



# **PARTNERSHIP AGREEMENT (Community Planning Board)**

# **CONTENTS**

- 1. Introduction**
- 2. Duration of the Agreement**
- 3. The Community Planning Board**
- 4. Power to Contract**
- 5. Intellectual Property**
- 6. Accountability**
- 7. Support and Administration Arrangements**
- 8. Budgets and Resources**
- 9. Confidentiality**
- 10. Variation**
- 11. Winding Up of Partnership**

## **1. Introduction**

- 1.1 It is the duty of the Moray Council to initiate, maintain and facilitate “Community Planning”<sup>1</sup>, the process by which the public services provided in the Moray area are planned and provided after consultation and co-operation among all the public bodies responsible for providing those services and with such community bodies and other bodies or persons as is appropriate.
- 1.2 “Community bodies”<sup>2</sup> are “bodies or other groupings, whether or not formally constituted, established for purposes which consist of or include that of promoting or improving the interests of any communities (how so ever described) resident or otherwise present in the Moray area”.
- 1.3 “Other public bodies”<sup>3</sup> are “public authorities or bodies; bodies which, not being public bodies, have functions of a public nature or engage in activities of that nature; persons or office holders who have such functions and engaged in such activities”.
- 1.4 It is also the duty of The Moray Council, in agreement with the existing Partners, to invite and take suitable action to encourage all other public bodies, the functions of which are exercisable within Moray and such community bodies as The Moray Council thinks fit to participate in Community Planning. The Partnership shall undertake a number of initiatives to engage effectively with all sections of the communities of Moray.
- 1.5 It is the duty of The Moray Council; NHS Grampian; Grampian Joint Police Board; Grampian Joint Fire Board and Highlands and Islands Enterprise to participate in Community Planning. It is also the duty of these bodies and their office holders to assist The Moray Council in its duties to initiate maintain and facilitate Community Planning in Moray. The voluntary sector in Moray is also fully committed to supporting and participating in Community Planning in Moray.
- 1.6 This Agreement aims to set out clearly the undertakings given by the partners and the intended basis of the relationship. It is the intention of the partners to operate the Agreement in a spirit of mutual trust.
- 1.7 Agreement will be reached by consensus between partners but in the event that agreement cannot be reached then partners may veto and revert to host organisations for guidance. The outcome of the guidance should then be reported back to the Partnership at the nearest opportunity to do so to finalise the agreement.

---

<sup>1</sup> See The Local Government in Scotland Act 2003.

<sup>2</sup> See The Local Government in Scotland Act 2003.

<sup>3</sup> See The Local Government in Scotland Act 2003.

- 1.8 The context of this Agreement is the stated purpose of the Scottish Government to focus on Government and public services creating increased sustainable economic growth and the relationship between the Community Planning Partnership and the Scottish Government created by the Single Outcome Agreement.

The primary focus on this Agreement therefore is how the Community Planning Partnership and its Theme Groups can address the five strategic objectives of the Outcome Agreement.

It is recognised that the Partnership will from time to time require to address other existing legal and policy frameworks and other emerging policies and strategies.

- 1.9 This Agreement shall not be regarded for any purposes as creating a Partnership between the members of the Board in terms of the Partnership Act 1890.

## **2. Duration of the Agreement**

- 2.1 This Agreement shall continue on a year-to-year basis until the Partnership is dissolved in terms of clause 11 (Winding up) of this Agreement.

## **3. The Community Planning Board**

### Membership

- 3.1 In order to facilitate Community Planning in Moray the partners have established a Community Planning Board to oversee and direct the activities and performance of the agreed objectives and priorities, as set out in the Single Outcome Agreement with the Scottish Government.<sup>4</sup> The partners acknowledge the objectives and priorities may change over time as a consequence of developments and changing priorities and they will therefore be kept under review. The partners in membership of the Community Planning Board are:

- The Moray Council (lead)
- Grampian Fire and Rescue Service
- Grampian Police
- Highlands and Islands Enterprise
- Moray College
- Moray Voluntary Service Organisation
- NHS Grampian

Membership of the Board may be extended to other public or community bodies as the existing partners deem appropriate.

---

<sup>4</sup> See the Concordat with the Scottish Government 2008

- 3.2 Each of the partners shall nominate representatives to serve on the appropriate Partnership Groups. The responsibilities and remit of each of these Groups is outlined in Schedule 1 (Annex to this Agreement).
- 3.3 In order for a meeting to go ahead there shall be a quorum consisting of 3 different partner representatives. In the event that 3 partner representatives are not present, the meeting shall be postponed.

#### Terms of Reference

- 3.4 The Community Planning Board shall, in so far as it conforms to the approved strategic objectives and priorities of the partners, agree the basis on which public services provided in the Moray area are planned and provided and in particular shall:-
  1. Agree a strategy to achieve the objectives of the Partnership, based on the National Outcomes within the Single Outcome Agreement, what the priorities are and how they will translate into outcomes and what indicators will be used to measure progress of these outcomes.
  2. Agree the programme for, and the method of achieving the agreed objectives and priorities, ensuring the effective use of resources, in particular, what actions need to be taken to deliver improvements.
  3. Further the sharing of information among the partners, within the parameters of an agreed Data sharing Protocol.
  4. Scrutinise the performance of the Partnership in achieving its strategic priorities.
  5. Secure the funds and resources required to address the strategic priorities of the Partnership.
  6. Review the performance of each partner of its obligations under the Single Outcome Agreement in meeting the strategic priorities of the Partnership.
  7. Report to the Partnership on progress in furthering the objectives and priorities of the Partnership as and when required and in a form agreed by the Partnership.
  8. Review the objectives and priorities as and when required and in a form required by the Partnership in order to agree future levels of activity.
  9. Provide effective commitment and leadership and facilitate agreement between partners on the strategic priorities of the area.

10. Oversee and direct the achievement and the performance of agreed objectives and priorities.
11. Develop a strategic approach to its Partnership activity ensuring effective use of resources, which contribute to achieving the strategic priorities.
12. Review commitments made to partners on a regular basis to agree future of levels of activity.
13. Oversee governance arrangements across the Partnership.
14. Ensure strategic priorities are reflected in the work of each of the Partners.
15. Encourage open discussion and transparent decision making within the Partnership.
16. Provide direction in reaching decisions on those issues that involve competing interests or are controversial or contentious.
17. Embed Community Planning issues in the policy and decision making process of all Partners.
18. Ensure other Elected Members, Council Committees and Partner Boards are fully and regularly briefed on key Community Planning issues, developments and programmes under the Community Planning Agenda and how that would affect their service interest in the community areas.
19. Develop networks, discussion forums for sharing experiences in good practice.
20. Promote mutual understanding by sharing key organisational information (for example, Committee decisions, and resource allocations).
21. Gain a shared understanding of need.
22. Improve efficiency and reduce duplication (e.g. one partner to analyse Census information and provide briefings to all).
23. Actively encourage opportunities for formal and informal joint working, joint use of resources and joint funding options, where this will offer scope for service improvement.
24. Work with partner organisations to ensure a joined up approach to meeting the needs of stakeholders and communities.

25. Address impediments and barriers, which inhibit integrated approaches to joint funding and joint management of services with internal and external partners.
- 3.5 The Board shall be responsible, in particular, for the following overarching outcome within the Single Outcome Agreement:-
- “Our public services are high quality, continually improving, efficient and responsive to local people’s needs.”
- 3.6 The Partnership shall abide by the following protocols in reaching decisions at meetings:
1. Decisions requiring a vote shall be taken on the basis of each representative at the meeting having one vote.
  2. The needs and expectations of stakeholders should be clearly recognised by all partners in the interests of their continuing support.
  3. All partners shall have sufficient authority to make commitments to the Partnership on behalf of their own organisations.
  4. In reaching corporate decisions each partner should be aware of how each decision may affect their own organisation.
  5. That appraisal of joint working approaches takes into account wider policy issues, current local agendas and the potential impact on equal opportunities and sustainable development.
  6. To work to an agreed vision, objectives on performance management and reporting mechanisms.
  7. To share information appropriately and develop data compatibility with partners.
  8. To respond to opportunities to aggregate procurement demand with partners.
  9. There is respect for the roles of partner organisations and for the strategy role of some partners for service delivery.
  10. A culture of trust and openness is nurtured within the Partnership.
  11. There is a joint commitment for the Partnership to succeed.
  12. The activity of the Partnership takes account of its context (stakeholder views, community planning, framework, etc).

13. The Partnership is appropriately inclusive and representative of stakeholder interests.
14. There are arrangements for the induction of new Members and an Exit Strategy, where relevant.
15. There is a regular cycle of review in which Members assess how well the Partnership is fulfilling its purpose, and decide on action to improve if appropriate.
16. The review and evaluation is reported publicly in a clear and accessible manner.
17. There is a process of performance management where clear targets are set for delivery and where there is regular monitoring of performance against these in place.

#### **4. Power to Contract**

- 4.1 The Board is not a separate legal entity and this Agreement shall not be regarded for any purpose as giving rise to contractual rights or liabilities. Nor shall the Board be entitled to enter into any contract or agreement with a third party in its own name.

#### **5. Intellectual Property**

- 5.1 Unless otherwise agreed, all data, information, plans and reports and any written document created or produced by the Partnership, pursuant to facilitating Community Planning in Moray, shall be the property of each of the partners involved.
- 5.2 Unless otherwise agreed all and any intellectual property rights and data, information, plans, reports and any written material shall vest equally with the partners involved.

#### **6. Accountability**

- 6.1 The Chief Executive Officer (or equivalent), Executive Directors of each partner organisation and Local Elected Members shall retain their existing corporate accountability.

#### **7. Support and Administration Arrangements**

- 7.1 Support for the development and delivery of the Community Planning process in Moray shall be provided to the Community Planning partners by two of the Corporate Policy Unit's Project Officers. The Project Officers are based within the Council's Chief Executive's Office and are line managed by the Corporate Policy Unit Manager.

- 7.2 The administration of meetings of the Community Planning Partnership shall be undertaken by the Council's Committee Clerks.

## **8. Budgets and Resources**

- 8.1 The partners acknowledge that the Partnership is not a separate legal identity and that its successful operation is dependent upon the continued co-operation and provision of budgets by individual partners to fund the Partnership. The budget and resources of the Partnership shall be targeted in accordance with the Partnership's objectives and priorities.
- 8.2 Each statutory partner shall confirm it is committed to providing resources to enable the Partnership to further its objectives, where they are consistent with the individual partners' objectives and priorities.
- 8.3 The agreed level of contribution from each of the partner organisations shall be made known prior to 31 March for the following financial year. The agreed level of contribution and any subsequent amendments shall be authorised by the Chief Executive Officer (or equivalent) of the partner organisation making the contribution.
- 8.4 The level of contribution shall be conditional upon the continued financial viability of the partner organisations who reserve the right, following reasonable consultation, to reduce or increase the sums available as appropriate. Specifically the partner organisations may transfer within their financial regulations fortuitous or planned savings against budgetary pressures elsewhere or inject additional funding to meet specific cost pressures at their discretion.
- 8.5 Each year the Partnership shall provide to the partners reports on the working of the Partnership as and in the form required by the partners.
- 8.6 In the event that any partner is not satisfied that the accounts are in accordance with budgets the relevant partner may request a meeting with the other partners in the Partnership with a view to resolving any differences, all parties acting in good faith.

## **9. Confidentiality**

- 9.1 Each partner shall respect confidential information, which may become available to it about any other partner as a result of any partner's involvement in the Partnership.

## **10. Variation**

- 10.1 This Agreement may be varied at any time by agreement between the parties.

**11. Winding Up of the Partnership**

- 11.1 Any of the parties to this Agreement may at any time give 6 months' notice of an intention to terminate their involvement in the Board. Should such notice be given all parties shall use their best endeavours to arrive at an alternative agreement or an agreed variation to this agreement.
- 11.2 Should the parties conclude that such endeavours are not likely to be successful this Agreement shall be dissolved from a date six months later than the receipt of the notification or such other date as may be agreed between the parties.

## Schedule 1 (Annex to this Agreement)

### Remits of Partnership Groups

#### Community Planning Board

- Provide effective leadership and facilitate agreement between partners on the strategic priorities of the area
- Develop a strategic approach to its partnership activity ensuring effective use of resources which contribute to achieving the strategic priorities
- Oversee governance arrangements across the Partnership
- Scrutinise performance of Partnership in achieving its strategic priorities including, at times, challenging partners on their delivery
- Review commitments made to partners on a regular basis to agree future of levels of activity
- Assist the Partnership to secure funds and resources to address strategic priorities
- Ensure strategic priorities are reflected in the work of each of the Partners
- Encourage open discussion and transparent decision making within the Partnership
- Provide a steer in reaching difficult decisions on those issues that involve competing public interest or may prove contentious in an area
- Bed community planning issues in the policy and decision making processes of all partners
- Ensure other Elected Members, Council Committees, and Partners Board are fully briefed on key programmes under the community planning agenda and how that would affect their service interest on community areas
- Release any blocks preventing the Partnership from delivering the strategic priorities.

### Community Engagement Group

- Co-ordinate consultation and engagement with local communities and service users between partners, themes and CPP
- Collate local information from community engagement to improve services to inform CP activity
- Provide feedback to the local community, strategic groups and Partners on the impact the Partnership has had on service users
- Raise community concerns and support community engagement at a more local level
- Ensure that the Partnership is visible and accountable to the community for decisions and actions it takes by informing the community about what is being done to address their concerns
- Ensure the Partnership engages with, involves and regularly offers feedback to the community to increase public confidence and reassurance

### Strategic Theme Groups

- Identify the theme groups' focus and priorities, referenced to the CPP strategic priorities, outlining the steps to meeting these priorities and committing the necessary resources
- Evaluate performance, holding each other to account and supporting problem-solving with the Partnership
- Complete a strategic assessment for theme – review to be carried out annually