



# **Bracknell Forest Partnership Partnership Agreement and Protocol March 2010 - DRAFT**

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## **1 Introduction**

- 1.1 The purpose of this Agreement is to establish a framework within which the Members of Bracknell Forest Partnership can demonstrate their commitment to, and take part in the Partnership.
- 1.2 The Agreement and Protocol is not a binding contract, but is intended to show commitment to the aims of the Partnership.

## **2 Mission**

- 2.1 Bracknell Forest Partnership exists to develop and establish with the community both a sustainable vision for Bracknell Forest and the means to achieve it.

## **3 Aims**

- 3.1 To agree a vision, key priorities and actions to tackle economic, social and environmental concerns for Bracknell Forest.
- 3.2 To work together, and with the community, to prepare the Sustainable Community Strategy for Bracknell Forest that says where we are and where we want to be and to prepare it in accordance with the principles of sustainable development.
- 3.3 To negotiate a Local Area Agreement that sets out shared improvement targets, and agree it with Government Office for the South East.
- 3.4 To develop, co-ordinate and, where appropriate, streamline plans and theme partnerships to work together with the community to meet local needs and priorities.
- 3.5 Where appropriate to liaise with neighbouring Local Strategic Partnerships where there is a mutual benefit.

## **4 Objectives**

- 4.1 To strengthen partnership working to ensure that everyone is working in the same strategic direction, sharing resources, information and expertise to address key issues and local problems.
- 4.2 To maximise the use of existing resources across all sectors and access additional funding and resources from local, regional, national and European sources for the benefit of Bracknell Forest.
- 4.3 To develop and review the Sustainable Community Strategy and Local Area Agreement for Bracknell Forest.

- 4.4 To contribute to sustainable development locally, nationally and (where appropriate) internationally.
- 4.5 To promote equality and diversity and improve the quality of life for everyone who lives in, works in or visits Bracknell Forest.
- 4.6 To improve and co-ordinate performance management, governance, communication, consultation and engagement methods across the area.

## **5 Principles**

- 5.1 To build trust and understanding between organisations
- 5.2 To encourage partnership working
- 5.3 To support innovation
- 5.4 To support sustainable communities
- 5.5 To support joint funding and the best use of resources
- 5.6 To promote community cohesion and equalities

## **6 Membership**

- 6.1 Bracknell Forest Partnership is a practical forum to bring together partnerships and organisations based on good will and a shared common purpose.
- 6.2 It is agreed and understood that it is the senior partnership in the area, with its membership drawn from the most senior decision makers. It is a non-statutory partnership.
- 6.3 At present it does not have a separate legal entity and cannot be an "approved body".
- 6.4 The Partnership operates strategically. Implementation will be through its associated partnerships, member organisations, and the community as required and agreed by the wider Partnership.
- 6.5 Organisations and partnerships have existing accountabilities and these remain the same. Individual partners will remain responsible and accountable for decisions about their own services and resources.
- 6.6 Where an individual partner has goals primarily set by central government, the Partnership will identify the appropriate contribution that its members can make to achieve those goals. Where local and regional or national priorities are not aligned - either in respect of specific outcomes or resource implications, the Partnership will seek regional Government Office's advice.
- 6.7 Membership is open to any organisation or service provider in Bracknell Forest wishing to support the work of the Partnership and its aims. Membership includes the acceptance of the responsibility to work within the terms of this Agreement and Protocol.
- 6.8 Membership is primarily aimed at organisations rather than at individuals who do not represent an organisation. However, the Partnership has a responsibility to actively involve under-represented groups and it may wish to involve individuals on other areas of partnership working, where they represent a minority interest or issue.

## **7 The Partnership Board**

- 7.1 The Partnership Board shall oversee the progress in moving towards the vision and meeting targets in the Sustainable Community Strategy and the Local Area Agreement.
- 7.2 The Partnership Board shall comprise 8 representatives drawn from the public, private and community sectors. The Board will be augmented by a representative from the Government Office for the South East and a representative from the South East England Development Agency.
- 7.3 The member organisations of the Partnership Board shall commit themselves to being represented at the most senior managerial level.

## **8 Selection of Board members**

- 8.1 The Partnership Board is not a body which is elected by the public. The Partnership is a group of organisations from the public, community and private sectors who come together voluntarily to improve the quality of life of the residents of Bracknell Forest. The Partnership Board is composed of representatives of the main public, community and private sector organisations and agencies that deliver services that can make a difference to quality of life issues. Its membership is selected by the partnership members rather than elected by the public.
- 8.2 Government guidance and national practice recommend that the Board should include senior decision-making representatives from the principal local authorities – the Borough Council, Health (Primary Care Trust) and the Police, along with the Fire and Rescue Service. These are the largest public sector budget holders and can clearly bring benefit to local people through joint-planning. It is therefore recommended that these organisations should be permanently represented on the Partnership Board.
- 8.3 The Council's representative on the Partnership Board shall be the Chief Executive. The Primary Care Trust shall be represented by its Locality Director or its Locality Public Health Director, the Police shall be represented by the Local Policing Commander, and the Fire and Rescue Service shall be represented by an appropriate senior manager.
- 8.4 The voluntary, charitable and community sector must be represented at the most senior level. It is recommended that the Chief Executive of Bracknell Forest Voluntary Action has a seat on the Board. In addition it is recommended that the Town and Parish Liaison Group nominates an appropriate officer to sit on the Board.
- 8.5 Senior representation from the business community is vital to the success of the Partnership. The private sector should decide how they wish to be represented through their business organisations. As a minimum it is recommended that this should include senior officers from Bracknell Regeneration Partnership and Bracknell Forest Homes as key service deliverers within the borough.
- 8.6 The membership of the Board will be reviewed annually by each sector (public, private, community) involved in the Partnership. The Partnership Board will elect a Chairman from amongst their number. These appointments will be subject to review every 12 months, or earlier if the post becomes vacant.
- 8.7 Meetings of the Partnership Board will be agreed by the Board Members on a frequency to enable the effective development of the Partnership and its work. The Partnership Board shall require a quorum of 4 members to be present in order to make decisions on behalf of the Board. The intentions and ways of working for the Board will be set out in its own Memorandum of Agreement.

## **9 Theme Partnerships**

- 9.1 As with the Partnership Board, the Theme Partnerships are not bodies elected by the public. The organisations who chose to involve themselves from the public, community and private sectors do so voluntarily to improve the quality of life of the residents of Bracknell Forest.
- 9.2 The Partnership Board will keep under review the range of Theme Partnerships in existence at any one time. This will ensure the themes are appropriate in terms of new or changing agendas and also reduce the chances of overlap and duplication. If a Theme Partnership cancels three scheduled meetings in succession, the Partnership Board will review the theme to consider the appropriate way forward.
- 9.3 Meetings of the Theme Partnerships will be agreed as necessary to deliver on the actions identified in the relevant action plans. Membership shall be of relevant organisations and agencies that can develop policy, proposals and deliver on actions agreed. However, the Partnership has a responsibility to actively involve under-represented groups and it may wish to involve individuals on Theme Partnerships where they represent a minority interest or issue. Members of the Partnership Board may also be involved in a Theme Partnership if invited to do so.
- 9.4 Each Theme Partnership will have its own governance arrangements set out in terms of reference. The Theme Partnerships shall require a quorum as per their own governance arrangements in order to make decisions on behalf of the group.

## **10 The Partnership Group Quarterly Meeting**

- 10.1 A quarterly Partnership Group meeting will be held drawing together people from the member organisations of the Board with representatives from each of the theme partnerships and other key organisations including but not limited to the Youth Forum, the Voluntary Sector Forum, JobCentrePlus, the Federation of Community Groups, the Minority Alliance, Connexions, LINKs, Chamber of Commerce, Victim Support, Citizens' Advice Forum and Councillor Champions.
- 10.2 The Partnership Group members will provide feedback on behalf of the Partnership on matters for consultation, will act as the 'think tank' and information sharing hub of the Partnership, and will be responsible for providing feedback on recommendations submitted by the Board.
- 10.3 As with the Board, the Partnership Group members are not elected by the public. The organisations who chose to involve themselves from the public, community and private sectors do so voluntarily to improve the quality of life of the residents of Bracknell Forest.
- 10.4 The Partnership Group shall rotate the positions of Chairman every six months, with the new Chairman beginning duties at the first quarterly meeting they chair.
- 10.5 Observers may attend meetings with the permission of the Chairman.

## **11 Working Groups**

- 11.1 The Board where it deems necessary will approve the formation of working groups to support its work.
- 11.2 The Communications Working Group comprises communications representatives from each of the member organisations of the Partnership Board. It will co-ordinate all communications matters on behalf of the BFP Board including management of any partnership funded communications systems (e.g. Community TV) and co-ordination of joint communications to publicise local joint working. Meetings of the Group will be agreed

by the members on a frequency to enable effective delivery of its objectives, as set out in its own terms of reference.

- 11.3 The Community Cohesion and Engagement Working Group comprises lead engagement and cohesion representatives from relevant local organisations. It undertakes work to better co-ordinate the consultation, engagement, cohesion and equalities work of the member organisations of the BFP Board. Meetings of the Group will be agreed by the members on a frequency to enable effective delivery of its objectives, as set out in its own terms of reference.
- 11.4 The Infrastructure Reference Group (IRG) exists to take forward the effective planning and delivery of future infrastructure needs in the Borough. The IRG is a network consisting of a large group of organisations with an interest in infrastructure provision. In addition to infrastructure providers it includes relevant user and regulatory groups such as the Environment Agency. The group does not have regular scheduled meetings as a body, rather it arranges events or discussions as they are required and tailored to the needs of the various organisations. This might include an infrastructure conference to which all member organisations are invited, meetings on specific topics such as water supply or sewerage treatment as necessary or consultation by e-mail where this is sufficient.

## **12 Other Related Bodies**

- 12.1 The Local Safeguarding Children Board (LSCB) is a dynamic partnership that has responsibility for working together to oversee the safety and well-being of children and young people in Bracknell Forest. The LSCB is made up of representatives from a broad range of services that work with children and young people, or with their parents/carers. Some of the things they consider include developing Child Protection Procedures, accident prevention, reducing A&E admissions, reducing bullying, monitoring child protection concerns, reviewing child deaths and other serious cases (to learn from what goes wrong and how to try and prevent difficulties arising in the future) and producing information for parents/carers and children/young people. The LSCB sits outside the formal BFP structure as it must be independent to scrutinise and challenge, and guidance says that it must not be subordinate to or subsumed in another partnership.

## **13 Overview and Scrutiny of the Partnership**

- 13.1 All members of the Partnership shall abide by the extant and nationally recognised procedures, guidelines and standards for ensuring probity and good governance in public life.
- 13.2 The Partnership Board shall report annually to all interested parties through the publication of an annual report. The Partnership will hold at least one public event at which any person or organisation may attend.
- 13.3 The Partnership shall undertake an effectiveness self-assessment annually against the Government criteria set out as good practice for Local Strategic Partnerships.
- 13.4 Bracknell Forest Council shall facilitate the scrutiny of the work of the Partnership through its own Overview and Scrutiny (O&S) process. The scrutiny of the work of the Partnership will be overseen by a specific Partnership Overview and Scrutiny Group. This Group shall draw together Members of Bracknell Forest Council's O&S function along with representatives from each of the member organisations of the BFP Board that are charged with holding the executive of their own organisations to account. The process shall include scrutiny of the membership of the Partnership and its governance arrangements.

## **14 Conduct and Behaviour**

- 14.1 Members of the Partnership are to be willing to take on a role in the broader programme appropriate to the skills and resources of the partner organisation, to act in good faith at all times and in the best interests of the Partnership's aims and objectives, and be open about any conflict of interests that might arise.
- 14.2 Within Partnership meetings, declarations of interest and provision for withdrawal from meetings of the Partnership Board should be made both orally and in writing prior to each meeting.
- 14.3 Partnership members are also expected to encourage joint working and promote the sharing of information, resources and skills between public, private and community sectors and to act wherever possible as ambassadors for the project. They are also expected to communicate regularly with other partners throughout any project so that problems can be identified and shared to achieve their successful resolution.
- 14.4 All Partnership members must work together in a harmonious relationship based upon mutual respect, courtesy, trust, honesty and understanding of each others roles. This should prevail in all meetings and contacts, whether formal or informal.
- 14.5 With goodwill, respect and integrity on both sides, there ought to be very few occasions when a disagreement between members of the Partnership cannot be resolved amicably. If there is a serious dispute of substance it should be discussed, in the first instance, between the members concerned. If such discussions should not produce an acceptable settlement, reference may be made to the Chairman of the Partnership Board, but this should be seen as a last, rather than a first resort. If the matter cannot be resolved satisfactorily after reference to the Chairman, it may be referred to an expert selected by mutual agreement by the parties involved.

## **15 Risk Management**

- 15.1 As an essential aspect of good governance, each formal partnership agreement will include provision for a risk management process. This process will identify all significant risks which might threaten the objectives of the partnership. These risks will be set out clearly and include mitigating factors which are already in place or will be put in place (with responsibilities and timescales included). The responsibility for each risk should be clearly assigned to one of the partners or the responsibility formally agreed to be shared between two or more of the partners. Risks will be reassessed at least annually or with document refreshes.

## **16 Probity**

- 16.1 Where a partner contributes funds to be spent by another partner, the formal agreement must include provision for the provider to require the Chief Financial Officer of the receiver to provide written assurance that the money has been spent properly in line with the terms of the partnership and properly accounted for. In addition, agreements should include a provision that, in exceptional circumstances (e.g. suspected fraud or corruption), the provider reserves the right to ask the receiver's External Auditors to investigate.
- 16.2 The Partnership is wholly opposed to all forms of fraud, corruption or theft and will not tolerate fraud in any form in the administration of its responsibilities, from any members. Action will be taken against anyone who attempts to defraud the Partnership by deliberately falsifying, substituting or destroying records for personal gain; intentional breaches of financial regulations and procedures; the offer, giving or acceptance of inducements to influence action or decisions, or by abuse of position as a Member of the Partnership to benefit friends, family or others. This includes the use of deception with the intention of obtaining an advantage, avoiding an obligation or causing loss to another party.

16.3 The Partnership also expects that individuals and organisations (e.g. suppliers, contractors, service providers) with whom it comes into contact will act towards the Partnership with integrity and without actions involving fraud and corruption.

16.4 The Partnership will treat attempted fraud as seriously as actual fraud.

## **17 Administrative support**

17.1 Administrative support will be provided by Bracknell Forest Borough Council unless the Partnership Board decides to make other arrangements.

## **18 Operations**

18.1 Members are accountable to the Partnership, in terms of their responsibilities, as set out in the Bracknell Forest Sustainable Community Strategy, Local Area Agreement and for any other formal agreements made by the Partnership.

18.2 In addition Members are accountable to the Partnership for the commitments they make with regard to the implementation within their organisations / partnerships of relevant aspects of the Bracknell Forest Sustainable Community Strategy and Local Area Agreement.

18.3 The Bracknell Forest Sustainable Community Strategy and Local Area Agreement will be approved by the Partnership Board and by the individual organisations, and once approved will form part of this Agreement and Protocol.

18.4 Community interest and involvement during the preparation of the Bracknell Forest Sustainable Community Strategy will be of vital importance and shall develop throughout the life of the Partnership.

18.5 Public awareness will continue to be developed. This will include all meeting information being made public, promotional events and a website will be developed and maintained.

## **19 Resources**

19.1 All of the members of the Partnership will need to identify how they will support the Bracknell Forest Sustainable Community Strategy and Local Area Agreement both in terms of general allocation of resources and in terms of the specific allocation of resources designed to support a project for which they are responsible, or involved in, but which is to be undertaken within the framework of the SCS or LAA.

19.2 It is envisaged this may be through members of the Partnership giving general support to the Partnership both through the commitment of staff time and where appropriate through the commitment of both revenue and capital resources. However, it is not intended through these paragraphs that any additional resources will have to be committed by Voluntary Sector organisations unless they relate to projects that would normally be funded by them, and have been authorised by the organisations concerned. Where necessary it is intended that whenever such resources are made available, they are committed to be spent within the remit established by the Bracknell Forest Sustainable Community Strategy.

19.3 The Members of the Partnership shall also, when appropriate, commit themselves to making available resources that would normally be spent by them in their own right in support of individual members' programmes, but where those programmes form part of the Bracknell Forest Sustainable Community Strategy or Local Area Agreement it has been agreed that the partners will commit those resources through the Partnership.

- 19.4 At all times any funding or resource will still be the responsibility of the member organisation. It is not proposed that the Partnership will have a budget or specific funding solely for the use of the Partnership. Existing resources or grants through normal working practice of the members will be the main source of funding.
- 19.5 The partnership will make agreement around top slicing of any partnership reward monies in order to support the work of the Partnership with dedicated staff.
- 19.6 This Protocol records the need for flexibility, recognising that each of the Members will have different audit and public probity demands to satisfy. However, within those constraints, the Members agree to commit themselves to operating through Bracknell Forest Partnership in accordance with the Bracknell Forest Sustainable Community Strategy and Local Area Agreement.

## **20 Communications**

- 20.1 This Agreement and Protocol recognises the agreed BFP Communications Strategy (including media protocols) and associated Identity Guidelines that set out rules for:
- the badging and promotion of Bracknell Forest Partnership;
  - the authorising of individual partners to speak on behalf of the Partnership and the issue of press statements and public relations material in relation to the activities of the Partnership.

## **21 Contracts**

- 21.1 In the interests of simplicity any contracts with third parties, whether for employment, supplies or services, will be entered into by one of the members, not the Partnership as a whole.
- 21.2 If the partner entering into the contract is only willing to do so on the basis of financial support from any or all of the other partners, then no contract should be awarded until the financial support relied upon is agreed and set out in writing. No partner has the power to commit any other partner to any expense unless expressly and specifically agreed.
- 21.3 Any partner holding funds provided by any other partner will maintain accounts and provide such information at any time as may reasonably be requested.

## **22 Equality and Diversity**

- 22.1 The Partnership is committed to promoting community cohesion and equality for all in the borough, as reflected in the Sustainable Community Strategy. Public bodies have a legal duty to promote equality of opportunity, eliminate unlawful discrimination and harassment and promote good relations between people, these duties apply to the Partnership.
- 22.2 The Partnership will assess how it can not only eliminate any potential discrimination in its activities, but also consider and evidence how it will actively promote equality of opportunity through its delivery plans for a variety of groups including:
- those on lower incomes
  - carers
  - people with a disability
  - younger and older people
  - men, women and transgender
  - people of different race/ethnicity
  - people with different religions or beliefs
  - heterosexual, lesbian, gay and bisexual people.

- 22.3 Equalities screening will be conducted for any strategy, policy, procedure, review, plan or service developed by the Partnership that has an impact on members of the community or staff, through the initial screening stage of an Equality Impact Assessment. This will enable the Partnership to assess whether there is any potential of an adverse or differential impact on any of the groups listed above.

## **23 Sharing information**

- 23.1 It is agreed that, wherever possible, Partnership members shall share information (including performance information) about their organisations, services and customers where that information is relevant to the aims and objectives of the Partnership and Sustainable Community Strategy.
- 23.2 It is further agreed that where such information is confidential - for example for reasons of commercial, customer or client confidentiality - that members shall seek to provide the information in such a form as to assist the Partnership while resolving those confidentiality issues – for example by providing numbers of car crimes in a given area without naming the offenders.
- 23.3 Members shall at all times abide by the requirements of the Data Protection Act.

## **24 Review and dissolution**

- 24.1 The Members are entering into this Protocol so that they have a framework to oversee the development of the Partnership, the production of the Bracknell Forest Sustainable Community Strategy and Local Area Agreement and their subsequent implementation.
- 24.2 The Members recognise the need to keep the operation of the partnership within this Protocol under constant review. They recognise changes in legislation may amend the way its Members deliver services in the future. There is also an awareness of the constraints which are imposed through audit and central government on the spending programmes of many of the Members and the Partnership will need to keep under review the opportunities which more formal structures may provide for the more effective spend of such monies through the Partnership.
- 24.3 If any individual member wishes to withdraw from the Partnership written and verbal notice must be given of how any funding committed to the Partnership will be maintained.
- 24.4 The Partnership may be dissolved by mutual consent of all partners if such time arises where this is the appropriate cause of action. In this situation the Partnership Agreement will be terminated with immediate effect. Upon termination of the Agreement, the partners agree to co-operate with each other to ensure an orderly wind down of the Partnership arrangements so as to minimise disruption to all members. At dissolution, partners may need to inform the funders; provide appropriate final reports and inform all stakeholders as appropriate.
- 24.5 In the case of statutory partnerships that are a requirement by law that fall under the umbrella of BFP (such as CDRP, implemented by the 1998 Crime and Disorder Act) the termination of the partnership will only take place upon such time as a change in Government legislation. In the event of a partnership terminating in these circumstances, the same arrangements of termination will apply.

## **25 Changes and additions to this agreement and protocol**

- 25.1 The Bracknell Forest Partnership Board shall review this Agreement and Protocol from time to time. The current version shall be publicly accessible on the internet and available in hard copy on request.