

PARTNERSHIP WORKING

A MEMORANDUM OF UNDERSTANDING

Between

Horsham District Council
West Sussex County Council
Horsham Town Community Partnership

1. Vision and Purpose

The Localism Act 2011 encourages participation and involvement by local people and communities rather than top-down decision-making.

The desire for communities to determine their own future and do more for themselves is a fundamental aspiration behind the Government's 'localism' philosophy. For localism to work, a high degree of co-operation and support between key organisations is required to engage local communities and help to address the issues that concern them.

Public participation in local affairs is already well established in Horsham District thanks to the large body of Parish and Neighbourhood Councils and a group of highly organised and committed Community Partnerships spread throughout the market towns. Equally, the contribution of other community groups should not be undervalued.

For this network to function effectively there needs to be clarity as to how the different bodies relate to one another. There is already a high degree of co-operation between Parish/Neighbourhood Councils and Community Partnerships driven through a local protocol. It is the purpose of this document to strengthen some of the more informal arrangements that exist between the Community Partnerships and the local authorities in order to provide clarity on responsibilities and support to improve the quality of decisions affecting local communities in a cost-effective way.

This document provides a framework for co-operation and does not include any specific arrangements in respect of individual projects which would be the subject of separate agreements if required.

2. Community Partnerships

The localism agenda encourages individuals to take more responsibility for the running of their communities. Experience shows that this is much more likely to occur where citizens are guided through a structured process, taking into consideration a wide range of social, economic, environmental and cultural factors.

CPs have the role of bringing together local individuals and groups in an inclusive way to develop and deliver community initiatives through an action plan.

Working alongside the statutory bodies and other local groups, Community Partnerships can:

- Raise funds for their local area from charitable and other sources, unavailable to statutory bodies
- Bring together individuals and groups with a shared interest in their local area under a common action plan, planned and delivered together
- Deliver improvements to their local communities which may not happen in any other way
- Offer an alternative perspective in relation to local issues and concerns

The CPs are set up with terms of reference that include aims and accountabilities, and a Memorandum of Understanding (MOU) for working with their local Parish Council or Neighbourhood Councils.

Over the years, some CPs have gone on to become Limited Liability Companies (which could be charitable) with memoranda and articles of association. This has enabled them to present themselves to funders as fully independent and accountable bodies rather than as offshoots of local government, and so draw down grants. Working collaboratively we can generate high rates of participation and have a full understanding of local strengths, aspirations and needs.

3. Collaboration

The County, District, Parish and Neighbourhood Councils will work with Community Partnerships to improve the general wellbeing of local people, as all share this overall goal.

Working together to support the life of local communities is at the heart of the policy and operation of our organisations. An extensive programme of Community Development events, projects and initiatives are delivered across the District, with much experience of delivering “bottom-up” solutions to local issues, e.g. crime reduction/prevention initiatives, improving local community based facilities and facilitating inclusive activities for a wide range of groups in our communities.

4. Guiding Principles and Aim

The intention of this agreement is to establish a clear and open working relationship based on four guiding principles:

- Accountability
- Transparency
- Efficiency – including avoidance of duplication and provision of effective resource allocation
- Regular information exchange

This agreement aims to identify the roles and responsibilities of the parties in working together on issues and projects of mutual interest in order to secure the long term viability of Horsham Town as a centre for social, economic, environmental and cultural activities, and to strive to maintain its particular character and heritage.

5. Communication and Exchange of Information

A framework for co-operation such as this depends on **regular information exchange** to enable each party to discharge its responsibilities as efficiently and effectively as possible. Regular communication between the parties will also help to avoid overlaps in service delivery and highlight areas where further joint working may be useful.

Information will be exchanged between the parties directly or through the Horsham District Rural Towns Forum ('the Forum') acting as the umbrella group for the market town community partnerships in Horsham District, of which each local authority is a member.

6. Term

The term of this MOU is four years from the date of signature.

7. Responsibilities

The Partnerships

- i. To have a Memorandum of Understanding with its local Parish/Neighbourhood Council setting out the roles and responsibilities of each party.
- ii. To agree with County, District, Parish and Neighbourhood Councils any work that impacts upon them financially before undertaking that work, including on-going costs following completion of any project development.
- iii. To amend any project details if requested by said Council if those projects are deemed to be the responsibility or subsequent liability of the Council concerned.
- iv. To seek the agreement of said Councils before any comments are made to external bodies about the activities or views of the Partnership in relation to their joint working with the Council/s such agreement being not unreasonably refused.
- v. To provide a brief progress report of its activities at meetings of the Forum.
- vi. To deliver any contracted work agreed with the Councils
- vii. To ensure that if they are a limited company or charity they comply with the regulations related to company/charity statutes.
- viii. To ensure that all new members of the Partnership are made aware and understand this agreement
- ix. To schedule, chair and minute regular Horsham Rural Towns Forum meetings

HDC and WSCC

- i. To provide an officer to attend a particular meeting when appropriate.
- ii. To each be represented at meetings of the Forum by a Council officer (and, where appropriate, an Elected Member) who will:
 - a. provide information about the Council's work of relevance to the Community Partnerships;
 - b. give formal feedback following meetings of the Forum to the appropriate Council Officers and members on the plans and activities of the Community Partnerships;
 - c. be a first point of contact to resolve issues between the Council and the Partnership or Forum.

- d. be the conduit to access other resources within the Council that will assist the Partnerships as appropriate.
- iii. To seek the agreement of the Partnership before any comments are made to external bodies about the activities or views of the Council/s in relation to their joint working with the Partnership such agreement being not unreasonably refused.
- iv. To provide support when requested and appropriate, directly or indirectly, to CPs in pursuing their projects .
- v. To consult with CPs on any matters under consideration by the Councils which are likely to have a material impact on their communities/projects.
- vi. To pursue ways in which the Councils and Partnerships can work more effectively together to improve community life.
- vii. To ensure that Partnerships are consulted and if appropriate involved in any long terms planning activities related to their community.
- viii. To provide advice on how the Partnerships can obtain funding either through payment for activities required by the Councils or other public bodies, or through grants.
- ix. To ensure the work of the Partnership is promoted.
- x. To ensure that legitimate concerns of the Partnerships are articulated to the appropriate section of the Council
- xi. To ensure that all appropriate council members and officers are made aware and understand this agreement

8. Review and Evaluation

- 8.1 This MOU should be reviewed every four years from the date of signature to ensure that it is not only current but known and understood by all stakeholders.
- 8.2 Any party may terminate this MOU by giving at least three months' notice in writing to the other parties at any time.

The checklist attached as Appendix 1 ('Healthy Partnerships') may be used in evaluating the quality of the joint working arrangements set out in this MOU.

9. Escalation

If any party has any issues, concerns or complaints about any other party or any matter in this MOU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter may be escalated to the Chief Executive or highest ranking officer of each body for resolution.

10. Status

- 10.1 This MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MOU. The parties enter this MOU intending to honour all their obligations.

10.2 Nothing in this MOU is intended to, or shall be deemed to, establish any legal partnership or joint venture between the parties, constitute either party as agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

11. Governing Law and Jurisdiction

This MOU shall be governed by and construed in accordance with the laws of England and Wales and, without affecting the escalation procedure in clause 9 each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

12. Effective date and Signature

Signed for Horsham District Council

Dated

Signed for West Sussex County Council

Dated

Signed for Horsham Town Community Partnership

Dated