

ASTON PRIDE NEW DEAL FOR COMMUNITIES

Terms of Reference for the

PARTNERSHIP BOARD

1. Name

- 1.1 The Aston Pride Delivery Partnership Board (the “Partnership Board”).

2. Status, area and principal role

- 2.1 The Partnership Board is an unincorporated body and will act as the delivery vehicle for Aston’s New Deal for Communities (“Aston Pride NDC”) programme within the defined NDC area (the “Area”) as identified on the map attached. Birmingham City Council (the “Council”), as Accountable Body, will remain responsible for the handling of funds and legal liabilities rather than the members of the Partnership Board contracting in a personal capacity.
- 2.2 The Partnership’s principal role will be to implement the Delivery Plan and ascertain the best route to sustainable regeneration for the Aston Pride NDC area, so that conditions of disadvantage in the area may be overcome. The Partnership Board will recommend this route to the Council and other bodies so that the necessary resources may be directed at achieving the Partnership’s objects through projects, services and activities commissioned by the Partnership Board.
- 2.3 The Partnership will promote the participation of residents, representative residents’ groups and all bona fide community interests in the regeneration of the area through the consultation structures and arrangements set out in the Community Involvement Strategy and processes agreed by the Partnership Board from time to time.

3. Key principles

- 3.1 Members of the Partnership Board subscribe to the following key principles which will at all times underpin the role of the Partnership Board and guide its decision-making:

- 3.1.1 The Partnership exists to overcome conditions of disadvantage in Aston by changing the Area for the better in a planned way and in line with the principles of the New Deal for Communities programme;
- 3.1.2 Public resources made available for regeneration are not simply to be divided or shared out between different community interests but are to be used to best effect for the benefit of all in the Area;
- 3.1.3 Investment and investment returns in the Area should where possible be retained within the Area and used to reduce the need for continuous public subsidy;
- 3.1.4 The local community (primarily those who live in the Area) will be fully involved in regeneration planning, consultation and delivery and will both benefit from, and be encouraged and assisted to contribute to, all regeneration programmes;
- 3.1.5 The Partnership Board will be motivated by a commitment to probity, accountability, openness, transparency, equality, community empowerment and generosity of spirit.

4. Partnership objectives

The objectives of the Partnership Board will be as follows:

- 4.1 To develop a community-led framework for area regeneration, to be set out in an annual Delivery Plan (in accordance with NDC guidance), based on the collective views and aspirations of individuals and groups of local residents;
- 4.2 To obtain empirical evidence of the type and level of regeneration required in the Aston Pride NDC Area through consultation, research and studies and in the light of those findings to develop a realistic and achievable Regeneration Programme and to feed this into the Annual Delivery Plan;
- 4.3 To identify and secure the necessary investment funding and mainstream resources required for implementation of the Regeneration Programme making best use, through innovation and creativity, of NDC funding for this purpose;
- 4.4 To develop recommendations as to the proposed actions required of the Council and other bodies to support the delivery of the regeneration programme as outlined in the Delivery Plan;
- 4.5 To manage review and measure the delivery of the regeneration programme and its implementation in the community to deliver

successful and sustainable change against the Partnership Objectives;

- 4.6 To identify best practice in the use of assets and resources and processes available to the Partnership that will promote sustainable regeneration, while maintaining accountability to local residents;
- 4.7 To ensure that the work of the Partnership Board is regularly fed back to residents and members of the community through an Annual Report.

5. Membership

- 5.1 It is important that the overall composition of the Partnership Board should represent an appropriate mix of experiences, backgrounds and skills, taking account of a number of key areas including the need for:
 - 5.1.1 Managerial experience – Managers, administrators or volunteers with an understanding of organisational development, financial management and human resource management. Also members of the business community with a good understanding of regeneration project management;
 - 5.1.2 Vocational experience – Employees, academics, professionals or volunteers in policy areas such as public service, urban regeneration, community relations and community development, equality, cultural diversity, disability or general social policy. Also, marketing or public relations specialists, especially those with a good understanding of regeneration issues;
 - 5.1.3 Geographical distribution – In order to avoid an inappropriate concentration of members living in any one part of the Aston NDC area, the Partnership’s membership needs to include individuals living and working in different parts of the area;
 - 5.1.4 Social mix – the Partnership’s membership should as far as possible include people from different walks of life and backgrounds;
 - 5.1.5 Knowledge – members should have extensive knowledge of one or more of the following; the Faith Sector; the Community and Voluntary Sector; Residents Groups; the Business Sector.

- 5.2 The Partnership Board will comprise a maximum of twenty-one members selected or appointed as set out below (the “Members”), and membership shall entitle Members present, to a vote on any matter brought to a vote at a meeting of the Partnership Board, with the exception of the Independent Chair. The Partnership Board will function in accordance with the principle of collective responsibility.
- 5.3 Terms of membership will run for up to four years. In the case of existing community members, as at October 2007, membership may continue until June 2008, when membership will cease. This will ensure valuable community experience is retained on the Board. In June 2008 new community members will be appointed through the agreed recruitment and selection process. Members standing down will have the opportunity to re-apply.
- 5.4 Membership may be terminated by the Standards Committee, if a Member is in breach of the Code of Conduct (set out in Section 3 of the Governance Directory).
- 5.5 Membership shall be deemed terminated with immediate effect if the relevant Member:
- 5.5.1 is or becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or
 - 5.5.2 is, or may be suffering from mental disorder and either:
 - 5.5.2.1 is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - 5.5.2.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - 5.5.3 resigns his/her office by notice to the Chair of the Partnership Board; or
 - 5.5.4 in the case of a Community Member, he/she is not, or ceases to be a resident of the Aston Pride Area; or

- 5.5.5 is, or becomes employed in a position which is primarily reliant on Aston Pride NDC funding, or as an Officer working in the Aston Pride Delivery Partnership Team; or
 - 5.5.6 holds political office or is registered as a candidate in any local or national ballot or election (with the exception of Nominated Council Members); or
 - 5.5.7 fails to attend three consecutive Board meetings without the permission of the Chair; or
 - 5.5.8 dies.
- 5.6 Members will be expected to notify the Chair if any of the circumstances contained within paragraphs under 5.5 arise.
- 5.7 The Partnership Board will at all times retain a residual power to terminate the membership of a Member, if it deems by way of a written resolution that such action is in the interest of the Aston Pride Delivery Partnership. Any such action will require a written resolution (or a written notice signed by) at least three quarters of all the Members of the Partnership Board.
- 5.8 Board Members will be required to give at least one month's notice of their intention to resign, in writing to the Executive Director, with the exception of the Independent Chair who will be required to give three months notice of resignation.
- 5.9 The Partnership Board Members will be entitled to have their reasonable travel and subsistence and other out of pocket expenses, properly incurred as a result of their participation in the Partnership, reimbursed in accordance with the approved Partnership Expenses Policy.

6. Composition

- 6.1 The Partnership Board will arrange for the future selection of Community Members on the basis described in Para 6.2.1 below. The Partnership Board will encourage and expect Nominating Agencies and the Council to maintain their quota of Nominated Agency Members and Nominated Council Members.
- 6.2 The composition of the Partnership Board will be as follows:
- 6.2.1 Community Members
An Independent Commission (the "Commission") will make appointments of up to 12 Community Members to the Partnership Board. Appointments will be made through

applications received by the Commission from residents of the Aston Pride Area following an advertisement and recruitment process. Appointments will be conducted in accordance with the Commission's Terms of Reference (set out in Section 7 of the Governance Directory);

6.2.2 Nominating Agencies

Each of the Nominating Agencies will be entitled from time to time to nominate one Member to the Partnership ("Nominated Agency Representatives" (NAR)). The six Nominating Agencies are the Heart Of Birmingham Primary Care Trust, West Midlands Police, Jobcentre Plus, Learning and Skills Council, Birmingham Strategic Housing Partnership and the Ladywood District Strategic Partnership. The Nominating Agencies will establish their own selection criteria but may not select (or will replace) a NAR who holds political office or is registered as a candidate in any local or national ballot or election. NARs may nominate a substitute (in accordance with the above criteria) to attend and vote at Partnership Board meetings, with the prior written agreement of the Chair or Executive Director. The Partnership will replace a Nominating Agency should the number of Nominating Agencies fall below six. Agency Board representation will be annually reviewed;

6.2.3 Nominated Council Members

The Council will be entitled from time to time to nominate two Council representatives to the Partnership. The selection criteria for a Council representative will be set by the Council;

6.2.4 Independent Chair

An Independent Chair (the "Chair") will be appointed by Government Office for the West Midlands (in consultation with the Council). Should a vacancy for the position of Independent Chair arise, Government Office for the West Midlands will (in consultation with the Partnership Board and the Council) appoint a subsequent Independent Chair;

7. Powers

The Partnership Board shall have the following powers:

- 7.1 To initiate, consider, and approve project applications for funding from the Aston Pride NDC programme;
- 7.2 To receive reports on the development, progress and performance of the programme; and the Delivery Plan and projects;

- 7.3 To set up Theme Groups, Committees and Working Groups to work on defined tasks or areas of enquiry and report back to the Partnership as required. The Board may delegate responsibility for defined areas of decision-making to such Theme Groups or Committees as it considers appropriate. The Theme Groups will be Community Safety, Health, Housing and Environment, Education and Lifelong Learning, Employment, and Community Leadership. The current Committees are the Standards Committee and the Appeals Panel and the other groups are the Community Regeneration Advisory Group;
- 7.4 To establish a consultation and empowerment structure that will enable the participation of residents, representative residents' groups and all bona fide community interests in the regeneration of the area through the NDC programme;
- 7.5 To enter into protocols and agreements with the Council and other bodies concerning the planning, consultation and delivery tasks associated with the NDC programme;
- 7.6 To make recommendations to the Council and other bodies with respect to the use of NDC and other resources to achieve the Partnership's Objectives;
- 7.7 To develop policies and procedures relevant to the carrying out of its tasks and to issue public statements under its own name;
- 7.8 To develop a strategy for the recruitment of voluntary workers in and for the promotion of the objectives and purposes of the Partnership;
- 7.9 To do all such other lawful things as may be necessary to carry out the objectives and purposes of the Partnership, subject to approval of Government Office for the West Midlands and of the Accountable Body.

8. Tasks

The Partnership Board shall have the following tasks:

- 8.1 Consultation and Community Involvement:
 - 8.1.1 To keep under review the arrangements for community involvement within the area, and to make recommendations concerning short and long term capacity-building, community development and representative arrangements that can be acted on by the Council and others;

- 8.1.2 To establish and provide appropriate support to Theme Groups to enable them to research and consider specific regeneration themes within a set timescale. To receive regular written reports and recommendations from these Theme Groups, relating to their specific subject areas;
 - 8.1.3 To help individual Community Members contribute to the Partnership Board's work in those areas with appropriate support;
 - 8.1.4 To ensure working links and consultations are developed between the Partnership Board and Theme Groups and between the Theme Groups, the local neighbourhood and sector forums and the community as a whole;
 - 8.1.5 To ensure that information on the Partnership's activity is formally presented to the wider community at least once a year in such manner as the Partnership Board shall decide and in accordance with any relevant NDC guidance.
- 8.2 Vision and Strategy:
- 8.2.1 To develop and keep under review the overall long term vision for the Aston Pride NDC area and strategies aimed at the realisation of that vision and the management of change;
 - 8.2.2 To establish and maintain links with other partnerships and programmes having a bearing on the regeneration of the area and to ensure appropriate representation of the Partnership on relevant bodies.
- 8.3 The Regeneration Programme:
- 8.3.1 To develop a co-ordinated framework for area regeneration, a timetable for implementing regeneration programmes and a model of the resources package needed to secure delivery of those programmes, in line with the ten year Delivery Plan approved in March 2001 and as amended subsequently. The Partnership Board will submit this information to the Council and other bodies for approval and further action;
 - 8.3.2 Each year, to review progress towards the achievement of the original Delivery Plan objectives and current High Level Outcomes and agree an Annual Delivery Plan for the coming year;

- 8.3.3 To commission and approve projects, services and activities under criteria and procedures agreed with the Council that will enable the implementation of regeneration programmes that contribute towards the achievement of the agreed vision and High Level Outcomes;
- 8.3.4 To co-ordinate the day to day implementation of the selected regeneration programmes. The Partnership Board will regularly update the Council on progress and will adapt delivery methods to take account of the Council's reasonable concerns;
- 8.3.5 To develop monitoring and evaluation arrangements to ensure that programmes are delivered successfully and with a proper basis of accountability;
- 8.3.6 To develop proposals for organisational arrangements and resources that will enable regeneration to be sustained in the longer term;
- 8.3.7 To ensure that residents and members of the community receive regular feedback on the work of the Partnership Board and the emergence of regeneration proposals, and that residents and members of the community can be involved in the development of appropriate strategies and delivery mechanisms which may address identified local issues.

9. Decision-making

- 9.1 Decisions shall be arrived at by consensus. All matters requiring a formal decision will be decided by a show of hands by those Members present and entitled to vote, unless a ballot is properly deemed to be more appropriate. A ballot will be taken as the Chair directs. The Chair may appoint scrutineers who will not be Partnership Board Members, and set a time and place to declare the result. Each Board Member will have one vote with the exception of the Independent Chair who will not be entitled to vote.
- 9.2 If a matter requiring a decision arises between meetings, the Chair shall consult with the Executive Director and if deemed necessary the head of the relevant Theme Groups and the Council, and, at the discretion of the Chair, the matter either shall be:
 - 9.2.1 decided on and reported to the next Partnership Board meeting; or

9.2.2 shall be referred to the Members of the Partnership Board, either in writing or at the next Partnership Board meeting, for a decision.

9.3 The Partnership Board shall at all times carry out its functions in accordance with the Nolan Principles of Public Life, a summarised version of which is set out in Section 3 of the Governance Directory as part of the Code of Conduct.

10. Meetings

10.1 Frequency and notice of meetings

10.1.1 Meetings shall be held as often as is necessary to progress the aims of the Partnership but shall, in any event, be held at least six times a year. Notice of meetings must be sent to Members at least 10 days before they are held and specify the date, time and venue for the meeting.

10.1.2 Meetings may be called at shorter notice, if it is agreed by all the Members entitled to attend and vote.

10.2 Quorum

10.2.1 The quorum for meetings of the Partnership shall be ten Members of whom one will be the Chair and five shall be Community Members.

10.3 Chairing Meetings

10.3.1 In the absence, after fifteen minutes of the appointed time of the meeting, of the Independent Chair, the Members present and entitled to vote at the Partnership meeting will elect a suitable Member to chair that particular meeting. Any Member so elected will not have any voting rights at that meeting.

10.4 Attendance

10.4.1 Attendance at meetings and training sessions is obligatory for all Members of the Partnership. Members should notify the Chair if they are unable to attend any meeting or training session.

10.5 Conduct

10.5.1 Members of the Partnership Board, Theme Group, Standards Committee, Panel or any other group created by the Partnership (a "Partnership Group") agree to abide by

the Code of Conduct (set out in Section 3 of the Governance Directory) as a condition of membership of that Partnership Group.

10.5.2 Without prejudice to the operation of the Code of Conduct, if at any time the Chair reasonably believes that the work of the Partnership is being harmed by the activities of one or more of the persons attending a meeting of the Partnership then the Chair may seek the authority of a majority of those Members present to remove that person or persons and exclude such person or persons from any future Partnership meetings.

10.5.3 Should the person or persons harming the activities of the Partnership be a Member or Members of the Partnership Board then the Chair may convene a meeting of the Standards Committee, which will then conduct an investigation into the incident or incidents referred by the Chair. (Details on the operation of the Standards Committee are contained in Section 6 of the Governance Directory).

10.5.4 In the case of a complaint made in writing about the Chair of the Partnership Board, the Executive Director shall have the power to convene a meeting of the Standards Committee which will then conduct an investigation into the complaint. As the Chair is independently appointed the Standards Committee will consist of a representative from Government Office of the West Midlands, the Accountable Body and a Community Member.

10.6 Circulation of Papers

10.6.1 Papers for a Partnership Board meeting will be circulated to all Members 10 days in advance of the meeting or where this is not possible as soon as they are available.

10.7 Times and Venues

10.7.1 Partnership Board meetings will be arranged at times and at venues with the aim of encouraging maximum attendance and facilitating the proper conduct of business.

10.8 Minutes

10.8.1 Minutes of meetings of the Partnership Board, will include a note of Members and others in attendance and will record all decisions taken at the meeting including any reported in the manner described at 9.2 above.

10.8.2 Minutes will be produced and circulated promptly, and in any case will be provided no later than ten days in advance of a subsequent Partnership Board meeting.

10.8.3 At every meeting of the Partnership Board the minutes of the last meeting shall be taken as an agenda item and, if agreed to be accurate, shall be signed as a true record by the Chair. Any amendments to the minutes of the last meeting shall be recorded in the minutes of the meeting taking place.

10.9 Declaration of Interests

10.9.1 At every meeting of the Partnership Board or Partnership Group, Members must disclose any personal or pecuniary interest they have in accordance with the Code of Conduct (Section 3 of the Governance Directory).

10.10 Public Access to Meetings

10.10.1 The Partnership Board may allow individuals who are not Members of the Partnership Board to attend its meetings as observers where this is conducive to achieving the aims of the Partnership. Observers may take part in discussions with the agreement of the Chair but will not have the right to vote.

10.10.2 Any question as to whether a person who is not a Member should be allowed to attend or remain at a Partnership Board meeting shall be determined by the Partnership Board.

10.10.3 Officers working for the Delivery Team may be required by the Partnership Board to attend meetings. They may take part in discussions but may not vote.

10.10.4 The Partnership Board may exclude observers from any part of a meeting, which is properly deemed to be private or confidential.

10.11 Publication of Minutes and Papers

10.11.1 Subject to paragraph 10.11.2 below, the Executive Director of the Partnership shall ensure that a copy of the agenda for each meeting of the Partnership Board, the approved minutes of each meeting and any report, document or other paper considered at each meeting shall in each case as soon as may be, be made available during normal office

hours at the Partnership's offices to any person wishing to inspect them.

- 10.11.2 There may be excluded from any item required to be made openly available any matter which, by reason of its nature, the Partnership Board is satisfied should be dealt with on a confidential basis and kept confidential. In such cases minutes of the confidential item will be made and retained by the Partnership.

10.12 Purdah Period

- 10.12.1 In order to avoid any political interference or conflict of interest in the lead up to a national or local election, the Board shall during any election purdah period ("Purdah" Period) issued by the Council refrain from any activity or publish any material which in whole or in part appears to be designed to affect public support for a political party.
- 10.12.2 During the Purdah Period any Member must not use his or her association with the Partnership in a way that appears to be designed to affect public support for a political party.
- 10.12.3 Aston Pride business must and will continue during this period, but the Partnership Board will endeavour to ensure that its processes are not used or manipulated by anyone for party political purposes.

11. Variations and dissolution

- 11.1 Any power to vary these Terms of Reference or any other document in the Governance Directory of the Partnership including the dissolution of the Partnership shall vest in the Partnership Board and will require a written resolution (or a written notice signed by) at least three quarters of all the Members of the Partnership Board, and the approval of Government Office for the West Midlands and Birmingham City Council (as the Accountable Body).