

## **Report of the Chief Executive**

**To Chair and Members Policy and Resources Panel**

**27<sup>th</sup> January 2010**

**Presenting Officer: Norman Wright**

**Status: For Agreement**

### **PARTNERSHIP STRATEGY AND CODE OF PRACTICE**

1. **Purpose of the report**
2. To agree a Partnership Strategy and Code of Practice.
3. **Recommendation**
4. Members agree the attached Partnership Strategy and Code of Practice (Appendix A).
5. **Reason**
6. Partnerships play an important role in our service delivery. The Police Authority is committed to strengthening the governance arrangements and strategic direction for existing and future partnerships entered into by the Authority.
7. Police Authority Standing Order 42 (Partnerships) states that the Authority's involvement in Partnership arrangements shall conform to the principles of good governance and that there shall be guidance concerning the involvement in principal partnerships. This will include partnership agreements, performance management and risk management arrangements.
8. The Partnership Strategy and Code of Practice (Appendix A) sets out the following:-

- 8.1 A strategy for partnership working, which explores the strategic imperatives for partnership working.
- 8.2 A protocol for partnership working, which describes the means of planning and preparing for partnership working and the preferred governance arrangements for partnerships.

9. **Implications**

10. **Finance**

There are no direct financial implications.

11. **Diversity and equal opportunities**

An Equality Impact Assessment has been completed and there are no direct diversity and equal opportunities implications.

12. **Risk Assessment**

The Partnership Strategy and Code of Practice aims to ensure a planned and systematic approach to partnership working, including financial and quality controls, that should help to mitigate the risks inherent in partnership arrangements.

13. **Sustainability**

The clarity of a partnership strategy and the prescription of a code of practice for partnership working should ensure that the partnerships entered into are more likely to be sustainable.

13. **Human Rights Act**

There are no direct human rights implications.

14. **Conclusion**

The Partnership Strategy and Code of Practice should promote our vision of developing communities where people and businesses are allowed to develop and prosper, free from crime and the fear of crime, by improving the effectiveness of partnership arrangements.

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**CLEVELAND POLICE AUTHORITY  
STRATEGY  
AND CODE OF PRACTICE  
FOR PARTNERSHIP WORKING  
2010**

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## **1 INTRODUCTION**

1.1 Partnerships play an important role in service delivery for the police service. The Police Authority is committed to strengthening the governance arrangements and strategic direction for existing and future partnerships entered into by the Authority and/or the Force.

1.2 This document consists of 2 parts:-

- A Strategy for Partnership Working, which explores the strategic imperatives for partnership working, and describes the Authority's own involvement in partnerships. This encompasses sections 2-7 below.
- A protocol for Partnership Working, which describes the planning, set up and preferred governance arrangements for partnership working to be referenced when the Authority enters into partnership arrangements. This begins at section 8 below.

## **2 REASONS FOR WORKING IN PARTNERSHIP**

2.1 The overall aims of partnership working are:

- Improve community safety and public confidence by working with partners.
- Improve the life outcomes for children and young people by working with partners.
- Improve efficiency and effectiveness of service delivery by working collaboratively.

Partnership working is an essential element in achieving our ambition for Cleveland's communities where people and businesses are allowed to develop and prosper, free from crime and the fear of crime.

2.2 Partnership working must be framed in the context of delivering the strategic objectives as set out in the Policing Plan. The overall objective is to enhance public confidence in Cleveland Police by:-

- Delivering citizen focused policing to all our neighbourhoods
- Reducing crime, anti-social behaviour and protecting neighbourhoods
- Reducing the harm caused by drugs and alcohol
- Ensuring efficient and effective use of our people and the public's money

(Please also refer to section 9.1 for a more comprehensive list of partnership benefits)

## **3 DEFINITION OF PARTNERSHIPS**

3.1 Partnerships are joint working arrangements where the partners:-

- Are otherwise independent bodies
- Agree to cooperate to achieve a common goal
- Create a new actual or virtual organisational structure
- Plan and implement a jointly agreed programme, either with a long term strategy, or for a one off project
- Share relevant resources, information, accountability and the mitigation of risks.

## 4 CLEVELAND POLICE AUTHORITY'S STRATEGIC PARTNERSHIPS

4.1 In maintaining an overview of partnership activity it is important to focus on the statutory partnerships and/or those partnerships where the risks for the Police Authority and Force in relation to life and welfare, performance, reputation or finance are significant. These partnerships are deemed to be strategic and are listed below:-

### Cleveland Police Authority's Participation in Strategic Partnerships

Partnership	CPA Representative (s)
Hartlepool Local Strategic Partnership	Steve Wallace
Safer Hartlepool Partnership	Caroline Barker
Safer Stockton Partnership	Chris Coombs
Safer Middlesbrough Partnership	Barry Coppinger
Redcar & Cleveland Community Safety Partnership	Mary Lannigan
Hartlepool Children's Trust Board	Victor Tumulty
Stockton Children's Trust Board	Pam Andrews-Mawer
Middlesbrough Children's Trust Board	Hazel Pearson
Redcar & Cleveland Children's Trust Board	Mary Lannigan
Cleveland and Durham Tactical Training Centre	Ted Cox, Aslam Hanif, Mike McGrory
Cleveland and Durham Joint Firearms Unit.	Ted Cox

- 4.2 In addition to the above partnership arrangements, there are important semi formal and ad hoc arrangements in place for working with the Local Strategic Partnerships for Stockton, Middlesbrough and Redcar & Cleveland and with the Cleveland Criminal Justice Board. These arrangements currently cover mainly consultation and information sharing but it is the objective of Cleveland Police Authority to seek formal representation on these four bodies in the future. In the meantime the Authority will work through any strategic issues with the Force representatives who sit on these bodies.
- 4.3 Police Authority Members who represent the Authority on partnerships have an important role in feeding back information to the Police Authority on the performance and effectiveness of the partnership and also of any governance issues or concerns. Outside of immediate issues to be reported and resolved, this information is reported back through the Authority's Operational Policing Panel via an annual report on partnerships.

## **5 HALLMARKS OF EFFECTIVE PARTNERSHIPS**

5.1 The Home Office has set out the Hallmarks of effective partnerships in the document "Delivering Safer Communities: A guide to effective partnership working" which was published in September 2007. The six Hallmarks of Effective Partnerships are:-

- Empowered and Effective Leadership
- Visible and Constructive Accountability
- Intelligence-led Business Processes
- Effective and Responsive delivery Structures
- Engaged Communities
- Appropriate Skills and Knowledge

Each Hallmark comprises two elements:

- New statutory elements for partnership working
- Suggested practise to achieve increased effective partnership, using the statutory requirements as a foundation

5.2 The Authority will recognise these Hallmarks in its partnership working arrangements and its partnership monitoring and reporting arrangements.

## **6 SETTING PARTNERSHIP OBJECTIVES**

### **6.1 Comprehensive Area Assessments and Local Area Agreements**

Through the Comprehensive Area Assessment local councils, the Police Authority, Force and other agencies are assessed on the outcomes delivered for local communities. The Police Authority will strive to work effectively with other agencies in the Community Safety Partnerships and Children's Trust Boards to ensure that the objectives set via the Local Area Agreement process are focused on achieving the required outcomes and that, where relevant, the Policing Plan strategic objectives influence the partners' strategic objectives. To this end the Police Authority will share the Policing Plan strategic objectives with partners as they are formulated and disseminated.

### **6.2 Working together to undertake joint consultation and improve public confidence**

The Authority will work with our partners to undertake joint community consultation to ensure community concerns inform strategic decision making. Undertaking consultation in conjunction with our partners will enable the sharing of resources, reduce duplication of effort, and ensure that a more representative section of our community is able to influence our service delivery. The outcome of this should be to increase public confidence in the police service.

### **6.3 Monitoring Partnership Objectives and Outcomes for Community Safety**

It is important that the progress of individual partnerships in achieving their objectives and performance targets is closely monitored. Many of the performance targets set for individual partnerships will be part of the normal performance monitoring that the Force and Authority undertake and report. However, in addition to monitoring these performance measures, it is important that the Authority is able to identify the following:-

- The progress being made by each individual partnership towards the achievement of local priorities within the Local Area Agreements
- Whether the Authority and Force are doing all they reasonably can to contribute to the success of each partnership
- What can be learned from good practice in individual partnerships and passed to others

An annual report on partnership working will be presented to the Operational Policing Panel and that report will be structured to take account of performance indicators, the Hallmarks of effective partnership working and member and officer feedback on the effectiveness of the partnerships. It will also take into account the Authority and Force Risk Registers insofar as they have identified partnership issues for risk monitoring.

## **7 USE OF RESOURCES**

7.1 The funding of partnerships can be complex. Some of the Authority's cash contributions to partnerships are funded from specific grants and others draw on core police funding. In addition to the cash allocations, the Force makes significant "in kind" contributions. The Authority's Policy and Resources Panel will monitor the funding and in kind contributions made by the Force and Authority to partnerships by means of an annual partnership funding report and by authorising changes to the funding of partnerships on an ad hoc basis, as required. .

## **8 CODE OF PRACTICE FOR PARTNERSHIP WORKING**

8.1 The Police Authority Standing Order 42 (Partnerships) states that the Authority's involvement in Partnership arrangements shall conform to the principles of good governance adopted by the Authority. It goes on to state that the Chief Constable shall issue guidance to the Force concerning its involvement in principal partnerships. Such guidance is to be agreed with the Chief Executive and shall include, but is not limited to,

- a) An appropriate partnership agreement including: agreed aims, objectives, and outcomes.
- b) A clear understanding of financial and staffing commitments.

- c) Performance management and reporting to the Force Executive.
- d) Risk management.
- e) Etc., etc.

This code of practice is written in support of Standing Order 42.

- 8.2 The way in which the Authority and Force work with partners and the relationships that are developed is critical to the success of partnerships. By establishing this Code of Practice it is intended that the Authority will become more consistent in its approach and that better partnership relationships will follow.
- 8.3 It is important to understand that involvement in partnerships, however small or seemingly insignificant, can carry legal, procurement, financial, personnel, reputational and service delivery risks and implications for the Force and Authority. Therefore, procedures need to be in place to ensure careful selection of partners, the adoption of appropriate governance standards and the monitoring and evaluation of the effectiveness of partnerships.
- 8.4 This Code of Practice aims to ensure that the Authority adopts a flexible, efficient and robust approach to engaging with partnerships.

#### **Who should use this Code of Practice?**

- 8.5 All staff currently involved in or considering partnership working. Regard should be given to this Code when developing all new partnership arrangements from **April 2010**. In addition, upon review, all existing arrangements should reference this Code to ensure that a written agreement exists covering the key governance issues outlined in this Code.

#### **What does this Code offer?**

- 8.6 This Code will:
- Provide a corporate framework for all staff involved in partnership working;
  - Enable the proper assessment of all partnership arrangements prior to authorisation;
  - Detail processes and procedures to apply to partnership working;
  - Assist with the review of existing and future partnership arrangements.

## **9 DRIVERS AND INCENTIVES FOR PARTNERSHIP WORKING**

- 9.1 If planned and developed properly, partnerships can bring many benefits to the delivery of services, some of which are listed below:-

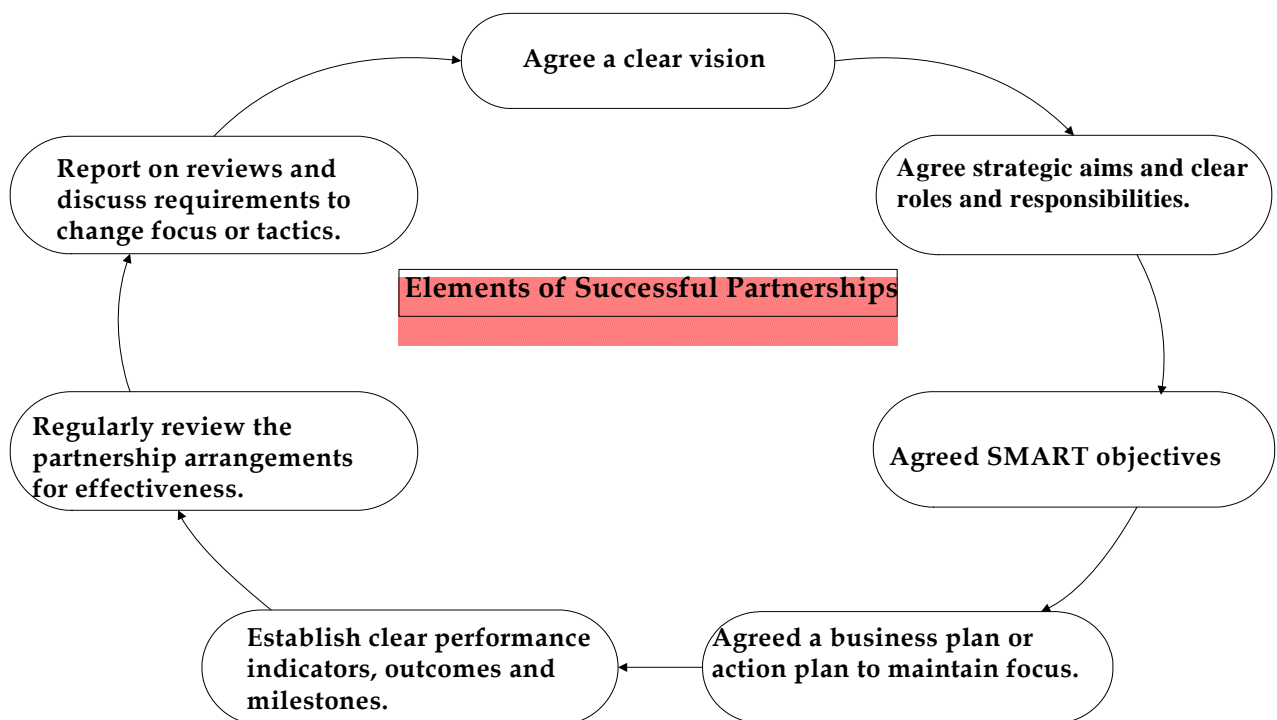
- More effective use and allocation of resources;
- Better outcomes for citizens and stakeholders;
- Economies of scale and reduction in duplication;
- New funding streams;
- Shared skills and knowledge;
- Different perspectives and experience, and approaching problems from different angles;
- Data sharing and improved understanding;
- Improved local support;
- Staff development to enhance performance;
- Greater understanding of partners' aims, objectives and barriers;
- Improved public perception, i.e. seamless approach;
- Better sharing and management of risk; and
- Stronger voice / lobbying for community safety issues.

When considering partnership working this can be used as a tick list to assess whether the benefits of partnership working outweigh any costs in terms of resources and time.

## 10 ELEMENTS OF SUCCESSFUL PARTNERSHIPS

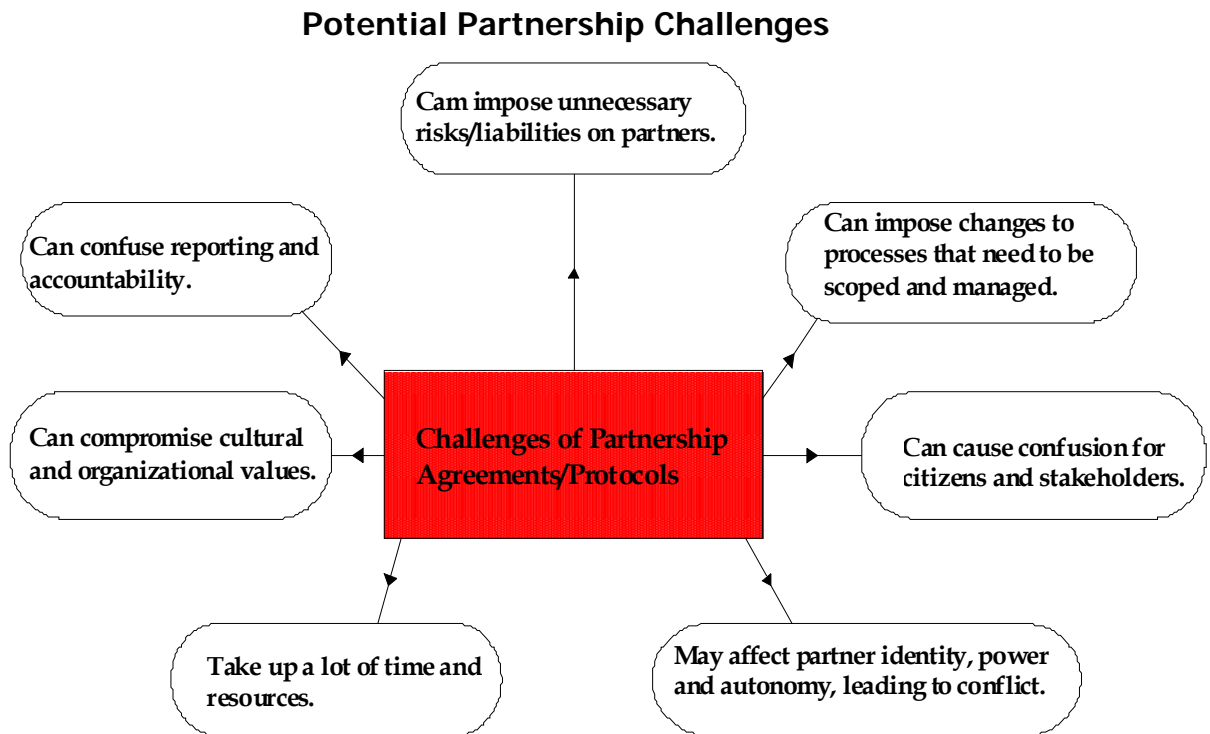
10.1 Developing a successful partnership can make a real difference to the delivery of services to the citizens of Cleveland. There are a number of simple guidelines that that can help achieve successful partnerships. A successful partnership relationship involves the following structured approach:

### ELEMENTS OF SUCCESSFUL PARTNERSHIPS



## 11 CHALLENGES OF PARTNERSHIP WORKING

11.1 If partnerships are not set up correctly, poorly managed or not fully understood, the Force or Authority involvement can give rise to financial liabilities and be time consuming and costly. The following diagram outlines some of the challenges partnerships face, which should be considered at the outset.



Successful partnerships are characterised by a shared vision or purpose, where partners agree to modify their own activities and resources to implement the overall partnership goal within new arrangements.

## 12 APPROVAL FOR PARTNERSHIP ARRANGEMENTS

12.1 It is important to thoroughly test the partnership set up arrangements. A checklist of specific issues to be considered and a partnership sign-off procedure is provided at Appendix 1. This should be completed as part of the authorisation process for new partnership arrangements proposed by the Authority. It should be referenced when considering partnership arrangements set up under different auspices.

12.2 Approval for entering into a partnership relationship should be agreed in principle with the Chief Executive and Chair, as appropriate. This should be done before any commitments or changes in service delivery or operational arrangements (e.g. funding commitment, staffing moves) are made. Where Police Authority funds are to be committed to partnerships, the arrangement

must be authorised beforehand by the Police Authority, unless there is delegated authority to do so.

## **13 TEMPLATE FOR PARTNERSHIP AGREEMENTS**

- 13.1 All formal partnerships should have a written, signed agreement between all partners. This agreement should define how partners will work together, who will be responsible for what, who will report to whom, how services will be provided, how decisions will be made and how the funding will be shared. Any financial relationship with a partner must be fully documented and legally binding. A formal agreement should bind together all of the issues of concern, including the financial arrangements, governance and exit strategy.
- 13.2 The Authority's procedure for approving involvement in partnerships requires the Chief Executive and/or Chair to approve the partnership agreement before it is put in place and for the details to be included in the Authority's Partnership Register.
- 13.3 The template at Appendix 2 provides a tool to help develop new partnership agreements, review existing partnership agreements or develop current arrangements into partnership agreements. It shows the areas that would be expected to be covered by the partnership agreement.
- 13.4 The resulting partnership agreement may comprise a short document or something more substantial, depending on the nature of the partnership in question and the complexity of the issues raised by it.
- 13.5 The partnership agreement should normally be reviewed annually and amended where agreed and appropriate.
- 13.6 For all agreements where there is a financial commitment from the Authority, advice and guidance must be sought from the Head of Finance/Chief Executive and Head of Legal Services before any agreement is entered into.
- 13.7 Where collaboration agreements are to be entered into it is imperative that the Home Office Statutory Guidance for Police Collaboration is referred to and followed. A summary of this document is included as Appendix 3.

## **14 ADDITIONAL PARTNERSHIP ASSESSMENT REQUIREMENTS**

- 14.1 Additional assessments should be made, as appropriate, before a decision to enter into a partnership arrangement is made:-
- the legal status of the partnership;
  - a risk analysis, including reputational and financial exposure;

- a cost-benefit analysis;
- the clarity and efficacy of decision making arrangements;
- the role description of its Members / officers (including duties expected);
- officer support arrangements, as applicable;
- the regularity of meetings;
- insurance arrangements, as applicable;
- financial accountability arrangements;
- information sharing protocols;
- equality impact assessments;
- any necessary vetting arrangements required; and
- proposed Exit Strategy.

Refer to the contact list (Appendix 4) when seeking advice on planning for partnership arrangements.

### **Partnership Register**

14.2 An Authority Partnership Register will be held by the Deputy Chief Executive. All partnership arrangements must be entered into this registers after being authorised.

## **15 FINANCIAL CONSIDERATIONS**

15.1 There are a range of financial issues to consider when setting up a partnership:

### **Finance**

15.2 Generally, if no finance is directly involved then, in most circumstances, this section of the Guidance can be dispensed with. However, if there is the possibility of the partnership committing Authority funds, the implications of this must be considered and brought to the attention of the Head of Finance/Chief Executive, and there must be referral to any relevant procedures within the Contract Standing Orders before commitments are finalised. Financial implications could include:-

- Budget implications and formal approval to incur expenditure against the commitment.
- Where any finance is to be exchanged then it is essential, from the outset, that there is delegated authority to spend.
- The partnership will also need to establish what happens to overspends and underspends.

## **Accountable Body Considerations**

- 15.3 Normally, where projects are funded by grants, the funding body requires that one of the partners takes on the role of Accountable Body (sometimes this is referred to as 'Host Authority').
- 15.4 If the Authority takes on the role of Accountable Body it may have to finance the projects pending receipt of the grant. This represents a risk to the Authority in the event of the project incurring costs which are not reclaimable from the grant funding body.
- 15.5 The Accountable Body also implements the partnership's reasonable decisions. This means it will do things like securing and signing contracts or service level agreements and paying out funds. This involves:
- Administering and taking responsibility for the funding
  - Providing resources (e.g. staff, facilities) to carry out the obligations of the partnership (Inc. procurement, finance, information systems support)
  - Ensuring that the grant allocated is spent according to the agreed plan
  - Establish and maintain effective systems for monitoring and auditing spend
- 15.6 In order to qualify as or be appointed an Accountable Body, the organisation must be:
- Nominated to act on behalf of the partnership
  - A legal entity
  - Capable of meeting legal obligations
- 15.7 An Accountable Body may either be the partnership itself (if it has formed a company limited by guarantee) or one of the members of the partnership acting on behalf of the rest of the partners.
- 15.8 Before taking on the role of Accountable Body there must have been prior approval of the Section 151 Officer and Monitoring Officer.

## **Pooled Budget Considerations**

- 15.9 A "pooled budget" is purely an amount of money placed in a common fund by each partner. From the outset agreement must be reached on each partner's contribution to the partnership as well as deciding who will administer the pooled budget.

## **Financial Reporting**

- 15.10 It is essential that regular monitoring reports are produced as an aid to good financial management. Please consult with the finance manager over reasonable

requirements. This is particularly important where the Authority is the Accountable Body.

### **Procurement Procedures**

- 15.11 Funds from the Authority are public money and the partnership must have an appropriate procurement framework in place if these funds are to be committed. The proposed arrangements must be agreed with the Force's Head of Commissioning and Contract Standing Orders adhered to, where appropriate.

### **VAT**

- 15.12 VAT is a very complicated area and advice must be sought from the Head of Finance. Without proper adherence to VAT legislation the partnership may find that its funding is less than expected, and if VAT rules are not followed this might mean that interest and penalties have to be paid.

### **Audit Requirements**

- 15.13 From the outset, the partnership agreement must provide both internal and external auditors with rights of access to documents.

### **Document Retention**

- 15.14 It will need to be established who is going to be responsible for holding documents and for that party to be aware of the legal requirements of retaining documents for various statutory and grant body requirement periods.

### **Grants**

- 15.15 The terms and conditions of grants, including document retention, must be clearly documented.
- 15.16 It is important, also, to consider who is to become the "accountable body" as referred to above and the possibility of mainstreaming the service should the service continue beyond the grant funding period. It is also necessary to avoid the potential claw back of any grant monies.

### **Liability**

- 15.17 Throughout the planning and implementation stages of the partnership, there must be thorough and comprehensive attention to the liability issues for the Force and/or Authority. Please take advice from the Legal or Corporate Planning Service Unit, as appropriate.

## **Exit Strategy**

- 15.18 Partnership arrangements are often set up as a result of Government initiatives, and funding is often by way of a grant for say 3 or 4 years. Upon cessation of the grant Central Government often expects public authorities to mainstream these projects (if evaluation indicates successful outcomes) into its normal day to day business. The Force and Authority must be fully aware, therefore, of any potential future funding shortfalls.
- 15.20 In addition to the above, a clear exit strategy needs to be in place for both the planned and unplanned cessation of a partnership arrangement. Seek appropriate advice from the Head of Legal Services, Head of Corporate Finance and the Head of People and Diversity (where there are employment matters to consider).

## **Budget Holder**

- 15.21 In terms of accountability it is essential that a budget holder is appointed by the partnership with clearly defined duties and responsibilities.

## **16 EMPLOYMENT AND SECONDMENT OF STAFF**

- 16.1 When employing staff, both part-time and full-time, there are many issues which need to be handled carefully. It is therefore essential that the Head of People and Diversity is consulted at the outset when it is proposed that staff be seconded to the partnership. It is also necessary to consult the Corporate Planning and Governance (Fire and Safety) when it is proposed that staff work in locations that are not Police Authority owned or leased.
- 16.2 When a partnership (which is not a legal entity) 'employs' staff, one partner should act as the employer. This should be detailed in the partnership agreement.
- 16.3 Where the Authority or Force is to be the Employer then the Force's Human Resources Policies and Procedures must be followed (e.g. recruitment and selection).
- 16.4 In the case of volunteers, consideration must be given regarding training and support needs, including insurance arrangements, H&S arrangements, etc.
- 16.5 For employed staff and volunteer staff – security checks with the Criminal Records Bureau must be carried out.

## **17 INFORMATION SHARING**

- 17.1 This section only applies to partnership arrangements which involve the sharing, storing or collecting of information.

It is important that responsibility is assigned and appropriate controls are put in place to manage information sharing and prevent unauthorised disclosure of sensitive information.

17.2 The Force Information Security Officer provides guidance on aspects such as:

- Legal Compliance - Data Protection Act, Freedom of Information Act (disclosure) and Copyright (software licensing, databases, etc).
- Information Sharing Protocol.
- Records management.
- Security of information.

17.3 **What to consider when developing Information Sharing Protocols**

**Issues to be addressed:**

- Disclosure of data
- Request for data
- Responding to requests
- Transfer of data
- Receiving data
- 

## **18 RISK MANAGEMENT**

18.1 Good Risk Management is one of the principle elements of good corporate governance. The process involves identification, analysis, control and monitoring of risks so that:-

- The partners are aware and understand the nature and extent of the risks they face individually and in partnership working;
- To have an effective strategy in place to manage those risks within the partnership;
- The police authority Risk Champion or member from the Corporate Planning risk team must be consulted before a partnership arrangement is entered into so that a proper risk assessment process can be undertaken and risks registered for control purposes, as appropriate.

**Assessing the Partnership set up Arrangement**  
**Useful Checklists and Signing off Procedure**

This Appendix provides a checklist to assist in developing successful partnerships. It is important to ensure that all steps shown on the checklists have been considered and acted upon, where appropriate.

**Objectives / Planning / Initial Steps**

The establishment of any partnership arrangement will require that all partners have clear shared objectives and are able to set a realistic plan and timetable, within a clear framework of responsibilities and accountability. The time taken to plan and set-up a partnership effectively should not be underestimated.

<b>Question</b>	<b>Comments (sufficient in each case to show how each question has been considered)</b>
Have you agreed what the shared vision and objectives are?	
If a procurement exercise is necessary to select the partner(s), have you agreed this with the Head of Commissioning?	
Have you identified how the proposed partnership will contribute towards the objectives identified in the Policing Plan?	
What legal powers, if any, will be used to create the partnership?	
What consultation has been undertaken with other relevant departments and key stakeholders about the outcomes that you want the partnership to deliver?	
Have the necessary Equality Impact Assessments and Community Impact Assessments been completed, as appropriate?	
Is there a clear partnership implementation plan?	
Have all partners agreed the implementation plan?	
Have you undertaken a risk assessment for the partnership plan?	
Are the proposed partners clear who is responsible for delivering the plan?	

Question	Comments (sufficient in each case to show how each question has been considered)
Has there been consideration as to how the partnership will be sustainable in the longer term? (if not fixed term)	
Has authority been sought to implement the partnership, i.e. Force Executive, Police Authority Executive, Service Unit Manager?	
Are you aware of best practice examples and guides relating to the proposed partnership?	
Have you considered what form / model of governance best meets the needs of the partnership? (e.g. Joint Committee)	
What will be the main impact of this partnership on the customers, stakeholders and other partners?	
How will you account / report performance to your partners?	
How will the partnership account to the Force & CPA for its activity?	
How will the partnership account to citizens on performance? (if appropriate)	
When and how will reviews be undertaken on the core partnership activities?	
Is the partnership clear what it will do if poor performance is reported?	
How will users and other stakeholders be represented on the partnership?	
What will be the risk management arrangements (including business continuity plans)?	
What process will be set up to resolve disputes?	
Are partners clear on the length of agreement and is there an agreed exit strategy for the partnership?	

## **Appendix 2**

### **Example Heads of Terms for Partnership Agreement**

#### **A. Introduction**

State that this is a partnership agreement between **name of each partner.**

#### **B. Vision / Purpose and Objectives of the Partnership**

The Vision / Purpose of the partnership should be clearly stated. A vision describes what you want to see in place some years down the road. It is a picture of the future.

The specific Objectives for the partnership should be clearly stated. The Objectives should be specific, measurable and practical so that you know what you want to achieve and whether you are achieving it. They should focus on outcomes and results rather than activities, i.e. what you will accomplish rather than on how you will work or what you will do. The objectives should be outcome-focused and timed.

#### **C. Service Provision**

The Services to be provided by the Partnership should be clearly stated (including duration of partnership).

#### **D. Running the Partnership**

Document the following:

- Partners' Roles / Duties / Responsibilities
- Decision Making Procedures
- Secretariat role
- Identify ownership of assets
- Information Sharing Protocols / Confidentiality Issues
- Risk Management Arrangements
- Project Management Arrangements
- Equality impact assessment and statement of partnership equality/diversity policy
- Employment / Staffing Issues (covering employment, recruitment, discipline, standards of conduct, CRB checks, equality, secondments)
- Retention of Records
- How will the partnership monitor and evaluate activities (e.g. scrutiny)?
- Organisational and Management structure and reporting mechanism– it is sometimes useful to include an organisational chart indicating who is responsible for what and who is reporting to whom.
  - Reporting mechanisms (How often, who reporting to and what reporting on)

- Performance Management arrangements
- How will complaints be handled?
- Member Involvement (roles and responsibilities, democratic accountability, declaration of interests etc).

#### **E. Financial Matters**

Where applicable document:

- Partnership capital
- Income & expenditure
- Grants and funding
- Banking and financial arrangements
- Accounting arrangements
- Liabilities and Insurance arrangements
- Recharging for Accountable Body costs
- Making provision for tax payments and VAT

Access rights for the CPA's Internal Audit Service must be documented.

#### **F. Special Circumstances, as applicable**

- Dealing with media
- The circumstances necessary to expel a partner
- Resolving disputes (what complaints procedure should be applied in the case of dispute between partners or from service users)
- Procedures for whistle blowing / anti-fraud etc (in the case of financial irregularity – the Chief Constable and the Chief Executive must be informed)
- Breaches of protocol procedures
- How variations to the Agreement will be handled

#### **G. Dissolution**

- Termination provisions
- Exit strategy (including liabilities)
- Final reporting
- At dissolution the partners should:
  - Inform any funders
  - Provide appropriate final reports
  - Share knowledge learned from the Partnership
  - Inform all stakeholders, clients etc as appropriate

#### **H. Review**

State when the agreement will be reviewed and by whom.

#### **I. Other Considerations, as appropriate**

- Indemnities required (consult the Head of Legal Services and Force's Insurance and Risk Manager)
- Bribery and Corruption clauses
- Conflicts of Interest

## Draft Statutory Guidance for Police Collaboration 2010

This guidance is issued in support of the collaboration provisions in the Policing and Crime Act 2009. The guidance is supported by a toolkit to help forces and/or authorities to set up a collaboration agreement between 2 or more parties. This can include the transport and nuclear police forces.

There are provisions in the Police Act 1996 (s23) – as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009 – for the establishment of a *Police Force Collaboration Agreement* (PFCA) and a *Police Authority Collaboration Agreement* (PACA). They will usually be set up concurrently, but they must be separate. The authority has the overall say for both types, but an authority must have the chief constable's agreement if the PFCA covers officers or police staff under his direction and control.

The agreement must be in the interests of the efficiency or effectiveness of a police force or authority, but not necessarily for all parties to the agreement. It is envisaged that most agreements will entail the passing of the direction and control of officers and staff from one force to another force.

The agreement must be consulted upon between authority and chief constable, and with affected staff.

The agreement will set up a joint committee and must cover protocols for sharing costs, facilities and data.

The agreement should be for a fixed term and include termination clauses.

The secretary of state has powers to direct and interfere:-

- To require 2 or more forces or authorities to make a collaboration agreement or to prohibit one;
- To require parties to a collaboration agreement to vary the agreement;
- To require chief officers and authorities to consider making a collaboration agreement; and
- To specify terms to be included or excluded from an agreement.

The collaboration agreement will probably be termed a section 23 agreement. This is distinct from a section 24 agreement which covers mutual aid. Mutual aid permits a chief constable of any force to provide constables or other assistance to another force to meet special demands. This is expected to be short lived and does not require such a formal agreement, nor does it require the effectiveness and efficiency imperative.

The driver behind collaboration agreements is the drive to improve performance and deliver value for money. This is set against a back cloth of future funding constraints. Collaboration agreements can, in theory, deliver anything from reduced back office and support costs to strengthened protective services.

For further information please refer to the Home Office Statutory Guidance for Police Collaboration.

**Contacts for Advice and Information re Partnerships**

**Contacts for Financial Issues:**

For financial advice relating to partnerships please contact the Chief Executive or Head of Corporate Finance.

**Contacts for HR and Personnel Issues:**

For HR advice relating to partnerships please contact the HR Advisor or Deputy Head of People and Diversity.

**Contacts for VAT Issues:**

For VAT issues relating to partnerships please contact the Head of Corporate Finance.

**Contacts for Legal Issues:**

For legal advice relating to partnerships please contact the Monitoring Officer or Head of Legal Services.

**Contacts for Consultation advice:**

For consultation advice relating to partnerships please contact the Strategy Manager or Corporate Planning and Governance.

**Contact for Information Sharing Issues:**

For information sharing issues relating to partnerships please contact the Information Security Officer, Professional Standards.

**Contact for Procurement Issues:**

For procurement issues relating to partnerships please contact the Chief Executive or the Procurement Manager, Commissioning service unit.

**Contact for Risk Management and Insurance Issues:**

For risk management and insurance issues relating to partnerships please contact the Police Authority Risk Champion or the Risk Team, Corporate Planning and Governance service unit.

**Contact for Equalities and Diversity Issues:**

For equality and diversity issues relating to partnerships please contact the Strategy and Performance Manager or the Diversity Officer, People and Diversity service unit.