;
 - (e) There shall be respect for human rights;
 - (f) There shall be a presumption in favour of openness;
 - (g) There shall be clarity of aims and desired outcomes;
 - (h) Due consideration shall be given to all objections; and
 - (i) The options considered and the reasons for the decision shall be clearly set out.
2. Decision Making by Officers

When making decisions within the powers delegated to them under this Scheme of Delegation, Officers will ensure that the financial implications or expenditure resulting from the exercise of that delegation does not exceed the limit of their authorised level of expenditure.

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2020 PARTNERSHIP JOINT COMMITTEE

12 February 2016

PJC.2

Subject	2020 JOINT COMMITTEE POLICY DEVELOPMENT – AIMS AND OBJECTIVES				
Key Decision	This item is not a key decision				
Accountable officer	David Neudegg, Managing Director Tel: 01993860016 Email: david.neudegg@westoxon.gov.uk				
Summary	The purpose of this report is to provide greater clarity for all of the staff, councillors and others with an interest in the work of the 2020 Partnership. It will provide a context both for staff and managers whether in a shared service or part of the retained activity. It is also designed to give guidance and direction for those pieces of policy work we are undertaking in HR, ICT systems and customer service.				
Annex	Annex A – 2020 JOINT COMMITTEE POLICY DEVELOPMENT – AIMS AND OBJECTIVES STATEMENT				
Recommendation	<i>a) To note the report and its intended use by the Partnership Commissioning Group.</i>				
Implications (details at end of report)					
	LEGAL	FINANCIAL	RISK	EQUALITIES	SUSTAINABILITY
	NO	NO	NO	NO	NO

1. REASONS FOR RECOMMENDATIONS

To provide clarity and focus for all those with an interest in achieving the aims of the 2020 Partnership and to provide a guide to the work of the Partnership Commissioning Group in the development of HR policies delegated to the Joint Committee.

2. BACKGROUND

At its meeting on the 6 March 2015 the Member Governance Board approved a work plan for the partnership. As part of the work plan it was agreed that the Board would consider a high level statement of its aims and objectives.

The document set out in Annex A has been developed on the back of a great deal of staff and Councillor engagement over the last nine months starting with an event held at the Cheltenham Racecourse involving senior officers from all of the Councils; a Councillor event at the Racecourse; followed by two staff engagement sessions at each of the Councils and various Scrutiny Committee briefings. It has further been influenced by the work we have been leading with the LGA around how HR needs to change and improve to support new forms of partnership working.

A draft document was developed and has been subject to a series of focused discussions at each of the Councils prior to being approved by the Heads of Paid Service.

It is intended that the Partnership MD and the Heads of Paid Service will use the framework to guide the development of the HR policies delegated to the Joint Committee and each council may, as well as the Partnership Shared Services, use the aims and objectives in a variety of ways including:

- Staff communication
- New starter inductions
- Management and leadership development programmes
- Staff training
- Providing guidance for the development of HR strategies and policies
- Appointment and Recruitment process
- Staff Appraisals
- Process and systems redesign

It does not in any way impinge on each council's independent democratic decision making and policy formulation.

3. ALTERNATIVE OPTIONS

A range of alternative suggestions have been considered through the extensive engagement process with staff and councillors.

2020 JOINT COMMITTEE – AIMS AND OBJECTIVES STATEMENT

The purpose of this statement is to guide the Partnership MD and the Heads of Paid Service in the development of HR policies delegated to the Joint Committee. It is intended that this framework will:

Enable each partner council to deliver the outcomes for their communities through the determination of their own policies and priorities; supported by expert advisors who commission outcomes and services, either externally through the private, not for profit and voluntary sectors; or by optimising the partnership's collective staffing resources for the benefit of the partnership as a whole.

Goal – Through Working together to Maximise Value for our Partner Councils and their Communities

Aims

1. To seek out and deliver the best solutions to deliver the outcomes for each partner council's residents and communities using all of the potential options available to us.
2. To work collaboratively so that when we design the Partnership Shared Services they will succeed in meeting the agreed standards required by each Council and will ensure they are delivered for the best possible value
3. For the Partnership Shared Services and each partner Council to be great organisations that people want to work for

Objectives

- Continuously seek out creative and innovative solutions to improve service delivery
- Seek to optimise income generation from selling services and/or expanding the partnership
- Invest in change and improvement for long term financial benefit
- Develop a strong performance management culture with dynamic and agile systems to ensure our services deliver the agreed standards
- Respond positively when things go wrong and work with our partners to put things right as soon as is possible
- Develop and maintain positive relationships across the partner councils and other customers, working collectively in their best interests
- Recruit and retain staff with the right approach, attitudes and values to meet our objectives

- Expect our staff to be flexible when necessary to meet service demands
- Develop our leaders to provide guidance, support and inspiration to their teams
- Maximise our productive time spent on activities which add value for our partners and customers
- Work with members to ensure that services are designed to reflect their needs at a local/community level
- Work with other key stakeholders in the design of services to ensure that they meet the needs of the communities and customers that will use them

What can staff expect?

- Excellent opportunities for personal and professional development
- Recognition and reward for the contributions they make
- Support, trust and respect in return for high expectations in terms of individual honesty and integrity
- Flexibility and choice
- To have jobs that are challenging, rewarding but manageable
- To be well informed not only about the organisation they work for but also about the people and communities they serve
- To be engaged with the design and development of services seeking as far as possible to minimise any negative impacts on individuals

Values:

These values are subject to confirmation by each Council through the adoption of a People Strategy which is being developed by the HR Shared Service.

Our People

- We value our people and we encourage each other to be positive and creative in getting the job done. We trust, respect and help each other to remain resilient and personally responsible in a changing environment.

Our Customers

- We do the best we can to provide great service for our customers and respect the differences and requirements that exist across our communities.

Our Approach

- We approach what we do with dedication, commitment, honesty and integrity, and support both staff and customers as part of a forward thinking public sector environment.

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2020 PARTNERSHIP JOINT COMMITTEE

12 February 2016

PJC.3

Subject	APPOINTMENT OF OFFICERS				
Key Decision	This item is not a key decision				
Partners affected	All				
Accountable officer	David Neudegg, Managing Director Tel: 01993 861613 Email: david.neudegg@westoxon.gov.uk				
Summary	In September/October 2015 partner Councils agreed to establish a new partnership structure with shared services operating from April 2016. David Neudegg was appointed Managing Director by the four councils and was tasked with establishing a senior management team for the partnership shared services structure. This report confirms the senior management structure for the partnership shared services and updates on the progress of the appointment of officers. Please note as the selection process is still underway a verbal report will be made by the MD at the meeting.				
Recommendation	<i>a) To note the appointment of officers to the shared services structures.</i>				
Implications (details at end of report)	LEGAL	FINANCIAL	RISK	EQUALITIES	SUSTAINABILITY
	NO	YES	NO	NO	NO

1. REASONS FOR RECOMMENDATIONS

To enable the Partnership Shared Services to start to operate from 1 April 2016.

2. BACKGROUND

In September/October 2015 each partner Council agreed to the creation of new shared services operating from 1st April 2016 under the governance of a Joint Committee and the appointment of the Managing Director. Following consultation on the proposed services structure five senior management roles were created to manage the new shared services.

These roles were:

- Group Manager - Revenues and Welfare Support
- Group Manager - Environmental and Regulatory Services
- Group Manager - Land, Legal & Property
- Group Manager - Customer and Business Support
- Group Manager - Go Shared Services

Four of the roles were new posts and the fifth, Group Manager - Go Shared Services was already established.

The Job Titles e.g. Group Manager and Service names e.g. Revenues and Welfare Support are still under discussion and may be subject to change.

3. RECRUITMENT

- 3.1. The four new senior management roles were made open to applicants from across the four Councils.
- 3.2. The recruitment to the new senior management roles started at the beginning of January 2016 is expected to be completed by the date of the Joint Committee meeting.
- 3.3. Prior to advertising it was agreed by the Member Governance Board that appointments would be independently evaluated within a range of between £65-75,000. This work has been completed by Hay who have recommended a spot salary of £75000 per annum inclusive of all local benefits.
- 3.4. For existing staff put at risk of redundancy this would equate to an increase in salary of approximately £5000 per annum.
- 3.5. The results of the appointment process will be reported to the Joint Committee at the meeting.

Financial	Salaries are broadly in line with Business Case and budget assumptions agreed following Hay evaluations
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BACKGROUND PAPERS

The following documents have been identified by the author of the report in accordance with section 100D.5(a) of the Local Government Act 1972 and are listed in accordance with section 100 D.1(a) for inspection by members of the public:

None identified

These documents will be available for inspection at the Council Offices, Coleford during normal office hours for a period of up to 4 years from the date of the meeting. Please contact the author of the report.



2020 PARTNERSHIP JOINT COMMITTEE CALENDAR OF MEETINGS 2016-2017

DATE	DAY	MEETING	TIME	LOCATION
2016				
12 February	Friday	2020 Partnership Joint Committee	10.00am	Forest
1 April (if req)	Friday	2020 Partnership Joint Committee	10.00am	<i>Forest</i>
17 June	Friday	2020 Partnership Joint Committee	10.00am	West Ox
1 July (if req)	Friday	2020 Partnership Joint Committee	10.00am	<i>West Ox</i>
30 September	Friday	2020 Partnership Joint Committee	10.00am	Cheltenham
28 October (if req)	Friday	2020 Partnership Joint Committee	10.00am	<i>Cheltenham</i>
16 December	Friday	2020 Partnership Joint Committee	10.00am	Cotswold
2017				
13 January (if req)	Friday	2020 Partnership Joint Committee	10.00am	<i>Cotswold</i>
10 February	Friday	2020 Partnership Joint Committee	10.00am	Forest
21 April (if req)	Friday	2020 Partnership Joint Committee	10.00am	<i>Forest</i>
16 June	Friday	2020 Partnership Joint Committee	10.00am	West Ox
14 July (if req)	Friday	2020 Partnership Joint Committee	10.00am	<i>West Ox</i>
8 September	Friday	2020 Partnership Joint Committee	10.00am	Cheltenham
13 October (if req)	Friday	2020 Partnership Joint Committee	10.00am	<i>Cheltenham</i>
8 December	Friday	2020 Partnership Joint Committee	10.00am	Cotswold

* Please note meetings will be held remotely at each location via video conference and are open to the public.

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