

## **Cabinet – 16 July 2008**

### **WBSP Constitution and Accountable Body Agreement**

**Portfolio:** Councillor John O'Hare

**Service:** Walsall Partnership

**Wards:** All

**Key Decision:** Yes

**Forward Plan:** Yes

#### **1. Summary of Report**

To request Cabinet approve and adopt the Walsall Partnership's (formerly Walsall Borough Strategic Partnership) Constitution and Accountable Body Agreement.

#### **2. Recommendations**

That Cabinet approve and adopt the Walsall Partnership's Constitution and Accountable Body Agreement.

#### **3. Background Information**

- 3.1 As part of the governance arrangements of the Walsall Partnership Constitution and Accountable Body Agreement, both the WP Board and Walsall Council's Cabinet are required to formally approve and adopt both policies.
- 3.2 Both policies will be presented to the Walsall Partnership Board at its Annual General Meeting on 15 July 2008.
- 3.3 Both policies have been presented, in draft format, to both the Board and Executive Committee requesting amendments / comments.

#### **4. Resource Considerations**

##### **4.1 Financial:**

None.

**4.2 Legal:**

None.

**4.3 Staffing:**

None.

**5. Citizen Impact**

None.

**6. Community Safety**

None.

**7. Environmental Impact**

None.

**8. Performance and Risk Management Issues**

**8.1 Risk:**

8.1.1 If Cabinet does not adopt either the WBSP's Constitution or Accountable Body Agreement, the WBSP will not be able to continue to operate as it would be outside of its governance arrangements and unable to take any decisions.

**8.2 Performance Management:**

None.

**9. Equality Implications**

None.

**10. Consultation**

None.

**Background Papers:**

- Walsall Partnership Constitution
- Walsall Partnership Accountable Body Agreement

**Author:**

Jo Lowndes

WBSP Partnership and Performance Manager

☎ 654714

✉ [lowndesj@walsall.gov.uk](mailto:lowndesj@walsall.gov.uk)

A handwritten signature in blue ink, appearing to read 'Tim Johnson', followed by a vertical line.

Tim Johnson  
Executive Director  
23 June 2008

A handwritten signature in blue ink, appearing to read 'John O'Hare', followed by a small dot.

Councillor John O'Hare  
Portfolio holder  
23 June 2008



# Constitution for the Walsall Partnership

[This is a confidential draft of a possible constitution and is not for publication or general circulation.]

More information is available from Steve Osborne on 01922 652920 or [OsborneS@Walsall.gov.uk](mailto:OsborneS@Walsall.gov.uk)

The document has been based upon the previous constitution of Walsall Borough Strategic Partnership (now known as the Walsall Partnership [WP]) and terms of reference of the Local Neighbourhood Partnerships. The views expressed in this document do not necessarily represent those of the author, who has acted only to assist the WP.

This document should not be read as conferring approval of Walsall Council's Internal Audit Service or of its Legal Services officers.]

This document currently has no authority and should not be construed at this time as being the policy of Walsall MBC, the Walsall Partnership, or any other organisation.

References to Local Neighbourhood Partnerships are included.

15 July 2008

## CONTENTS

<b>1. NAME.....</b>	<b>3</b>
<b>2. CONSTITUTION .....</b>	<b>3</b>
2.1. Approval .....	3
2.2. Amendments.....	3
<b>3. OBJECTIVES.....</b>	<b>3</b>
<b>4. STRUCTURE OF PARTNERSHIP AND SUPPORT TEAM.....</b>	<b>3</b>
4.1. The Partnership .....	3
4.2. The Partnership Director .....	3
4.3. The Support Team.....	3
<b>5. LEGAL FRAMEWORK.....</b>	<b>3</b>
5.1. General.....	3
5.2. Status .....	3
<b>6. MEMBERSHIP .....</b>	<b>3</b>
6.1. Membership of the Partnership Board .....	3
6.2. Membership of the Executive Committee .....	3
6.3. Membership of Pillar Executive, Pillar and Thematic Groups .....	3
6.4. Specialist Assistance.....	3
<b>7. ROLES AND RESPONSIBILITIES .....</b>	<b>3</b>
7.1. Partnership Board.....	3
7.2. Executive Committee.....	3
7.3. Pillar Executive, Pillar and Thematic Groups.....	3
7.4. Walsall Council's Role and Responsibility.....	3
7.5. Duties of all Members of the Partnership .....	3

<b>8. MEETINGS .....</b>	<b>3</b>
8.1. The Annual General Meeting.....	3
8.2. Special General Meeting.....	3
8.3. Partnership Board Meetings.....	3
8.4. Executive Committee Meetings .....	3
8.5. Meetings of the Pillar Executive, Pillar and Thematic Groups.....	3
8.6. Election of Chairperson and Vice Chairperson .....	3
8.7. Decision Making .....	3
8.8. Minutes of Meetings.....	3
8.9. Inquorate Meetings.....	3
<b>9. FINANCIAL MATTERS.....</b>	<b>3</b>
<b>10. URGENCY PROCEDURE .....</b>	<b>3</b>
<b>APPENDICES.....</b>	<b>3</b>
<b>1. MEANING OF TERMS USED .....</b>	<b>3</b>
<b>2. MEMBERSHIP .....</b>	<b>3</b>
2.1. Partnership Board.....	3
2.2. Executive Committee.....	3
2.3. Pillar Executive Group and Pillar Groups.....	3
2.4. Thematic Groups .....	3
<b>3. LOCAL NEIGHBOURHOOD PARTNERSHIPS.....</b>	<b>3</b>
3.1. Name .....	3
3.2. Remit .....	3
3.3. Objectives .....	3
3.4. Membership .....	3
3.5. Duties of all Members.....	3

3.6.	Chairing of Meetings.....	31
3.7.	Specialist Assistance.....	3
3.8.	Meetings.....	3
3.9.	Minutes of Meetings.....	3
3.10.	Inclusion of items on the agenda.....	3
3.11.	Decision Making.....	3
3.12.	Inquorate Meetings.....	3
3.13.	Public participation .....	3
4.	<b>WP MEMBERS' INTERESTS.....</b>	<b>3</b>
4.1.	Personal Interests .....	3
4.2.	Disclosure of Personal Interests .....	3
4.3.	Prejudicial Interests .....	3
4.4.	Participation in relation to disclosed interests .....	3
5.	<b>WP EXEMPT INFORMATION/PRIVATE MEETINGS .....</b>	<b>3</b>
5.1.	Descriptions of Exempt Information: England.....	3
5.2.	Qualifications: England.....	3
5.3.	Interpretation: England.....	3
6.	<b>EXECUTIVE COMMITTEE - Terms of Reference .....</b>	<b>39</b>
7.	<b>PILLAR EXECUTIVE GROUP - Terms of Reference .....</b>	<b>42</b>
8.	<b>PILLAR GROUP - Terms of Reference.....</b>	<b>44</b>

## **1. Name**

1. The local strategic partnership for the Walsall Borough shall be known as “The Walsall Partnership” (the Partnership).

## **2. Constitution**

### **2.1. Approval**

1. This constitution shall come into effect when it has been;
  - a) Agreed by the Partnership’s Annual General Meeting, and
  - b) Ratified by a resolution of the cabinet of Walsall Council.
2. The constitution shall remain in force until it is amended by the Partnership, suspended, or revoked by law or under written ministerial advice.

### **2.2. Amendments**

1. This constitution may be amended by a resolution passed by a two-thirds majority of members of the Partnership or their nominated substitutes present and voting at either;
  - a) The Partnership’s Annual General Meeting, or
  - b) A Special General Meeting called for the purpose.
2. Any proposed amendments must appear as a separate item on the agenda setting out the changes proposed.
3. All members of the Partnership Board shall be consulted before any proposed amendment to the constitution is discussed or any decision made.
4. Amendments to the constitution shall only take effect following approval by:
  - a) The Annual General Meeting or Special General Meeting of the Partnership Board, and
  - b) Ratification by the Council’s chief executive on behalf of the Accountable Body.



### **3. Objectives**

1. The Partnership Board shall act in accordance with this constitution to further its aims, which shall include but not be limited to;
  - a) Contributing to the achievement of national targets set by central government for the removal of deprivation,
  - b) Improving the quality, economy, efficiency and effectiveness of services delivered by and through local agencies to all the people living and working within the borough of Walsall,
  - c) Improving the social, economic and environmental sustainability, health and well-being of the borough of Walsall and its inhabitants,
  - d) Contributing to the achievement of sustainable development within the borough of Walsall and throughout the United Kingdom,
  - e) Securing a high level of sustainable employment, better education, improved health, reduced crime, better housing and improved liveability,
  - f) Closing the gap between the deprived and prosperous neighbourhoods within the borough of Walsall,
  - g) Improving the use of existing resources from mainstream and all other available budgets, and
  - h) Focusing the provision of services and activities provided by public and private bodies operating within the borough of Walsall on the needs of areas which are traditionally excluded or receive less favourable treatment,
2. The Partnership Board will seek, in accordance with the requirements of this constitution, to fulfil these aims by undertaking a number of actions, including but not limited to;
  - a) Preparing, implementing and refreshing a Sustainable Community Strategy for the borough of Walsall,
  - b) Supporting the work of Local Neighbourhood Partnerships,
  - c) Providing a forum through which mainstream public service providers may work effectively along with the community and voluntary and business, sectors in order to meet local needs and priorities,
  - d) Prioritising and rationalising mainstream public service providers' local plans, and initiatives around the Partnership's key themes,
  - e) Negotiating with central government a Local Area Agreement which represents the priorities of Walsall Council and other key Partners,

- f) Promoting and supporting the values and principles of the Walsall Compact throughout the whole range of the Partnership's activities, reviewing these on an annual basis,
- g) Developing a variety of means by which to consult and to work with local people including, but not limited to;
  - (i) Faith based groups,
  - (ii) Minority ethnic groups,
  - (iii) People with disabilities and impairments,
  - (iv) People of all ages and sexual orientation,
  - (v) Groups representing people with special interests, and
  - (vi) Groups representing particular neighbourhoods,
- h) Building a common purpose and shared commitment so as to co-ordinate Partners' activities,
- i) Developing and publicising common aims and priorities to promote a positive image of Walsall,
- j) Sharing local information and good practice,
- k) Identifying, encouraging and supporting effective local initiatives,
- l) Developing a performance management framework, linking the National Indicator Set Local Area Agreement Targets and Performance Indicators,
- m) Developing a performance management framework under which to review the Sustainable Community Strategy objectives, Local Area Agreement outcomes, targets and other performance indicators, and
- n) Promoting the work of the partners and the Partnership within the Black Country sub region, the West Midlands and beyond.

#### **4. Structure of Partnership and Support Team**

##### **4.1. The Partnership**

- 1. The partnership shall be made up of;
  - a) The Partnership Board,
  - b) The Executive Committee,
  - c) Pillar Executive Groups,
  - d) Pillar Groups incorporating the Thematic Groups,
  - e) Such other groups as may be constituted by the Partnership Board, and
  - f) The nine Local Neighbourhood Partnerships.

#### **4.2. The Partnership Director**

1. Walsall Council, in agreement with the Partnership Board, shall appoint a Partnership Director who shall act as the Partnership's chief executive officer and shall;
  - a) Be employed by Walsall Council unless agreed otherwise by Walsall Council,
  - b) Undertake the duties agreed by the Partnership Board,
  - c) Provide day-to-day supervision of the Support Team,
  - d) Report to the Partnership Board and the Executive Committee, and
  - e) Attend meetings of the Partnership Board, Executive Committee and other sub-groups of the partnership.

#### **4.3. The Support Team**

1. The Partnership shall be served by a Support Team provided and employed by Walsall Council. The Support Team's duties shall include;
  - a) Providing administrative and secretarial support to the Partnership,
  - b) Making payments and receiving income on the Partnership's behalf and in accordance with the requirements of the Accountable Body,
  - c) Providing advice and guidance to the Partnership, and to all those who use its services,
  - d) Communicating the objectives, policies and decisions of the Partnership to the people of Walsall,
  - e) Arranging for audit of the Partnership's funds and oversight of its work,
  - f) Servicing meetings of the Partnership Board, supported by Constitutional Services, and the Executive Committee
  - g) Liaison with the nine Local Neighbourhood Partnerships and with Walsall Council officers who support those groups, and
  - h) Servicing and providing assistance to groups identified at section 4.1 on page 3 of this constitution or as required by the Partnership Director.

### **5. Legal Framework**

#### **5.1. General**

1. The Partnership is established pursuant to Government guidance on Local Strategic Partnerships (LSPs).
2. The Partnership will respond as necessary to any new or amended legislation, further government guidance, or new initiatives impacting upon its areas of responsibility or functions.

3. The Partnership's members and officers shall at all times conduct its business in accordance with requirements of:
  - a) European and United Kingdom law,
  - b) Specific ministerial guidance,
  - c) This constitution, and
  - d) Resolutions of the Partnership Board and Executive Committee.

## **5.2. Status**

1. The Walsall Partnership is an unincorporated association.
2. Neither the Partnership Board, the Executive Committee nor any other group within the Partnership shall be described as or hold itself out to be a committee of Walsall Council, nor shall it purport to represent the views of Walsall Council.
3. The Partnership shall not contract in its own right. All contracts and agreements between the Partnership and other organisations shall be entered into by the Accountable Body unless it is agreed by the Partnership Board that the contract is made in the name of some other member.
4. Other members of the Partnership may act in their individual capacities on the Partnership's behalf providing that such action has been agreed by the Partnership Board and that it does not;
  - a) Break the terms of that member's constitutional or legal right to act, or
  - b) Contravene requirements made upon Walsall Council as Accountable Body for the Partnership, or
  - c) Break the conditions of a grantor or grantors.

## **6. Membership**

### **6.1. Membership of the Partnership Board**

1. Membership of the Partnership Board shall be made up of two types:
  - a) Chief Executive Officers from each of the organisations listed in Section 2.1 on page 3 of this constitution, and
  - b) Co-opted members appointed by the Board
2. The Partnership Board shall approve its own membership. Only the Partnership Board shall hold authority to nominate or co-opt new or additional members or organisations.
3. The name of each person who is to sit on the Partnership Board and that of the nominated deputy shall be made known in writing to the Partnership Director, who shall be informed of all changes.

## **6.2. Membership of the Executive Committee**

1. Membership of the Executive Committee shall be open to;
  - a) Named officers of those organisations/groups listed in Section 2.2 on page 27 of this constitution, and
  - b) Any other persons who the Partnership Board resolves shall join the Executive Committee for such time as it may prescribe.
2. Upon appointment, each member of the Executive Committee shall designate a named deputy to attend meetings in their absence. Named deputies shall;
  - a) Hold similar status and authority to that of the Executive Committee member they will represent,
  - b) Be able to speak and make decisions on behalf of the organisation they represent,
  - c) Be familiar with the business of the Executive Committee, and
  - d) Have been properly briefed prior to attending the Executive Committee's meetings.
3. A member of the Executive Committee, or nominated deputy, who is unable to attend any of its meetings, shall provide apologies to the chairperson in advance of the meeting.

## **6.3. Membership of Pillar Executive, Pillar and Thematic Groups**

1. Each of the four Pillars of the Partnership's work shall be represented by both a Pillar Executive Group and a Pillar group.
2. A Thematic Group shall represent a Theme of the Partnership's work.
3. Membership of each Pillar Executive, Pillar and Thematic Group shall include;
  - a) Representatives of those organisations named in Sections 2.3 on page 3 of this constitution who have any interest in the work of the particular Pillar, and
  - b) Any other persons who the Executive Committee resolves shall join one or more Pillar Group.

## **6.4. Specialist Assistance**

1. Specialist advisors may be asked to attend meetings of the Partnership Board, the Executive Committee or any of the Pillar Groups. They shall;
  - a) Inform debate, and
  - b) Assist members in the making of decisions.

2. Specialist advisors shall attend meetings only in an advisory capacity and shall not have a vote or any right other than to be heard.
3. Where the Partnership Board wishes to appoint a specialist advisor on whose professional judgement it intends to rely, the appointment will be made by the Accountable Body following agreement with the Executive Committee.

## **7. Roles and Responsibilities**

### **7.1. Partnership Board**

1. The Partnership Board shall;
  - a) Hold meetings on a bi-monthly basis, which shall be controlled by the Chairperson or Vice-chairperson of the Partnership,
  - b) Provide leadership and direction to the Partnership as a whole,
  - c) Approve and review the Partnership's policy and strategic framework, including the business plan,
  - d) Ratify, annually, the Partnership's framework for commissioning,
  - e) Ratify the Partnership's annual budget, including that for the maintenance of the Support Team, for each financial year,
  - f) Be notified of any Partnership claims for existing grants and any applications for further or additional funding,
  - g) Monitor performance management at the level of overall outcomes of activity, and take appropriate action,
  - h) Agree the Sustainable Community Strategy, and recommend accordingly to the Council, which shall be the key policy driver for all members of the Partnership,
  - i) Set overall priorities for the Partnership's annual work programme and delivery structure,
  - j) Appoint, and where appropriate alter, membership of the Executive Committee,
  - k) Provide terms of reference to the Executive Committee, Pillar Executive Groups and Pillar Groups, and direct their work,
  - l) Set the date for the Partnership's Annual General Meeting,
  - m) Recommend, where appropriate, changes to the Partnership's constitution to be discussed at its Annual General Meeting,
  - n) Inform the Annual General Meeting of the Partnership's activities, impact and financial position,
  - o) Promote the work of the Partnership in Walsall, the Black Country, the West Midlands and beyond,

- p) Approve the Local Area Agreement including any 'refreshers' or changes,
- q) Seek, receive, and resolve whether to take action upon progress and other reports from each Local Neighbourhood Partnership,
- r) Be involved in the recruitment and selection process of the Partnership Director, led by Walsall Council, and
- s) Report to the Executive Committee on the Partnership Board's activities.
- t) Approve the establishment and structure of the Support Team,
- u) Approve the Support Team budget in accordance with grantors' regulations and Walsall Council's budget setting process prior to commencement of each financial year, and at such time so as to allow for ratification by the Partnership Board and the Accountable Body,

## **7.2. Executive Committee**

1. The Executive Committee shall;
  - a) Undertake its work within the terms of this constitution and the terms of reference approved by the Partnership Board,
  - b) Hold meetings on at least a bi-monthly basis, ensuring that there shall be one meeting within any period of eight weeks,
  - c) Appoint a Chairperson and Vice Chairperson to take charge at these meetings and to act as the Executive Committee's representatives,
  - d) Be informed of, and where appropriate alter, membership of the Pillar Executive Groups and Pillar Groups,
  - e) Oversee development and approval of detailed work programmes and Commissions forming the delivery structure, ensuring that;
    - (i) Priorities are identified,
    - (ii) Available resources identified and allocated, and
    - (iii) Achievable targets are set,
  - f) Receive performance information from Pillar Executive Groups and take appropriate action.
  - g) Ensure that 'cross cutting' issues are achieved through the commissioning process,
  - h) Receive, and where considered appropriate, approve Pillar Executives' recommendations for programmes/commissions and refer those recommendations to Walsall Council's Cabinet for approval,
  - i) Report to the Partnership Board on the Executive Committee's activities and decisions.

### **7.3. Pillar Executive, Pillar and Thematic Groups**

1. The Pillar Executive Group will:
  - a) Undertake its work within the terms of this constitution and the terms of reference approved by the Partnership Board,
  - b) Ensure that programmes of work are developed and prioritised within available resources to achieve the objectives of:
    - (i) The Sustainable Community Strategy,
    - (ii) The Local Area Agreement, and
    - (iii) Partners' strategic objectives.
  - c) Review existing services to reduce duplication and increase efficiency,
  - d) Ensure criteria for the award of commissions are met,
  - e) Appoint a Chairperson and Vice Chairperson to take charge at its meetings and to act as each group's representatives,
  - f) Oversee work programmes agreed for the Pillar, ensuring these are prioritised towards achieving agreed targets,
  - g) Identify potential commissions and put these forward to the Executive Committee for its approval,
  - h) Ensure commissioned work conforms to the Accountable Body's requirements,
  - i) Oversee the performance management of their respective Pillar, and
  - j) Report their activities to the Executive Committee and the Partnership Board.
2. Each Pillar Group will:
  - a) Undertake its work within the terms of this constitution and the terms of reference approved by the Partnership Board,
  - b) Appoint a Chairperson and Vice Chairperson to take charge at its meetings and to act as each group's representatives,
  - c) Develop and prioritise programmes of work within their Pillar to ensure that each is in line with;
    - (i) The Sustainable Community Strategy,
    - (ii) The Local Area Agreement, and
    - (iii) Partners' strategic objectives.
  - d) Report to the Pillar Executive Group upon development and delivery of all commissions, plans and programmes under their control,
  - e) Provide support to work programmes within their Pillar and ensure that these are reaching their agreed milestones,



- f) Suggest and develop, in conjunction with the relevant Pillar Executive Group, cross-cutting activities to further the Partnership's work, and
  - g) Ensure compliance with the Partnership's performance management framework.
3. Each Thematic Group will:
- a) Undertake its work within the terms of this constitution and any terms of reference approved by the Partnership Board,
  - b) Appoint a Chairperson and Vice Chairperson to take charge at its meetings and to act as each group's representatives,
  - c) Examine programmes of work undertaken by Pillar Executive Group wherever these relate to their theme,
  - d) Suggest and develop, in conjunction with the relevant Pillar Executive Group, cross-cutting activities to help further the Partnership's work within the Thematic Group's area, and
  - e) Ensure compliance with the Partnership's performance management framework.

#### **7.4. Walsall Council's Role and Responsibility**

- 1. The Walsall Metropolitan Borough Council (Walsall Council) shall be a member of the Partnership and act as the lead partner.
- 2. Walsall Council shall act as the Accountable Body for the Partnership in accordance with the requirements of the Accountable Body Agreement.
- 3. The Council shall;
  - a) Provide an administrative, accounting and internal audit service
  - b) Have custody of any funds delegated to the Partnership,
  - c) Enter into all contracts and agreements between the Partnership and other organisations, except where agreed otherwise by the Partnership Board,
  - d) Offer legal advice, and
  - e) Act as Clerk to the Partnership Board.
- 4. Walsall Council shall put into effect the resolutions of the Partnership Board and Executive Committee. It shall refrain from effecting such decisions where its officers have reasonable belief that to do so would be;
  - a) In breach of EU law, UK law or a grantor's conditions,
  - b) Contrary to Council policy, or
  - c) Against the public interest.

## **7.5. Duties of all Members of the Partnership**

1. Each member of the Partnership shall:
  - a) Contribute positively to discussions and work with other members to take important decisions leading to decisive action regarding the strategic development of Walsall,
  - b) Work with other partners to achieve consensus on key issues to address and prioritise action,
  - c) Act to promote the common good of the people of Walsall, the Partnership's Pillars and its Thematic groups,
  - d) Contribute experience and expertise to all discussions in order to achieve good, workable solutions. This will include raising areas of concern in a constructive and supportive manner,
  - e) Attend all Partnership Board meetings, except where there are exceptional circumstances, where the nominated deputy will attend,
  - f) Challenge other members, and in turn be challenged in a constructive manner to develop services to benefit the citizens of Walsall, and
  - g) Be committed to equal opportunities.

## **8. Meetings**

### **8.1. The Annual General Meeting**

1. The Partnership Board shall hold an Annual General Meeting, which shall take place no later than the July following the end of each financial year, on a date to be fixed by the Partnership Board.
2. The Partnership Board shall call the meeting and notify all of its members in writing at least five clear working days before the date set.
3. The business of the Annual General Meeting shall be restricted to:
  - a) Receiving apologies from Members who are unable to attend
  - b) Accepting any declarations of interest,
  - c) Electing both a chairperson and vice chairpersons, in accordance with the procedure set out at Section 8.6 of this constitution, who shall serve the Annual General Meeting and preside at meetings of the Partnership Board for a period of up to two years,
  - d) Approving any items to be discussed under Any Other Business, providing this will not disadvantage any partner,
  - e) Receiving, and if considered appropriate, approving the annual Financial Report,
  - f) Receiving, and if considered appropriate, approving the Partnership Director's Report,

- g) Approving the continued establishment of each Local Neighbourhood Partnership, until the next Annual General Meeting
  - h) Nominating to each Local Neighbourhood Partnership partners as specified in Section 3 of this constitution,
  - i) Discussing and resolving any matters which have been circulated to each of the Partners along with the summons to the Annual General Meeting, and
  - j) Discussing and resolving any matters, which the meeting has agreed shall be discussed under Any Other Business.
- 4. Every member of the Partnership Board or, in his or her absence a named substitute, shall have the right to voice an opinion at the Annual General Meeting and to vote upon any item.
  - 5. Any member of the Partnership who has declared a prejudicial interest in any matter shall neither express an opinion nor vote upon that matter, but may be called by the chairperson to provide information.
  - 6. A quorum of four members or their substitutes must be present to enable the Annual General Meeting to reach any decision. If a quorum is not present ten minutes after the time set for the meeting to begin, the meeting shall be postponed to a date to be set by the Partnership Board.

## **8.2. Special General Meeting**

- 1. A Special General Meeting may be called by the Partnership Board or the Partnership Director following;
  - a) Resolution of the Partnership Board, or
  - b) Receipt by the Partnership Director of a request signed by at least eleven members of the partnership.
- 2. The Partnership Board's motion or the signed request must state the reason for the calling of the meeting and only the matter stated in the Partnership Board's motion or the partners' request should be discussed at the Special General Meeting.
- 3. The Special General Meeting shall take place no sooner than three weeks and no later than five weeks after the Partnership Board's resolution or receipt of the Partners' request under which it is called.
- 4. The Partnership Director, or a deputy, shall inform every partner in writing of the date, time, venue and purpose of the Special General Meeting. Partnership Members shall normally receive at least two weeks' notice of the meeting.
- 5. A quorum of four members or their substitutes must be present to enable the Special General Meeting to reach any decision. If there is not a quorum present ten minutes after the time set for the Special General Meeting to begin, the meeting shall be abandoned and any motion lost.

### **8.3. Partnership Board Meetings**

1. At least five working days before the date set for a Partnership Board meeting, the Partnership Director or a deputy shall;
  - a) Inform all members in writing of the date, time and venue of the meeting, and
  - b) Provide all members with an agenda for the meeting.
2. The agenda of the partnership board shall include, among other things:
  - a) Apologies received from members,
  - b) Identification of substitutes who represent members,
  - c) Declarations of interest by members and their substitutes,
  - d) Minutes of the last meeting,
  - e) Proposals made following any previous inquorate meeting or meetings,
  - f) Report on the Partnership's financial position,
  - g) Reports from the Executive Committee,
  - h) Any other items on the agenda which has been notified to Partnership Board members, and
  - i) Any other matters which the chairperson has agreed may be discussed under "Any other Business"
3. No matter shall be discussed under "Any other business", except;
  - a) The chairperson has agreed that it be brought to the meeting, and
  - b) All members who will be directly affected are in attendance.
4. A quorum of four members or their substitutes must be present at a Partnership Board meeting for it to reach any decision. If there is not a quorum present within ten minutes of the published start time then the rules of paragraph 8.9 will be enforced.

### **8.4. Executive Committee Meetings**

1. At least five days before the date set for an Executive Committee meeting, the Partnership Director or a deputy shall;
  - a) Inform all members in writing of the date, time and venue of the meeting, and
  - b) Provide all members with an agenda for the meeting.
2. The agenda for the Executive Committee's meetings shall include, amongst other things:

- a) Apologies received from members,
  - b) Identification of substitutes who represent members,
  - c) Declarations of interest by members and their substitutes,
  - d) Minutes of the last meeting,
  - e) Financial report,
  - f) Proposals for programmes/commissions or to award grants,
  - g) Proposals to make any other form of expenditure not included in the Partnership's approved budget,
  - h) Any other items on the agenda which has been notified to Partnership Board members, and
  - i) Any other matters which the chairperson has agreed may be discussed under "Any other Business"
3. A quorum of five members or their substitutes must be present at an Executive Committee meeting for it to reach any decisions.

#### **8.5. Meetings of the Pillar Executive, Pillar and Thematic Groups**

- 1. Pillar Executive, Pillar and Thematic Groups shall meet regularly and normally on a monthly basis.
- 2. These groups shall discuss all matters brought to their attention regarding the development of policy, projects, programmes/commissions and grants affecting their Pillar.
- 3. All recommendations from the groups either to effect a change of policy regarding the Pillar or to award a Commission or Grant shall normally be brought to the next meeting of the Executive Board.
- 4. Meetings of these groups shall be reported to the Executive Committee and Partnership Board as appropriate.
- 5. Quoracy for the Pillar Executive Groups are as follows:
  - a) Healthy Communities and Vulnerable People – a minimum of four members, two of whom will be from the health economy (tPCT/Manor Hospital) and two from WMBC
  - b) Children and Young People – the quorum for this group should include the Chair or Vice Chair, plus five or more other members representing between them at least two partner agencies or stakeholder groups
  - c) Safer and Stronger Communities – a quorum of five, which should include one representative from each of the following: Walsall

Council, West Midlands Police, West Midlands Fire Service,  
Probation Service, teaching Primary Care Trust

- d) Economic Development and Enterprise – a quorum of three, consisting of one Walsall Council representative and two from other partners

#### **8.6. Election of Chairperson and Vice Chairpersons**

1. Nominations for the posts of chairperson and vice-chairpersons of the Partnership Board shall be open to all current members of the Partnership Board.
2. The persons who are elected to serve as chairperson and vice-chairpersons shall not represent;
  - a) The same organization within the Partnership, or
3. Unless the Partnership resolves to do otherwise, election of the chairperson shall be undertaken by the following method:
  - a) The Director, or in the Director's absence the clerk, shall seek nominations for the post of chairperson from members prior to the meeting, except in exceptional circumstances when nominations will be sought at the meeting,
  - b) Each Partner may make one nomination for the post of chairperson,
  - c) The person nominated must be present at that meeting and agree to accept the nomination,
  - d) If only one person is nominated, the Director shall declare that nominee to be the Partnership's chairperson, upon which that person shall assume the chair at once,
  - e) If more than one nomination is received, the Director shall invite all Partners to vote, each Partner being able to cast one vote.
  - f) The Director shall then declare the person who has received more or most votes to be the Partnership's chairperson, upon which that person shall assume the chair at once,
  - g) Where there is a tie, lots shall be drawn.
4. Except where there is an existing vice chairperson who is to remain in office for the forthcoming year, the chairperson's first task shall be to seek nominations for vice chairpersons at the meeting and this shall be the next item on the agenda of the Annual General Meeting.

5. Where a Special General Meeting is called to elect a chairperson or vice chairperson, a similar arrangement shall be undertaken, except that the election of a vacant position of chairperson may be presided over by the vice chairperson.
6. Upon the resignation, removal or departure of the Chair, a replacement Chair may be appointed by the Board. The replacement Chair will serve up to two full years beginning at the next Annual General Meeting.

#### **8.7. Decision Making**

1. Amendments to the Partnership Board's constitution may only be made in accordance with section 2.2 on page 3 of this constitution.
2. Wherever possible, the Partnership Board, the Executive Committee, Pillar Executive and Thematic Groups shall make decisions by a consensus of those members present.
3. Where consensus cannot be reached, the meeting's chairperson may call for a vote.
4. Voting will be by a show of hands.
5. A simple majority of the members present or their nominated substitutes shall be sufficient for the chairperson to declare any item carried or defeated.
6. The person presiding may cast a vote upon any item. In the event of a tied vote, the person presiding may exercise a second or casting vote.
7. Any member or nominated substitute may choose to vote or to refrain from voting on any issue. Where any member or their substitute has declared a prejudicial interest in any issue, they shall not vote upon it.
8. In cases of emergency, the following will apply:
  - a) The Director of the Partnership in conjunction with the Chair of the Partnership and the Leader of the Council is empowered to take all necessary decisions in cases of emergency.
  - b) For the purposes of this Constitution, emergency shall mean any situation in which the relevant officer believes that there is a risk to the reputation of the Partnership, its partners or its funding.
  - c) In exercising these delegated powers, the officer concerned shall have broad discretion, subject to complying with all relevant legislation and financial procedure rules.
  - d) Subsequent to the taking of any delegated decision, the officer concerned shall report the details thereof to the next available meeting of the board.

## **8.8. Minutes of Meetings**

1. Every meeting of the Partnership Board and Executive Committee shall be minuted. Minutes of each meeting shall be;
  - a) Provided to every Partnership Board or Executive Committee member, and also to each substitute who has attended the meeting to which the minutes pertain,
  - b) Discussed and amended for accuracy at the next quorate meeting of the Partnership Board or Executive Committee,
  - c) Following correction of any errors, approved as a correct record of the business and resolutions of the meeting, and
  - d) Approved minutes will be signed by the Chair or Vice Chair.
2. Approved minutes of the Partnership Board's and Executive Committee's meetings shall be;
  - a) Made available to representatives of the Accountable Body and to any body providing funds to the Partnership,
  - b) Published on the Walsall Partnership's internet site, and
  - c) Made available to members of the public.
3. Where the Partnership Board or Executive Committee resolves that any item on its agenda is to be considered confidential, minutes of that item shall neither be published on the Internet nor made available to members of the public. Confidential items shall be available to;
  - a) All members of the group and any substitutes who have attended the meeting,
  - b) The Accountable Body, and
  - c) All bodies which have provided funds to the organisation.

## **8.9. Inquorate Meetings**

1. Where a meeting of the Partnership Board or Executive Committee is inquorate, the chairperson shall decide whether to;
  - a) Abandon the meeting and reschedule it at another time to be agreed,
  - b) Adjourn the meeting for a period up to ten minutes, or
  - c) Continue with the business of the meeting.
2. Where the Partnership Board or Executive Committee chairperson has agreed to continue with the business of the meeting, it may discuss all the matters on the agenda but shall not have authority to;
  - a) Create new policy or amend existing policy,
  - b) Make any programme/commission or grant, or



- c) Resolve upon any matter involving financial expenditure.
- 3. Any decisions made by the inquorate meeting regarding these matters shall be brought to the next meeting of the Partnership Board or Executive Committee in the form of proposals. The next quorate meeting shall discuss these proposals and determine whether to approve or reject them.

## **9. Financial Matters**

- 1. Walsall Council, in its role as Accountable Body, shall take ultimate responsibility for the financial activity of the Partnership.
- 2. The Support Team shall undertake day-to-day financial responsibility under direction of the Partnership Director.
- 3. The Partnership Board shall approve an annual budget forecasting the Partnership's income and expenditure, which has been approved by the Executive Committee. This shall be undertaken in collaboration with the Chief Finance Officer of Walsall Council. This budget shall not be exceeded except by agreement of the Partnership Board.
- 4. Walsall Council's Chief Finance Officer shall oversee the maintenance of the Partnership's accounts and shall arrange for appropriate officers to:
  - a) Make a petty cash imprest available to the Support Team,
  - b) Effect payments and collect income on the Partnership's behalf,
  - c) Create appropriate entries in the Council's ledger for all;
    - (i) Budgets approved by the Partnership Board or Executive Committee,
    - (ii) Grant and other income received,
    - (iii) Expenditure incurred, and
    - (iv) Value Added Tax paid and claimed,
  - d) Create monthly and annual reports of the Partnership's financial position,
  - e) Monitor the Partnership's financial position in collaboration with the Partnership Director and the Support Team,
  - f) Produce financial reports to meetings of the Partnership Board and Executive Committee, and
  - g) Provide financial advice,
- 5. Walsall Council's chief internal auditor, or an officer acting on that officer's behalf, shall;
  - a) Be given access at all reasonable times to the Partnership's accounting and other records,

- b) Undertake regular routine audits, and
  - c) Investigate any irregularities brought to his attention.
- 6. The Partnership Board, Executive Committee and Support Team shall procure all items required for the running of the Partnership in accordance with Walsall Council's Financial and Contract Rules, except;
  - a) The Partnership Director shall take decisions and actions reserved in those rules to a Service Manager,
  - b) Walsall Council's Chief Finance Officer shall take decisions and actions reserved to a Director, and
  - c) Approval shall not normally be refused for any item approved by the Partnership Board or Executive Committee unless it is contrary to the requirements of Section 7.3.3.e) on page 3 of this constitution.
- 7. All orders for goods works or services shall be raised and payments made only by the Council's chief finance officer or an officer authorised to act on that officer's behalf.
- 8. Commissions and grants shall be created following;
  - a) Receipt by the Support Team of a Target Action Plan,
  - b) Creation of a report by the Support Team recommending acceptance or otherwise of the Target Action Plan activity and funding requested,
  - c) Approval of the application by the Executive Committee and the Cabinet,
  - d) Making of a Grant Agreement with the applicant, and
  - e) Signature of the Grant Agreement on behalf of the Council by its chief finance officer or an officer specifically authorised to sign agreements on that officer's behalf.
- 9. The Executive Committee shall set a time by which all grants and programmes/commissions awarded shall be taken up. It may rescind any programme/commission or grant not taken up within the time allotted.
- 10. The Executive Committee shall agree detailed procedures to govern:
  - a) Making of grants and commissions,
  - b) Creation and monitoring of budgets, and
  - c) Control of all assets, expenditure and income.
- 11. The Partnership Director shall ensure that every officer within the Support Team is provided with a copy of these procedures and has access to the Accountable Body's Financial and Contract Rules. Failure by the Support Team's officers to comply with these requirements will be considered in breach of the Partnership's constitution and be liable to disciplinary action.

## **10. Urgency Procedure**

1. If the Partnership Director believes that goods, materials, services or works are required urgently by the Partnership he or she shall have authority to dispense with requirements of this constitution to the extent necessary to resolve the urgent matter. This should only be done where;
  - a) A situation of genuine urgency is perceived to exist; or,
  - b) The Partnership Director must take immediate action in order to safeguard the Partnership's assets; or
  - c) Failure to act at once will result in the Partnership failing to utilise grants or other credits, which must be used within a given time or by a given date.
2. The Partnership Director shall take such urgent action following consultation with the Council's chief finance officer or other authorised officer, who shall sign any orders or payments necessary.
3. The Partnership Director shall report all urgent actions to the next meeting of the Executive Committee.

## Appendices

### 1. Meaning of Terms Used

1. The terms and expressions used in this constitution shall have the meanings set out in Table 1 below.

*Table 1 - Descriptions of Terms Used in the Text*

<b>Term</b>	<b>Description</b>
Accountable Body	Walsall Council whose policies and procedures will be followed regarding finance, procurement personnel, etc
Accountable Body Agreement	The agreement setting out the responsibilities of and actions to be undertaken by the Partnership and the Council.
Commissions	Programmes of work which utilise funding for innovative pieces of work to deliver against the national indicator set and the LAA
Cross Cutting	Issues that impact across all of the targets
Executive Committee	The Executive Committee of the Partnership Board to include members of the Partnership Board and other senior staff or their representatives as necessary, to take forward strategies under the direction of the Partnership Board
Grant Agreement	An agreement made between the Partnership and each person/organisation that is to receive a grant or undertake a commission.
Local Area Agreement	A three-year agreement between Walsall Council, WP and Government Office West Midlands to deliver against an agreed set targets
Local Neighbourhood Partnership	Walsall Council's neighbourhood engagement structure whose membership is made up of Elected Members and elected representatives of partner organisations and members of the public
National Indicator Set	Set of targets set by National Government
Partnership Board	Representatives from nominated organisations and other co-opted individuals appointed to form the governing of the Walsall Borough Strategic Partnership.
Performance Indicator	Locally set to achieve set targets
Pillar Executive Group	An Executive Committee of each Pillar selected to ensure an appropriate scrutiny of proposed

<b>Term</b>	<b>Description</b>
	activity and uses of resources.
Pillar Groups	Delivery Partners and organisations.
Pillars	Delivery configuration to compliment the structure of the Local Area Agreement, consisting of four pillars – Safer Stronger Communities Pillar Children and Young People Pillar Healthier Communities and Older Vulnerable People Pillar Economic Development and Enterprise Pillar
The Partnership	All of the constituent groups of the Walsall Partnership or their sub groups or stakeholder groups.
Walsall Compact	An agreement between the major delivery organisations across the Borough and the community and voluntary sector to ensure the sector is fully engaged with consultation mechanisms and decision making
Walsall Council	Walsall Metropolitan Borough Council acting as a body corporate or through its duly appointed officers in accordance with its constitution.

## **2. Membership**

### **2.1. Partnership Board**

1. Membership of the Partnership Board shall be open to nominations from all bodies which make up the Partnership, including;
  - a) Leader of the Council
  - b) Leaders of two opposition parties
  - c) Chief Executive of the Council
  - d) Chief Executive of Walsall Regeneration Company
  - e) Chief Executive of the Primary Care Trust
  - f) 2 x Operational Command Unit (OCU) commanders
  - g) Chief Executive of Walsall Housing Group
  - h) Chief Executive or President of Chamber of Commerce
  - i) Chief Executive of Walsall Voluntary Action

### **2.2. Executive Committee**

1. Membership of the Executive Committee shall comprise:
  - a) An Executive Director of Walsall Council,
  - b) The Chief Executive, of the teaching Walsall Primary Care Trust, or nominated representative
  - c) The Chairperson or Chief Officer of Community Engagement,
  - d) The chairperson of the Executive Group of each of the following Pillars: Children and Young People, Safer Stronger Communities, Health and Vulnerable Adults, Economic Development and Enterprise,
  - e) An OCU Commander of West Midlands Police,
  - f) The chief officers of:
    - (i) Education Walsall, for such time as that company provides educating services to Walsall Council,
    - (ii) Walsall Voluntary Action,
    - (iii) Groundwork Black Country,
    - (iv) Learning & Skills Council,
    - (v) Walsall Chamber of Commerce,
    - (vi) Walsall Housing Partnership,
    - (vii) Walsall Regeneration Company,
    - (viii) New Deal for Communities, and
    - (ix) Regeneration Zone,

### **2.3. Pillar Executive Group and Pillar Groups**

1. Membership of the Pillar Executive Group will be selected by Pillar Executive Chairs within their area of expertise.
2. Membership of the Pillar Groups will be selected by Pillar Executive and Pillar Chairs.

### **2.4. Thematic Groups**

1. Membership of each of the Thematic Groups shall be open to nominations from representatives of the Partnership's members with knowledge or interest in the thematic area.

## **3. Local Neighbourhood Partnerships**

### **3.1. Name**

1. The names of each of the nine local neighbourhood partnerships (LNPs) set up by Walsall Council through the Walsall Partnership (WP) are shown in Table 2 below, along with the area each shall serve.

*Table 2- Local Neighbourhood Partnership Names and Areas Covered*

<b>Local Neighbourhood Partnership Name</b>	<b>Council Areas Covered</b>
Brownhills Aldridge North	Brownhills and Aldridge North and Walsall Wood
Pelsall and Rushall	Pelsall and Rushall-Shelfield
Blakenall and Bloxwich	Bloxwich East, Bloxwich West and Blakenall
Willenhall	Willenhall North, Willenhall South And Short Heath
Darlaston	Darlaston South and Bentley and Darlaston North
Aldridge South and Streetly	Aldridge Central & South and Streetly
Pheasey and Paddock	Pheasey Park Farm and Paddock
St. Matthews and Birchills Leamore	St. Matthews and Birchills Leamore
Palfrey and Pleck	Palfrey and Pleck

### **3.2. Remit**

1. Walsall Partnership and Walsall Council shall support the nine local neighbourhood partnerships. Each partnership shall:
  - a) Act in accordance with the WP's constitution and these terms of reference,

- b) Report to the WP upon its progress,
  - c) Engage with local communities to facilitate delivery of improved services and development of vibrant communities, and
  - d) Develop a Neighbourhood Agreement for the area each serves.
2. 2 This Neighbourhood Agreement shall:
- a) Capture local pledges and actions to create involved, safer, healthier and prosperous communities,
  - b) Secure agreement from all those delivering local services to deliver actions that will result in improved outcomes for the local community.
  - c) Identify for the area served by the Local Neighbourhood Partnership outcomes which can be delivered within that area, and
  - d) Measure community satisfaction with what is planned and what has been achieved.

### **3.3. Objectives**

1. In undertaking and fulfilling their remit the Local Neighbourhood Partnerships have the following key objectives:
- a) To consult and involve local residents, businesses and partner organisations in agreeing an annual neighbourhood agreement for their area.
  - b) To produce an annual neighbourhood agreement for their area that is consistent with the Borough's Sustainable Community Strategy and Local Area Agreement.
  - c) To manage and monitor the implementation of their neighbourhood agreement and to annually publish the achievements consistent with the Walsall Partnership's performance management framework.
  - d) To increase local community involvement in the area and to involve local people in improving the environment in which they live and work.

### **3.4. Membership**

1. Each Local Neighbourhood Partnership will consist of all the Walsall councillors who represent the wards served by the partnership, WP nominated partners, and up to 10 locally appointed partners. WP nominated partners will be drawn from a representative of each of:
- a) West Midlands Police,
  - b) West Midlands Fire Service,
  - c) Teaching Primary Care Trust,
  - d) Education Walsall,



- e) Walsall Housing Group plus one nomination from Walsall Housing Partnership where another registered social landlord has a substantial stake-holding in the area, and
  - f) Walsall Community Empowerment Partnership Board.
2. The nominated partners from WP will be reviewed in line with any revisions or amendments to WP's constitution. WP will confirm, at its Annual General Meeting, the partners nominated to each of the nine Local Neighbourhood Partnerships, who shall serve for that municipal year.
  3. Locally appointed partners will be chosen by each Local Neighbourhood Partnership to reflect the different communities that each serves.
  4. Local Neighbourhood Partnerships' years, and the term of office of all those appointed, will begin at the Annual General Meeting of the WP. Members' terms of office will terminate at the end of the municipal year.

### **3.5. Duties of all Members**

1. Every member of a Local Neighbourhood Partnership shall endeavour to:
  - a) Attend all Local Neighbourhood Partnership meetings; failure to attend three consecutive meetings will trigger a partnership review,
  - b) Contribute positively to the partnership's discussions,
  - c) Work with other members to take important decisions leading to decisive action for the improvement of the neighbourhoods in which people live and work,
  - d) Work to achieve consensus on key issues and address and prioritise action.
  - e) Consider what is in the best interests of the Local Neighbourhood Partnership area by seeking and responding to local people's views,
  - f) Use their experience and expertise in order to develop good, workable solutions to their neighbourhood's problems,
  - g) Raise areas of concern in a constructive and supportive manner in order to improve the quality of life for people in their area,
  - h) Be committed to equality of opportunity and creating inclusive communities, and
  - i) The role of WP-nominated partners will be made explicit and agreed annually by the WP Board.
2. Walsall Council's Neighbourhood Partnerships Teams will:
  - a) Directly engage with community groups
  - b) Organise and facilitate community action tasking meetings

- c) Support locally appointed partners (there are up to 10 in each LNP area)
- d) Advise and support the Council's senior support officers
- e) Involve the voluntary and community sector in developing the LNPs neighbourhood agreements
- f) Facilitate the production, updating and publication of LNP neighbourhood agreements
- g) Produce information to help LNPs monitor the progress of their neighbourhood agreements and report progress to LNP meetings
- h) Produce and distribute LNP newsletters and other promotional material
- i) Co-ordinate consultation events, information days, workshops and other related activities on behalf of the LNPs as part of the wider engagement and involvement agenda

### **3.6. Chairing of Meetings**

1. The first meeting of each Local Neighbourhood Partnership, following the Annual General Meeting of the WP, shall commence with the election of a chairperson and vice-chairpersons who shall remain in office throughout that municipal year or until they resign.
2. During the year commencing June 2006, the chairperson shall be one of the ward councillors representing the Local Neighbourhood Partnership's area. In addition there will be two vice-chairpersons, one of whom shall be drawn from the WP-nominated partners and the other from locally appointed partners.
3. The chairperson and vice-chairpersons shall be elected each year with one each from:
  - a) Ward members,
  - b) WP-nominated partners, and
  - c) Locally appointed partners.
4. In the absence of the chairperson, either one of the two vice-chairpersons shall chair the Local Neighbourhood Partnership meetings. They will have the same powers as the Chair at that meeting of the Local Neighbourhood Partnership.

### **3.7. Specialist Assistance**

1. 'Specialists' may be asked to attend a meeting of any Local Neighbourhood Partnership. They shall;
  - a) Inform debate, and

- b) Assist members in the making of decisions.
- 2. 'Specialists' shall attend only in an advisory capacity and shall not have a vote or any right other than to be heard.

### **3.8. Meetings**

- 1. Each Local Neighbourhood Partnership's first meeting will take place only after the Annual General Meeting of the WP. A schedule of meetings for the year will be presented at the WP Annual General Meeting and circulated to all councillors and to those appointed as members at that meeting.
- 2. Local Neighbourhood Partnerships shall meet at least six times during the year. The last of these meetings shall be before the Partnership's Annual General Meeting.
- 3. Meetings should be held within the area covered by the Local Neighbourhood Partnership and be in venues that are accessible to all.
- 4. At least five days before the date set for the Local Neighbourhood Partnership meeting, members shall be:
  - a) Informed in writing of the date, time and venue of the meeting, and
  - b) Provided with an agenda for the meeting.
- 5. The agenda should include, among other things:
  - a) Apologies received from members,
  - b) Declarations of interest by members,
  - c) Agreement of any items to be discussed under any other business,
  - d) Minutes of the last meeting,
  - e) Reports from Thematic/Task Groups,
  - f) Public Forum,
  - g) Progress Report on the Neighbourhood Agreement,
  - h) Approval or amendment of any report to be made to the Partnership Board or Executive Committee of the WP,
  - i) Any other item on the agenda which has been notified to Partnership Board members, and
  - j) Any other business for which the meeting has given its approval.
- 6. Community action meetings will be established for each Local Neighbourhood Partnership area.
- 7. The purpose of the meetings is to:

- a) Engage with service providers at the local level, including those from the voluntary and community sector.
  - b) Listen to and advise the Local Neighbourhood Partnership of issues and ideas raised by the wider community.
  - c) Listen to the issues raised by the Local Neighbourhood Partnership and connect these to the issues raised by the wider community.
  - d) Inform the content of the Local Neighbourhood Partnership's neighbourhood agreement and environmental action plan.
  - e) Present potential solutions to the Local Neighbourhood Partnership for approval and endorsement of funding/resources.
  - f) Actions carried out by this meeting to be fed back to the community through the Local Neighbourhood Partnerships' structures.
8. Membership of the community action meetings will be determined locally.

### **3.9. Minutes of Meetings**

1. Every meeting of each Local Neighbourhood Partnership shall be minuted. Minutes of each meeting shall be;
  - a) Provided to every Local Neighbourhood Partnership member,
  - b) Discussed and amended for accuracy at the next quorate meeting of the Local Neighbourhood Partnership, and
  - c) Following correction of any errors, approved as a correct record of the business and resolutions of the meeting.
2. Once approved, minutes of meetings shall not be altered except following a resolution of the next meeting.
3. Approved minutes of the Partnership Board's and Executive Committee's meetings shall be;
  - a) Made available to representatives of the Accountable Body and to any body providing funds to the Partnership,
  - b) Published on the Walsall Partnership's Internet site, and
  - c) Made available to members of the public.

### **3.10. Inclusion of items on the agenda**

1. Any member of the Local Neighbourhood Partnership may comment on items on the agenda and ask the Local Neighbourhood Partnership's chairperson for an item to be included on the agenda, provided that
  - a) the item falls within the remit of the Local Neighbourhood Partnership
  - b) 10 working days' notice of the item has been given to allow a response to be prepared

2. Notice of such items shall be given to the chairperson or to officers supporting the Local Neighbourhood Partnership, who will consult with the chairperson.

### **3.11. Decision Making**

1. Wherever possible, the Local Neighbourhood Partnership shall make decisions by a consensus of those members present.
2. Where consensus cannot be reached, the Chairperson may call for a vote.
3. Voting will be by a show of hands.
4. A simple majority of the members present shall be sufficient for the chairperson to declare any item carried or defeated.
5. The chairperson may cast a vote upon any item. In the event of a tied vote, the chairperson shall declare the motion carried or defeated.
6. Any member may choose to vote or to refrain from voting on any issue. Where any member or their substitute has declared a prejudicial interest in any issue, they shall not vote upon it.

### **3.12. Inquorate Meetings**

1. A quorum of six members must be present at the Local Neighbourhood Partnership meeting for it to reach any decision. Where a meeting of the Local Neighbourhood Partnership is inquorate, the chairperson shall decide whether to;
  - a) Abandon the meeting and reschedule it at another time to be agreed,
  - b) Adjourn the meeting for a period of up to thirty minutes, or
  - c) Continue with the business of the meeting.
2. Where the Local Neighbourhood Partnership chairperson decides to continue the meeting, it may discuss all the matters upon the agenda.
3. An inquorate meeting will have no authority to resolve upon any matter, but may choose to inform a future quorate meeting of views and opinions expressed. The next quorate meeting will discuss these matters and resolve upon them.

### **3.13. Public participation**

1. Each agenda for a Local Neighbourhood Partnership will have open session, lasting no more than 30 minutes. During this period any member of the public who resides, works or has an interest within the Local Neighbourhood Partnership area will be able to address the Local Neighbourhood Partnership on an issue that affects a significant number of citizens within the area served. The decision of the Chair is final as to whether an item affects a significant number of members of the public residing or working in the area.

2. Members of the public will be asked to identify themselves, and state the nature of their interest within the Local Neighbourhood Partnership area prior to being invited to speak. The Local Neighbourhood Partnership may respond to the matter raised at the meeting, agree to respond in writing directly or agree to have the matter included on the agenda for their next meeting.
3. In addition to the open session any member of the public may speak on any agenda item for no more than 5 minutes with the agreement of the Chair.
4. Members of the public will be invited to present petitions for a maximum of 5 minutes on those things that are of great importance to them and action is not taking place.

#### **4. WP Members' Interests**

##### **4.1. Personal Interests**

1. A Member of the Partnership Board, Executive Committee, Pillar Executive Groups, Pillar Groups and such although Groups as constituted by the Partnership Board must regard himself/herself as having a personal interest in any matter if the matter relates to an interest if a decision upon it might reasonably be regarded as affecting to a greater extent than other council tax payers, ratepayers or inhabitants of the authority's area, the well-being or financial position of himself/herself, a relative or a friend or –
  - a) Any employment or business carried on by such persons;
  - b) Any person who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors;
  - c) Any corporate body in which such persons have a beneficial interest in a class of securities exceeding the nominal value of £5,000; or
  - d) Any body listed in sub-paragraphs (a) to (e) of paragraph 15 below in which such persons hold a position of general control or management.
2. In this paragraph:-
  - a) "Relative" means a spouse, partner, parent, parent-in-law, son, daughter, step-son, step-daughter, child of a partner, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, or the spouse or partner of any of the preceding persons; and
  - b) "Partner" in sub-paragraph (2)(a) above means a member of a couple who live together.

#### **4.2. Disclosure of Personal Interests**

1. A Member with a personal interest in a matter who attends a meeting at which the matter is considered must disclose to that meeting the existence and nature of that interest at the commencement of that consideration, or when the interest becomes apparent.

#### **4.3. Prejudicial Interests**

1. Subject to sub-paragraph (2) below, a Member with a personal interest in a matter also has a prejudicial interest in that matter if the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice the Member's judgement of the public interest.

#### **4.4. Participation in relation to disclosed interests**

1. Subject to sub-paragraph (2) below, a Member with a prejudicial interest in any matter must:-
  - a) Withdraw from the room or chamber where a meeting is being held whenever it becomes apparent that the matter is being considered at that meeting;
  - b) Not seek improperly to influence a decision about that matter.

### **5. WP Exempt Information/Private Meetings**

#### **5.1. Descriptions of Exempt Information: England**

1. Information relating to any individual.
2. Information which is likely to reveal the identity of an individual.
3. Information relating to the financial or business affairs of any particular person (including the Partnership, any partners or one of its members holding that information).
4. Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the Partnership, any partners or its members or a Minister of the Crown and employees of, or office holders under, the authority.
5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
6. Information which reveals that the Partnership, any partners or one of its members proposes—
  - a) To give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
  - b) To make an order or direction under any enactment.

7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

## **5.2. Qualifications: England**

1. Information falling within paragraph 3 above is not exempt information by virtue of that paragraph 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 Acts 1965 to 1978;
  - e) The Building Societies Act 1986]; or
  - f) The Charities Act 1993.
2. Information is not exempt information if it relates to proposed development for which the local planning council may grant itself planning permission pursuant to regulation 3 of the Town and Country Planning General Regulations 1992.
3. Information which;
  - a) Falls within any of paragraphs 1 to 7 above; and
  - b) Is not prevented from being exempt by virtue of paragraph 8 or 9 above,

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.

## **5.3. Interpretation: England**

1. In Parts 1 and 2 and this Part of this Schedule—

**"employee"** means a person employed under a contract of service;

**"financial or business affairs"** includes contemplated, as well as past or current, activities;

**"labour relations matter"** means—

  - (i) Any of the matters specified in paragraphs (a) to (g) of section 218(1) of the Trade Union and Labour Relations (Consolidation) Act 1992 (matters which may be the subject of a trade dispute, within the meaning of that Act); or
  - (ii) Any dispute about a matter falling within paragraph (a) above;



and for the purposes of this definition the enactments mentioned in paragraph (a) above, with the necessary modifications, shall apply in relation to office-holders under the Council as they apply in relation to employees of the authority;

**"office-holder"**, in relation to the authority, means the holder of any paid office appointments to which are or may be made or confirmed by the Council or by any joint board on which the Council is represented or by any person who holds any such office or is an employee of the authority;

**"registered"** in relation to information required to be registered under the Building Societies Act 1986, means recorded in the public file of any building society (within the meaning of that Act).

2. Any reference in Parts 1 and 2 and this Part of this Schedule to "the authority" is a reference to the principal council or, as the case may be, the committee or sub-committee in relation to whose proceedings or documents the question whether information is exempt or not falls to be determined and includes a reference—
- a) In the case of a principal council, to any committee or sub-committee of the council; and
  - b) In the case of a committee, to—
    - (i) any constituent principal council;
    - (ii) Any other principal council by which appointments are made to the committee or whose functions the committee discharges; and
    - (iii) Any other committee or sub-committee of a principal council falling within sub-paragraph (i) or (ii) above; and
  - c) In the case of a sub-committee, to—
    - (i) The committee, or any of the committees, of which it is a sub-committee; and
    - (ii) Any principal council which falls within paragraph (b) above in relation to that committee.

# WALSALL PARTNERSHIP

## EXECUTIVE COMMITTEE

### Terms of Reference

#### 1. Purpose

The Executive Committee will:

- 1.1 Ensure all commissions/programmes are in line with the Sustainable Community Strategy (SCS) and other Walsall Partnership (WP) strategies, reporting to the WP Board on this
- 1.2 Oversee the development of the Local Area Agreement (LAA), ensuring specific outcomes, performance indicators and targets of the Pillar Executive Groups (PEG) correspond to the overall Agreement and SCS objectives and vision
- 1.3 Approve commissions/programmes for pooled budgets assigned to it prior to advertisement or invitations for proposals against agreed specifications and performance targets, ensuring the implementation of commissioned work adheres to the legal, financial, procurement, audit and policy regulations of the Accountable Body
- 1.4 Drive the Performance Management Framework of the SCS and LAA, including scrutiny, monitoring arrangements and ensuring delivery of commissions/programmes

#### 2. Aims

- 2.1 To approve commissions/programmes against the priorities agreed by Walsall Partnership and in line with the LAA and SCS
- 2.2 To monitor whether PEGs are:
  - Achieving performance indicators
  - Contributing to outcomes and targets of other PEGs
  - Adhering to a set of common values and principles, which are outlined in the WP Constitution
  - Meeting targets for cross-cutting objectives
- 2.3 To ensure priority is given to community cohesion, equality of opportunity and inclusivity within all commissions/programmes

- 2.4 To ensure the Partnership Director and WP Board is informed of any Partner agency's policy, strategy or operational developments that will impact upon existing or planned commissions/programmes.
- 2.5 To ensure the interests of communities of geography and interest are represented appropriately in commissions/programmes and all work carried out adheres to appropriate community cohesion and equalities arrangements, and refers to the agreed Compact arrangements.
- 2.6 To ensure coherence between the SCS and Local Neighbourhood Action Plans
- 2.7 To ensure all work impacts on the targets agreed by Partners and the Partnership, specifically the LAA and the National Indicator Set
- 2.8 To ensure commissions/programmes seek to benefit the residents of Walsall and improve services by utilising funding resources efficiently and effectively
- 2.9 Ensure joint commissioning, through co-ordinated funding streams and leverage of resources locally, sub-regionally and regionally
- 2.10 To advise the WP Board regarding policy issues and to assist the Board in its decision-making processes

### **3. Protocols**

- 3.1 All business will be conducted using open and transparent processes, which must include Minutes of each meeting, that are agreed as accurate at the following meeting and signed by the Chair
- 3.2 Meetings will be held regularly (at least every eight weeks)
- 3.3 Special meetings will be called for urgent business, if necessary
- 3.4 A minimum of five (5) members should be present for meetings to be quorate, which must include:
  - The Chair (or their nominated substitute)
  - The nominated Executive Director, Walsall MBC (or their nominated substitute)
  - One Partner Officer with delegated authority (or their nominated substitute)
- 3.5 Members will identify a named senior officer, with a remit to approve business, as required at the Executive Committee

- 3.6 Partner representatives will attend all meetings. In exceptional circumstances, their nominated substitute may attend on their behalf.
- 3.7 The Partnership Director will act as secretary to the Executive Committee
- 3.8 Standing Agenda Items will be:
- Draft Minutes of the Previous Meeting
  - Finance Report
  - Correspondence
  - Delegated Authority Decisions
- 3.9 Where meetings cannot be convened, members will be required to respond to proposed commissions/programmes, or issues raised, electronically, within a designated timeframe and decisions will be ratified at the next meeting.

# WALSALL PARTNERSHIP

## TERMS OF REFERENCE

### PILLAR EXECUTIVE GROUP

#### 1. Purpose

The Pillar Executive Group (PEG) will:

- 1.1 Ensure all programmes of work are in line with the Sustainable Community Strategy (SCS), the Local Area Agreement (LAA) and the identified strategic outcomes of their respective Pillar
- 1.2 Oversee the work commissions/programmes of their respective Pillar and ensure these are reaching agreed milestones and that implementation of commissioned work adheres to the legal, financial, procurement, audit and policy regulations of the Accountable Body
- 1.3 Oversee performance management of their respective Pillar, both in terms of outcomes and expenditure, and report performance to the Executive Committee

#### 2. Aims

- 2.1 To ensure work programmes are aligned with the key strategic outcomes of the SCS
- 2.2 To ensure cross-cutting issues are addressed across the Pillar and cross-cutting outcomes are delivered, including community cohesion, equalities, inclusivity and sustainability
- 2.3 To ensure appropriate and required contributions are made to and coordinated with strategic outcomes of other Pillars
- 2.4 To ensure the Executive Committee, the Partnership Director and the Partnership and Performance Manager are made aware of any policy, strategy or operational developments which may impact on existing or planned commissions/programmes
- 2.5 To be accountable to the Executive Committee regarding performance of work programmes within the Pillar
- 2.6 To work towards enhanced joined-up commissioning of services, pooling and alignment of funding streams

- 2.7 To take advice from the relevant Pillar Group and to organise discussions on strategy and performance at the Pillar Group meetings
- 2.8 To ensure coherence of the Pillars' strategic outcomes and Targets with Local Neighbourhood Action Plans
- 2.9 To adhere to the agreed set of common values and principles, contained within the Walsall Partnership (WP) Constitution

### **3. Protocols**

- 3.1 All business will be conducted using open and transparent processes
- 3.2 Meetings will be held regularly
- 3.3 Special meetings will be called for urgent business, if necessary
- 3.4 A minimum number of members should be present for meetings to be quorate (the quorum to be set by the PEG and recorded by the Walsall Partnership Support Team)
- 3.5 Members will identify a named substitute, with a remit to approve business, as required
- 3.6 Members (or named substitutes) will attend all meetings
- 3.7 The Partnership Director will be able to attend any meeting convened
- 3.8 Partnership Officers will attend meetings as required
- 3.9 Where meetings cannot be convened due to timescales, issues will be dealt with electronically and a consensus decision made within the agreed timeframe and ratified at the next meeting
- 3.10 The PEG Terms of Reference will be reviewed annually, prior to the WP Annual General Meeting

# WALSALL PARTNERSHIP

## TERMS OF REFERENCE

### PILLAR GROUP

#### 1. Purpose

The Pillar Group will:

- 1.1 Scrutinise programmes of work to ensure they are in line with the Sustainable Community Strategy (SCS), the Local Area Agreement (LAA) and the identified strategic outcomes of their respective Pillar
- 1.2 Advise the Pillar Executive Group (PEG) on strategic and operational issues
- 1.3 Facilitate the relevant work programmes within their respective Pillar and ensure these are reaching their agreed milestones
- 1.4 Ensure Performance Management of these work programmes, both in terms of outcomes and expenditure, is robust

#### 2. Aims

- 2.1 To ensure relevant work programmes are aligned with the key strategic outcomes of the Pillar and the SCS
- 2.2 To ensure cross-cutting issues are addressed and cross-cutting outcomes delivered, including community cohesion, equalities, inclusivity and sustainability
- 2.3 To ensure appropriate and required contributions are made to and coordinated with strategic outcomes of other Pillar Groups
- 2.4 To ensure their PEG representative is made aware of any policy, strategy or operational developments which may impact on existing or planned programmes
- 2.5 To be accountable to the PEG, regarding performance of relevant work programmes
- 2.6 To facilitate enhanced joined-up commissioning of services, pooling and alignment of funding streams

- 2.7 To ensure coherence of the Pillar's strategic outcomes and targets with Local Neighbourhood Action Plans.
- 2.8 To adhere to the agreed set of common values and principles
- 2.9 To report to the Walsall Partnership on the delivery of strategic outcomes relevant to the Pillar through the relevant PEG

### **3. Protocols**

- 3.1 All business will be conducted using open and transparent processes
- 3.2 Meetings will be held regularly
- 3.3 Special meetings will be called for urgent business, if necessary
- 3.4 A minimum number of members should be present for meetings to be quorate (this number to be set by the Pillar Group and notified to the PEG Chair)
- 3.5 Members will identify a named substitute, with a remit to approve business as required
- 3.6 Members (or named substitutes) will attend all meetings
- 3.7 The Partnership Director will be able to attend any meeting convened
- 3.8 Partnership Officers will attend meetings as required
- 3.9 The Pillar Group Terms of Reference will be reviewed annually, prior to the WP Annual General Meeting



# **Accountable Body - Memorandum of Roles and Responsibilities**

**This Memorandum of Internal Agreement is made on 16 of July 2008 between**

**Walsall Metropolitan Borough Council (the Council)**

**and**

**Walsall Partnership (the Partnership) (formerly known as Walsall Borough Strategic Partnership).**

**It has been approved by**

**The Cabinet on behalf of Walsall Council on 16 of July 2008**

**and by**

**The Annual General Meeting of the Walsall Partnership on 15 of July 2008.**

# Contents

1	Status.....	2
2	Background .....	2
3	Commencement, Termination and Variation .....	2
4	Non Discrimination .....	2
5	Operation of the Memorandum.....	2
6	Personnel .....	2
7	Finance .....	2
8	Audit Arrangements.....	2
9	Monitoring and Reporting .....	2
10	Information, Records and Publicity.....	2
11	Assets.....	2
1	Schedule of Meaning of Terms Used .....	2

# Internal Memorandum

## **1 Status**

### **1.1 Walsall Metropolitan Borough Council (The Council)**

- 1 The Council acts under powers given to it by the Local Government Act 2000 and in accordance with its constitution, which enable it to undertake the role of Accountable Body to the Partnership.
- 2 The Council agrees to be the Accountable Body responsible for finance provided to the Partnership.
- 3 The Council shall act only in accordance with the relevant Acts of Parliament, ministerial advice, external grantors' conditions and its own constitution.

### **1.2 Walsall Partnership (The Partnership)**

- 1 The Partnership is an unincorporated body established under the Government guidance on Local Strategic Partnerships (LSPs).
- 2 The Partnership agrees to act only in accordance with the Accountable Body's requirements, its own constitution and this memorandum.

## **2 Background**

- 1 The Partnership is a single non-statutory, multi-agency body, which works within the Walsall area. It aims to bring together at a local level different public, private, community and voluntary agencies. These will act as partners in order to deliver services throughout the Walsall area.
- 2 The Council is the local authority and a member of the Partnership. It participates fully in the Partnership's work. It also provides administrative and financial support to the Partnership.
- 3 Central Government requires all Local Strategic Partnerships to identify an organisation to take on the role of Accountable Body. This Memorandum of Roles and Responsibilities (the Memorandum) describes the relationship between the Council and the Partnership and sets out a framework under which the Council will ensure, among other things, accountability and transparency of the Partnership's use of funds for which it has been delegated authority to allocate to programmes/commissions to deliver the Sustainable Community Strategy (SCS) and Local Area Agreement (LAA).
- 4 This Memorandum is not intended to be legally binding; its purpose is to set out the respective roles and responsibilities of the Council acting as Accountable Body for the Partnership and that of the Partnership.

### **3 Commencement, Termination and Variation**

- 1 This Memorandum shall come into force only after approval by;
  - a) The Cabinet – following the written agreement of the chief finance officer, and
  - b) The Partnership - following a resolution of its Partnership Board.
- 2 This Memorandum shall remain in force until it is terminated upon a date to be agreed by both the Council and the Partnership. Termination shall require;
  - a) A resolution of the Cabinet, and
  - b) A resolution of the Partnership Board.
- 3 The Memorandum shall terminate upon the disbanding or winding up the Partnership. In these cases, both the Council and the Partnership shall complete all their obligations concerning:
  - a) Monies granted to or by the Partnership,
  - b) Other assets held by the Council on the Partnership's behalf, and
  - c) Final claims and accounts to be submitted to government and other statutory organisations, as set out by the Government's requirements of LSPs.
- 4 Either the Council or the Partnership may choose unilaterally to terminate this Memorandum, but shall;
  - a) Provide written notice of at least three months to the other party, and
  - b) Comply with the requirements of central government and other grant funding agencies.
- 5 If the Council ceases to be the Accountable Body, it shall:
  - a) Hand over to the Partnership or new successor Accountable Body (where appropriate) such invoices, receipts and other relevant records which are in its possession and which it holds in connection with its role as Accountable Body under this Memorandum,
  - b) Continue to co-operate with the Partnership, any successor Accountable Body and with all grantors to enable a smooth transfer of the role of Accountable Body,
  - c) Provide information to assist in the transfer of the role of Accountable Body, and
  - d) Maintain, to the extent it deems necessary, staffing and other resources to the Partnership's Support Team. This should be provided at no more than the cost to the Council including its administrative costs. Such provision should extend for a period of no longer than six months following the transfer of Accountable Body status to another organisation.
- 6 The Council and the Partnership agree to review, on a regular basis, the arrangements under which this Memorandum is operated.
- 7 The terms of this Memorandum shall be varied by mutual agreement following;

- a) A resolution of the cabinet of the Council, and
  - b) A resolution of the Partnership Board.
- 8 The Council reserves to itself the right to suspend, terminate or vary the terms of this Memorandum. This shall be undertaken by resolution of the Cabinet where it considers such action to be necessary for;
- a) Protection or proper management of public funds, or
  - b) Maintenance of appropriate standards of accountability and governance.
- 9 Except in cases of urgency, the Council shall not suspend, terminate or vary the terms of this Memorandum without first entering into consultation with the Partnership Board.
- 10 Where varying this Memorandum forms a change to the Partnership's constitution, the variation shall not come about until that constitution has been altered in line with its requirements.
- 11 This Memorandum shall be varied at once, and without need for consent of either the Council or the Partnership where such variation arises directly from;
- a) A change in statute law,
  - b) Receipt of ministerial advice, or
  - c) Variations to grantors' conditions.
- 12 Both the Council and the Partnership shall notify one another in writing upon becoming aware of the need to vary for reasons shown in paragraph 11 above.

#### **4 Non Discrimination**

- 1 In undertaking activities covered by this Memorandum, Neither the Council nor the Partnership shall unlawfully discriminate within the meaning of the scope of the Race Relations Act 1976, the Sex Discrimination Acts 1975 to 1986, the Disability Discrimination Act 1995 and any other applicable anti-discrimination statutes or any statutory modification or re-enactment thereof relating to discrimination in employment.

#### **5 Operation of the Memorandum**

##### **5.1 The Partnership**

- 1 The Partnership shall be directed and operate only in accordance with;
- a) Its agreed constitution,
  - b) The Council's constitution, including its finance and contract rules, and
  - c) This Memorandum.
- 2 It shall undertake all programmes/commissions and grants in accordance with guidelines provided by the central government agencies, the Government Office for the West Midlands (GOWM) and any other bodies whose regulations control the use of the funds provided to the Partnership. For the avoidance of doubt, all agencies and organisations from which funding is claimed or received are referred to as 'grantors' throughout this agreement.

- 3 Through its Partnership Board, Executive Committee and Support Team, the Partnership shall:
  - a) Undertake all strategic decision making and determine policy necessary for delivery of programmes/commissions for which The Council is to act as Accountable Body,
  - b) Plan, manage, deliver, and monitor all activities resourced through funding provided for the Partnership's use.
  - c) Produce and approve a Delivery Plan in consultation with;
    - (i) The people of Walsall,
    - (ii) Organisations delivering services within Walsall borough and the surrounding area,
    - (iii) Representatives of voluntary bodies, and
    - (iv) Representatives of other interested groups.
  - d) Provide, at the required time and in the prescribed form, the approved Delivery Plan, as defined in the Schedule attached to this Memorandum, to the Council and to grantors,
- 4 Through its Executive Committee and Support Team, the Partnership shall:
  - a) Examine and appraise all proposed programmes/commissions for which grants may be made in accordance with grantors' guidance,
  - b) Undertake Independent Appraisal, as defined in the Schedule attached to this Memorandum, of all proposed programmes/commissions through its own staff or by other suitably qualified persons,
  - c) Determine whether or not to approve each proposed programme/commission for which a grant may be made upon that programme's/commission's own merits and is a reasonable expenditure of public funds that is in the public interest,
  - d) Procure the delivery of programmes by awarding grants to other organisations acting as delivery agents,
  - e) Agree terms and conditions of programmes so as to enable a Grant Agreement to be made with persons and agencies whose programmes/programmes have been approved by the Partnership,
- 5 The Partnership, through its Support Team or otherwise, shall co-operate so as to enable the Council to undertake its duties as Accountable Body. It shall, amongst other things;
  - a) Consult with the Council about the timing and content of all returns to be made to any body or organisation from which a grant may be claimed, and
  - b) Provide the Council with copies of all material communications between the Partnership and GOWM wherever this may have any bearing upon grants receivable or reclaimable.

## **5.2 The Council**

- 1 The Council shall undertake all the functions of Accountable Body for the Partnership in accordance with the provisions of:

- a) Its constitution, including its finance and contract rules and procedures made under those rules,
  - b) The Partnership's constitution, and
  - c) Grantors' requirements.
- 2 The Council shall also:
- a) Comply and procure others' compliance with grantors' rules, regulations and conditions to the extent it is able to ensure this,
  - b) Clarify, as Accountable Body, to the Partnership (and individual partners, where applicable) the grant funding allocations to be received for that financial year. This will include the procedures for distributing the grant,
  - c) Compile and verify applications and claims to be made for funding from all existing grantors,
  - d) Assist the Partnership to identify other sources of funding and to apply for these,
  - e) Provide details of all monies expended in accordance with grantors' requirements,
  - f) Examine and monitor the use of money disbursed under agreements with organisations who provide programmes approved by the Partnership and subsequently ratified by the Council,
  - g) Agree, in accordance with grantors' conditions, the establishment and budget of the Partnership's Support Team,
  - h) Enter into funding agreements on the Partnership's behalf and in accordance with grantors' requirements,
  - i) Provide reasonable assistance to the Partnership enabling it to:
    - (i) Prepare and submit relevant documents for inspection by central government agencies or external auditors,
    - (ii) Undertake project appraisal and approval of proposed programmes/commissions,
    - (iii) Monitor approved programmes/commissions during and after implementation,
    - (iv) Support generally all programmes/commissions undertaken, and
    - (v) Offer support and assistance to the Partnership to ensure that spending of funding by the Partnership and its agents is in accordance with grantors' conditions and guidance.
- 3 The Council shall operate jointly with the Partnership to enter into funding and other agreements with grantors and prospective grantors. These shall be regarded as joint commitments although produced and delivered under the name and signature of the Council as Accountable Body.

## **6 Personnel**

### **6.1 The Partnership shall:**

- 1 Supervise and manage staff appointed to work as part of the Partnership's Support Team in accordance with the Council's;
  - a) Conditions of appointment, remuneration and superannuation,
  - b) Health and safety requirement,
  - c) Race relations and disability policy, and
  - d) Employee code of conduct.

This shall include all Council policy relating to the employment of permanent, interim, temporary, casual and agency employees.

### **6.2 The Council shall:**

- 1 Appoint a Director for the Partnership, in agreement with the Partnership Board and in accordance with the Partnership's constitution.
- 2 Employ the Partnership's Director and Support Team, as its own employees, upon the same terms as all other employees of the Council except:
  - a) All persons employed shall declare, at the commencement of their employment and on any change taking place, of any personal or prejudicial interest they may have in the work of the partnership, and
  - b) Where a person is employed specifically to work within the Support Team, their employment may be dependent upon the continuation of grant agreements.
- 3 Take reasonable steps to ensure that sufficient personnel are made available to enable the Partnership's Support Team to carry out its obligations, and shall;
  - a) Provide an appropriately qualified and experienced officer to act as its Authorised Officer, who shall represent the Chief Finance Officer,
  - b) Ensure that all officers who undertake work for the Partnership are suitably qualified and experienced,
  - c) Provide appropriate training for all officers working for the Support Team, and
  - d) Wherever practicable, make all officers aware, of all legislation, ministerial advice, grantors' requirements and the Council's constitution.



## **7 Finance**

### **7.1 The Partnership shall:**

- 1 Undertake all financial activities in accordance with the Council's financial and contract rules and such other procedures as may be required by the Council's Chief Finance Officer,
- 2 Undertake day-to-day responsibility for financial matters in accordance with;
  - a) Grantors' conditions,
  - b) The conditions of this agreement,
  - c) The Council's finance and contract rules, and
  - d) The Partnership's constitution.
- 3 Determine and approve annual budgets to enable delivery of programmes agreed by the Partnership Board and to provide for the necessary day-to-day expenditure of the Support Team,
- 4 Create and implement robust systems to control all income and expenditure,
- 5 Adopt procedures to identify and notify the Council of any unexpected income, receipts, commitments or expenditure,
- 6 Where necessary, procure and engage the services of experts, consultants and contractors to undertake activities in support of the delivery of programmes/commissions including those funded by other agencies,
- 7 Make grants to persons and organisations who it has resolved shall receive these,
- 8 Procure programmes/commissions for undertaking of services and works or provision of goods in accordance with the Council's Financial and Contract Rules.
- 9 Procure other goods, works and services necessary to the day-to-day running of the Partnership and the needs of the Support Team,
- 10 Request the Council to effect the ordering of and payment for;
  - a) Approved grants and programmes/commissions,
  - b) Goods works and services for the Partnership's use in accordance with its constitution and following approval of the Director,

### **7.2 The Council Shall:**

- 1 Establish and maintain a financial management system to account for all monies received and disbursed on the Partnership's behalf,
- 2 Act as Accountable Body in all financial matters, taking overall responsibility for the Partnership's financial activities in accordance with this agreement and with grantors' requirements.
- 3 Hold the funding securely and account for it in accordance with grantors' requirements and those of the Council's constitution.

- 4 Receive income and make payments on the Partnership's behalf only in accordance with;
  - a) Grantors' conditions
  - b) The conditions of this agreement,
  - c) The Council's finance and contract rules, and
  - d) The Partnership's constitution.
- 5 Maintain proper financial records, in accordance with its financial and contract rules, of all monies received and disbursed for the Partnership.
- 6 Submit claims for grant funding in respect of the costs it incurs in carrying out the role of Accountable Body only in accordance with its agreements with grantors.
- 7 Prepare in consultation with the Partnership all statements regarding the income, expenditure and disbursement of the grantor's funds as may be contained within that grantor's requirements,
- 8 Supply at the appropriate time, completed statements of income, expenditure and disbursements to;
  - a) The Partnership Board,
  - b) Grantors,
  - c) Central government agencies and departments, and
  - d) The Council's external auditors.

## **8 Audit Arrangements**

### **8.1 The Partnership shall:**

- 1 Co-operate with and assist the Council's chief internal auditor in the regular audit examination of systems operated by the Support Team, making available all records and providing explanations where required.
- 2 Receive the chief internal auditor's reports and effect, at its earliest convenience, recommendations contained within them,
- 3 Act upon all recommendations contained within the Chief Internal Auditor's reports where the Chief Finance Officer requires action to be taken.
- 4 Report any financial Irregularity or suspected irregularity in the use of any funding to the Council's Chief Internal Auditor and to the funder,
- 5 Provide the Council, its external auditors, and grantors with all documentation required to support defrayal of funds provided so as to enable the timely production of interim and final grant claims, and
- 6 Undertake the reasonable requirements of the Council where it acts in accordance with Section 8.24 of this Memorandum.

## **8.2 The Council Shall:**

- 1 Provide an internal audit of the financial and other systems operated within the Partnership's Support Team. The Council's Chief Internal Auditor shall examine, to the extent that he or she considers necessary, the use of any funds and resources for which the Council acts as the Accountable Body.
- 2 Undertake regular audit examination of the Partnership's activities. This shall determine whether financial and other systems operated by the Support Team provide a sufficient degree of protection to the Partnership's assets and to its officers in the performance of their day-to-day duties.
- 3 Present a report following each audit, which shall include recommendations to strengthen the systems operated by the Support Team.
- 4 Take appropriate action where it has reason to believe that the Partnership or any body acting as its agent is failing to:
  - a) Adhere to grantors' requirements, whether expressed as part of an agreement or otherwise.
  - b) Act in accordance with its own and the Council's constitution,
  - c) Maintain the systems to be used to control financial and other aspects of its work to a sufficient standard, or
  - d) Provide a suitable standard of probity.

## **9 Monitoring and Reporting**

### **9.1 The Partnership shall:**

- 1 Report at the agreed times and in the required format agreed with the Council upon;
  - a) Grant and other income received and receivable,
  - b) Applications made for further grant and other income,
  - c) Programmes or grant agreement made,
  - d) Grants and programmes anticipated, and
  - e) Current and projected costs of administration.

### **9.2 The Council Shall:**

- 1 Examine the systems used by the Partnership to appraise, approve and monitor programmes which are to receive funds disbursed through the Partnership,

### **9.3 Jointly**

- 1 The Council and the Partnership shall jointly operate a protocol for the making of reports or returns to GOWM and attendance at review or audit visits grantors. Under this arrangement:
  - a) The Partnership's Director and the Council's Authorised Representative will jointly initiate and attend all review and audit visits with GOWM.

- b) The Council's Authorised Representative will notify the terms and conditions of each Allocation Letter to the Partnership's Director and will consult with the Partnership prior to the Allocation Letter being accepted and signed by the Council as Accountable Body,
- c) The Council will prepare and consult with the Partnership as to all reports and returns to be made to GOWM, and
- d) The Council shall provide the Partnership with copies of all relevant written correspondence and details of communications between it and GOWM, except when this relates to matters of alleged fraud or individual misdemeanour.

## **10 Information, Records and Publicity**

### **10.1 The Partnership shall:**

- 1 Maintain records of all income and expenditure to provide all partners with up-to-date information regarding committed and anticipated expenditure,
- 2 Keep records of all applications made for programmes or other funding along with:
  - a) Details of reports to appraise or assess,
  - b) Dates upon which reports have been made to the Partnership's Pillar Executive Groups, Executive Committee, and Partnership Board, and
  - c) Decisions made as to whether to provide funding.
- 3 Keep a register of all grant agreements made with those persons and organisations who it has resolved shall receive funding. This shall include the;
  - a) Date of the approval and of the making of the agreement,
  - b) Name, address and other contract information,
  - c) Purpose for which the funding has been provided,
  - d) Value of funding to be made available,
  - e) Dates upon which the funding is to be paid or by which it should be claimed,
  - f) Anticipated outcomes from the funding, and
  - g) Assessment of the success of the project funded.
- 4 The Partnership shall obtain the prior written approval (not to be unreasonably withheld or delayed) of the Council's chief finance officer prior to its;
  - a) Disclosure or use of information about the Council in any form of publicity or advertising material or any other literature; or
  - b) Providing any interview, press statement or other information about the Council or its activities.
- 5 Upon receipt of any request or notice made under the
  - a) Freedom of Information Act,
  - b) Data Protection Act, or

- c) Any other legislation concerning the receipt, retention or transmission of information or data,

Forward these requests or notices to the Council's Freedom of Information Officer or Data Protection Officer as appropriate.

## **10.2 The Council Shall:**

- 1 Maintain securely for a period of at least seven years, all invoices, receipts and other relevant records of expenditure pertaining to;
  - a) Programmes and programmes operated by the Partnership, and
  - b) Operation of the Support Team.
- 2 Make available all documents and records held for inspection by the Council's;
  - a) Chief internal auditor, whether as part of a routine audit or otherwise,
  - b) External auditors and grantors,
  - c) Inspection and review agencies, and
  - d) Chief finance officer and staff involved in the creation of budgets, grant applications, submissions and claims.
- 3 These records shall also be made available to officers representing any funder or grantor who may have right of inspection.
- 4 The Council shall obtain the Director of the Partnership's prior written approval (not to be unreasonably withheld or delayed) to:-
  - a) Disclose or use information about the Partnership in any form of publicity or advertising material or any other literature; or
  - b) Provide any interview, press statement or other information about programmes or programmes operated by the Partnership.
- 5 Ensure that any information provided to the Partnership is accurate and made available at the earliest opportunity.

## **11 Assets**

### **11.1 The Partnership shall:**

- 1 Maintain a register of capital assets in accordance with the Council's requirements and any grantor's conditions,
- 2 Provide to the Council a report showing all assets held at the end of each financial year or upon the written request of the chief finance officer,
- 3 Notify the Council upon;
  - (i) Acquisition of any new asset and its addition to the register,
  - (ii) Any asset becoming irreparable or obsolete, or
  - (iii) Disposal of any existing asset and its deletion from the register,

**11.2 The Council Shall:**

- 1 Routinely examine the Partnership's register of assets in order to verify the assets' existence and condition,
- 2 Seek a report from the Partnership at the end of each financial year,
- 3 Notify grantors of any disposal or change of use of assets made available from their funding,
- 4 Reimburse the grantor, following sale of assets or change in their use, in accordance with grant conditions,
- 5 Arrange for the disposal of the Partnership's assets only in accordance with grantors' requirements, and.
- 6 Comply with grantors' requirements for the treatment of assets upon the termination of this agreement, the winding up of the partnership, or the cessation of grant funding.

DRAFT

# Schedule

## 1 Schedule of Meaning of Terms Used

The terms and expressions used in this Memorandum shall have the meanings set out below. Reference should also be made to the definitions of terms used in the Walsall Partnership constitution.

Term	Description
Accountable Body	The Council - whose policies and procedures will be followed regarding finance, procurement personnel, and other matters.
Memorandum of Roles and Responsibilities	The Memorandum setting out the responsibilities of and actions to be undertaken by the Partnership and the Council.
Authorised Representative	An officer of the Council who shall be appointed by the Chief Finance Officer to undertake duties on his or her behalf.
Chief Finance Officer	The Council's officer duly appointed in accordance with Section 151 of the Local Government (1972) Act.
Programmes	Programmes of work which utilise the funding for innovative pieces of work to deliver against the national indicator set targets, the SCS and the LAA.
Cross Cutting	Issues that impact across all of the targets
Delivery Plan	The Walsall Borough Sustainable Community Strategy and the Local Area Agreement. These documents together form the Partnership's Delivery Plan, setting out the actions which the Partnership intends to undertake over the forthcoming three to five years.
Executive Committee	The Executive Committee of the Partnership Board to include members of the Partnership Board and other senior staff or their representatives as necessary, to take forward strategies under the direction of the Partnership Board
Grant Agreement	An agreement made between the Partnership and each person/organisation who is to receive a grant or undertake a commission.
GOWM	Government Office for the West Midlands

<b>Term</b>	<b>Description</b>
Independent Appraisal	A process carried out by officers of the Walsall Partnership, or by others whose services are procured for this purpose, by which the merits and disadvantages of supporting a proposed programme/commission are examined.
Local Area Agreement	A three-year agreement between Walsall Council, WP and Government Office West Midlands to deliver against agreed set targets.
National Indicator Set	Set of targets set by National Government
Partnership Board	Representatives from nominated organisations and other co-opted individuals appointed to form the governing of the Walsall Partnership.
Performance Indicator	Locally set to achieve targets
Pillar Executive Group	An Executive Committee of each Pillar selected to ensure an appropriate scrutiny of proposed activity and uses of resources.
Pillar Groups	Delivery Partners and organisations.
Pillars	Delivery configuration to compliment the structure of the Local Area Agreement, consisting of four pillars: <ol style="list-style-type: none"> <li>1. Safer Stronger Communities Pillar</li> <li>2. Children and Young People Pillar</li> <li>3. Healthier Communities and Older Vulnerable People Pillar</li> <li>4. Economic Development and Enterprise Pillar</li> </ol>
The Partnership	All of the constituent groups of the Walsall Partnership or their sub-groups or stakeholder groups.
Routine Review Meetings	Meetings called by the Council to review periodically the Partnership's progress, financial position and compliance with both the Council's policies and grantors' requirements.
Walsall Compact	An agreement between the major delivery organisations across the Borough and the community and voluntary sector to ensure the sector is fully engaged with consultation mechanisms and decision making
The Council	Walsall Metropolitan Borough Council acting as a body corporate or through its duly appointed officers in accordance with its constitution.



Term	Description
WP	Walsall Partnership

DRAFT