

Council – 23 May 2011

Walsall Partnership Constitution and Accountable Body Agreement

Service Area: Neighbourhood Services

Wards: All

1. Summary of Report

- 1.1 To request Council ratification of the Walsall Partnership Constitution (**Appendix A**) and Accountable Body Agreement (**Appendix B**).

2. Recommendation

- 2.1 It is recommended that Council ratifies the Walsall Partnership 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, the documents are reviewed annually and amended where appropriate. Both the Walsall Partnership Board and Walsall Council are then required to formally approve and adopt this policy.
- 3.2. The changes made to the Constitution and Accountable Body Agreement for this 2011 review relate mainly to the changes in Government structure following the 2010 General Election and the subsequent removal of the Local Area Agreement.
- 3.3 Advice has been sought from the Council's Constitutional Services, Legal, Financial and Audit departments and changes to the policy have been made where appropriate.
- 3.4 This policy was presented and approved, in draft format, to the Walsall Partnership Board at its meeting on 21 March 2011. At that meeting, the Director of the Partnership was given delegated powers to make any further minor amendments before submission to the Council for approval on 23 May 2011.
- 3.5 This policy will be adopted by Walsall Partnership Board at its Annual General Meeting on 4 July 2011.
- 3.6 If Council does not adopt the Walsall Council/Walsall Partnership Constitution and Accountable Body Agreement, Walsall Partnership will not be able to continue to operate as it would be outside of its governance arrangements and unable to take any decisions.

Background Paper

Walsall Partnership Constitution and Accountable Body Agreement

Author

Clive Wright

Walsall Partnership Director

☎ 654707

✉ wrightclive@walsall.gov.uk



Constitution for Walsall Partnership

The document has been based upon the previous Constitution of Walsall Partnership and Terms of Reference of the Area Partnerships.

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

May 2011

Contents

1	NAME	5
2.	CONSTITUTION	5
	2.1. Approval	5
	2.2. Amendments	5
3.	OBJECTIVES	6
4.	STRUCTURE OF PARTNERSHIP AND SUPPORT TEAM	7
	4.1. The Partnership	7
	4.2. The Partnership Director	7
	4.3. The Support Team	8
5.	LEGAL FRAMEWORK	8
	5.1. General	8
	5.2. Status	8
6.	MEMBERSHIP	9
	6.1. Membership of the Partnership Board	9
	6.2. Membership of Executive Group	9
	6.3. Membership of Thematic Groups	10
	6.4. Specialist Assistance	10
7.	ROLES AND RESPONSIBILITIES	10
	7.1. Partnership Board	10
	7.2. Executive Group	11
	7.3. Thematic Group	12
	7.4. Walsall Council's Role and Responsibility	13

7.5.	Duties of All Members of the Partnership	13
8.	MEETINGS	14
8.1.	The Annual General Meeting	14
8.2.	Special General Meeting	15
8.3.	Partnership Board Meetings	16
8.4.	Executive Group Meetings	16
8.5.	Meetings of the Thematic Groups	17
8.6.	Election of Chairperson and Vice Chairperson	17
8.7.	Decision Making	18
8.8.	Minutes of Meetings	19
8.9.	Inquorate Meetings	20
9.	FINANCIAL MATTERS	20
10.	URGENCY PROCEDURE	22
11.	MEMBERSHIP	23
11.1.	Partnership Board	23
11.2.	Executive Group	23
11.3.	Thematic Groups	23
12.	AREA PARTNERSHIPS	23
12.1.	Name	23
12.2.	Remit	24
12.3.	Objectives	25
12.4.	Area Managers	25

12.5.	Area Partnership Meetings	26
12.6.	Area Community Meetings	27
12.7	Duties of Members of Area Partnership Meetings and Area Community Meetings	28
12.8	Specialist Assistance	29
12.9	Meetings	29
12.10	Minutes of Meetings	30
12.11	Inclusion of Items on the Agenda	30
12.12	Decision Making	31
12.13	Inquorate Meetings	31
12.14	Public Participation – Area Community Meetings	32
13.	WALSALL PARTNERSHIP MEMBERS’ INTERESTS	32
13.1.	Personal Interests	32
13.2.	Disclosure of Personal Interests	33
13.3.	Prejudicial Interests	33
13.4.	Participation in Relation to Disclosed Interests	33
14.	WALSALL PARTNERSHIP EXEMPT INFORMATION/ PRIVATE MEETINGS	33
Part 1	Descriptions of Exempt Information : England	33
Part 2	Qualifications : England	34
Part 3	Interpretation : England	34
Appendices		
1.	Meaning Of Terms Used	36
2.	Executive Group – Terms Of Reference	38

1. Name

1. The local strategic partnership for the metropolitan borough of Walsall shall be known as “Walsall Partnership” and for the purposes of this Constitution “the Partnership”.
2. Walsall Metropolitan Borough Council shall be known as “Walsall Council”.

2. Constitution

2.1. Approval

1. This Constitution shall come into effect when it has been:
 - a) Approved by the Walsall Partnership Board, and
 - b) Ratified by a resolution of Walsall Council.
2. The Constitution shall remain in force until it is amended by the Partnership, suspended, or revoked by law or underwritten ministerial advice.
3. Changes to the Constitution will be communicated at the relevant Walsall Partnership Board Meeting and adopted at the Annual General Meeting.
4. When the Board has approved a change to the Constitution, either wholly or in part, then it is the responsibility of the Board Members to ensure endorsement within their own governance structures.

2.2. Amendments

- a) 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 any Walsall Partnership Board meeting
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 Walsall Council’s Chief Executive on behalf of the Accountable Body.
5. A record of any amendments made to the Constitution will be kept centrally by the Support Team. These will be reported at the Annual General Meeting.

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 Indicator Set (NIS) targets, set by central government, for tackling deprivation;
 - b) Improving the quality, economy, efficiency and effectiveness of services delivered by and through local agencies to all the people living, working or studying 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 (SCS) for the borough of Walsall;
 - b) Supporting the work of Area 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 and Area Partnerships' key themes;
 - e) Promoting and supporting the values and principles of the Walsall Compact throughout the whole range of the Partnership's activities;
 - f) 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;
- g) Building a common purpose and shared commitment so as to co-ordinate partners' activities;
 - h) Developing and publicising common aims and priorities to promote a positive image of Walsall;
 - i) Sharing local information and good practice;
 - j) Identifying, encouraging and supporting effective local initiatives;
 - k) Developing a performance management framework;
 - l) Developing a performance management framework under which to review the SCS objectives, targets and other performance indicators; and
 - m) 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) Executive Group,
 - c) Thematic Groups as defined in paragraph 6.3 of this Constitution,
 - d) Such other groups as may be constituted by the Partnership Board, and
 - e) The six Area 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 Group; and
 - e) Attend meetings of the Partnership Board, Executive Group 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) Assisting with the 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 Group;
 - g) Management of the six Area Partnerships and work with officers who support these groups; and
 - h) Servicing and providing assistance to groups identified at section 4.1.1 on page 7 of this Constitution or as required by the Partnership Director.

5. Legal Framework

5.1. General

1. The Partnership is established pursuant to Central Government guidance on local strategic partnerships (LSPs).
2. The Partnership will respond as necessary to any new or amended legislation, further Central 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 Group.

5.2. Status

1. The Walsall Partnership is an unincorporated association.
2. The Partnership Board, the Executive Group or any other group within the Partnership shall not be described as or not 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 Walsall Council as its 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;
 - 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 11.1 on page 22 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 Group

1. Membership of the Executive Group shall be open to:
 - a) Named officers of those organisations/groups listed in Section 11.2 on page 23 of this Constitution, and
 - b) Any other persons who the Partnership Board resolves shall join the Executive Group for such time as it may prescribe.
2. Upon appointment, each member of the Executive Group 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 Group 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 Group; and

- d) Have been properly briefed prior to attending the Executive Group meetings.
3. A member of the Executive Group, 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 Thematic Groups

- 1. A Thematic Group shall represent a theme of the Partnership's work.
- 2. Membership of each Thematic Group shall be as described in Section 11.3 on page 23 of this Constitution, and shall include any other persons who the Executive Group resolve shall join one or more Thematic Group.

6.4. Specialist Assistance

- 1. Specialist advisors may be asked to attend meetings of the Partnership Board, the Executive Group or any of the Thematic 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 Group.

7. Roles and Responsibilities

7.1. Partnership Board

- 1. The Partnership Board shall;
 - a) Hold meetings on at least a bi-monthly basis, unless decided otherwise by the chairperson of the Partnership Board, 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) Approve Walsall Partnership's Constitution and Accountable Body Agreement in May of each calendar year, in line with the Annual Meeting of Walsall Council, where Walsall Partnership's Constitution and Accountable Body Agreement are approved in their role as Accountable Body;
 - e) Members of the Partnership Board will ensure that Walsall Partnership's Constitution is ratified through their own governance arrangements and report back to the Partnership Board on progress;

- f) Ratify the Partnership's annual budget, including that for the maintenance of the Support Team, for each financial year;
- g) Be notified of any Partnership claims for existing grants and any applications for further or additional funding;
- h) Monitor performance management at the level of overall outcomes of activity, and take appropriate action;
- i) Review the SCS, and recommend accordingly to Walsall Council that this shall be the key policy driver for all members of the Partnership;
- j) Set overall priorities for the Partnership's annual work programme and delivery structure;
- k) Appoint, and where appropriate alter, membership of the Executive Group;
- l) Provide Terms of Reference to the Executive Group, and, where appropriate, Thematic Groups, and direct their work;
- m) Set up sub-groups, as it sees fit, that will have specific delegated powers as prescribed by the Board;
- n) Set the date for the Partnership's Annual General Meeting;
- o) Recommend, where appropriate, changes to the Partnership's Constitution to be discussed at its Annual General Meeting;
- p) Inform the Annual General Meeting of the Partnership's activities, impact and financial position;
- q) Promote the work of the Partnership in Walsall, the Black Country, the West Midlands and beyond;
- r) Seek, receive, and resolve whether to take action upon progress and other reports from each Area Partnership;
- s) Be involved in the recruitment and selection process of the Partnership Director, led by Walsall Council;
- t) Report to the Executive Group on the Partnership Board's activities;
- u) Approve the establishment and structure of the Support Team; and
- v) 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. The Executive Group

1. The Executive Group shall:
 - a) Undertake their 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) Be informed of, and where appropriate alter, membership of the Thematic Groups;
- d) Oversee development of detailed work programmes and commissions forming the delivery structure, ensuring that:
 - (i) Priorities are identified,
 - (ii) Available resources are identified and allocated, and
 - (iii) Achievable targets are set;
- e) Receive performance information from NIS performance and Thematic Groups and take appropriate action;
- f) Ensure that cross-cutting issues are achieved through the commissioning process;
- g) Work together to identify potential ways of bringing together partner organisations' strategic planning cycles;
- h) Work together to identify potential efficiencies across the partnership; and
- i) Report to the Partnership Board on the Executive Group's activities and decisions.
- j) Annually review its Terms of Reference in line with the review of Walsall Partnership's Constitution in May of each calendar year.

7.3. Thematic Groups

1. The Thematic Groups shall:
 - a) Undertake their work within the terms of this Constitution and the Terms of Reference approved by the Thematic Group;
 - b) Ensure that programmes of work are developed, prioritised and undertaken within available resources to achieve the objectives of:
 - i) The SCS,
 - ii) The Area Plans, 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 and support work programmes agreed for the Thematic Group, ensuring these are prioritised towards achieving agreed milestones and targets;
 - g) Identify potential commissions and put these forward to the appropriate partner governance structure for its approval;
 - h) Ensure commissioned work conforms to the Accountable Body's requirements;

- i) Oversee the performance management of their respective Thematic Group area;
- j) Appoint a representative to report their activities to the Executive Group and the Partnership Board, as required or requested;
- k) Suggest and develop, in conjunction with other relevant Thematic Groups, cross-cutting activities to further the Partnership's work; and
- l) Ensure compliance with the Partnership's performance management framework.
- k) Review their Terms of Reference on a regular basis, but as a minimum, every two years.

7.4. Walsall Council's Role and Responsibility

1. 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. Walsall 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 Group. 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 Board

1. Each member of the Partnership Board 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 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 a 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's financial year shall run from 1 April to 31 March and be co-terminus with that of Walsall Council. 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 Area Partnership, until the next Annual General Meeting;
 - h) Nominating to each Area Partnership partners as specified in Section 12.4 on page 25 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, one of whom must be the chairperson or vice-chairperson and include a representative of the Accountable Body. If a quorum is not present ten minutes after the time set for the meeting to begin, the chairperson or vice-chairperson shall decide if the meeting will continue (see section 8.9).

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 four members of the partnership, or
 - c) An urgent matter needs to be discussed, as agreed by the Partnership Director and the chairperson
2. The Partnership Board's motion, the signed request or urgency request must state the reason for the calling of the meeting and only the matter stated in the Partnership Board's resolution, request or urgency request should be discussed at the Special General Meeting.
3. The Special General Meeting shall take place as agreed by the Partnership Director and the chairperson.
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 five working days' 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 10 minutes after the time set for the Special General Meeting to begin, the chairperson or vice-chairperson shall decide if the meeting will continue (see section 8.9).

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 Group or sub-groups, where appropriate,
 - 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 the chairperson or vice-chairperson shall decide if the meeting will continue (see section 8.9).

8.4. Executive Group Meetings

1. At least five days before the date set for Executive Group meetings, 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 Group'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) Proposals for programmes/commissions or to award grants, where appropriate,
 - f) Proposals to make any other form of expenditure not included in the Partnership's approved budget,

- g) Any other items on the agenda which has been notified to Partnership Board members, and
 - h) Any other matters which the chairperson has agreed may be discussed under "Any Other Business".
3. A quorum of three members or their substitutes must be present at an Executive Group meeting for it to reach any decisions.

8.5. Meetings of the Thematic Groups

- 1. Thematic Groups shall meet regularly and at intervals determined by each group.
- 2. These groups shall discuss all matters brought to their attention regarding the development of policy, projects, programmes/commissions and grants affecting their Thematic Group area.
- 3. All recommendations from the groups either to effect a change of policy regarding the Thematic Group area or to award a commission or grant shall normally be brought to the next meeting of the appropriate partner's governance structure. Where the Council is the accountable body for any funding awarded to a commission or grant, then approval of Cabinet must be sought before any funding is released.
- 4. Meetings of these groups shall be reported to the Executive Group and Partnership Board as appropriate.
- 5. Quoracy for the Thematic Groups will be determined within the Terms of Reference for each group.

8.6. Election of Chairperson and Vice-Chairpersons of Walsall Partnership Board

- 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 organisation within the Partnership.
- 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 member 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 members to vote, each member 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; and
 - 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 chairperson, a replacement chairperson may be appointed by the Board. The replacement chairperson 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 5 of this Constitution.
2. Wherever possible, the Partnership Board, the Executive Group 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 chairperson of the Partnership and the Leader of Walsall 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; and
- 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.
- e) A record of all decisions taken under 'emergency' will be kept by centrally by the Support Team. These will be reported at the Annual General Meeting.

8.8. Minutes of Meetings

1. Every meeting of the Partnership Board and Executive Group shall be minuted. Minutes of each meeting shall be:
 - a) Provided to every Partnership Board or Executive Group 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 Group;
 - 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 chairperson or vice-chairperson.
2. Approved minutes of the Partnership Board'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. Approved Minutes of the Executive Group's meetings shall:
 - a) Be made available to members of the Executive Group and any substitutes who have attended the meeting, due to the nature of the items discussed being deemed as confidential
 - b) Be made available The Accountable Body, on request, and
4. Where the Partnership Board resolve 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 Group 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 Group 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 Group 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. The Partnership must undertake all financial activities in accordance with Financial Procedure Rules, the Budget Management and Control Manual and Grants Manual as well as in line with Financial and Contract Rules (2006) and new Contract Rules (2010) of the Accountable Body.
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 Cabinet of Walsall Council. This shall be undertaken in collaboration with the Chief Finance Officer of Walsall Council.
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 Walsall Council's ledger for all:
 - (i) Budgets approved by the Cabinet of Walsall Council,
 - (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) Provide support on grant claims and monitoring of grant expenditure to ensure grant conditions are met although the management and maintenance of all grants lie with Partnership Officers
 - g) Produce financial reports to meetings of the Partnership Board, Executive Group and Thematic Groups, as required; and
 - h) Provide financial advice.
5. Walsall Council's Head of Internal Audit, 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/her attention.
 6. The Partnership Board, Executive Group and Support Team shall procure all items required for the running of the Partnership in accordance with Walsall Council's Financial and Contract Rules (2006) and new Contract Rules (2010), 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 Group unless it is contrary to the requirements of Section 7.3.1 (l) on page 13 of this Constitution.
 7. All orders for goods, works or services shall be raised and payments made only by Walsall Council's Chief Finance Officer or the Executive Director for Neighbourhood Services or an officer formally authorised to act on those officers' behalf.
 8. Commissions and grants shall be created following:
 - a) Receipt by the Support Team of an agreed project pro forma;
 - b) Creation of a report by the Support Team recommending acceptance or otherwise of the agreed activity and funding requested;
 - c) Approval of the application by the appropriate partner's governance structure;
 - d) Approval of a Grant Agreement by the applicant; and

- e) Signature of the Grant Agreement on behalf of Walsall Council by its Chief Finance Officer or an officer specifically authorised to sign agreements on that officer's behalf.
9. The appropriate partner's governance structure 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 Board 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 (2006) and new Contract Rules (2010). 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 Walsall 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 Corporate Management Team and the Cabinet of Walsall Council.

11. Membership

11.1. 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 Walsall Council

- b) Leaders of two opposition parties
- c) Chief Executive of Walsall Council
- d) Chief Executive of NHS Walsall
- e) Local Policing Unit (LPU) Commander
- f) Chief Executive of Walsall Housing Group
- g) Chief Executive or President of Chamber of Commerce
- h) Chief Executive of Walsall Voluntary Action
- i) Representative of West Midlands Fire Service

11.2. Executive Group

1. Membership of the Executive Group shall comprise the following:

- a) Chief Executive of Walsall Council
- b) Chief Executive of NHS Walsall
- c) Chief Executive of Walsall Housing Group
- d) Local Policing Unit (LPU) Commander
- e) Representative of West Midlands Fire Service
- f) Principal of Walsall College

11.3. 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.

12 Area Partnerships

12.1 Name

1. The names of each of the six Area Partnerships set up by Walsall Council, through Walsall Partnership are shown in the Table 1 below, along with the Ward areas each shall serve.

Table 1 – Area Partnerships' Names and Ward Areas Covered

Area 1: Brownhills / Pelsall / Rushall / Shelfield	Brownhills Pelsall Rushall / Shelfield
Area 2: Aldridge & Beacon	Aldridge Central and South Aldridge North and Walsall Wood Pheasey Park Farm Streetly
Area 3: North Walsall	Birchills / Leamore Blakenall Bloxwich East

	Bloxwich West
Area 4: Walsall South	Paddock Palfrey Pleck St Matthew's
Area 5: Darlaston / Bentley	Bentley and Darlaston North Darlaston South
Area 6: Willenhall / Short Heath	Short Heath Willenhall North Willenhall South

12.2 Remit

1. Walsall Partnership (Walsall Council and its Partners) shall support the six Area Partnerships. Each Partnership shall:
 - a) Act in accordance with Walsall Partnership's Constitution and these Terms of Reference;
 - b) Report to Walsall Partnership on its progress including financial, operational and achievements including the monitoring of outcomes;
 - c) Engage with communities to facilitate delivery of improved services and development of vibrant communities; and
 - d) Develop an Area Plan for the area it serves .
2. This Area Plan 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 result in improved outcomes for the local community
 - c) Identify, for the area served by the Area Partnership, outcomes which can be delivered within that area;
 - d) Measure community satisfaction with what is planned and what has been achieved; and
 - e) Each Area Plan shall be submitted to and approved by the Walsall Partnership Board.

12.3 Objectives

1. Each Area Partnership shall have the following key objectives:
 - a) To involve and consult with local residents, businesses and partner organisations in agreeing an annual Area Plan for their area, which will inform the Sustainable Community Strategy,
 - b) To manage and monitor their Area Plan and to annually publish the achievements, consistent with Walsall Partnership's performance management framework, and
 - c) To increase local community involvement in their area and to involve local people in improving the environment in which they live and work

12.4 Area Managers

1. Each Area Partnership will be supported by one Area Manager.
2. Area Managers will be required to convene meetings, facilitate consultation with local communities, and act as the key contact point for Elected Members, residents, business and voluntary and community sector organisations within the area.
3. Area Managers will be responsible for delegated budgets allocated to each Area Partnership, however, authority to formally procure and sign for expenditure on goods and services will be restricted to officers of the Council. Those Area Managers directly employed by the Council will receive a letter from the Executive Director for Neighbourhood Services, identifying their financial responsibilities and limits. For those employees not directly employed by the Council, (i.e., on secondment from partner agencies), formal sign off for goods and services and ordering of such items, will need to be signed off by the Partnership Director or his nominee. Again, a letter to this effect will be completed by the Executive Director for Neighbourhood Services for any such nominee identifying their financial responsibilities and limits.
4. Area Managers will also:
 - a) Directly engage with community groups;
 - b) Organise and facilitate local community action tasking meetings;

- c) Support members of both the Area Partnership and Area Community meetings;
- d) Advise and support partner officers who are working within the area;
- e) Involve the Voluntary and Community Sector in developing the Area Partnership's Area Plan;
- f) Involve local businesses in developing the Area Partnership's Area Plan;
- g) Facilitate the production, updating and publication of the Area Partnership's Area Plan;
- h) Produce information to help Area Partnerships monitor the progress of the Area Plan and report progress to Area Partnership and Area Community meetings;
- i) Develop and produce communication methods and other promotional materials; and
- j) Co-ordinate consultation events, information days, workshops and other related activities on behalf of the Area Partnership, as part of the wider engagement and involvement agenda.

12.5 Area Partnership Meetings

1. Purpose

- 1.1 The purpose of these meetings is to bring the key partners together to discuss and assimilate the information from consultation and engagement and to agree tasks to address the issues and concerns raised by communities. Partnership meetings will also address the more strategic aims of the Area Plan. Area Plans will consider the aspirations of local people and their wider needs identified by borough-level evidence as well as the Sustainable Community Strategy.
- 1.2 Partners will discuss and agree the tasks that they will undertake. This will focus initially on the *cleaner, greener, safer* issues but will increasingly encompass wider considerations as Area Partnerships develop. This local "tasking" will be integrated with the borough-wide tasking that already takes place.

2. Membership will consist of:

- a) Identified partner officers and representatives of organisations within the area, to include Walsall Council, Police, NHS Walsall, Fire Service and Walsall Housing Group / other Registered Social Landlords
 - b) Elected Members
 - c) Co-opted members (without voting rights) as agreed for specific issues raised
3. The chairperson and vice-chairperson of the meeting will be agreed by the membership.
- 2.1 In the absence of the chairperson, the vice-chairperson shall chair the meeting.
4. Frequency of meetings will be agreed within each area, but there will be a minimum of six meetings per year to be convened by the Area Manager.

12.6 Area Community Meetings

1. Purpose

- 1.1 These meetings will be led by local councillors, but with the flexibility for councillors to empower others to lead and/or chair as they see fit.
- 1.2 Community meetings will also identify local issues to be referred to the partners' meeting. However, some issues may benefit from local action and so task-and-finish groups will be encouraged and supported to establish.
2. Membership will consist of:
- a) Elected Members
 - b) Co-opted members (without voting rights) as agreed for specific issues raised
- 1.1 Elected Members' terms of office will begin at the Annual Meeting of Walsall Council and cease at the end of the Municipal Year.
3. The chairperson and vice-chairperson of the meeting will be agreed by the membership at the first meeting in the new Municipal Year.
- 3.1 In the absence of the chairperson, the vice-chairperson shall chair the meeting. They will have the same powers as the chairperson for that meeting.

4. Meetings will be held six times per year with the possibility of calling one special meeting per cycle and convened and supported by Constitutional Services.

12.7 Duties of Members of Area Partnership and Area Community Meetings

1. Every member of an Area Partnership and Area Community Meetings shall endeavour to:
 - a) Attend all meetings; failure to attend three consecutive meetings will trigger a review of the continued representation of that organisation / individual at the meeting. In the case of the Area Partnership Meetings, the review will be led by the Area Manager. In the case of the Area Community Meetings, the review will be led by Constitutional Services, Walsall Council.
 - b) Contribute positively to the discussions.
 - c) Work with the other members to take important decisions, leading to decisive action for the improvement of areas in which people live, study 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 Area Partnership by seeking and responding to local people's views and concerns.
 - f) Use their experience and expertise in order to develop good, workable solutions to their area'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 confident communities.

12.8 Specialist Assistance

1. 'Specialists' may be asked to attend either or both of the Area Partnership or Area Community meetings. They shall:
 - a) Inform debate, and

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

12.9 Meetings

1. Each Area Partnership's and Area Community's first meeting will take place after the Annual Meeting of Walsall Council. A schedule of meetings for the year will be presented at Walsall Partnership's Annual General Meeting and circulated to all Elected Members and members of the Area Partnership and Area Community meetings.
2. The last of the meetings shall be before Walsall Council's Annual Meeting.
3. Meetings should be held within the area covered by the Area Partnership and be held in venues accessible to all.
4. At least five working days before the date set for the Area Partnership Meeting members shall be, and Area Community meetings, Elected Members shall be:
 - a) Informed, in writing, of the date, time and venue of the meeting, and
 - b) Provided with an agenda and relevant paperwork for the meeting.
5. The agendas for both the Area Partnership and Area Community meetings should include, amongst other things:
 - a) Apologies received from members;
 - b) Declarations of interest from members;
 - c) Late items (to be agreed by the chairperson in exceptional circumstances);
 - d) Minutes of the previous meeting;
 - e) Progress report on the Area Plan;
 - f) Approval or amendment to any report to be made to Walsall Partnership Board; and
 - g) Financial decisions made and budget monitoring and control reports.

12.10 Minutes of Meetings

1. Area Partnership Meeting

1.1. Every Area Partnership meeting will be minuted. Minutes of each meeting will be:

- a) Provided to each member of the relevant meeting;
- b) Discussed and amended for accuracy (as appropriate) at the next ordinary meeting;
- c) Following any amendments, approved as a correct record of the business and resolutions / actions of the meeting;
- d) The final set of minutes will be signed and dated by the chairperson;

2. Area Community Meeting

2.1. Every Area Community meeting will be minuted. Minutes of each meeting will be:

- a) Provided to each member of the relevant meeting;
- b) Discussed and amended for accuracy (as appropriate) at the next ordinary meeting;
- c) Following any amendments, approved as a correct record of the business and resolutions / actions of the meeting;
- d) The final set of minutes will be signed and dated by the chairperson.
- e) Published on the relevant webpage, located on the Walsall Partnership website; and
- f) Made available to members of the public by the Area Manager.
- g) Approved minutes of each Area Community meeting will be shared with the Area Partnership meeting.

3. Once approved minutes of the Area Partnership or Area Community meeting shall not be altered, except following a resolution of the next meeting. A copy will be submitted to the Board of Walsall Partnership for information.

12.11 Inclusion of Items on Agendas

1. Any member of either the Area Partnership or Area Community meetings may comment on items on the agenda and ask the relevant chairperson for an item to be included on the agenda, provided that:
 - a) The item falls within the remit of the relevant meeting, and
 - 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 the Area Partnership Manager, who will consult with the chairperson.
3. It is the decision of the chairperson as to whether or not the item is to be included on the agenda.

12.12 Decision-Making

1. Wherever possible, the Area Partnership and Area Community meeting 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 to be 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 leave the meeting for that item and not vote upon it.
7. In respect of Area Partnership meetings the names of substitutes shall be notified to the appropriate Area Manager before commencement of the meeting.

12.13 Inquorate Meetings

1. For both the Area Partnership and Area Community meetings, a quorum of one third of the membership is required, but must not be less than three members for it to reach a decision. Where a meeting is inquorate, the Chair will 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 30 minutes; or
 - c) Continue with the business of the meeting.
2. Where the chairperson decides to continue the meeting, it may discuss all the matters on 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.

12.14 Public Participation – Area Community Meetings

1. Area Community meetings are open to the public.
2. If a member of the public wishes to raise an issue / concern, then, in the first instance, this should be made to the Area Partnership Manager, who will decide on the most appropriate course of action.
3. If the issue is of significant concern, the Area Community Meeting chairperson may decide to place the item on a future agenda for discussion.
4. The Area Community Meeting chairperson will decide on whether the person raising the concern will be allowed to speak on the matter at the meeting. If the chairperson agrees to this course of action, then the speaker will be allocated a maximum of five minutes.
5. There will be no designated public forum.

13. Walsall Partnership Members' Interests

13.1. Personal Interests

1. A member of the Partnership Board, Executive, Group, Thematic Groups and other such groups as constituted by the Partnership Board must declare 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 person listed in sub-paragraphs (a) to (d) of this section 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.

13.2. 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.

13.3. Prejudicial Interests

1. 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.

13.4. Participation in relation to disclosed interests

1. 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; and
 - b) Not seek improperly to influence a decision about that matter.

14. Walsall Partnership Exempt Information / Private Meetings

Part 1 – Access to Information: Exempt Information / 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 members of 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.

Part 2 – Qualifications: England

8. 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 2006;
 - 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
 - a) The Charities Act 1993 (as amended) .
9. 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.
10. 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.

Part 3 – Interpretation: England

11. 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:

- a) 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
- b) 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 Walsall 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 Walsall 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).

12. 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
 - (i) 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.

Meaning of Terms Used

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

Table 1 - Explanation of Terms Used in this Document

Term	Description
Accountable Body	Walsall Council whose policies and procedures will be followed regarding e.g. finance, procurement, personnel
Accountable Body Agreement	The agreement setting out the responsibilities of and actions to be undertaken by the Partnership and Walsall Council
Area Partnership	Walsall Council's neighbourhood engagement structure whose membership is made up of Elected Members and a designated representative of each partner organisation
Commissions	Please see section of Programmes/ Commissions below
Cross-Cutting	Issues that impact across all of the targets
Emergency	Any emergency will be defined as any situation in which the relevant officer believes that there is a risk to the reputation of the Partnership, its partners or its funding.
Executive Group	The Executive Group of the Partnership Board to include members of the Partnership Board and other senior staff or their representatives as necessary, to take forward strategies / projects 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 Strategic Partnership (LSP)	An overall partnership that brings together organisations from the public, private, community and voluntary sector within a local authority area, with the objective of improving people's quality of life.
National Indicator Set (NIS)	Targets set by national Government
Partnership Board	Representatives from nominated

Term	Description
	organisations and other co-opted individuals appointed to form the governing body of the Walsall Partnership
Performance Indicator	Locally agreed to achieve national indicator set targets
Project Pro Forma	Agreed format to be completed to access funding, which has been delegated to the Partnership for distribution
Programmes/ Commissions	Programmes of work which utilise funding for innovative pieces of work to deliver against the national indicator set
Support Team	Includes the Director of Walsall Partnership, appointed by the Accountable Body, and a team of officers to support the work of Walsall Partnership and deliver jointly agreed actions
Sustainable Community Strategy (SCS)	A document that sets out a range of outcomes across the partners that take into account the aspirations and needs of all citizens within the borough.
Thematic Group The Partnership Walsall Compact	Partner groups that identify activities to deliver targets All of the constituent groups of the Walsall Partnership or their sub-groups or stakeholder groups 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



EXECUTIVE GROUP

TERMS OF REFERENCE

Key Purposes:

The Executive will

- 1 Ensure that a cross-cutting approach is taken to delivering outcomes and that linkages between themes are made to improve efficiency, effectiveness and reduce duplication.
- 2 Use performance information and ensure that theme groups, or other appropriate groups, formulate effective corrective action plans.
- 3 Ensure that good practice within Walsall and also from 'best in class' examples in other authorities are considered.
- 4 Ensure that all partners' investments in activity are considered and included.
- 5 Ensure that service providers and theme groups link activities into Area Partnerships.
- 6 Ensure that the equalities agenda is fully integrated into delivery at the outset and on an ongoing basis.
- 7 Ensure that sustainability is fully integrated into delivery at the outset and on an ongoing basis.
- 8 Ensure the ongoing monitoring and evaluation of impact and value for money in delivery.
- 9 Ensure that all partners' resources are used effectively and efficiently.
- 10 Consider and agree a joint approach to strategic planning cycle processes, if appropriate.

In delivering priorities the Executive Group will:

- 11 Receive presentations, reports and proposals from Theme Groups, as necessary.
- 12 Promote and facilitate focused discussion directed at improving outcomes by asking a series of critical questions, for example:
- i) Have plans been developed by an appropriate and inclusive group of partners?
 - Which partners are missing?
 - Has the voluntary and community sector been involved?
 - Have linkages been made?
 - ii) Has good practice within Walsall and 'best in class' been considered? What are the conclusions?
 - iii) Have all partners made transparent all of the resources utilized and impacting upon this indicator, including mainstream?
 - iv) How have the priorities been produced?
 - Evidence of high impact being prioritized
 - Evidence of the use of data and intelligence
 - v) How are Area Partnerships linked in to delivery and how have they influenced priorities?
 - vi) How has sustainability been considered?
 - Environmental sustainability – CO₂ reduction and/or adaptation to climate change
 - Ability to fund/invest in same
 - vii) How has equalities been considered?
 - Impact on disadvantaged groups
 - Use of data and intelligence
 - Plans for engagement and inclusion
 - viii) How will the programme be evaluated?
 - ix) To what extent are the interventions 'preventative' rather than treating symptoms?
 - x) What are the arrangements for 'tasking/corrective action' planning?
 - xi) What is the impact of non-delivery?

- xii) What are the problems/difficulties with this indicator? Why haven't we overcome them?
- xiii) What adjustment has been made to delivery? Why hasn't this worked?
- xiv) How do we compare to 'best in class' of similar local authority areas?
- xv) Has the intelligence been reviewed? What changes need to be made?
- xvi) How will resources be adjusted?

13 Review new strategy and ask critical questions, for example:

- i) How will this strategy deliver the priorities of the Sustainable Community Strategy and Area Plans?
- ii) Does the strategy have an 'outcomes framework'?
- iii) Does the strategy make sufficient, cross-cutting linkages?
- iv) Has sustainability been considered?
- v) Has equalities been considered?
 - Impact on disadvantaged groups
- vi) Has a health inequalities impact assessment been undertaken?
- vii) Has an action plan been devised with an accountable body and feedback mechanism?



Walsall Partnership

Accountable Body

Memorandum of Roles and Responsibilities

May 2011

Contents		Page
1	STATUS	3
	1.1 The Council	3
	1.2 The Partnership	3
2	BACKGROUND	4
3	COMMENCEMENT, TERMINATION AND VARIATION	5
4	NON – DISCRIMINATION	7
5	OPERATION OF THE MEMORANDUM	8
	5.1 The Partnership	8
	5.2 The Council	9
6	PERSONNEL	11
	6.1 The Partnership	11
	6.2 The Council	11
7	FINANCE	12
	7.1 The Council	12
	7.2 The Partnership	12
8	AUDIT ARRANGEMENTS	14
	8.1 The Partnership	14
	8.2 The Council	14
9	MONITORING AND REPORTING	15
	9.1 The Partnership	15
	9.2 The Council	15
	9.3 Jointly	15
10	INFORMATION, RECORDS AND PUBLICITY	16
	10.1 The Partnership	16
	10.2 The Council	16
11	ASSETS	18
	11.1 The Partnership	18
	11.2 The Council	18
Appendix 1	Schedule of Meaning of Terms Used	19

Internal Memorandum

1 Status

1.1 Walsall Metropolitan Borough Council

- 1 The Council acts under powers given to it by the Local Government Act 2000 and in accordance with its Constitution, which enables 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

- 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 metropolitan borough of Walsall. 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 metropolitan borough of Walsall.
- 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 LSPs to identify an organisation to take on the role of the Accountable Body. This Memorandum of Roles and Responsibilities 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).
- 4 As a LSP, the Partnership is not capable of entering into a contract as it is not a single entity. This Memorandum is therefore not intended to be legally binding; its purpose is to set out the respective roles and responsibilities of the Council acting as the 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 Council – 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 Council; and
 - b) A resolution of the Partnership Board.
- 3 The Memorandum shall terminate upon the disbanding or winding up of 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 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 Council 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 either directly or indirectly any person on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing neither the Council nor the Partnership shall unlawfully discriminate either directly and indirectly, harass or victimise any person within the meaning and scope of the Equality Act 2010 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, European Commission 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, its Executive Group, the Thematic Groups, Area Partnerships and its 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 Area Plans in consultation with:
 - (i) The people of Walsall;
 - (ii) Organisations delivering services within the metropolitan borough of Walsall and the surrounding area;
 - (iii) Area Partnerships;
 - (iv) Representatives of voluntary bodies; and
 - (v) Representatives of other interested groups.
 - d) Provide, at the required time and in the prescribed form, the approved Area Plans, as defined in the Schedule attached to this Memorandum, to the Council and to Grantors.
- 4 Through its Executive Group, Thematic Groups, Area Partnerships and its 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/Commissions by awarding Grants to other organisations acting as delivery agents;
 - e) Agree terms and conditions of Programmes/Commissions so as to enable a Grant Agreement which is specific to each programme to be made with persons and agencies whose Programmes/Commissions 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 any Grantors 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 Financial and Contract Rules (2006) and new Contract Rules (2010) and any procedures made under those Rules; and
 - b) The Partnership's Constitution; and
 - c) The 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 Grant Agreements with organisations who provide Programmes/Commissions approved by the Partnership and subsequently approved 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 through the Partnership to enter into funding and other agreements with Grantors and prospective Grantors. These shall be regarded as delegated 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) Equalities and Diversity policies; 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, 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 Grants.
- 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 (2006) and new Contract Rules (2010) 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 Financial and Contract Rules (2006) and new Contract Rules (2010); and
 - d) The Partnership's Constitution.
- 3 Determine annual budgets to enable delivery of Programmes/Commissions identified by the Partnership Board, its Executive Group, Thematic Groups and/or Area Partnerships 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 (2006) and new Contract Rules (2010).
- 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 Partnership's 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 Approve funding for Programmes/Commissions identified by the Partnership Board, its Executive Group, the Thematic Groups and/or Area

Partnerships, the allocation of which funding has been delegated to the Partnership.

- 4 Hold the funding securely and account for it in accordance with Grantors' requirements and those of the Council's Constitution.
- 5 Receive income and make payments on the Partnership's behalf only in accordance with:
 - a) The Grantors' conditions;
 - b) The conditions of this Agreement;
 - c) The Council's Financial and Contract Rules (2006) and new Contract Rules (2010); and
 - d) The Partnership's Constitution.
- 6 Maintain proper financial records, in accordance with its Financial and Contract Rules (2006) and new Contract Rules (2010), of all monies received and disbursed for the Partnership.
- 7 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.
- 8 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.
- 9 Supply at the appropriate time, completed statements of income, expenditure and disbursements to:
 - a) The Partnership Board;
 - b) The 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 Head of Internal Audit in the regular audit examination of systems operated by the Support Team, making available all records and providing explanations where required.
- 2 Receive the Head of Internal Audit's reports and effect, at its earliest convenience, recommendations contained within them.
- 3 Act upon all recommendations contained within the Head of Internal Audit'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 Head of Internal Audit and to the Grantor.
- 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.
- 6 Undertake the reasonable requirements of the Council where it acts in accordance with Section 8.2.4 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 Head of Internal Audit 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 of 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) Grants and other income received and receivable;
 - b) Applications made for further grants 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 the Programmes/Commissions 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 Central Government, regional agencies, European Commission or other Grantors including attendance at Grantors' review/audit visits. Under this arrangement:
 - a) The Partnership's Director and the Council's Authorised Representative will jointly initiate and attend all review and audit visits;
 - b) The Council's authorised representative will notify the terms and conditions of any Grant Determination Letter to the Partnership Director;
 - c) The Council will prepare and consult with the Partnership as to all reports and returns to be made to relevant Grantor agencies; and
 - d) The Council shall provide the Partnership with copies of all relevant written correspondence and details of communications between it and relevant Grantor agencies, 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 spent, allocated and committed or anticipated expenditure.
- 2 Keep records of all applications made for Programmes/Commissions 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 Board and its Executive Group, the Thematic Groups, Area Partnerships and the Council's Cabinet; 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 Commissions 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) Head of Internal Audit, 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 commissions 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.
- 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.

Appendix 1 - Schedule

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.
Area Partnership	Walsall Council's neighbourhood engagement structure whose membership is made up of Elected Members and a designated representative of each partner organisation.
Authorised Representative	An officer of the Council who shall be appointed by the Chief Executive 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.
Commissions	For definition, please see <i>Programmes/Commissions</i> below.
Constitution	Document that sets out the operating principles of the Council and partners.
Area Plan	The Walsall borough Sustainable Community Strategy and the Area Plans. 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 Group	The Executive Group of the Partnership Board to include members of the Partnership Board and other senior staff or their representatives as necessary, to overview strategies and assure delivery plans 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.
Grant Determination Letter	Letter from national Government informing the Council of the levels of funding to be allocated for each financial year.
Grantors	All agencies and organisations from which funding is claimed or received.
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 Strategic Partnership (LSP)	An overall partnership that brings together organisations from the public, private, community and voluntary sector within a local authority area, with the objective of improving people's quality of life.

Term	Description
Memorandum of Roles Responsibilities	The Memorandum setting out the responsibilities of and actions to be undertaken by the Partnership and the Council.
National Indicator Set	Targets set by national Government
Partnership Board	Representatives from nominated organisations and other co-opted individuals appointed to form the governing body of the Walsall Partnership.
Partnership Support Team	Team of officers to oversee governance to support the work of the Partnership and to monitor programmes.
Programmes/ Commissions	Programmes of work which utilise the funding for innovative pieces of work to deliver against the national indicator set targets and the SCS.
The Partnership	All of the constituent groups of the Walsall Partnership or their sub-groups or stakeholder groups.
Sustainable Community Strategy (SCS)	A document that sets out a range of outcomes across the partners that take into account the aspirations and needs of all citizens within the borough.
The Council	Walsall Metropolitan Borough Council acting as a body corporate or through its duly appointed officers in accordance with its Constitution.
Thematic Groups	The Thematic Groups of the Partnership Board to include members of the Partnership Board and other senior staff or their representatives as necessary to identify activity/programmes to be commissioned and to monitor the activity to ensure the programme/commission achieves its outputs, milestones and expenditure.