

**14 March 2014**

**PARTNERSHIP AGREEMENT**

**BETWEEN**

- (1) Northumberland County Council**
- (2) Blyth Town Council**

**THIS AGREEMENT** dated the 14th day of March 2014 is made

**BETWEEN:**

- (1) Northumberland County Council of County Hall Morpeth Northumberland NE61 2EF (NCC); and**
- (2) Blyth Town Council of Arms Everytne House Quay Road Blyth Northumberland NE24 2AS (BTC)**

**(together called the Parties)**

**THE AIMS**

- (A) The Parties wish to work together in partnership to form a jointly funded team with its own identity dedicated to Blyth with the aim of delivering enhanced environmental services to the standards set out in this agreement.**
- (B) The aim is to provide a high quality environment which is maintained to the highest standards by an instantly recognisable, skilled and dedicated workforce using state of the art equipment.**
- (C) The partnership will also seek to provide training, apprenticeships and work experience for the young and inhabitants of Blyth**
- (D) The partnership will draw on the skills and knowledge of each partner where each has a direct input into the activities of the team.**

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement:

- |                                  |   |
|----------------------------------|---|
| <b>Agreement:</b>                | means this document, including its Schedules, as amended from time to time in accordance with this agreement;                         |
| <b>Confidential Information:</b> | means each party's confidential information including its background information, and details of the Partnership that are not public; |
| <b>Financial Contribution:</b>   | means a financial contribution to be made by a party to the Partnership, as set out in Schedule 1;                                    |

<b>Key Representatives:</b>	means <ul style="list-style-type: none"><li>• in the case of NCC: A nominated County Councillor (or their nominated substitute) and the Routine/Winter Maintenance Manager (Urban) Highways and Neighbourhood Services currently Steve Bucknall;</li><li>• in the case of BTC, The Chair of the Assets Committee (or the Vice-Chair of the Assets Committee) and the Town Clerk (Corporate Services) currently Sue Noddings; (together the <b>Management Board</b>) [NB Job Titles are those as at the commencement of the agreement and other posts may be designated with the agreement of the Parties];</li></ul>
<b>Location:</b>	means the Parish of Blyth being the location at which the Partnership will be carried out;
<b>Partnership:</b>	means the Partnership described in this agreement;
<b>Partnership Management:</b>	means the persons appointed from time to time by the each party as the Partnership Management currently Sean Robinson for BTC and Jimmy Reith for NCC;
<b>Partnership Period:</b>	means the period described in clause 2;
<b>Play Areas:</b>	means the fifteen play areas currently maintained by BTC.

## 2. THE PARTNERSHIP

2.1 The Partnership will commence on the first day of April 2014 and will continue until the day of 31 March 2019 unless:

2.1.1 terminated in accordance with this Agreement;

2.1.2 any other date agreed in writing between all the Parties;  
or

2.1.3 unless extended in writing by all the Parties.

- 2.2 Each of the Parties undertakes to each of the others to:
- 2.2.1 make its Financial Contributions to the Partnership in accordance with the Management Board Roles and Contributions set out in Schedule 1 to achieve the Standards set out in Schedule 2;
  - 2.2.2 use all reasonable endeavours to obtain all regulatory licences, consents and approvals necessary to allow it to make its contribution to the Partnership and carry out the tasks allotted to it; and
  - 2.2.3 ensure that its employees involved in the Partnership observe the terms of this Agreement and the conditions attaching to any consents and approvals.
- 2.3 Each of the Parties warrants to each other party that it has full power and authority under its constitution or standing orders & financial regulations (as appropriate), and has taken all necessary actions and obtained all necessary authorisations, licences, consents and approvals, to allow it to enter into this Agreement.

### **3. PARTNERSHIP MANAGEMENT**

- 3.1 There will be a Management Board initially made up of the Key Representatives. The terms of reference of the Management Board are set out in Schedule 3 to this Agreement.
- 3.2 The quorum for a meeting of the Management Board will be three representatives of the Parties, to include at least one from each party. If a Key Representative cannot attend, an alternate may be appointed by the relevant party.
- 3.3 The Chair of the BTC Assets Committee (if present at a meeting) or, in his/her absence, his/her alternate, will chair meetings of the Management Board.
- 3.4 The Parties will ensure that the Management Board meets at least every month at Blyth for the first six months thereafter the frequency to be reviewed (unless agreed otherwise) or at any other time at the request of any of the Parties. Meetings of the Management Board will be convened with at least 21 days written notice in advance. That notice must include an agenda. Minutes of the meetings of the Management Board will be prepared by the chair of the meeting supported by a minute taker and sent to each of the Parties within 14 days after each meeting.

- 3.5 Each party will, through its Key Representative or his/her alternate, have one vote in the Management Board. Decisions will be taken by a simple majority except:
  - 3.5.1 Where a decision necessitates a change to the Partnership, or
  - 3.5.2 A change to the allocation of any funding of either party.
- 3.6 The chair will have a casting or second vote.
- 3.7 The Partnership Management will:
  - 3.7.1 be responsible to the Management Board for the day-to-day management of the Partnership;
  - 3.7.2 be responsible for implementing decisions taken by the Management Board;
  - 3.7.3 prepare progress reports as required by the Management Board;
  - 3.7.4 monitor the progress of the Partnership; and
  - 3.7.5 be the initial point of contact for issues raised by councillors from either council and the public for issues regarding the delivery of The Aims.
- 3.8 The Management Board shall adopt such policies as it deems appropriate, including but not limited to:
  - 3.8.1 Data Protection policy;
  - 3.8.2 Community Engagement policy; and
  - 3.8.3 Conflict of Interests policy.

#### **4. FINANCIAL CONTRIBUTIONS**

- 4.1 NCC shall normally be responsible for the acquisition or leasing of any equipment required for the purposes of this Agreement.
- 4.2 Staff employed for the purposes of the Partnership will be employed by NCC.
- 4.3 BTC will pay its Financial Contribution to the Partnership to NCC in monthly instalments based on invoices received.
- 4.4 Unless any VAT exemption applies, all amounts are exclusive of VAT which any party making a Financial Contribution will pay at the rate from time to time prescribed by law.

- 4.5 NCC and BTC will ensure that the Partnership Management prepares and submits an account of all income and expenditure in connection with the Partnership monthly to the Management Board, and shall make all books and records available to the other Parties upon reasonable notice.

## **5. CONFIDENTIALITY, FOI AND DATA PROTECTION**

- 5.1 There will be a presumption of openness and transparency in dealings with this Agreement
- 5.2 None of the Parties will disclose to any third party nor use for any purpose, except carrying out the Partnership or as otherwise permitted by this Agreement, any other party's Confidential Information.
- 5.3 None of the Parties will be in breach of any obligation to keep any Confidential information secret or not to disclose it to any third party to the extent that it:
- 5.3.1 is known to the party making the disclosure before its receipt in connection with the Partnership, and not already subject to any obligation of confidentiality to another party;
  - 5.3.2 is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
  - 5.3.3 has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality;
  - 5.3.4 has been independently developed by the party making the disclosure; or
  - 5.3.5 is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure either under the Freedom of Information Act 2000 or the Environmental Information Regulations 2009, none of the exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the party whose information it is, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed; or

- 5.3.6 is approved for release in writing by an authorised representative of the party whose information it is.
- 5.4 If any party that is subject to the Freedom of Information Act 2000 or the Environmental Information Regulations 2009 receives a request under those Acts to disclose any information that, under this Agreement, is the Confidential Information of another party, it will notify that other party and will consult with it promptly and before making any disclosure under that Act. That other party will respond to the party that received the request within 7 days after receiving the notice, providing information to assist the party that received the request to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act. Each Party has absolute discretion to apply or not to apply any exemption under the Act.
- 5.5 None of the Parties will use another party's name or the name of any of the Key Representatives provided by another party, or another party's logo, in any press release or product advertising, or for any other promotional purpose, without first obtaining that other party's written consent, but for the sake of clarity this shall not apply to any logo designed for use within the Parish of Blyth.
- 5.6 Each party warrants to the others that it will process any Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments. For the purposes of this clause, Personal Data shall have the same meanings as set out in the Data Protection Act 1988.

## **6. FORCE MAJEURE**

- 6.1 If the performance by any party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that party will not be in breach of this Agreement because of that delay in performance.
- 6.2 It is specifically agreed that any legislative change significantly affecting the ability of either party to deliver its obligations under this agreement shall be regarded as Force Majeure, in which case the Parties shall endeavour to remedy any breach and in particular this shall apply if either party is required by law to reduce its precept by more than 3%.

## 7. TERMINATION, WITHDRAWAL AND NEW PARTIES

- 7.1 If they unanimously agree to do so, the other Parties may treat any party as having withdrawn from the Partnership with immediate effect by giving notice to that party if that party is in breach of any provision of this Agreement (including an obligation to make payment) and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy.
- 7.2 Each of the Parties will notify the Partnership Management promptly if at any time the Key Representative appointed by that party is unable or unwilling to continue to be involved in the Partnership. Within 30 days after the date of that notice, the party who originally appointed that Key Representative will nominate a successor.
- 7.3 Any party may withdraw from the Partnership by giving to each of the other Parties not less than six months' notice expiring on 31 March in any year but provided that this clause shall not apply to NCC or BTC before 31 March 2019.
- 7.4 A party that withdraws or that is treated as having withdrawn from the Partnership in accordance with clause 7.1 may not recover from the other party any of its costs incurred in connection with the Partnership to the extent that those costs were incurred after the date of its withdrawal.
- 7.5 No additional person may become a party to this Agreement without the written agreement of all of the then existing Parties to this Agreement.

## 8. GENERAL

- 8.1 **Notices:** Any notice to be given under this Agreement must be in writing, may be delivered to the other party or Parties by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

<b>Method of service</b>	<b>Deemed day of receipt</b>
By hand or courier	the day of delivery
By pre-paid first class post	the second working day after posting
By recorded delivery post	the next working day after posting



- 8.2 The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause are their respective Key Representatives
- 8.3 Notwithstanding the above the usual method of written communication between the Parties shall be by email
- 8.4 **Assignment etc:** None of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. That consent may not be unreasonably withheld or delayed.
- 8.5 **No agency etc:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. None of the Parties has any authority to make any representation or commitment, or incur any liability, on behalf of any other.
- 8.6 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative.
- 8.7 **Governing law:** This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement, except that any party may bring proceedings for an injunction in any jurisdiction.
- 8.8 **Escalation:** If the Parties are unable to reach agreement on any issue concerning this Agreement or the Partnership within 14 days after one party has notified the Partnership Management of that issue, they will refer the matter to the Key Representatives in an attempt to resolve the issue within 14 days after the referral. If the Key Representatives are unable to resolve the issue then the matter shall be referred within a further 14 days to the NCC Leader and BTC Mayor.
- 8.9 **Third Parties:** The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

## **SCHEDULE 1**

### **Financial Contributions**

1. Funding from each party sufficient to employ a team of ten workers with equipment to carry out the aims of this agreement to the Standard set out in Schedule 2
2. For the term of this agreement the funding shall be not less than £250,000 per year from each party
3. For the purposes of this agreement, the contribution from BTC shall be made up as follows
  - £200,000 for the team as set out above, and
  - £50,000 to be allocated by the Town Council for those items set out in Schedule 2 and marked in the third column as "Funded by BTC" or a similar phrase.
4. Additional funding as may be agreed between the Parties for specific projects
5. Both Councils shall ring-fence their funding so that any surpluses shall be carried forward and used to further enhance The Aims

## SCHEDULE 2

### The Standards

1. The achievement of the Standards in Column Two of the table below is to be judged against agreed illustrations.
2. The illustrations shall be reviewed at least annually and shall be published on the Town Council's website.
3. The Management Board shall consider whether to recommend to the parties that the Standards are varied.
4. The services set out in the table below are not exclusive and the Management Board may reallocate resources to other work within Blyth which falls within The Aims.

### The Standards

<b>Pre 1 April 2014 Standard</b>	<b>Partnership Agreement Standard Post April 2014</b>	<b>Notes/Benefits</b>
<b>Grass Cutting and Litter Picking on Amenity Grassed Areas</b>		
Grass cut 10-13 times per calendar year.	Grass cut 26-34 times per calendar year.	<ul style="list-style-type: none"> <li>• The actual frequency will be dictated by the weather and patterns of growth.</li> <li>• All cuttings will be blown from paths and footways.</li> <li>• Litter picking will be carried out as part of the grass cutting programme.</li> <li>• Strimming around obstacles will be carried out as directed by the Partnership.</li> </ul>
<b>Footpath Edging for Amenity Grassed Areas</b>		
Footpath Edging carried out once every 3 years	Footpath Edging to be carried out annually.	<ul style="list-style-type: none"> <li>• This will have a major visual impact on the image of the Town.</li> </ul>
<b>Hedges and Shrubs – Pruning and Maintenance</b>		
Pruning carried out annually.	Pruning to be carried out annually.	<ul style="list-style-type: none"> <li>• Frequency will be dictated by the patterns of growth.</li> </ul>

<b>Bus Shelters – cleaning</b>		
Bus Shelters currently cleaned once every six months.	Bus Shelters to be cleaned monthly.	<ul style="list-style-type: none"> <li>• This will address a major area of concern.</li> <li>• This will be achieved by a leased/purchased machine which will also be used for footway cleaning and sweeping.</li> <li>• This will allow Bus Shelters to be inspected during the monthly clean to establish whether repairs are needed.</li> <li>• Repairs funded by BTC.</li> </ul>
<b>Bus Shelter – renewal</b>		
Bus Shelters replaced when required.	Schedule of priorities for the renewal of Bus Shelters to be identified, agreed and budgeted annually.	<ul style="list-style-type: none"> <li>• Funded by BTC</li> </ul>
<b>Floral Displays</b>		
As agreed on an annual basis.	Partnership Board to agree a programme of planting and budget annually.	<ul style="list-style-type: none"> <li>• Events organised within the town may require the deployment of Partnership resources to enhance displays.</li> <li>• Funded by BTC or event organisers.</li> </ul>
<b>Play Area Inspections</b>		
Play Areas inspected on a weekly basis. Minor Repairs Carried out and major repairs reported for expenditure approval.	Play Areas to continue to be inspected on a weekly basis.	<ul style="list-style-type: none"> <li>• Repairs to be carried out by the Partnership team where appropriate.</li> <li>• More major repairs to be contracted and funded by BTC.</li> </ul>
<b>Play Area Refurbishment</b>		
Refurbishment intermittent to date.	Two play areas to be prioritised for refurbishment, enhancement and/or renewal annually.	<ul style="list-style-type: none"> <li>• Funded by BTC</li> </ul>

<b>Weed Spraying</b>		
Weed Spraying twice a year for allotment edges, footways and street furniture (obstacles).	Weed Spraying twice a year for allotment edges, footways and street furniture (obstacles) with supplementary weed control applied as required.	<ul style="list-style-type: none"> <li>Partnership Team to be trained on weed control methods</li> </ul>
<b>Public Toilets</b>		
Two different regimes. BTC responsible only for Broadway Toilets.	All open public toilets in Blyth to be maintained to the same standard	<ul style="list-style-type: none"> <li>Greater consistency and scope for improved standards.</li> </ul>
<b>War Memorials</b>		
Generally in advance of Remembrance Day only.	To keep to a high standard throughout the year	<ul style="list-style-type: none"> <li>Funded by BTC.</li> <li>In addition BTC to facilitate and fund a programme of renewal over the term of the agreement.</li> </ul>
<b>Public Seats</b>		
Annual maintenance only.	An annual programme of repainting and replacement to be introduced.	<ul style="list-style-type: none"> <li>Replacement programme to be funded by BTC.</li> </ul>
<b>Litter Bins</b>		
Emptied to schedule by NCC.	Emptied to agreed schedule and damaged bins repaired or replaced within 10 working days.	<ul style="list-style-type: none"> <li>Full audit of bin sizes and locations to be undertaken by Partnership during year 1 of the agreement.</li> <li>Review of litter bin provision and optimise routes to ensure bin emptying process is as efficient as possible.</li> </ul>

<b>Litter Picking and Mechanical Sweeping</b>		
Mechanical sweepers used to sweep predetermined routes when NCC personnel available. Litter picking to predefined routes with some targeted hotspots.	Effective use of the Partnership Team. Effective use of specialist mechanical sweepers able to clean footpaths and narrow lanes thus helping to keep dog fouling and other litter to a minimum. Enhanced litter picking activity and targeted approach to high amenity and hot spot areas to provide an effective response to litter removal.	
<b>Winter Services</b>		
Limited NCC resource used to clear snow and ice from priority footpaths and fill grit bins.	Larger resource at the disposal of the Partnership enabling the provision of an enhanced, targeted response.	<ul style="list-style-type: none"> <li>• New grass cutting machines can be used as to plough snow if fitted with the correct attachments.</li> </ul>
<b>Other Services</b>		
Limited ability for NCC to respond to adhoc service requests	Larger Partnership resource will enable a reaction to local priorities as they develop e.g. hedging works, fly tipping, graffiti removal, small scale fencing works, painting works, etc.	<ul style="list-style-type: none"> <li>• Partnership Management team to prioritise activities.</li> </ul>

## **SCHEDULE 3**

### **Terms of Reference of the Management Board**

#### **1. ROLE OF THE MANAGEMENT BOARD**

The role of the Management Board is as follows:

- ◆ Ensures the Partnership achieves The Aims
- ◆ Ensures the Partnership makes good use of assets.
- ◆ Assist with resolving strategic level issues and risks.
- ◆ Approve or reject changes to the Partnership with a high impact on timelines and budget.
- ◆ Provide advice and guidance on business issues facing the Partnership.
- ◆ To consider how other organisations (such as the Town Team) can assist in monitoring achievement of The Aims
- ◆ To recommend to both Councils any further similar agreements with other bodies working within Blyth

#### **2. RESPONSIBILITIES OF THE MANAGEMENT BOARD CHAIR**

The responsibilities of the Management Board Chair are as follows:

- ◆ Sets the agenda for each meeting.
- ◆ Ensures that agendas and supporting materials are delivered to members in advance of meetings.
- ◆ Makes the purpose of each meeting clear to members and explains the agenda at the beginning of each meeting.
- ◆ Clarifies and summarizes what is happening throughout each meeting.
- ◆ Keeps the meeting moving by putting time limits on each agenda items and keeping all meetings to two hours or less.
- ◆ Encourages broad participation from members in discussion by calling on different people.
- ◆ Ends each meeting with a summary of decisions and assignments.

- ◆ Follows up with consistently absent members to determine if they wish to discontinue membership.
- ◆ Finds replacements for members who discontinue participation
- ◆ Be the line manager for the Partnership Management for the purposes of delivering this agreement.

### **3. RESPONSIBILITIES OF MANAGEMENT BOARD MEMBERS**

Individual Management Board members have the following responsibilities:

- ◆ Understand the goals, objectives, and desired Partnership Materials of the Partnership.
- ◆ Understand and represent the interests of Partnership stakeholders.
- ◆ Take a genuine interest in the Partnership's Partnership Materials and overall success.
- ◆ Act on opportunities to communicate positively about the Partnership and advocate within their own organisations and sectors
- ◆ Check that the Partnership is making sensible financial decisions – especially in procurement and in responding to issues, risks and proposed Partnership changes.
- ◆ Check that the Partnership is aligned with the organizational strategy as well as policies and directions across government as a whole.
- ◆ Actively participate in meetings through attendance, discussion, and review of minutes, papers and other Management Board documents.
- ◆ Support open discussion and debate, and encourage fellow Management Board members to voice their insights.



## **SCHEDULE 4**

### **List of Play Areas**

- ◆ St John's Park - Cowpen Quay
- ◆ High Street - Blyth Town Centre
- ◆ Millfield Gardens
- ◆ Broadway
- ◆ Axwell Drive
- ◆ Briardale Road (Cowpen Park)
- ◆ Burns Avenue
- ◆ Cottingwood Green
- ◆ Fulmar Drive
- ◆ Isabella Skate Park
- ◆ Laverock Place
- ◆ Ogle Drive
- ◆ South Beach Play Area
- ◆ Lindsay Avenue
- ◆ North Farm Woodland Adventure Trail

**SIGNED** for and on behalf of  
**NCC**

Name

Position

Signature

**SIGNED** for and on behalf of  
**BTC**

Name

Position

Signature