



PARTNERSHIP AGREEMENT (Greener)

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1. Introduction

- 1.1 It is the duty of the Moray Council to initiate, maintain and facilitate “Community Planning”¹, 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”² 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”³ 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; Moray College 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 in respect of the Greener Strategic Group. 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.

¹ See The Local Government in Scotland Act 2003.

² See The Local Government in Scotland Act 2003.

³ 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 a more successful Country with opportunities for all of Scotland to flourish through increased sustainable economic growth and the new relationship with the Scottish Government, exemplified 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 Group 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 Greener Strategic Group

Membership

- 3.1 The Greener Strategic Group is one of five Strategic Theme Groups established by the Partnership and given responsibility for the achievement of specific national outcomes within the Single Outcome Agreement.⁴

- 3.2 The Partners in membership of the Group are:

- The Moray Council
- Forestry Commission Scotland
- Highlands and Islands Enterprise
- NHS Grampian
- Scottish Natural Heritage
- Scottish Environmental Protection Agency
- Moray Youth Council
- Moray Waste Busters

⁴ See the Concordat with the Scottish Government 2008

Membership of the Group may be extended to other public or community bodies through the agreement of the Community Planning Board.

- 3.3 In common with all the Strategic Theme Groups, the Greener Strategic Group shall:-
1. Identify the Theme Group's focus and priorities, referenced to the Community Planning Partnership's strategic priorities, and outline the steps and commit the necessary resources to meet these priorities.
 2. Evaluate performance; hold each partner to account and support problem-solving within the Partnership.
 3. Complete a strategic assessment for the theme, which shall be reviewed annually.
- 3.4 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

- 3.5 The Greener Strategic Group shall be responsible for the following national outcomes within the Single Outcome Agreement:
- We value and enjoy our built and natural environment and protect it and enhance it for future generations
 - We reduce the local and global environmental impact of our consumption and production

The Greener Strategic Group shall also be responsible for contributing to the achievement of other national and local outcomes within the Single Outcome Agreement, which impact on its role and remit.

In particular, the Group shall:

1. Develop action plans to reduce carbon dioxide emissions
2. Examine efficiency and effectiveness of process and operation and share best practice
3. Focus on influencing the culture and behaviours of communities
4. Focus on sustainable places
5. Develop the necessary expertise to give more equal consideration to environmental and financial factors in investment decisions.

3.6 The Group 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 is in place.

4. Power to Contract

- 4.1 The Group 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 Group 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 Group pursuant to facilitating its objectives shall be the property of each of the partners involved in the Group.
- 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 representatives 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 actions and outcomes, arising out of the work of the Group shall be provided 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 Group 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 its work. The budget and resources available to the Group shall be targeted in accordance with the Group's agreed objectives and priorities.

- 8.2 Each statutory partner confirms it is committed to providing resources to enable the Group 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 shall 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 Group shall provide to the partners reports on the working of the Group, 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 and the Community Planning Board.

11. Winding Up of the Group

- 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 Group. 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.