



The purpose of this paper is to seek Members' approval for the new draft Partnership Agreement as the basis for the joint management of the Isle of Wight Council and Ventnor Town Council from 1 April 2016.

No. DETAIL

1) BACKGROUND

- a) At the Town Council meeting of 14 March 2016 Members resolved unanimously to:
 - i) authorise the Town Clerk, advised by the Public Buildings Working Group and in consultation with the Isle of Wight Council's Officers, to agree a customised and clarified version of the initial draft [of a Partnership Agreement] for consideration by the Town Council meeting of 11 April 2016; and
 - ii) agree the financial arrangements identified in section 3) of Report 11/16 for this meeting.
 - b) The draft document has been considered by the Public Buildings Working Group and with consequent amendments was submitted to the Isle of Wight Council's Recreation and Public Spaces Manager Lee Matthews and Head of Library Service Rob Jones on Saturday 2 April.
 - c) Lee Matthews responded on Tuesday 5 April having filled in some date gaps including a suggested three year term.
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2) DOCUMENTATION

- a) A copy of the latest draft for the Partnership Agreement is attached to this Report.
 - b) Also attached is draft for a letter of Financial Commitment and together these are intended to form the basis for the future shared management of the Library that has already been operationally implemented from 1 April.
 - c) Still to be agreed and implemented are the governance arrangements for the facility that Members will recall are identified in the Partnership Agreement document to be in place within two months, ie by 31 May.
 - d) Lee Matthews has agreed with the proposal that the draft for governance will be available for consideration by the Town Council at its 18 May meeting.
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3) RECOMMENDATION

Members are recommended to:

- i) approve the current draft Partnership Agreement and related Financial Commitment letter attached to this Report as the basis for the joint management of Ventnor Library; and
 - ii) authorise the Town Clerk, advised by the Public Buildings Working Group, and in consultation with the Isle of Wight Council to progress a draft framework for the governance of the Library to be available to the Town Council meeting of 16 May 2016.
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Partnership Arrangement for the Ventnor Library Service

This Partnership Arrangement is made the 1 day of April 2016

Between

- (1) **ISLE OF WIGHT COUNCIL** of County Hall, High Street, Newport, Isle of Wight, PO30 1UD (**'the Authority'**)

And

- (2) **Ventnor Town Council** of Salisbury Gardens, Dudley Road, Ventnor, Isle of Wight PO38 1EJ

Each a Party and together the Partners

Background

- A. The purpose of this Agreement is to put in place an effective Partnership between the Authority and Town/Parish Council whereby a joint strategy will be agreed and implemented to ensure the future and sustainability of the library service in Ventnor
- B. As a consequence of the Authority's financial pressures, innovative and different ways of working in partnership are needed to ensure maximum efficiencies. This Agreement enables closer working between the Parties to enhance and maximise the potential and resources of both Parties to our mutual benefit.
- C. This Agreement will provide a framework for collaboration in the sharing and maximising of assets, knowledge and skills, resulting in a continued service that is easy to access, and meets the outcomes of people choosing to use the service.

1 COMMENCEMENT AND DURATION OF THE PARTNERSHIP ARRANGEMENT

- 1.1 This Partnership Arrangement will commence on 1 April 2016 and shall continue in force and effect until 31st March 2019 unless terminated or extended in accordance with this Agreement.
- 1.2 The Parties may extend by agreement the Term by 1 year.

2 GENERAL PRINCIPLES

- 2.1 Nothing in this Agreement shall :

- 2.1.1 affect the liabilities of the Parties to each other or to any third parties for the exercise of their respective functions and obligations;
- 2.1.2 prejudice or affect the rights and powers, duties and obligations of the Parties in the exercise of their functions; or
- 2.1.3 affect any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 2.2 The Parties agree to:
 - 2.2.1 act in such a way as to achieve the aims and objectives for the Service wherever possible working jointly in pursuing public objectives in the public interest. This is in so far as it is reasonably practicable to do so taking account of the best interests of each Party and their respective service users, statutory and legal requirements and service objectives;
 - 2.2.2 treat each other with respect and an equality of esteem;
 - 2.2.3 be open with information about the performance and financial status of each; and
 - 2.2.4 provide early information and notice about relevant problems particularly if performance in delivering in one area has an impact (adverse or beneficial) for one Party to the other

3 PARTNERSHIP ARRANGEMENTS

- 3.1 The Parties agree to work together on a cooperative basis to deliver the following Aim and Objective:
 - 3.1.1 The Aim

To enable the Authority and the Town/Parish Council to work together to retain a library service in the community for the benefit of residents in Ventnor.
 - 3.1.2 The Objective

To agree and implement a joint strategy for the continuation of a library service at a time of reduced Authority's resources but a desire to work in partnership to maintain a "comprehensive and efficient" library service under the 1964 Public Libraries and Museums Act.
- 3.2 The Partnership Arrangements are intended to deliver the following Outcomes:
 - 3.2.1 Continuing public access to an effective library and information service that will help support residents' health and wellbeing, support access to digital services, promote reading for pleasure to adults and children, support learning and provide access to a wide range of information services
 - 3.2.2 Reduced cost to the Authority and greater efficiency that ensures the future sustainability of the library service in Ventnor.
- 3.3 The full scope of the Partnership Arrangements are provided at Schedule 1 to this Agreement.

4 AUTHORISED REPRESENTATIVE

- 4.1 The Parties will each appoint an Authorised Representative to liaise and cooperate with each other and attend meetings in accordance with clause 7.

5 FINANCIAL ARRANGEMENTS

- 5.1 The Parties will agree the management of resources in respect of the Service.
- 5.2 The Parties shall review the funding arrangements in respect of each the Service on each anniversary of the Commencement Date.
- 5.2.1 The Parties shall each remain accountable financially and for performance and responsible for all costs relating to the provision of the Services and the functions that they are responsible to deliver.
- 5.3 Each Party is responsible for paying its own costs and expenses incurred in connection with the preparation and execution of this Agreement.

6 GOVERNANCE

- 6.1 The Parties will meet within the first 2 months of the commencement of this Agreement to agree governance arrangements which shall be put in place to provide strategic oversight and direction in order to deliver the Aims and Objectives.
- 6.2 The Governance arrangements once agreed by both Parties will form a document which will be appended to this Agreement.
- 6.3 Each Party is responsible for ensuring that it has in place internal reporting arrangements to ensure that the standards of accountability and probity required by each Party's own statutory duties and organisation are complied with.

7 MONITORING AND REVIEW

- 7.1 The Parties will review the Partnership Arrangement on an annual basis.
- 7.2 The Parties will meet to review the Partnership Arrangement and the overall performance under this Agreement. Such meetings can be arranged by either of the Parties.
- 7.3 The Parties will place a high priority on the importance of regular reporting and effective consultation between the Parties.

8 PREMISES AND ASSETS

- 8.1 The Parties acknowledge that all premises owned/occupied by each Party at the commencement of this Agreement shall remain the property of that Party, but may be accessed by the other Party where necessary in connection with this Agreement.
- 8.2 The Parties note that they may, as part of the integrated working require access/use of each other's premises.

- 8.3 Notwithstanding use by one Party of an asset owned by the other Party for the purposes of providing the Services, all assets owned by each Party at the commencement of this Agreement shall remain the property of that Party. The Parties shall maintain a list of all assets that are owned by one party but used by both, and that list shall identify who is responsible for, maintenance, replacement and disposal of that asset.

9 STAFFING

- 9.1 The Parties acknowledge that this agreement does not cause a relevant transfer pursuant to TUPE at the outset; however, this will be determined by law at the relevant time.
- 9.2 The parties intend that the termination or expiry of this agreement will not result in a relevant transfer for the purposes of TUPE; however, this will be determined by law at the relevant time.

10 COMPLIANCE

- 10.1 Both Parties shall ensure that they perform their respective obligations under this Agreement in accordance all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise) and the Authority's equality and diversity policy.
- 10.2 Both Parties shall at all times comply with the provisions of the Human Rights Act 1998
- 10.3 Both parties shall perform their obligations under this Agreement (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.

11 DATA PROTECTION

- 11.1 Each Party shall comply with the terms of the Data Protection Act 1998 (DPA) and the terms Personal Data shall have the same meaning as defined in the DPA.
- 11.2 Where processing personal data (as defined in the Data Protection Act 1998) received from another Party (the "First Party"), the receiving Party shall act only on the First Party's instructions and shall take all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to the personal data and the Party shall provide to the first Party, where relevant, such information as the First Party may reasonably require to satisfy itself that the receiving Party is complying with the obligations referred to in this Condition.
- 11.3 Each Party shall notify the other Party to the Partnership Arrangement in the event of a Personal Data breach in connection with the Partnership Arrangement and where such a breach then results in a loss to any other of the Party(s) to the Partnership Arrangement the breaching Party agrees to indemnify the Party(s) to the Partnership

Arrangement in respect of any loss suffered directly as a result of that breach.

12 FREEDOM OF INFORMATION

- 12.1 The Parties shall co-operate with each other in connection with any request in relation to the Partnership Arrangement received by a Party under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. The Parties shall inform each other of any such request.

13 DISPUTE RESOLUTION

- 13.1 The Parties will seek at all times to resolve any dispute informally and in the spirit of co-operation and partnership
- 13.2 Should informal resolution not prove possible the Parties the matter shall be referred to the Chief Officer or equivalent of each Party. The Chief Officer may propose that the Lead member for the Party also participate in the dispute resolution process
- 13.3 If the Parties are unable to resolve the dispute themselves in a timely manner then the matter shall be referred for mediation in accordance with the CEDR Model Mediation Procedure

14 TERMINATION

- 14.1 A Party can terminate the Partnership Arrangements forthwith upon 6 months written notice to the other Party.
- 14.2 In the event that this Partnership Arrangements is terminated the Parties agree to continue to co-operate with each other.

15 VARIATIONS

- 15.1 Any variation to the Partnership Arrangement proposed by a Party shall be agreed with all other Party and evidenced in writing.

16 THIRD PARTY RIGHTS

- 16.1 No term of this Partnership Arrangements is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Partnership Arrangements.

Signature page

IN WITNESS this Partnership Arrangement has been executed by the Parties
on the date of this Partnership Arrangement

Signedin the capacity of Authorised
Signatory

Name:

For and on behalf of **ISLE OF WIGHT COUNCIL**

Signed in the capacity of Authorised
Signatory

Name:

For and on behalf of []]

SCHEDULE 1 THE SCOPE OF THE PARTNERSHIP

The Partnership will ensure the future development and delivery of library services to the residents of Ventnor.

The scope of the Agreement is intended to ensure that the objectives and priorities of the Authority, as well as the Town/Parish Council, are delivered through an agreed framework for planning and delivery of services.

The functions and scope of the agreement are set out here.

1. Leadership

- 1.1. The Parties will jointly seek to provide leadership with regard to the provision of library services to the residents of Ventnor.
- 1.2. The Parties will focus on continuing public access to an effective library and information service that will help support resident's health and wellbeing, support access to digital services, promote reading for pleasure to adults and children, support learning and provide access to a wide range of information services
- 1.3. The Parties will agree a partnership strategy that will deliver the partnership aims and objectives. The strategy will be regularly reviewed and updated as required.
- 1.4. The Parties will set priorities and act in the interests of both Parties and service users.

2. Service Development

- 2.1. The Parties will jointly develop ways of working and new forms of service infrastructure that will enable the Authority and the Town Council to deliver the Aims and Objectives.
- 2.2. The Parties will take account of the needs and intentions of the wider public.
- 2.3. The Parties have a commitment to develop a community-led library services, based on:
 - 2.3.1. good information about need
 - 2.3.2. the legal responsibilities of partners
- 2.4. The Parties will work together to development usable and informative performance reporting that will enhance planning, services and the future commissioning of services

3. Delivery of services

- 3.1. The Parties will work together to jointly provide access to or deliver services required.
- 3.2. The Parties will jointly commit to maintain the provision of library services within the building at a level consistent with the Authority's statutory obligation to provide a comprehensive and efficient library service across the Island.
- 3.3. The Parties will endeavour to ensure the continued delivery of services, any changes to these historic services will be considered as part of the development and operation of the partnership.

- 3.4. Where most effective and with the full agreement of the Parties, services will be delivered through the planned and agreed sharing of resources and assets. This can include but is not limited to:
 - 3.4.1. the sharing of workplaces and buildings;
 - 3.4.2. the exchange of knowledge and expertise;
 - 3.4.3. the sharing of telephone and electronic information systems;
 - 3.4.4. the availability of Authority grant funding to contribute toward the costs of the Town Council in delivering agreed aims and objectives; and
 - 3.4.5. funding made available by the Parties including new funds applied for by the partnership.

4. Market development

- 4.1. Any resources identified by the Parties as available and required to deliver the strategy, will be available for use by the partnership. The Parties will make their own judgement on what resources or services are available to the partnership.
- 4.2. The Parties will continue to plan, invest in and provide other services that are not within the scope of the agreement, but will ensure that their activity supports the objectives of the agreement.
- 4.3. The Parties will work together to will support revenue generation and funding bids which are consistent with and support the Aims and Objectives.
- 4.4. The Parties will collaborate to attract more organisations, for example Friends and Supporters Groups, to participate in delivering the Aims and Objectives.
- 4.5. The Parties will use their best endeavours to improve working relationships with organisations that also compete for resources.
- 4.6. The Parties will jointly engage with the people and communities that need services, as well as close engagement with the wider voluntary and provider sectors, and commissioners of public services.

5. Compliance

- 5.1. Each Party shall ensure that they comply with their legal and regulatory responsibilities and their obligations to others, including service users, funders, employees, volunteers and other associates.
- 5.2. The Parties will retain their respective legal or regulatory responsibilities, unless they are specifically permitted and agree to share those responsibilities.
- 5.3. The Parties will strive not to transfer the burdens of regulation or legal responsibilities from one to another.

6. Training and Standards

- 6.1. The Parties will identify, implement and promote arrangements for ensuring common standards of service, a commitment to diversity and inclusion, and the sharing of learning and training between the partners.

7. Prevention

- 7.1. The Parties will focus on jointly identifying sectors of the community that will benefit most from library services. this will also include arrangements for joint planning that will give people access to information and services that will help to promote reading, wellbeing, learning and digital citizenship.

8. Data and Knowledge Management

- 8.1. The Parties will share anonymised information that will contribute to the planning and commissioning of services.
- 8.2. Where necessary and only to improve the experience of service users, the exchange of personal data and information between providers will take place, but only subject to agreements that set standards on information safety and security.

9. Independence

- 9.1. The Authority and the Town will retain their individual corporate identity and, where held, their legal responsibilities and authority.
- 9.2. Furthermore, the organisations associated with the Town Council will retain their identity as individual organisations. The partnership is not intended to limit the independence and diversity of organisations associated with the commissioning or provision of library services.

SCHEDULE 2 - FINANCIAL CONTRIBUTIONS

The partnership will operate with three sources of funding:

Source 1 Financial contribution from the Authority (Core Funding)

The actual payments made by the Authority within the overall budget will be based on the meeting of costs agreed in advance.

The Authority shall make financial provision for:

- A member of library staff
- The library's stock
- The library's computer facilities
- Broadband and telecommunications
- Wifi within the library
- Access to the library management system
- Provision of professional training
- Access to the Library Service's online resources
- Employer's liability insurance
- Training of library staff
- Training of volunteers which assist in operating the library

While the Authority retains the freehold of the premises, the Authority will make financial provision for:

- Security and fire alarm systems
- Insurances – premises, public liability insurance
- Building maintenance

Any supplementation of this Core Funding would require a separate bid from the Town Council and additional budget being approved by the Authority.

The Authority may from time to time wish to invest in new or changed library services that are not funded through the Core Funding but which will share the Aims and Objectives of the partnership. In this event, the Parties can agree arrangements for such additional funding.

Source 2 Financial contribution from the Town Council

The actual payments made by the Town/Parish Town Council will be based on the meeting of costs agreed in advance.

The costs required to be paid by the Town/Parish Council, will include the following, although the exact package of costs will be agreed through negotiations:

- An experienced member of library staff
- Utility costs – electricity, gas, water
- Building cleaning

The contribution from the Town Council for the first year will be the total of the cost of the second member of staff and the utility invoices for electricity, water and gas for the period; the Town Council will provide the cleaning service.

The Town Council will make payment of its staffing contribution to the Authority in two payments the first in April of and second in September of each year. The utility costs will be reimbursed against copy invoices.

In the event that the premises transfer to or are owned by the Town/Parish Council, the Town/Parish Council will also have financial responsibility for:

- Security of the premises and fire alarm systems
- Insurances – premises, public liability insurance
- Building maintenance

Source 3 External funding and revenue raising

The Parties will also consider other sources of revenue as when opportunities occur. This may include grant funding or pilot projects funded by external organisations.

The Authority and the Town Council will collaborate in making joint or singular applications to funding opportunities that will benefit the delivery of the Aims and Objectives of the Partnership. Funding secured by the Partnership will be managed and disposed by the Party who is identified on any application for the same as being the lead applicant organisation. The Authority will not assumed the role of Accountable Body for any external funding without this first being agreed in advance and in writing.

Where the funding is made available by the Authority or by the Town Council, or an organisation associated with the Town/Parish the funding will be held and disposed by the Party contributing the funds.

SCHEDULE 3 - AUTHORISED REPRESENTATIVES



Directorate of Place

Clerk
Ventnor Town Council
Town Council Offices
Salisbury Gardens
Ventnor

From
Lee Matthews
Recreation and Open Spaces Manager
Isle of Wight Council,
County Hall, Newport
Isle of Wight PO30 1UD

Tel (01983) 821000 x 8735
Email lee.matthews@iow.gov.uk
DX 56361 Newport (Isle of Wight)
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April 2016

Dear Sirs,

PROVISION OF LIBRARY SERVICES TO ISLE OF WIGHT COUNCIL

As a consequence of the Isle of Wight Council's financial pressures, innovative and different ways of working in partnership are needed to ensure maximum efficiencies. This Agreement enables closer working between the parties to enhance and maximise the potential and resources of both parties to our mutual benefit.

Pursuant to the terms of this letter agreement it is agreed between the parties that for the financial years 2016 – 2019, the Town Council agrees to meet the running costs of the Library with the exception of maintenance and Business Rates and to fund an additional 22 hours of staff time. The contributions to be funded by the Town Council :-

*£14,000 (estimated) Towards Library second member of staff – invoiced 50% April and 50% September

*£2,500 (estimated) to the Isle of Wight council for general utility costs of Ventnor Library (excluding business rates and building maintenance) – payable on receipt of copy invoices

* **amounts to be confirmed by Rob Jones**

A further partnership agreement has been developed to support the emerging relationship between Isle of Wight Council and Ventnor Town Council on the operations and developments of the Library.

This letter agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

We would be grateful if you would sign the duplicate letter agreement as evidence of having read and understood the terms of the letter agreement and to confirm that you agree to be bound by its terms.

Cont ...

Yours faithfully

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Duly authorised for and on behalf of Isle of Wight Council

We have read and understood the terms of this letter agreement and agree to be bound by its terms.

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Duly authorised for and on behalf of Ventnor Town Council

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