

## **WARWICK DISTRICT COUNCIL PARTNERSHIP POLICY**

### **1 Organisational responsibility and review**

Good governance arrangements require a public authority to be clear about its approach to partnerships. This policy defines how Warwick District Council shall manage partnership arrangements.

The Policy will be reviewed every three years with a report to Executive requesting formal approval.

### **2 What do we mean by partnership?**

The Audit Commission uses the term “partnership” to describe a joint working arrangement where the partners:

- are otherwise independent bodies;
- agree to co-operate to achieve a common goal; and
- to achieve it create an organisational structure or process and agreed programme, and share information, risks and rewards.

There are essentially four different types of partnership:

- separate organisation;
- virtual organisation (no formal legal basis);
- co-locating staff from different organisations; and
- steering group without dedicated resources

### **3 Forming a partnership**

Because partnership working can be both difficult and expensive, it is essential that Warwick District Council considers other options as well as a partnership. Depending on the circumstances, a different approach could be either more efficient, more effective, or both. Generally Warwick District Council would want to form partnerships for the following reasons:

- aligning the services provided by the partners with the needs of the users;
- making better use of resources;
- stimulating more creative approaches to problems; and
- influencing the behaviour of the partners or of third parties in ways that none of the partners acting alone could achieve.

For Warwick District Council to enter a new partnership a report should be presented to the Executive which sets out the following:

- the reason the partnership exists and are there other options;
- the rationale for the selection of partner(s);

- long and short-term direction, objectives and possible end point of the partnership;
- its relationship to other partnerships/organisations;
- clarity of roles, responsibilities and what each partner is bringing to the arrangement in terms of skills, access, resources (including information) or influence;
- how it aligns with the Council's and partners' strategies;
- governance protocols for decision making (including elected members), accountability, budgets and other resources;
- a cost/benefit analysis supporting the need for the partnership;
- a Risk Register (from WDC's perspective);
- an information sharing protocol;
- the performance management arrangements, key performance indicators and targets;
- the mechanisms for reviewing and developing the partnership; and
- what the exit strategy is should the Council wish to no longer be in the partnership.

Attached at Appendix a is a Partnership Checklist which will need to be completed prior to the commencement of a partnership and submitted along with the Executive report. The Checklist will then be reviewed on an annual basis by all lead officers.

#### **4 Performance managing the partnership**

Performance management arrangements including key performance indicators and outcomes need to be agreed at the start of any partnership. There are four key things that need to be managed:

- key performance indicators and outcomes;
- efficiency of the partnership;
- health of the partnership; and
- risk.

The health check at Appendix b should be carried out at the same time as completion of the Checklist.

#### **5 Sharing information across and between partnerships**

One of the prerequisites of an effective partnership is an agreement to share information, intelligence and knowledge. Partners need to be culturally prepared to share information. This may require some support to achieve. It should include an evaluation of the information held by the partners and an agreement of what needs to be shared to help the partners to achieve the objectives of the partnership. Sharing of knowledge should be driven by need and partners also need to agree how the information is to be used. It could include the tracking of service access from a user's perspective.

Appendix a

	File Reference	
Name of partnership		
Partners		
Commencement Date		
Purpose of PARTNERSHIP		

	CONTROL	COMMENTARY Please refer to supporting documents/working paper references	Lead Officer
	ABOUT THE PARTNERSHIP		
1.1	Is the partnership to be a formal or informal one?		
1.2	Have the aims of the partnership been defined and why have the partners been chosen?		
1.3	Is purpose of the partnership short-term or long-term?		
1.4	Who is the lead partner?		
1.5	What are the estimated costs to the council of contributing to the partnership (analysed)?		
1.6	What (if any) is the financial liability of the Council if all other partners chose to withdraw from or terminate the agreement?		
1.7	Are there any other contingent liabilities?		
1.8	What are other parties contributing to the partnership? How does the partnership contribute to the Council's Corporate Strategy/Policy Framework?		

	<b>CONTRACTUAL AGREEMENT</b>		
2.1	<p>Is there a contractual agreement which includes:</p> <ul style="list-style-type: none"> <li>• A constitution?</li> <li>• Legal, financial and personnel responsibilities?</li> <li>• Budgetary and accounting arrangements?</li> <li>• The monitoring of service delivery?</li> <li>• Nomination of a guarantor?</li> </ul>		
	<b>CONSTITUTION</b>		
3.1	Is there a written constitution?		
3.2	Does it define a management structure?		
3.3	<p>Does it cover such issues as:</p> <ul style="list-style-type: none"> <li>• The frequency of meetings?</li> <li>• Quoracy?</li> <li>• The recording and distribution of minutes?</li> </ul>		
3.4	<p>Does it identify:</p> <ul style="list-style-type: none"> <li>• Each partner's responsibility in terms of financial liability (i.e. is it limited/ shared)?</li> <li>• Who owns any assets and balances resulting from the partnership?</li> <li>• How will the partnership settle disputes?</li> <li>• Exit clauses and a mechanism for other variations to the agreement?</li> <li>• Any confidentiality issues?</li> <li>• Who will fit the roles of treasurer, secretary, and auditor?</li> </ul>		
	<b>LEGAL RESPONSIBILITIES</b>		
4.1	What provision has been made for compliance with the law e.g. With respect to health and safety, data protection, employment and service specific		

	legislation? How is information sharing regulated?		
	<b>FINANCIAL RESPONSIBILITIES</b>		
5.1	Who is responsible for ensuring that financial records are maintained and kept?		
5.2	Have required records been defined to ensure that all legal and other obligations are met?		
5.3	Have arrangements been made for internal/ external audit as required?		
5.4	Have insurance requirements been considered, e.g. personal indemnity, third party, vehicles etc?		
5.5	Has advice been sought on the VAT rules applying to the partnership?		
	<b>PERSONNEL RESPONSIBILITIES</b>		
6.1	Who is responsible for recruiting, employing and training staff?		
6.2	Are staff clear about their roles and obligations, e.g. awareness of legal liability and governance framework (particularly important in the case of directors/ trustees)?		
6.3	Have staff or members made any declarations where there may be a conflict of interest?		
6.4	Will partnership employ staff directly or will it expect partners to do it?		
6.5	What is exit strategy for staff employed by the partnership?		
	<b>BUDGETARY AND ACCOUNTING ARRANGEMENTS</b>		
7.1	Does the agreement include: <ul style="list-style-type: none"> <li>• Arrangements for approving budget?</li> <li>• Arrangements for monitoring expenditure?</li> </ul>		

	<ul style="list-style-type: none"> <li>• Arrangements for dealing with overspend/underspend?</li> <li>• How any contributions in kind (e.g. staff time or assets employed) are to be costed and included in the cost sharing arrangements?</li> <li>• What administrative/management costs are to be charged to the partnership on the basis of their calculation?</li> <li>• An agreement by all parties, where the partnership will recover grant income, that they will comply with all the requirements specified and will provide the information required?</li> <li>• Arrangements for making payments to the lead authority?</li> </ul>		
	<b>MONITORING SERVICE DELIVERY</b>		
8.1	<p>Is there a service plan including profiled budget and performance indicators?</p> <p>If so:</p> <ul style="list-style-type: none"> <li>• How many years does it span?</li> <li>• How regularly will it be updated?</li> </ul>		
8.2	How will service delivery be monitored and reported.		

APPENDIX b

**PARTNERSHIP HEALTH CHECK**

	<b>Never</b>	<b>Sometimes</b>	<b>Often</b>	<b>Always</b>
Partners can demonstrate real results through collaboration				
Common interest supersedes partner interest				
Partners use the word 'we' when talking about partner matters				
Partners are mutually accountable for tasks and outcomes				
Partners share responsibilities and rewards				
Partners strive to develop and maintain trust				
Partners are pro-actively sharing information they hold				
Partners are willing to change what they do and how they do it				
Partners seek to improve how the partnership performs				
Partners regularly review risks together and work towards mitigation of high risk areas				