

Appendix 'B'

STEWARDSHIP BOARD TERMS OF REFERENCE

(As agreed at the Preston, South Ribble and Lancashire City Deal Stewardship Board Workshop held on 04/12/13).

Glossary of Terms

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| "City Deal Partners" | The Lancashire Enterprise Partnership, Lancashire County Council, Preston City Council and South Ribble Borough Council. |
| "CLG" | Department for Communities and Local Government |
| "HCA" | Homes and Communities Agency |

Composition

1. The Stewardship Board shall comprise the following Members:
 - i) The North West Executive Director of the HCA (or their nominee);
 - ii) The Chief Executive of Lancashire County Council (or their nominee);
 - iii) The Chief Executive of South Ribble Borough Council (or their nominee);
 - iv) The Chief Executive of Preston City Council (or their nominee); and
 - v) The Lancashire Enterprise Partnership's Champion for Strategic Development (or their nominee).
2. The Stewardship Board shall have the power to appoint up to 2 additional Members.

Chair

3. The North West Executive Director of the HCA (or their nominee) shall serve as Chair of the Stewardship Board ("the Chair").
4. The Chair shall not have a casting vote.

Quorum

5. The quorum for Stewardship Board meetings shall be 5. No meeting shall be quorate unless each and every Member set out in 1 above is present.
6. If within fifteen minutes from the time appointed for the holding of a City Deal Executive meeting a quorum is not present, the meeting shall be adjourned. The Secretary shall arrange for the meeting to take place within two weeks and if at that meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting the Members present shall be a quorum.

Secretary

7. Lancashire County Council's County Secretary and Solicitor (or their nominee) shall serve as the Secretary to the Stewardship Board.

Meetings

8. The Stewardship Board shall meet according to operational need.
9. Meetings shall take place at venues provided by each of the City Deal Partners and the HCA, on a rotational basis where possible.
10. An Agenda and all necessary accompanying papers shall, wherever possible, be despatched 7 days prior to each meeting.
11. The Secretary shall produce minutes of all meetings of the Stewardship Board.

Decisions in Writing

12. A resolution in writing signed by all of the members of the Stewardship Board for the time being shall be as valid and effectual as if it had been passed at a meeting of the Stewardship Board.

Duties and Responsibilities

13. The Stewardship Board has the responsibility for guiding the disposal of the assets listed in the City Deal document, in accordance with wider City Deal economic and housing growth objectives.
14. The Stewardship Board shall:
 - i) in each year, receive an annual 'City Deal Infrastructure Delivery Plan' from the City Deal Executive and utilise its content to inform the development of an annual 'City Deal Business and Disposal Plan';
 - ii) in each year, approve an annual 'City Deal Business and Disposal Plan' for submission to the HCA's National Board. As soon as the Plan is approved by the HCA it shall be submitted to the City Deal Executive for their consideration and, if thought fit, approval;
 - iii) at any time, recommend to the HCA and City Deal Executive, in turn, any amendments or additions to the annual City Deal Business and Disposal Plan;
 - iv) approve a 'Monitoring Schedule' for submission to the CLG;
 - v) at any time, recommend to the CLG any amendments or additions to the Monitoring Schedule;
 - vi) receive Monitoring Schedule progress updates on an annual basis;
 - vii) receive regular financial updates in relation to the City Deal Infrastructure Delivery Fund;
 - viii) receive regular reports on the Infrastructure Delivery Plan;
 - ix) make recommendations as it sees fit, on any matter within its remit, to the City Deal Executive, HCA, City Deal Partners, and/or CLG, including:

- x) provide DCLG with an annual delivery report (see Monitoring)

Governance Relationships

- 15. The HCA and City Deal Executive, acting unanimously, shall be responsible for agreeing and, if necessary, amending the Terms of Reference of the Stewardship Board.
- 16. The Stewardship Board shall review its Terms of Reference from time to time as and when necessary.
- 17. These Terms of Reference shall be read in conjunction with the City Deal Stewardship Board Agreement "Agreement" and Memorandum of Understanding "Memorandum". If any provisions of the Agreement or Memorandum conflict with any provisions of these Terms of Reference, these Terms of Reference shall prevail.
- 18. The Secretary shall maintain an official record of all Stewardship Board proceedings and a library of formal Stewardship Board documents.