

TERMS OF REFERENCE THE NORTHERN COMMUNITY AREA PARTNERSHIP

Details of the way the partnership will conduct its business

1 DESCRIPTION OF THE COMMUNITY AREA

The Northern Community Area Partnership (hereinafter called 'the Partnership') is the partnership for Cricklade and Wootton Bassett and surrounding villages, and also administratively known as Community Area 2 of North Wiltshire. The Northern Community Area comprises:

- The market towns of Cricklade, and Wootton Bassett and,
- The parishes of Ashton Keynes, Bradonstoke, Braydon, Broad Town, Bushton, Clyffe Pypard, Hook, Latton, Leigh, Lydiard Millicent, Lydiard Tregoze, Lyneham, Marston Meysey, Purton, Purton Stoke and Tockenham.

2 PURPOSE OF THE NORTHERN COMMUNITY AREA PARTNERSHIP

The Partnership has been established in order to help co-ordinate activities that will improve the quality of life for the people of Community Area 2 and to produce and oversee production and publication of a Community Plan through collaboration between local residents, special interest groups relevant to the area, voluntary agencies, business and health sector agencies, and local authorities and which includes reference to and contributions from Parish Plans where these are being or have been developed. The Partnership will:

- Fulfil a **co-ordination** role – making the best of what we have in Community Area 2
- **Influence** wider decision making processes and will provide a consultative and lobbying voice on key issues affecting the community area
- Act as an **advocate** and **champion** of issues, changes etc.
- Perform a **Communication** and **monitoring** role – what is planned to happen and what has happened
- Act as a **broker** – by moving issues to the most appropriate level to influence action
- Maintain the **links** between the Northern Community Area Partnership and other partners and partnerships
- Take opportunities to test ideas and provide support to **explore new ways of working**
- Provide a working **link** to North Wiltshire Partnership
- **Share** their **knowledge and learning** with each other and communities
- Deliver **sustainable success** – not just the quick wins

3 OBJECTIVES OF THE PARTNERSHIP

The objectives of the Partnership are to:

- To improve the quality of life and wellbeing of individuals and communities within the Northern Community Area by bringing together and making best use of the skills and resources (through joint working) of local authorities other public sector service providers, businesses, voluntary and community sector groups and individuals
- To provide the means whereby people in communities and as individuals can inform the Partnership of their ideas, needs and priorities; and to enable them to participate directly in making decisions and plans that transform ideas into reality
- To support people in the building and maintenance of relationships and networks, which encourage self-help and innovation
- To find ways of involving everybody in an all-inclusive way
- To place value on the views of individuals that is equivalent to the views of represented organisations
- To bring together people and partners who have common interests in the Area in order to reduce duplication
- To ask for, listen to and record information relating to the needs and ideas of the various communities in the Area. This information will be shared with the Partnership in order to produce an agreed Community Plan
- To produce and update a Community Plan that includes actions, targets and resources
- To follow the principles of "Agenda 21" (see Appendix 1)

4 THE COMMUNITY PLAN

The Community Plan is a dynamic document that is reviewed periodically in line with its Implementation Strategy up to 2014. The Community Plan will be available in local libraries (and other public places such as community centres and youth group meeting places) and on the web.

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5 STRUCTURE OF THE PARTNERSHIP

In order to effectively carry out its business, the Partnership will have the following structure:

- The Partnership
- A Steering Group that will support the Partnership Group and Theme Working Groups
- Theme Working Groups

The Partnership, the Steering Group and the Theme Working Groups will be supported by designated local authority officers and relevant government agency staff who will attend relevant meetings.

5.1 THE PARTNERSHIP

Responsibilities

This is the main group made up of residents from the Area, representatives of public and private sector organisations, voluntary and community agencies. It will be responsible for drawing up and maintaining the Community Plan for the Area. The Partnership will arrange consultation on the Community Plan with members of the public and member organisations. The Partnership will:

- Engage with member organisations and non-statutory partners to agree resources and an implementation timetable
- Monitor and review the implementation of the Community Plan for the Area. Organisations represented through the Partnership are expected to provide the necessary information for the monitoring and reviewing processes.
- Establish, indirectly supervise and be responsible for the Theme Working Groups.
- Be accountable to the residents of the Area through a report presented at the Annual General Meeting.
- Delegate decision-making powers to the Steering Group as indicated by the timescale of meetings and the need to progress work between the meetings of the Partnership.
- Share best practice with others involved in the development of Community Plans.

Membership

The Partnership will be made up of local residents, representatives from the various community groups and parishes in the Area, businesses and voluntary organisations supported by public sector agencies (including the local authority organisations, health care, education, housing and the law enforcement agencies). Members of the Partnership will:

- Report to their sponsoring organisations and advise the Partnership of the views of these respective organisations.
- Not represent single issue pressure groups
- Will be accountable to their employing or sponsoring organisations
- Ensure the views of the organisations are properly represented in all debates at the Partnership and the special interest groups

The designated Officers of local authorities attending meetings will not be eligible to vote. All other members of the Partnership will be eligible to vote.

Deputies will be permitted. The expectation of the Partnership is that any deputy will be able to discharge the responsibilities of the core member, and will have been properly briefed prior to meetings

Co-opted members ~ members maybe co-opted to the Partnership

Other members of staff from the Partnership's organisations may accompany the designated Members of the Partnership.

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Frequency of Meetings

The Partnership will meet a minimum of three times each year.

Officers for the Partnership

The representative members of the Partnership will elect, from their number, a Chair, Vice Chair and Treasurer from different organisations or representative backgrounds. For simplicity, the Partnership Chair will also be the Steering Group Chair.

In the event that the Chair of the Partnership ceases to conduct the business in accordance with the Principles of the Partnership, removal from office shall be through a vote of “no confidence” taken at a Partnership meeting.

Quorate

The Partnership will be quorate if 10 or more voting members attend a meeting. In the event that the meeting is not quorate, those present will be able to hold discussions, relating to items on the agenda, and report summary of deliberations and findings to the next meeting for consideration

Conduct of meetings

An agenda and relevant papers will support all meetings of the Partnership. All papers will be circulated to members of the Partnership at least seven working days before each meeting.

The business to be conducted at the Partnership meetings will include as a minimum:

- Monitoring the progress of the Community Plan
- Agree communication arrangements for the next phase of implementation
- Receive feedback from the various theme working groups and provide advice and/or direction to as appropriate, and
- Oversee any expenditure and/or allocation of resources

Support for the Partnership will be co-ordinated through the Community Planner for Community Area 2 from Wiltshire County Council, and the Community Partnership Officer for Community Area 2 from North Wiltshire District Council, one of whom will take meeting notes and draft the minutes. The minutes will be circulated to members within ten working days following the meeting.

When it is not possible to reach unanimous agreement on decisions, a vote will be taken. A simple majority vote will count with objections and abstentions being noted. The Chair will have a casting vote.

Annual General Meetings

An Annual General meeting will be held each September at which members of the public will be entitled to attend and the following matters will comprise the agenda:

- Officers for the Partnership will be elected at this meeting
- The Partnership's objectives will be reviewed
- Progress reports from theme working groups will be presented
- A financial report will be presented
- Progress against the Implementation Plan will be reviewed and reported
- Any other business

The agenda for the Annual General Meeting will be circulated to members of the Partnership, and displayed in public places a minimum of 21 working days prior to the meeting.

One of the community planners (from either WCC or NWDC) will take meeting notes and draft the minutes. The minutes will be circulated to members within ten working days following the meeting.

5.2 THE STEERING GROUP

Responsibilities

The Steering Group will attend to business between meetings on behalf of the Partnership, including undertaking periodic review of this document, the Community Plan and the Implementation Strategy. The Steering Group will make decisions between meetings on behalf of the Partnership.

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Designated officers from the local authorities or other government agencies will support the Steering Group, as for the Partnership.

Membership

The Steering Group will have a maximum of 12 core members and representatives of individual communities. The members will be representative members from the Partnership.

The designated Officers of local authorities attending meetings of the Steering Group in support of the groups will not be eligible to vote. All representative members of the Steering Group will be eligible to vote.

Frequency of Meetings

The Steering Group will meet as often as required in order to undertake the business of the Partnership.

Quorate

The Steering Group will be quorate if five or more voting members attend a meeting.

Conduct of meetings

An agenda and relevant papers will support all meetings of the Steering Group.

All papers will be circulated to members of the Steering Group at least seven working days before each meeting.

One of the community planners (from either WCC or NWDC) will take meeting notes and draft the minutes. The minutes will be circulated to members within ten working days following the meeting.

When it is not possible to reach unanimous agreement on decisions, a vote will be taken. A simple majority vote will count with objections and abstentions being noted. The Chair will have a casting vote.

5.3 THEME WORKING GROUPS

Responsibilities

Small, short-life Theme Working Groups will be set up by the Partnership. The Terms of Reference for each Theme Working Group will be set by the Partnership. The Theme Working Groups will be accountable to and report directly to the Partnership at times and frequency set out in the Theme Working Group's Terms of Reference.

Membership

Each Project Group will comprise:

- Members from the Partnership
- Co-opted persons for the life of specific projects who have a special interest and/or expertise in the topic.

The designated Officers of local authorities attending meetings of the Theme Working Groups in support of the groups will not be eligible to vote. All other members of the Theme Working Groups will be eligible to vote.

Frequency of Meetings

The Theme Working Groups will meet as agreed within the terms of reference for the Group.

Conduct of meetings

An agenda and relevant papers will support all meetings of the Theme Working Groups.

All papers will be circulated to members of the Theme Working Groups at least seven working days before each meeting.

A designated person of each Theme Working Group will take notes of the meetings. These notes will be circulated to Steering Group members within ten working days following the meeting.

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6 FINANCE ARRANGEMENTS

Financial procedures will be in accordance with Local Government Guidelines. Any assets remaining at the close of the overall project will be dealt with in accordance with the regulations of the funding organisation.

The Host Authority

North Wiltshire District Council will act as the Host Authority on behalf of the Partnership. The Host Authority shall not receive a fee for the Hosting. The Host Authority shall be the recipient of all funding, which it will administer in accordance with its financial obligations. The Host Authority shall:

- Receive and, so far as it is legally able, act upon instructions from the Steering Group, in a timely fashion
- Keep the Steering Group regularly advised;
- Provide any requisite guidance or assistance to the Steering Group from time to time

The Host Authority is able to enter into contracts with third parties in connection with the supply of the Service, subject to case-by-case authorisation by the Steering Group and shall act in the best interests of the Partnership in any discussions or negotiations or other appropriate transactions with contractors and potential suppliers in connection with the provision of the Service and will at all times comply with its constitution including its contract regulations and financial regulations and procedures and the terms of reference of the Partnership.

For instance,

- Partnership Administrator will need to have self-employed status
- The contract will be with the Partnership acting through NWDC (as the accountable body)
- The contract will state what the contractor will do per unit price (ex/incl VAT)
- It will state how the money will be paid - probably quarterly
- Expenses will be reimbursable for pre-approved duties
- Partnership Administrator will need to organise an acceptable stand-in in case of inability to work for whatever reason (other than death)
- Contracts likely to be for 12 months with no guaranteed renewal
- Contracts may be renewed up to a maximum of two or three times

The Host Authority is not authorised to borrow money on behalf of the Partnership.

Any assets that are wholly acquired with the funding shall be held by the Host Authority on trust for the benefit of the Community Area and shall not be written off, disposed of or put to a different purpose than that for which the funding was given.

The Host Authority will employ appropriately trained, qualified and supervised staff in order to provide the support to the Partnership. The Host Authority shall be responsible for staffing arrangements and will seek the advice and assistance of the Steering group. The Host Authority Staff who support the Partnership will have access to all facilities and services, which would normally be available to the Host Authority's staff.

The Host Authority shall use all due care and diligence.

9 REVIEW

The Partnership Terms of Reference will be reviewed annually.

10 MEDIATION

In the event of issues that are unable to be resolved within the partnership, independent mediation should be sought.

11 DISSOLUTION

The Partnership may be dissolved at any time by a resolution passed at an Annual General Meeting or a Special General Meeting of the Partnership by 20 representative members of the Partnership.

Date prepared:
Date adopted:
Date for review: