



**Draft for Members Comment
MEMORANDUM OF
UNDERSTANDING**

BETWEEN

**NORTH HERTFORDSHIRE DISTRICT
COUNCIL**

AND

BALDOCK TOWN PARTNERSHIP

1. BACKGROUND AND PREAMBLE

North Hertfordshire District Council

North Hertfordshire District Council (the “Council”) and Baldock Town Partnership (“The Grantee”) both deliver services to meet local community social, economic, environmental and well-being needs in the area of North Hertfordshire.

The Council has Strategic Objectives that underpin all its functions and work. These are to:

- Promote sustainable development of the district to ensure delivery of adequate affordable housing, protect the environment and conserve the heritage of the district’s historic towns and rural settlements
- Encourage responsible citizenship and create safe communities with less crime and less fear of crime
- Promote first class leisure and cultural facilities to contribute to healthy living for all the district’s citizens
- Target resources at areas of disadvantage in the district to reduce social exclusion and improve the quality of life for everyone
- Create opportunity for all by promoting sustainable local economic development
- Ensure that the Council listens to the district’s citizens and delivers responsive high quality, value for money, customer focussed services.

The Council also has three more immediate priorities of:

- Town Centres
- Green Issues
- Sustainable Development

The Council, as a key player within the Local Strategic Partnership has fully endorsed the Sustainable Community Strategy 2009-2021 and is committed to facilitating the implementation of the key themes of the Strategy.

The Grantee

The Grantees’s overall aims and desired outcomes are:

- To provide a range of events and activities to encourage more community engagement within Baldock and surrounding villages.

The Status of this Memorandum of Understanding

The Council and the Grantee do not by this Memorandum of Understanding (“MoU”) intend to create a legally enforceable agreement or contract but merely to set out guidelines that both parties consider will lead to the most efficient application of the grant and recording of the areas of use of the funds so granted. Conditions are therefore imposed on the Grant to protect the efficient and proper use of tax payers money for which the Council is accountable.

The funding is given by the Council pursuant to the statutory power provided by s2 Local Government Act 2000 and s137 Local Government Act 1972.

2. CONTACTS

The Grantee’s contact (“the Contact”) at the Council for the purpose of administrating the awarding of the grant is the Head of Policy, Partnerships & Community Development:

Name: Stuart Izzard
Job Title: Community Development Manager
Department: Community Development
Telephone: 01462 474854
E-mail: stuart.izzard@north-herts.gov.uk

The Community Development Manager nominate others (“Project Officer(s)”) to carry out the role of the Contact, especially when discussing the detail of the Service Specification (see Annex 1).

The Grantee’s contact for the Council for the purposes of discussing the grant is:

Name: Mr James Lunnon
Role: Chair of the Baldock Town Partnership
Telephone: 07973883441
E-mail: james@orangephones.info

3. PURPOSE OF GRANT AND SERVICE REQUIRED.

The Grantee intends to perform those services listed in Annex 1 of this MoU (Service Specification).

4. PAYMENT ARRANGEMENTS

This Memorandum will be the primary guidance on the relationship between the Parties from 1st April 2010 until 31st March 2012 to cover the grant funding awarded in the sum of £ 1,750 per annum.

Payments shall be made in one of two ways:

For Major Funded Projects (receiving more than £5,000) half yearly at the end of April

and October subject to receipt of financial and performance information.

For Minor Funded Projects (receiving up to £5,000) annually at the end of April.

5. STANDARDS

The Grantee intends to perform its services to the standards detailed in Annex 1 of this MoU or to a quality assurance programme delivering a higher standard of service than Annex 1 standards.

The Council supports the Practical Quality Assurance System for Small Organisations (PQASSO) quality standard but also recognises the specific charter marks of quality standards relating to specialist service areas.

6. ADVICE AND GUIDANCE

To assist in the more effective and efficient delivery of the Grantee's services, the Council will make available advice and guidance to the Grantee, as required, together with any necessary referral to appropriate agencies.

7. MONITORING

A condition of the grant from the Council is that the Grantee will allow the Council to conduct at least two monitoring visits per year, both of which will be pre-arranged. The purpose of the monitoring visits will be twofold:

- a) to assure that the grant is being handled and spent in accordance with the requirements (whether statutory or otherwise) for the proper use of public money; and
- b) the collection of appropriate performance management information (as listed in paragraphs 4 to 9 of Annex 1 of this MoU) that will allow the Council to compile reports on the availability of this type of service in the Council's district for district residents and other governmental bodies.

The Council will expect that its officers will be given full access to all relevant records and documentation during the course of these visits.

In addition to these two monitoring visits, the Council may conduct a monitoring visit on reasonable notice, or in exceptional circumstances without notice and in accordance with any statutory requirement.

7.1 Form of Information

The Council and the Grantee intend to agree, prior to the first monitoring visit, the form in which the information will be collated by the Grantee and presented to the Council.

7.2 Provision of Information

The Council may request the Grantee to provide the following types of information and data:

- a) information and data required for local authority reports, Government statistics, leaflets etc. and any other information relating to this contract that the Council may reasonably require.
- b) information and data required to respond to enquiries/complaints from Councillors, members of the public or service users.
- c) the information and data provided should comply with the Council's Third Party Data Quality Protocol

8. CONFIDENTIALITY

- 8.1 The Grantee understands that the information it will come into possession of may be sensitive and confidential. The Grantee confirms that it shall treat in confidence all information and data disclosed to it or coming to its attention concerning members of the public or service users and/or any other confidential matter and will not disclose the same without the permission that it is reasonable to seek in the circumstances from the owner of confidential information in question.
- 8.2 The Grantee also confirms its acknowledgement of the fact it is bound by the provisions of the Data Protection Act 1998 and the Freedom of Information Act 2000.

9. AUDITED / EXAMINED ACCOUNTS

- 9.1 North Hertfordshire District Council considers the regulations concerning accounts contained within The Charities Act 1993 (as amended by the Charities Act 2006) to be good practice for all voluntary organisations and therefore expects its grant aided organisations (not only those that are registered charities) to follow this practice (unless they are subject to some other regulatory body).
- 9.2 The Council reserves the right in certain/special circumstances to request and see full audited accounts even if these are not a legal requirement under the Charities Act or the organisation's constitution.
- 9.3 The Council requires copies of the organisation's Trustees' Annual Report (or equivalent) and Accounts to be submitted to it as soon as possible after the period to which they relate and in any event no later than the period specified by the Charities Commission.
- 9.4 If the Council ceases to give the grant or the Grantee ceases to provide the Services, it will provide to the Council, final audited accounts within three months of the date of the termination of this MoU, howsoever occasioned.

10. EQUAL OPPORTUNITIES

- 10.1 The Grantee understands its general obligations regarding equal opportunities and diversity and confirms that it has in place and follows equal opportunities policies and practice in compliance with current legislation in respect of:

Race; Gender; Age; Disability; Sexual Orientation; Religion and/or Belief

- 10.2 In particular, the Grantee confirms that it has policies and practice to comply with the aspirations of the Council as set out in its Comprehensive Equality Policy (revised 2008) and its associated Equality Schemes.
- 10.3 The Grantee confirms that, where appropriate, it will carry out Equality Impact Assessments of its services or functions.

11. PERFORMANCE MANAGEMENT

- 11.1 The Grantee and the Council will meet as required to discuss the provision of services by the Grantee in the Council's district. The aim of such meetings is to enhance co-operative working between the Grantee and the Council.
- 11.2 Both the Grantee and the Council will bring to the meeting any problem areas or examples of good practice and successes in the deployment of services supported by the Council's grant. The Grantee and the Council will support each other in seeking to bring all service delivery to the level of the best deployed services.
- 11.3 To aid the monitoring of service delivery, the Council requires that it shall be formally represented on the management structure of the Grantee.

12. VARIATION

- 12.1 To better meet changing community needs as identified by either the Council or the Grantee, the services provided can be varied or modified through written agreement of both parties.

13 PROVISION OF THE GRANT BY THE COUNCIL

- 13.1 The Council's provision of a grant gives no right to the Grantee:
- a) where there are instalments of the grant yet to be paid, the payment of those instalments; or
 - b) once the grant has been paid in full, to any further or continuing grant provision.

13.2 The Council may or may not pay any instalments of the grant at its absolute discretion.

14 ACCEPTANCE OF THE GRANT BY THE GRANTEE

14.1 The Grantee may at its absolute discretion decide to cease to provide the services in the Council's district. If it does so, it will provide notification of that decision to the Council.

14.2 The Grantee declares that as the grant is for a specific purpose and where that purpose is no longer being pursued, then the Grantee will return any grant that was paid by the Council for the period after the service ceases to be delivered in the Council's district by the Grantee.

Signed for North Hertfordshire District Council

Name: Stuart Izzard
Position: Community Development Manager
Date: 27th July 2010

Signed for The Grantee

Name: Mr James Lunnon
Position: Chair of Baldock Town Partnership
Date: