



# **Partnership Agreement**

## **Moray Community Planning Board**

**Amended as at February 2018**

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## 1. Introduction

### **Community Planning**

- 1.1. Community Planning is a process described in sections 15-19 of the Local Government in Scotland Act 2003. It requires planning, co-operation and consultation between bodies that provide public services.
- 1.2. The Community Empowerment (Scotland) Act 2015 extended the duty to facilitate community planning to be shared between five “facilitating” partner agencies: councils, health boards, enterprise companies (either Scottish Enterprise or Highlands and Islands Enterprise, depending on location), Police Scotland, and the Scottish Fire and Rescue Service. The Act also specified a list of statutory “participating” partner agencies, comprising the five facilitating partners plus regional college boards, integration joint boards for health and social care, national park authorities, regional transport partnerships, the Scottish Environment Protection Agency, Scottish Natural Heritage, The Scottish Sports Council, Skills Development Scotland, VisitScotland, and Historic Environment Scotland..
- 1.3. Community Planning ensures people and communities are genuinely engaged in the decisions made on public services which affect them; allied to a commitment from organisations to work together, not separately, in providing better public services.
- 1.4. This agreement is made between:
  - Cairngorms National Park Authority
  - Highlands and Islands Enterprise (HIE)
  - HITRANS
  - Moray College UHI
  - Moray Council
  - Moray Integration Joint Board
  - NHS Grampian
  - Police Scotland
  - Scottish Fire and Rescue Service (SFRS)
  - Skills Development Scotland (SDS)
  - tsiMORAY
- 1.5. It sets out the basis upon which we will collaborate to develop, agree and achieve the objectives of Community Planning in Moray. The agreement applies to any future partners who join the Moray Community Planning Partnership, herein referred to as “the partnership”. The Partners have a duty to lead, maintain and facilitate Community Planning in Moray. Other public bodies will have a duty to participate in Community Planning.
- 1.6. Community bodies, other public bodies and bodies with functions of a public nature can all be involved in Community Planning such as tsiMORAY.
- 1.7. All bodies above, who participate in Community Planning, shall be referred to as the “Partners”, “Community Planning Partners” or “the Partnership”.

## **2. Purpose of this Agreement**

2.1 The purpose of this Agreement is to set out:

- 1) How the joint vision of the Community Planning Partners is captured in Moray 10 Year Plan: Local Outcomes Improvement Plan.
- 2) How the Community Planning Partners plan to go about Community Planning in Moray.

## **3. Duration of this Agreement**

3.1 The Agreement shall take effect from the date it is ratified by the Partnership. It shall continue in force until varied or superseded by the Partnership. The Partnership shall review this Agreement at least every five years.

## **4. Moray 2027: Local Outcomes Improvement Plan**

4.1 The Moray Community Planning Partnership reflects the core duties of the Community Empowerment Act, which are:

- 1) develop and agree a common understanding of local needs and opportunities.
- 2) agree common and shared outcomes for the Community Planning Partnership area.
- 3) develop an effective, shared approach for achieving those outcomes:
  - identifying who will do what, by when, and with what resources
  - manage performance to ensure improvement of outcomes
  - scrutinise and challenge all partners' contributions to the delivery of the agreed shared priorities
  - provide strategic oversight of arrangements for partnership working in the Community Planning Partnership area
  - report to communities and other stakeholders on the delivery of agreed priorities and the effectiveness of community planning in the area
  - consult and engage with the third sector and the business community on the outcomes to be achieved and how they can best be delivered, and
  - consult and engage with communities in identifying and prioritising the outcomes that are to be delivered and ensure that community engagement is properly planned, resourced and integrated across partners.

4.2 The aim of the Community Empowerment Act is to ensure that each and every public sector organisation which can help the Community Planning Partnership fulfil its core duties takes that responsibility as seriously as its other statutory functions and duties, and that their governance and accountability arrangements reinforce that. The duties for individual partners would therefore be framed in terms of a duty on each partner to support the Community Planning Partnership in the fulfilling its core duties and in particular:

- in setting their own priorities, to consider the agreed outcomes each Community Planning Partnership is seeking to achieve
- to work with other partners to improve outcomes in the Community Planning Partnership area

- to participate in the development of a shared plan for outcomes in each Community Planning Partnership area;
- to commit resources to the delivery of that plan; and
- to report to its parent organisation and to the Community Planning Partnership on its contribution to community planning and the delivery of outcomes.

4.3 Moray 10 Year Plan: Local Outcomes Improvement Plan is a strategic plan for Moray which set out the combined priorities of the Community Planning Partners and how these fit in with the Scottish Government's priorities.

4.4 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.

4.5 This Partnership 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.

### **Objectives**

4.6 The Partnership shall:

- 1) Ensure arrangements are in place which facilitate the process of joint working with regard to the priorities and outcomes set out in Moray 10 Year Plan: Local Outcomes Improvement Plan.
- 2) Drive the achievement of better outcomes for individuals and communities through a focus on cross-cutting issues/priorities and take action to improve partnership interventions to address the issues.
- 3) Ensure that arrangements are in place which allow the desires and aspirations of the people of Moray to be reflected in community planning.
- 4) Support community planning both locally and at a Moray level (financially and 'in kind.')
- 5) Scrutinise the implementation of all joint strategies or action plans that impact on the priorities and outcomes set out in Moray 10 Year Plan: Local Outcomes Improvement Plan, with partner representatives reporting back to their parent bodies as appropriate.
- 6) Seek to effectively use the collective resources of partners to ensure intended outcomes are delivered, which may include aligning and pooling resources where appropriate.
- 7) Make recommendations to each partner agency regarding ways in which the co-ordination and effectiveness of services can be improved.

## **5. The Moray Community Planning Board**

### **Membership**

5.1 In order to facilitate Community Planning in Moray the Partners have agreed to establish a Community Planning Board (“the Board”) to oversee and direct the activities and performance of the agreed objectives and priorities, as set out in Moray 10 Year Plan: Local Outcomes Improvement Plan with the Scottish Government. The remit of the Board is set out in more detail in Schedule 1 to this Agreement.

5.2 The Partners acknowledge that 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:

- Cairngorms National Park Authority
- Highlands and Islands Enterprise (HIE)
- HITRANS
- Moray College UHI
- Moray Council
- Moray Integration Joint Board
- NHS Grampian
- Police Scotland
- Scottish Fire and Rescue Service (SFRS)
- Skills Development Scotland (SDS)
- tsiMORAY

5.3 Membership of the Board may be extended to other public or community bodies as the existing partners deem appropriate. The Board shall ensure that arrangements are in place for the induction of new Partners and an exit strategy is in place for leaving Partners, where relevant.

### **Community Planning Partnership Groups**

5.4 The Board governance arrangements includes LOIP Strategic Lead Partnership Groups, the Community Engagement Group and Community Planning Officer Group which support the board. Each Partnership Group shall address separate priorities of Moray 10 Year Plan: Local Outcomes Improvement Plan and shall report progress against the priorities to the Community Planning Board.

5.5 Responsibility for monitoring and reporting progress against each of the priorities is assigned to the most relevant LOIP Strategic Lead Partnership group. All targets are clearly defined, and reporting lines established, prior to inclusion in Moray 10 Year Plan: Local Outcomes Improvement Plan. Members of the Partnership undertake to monitor those targets which are relevant to their own activity, and to report to the Council, as lead co-ordinator of performance information, any data necessary for the compilation of performance reports to the Scottish Government and the local community.

5.6 Moray 10 Year Plan: Local Outcomes Improvement Plan does not alter the accountability of individual community planning partners to their relevant Scottish Government directorates. Should any partner experience conflict between their obligations under Moray 10 Year Plan: Local Outcomes Improvement Plan and to their Government directorate, the matter will be referred to the Scottish Government Link Director for resolution.

## **Membership of the Board and Strategic Partnership Groups**

5.7 Each of the Partners shall nominate at least one representative to serve on the Board and representatives to serve on the appropriate Partnership Groups. The nominated persons should be of an appropriate level to make decisions and commitments on behalf of their respective organisations. The responsibilities and remit of each of the Community Planning Board representatives is outlined in Schedule 1 (Annex to this Agreement).

## **Arrangements for meetings of the Board and Partnership Groups**

### **5.8 Standing Orders**

#### **5.8.1 Responsibilities for the Chairs of Community Planning Partnership Groups**

The Community Planning Board is chaired by the representative of a Partner organisation on an annual rotating basis. The Community Planning Officer Group is chaired by one of the partners on a rotating six-monthly basis.

Community Planning LOIP Strategic Lead Partnership Groups have their own governance arrangements and chairing arrangements in place.

#### **5.8.2 Frequency of Meetings**

Community Planning Board meetings shall be held at least every three months. LOIP Strategic Lead Partnership Groups meetings shall be in accordance with their governance arrangements. The Community Planning Officer Group and Community Engagement Group will coordinate their meetings around the Board meetings to ensure that they can report as necessary to the Board.

#### **5.8.3 Period of Notice Required for Meetings**

14 days' notice shall be given for any meeting. It shall be sufficient to notify the representative of each Partner who sits on the Board.

#### **5.8.4 Location of meetings**

The location of meetings shall be agreed and arranged by each Group.

#### **5.8.5 Agenda**

Agenda for meetings and circulation of reports/relevant material and papers for all meetings shall be circulated to the Group no later than one week prior to the date of the meeting. Papers will be available on the Community Planning website, [www.yourmoray.org.uk](http://www.yourmoray.org.uk), and will also be sent to partners in hard copy.

### **5.8.6 Quorum for meetings**

In order for a meeting to go ahead there shall be a quorum consisting of three different partner representatives. In the event that three partner representatives are not present, the meeting shall be postponed.

### **5.8.7 Decision-making Process at Meetings**

Decisions requiring a vote shall be taken on the basis of one representative for each Partner Organisation at the meeting having one vote. (It should be noted that 'ex officio' members will not have a vote). Decisions shall, where possible, be taken by consensus. Failing this, decisions shall be taken by majority.

Whilst it is anticipated that the Partnership will achieve consensus on matters before it, in the event of a vote being necessary each partner organisation will be entitled to exercise one vote. In the event of a tie at the Partnership meeting, the Chair will have a casting vote.

In the event of a vote being necessary at the Officer Group, each partner organisation will be entitled to exercise one vote. In the event of a tie the Chair will have a casting vote.

Moray Council's one vote will be reached through consensus of the votes by the Elected Members present at the meeting. In the event that the Elected Members cannot reach consensus, the decision will be referred back to the council to consider and the vote at the Partnership meeting will be deferred until the next available meeting of the Partnership.

### **5.8.8 Minutes of Meetings**

Minutes of meetings will be produced by the person clerking the meeting. They will then be submitted to the next meeting of that Group for approval.

### **5.8.9 Administration for the Partnership Groups**

The council provides administration for the Community Planning Board, the Community Planning Officer Group and the Community Engagement Group. Administration for LOIP Strategic Lead Partnership Groups is provided by the most appropriate Partner.

### **5.8.10 Substitutes**

All Partnership members agree to provide details of a named substitute who can substitute at meetings when required. The substitute must be fully briefed.

It is recognised that some partners may find difficulty in providing substitutes to meeting due to the voluntary nature of some representatives. In this case, comments by proxy of the representative are acceptable.

### **5.8.11 Admission to Meetings**

Meetings of the Board only are open to the public, except to the extent that the public are excluded during consideration of an item which contains confidential information.



### **5.8.12 Tenure**

Partnership, Executive and LOIP Strategic Lead Partnership Group members will generally represent their organisation for the duration agreed by their organisation.

Exceptions to this rule are:

- elected member representation
- third sector representation. It is the responsibility of tsiMORAY to decide on the most appropriate means of ensuring that the third sector is represented on the groups.

### **5.8.13 Complaints Processes**

When complaints arise regarding individual partners, then individual partners' complaints processes will be followed.

## **6. Financial Management**

6.1 Moray Council provides advice and administrative support to the partnerships and administers a limited community planning budget on behalf of the partnership.

6.2 There are funding streams made available by the Scottish Government and to be managed by the partnership. In most cases these are administered by a partner organisation and the funding is thereby governed by the financial rules of that partner organisation. The Community Planning Partnership has responsibility for monitoring of these budgets.

6.3 In order to show evidence of good governance of the partnership's finances, quarterly financial monitoring reports will be submitted to the Community Planning Board annually.

## **7. Approval of Strategies and Plans**

7.1 The principal responsibility of the Community Planning Partnership is to approve Moray 10 Year Plan: Local Outcomes Improvement Plan and monitor its implementation.

7.2 The Partnership may be consulted on partnership strategies/plans or those of individual partners, or may receive them for information only and will deal with these on a case by case basis.

## **8. Responsibilities of each Community Planning Partner Organisation**

8.1 Each partner agrees to undertake the following:

- Ensure appropriate representation at Board and Officer Group meetings, and other partnership groups where appropriate and applicable.
- Support or lead work to deliver the agreed outcomes for Moray.

- Ensure structures are in place between all partners to facilitate the sharing of information and resources to support the delivery of community planning activities.
- Ensure their organisation has mechanisms in place to allow effective communication and information sharing on community planning between its members, departments or services as appropriate. As a minimum these mechanisms will include regular reports to a senior management team or grouping, distribution of community planning information and updates to members of staff as and when required.
- Ensure any agreed community planning budget requirements are included as part of their annual budget planning process.

## **9. Individual Responsibilities of Community Planning Partner Representatives**

### **9.1 Community Planning Partnership Representatives**

Each partner will appoint a representative or representatives in accordance with the membership lists with appropriate authority to contribute to and seek to implement decisions made by the Partnership. This will be a chair or manager of chief executive status or their senior nominee. In acknowledgement of Moray Council's democratic constitution it will be entitled to appoint representatives but in the event of a decision of the Partnership being determined by a formal vote, the Council will have one vote only, to be a consensus agreement reached by Elected Members present at the meeting.

Partner representatives agree to attend each Partnership meeting: if this is not possible, a named substitute should deputise. Partnership members will have the authority to provide both strategic and resource commitment from their organisations as necessary. Partnership members will be responsible for promoting the appropriate integration of community planning into the work of their own organisation or grouping. Partnership members will ensure that effective communications are in place to keep senior representatives or managers within their organisation or grouping informed of and involved in community planning.

### **9.2 Community Planning Officer Group Representative:**

Officer Group members, both jointly and individually, will work to identify opportunities for community planning in Moray. Each representative will actively contribute to work to deliver the outcomes in Moray 10 Year Plan: Local Outcomes Improvement Plan and to identify and seek to provide appropriate resources within their organisation to enable this to happen.

Partner representatives agree to attend each Officer Group meeting: if this is not possible, a named substitute should deputise. Each representative agrees to ensure their organisation's Partnership member and other appropriate staff or members are kept informed of community planning developments and any implications for their organisation.

### **9.3 LOIP Strategic Lead Partnership Group Representative:**

Each LOIP Strategic Lead Partnership Group representative agrees to contribute actively to develop and progress the objectives of the strategic group. In doing so the representative will identify and seek to provide appropriate resources in their organisation to enable this to happen.

Each representative agrees to ensure their Partnership and Officer members are kept informed of relevant developments and implications for their organisation.

## **10. Terms of Reference for Community Planning Partnership Groups**

### **10.1 Community Planning Partnership**

The Partnership provides the strategic direction for the partnership. The purpose of the Partnership is to:

- CPOG is responsible for delivering the overarching priority 'Raising Aspirations'.
- CPOG support the Board with the oversight of national CPP matters.
- Report on LOIP progress including enabling and challenging that progress

The Partnership will meet no less than four times per year.

### **10.2 Community Planning Officer Group (CPOG)**

The Community Planning Officer Group (CPOG) implements and coordinates community planning across Moray. The purpose of the Officer Group is to:

- implement operational delivery of community planning at Moray level
- progress work towards agreed priorities and outcomes
- draft the annual report on community planning
- deal with and respond to issues that require a broader focus
- ensure that work is carried out in accordance with the six guiding principles of community planning and the National Standards for Community Engagement.

The Officer Group is accountable to the Partnership. It will meet as required.

### **10.3 LOIP Strategic Lead Partnership Groups**

The support provided by the LOIP Strategic Lead Partnership Groups to the Board is to:

- report on progress and collect performance data against their relevant LOIP priority on behalf of the Community Planning Board; they have shared arrangements for delivery of LOIP priorities and shared priorities across CPP.
- Develop action plans and performance information to support the delivery of the LOIP priority

Each LOIP Strategic Lead Partnership Groups will meet at least quarterly to regularly review the above tasks.

The LOIP Strategic Lead Partnership Groups will also need to review the group membership to reflect an amendments to the remit to ensure there is appropriate representation from strategic level officers and partnership groups and if any additional administration or facilitation is required for the groups.

#### **10.4 Principles to be observed at Partnership meetings**

- 1) The needs and expectations of stakeholders should be clearly recognised by all partners in the interests of their continuing support.
- 2) All Partners shall have sufficient authority to make commitments to the Partnership on behalf of their own organisations.
- 3) In reaching corporate decisions each partner should be aware of how each decision may affect their own organisation.
- 4) Appraisal of joint working approaches takes into account wider policy issues, current local agendas and the potential impact on equal opportunities and sustainable development.
- 5) All partners shall work to an agreed vision, objectives on performance management and reporting mechanisms.
- 6) All partners will share information appropriately and develop data compatibility with other partners.
- 7) There is respect for the roles of partner organisations and for the role of some partners for service delivery.
- 8) The Partnership is appropriately inclusive and representative of stakeholder interests.
- 9) There is a regular cycle of review in which representatives assess how well the Partnership is fulfilling its purpose, and decide on action to improve if appropriate.
- 10) The review and evaluation is reported publicly in a clear and accessible manner.
- 11) There is a process of performance management where clear targets are set for delivery and where there is regular monitoring of performance against these is in place.

#### **11. Power to Contract**

11.1 The Community Planning 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 Community Planning Board be entitled to enter into any contract or agreement with a third party in its own name.

#### **12. Intellectual Property**

12.1 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.

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.

### **13. Accountability**

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

### **14. Budgets and Resources**

- a. 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.
- b. Each 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.
- c. 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.
- d. The level of contribution shall be conditional upon the continued financial viability of the partner organisations which 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.
- e. 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.

### **15. Confidentiality**

- 15.1 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.

### **16. Winding Up of the Partnership**

- 16.1 Any of the Partners may at any time give six 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.
- 16.2 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)**

As part of the Moray Community Planning Partnership, the Community Planning Board will consider, monitor and influence the performance of all partnership work in the delivery of Moray 10 Year Plan: Local Outcomes Improvement Plan, and will meet on a quarterly basis. (Changes to the roles of the groups may arise from the self-assessment.)

### **Community Planning Board**

#### **Role**

The role of the Moray Community Planning Partnership Board is to monitor the strategic development and performance management arrangements of the partnership to deliver Moray 10 Year Plan: Local Outcomes Improvement Plan and any wider CPP national matters.

#### **Remit of the Community Planning Board**

1. Provide effective leadership and facilitate agreement between partners on the strategic priorities of the area.
2. Develop a strategic approach to its partnership activity ensuring effective use of resources which contribute to achieving the strategic priorities.
3. Oversee governance arrangements across the Partnership.
4. To horizon scan and inform members of the wider partnership on likely or emerging issues or changes.
5. To support and inform action to deliver the cross-cutting issues identified by the wider partnership group.
6. To identify unintended consequences from actions taken by one strategic group on another and consider the implications of these.
7. Scrutinise performance of the Partnership in achieving its strategic priorities including, at times, challenging partners on their delivery.
8. Review commitments made to partners on a regular basis to agree future levels of activity.
9. Assist the Partnership to secure funds and resources to address strategic priorities.
10. Ensure strategic priorities are reflected in the work of each of the Partners.
11. Encourage open discussion and transparent decision making within the Partnership.
12. Provide a steer in reaching difficult decisions on those issues that involve competing public interest or may prove contentious in an area.
13. Imbed community planning issues in the policy and decision making processes of all partners.
14. Ensure other Elected Members, Council Committees, and Partners' Boards are fully briefed on key programmes under the community planning agenda and how that would affect their service interest on community areas.
15. Release any blocks preventing the Partnership from delivering the strategic priorities.

## **LOIP Strategic Lead Partnership Groups**

### **Role**

Members of Strategic Groups will meet at least quarterly per year to review progress and performance for their own partnership priority and explore how their plans impact on other strategic partnerships.

### **Remit**

1. To consider the mid-year and annual performance reports for each LOIP Strategic Lead Partnership Groups
2. To consider the policy priorities outlined in Scottish Government guidance for Local Outcomes Improvement Plans to improve outcomes for individuals and communities.
3. Make recommendations to the Community Planning Board in terms of improving the business of the wider partnership effort in respect of performance against Moray 10 Year Plan: Local Outcomes Improvement Plan and addressing policy priorities.

### **Remit of the Community Engagement Group**

1. CEG has an overarching role to ensure that good community engagement is across the board including but not exclusively against the LOIP priority of 'Empowering and connecting communities'.

### **Remit of the Community Planning Officer Group**

1. CPOG reports to CP Board and is responsible for delivering the overarching priority '**Raising Aspirations**' .
2. CPOG support the Board with the oversight of national CPP matters.
3. Report on LOIP progress including enabling and challenging that progress