

WMS Pension Joint Committee – Principles of the Joint Agreement

Purpose

1. Shropshire Council, the County Of Herefordshire District Council, Worcestershire County Council and the Borough Of Telford & Wrekin (“the Member Authorities) have established an executive joint committee known as the WMS Pension Joint Committee for the purpose of discharging the functions relating to the Member Authorities’ liabilities to the Shropshire County Pension Fund (SCPF) in respect of the pension deficit and liabilities allocated to the employer body within the SCPF known as WMS Pension.
2. WMS Pension Joint Committee is a joint committee of the executives of the Member Authorities established further to section 101(5) of the Local Government Act 1972, section 9EB of Part 1A, Chapter 2 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012.

Governance Arrangements

3. The Member Authorities have agreed that the Member Authority appointed as the ‘Lead Authority’ for the purposes of the West Mercia Energy Joint Committee shall be the Lead Authority for the WMS Pension Joint Committee with responsibility for the administration of this Joint Committee (and whose relevant standing orders shall apply), including appointing from its officers a Secretary and a Treasurer to undertake the roles set out below. The Secretary and Treasurer shall liaise with the monitoring officers and section 151 Officers of the Member Authorities to enable those officers to comply with their responsibilities under Section 5 of the Local Government and Housing Act 1989 and Section 151 of the Local Government Act 1972.
4. The responsibilities of the Secretary shall be as follows:
 - 4.1. to make all necessary arrangements for the publication of forthcoming decisions, convening of meetings of the Joint Committee and any Sub-Committees, to ensure that the meetings and decision making of the Joint Committee are undertaken in accordance with legal requirements;
 - 4.2. to provide, or, where necessary, procure the provision of, all necessary legal advice on matters under consideration by the Joint Committee or relevant to the Committee’s functions;
 - 4.3. to arrange for the taking and maintenance of minutes of meetings of the Joint Committee and any Sub-Committees, the publication of any resulting decisions and ensure that the business of the Joint Committee at its meetings is conducted in accordance with legal requirements;
 - 4.4. to manage and co-ordinate the day-to-day affairs of the Joint Committee and its administrative support.
5. The responsibilities of the Treasurer shall be as follows:

- 5.1. to provide financial advice and information to the Joint Committee;
 - 5.2. to keep proper accounts of the monies received and expended by the Joint Committee;
 - 5.3. the calculation and apportionment of liabilities of the Member Authorities which shall be apportioned in equal shares;
 - 5.4. to arrange any appropriate audit requirements in respect of the Joint Committee;
 - 5.5. to prepare and present such financial reports or other financial information as may be required by the Joint Committee to properly discharge their functions.
6. The Member Authorities shall be jointly liable in equal shares and shall indemnify the Lead Authority for the liabilities of the WMS Pension Joint Committee in respect of all claims, liabilities and costs incurred by the Lead Authority in fulfilling the obligations of the WMS Pension Joint Committee.

Membership

7. Each Member Authority shall be entitled to appoint two of their Executive Elected Members to serve on the Joint Committee until they cease to be an Executive Elected member or unless earlier replaced by the appointing Member Authority. The appointed members shall wherever possible be aligned with the Member Authority's appointments to the West Mercia Energy Joint Committee.
8. A substitute member shall only be entitled to attend, speak and vote as if an ordinary member of the Joint Committee where, at least one clear working day prior to the date of the meeting, notice has been given to the Secretary that:
 - 8.1. it is impracticable for the named ordinary member of the Joint Committee to attend a specified meeting;
 - 8.2. the named substitute member will attend in place of their named ordinary members; and
 - 8.3. the named substitute member is also an Executive Elected Member
9. Each Joint Committee Member shall observe and comply with the provisions of the Code of Conduct for elected members adopted by their appointing Member Authority ("Code of Conduct"). Where a Joint Committee Member attends a meeting of the Joint Committee they must declare any disclosable pecuniary and other interests as required by their Code of Conduct either at the start of the meeting, or otherwise as soon as the interest becomes apparent in the course of the meeting.

Meetings and Voting

10. The Joint Committee shall meet at least annually in February of each year on the same date as the WME Joint Committee meeting, unless the Joint Committee shall agree that further meetings are required at such time or times as shall be deemed necessary by the Joint Committee. A Special Meeting may be requisitioned by the Chief Executive of a Member Authority, such requisition to set out the business to be transacted at the meeting and to be delivered to the Secretary of the Joint Committee in normal circumstances at least ten clear working days prior to the date of the meeting and the Secretary shall undertake the relevant publication of notices and documents relating to the Special Meeting. Where it is certified that the business to be transacted is urgent business the time limit for delivery of such requisition may be waived by the Secretary of the Joint Committee following consultation with the Chair

of the Joint Committee. Wherever possible any additional meetings shall be held on the same date as a meeting of the WME Joint Committee.

11. At the meeting in February and thereafter every year at the meeting in February the Joint Committee shall elect by majority vote one of their members to be Chair for the ensuing 12 month period and another member to be Vice-Chair for the same term. The Chair and Vice-Chair shall not be from the same Member Authority.
12. The quorum of the Joint Committee shall be two members from at least two separate member authorities
13. Any Joint Committee Members who are absent from meetings of the Joint Committee for three consecutive meetings (unless excused by the Joint Committee) or who communicate in writing to the Secretary to the Joint Committee a wish to resign shall thereupon cease to be Joint Committee Members. The Secretary shall notify the relevant Member Authority and invite them to appoint replacement Joint Committee Members.
14. Wherever the Member Authorities have the power to decide any matter by majority vote then each Member Authority shall have such number of votes as that Member Authority has representatives (or an entitlement to representatives) on the Joint Committee. Any question coming before the Joint Committee shall be decided by a simple majority of those present and voting the Chair having the casting vote in the event of an equality of votes in addition to his/her vote as a member of the Committee.
15. Each Member Authority shall defray the expenses of their own respective Joint Committee Members.
16. The Secretary shall undertake the publication of notices of meetings and accompanying documents and conduct the Joint Committee's meetings in accordance with the 'Access to Information Procedure Rules' as contained within the Lead Authority's constitution ensuring compliance with the Local Government Act 2000 and Local Authorities (Executive Arrangements) Meetings and Access to Information) (England) Regulations 2012.
17. Should an individual Member Authority wish to terminate their membership of the Joint Committee they may serve at least [3] months written notice of termination to take effect at the end of the financial year in which it is served ("the Notice") to the Chief Executives of the other Member Authorities.
18. Where an individual Member Authority has served the Notice of termination ("the Exiting Authority"), the Treasurer shall assess the liabilities of the Joint Committee as they exist at the date of termination of the Exiting Authority's membership of the Joint Committee. Upon exit, the Exiting Authority shall be liable for an equal share of any liabilities of the Joint Committee incurred up to the date of their exit, irrespective of whether the liability is claimed prior to or after the date of exit and the Treasurer shall calculate any amount due from the Exiting Authority as at the date of exit of the Exiting Authority.
19. Where the Joint Committee requests a payment from the Exiting Authority for a contribution to its liabilities, the Exiting Authority shall make the relevant payment within 20 days of receipt of the request.