

CESHIRE “RESPECT” PROJECT
PARTNERSHIP AGREEMENT
&
TERMS OF REFERENCE

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1. INTRODUCTION

- (i) The purpose of this Agreement is to establish a structure and principles within which all partners involved in the Cheshire 'Respect' Partnership can demonstrate their commitment and support to working together effectively and efficiently for the overall benefit of the people and particularly the Children of Cheshire.
- (ii) The Partnership is intended to:
 - promote the aims and goals of the Cheshire Fire and Rescue Service Strategy for Children and Young People 2006-2010 (attached as Appendix 1).
 - bring together the different parts of the public sector as well as the private, community and voluntary sectors so that the different initiatives and services support each other and work together to achieve the objectives of the RESPECT project.
 - operate at levels which enable strategic decisions to be taken yet be close enough to individual neighbourhoods to allow resources to be directed at community level;
 - improve the links between existing partnerships so that they know how they fit into the wider picture and enhance rather than cut across the achievement of one another's objectives;
- (iii) This document is not a binding contractual agreement but is intended to show commitment to the aims of the Cheshire RESPECT Project by all partners.
- (iv) Within the terms of this Agreement and Protocols, the constituent bodies are identified as the:
 - Cheshire Fire Service
 - Youth Federation Cheshire and Warrington (voluntary sector)
 - Halton Borough Council
 - Warrington Borough Council
 - Cheshire County Council
 - Connexions (Cheshire & Warrington)
 - Secondary Headteacher Representative

2 AIMS OF THE PROJECT

The RESPECT project (Reducing Exclusion Starting Positive Engagement with Children Together) aims to transform the lives of young people who have dropped out or are in danger of being excluded from school, to trigger attitudinal behaviour change. The challenge is to focus on prevention and early intervention to limit the level of social exclusion, number of school exclusions and referrals to areas such as Local Authority Youth Offending teams. This will be achieved through an innovative two tier partnership project.

In an attempt to address these issues, the project will:

- Develop an inter-agency partnership which will share both skills and resources within multi disciplinary teams, **as outlined in Every Child Matters Green Paper.**
- Target work with Young People to provide them with places to go, things to do and making a positive contribution **as outlined in the recent Youth Matters Green Paper.**
- Provide a variety of alternative educational provisions, **as outlined in the Extended Schools 14-19 Strategy.**
- Develop policy and practice on prevention of fires and anti-social behaviour involving young people **as outlined in the Fire & Rescue Service Strategy for Children and Young People**

RESPECT will be led by Firefighters, who are often seen as role models by young people. The project will engage with young people to provide up to 50 hours of flexible activity which will be tailored to suit the target audience, with the aim of developing young people into better citizens, who will ultimately understand the word **RESPECT**. The partners will work together to supply and/or deliver a syllabus yet to be designed but which may include citizenship topics such as road safety, sexual education, drug and alcohol abuse. Module facilitators will address key areas and deliver practical experiences, which will be designed to trigger attitudinal behaviour change.

3 OBJECTIVES OF THE PROJECT

Our objectives are to:

- Contribute to a reduction in the number of young people being permanently excluded from Cheshire schools;
- Contribute to a reduction in the number of young people receiving fixed term exclusions from Cheshire schools;
- Contribute to a reduction in the number of unauthorised school absences throughout Cheshire;
- Contribute to a reduction in reported incidences of youth nuisance/anti-social behaviour;
- Contribute to a reduction in arson and hoax calls through targeting work with young people;
- Contribute to a reduction in the number of deliberate small fires;
- Improve young people's perception of their own safety
- Provide a citizenship scheme which will reduce the number of young people within the NEET (Not in Education, Employment or Training) population;

It is recognised that the impact upon these objectives will not solely be a consequence of the RESPECT project, but an accumulation of other public/private sector initiatives. The RESPECT Partnership will work with the other initiatives to achieve these.

4 PARTNERSHIP PRINCIPLES

Partners agree to work together actively and as equals to achieve the aims of the Framework on the basis of:

- Visible commitment and ownership at appropriate levels by the various member organisations and individual representatives
- Mutual trust and respect
- Openness and transparency
- Effective communication and accountability
- Shared ownership of resources, where appropriate
- Combined expertise
- Creative and innovative solutions to problems
- Identification and sharing of good practice
- Equality of access and opportunity
- Clear purposes and agreed targets for action
- Effective decision making
- Shared mechanisms for monitoring, evaluating, reviewing and reporting on performance, progress and success

5 MEMBERSHIP

- 5.1 The Partnership is an inclusive partnering of partnerships based on goodwill and a shared common purpose.
- 5.2 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.
- 5.3 Membership of the constituent bodies of the Partnership includes the acceptance of the responsibility to work within the terms of this Agreement and Protocols.

6 SECTOR ROLES AND RESPONSIBILITIES *DETAIL TO BE INSERTED*

- 6.1 Fire Service**
- 6.2 Voluntary Sector**
- 6.3 Halton Borough Council**
- 6.4 Warrington Borough Council**
- 6.5 Cheshire County Council**
- 6.6 Connexions**
- 6.7 Secondary Headteacher Representative**

7 CONDUCT – GENERAL PRINCIPLES

The following principles should apply to all members of the constituent bodies of the Cheshire Partnerships Framework, both individually and collectively:

- Selflessness – serving only the public interest
- Honesty and Integrity
- Objectivity – making decisions on merit
- Accountability – to the public for actions and the way responsibilities are carried out – co-operating fully with any scrutiny appropriate
- Openness
- Respect for Others
- Duty to uphold the Law
- Stewardship – ensuring that the organisations represented use resources prudently and in accordance with financial regulations
- Leadership – promoting and supporting the principles of the partnership(s) by leadership and by example, acting in such a way that secures and preserves public confidence

8 BEHAVIOUR IN MEETINGS

9.2.1 Much of the work undertaken by the constituent bodies will be undertaken at meetings and, therefore, effectiveness of these meetings is crucial because they will be:

- the principal decision making tool of the Partnership;
- part of wider community and partner involvement

9.2.2 The behaviour of participants at a meeting is important to the success of the meeting. Many people lack the confidence to express themselves fully in a meeting with other people, whereas others may dominate the discussion. Effective meetings can be achieved if all individuals are committed to some simple ground rules for behaviour before and during meetings:

- individuals have a responsibility to be properly prepared for meetings, by reading the paperwork beforehand and by committing themselves to attending and participating in meetings, briefings and training events, as required;
- individual and personal disputes should not be allowed to affect conduct within the meeting, but should be resolved elsewhere;
- all contributions should be addressed to the meeting through the Chair. Individuals wishing to speak should seek the attention of the Chair and wait their turn to speak only when directed by the Chair;
- individuals should not have “meetings within meetings” by discussing issues with other individuals or groups of individuals when another person has been directed by the Chair to speak.

All comments and queries should be directed to the whole meeting through the Chair;

- individuals should respect the contributions of others by not interrupting when someone is speaking, even when you may not agree with what they are saying;
- in contributing to the meeting, individuals will ensure that comments they make do not amount to a personal attack on or criticism of another individual and should avoid using heated, emotional and value loaded language and behaviour;
- individuals should be constantly aware of their remarks, in terms of their equal opportunities responsibilities, and avoid the use of potentially offensive language and comments;
- individuals should, above all, remember that partnership work means not always getting the decision **you** want and accepting the need to abide by majority decisions.

10 COMMON CONSTITUTIONAL ISSUES

10.1 Declarations of Interest

10.1.1 Members of the constituent bodies of the Partnership shall declare any financial, personal, business or organisational interest in writing and verbally to their respective constituent body and to the appropriate Secretariat.

10.1.2 Any such declarations shall be noted in the minutes of relevant meetings.

10.1.3 The minutes and notes of meetings, including any such declarations, shall (subject to confidentiality rules as set down in the Constitution) be available for public scrutiny at all times. The original documentation shall be available on request and the information shall be published or distributed electronically or in paper form.

10.1.4 The relevant constituent body shall scrutinise and make rulings on all declarations of interest as they arise in accordance with the Constitution of the constituent body. A declaration of interest may disbar a member from participating in a project or the constituent body itself if it is judged that the interest declared is prejudicial to the aims, objectives and spirit of the constituent body or that such an interest can reasonably be judged to be mostly to the benefit of the individual or organisation making the declaration rather than mostly to the benefit of the constituent body.

10.1.5 Any disputes relating to the Declaration of Interests or decisions with regards to disbarment shall be resolved by the Governance Board.

10.2 Confidentiality

Partnership meetings may occasionally receive information which is not in the public domain, often relating to individuals or commercially sensitive matters. It is the responsibility of each individual to ensure that this information remains confidential to the meeting, unless prior authorisation has been given by the Chair for this to be discussed elsewhere. Individuals must never use confidential information for their personal advantage or the advantage or disadvantage of anyone known to them, or to disadvantage or discredit the constituent body. Members of the constituent bodies shall act in accordance with the Constitution of that constituent body with regards to Confidential Information.

10.3 Hospitality and Gifts

Individuals must declare any gifts or hospitality they are offered in connection with their role in the context of the Partnerships and its constituent bodies to the appropriate Chair, Deputy Chair and Secretariat. Anything which could be construed as a means of influencing the way in which decisions of the constituent body are made should be refused. Advice should be sought from the Chair, Deputy Chair and Secretariat if in doubt before accepting gifts or offers of hospitality. Elected Members and staff will also need to ensure that they comply with the requirements of their relevant Authority's Codes of Conduct.

10.4 Conflict of Interest

10.4.1 It is acknowledged that many of those involved in any partnership will, due to its nature, have an interest of some sort at some time. However, such interests must not be allowed to result in actual or perceived undue benefit and consequently to unsound decision making.

10.4.2 Where a conflict of interest exists, or potentially exists, a declaration of interest should be made to the Chair of the appropriate meeting, as outlined in 10.1. The Chair must ensure such declarations are recorded formally (in the notes/minutes of the meeting). The partner should then agree formally with the constituent body his/her involvement with matters associated with the declared interest or, if the interest will inhibit that person's reasonable contributions on a frequent basis, then he/she should not take part. In such cases it may be appropriate for another individual to be chosen to represent the partner organisation.

10.4.3 The potential types of conflict of interest include:

- Where an individual or a connected person stands to gain financially from a decision made by the constituent body, either directly or indirectly. For example, where a project approval or decision on the letting of a contract would benefit an individual

directly or an organisation or company the individual was involved with. This would also apply if a member of the individual's household would benefit or if they were simply involved with an organisation or company who would benefit.

- Where individuals have multiple roles. Many individuals “wear more than one hat”, i.e. some residents in decision making positions may also be employees of potential beneficiaries and some partner representatives may be employees of member organisations bidding for funds or contracts, etc.

10.4.4 This can be seen as a confusing area for those not used to operating within these types of guidelines and, if in doubt as to whether a potential conflict of interest exists, this should be clarified with the Chair and Secretary either before or during the relevant meeting.

10.4.5 Representatives must report any personal changes in circumstances which may create a new or perceived conflict of interest.

11 OPERATIONAL ISSUES

11.1 The Partnership has agreed a clear statement of aims and objectives as set down in this Agreement and terms of reference as stated in Appendix 1.

11.2 It is intended that the aims and objectives should be achieved by establishing a commitment from all members of the constituent bodies to support the delivery of the Project.

11.3 Members of the constituent bodies are accountable to their respective constituent body in terms of their responsibilities.

11.4 In addition, members of the constituent bodies are accountable to their respective constituent body and the Partnership for the commitments they make with regard to the implementation within the organisation they represent of relevant aspects of the Partnership aims and objectives.

11.5 Communication mechanisms to raise public awareness and encourage community involvement will be developed. This will include the development and maintenance of a dedicated website covering all aspects of the Cheshire 'RESPECT' Partnerships, public access to information in relation to decisions taken and promotional events, where appropriate.

12 FINANCIAL RESOURCES

12.1 The Funding Resources are set down in Schedule 1 to this Agreement, and comprise both ISB Funding and match funding from the Project

Partners. The total funding resource for the Project is £xxxx ('the RESPECT Partnership Fund).

- 12.2 In addition to these resources, partners and module facilitators will offer additional resources 'in kind' in the training, materials or personnel depending on the structure of the project programme.
- 12.3 The Cheshire Fire Service will act as an Accountable Body for the RESPECT Partnership Fund and a Financial Agreement setting down detail of the Management and monitoring of the fund will be agreed by the Partners and attached to this Agreement as Appendix 2.
- 12.4 In the commitment of funds to the Partnership partners shall at all times act in compliance with their own organisations Standing Orders and Financial Controls and Procedures.
- 12.5 Audit of accounts shall be as set down in the Financial Agreement however it is recognised that each constituent body will in addition have their own audit and public probity demands to satisfy.

13 OPERATING AGREEMENT

This Agreement and Terms of Reference recognises the need to establish an Operating Agreement which will cover:

- risk management arrangements relevant to operational, financial and reputational risks and the reporting of such risks;
- performance management arrangements, including the establishment of Performance Indicators and a robust Performance Management Plan;
- a Communication Strategy including the badging and promotion of the Cheshire RESPECT Partnership;
- the authorisation 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
- procedures for resolving disputes within the Partnership
- procedures for resolving complaints to the Partnership and
- conventions on how members should distinguish between statements made by them acting in their own right or on behalf of their relevant organisation and those made in relation to their work through the Partnership.

14 CONTRACTS

- 14.1 In the interests of simplicity any contracts with third parties, whether or employment, supplies or services, will be entered into by one of the constituent bodies of the Partnership not the Partnership as a whole.
- 14.2 If the member body entering into the contract is only willing to do so on the basis of financial support from any or all of the other members, then no contract should be awarded until the financial support relied upon is agreed and set out in writing.

15 EQUALITY, DIVERSITY & SOCIAL INCLUSION

- 15.1 The constituent bodies of the Cheshire RESPECT Partnership will operate on the basis of principles which actively value diversity and which ensure fair treatment in service delivery, in terms of both equal access to and equal outcomes from local service delivery, which is designed to meet identified local needs.
- 15.2 Each constituent body will seek, so far as is practicable, to ensure equality of representation and participation in the local democratic process of which it is a part.
- 15.3 To this end, each constituent body will seek to inform, support, involve and give a voice to all sections of the community, with particular emphasis on minority ethnic groups, faith communities, those with disabilities, women, older people and children and young people. They will also seek to ensure an appropriate gender balance in their membership, so far as is practicable.

16 ACCOUNTABILITY

- 16.1 The Cheshire RESPECT Project will be lead by the Deputy Chief Fire Officer (Risk Reduction).
- 16.2 The Project Governance Forum, comprised of representatives from each of the Partners, shall develop and monitor the Project throughout its lifetime.
- 16.3 The Project Governance Forum shall operate within the terms of this Partnership Agreement and Terms of Reference and the Partnership Financial Agreement and the Governance Forum shall in addition operate in accordance with its Constitution.
- 16.4 The constituent bodies of the Cheshire RESPECT Partnership shall be accountable to their relevant constituent body or authority. This accountability includes ensuring financial probity, equity of process and achievement of agreed outcomes.

- 16.5 Delivery of the Project Aims and Objectives set out in this Agreement and the Performance Management Plan will be monitored and reported to each member organisation and Cheshire residents on at least a half-yearly basis.
- 16.6 Decisions made by the Partnership and progress against delivery of the Partnership Aims and Objectives may be the subject of more formal scrutiny as determined by the Constituent bodies in consultation with the Project Governance Forum.
- 16.7 Member bodies will not engage in other activities or initiatives which would be detrimental to the agreed goals for the Respect Project strategies.
- 16.8 Members will not compete with each other for resources in this context on an exclusive basis designed to benefit only one organisation or, knowingly, act in a way which is detrimental to the interest of other partners.

17 REVIEW & DISSOLUTION

- 17.1 This Agreement and Terms of Reference provide a mechanism for all members to oversee the development of the Cheshire Respect Partnership.
- 17.2 Changes in legislation may alter the way in which services are delivered in the future and constraints may also be imposed through audit and central government on the spending programmes of member organisations. Consequently, the composition and operation of the constituent bodies and the wider Cheshire Respect Partnerships will be kept under constant review to ensure that opportunities for partnership working and the effective use of resources, particularly public monies, are fully exploited.
- 17.3 If any individual member organisation wishes to withdraw from involvement in any part of the Partnership written and verbal notice must be given of how any funding committed by the member organisation to the respective constituent body of the Framework will be maintained.

18 SHARING INFORMATION

- 18.1 Wherever possible, members will share information about their organisations, services and customers where that information is relevant to the aims and objectives of the Partnership.
- 18.2 Where such information is confidential (e.g. for reasons of commercial customer or client confidentiality), members will seek to provide the information in such a form as to assist the work of the constituent body and the wider Partnership without compromise.

18.3 Members shall at all times abide by the requirements of the Data Protection Act and the Freedom of Information Act.

19 CHANGES AND ADDITIONS TO THIS AGREEMENT AND PROTOCOL

The Governance Forum shall review this Agreement and Terms of Reference annually and shall suggest any amendments for consideration and approval.

20 SECRETARIAT

Secretariat arrangements for the constituent bodies of the Partnership are detailed within the respective Constitutions and these officers, together with expert officers (Financial Adviser, Legal Adviser and others providing services by means of Service Level Agreements) will advise the constituent bodies on all aspects of their functions and procedures and support the constituent bodies as required.

21 EXPERT OFFICER SUPPORT

Financial Matters

- The financial resources made available to the Partnerships (including Government funding, contributions from member organisations and other sources of income) will be managed by the
- The Financial Adviser will report regularly to the Partnership via the Governance Forum on the financial position and this information will be reported to the Member bodies as appropriate.

Audit

- The affairs of the constituent bodies of the Cheshire Partnerships Framework, as determined within their terms of reference, will be formally audited by a member organisation's Auditor (the organisation to be a different organisation from that providing the Financial Management). The Partnership Fund accounts shall be audit by

22 SIGNATORIES TO THE AGREEMENT