



**DRAFT
PARTNERSHIP
AGREEMENT
(Community Planning Board)**
Amended as at October 2013

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1. Introduction

Community Planning

- 1.1. Community Planning is a process described in s15-19 of the Local Government in Scotland Act 2003. It requires planning, co operation and consultation between bodies that provide public services.

Roles and Responsibilities

- 1.2. The Moray Council has a duty to initiate, maintain and facilitate Community Planning in Moray.
- 1.3. Other public bodies have a duty to participate in Community Planning and assist Moray Council. These bodies include the NHS Grampian, Police Scotland, Scottish Fire and Rescue Service, Moray College UHI, HITRANS and Highlands and Islands Enterprise. These bodies are referred to as the “Statutory Partners”.
- 1.4. Community bodies, other public bodies and bodies with functions of a public nature can all be involved in Community Planning. These bodies are referred to as the “Non Statutory Partners”.
- 1.5. All bodies above, who participate in Community Planning, shall be referred to as the “Partners”, “Community Partners” or “the Partnership”.

2. Purpose of this agreement

The purpose of this Agreement is to set out:

- i. How the joint vision of the Community Partners is captured in the Single Outcome Agreement
- ii. How the Community 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 It shall continue in force until varied or superseded by the Partnership.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 5 years.

4. Single Outcome Agreement

- 4.1 The Single Outcome Agreement¹ is a strategic plan for Moray which sets out the combined goals and vision of the Community Partners and how these fit in with the Scottish Government’s priorities.

¹ See the Concordat with the Scottish Government 2008

- 4.2 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.
- 4.3 As stated within the Single Outcome Agreement, our public services have at their core a set of values which aim to promote and deliver positive outcomes, foster resilient, resourceful and dynamic communities and tackle inequalities. In particular, public services in Moray aim to:-
- Play a key role in developing and maintaining a buoyant local economy.
 - Provide sustainable community, business and cultural infrastructure.
 - Improve and protect the environment.
 - Ensure security and community safety.
 - Promote health and wellbeing.
 - Foster community and individual learning and attainment.
 - Protect and support the vulnerable and those in need.
 - Empower the community to work in partnership to help shape the places and community in which we live.
- 4.4 The partnership can provide a strong assurance that it is working closely towards the delivery of the outcomes and targets set out in the agreement. The community planning arrangements will ensure that partners are jointly accountable for performance and identify areas for improvement that will then be taken forward to ensure that the outcomes and targets set out are delivered.
- 4.5 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.

5. The 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 the Single Outcome Agreement 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:

- The Moray Council (lead)
- Scottish Fire and Rescue Service
- Police Scotland
- Highlands and Islands Enterprise
- Moray College UHI
- tsiMoray
- NHS Grampian
- Skills Development Scotland

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 Partnership Groups

5.4 The Board has created 6 Partnership Groups which sit beneath / alongside the board. Each Partnership Group shall address separate objectives of the Single Outcome Agreement and shall report up to the Community Planning Board.

Membership of the Board and Partnership Groups

5.5 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

- 5.6 **Frequency of meetings**
Community Planning Board meetings shall be held at least every 3 months.
Partnership Group meetings shall be held as often as the Community Partners consider necessary but at least once per annum.
- 5.7 **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/Group.
- 5.8 **Location of meetings**
The location of meetings shall be agreed and arranged by each Group.
- 5.9 **Agenda for meetings and circulation of reports/relevant material**
Agendas and papers for all meetings shall be circulated to the Group no later than 1 week prior to the date of the meeting.

- 5.10 Quorum for meetings
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.
- 5.11 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.
- 5.12 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. All minutes will also be submitted to the Community Planning Board.
- 5.13 Who carries out the administration

Principles to be observed at Partnership meetings

- 5.14 The needs and expectations of stakeholders should be clearly recognised by all partners in the interests of their continuing support.
- 5.15 All Partners shall have sufficient authority to make commitments to the Partnership on behalf of their own organisations.
- 5.16 In reaching corporate decisions each partner should be aware of how each decision may affect their own organisation.
- 5.17 Appraisal of joint working approaches takes into account wider policy issues, current local agendas and the potential impact on equal opportunities and sustainable development.
- 5.18 All partners shall work to an agreed vision, objectives on performance management and reporting mechanisms.
- 5.19 All partners will share information appropriately and develop data compatibility with other partners.
- 5.20 Partners should respond to opportunities to aggregate procurement demand with other partners.
- 5.21 There is respect for the roles of partner organisations and for the strategy's role of some partners for service delivery.
- 5.22 The Partnership is appropriately inclusive and representative of stakeholder interests.

- 5.23 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.
- 5.24 The review and evaluation is reported publicly in a clear and accessible manner.
- 5.25 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.

6. Power to Contract

- 6.1 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.

7. Intellectual Property

- 7.1 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.
- 7.2 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.

8. Accountability

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

9. Budgets and Resources

- 9.1 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.
- 9.2 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.

- 9.3 The agreed level of contribution from each of the Statutory 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.
- 9.4 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.
- 9.5 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.

10. Confidentiality

- 10.1 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.

11. Winding Up of the Partnership

- 11.1 Any of the Partners 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)

Remit of the 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 the 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 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' Boards 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

Terms of Reference

- 1.1. 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.
- 1.2. 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.”