

**WATER MANAGEMENT ALLIANCE**

# **CONSORTIUM MANAGEMENT COMMITTEE**

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## **TERMS OF REFERENCE**

**WATER MANAGEMENT ALLIANCE**

**29/03/2024**

The WMA Member Boards have delegated authority to the Consortium Management Committee to take certain decisions on their behalf, as set out in the Consortium Agreement dated 29 March 2024. These terms of reference set out the nature and extent of this decision making. They also explain how these decisions are made.

## Consortium Management Committee Terms of Reference

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## Consortium Management Committee Terms of Reference

### Role of the Joint Management Committee

The Consortium Management Committee (herein after referred to as the “CMC”) shall develop an integrated central administration for the Member Boards in order to reduce costs, increase influence and strengthen their organisations in a consortium to be known as the “Water Level Management Alliance” or such other name as may be agreed from time to time by all of the Member Boards, on the terms set out in the Consortium Agreement dated 29 March 2024.

### Delegated authority from the Member Boards

The Member Boards have delegated authority to the Consortium Management Committee by statutory resolution to take the following decisions, in accordance with the Consortium Agreement dated 29 March 2024, subject always to the exceptions reserved to each Board in its schedule of reserved matters. For the avoidance of doubt as to whether the Member Boards have the statutory power to share administrative, professional or technical services, express powers have been afforded to IDBs by virtue of section 11(5) of the Land Drainage Act 1991, following enactment of the Flood and Water Management Act in 2010:

1. To control and direct the Shared Employees<sup>1</sup>, who provide administrative and technical support services to the Boards, and deal with all employment issues relating to the Shared Employees.
2. To empower the jointly appointed Chief Executive Officer to manage the Other Shared Employees and Other Employees on behalf of the Boards, as defined in the Consortium Agreement.
3. To administer and procure contracts for services which the Boards receive, as members of the Water Management Alliance Consortium.
4. To manage shared assets, as defined in the Consortium Agreement (which, for the avoidance of doubt excludes the offices at Marsh Reeves, Pierpoint House, Kettlewell House and Martham).

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<sup>1</sup> Those employees who are shared with other WMA Member Boards, as defined in the Consortium Agreement.

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5. To duly authorise each Board's two representatives on this Joint Committee to take decisions on their behalf, as mandated from time to time by the Boards.
6. To take decisions on any related matter that the Boards may reasonably determine from time to time by resolution, subject to the exceptions reserved to the Boards in their schedule of reserved matters.
7. To have responsibility for Standards for the IDB Member Boards under the Code of Conduct for Members (the Code of Conduct) and in accordance with the Arrangements for Dealing with Complaints under the Code of Conduct (The Arrangements) as follows:
  1. To promote and maintain high standards of conduct by elected members and local authority members of the IDB Member Boards and to make recommendations for improving standards.
  2. To monitor and assess the operation and effectiveness of the Code of Conduct and to review and manage the Arrangements for dealing with Code of Conduct complaints as necessary.
  3. To arrange to advise and train the members of the IDB Member Boards as necessary on matters relating to the Code of Conduct and the Arrangements.
  4. To arrange for the monitoring and review of the procedures for the Register of Members Interests and for declaring gifts and hospitality.
  5. To receive periodic reports from the Governance Advisor on the number and nature of complaints received and the outcomes.

## Membership of the Committee

The CMC shall comprise two representatives from each Member Board:

Broads (2006) IDB: 2  
East Suffolk WMB: 2  
King's Lynn IDB: 2  
Norfolk Rivers IDB: 2  
Pevensey and Cuckmere WLMB: 2  
South Holland IDB: 2  
Waveney, Lower Yare & Lothingland IDB: 2

Each Member Board shall elect from its membership its representatives to serve on the CMC for a term of three years commencing 1 April 2024 and tri-annually thereafter. Member Boards can

## **Consortium Management Committee Terms of Reference**

remove their representatives serving on the CMC and appoint new representatives at any time by resolution of the Member Board (but so that the total number of any Member Board's representatives shall not exceed two [plus one substitute] at any one time). Notice of such appointment or removal shall be given in writing to the CMC and will take effect upon receipt at the Central Office.

All representatives shall be eligible for re-election at the end of any three-year term.

Any casual vacancy that arises among the representatives shall be filled by the appropriate Member Board as soon as practicable after the occurrence of the vacancy and notice in writing of such appointment shall be given to the CMC at the Central Office.

### **Chair and Vice-Chair of the Committee**

The representatives on the CMC shall elect from their number a Chair and Vice Chair who shall hold office for a period of three years from 1 April in each year.

The position of Chairman shall rotate between the Member Boards every 3 years, unless otherwise agreed by the CMC.

The Vice Chair shall act as Chair when the Chair is unable to attend a CMC meeting or is otherwise unable to represent the CMC.

If any casual vacancy occurs in the office of Chair, the Committee shall as soon as it conveniently can after the occurrence of such a vacancy, choose someone of their number to fill such vacancy.

If the Chair of the Committee is not present at a Committee meeting, the Members of the Committee shall elect someone of their number to be Chair of the meeting.

### **Voting entitlement**

Notwithstanding that each Member Board may have two representatives each Member Board (and therefore its representatives collectively) shall have one vote and only those decisions where at least 5 out of the 7 Member Boards vote in favour of the motion shall be binding on all of the Member Boards (the Chair shall not have a casting vote).



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If the representatives of a Member Board cannot agree on how to cast their vote, then such Member Board shall have rendered itself incapable of voting on the issue and will be deemed to have abstained.

The Member Boards (and therefore their representatives) cannot vote by proxy.

### **Quorum**

No business shall be transacted at any meeting of the CMC unless at least one representative from any five Member Boards is present. Each Member Board shall procure that at least one of its representatives shall attend every meeting of the CMC.

### **Number of meetings per year**

The representatives on the CMC shall meet at such dates and times as they decide but at least four meetings shall be held annually (the "Scheduled Meetings"). Additional meetings can be convened by any one of the Member Boards, the CMC Chair, the CMC Vice Chair, or the Chief Executive (the "Special Meetings").

All members physically attending meetings of the Committee shall sign an attendance register.

### **Notice, Minutes and Meeting Reports**

A minimum of twenty-one days' notice shall be given in writing in advance of all Scheduled Meetings, and an agenda shall be provided at least seven days before each meeting, written minutes of the previous Committee meeting and whenever possible the relevant reports to be considered.

A minimum of forty-eight hours notice shall be given in writing in advance of all Special Meetings, which will also include an agenda for each meeting.

All proposals of a financial nature shall appear on the agenda for meetings of the Committee.



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All notices, agenda, minutes and meeting reports shall be sent to the representatives of the Committee electronically unless otherwise requested.

At every meeting of the Committee the minutes of the previous meeting and any financial statements submitted at the previous meeting shall be taken as a true record subject to the correction of any mistakes omissions or inaccuracies, and the signature of the Committee Chair shall be affixed thereto as confirming the same.

The minutes of all meetings of the CMC shall be recorded in writing and sent to each representative and each member of each Member Board together with any reports referred to in the minutes.

### **Attendance of Officers at Meetings**

The Chief Executive shall always attend the Committee's Scheduled Meetings. However, if he/she is unable to attend, their absence will not by itself invalidate the proceedings of such meetings.

### **Venue for meetings**

All meetings of the Committee shall take place at the group's Central Office unless otherwise determined by the CMC Chair. Virtual and Hybrid meetings are permitted.