

Partnership Memorandum

This Partnership Memorandum is made between the Independent Group of Torbay Council and the Liberal Democrat Group of Torbay Council.

Whereas:

- (1) The Independent Group and the Liberal Democrat Group ("the Partners") have agreed to work in partnership to ensure the effective governance of Torbay Council ("the Council") through the formation of a Cabinet, in order to work collectively to ensure the long term stability of the Council in the context of persisting austerity and increasing demand for Council services. The Council's current medium term resource plan identifies a funding gap of £18.3m over the next 3 years. The Partners agree to work collectively to develop budget proposals of necessary savings, efficiencies and income generation, taking into account the Council's duties to achieve an annual balanced budget as required by national government, striving to protect services and recognising that there will be difficult decisions to make,
- (2) This Partnership Memorandum is founded on the democratic principles of trust, equity, openness and fairness and is committed to enabling and supporting the delivery of services to residents, communities and businesses in Torbay,
- (3) The Partners have agreed to work together, acting in the best interests of Torbay and its people in a co-operative, open and participatory manner, involving residents, business and the third sector, keeping them informed, and reflecting their views in developing policy and commissioning/delivering effective and efficient services,
- (4) The terms of this Partnership Memorandum shall operate at all times in compliance with the Council's Constitution,
- (5) This Partnership Memorandum shall take effect from the date of its signing ("the Effective Date").

It is Agreed that:

1. DURATION

- 1.1 This Partnership Memorandum is entered into for the political term of office 2019 to 2023 ("the Term"), subject to an annual review by the Partners and in any event subject to there being no change in the political balance of the Council during the Term that would enable either Partner to form an Administration exclusively. Either Partner may terminate this Memorandum on the annual anniversary or earlier if there is an irretrievable breakdown in confidence that the Partners can deliver the content and spirit of this Memorandum.

- 1.2 The Partners agree to review the wording of this Memorandum within six months from the Effective Date, so as to ensure that the reality of operating the partnership is reflected in the wording of the Memorandum.

2. PRINCIPLES

- 2.1 The Leaders of each Partner shall ensure that all members of their respective groups observe the spirit and intent of this Partnership Memorandum.
- 2.2 Partners agree to work on the principle of 'no surprises' to their Partner and to reach consensus through discussion for the benefit of the residents, communities and businesses of Torbay. Neither Partner will seek to embarrass the other in conducting Council business.
- 2.3 Partners agree to work together on the Priorities as set out in this Memorandum, but it does not stop Partner Councillors voting in accordance with their conscience, but all Partner Councillors will have regard to the spirit of para 2.2 above.
- 2.4 Should there be any disagreement between the Partners or their Councillors then every effort will be made to resolve matters in good faith in the spirit of this Partnership Memorandum, with matters to be escalated to both Group Leaders in the event that any disagreement is not swiftly resolved. The Group Leaders will seek support from their LGA Mentors in respect of significant disagreements.
- 2.5 In any event, this Partnership Memorandum shall not operate so as to fetter the statutory duties of the Council and its governance, which is duly established by law and enshrined in the Council's constitution.

3. GOVERNANCE

- 3.1 The Partners shall form a Cabinet to operate as the Council's Executive in accordance with the Council's constitution.
- 3.2 The Partners agree that the Cabinet will operate through Collective Responsibility.
- 3.3 The Partners agree that the Overview and Scrutiny Committee is an important element of the Council's governance structure, adding real value in improving policy-making and the efficient delivery of public services, in addition to their scrutineer role. The Partners commit to ensuring that the Overview and Scrutiny Committee is used to the fullest extent possible.
- 3.4 The Partners support the establishment of effective governance within the Council through the following nominations to roles;
 - (i) Councillor Steve Darling as Leader of the Council,
 - (ii) Councillor Douglas-Dunbar as Civic Mayor,

- (iii) Councillor Manning as Deputy Civic Mayor.

The Partners agree that the role of Civic Mayor and Deputy Civic Mayor will always be made from the Councillors comprising of the Partner's group memberships.

- 3.5 The Partners support the establishment of effective governance within the Council through agreement that the Leader of the Council ('the Leader') will make the following appointments to the Cabinet;

- (i) Councillor Atiya-Alla,
- (ii) Councillor Cowell as Deputy Leader,
- (iii) Councillor Law,
- (iv) Councillor Long,
- (v) Councillor Morey,
- (vi) Councillor Stockman.

4. PRIORITIES

- 4.1. The Partners agree to develop over coming weeks a shared work programme ('the Work Programme') which will be based upon the following priorities ('the Priorities');

- (i) **Thriving People and Communities**

Ensuring that all activities of the Council are focused upon turning the tide on poverty, and ensuring that the bay's children have high aspirations and the opportunity to reach their full potential. Where all of our residents are healthy, safe, resilient and self sufficient and where they have access to good quality homes, which are affordable and meets their needs; they have access to quality jobs whilst living in a community which is vibrant and attractive.

- (ii) **A Thriving Economy**

We will work to ensure a more diverse and sustainable local economy so as to deliver the long-term future prosperity and improved quality of life for all our residents.

- (iii) **A Council Fit for the Future**

We will work collectively to ensure the long-term stability of the Council and the services that it legally has to provide, and recognise that there will be difficult decisions to make. We will fundamentally change the way in which the Council communicates and engages with residents, we will be clear as to the services that the Council can provide and we will empower community capacity building. We

will work to reduce the cost drivers of our high-cost services, deliver efficiencies and increase the Council's income where possible.

(iv) A Climate Fit for the Future

We will strive to improve the natural environment, including flood protection. We will work to reduce consumption and increase recycling and will promote low carbon energy. We will work to improve poor air quality, reduce noise and emissions.

4.2. The Partners agree that the Priorities and the shared Work Programme will form the basis of a Community Conference, to be held within 3 months of the effective date, so as to ultimately inform the Corporate Plan, which the Partners propose will become a Corporate and Community Plan.

The Partners hereby agree to the terms of this Partnership Memorandum:

Signed for and on behalf of the Independent Group by the Leader of the Independent Group

 Dated 17.5.19

Countersigned by the Members of the Independent Group

 Dated 17/5/19

 Dated 17/5/2019

 Dated 17/5/2019

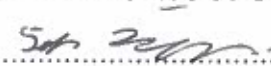
 Dated 17/5/19

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 Dated 20/5/19

Signed for and on behalf of the Liberal Democrat Group by the Leader of the Liberal Democrat Group

 Dated 17.5.19

Countersigned by all Members of the Liberal Democrat Group

 Dated 28/5/19

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