

Pen to paper

Creating Partnering Agreements That Work



Produced in Cooperation with



Waitakere City Council
Tē Taiao o Waitakere

Putting pen to paper

Creating Partnering Agreements That Work

Introduction

Over the last 10 years, relationships between central and local government have continued to strengthen. As a result a wide range of new local-central government initiatives has developed across the country. The Local Government Act 2002 has strengthened this trend. The need for both levels of Government to work together as part of the community outcomes process has added a new and important focus to the relationship at the local level.

New ways of working must be supported by new tools and processes. This document focuses specifically on the development of partnering agreements. Putting time and effort into getting both the agreement process and end product right is worth it. While the focus of this report is on interagency working between central and local government many of the principles will apply more widely.

Much of this document is based on my experiences of interagency working within Waitakere City. It also builds on many of the key learnings from the Strengthening Communities through Local Partnerships Research Project which ran from 2002-4. (see www.lpg.org.nz)

This report is in two parts. The first gives guidance to those entering into new multiparty relationships or about to “put pen to paper”. The second part of the report highlights some current challenges and opportunities related to developing and implementing partnering agreements in New Zealand. Many of the issues raised are not new and will need to be proactively addressed if the expected gains from partnering are to be realised.

Many people have suggested that an appendix of good practice examples be compiled to support this document and practically assist others putting agreements together. Rather than delay the release of this document, a compendium of agreement case studies is now underway and will be available later this year.

Finally, thank you to all those who offered their feedback and advice on previous drafts. Like partnering, this report is the result of a team effort.

Megan Courtney
Partnering Advisor
Waitakere City Council

megan.courtney@waitakere.govt.nz or 09 836 8000 ext 8823.

The production of this report has been funded by the Local Government and Community Branch of the Department of Internal Affairs and Waitakere City Council. However the views contained are those of the author not of the funding agencies

Table of contents

	Page
Executive summary	1
1.0 Background	3
1.1 A new focus for Central-Local Government working	3
1.2 About partnering	3
1.3 Gains from working in a partnering way	4
1.4 Paper and people – key ingredients for partnership working	5
2.0 Why put pen to paper - what difference does it make?	6
3.0 When to put pen to paper	8
4.0 What kind of documentation	10
4.1 Language matters	11
4.2 Which one and when?	12
4.3 The process of “doing”	14
4.4 Getting started	14
5.0 What’s usually in a partnering agreement	16
5.1 Develop and attach a work programme	19
5.2 Partner and fund holder challenges	19
5.3 Relationships between partners and subcontractors	20
5.4 Monitoring partnering agreements	20
5.5 Is a partnering agreement legally enforceable?	21
5.6 The Complete Package	22
6.0 Experiences to date and ways forward	23
6.1 Effective relationships – a critical deliverable	23
6.2 Silo accountabilities at the expense of joined-up outcomes	23
6.3 Over-emphasis on risk management and centralised compliance	25
6.4 Decentralisation tensions	25
6.5 Tension between collaboration and competitive tendering	26
6.6 Adding communities to the mix	26
6.7 Managing for outcomes	27
7.0 Final reflections on keys to success	28

Executive Summary

Interagency partnering between local and central government has been gaining traction over the last 10 years. The Community Outcomes process under Local Government Act (2002) has brought a focus to the relationship and will be a catalyst for further collaboration between local and central government.

Partnering covers a broad spectrum of joint working arrangements, with relationships between people the essential factor.

Partnering is key to addressing complex social problems which are generally beyond the realm of any one agency working alone. There are many other practical gains from central and local government working more closely together.

New kinds of agreement frameworks are needed to better support partnering objectives and approaches. Traditional top down contracting models do not easily fit with partnering.

Written documentation is essential for successful interagency partnering and helps to mitigate against two common risks to partnering – personnel and environmental changes. It is also useful to have a clear documented vision for working together in case things go wrong.

Developing agreements

The process of developing an agreement is as important as the end product itself. This can take considerable time so the anticipated benefits from putting pen to paper need to outweigh the likely risks and costs.

The agreement development process is a key opportunity for people to get to know each other, find out how each agency works and explore the common ground between them. Meeting face to face is the key for relationship building.

It is often useful to balance the agreement development process alongside efforts to start concrete projects collaboratively. This both gives a sense of progress, and contributes to understanding of what is needed in written documents. Agreements alone do not make things happen. Developing shared work programmes and review processes helps put agreements into practice.

Each agreement is unique, reflecting the partners, their history and their purpose for coming together. (Cutting and pasting, or simply re-hashing agreements developed for other partnering purposes might be tempting, but is not advisable!) There are no hard and fast rules about what an agreement should look like, and terminology about agreements is often used interchangeably.

Agreements can be developed with the assistance of an external facilitator, or by the parties themselves, with one acting as a “lead agency”.

Critical issues

There are a range of emerging critical issues for partnering and implementation of partnering agreements including:

Time and resourcing: Partnering is time consuming and generally resource hungry, and should be used selectively. “Meaningful” relationships are the key, and time needs to be taken to develop and monitor these. The agreements must be managed as agreements between organisations, rather than between individuals, so that appropriate processes and timeframes must be invested in.

Differing approaches and resourcing capabilities: There are not consistent approaches to partnering within or between government agencies or local government agencies. Workforce development will be required around developing and maintaining effective partnering agreements. Currently most emphasis has been on contracting relationships which tend to be “top down”.

Risk management: Government and local government agencies are publicly responsible and have to manage for risk. Partnering, particularly new partnering relationships formed to address difficult issues, will require elements of risk-taking, and will not be enhanced by over-emphasis on risk management, or by centralised rigid compliance systems. A balance will need to be developed which encourages and supports innovation.

Tensions between collaborative and competitive tendering processes: The Local Government Act (2002) points to the need for a culture of collaboration around Community Outcomes. However many current funding mechanisms are competitive. The tension which this creates is not conducive to partnering. Thought will need to be given to appropriate funding mechanisms which do not undermine, or reduce the potential for, effective partnering.

Learnings from the Funding for Outcomes integrated contract work led by the Ministry of Social Development around good practice for integrated service delivery are an example of constructive work underway by Government agencies to address these tensions.

1. Background

1.1 A new focus for central-local government work and relationships

There are now many good examples of successful collaboration between local and central government agencies throughout the country. A progressive strengthening of relationships over the last decade has led to many new kinds of interagency work. For example, new shared work programmes and projects, new communications processes, development of best practice guidelines, joint planning processes and new protocols for sharing information, research and data.

The Local Government Act 2002 outlines a new vision and approach for local government. Promoting social, economic, environmental and cultural wellbeing of communities are now key roles for local government. So is the task of working with a range of local stakeholders and communities to identify community outcomes for each locality. This legislation has become a catalyst for “joined up” thinking and action between local government, central government and communities.

Processes to identify Community Outcomes have now taken place in varying forms across the country. In some areas, participation by central government agencies has been strong, with some local and central agencies co-funding community engagement and planning processes. In other areas there has been less involvement of central government in local outcome setting.

Now that community outcomes have been identified for each local authority area, the next opportunity is finding new ways to join up, or partner, to achieve the visions set by local communities. As a result, multi-agency partnering agreements will become even more common and it is likely there will be more bilateral agreements between councils and government departments.

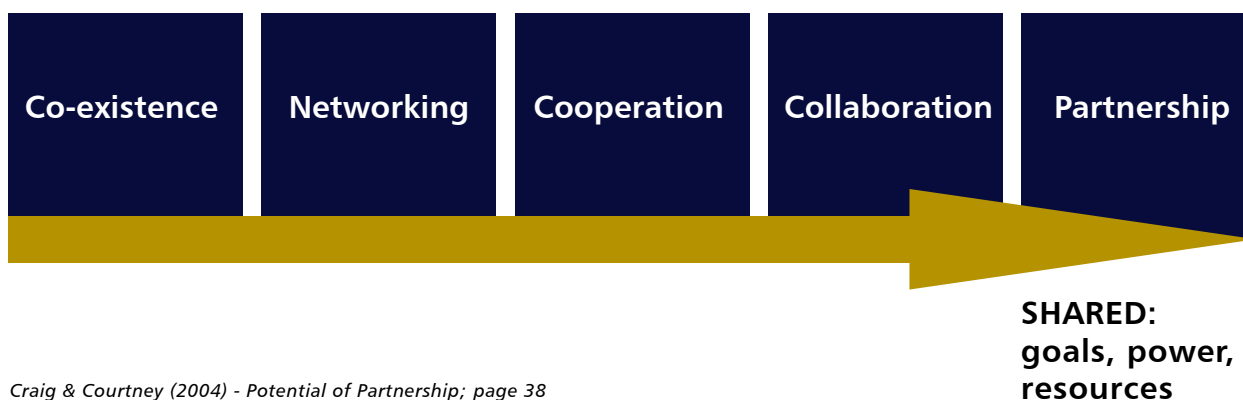
1.2 About partnering

Over the last few years, interagency partnering approaches have become increasingly common in Aotearoa/New Zealand eg: Family Start, Healthy Housing, Auckland Sustainable Cities Programme.

Partnering is best thought of as working across a broad spectrum of arrangements. Increasing levels of interaction and commitment are required the further along the continuum you are ¹ (see below). The partnership box in the diagram isn't nirvana. You can work in more than one continuum box at a time and aspire or move to a different box over time. What matters is knowing where you are on the continuum and what kind of working relationship best suits your purpose for coming together. It's also important to understand that working in a partnering way takes more time, requires more resourcing, is more complex and has a greater element of risk.

¹ For a description of key elements in each box of the partnering continuum, see appendix 1.

Partnering continuum



Craig & Courtney (2004) - Potential of Partnership; page 38

With the rise of collaborative working, there is an increasing acknowledgement that new kinds of agreements are needed. These agreements need to better reflect partnering intents, shared outcomes and visions and more relational and negotiated ways of working. Traditional top down contracts, in which one agency, working to a legal/risk based model, specifies outputs, allocates funds, stands back and later judges if standards and performance criteria have been met or not – do not sit easily in this new “partnering” world. More relational, or people based agreement frameworks, are required to support new collaborative arrangements² emerging around the country.

1.3 Gains from working in a partnering way

There are many tangible benefits from local and central agencies partnering together. Many of the issues facing local communities are complex, inter-related and unlikely to be solved by either central or local government working alone. This was also a key conclusion from the State Services Commission’s Review of the Centre which found that: “greater collaboration among government agencies and better integrated service delivery was an essential way to address complex social problems and achieve better outcomes for citizens”³. The same will be true for achieving community outcomes.

Other practical gains from local and central government partnering include⁴:

- sharing of information and knowledge⁵
- sharing resources at political, strategic, technical and operational levels
- increased organisational capacity through working closely with other organisations eg. knowledge transfer understood in terms of others’ processes, thinking, systems, planning, history, ways of working etc.
- alignment of planning processes between central and local government agencies, which can identify areas of common interest or potential joint projects
- tailoring services to local needs and more coordinated delivery of services
- cost sharing of projects and processes

² Note this paper does not attempt to review existing government policy audit/accountability/legislative frameworks in terms of technical constraints to developing/implementing more relationally based agreements. Some discussion on this will likely be included as part of the evaluation process for the Managing for Outcomes pilot project.

³ Quoted in “Mosaics – Key Findings and Good Practice Guide for Regional Coordination and Service Delivery”; Ministry of Social Development 2003; page 2

⁴ Includes examples from : The Cooperate Report www.childrenscentre.org.uk

⁵ While the Privacy Act does mean there are limits to some kinds of data that can be safely and legally shared, there are still large amounts of information that can be safely shared for mutual gain.

- developing new indicators, performance measures, and processes for monitoring local wellbeing outcomes
- added credibility, mana and profile of government agencies within communities
- access to additional networks, connections and funding
- speeding up the policy feedback loop ie: the implications of government policy in terms of impacts and outcomes at the local level.

1.4 Paper and people – key ingredients for partnership working

Underpinning all successful partnering arrangements are the actual relationships between people. Partnering is about people and how they work – their people skills, their enthusiasm, and their ability to harness energy, resources and action from others is what really makes the critical difference. The principles of trust, respect, and honest and open communication are recognised as “must haves” for effective partnering. One of the risks, however, to this type of relationship building is staff turnover.

Equally important is having written documentation to cement the foundations for what is to be done together and how. Although a written agreement is not an end in itself, it acts as a constant reminder about shared vision and goals, and lays out tasks and processes to keep the partners focused and on track.

2. *Why put pen to paper, and what difference does it make?*

The process of writing things down allows participating agencies to come to a shared understanding of some or all of the following:

- why you're working together and what you hope to achieve both now and into the future
- what's been agreed to date
- what will happen next -visions, actions etc.
- how you will work -principles/values, roles/responsibilities, governance processes, structures, communications etc.
- how things will be funded -financial and non financial resources
- how/when you will know if you're succeeding -performance monitoring, review
- what will happen if problems arise?

The agreement lays the foundation for the partnering experience that follows. Where relationships between people or organisations don't already exist, the process of drafting the agreement is even more critical. The agreement becomes a platform around which people can get to know each other, establish relationships, find out how each agency or organisation works, and what it believes in, and what it's trying to do. Similarly an agreement can become a broad framework for relational monitoring ie. are partners living by the principles inherent within the agreement?

An agreement is also useful in the context of constant change within central and local government. Two of the greatest risks to partnering are staff turnover and political change. The latter is something that officials have no control over. Given that local and central government elections happen in different years, policy, strategic priorities and funding can potentially change at any time. This is a source of great frustration to community partners especially as they expect continuity in approaches once relationships have been formed.

However, staff turnover is something that officials can mitigate against. The reality is that representatives at the partnering table will change over time. Having a written agreement increases the chances of all representatives, both current and future, continuing to work in certain ways to achieve certain things. In effect a partnering agreement is a tool that:

- commits people and organisations in terms of participation, process and actions
- commits resourcing and support, either on a fixed term or ongoing basis (often subject to performance).

Many involved in partnering have emphasised the importance of the written document when things get tricky. Partnering does involve risk and things frequently can and do go wrong. Many people have commented that in times of trouble, going back to the vision and spirit of the original document has been critical, reminding people of the higher level purposes that brought them and their organisations together.

Completing a partnering agreement is also something that can be celebrated. Often it marks the first step along the journey. Although the document itself may be small, the fact of its completion is often monumental. While it may appear that some agreements may be nothing more than symbolic, they can have a major catalytic and empowering impact, becoming a key tool from which further joint action can be leveraged.

The signing of agreements which involve heads of organisations is also useful. Not only does this enable leaders to demonstrate their support of, or add their blessing or mana to partnerships, but it can also help build high level ownership and create fantastic opportunities to showcase new ways of working. Photo opportunities from signings attract media profile and attention and provide a vehicle for communicating to other agencies or community stakeholders that something new and important is or about to happen. This process can also act as an incentive for other organisations to get involved or to replicate a partnering process or idea that has been progressed elsewhere.

The process of putting pen to paper and writing things down also enables the many different types of partnering arrangements and experiences around the country to be more easily shared with others on an ongoing basis. This way we will learn more quickly from each other and be more able to promote and share local “Kiwi” best practice.

3. *When to put pen to paper*

Some form of documentation is critical to most new joint relationships or projects – especially where significant funding, broad outcomes, risk and innovation are involved.

In terms of the partnering continuum described in section 1.2, you can be networking, cooperating and sometimes collaborating with a range of agencies without any type of written agreement to support your partnering activity. This is especially the case where agencies/representatives have worked together before and there is a high existing degree of trust and shared understanding. Usually in these circumstances, there are people (strategic brokers⁶) working within these organisations who skilfully and quietly bring people, ideas and projects together and make things happen almost naturally.

So, doing things informally can be just fine. In fact, for some, a very good reason not to go to paper is that documenting things can take time, time that gets taken away from the “doing” aspects of partnering. Other factors to consider when thinking about whether or not you need a formal agreement include:

- the likely duration of the joint project or process eg. short or long term
- the complexity of the task eg. running a one off forum vs. developing a citywide interagency planning process
- history between the parties eg. worked together jointly a lot, compared to a new relationship
- scale eg. small local project vs. multi-agency service
- pre-existing legislative frameworks and obligations eg. most central and local government agencies will require a written agreement of some sort to ensure accountability for public monies
- financial risk eg. million dollar service contracts compared to a contribution toward a community event or project.

Partnering action can come before written documentation or a partnering agreement. However, as people, policies and programmes change, sometimes being “undocumented” can start to feel uncomfortable or “loose”. Here are some signs to watch out for:

- you know that opportunities are being lost
- what you are trying to do together isn’t as clear as it should be
- people aren’t doing what they said they would do, or doing anything at all
- there are no agreed processes or mechanisms for moving forward
- things have become very complex and uncertain
- no one is sure who should be doing what and why, and no one knows who should know
- you know that if key people left, things would just fall over.

⁶ Strategic broker is a new term which refers to the people who make collaboration happen – they are the “glue”, bringing people and organisations together to achieve shared visions and goals. See Craig & Courtney (2004) - Potential of Partnership; page 69-77 for more.

It is generally recognised that it is probably too late to put pen to paper when you are already in trouble. So, if you can, think ahead about what might be helpful down the track and get a few key things written down at an early stage.

In summary, in terms of the “when” question, there are two useful points to consider at either the start of a process or as you’re collaborating:

1. Can you do what you want to do without any form of documentation?
2. Would the anticipated benefits from putting pen to paper outweigh the likely costs (time, resources, energy) of putting together an agreement – in the short or long term?

After making the decision that it’s time to go to paper, the next critical question is what kind of documentation best suits your needs.

4. *What kind of documentation?*

Sometimes a fear of being “signed up” can keep people and agencies away from the collaboration table, especially in the early days of talking or working together. However, you can still document things without having a formal, signed agreement.

Terms of Reference or initial frameworks

A Terms of reference document may be prepared in the beginning stages by partnering agencies, with the “terms” acting as an initial framing of why people have come together and what they are hoping to achieve. Generally this isn’t a formal “signed up” document, it merely acts as a shared starting point.

For example, in the early days of coordinated interagency discussion between council and central government agencies in Waitakere, there was no formal written agreement. However, there was a very simple written “understanding”, based on a whiteboard brainstorm, of what the purpose of meeting was, what the group wanted to achieve and how the meeting process would loosely run (attached at appendix 2). At the time, this was more than enough to get a joint interagency process started.

In other cases, an internal terms of reference may be useful for agencies to prepare before they enter into negotiations with other potential partners. In these cases, the terms act as internal reference tools that explore agency goals, visions, expected outcomes and likely resourcing implications. This enables agency representatives to be aware of their agency’s expectations and the limits of their own mandate before they sit at the partnering table.

As noted earlier, there is no one size fits all agreement that will suit every partnership. There are however, some important rules of thumb to remember when drafting a partnering agreement:

- keep it as simple as possible - the shorter the better
- use common language that everyone understands
- where appropriate, view agreements as longer rather than shorter term eg. 3 years vs 1 year, but still reviewed annually⁷
- make use of attachments that sit alongside the main agreement to document work programmes and detail structures, processes etc.

In some cases, a simple one page statement of intent is all that is required to keep people committed and working together. In other cases a more descriptive account of the why, what, when, who and how is needed. An effective agreement needs to contain sufficient detail to guide the partnership outlining visions, outcomes, etc and serve as a mechanism by which partners can assess the fulfilment of their commitments ie. Is this what we wanted to achieve, did we do what we said we would, what were the results?

⁷ Note: the importance of longer term funding was a key recommendation of the Voluntary and Community Sector Working Party and is also supported by Treasury.

When working at a relatively strategic level, it's likely that the agreement will be about getting commitment to some high-level visions, goals and principles. If the focus is on aligning operations or services, then the agreement will probably include shared outcomes, but centre on clarity of roles, responsibilities, resources, and outputs. If the partnership is about a specific new project or venture, the resulting agreement will likely be a combination of the two.

4.1 Language matters

What agreements are called does matter. How documentation is referred to will:

- reflect the state of the relationship
- reflect the purpose of the agreement
- set the tone for the way to continue working together.

There are a number of different agreement types currently in use that infer some degree of partnering intent. The reality is that practical definitions and a continuum of agreements are still very much at the development stage. Many of the terms and meanings below are used concurrently or interchangeably. There are no hard and fast rules for what to call an agreement.

In order to start discussions that may lead to some more rigorous terminology, here are some common agreement types and some possible meanings:

- **Charter/accord** – generally a simple document that records high-level commitment to a vision, and principles and protocols for working together.
- **Communication agreement** – generally identifies key contacts for projects that involve two or more agencies and identifies processes for “talking” together on a regular basis.
- **Memorandum of understanding** – a more traditional term that has been used to capture high-level agreement between parties. It has a connotation of being more formal and doesn't have a particularly warm or relational feel to it. However, it effectively sets out areas of shared interest and joint activity without necessarily embracing everything that partnering implies.
- **Relational contract** – a hybrid agreement that includes elements of working together or partnering and a contract for specific services.
- **Partnership or partnering agreement** – reflects shared visions, processes and, frequently, roles and responsibilities for action and resourcing etc. As there may be significant implications of being in partnership with another agency, as noted in appendix 1, it may be preferable, and more accurate, to develop a partnering agreement. This latter term is more flexible and reflects a much wider range of collaborative arrangements.

There are also new types of agreements being developed in the social services arena. These include **integrated contracts**, a process by which some government agencies bring together a number of bilateral service contracts with individual community providers⁸ into one contract (or groups of contracts). This promotes better coordination between funding agencies and encourages closer working relationships between funders and community organisations. Ultimately, this leads to more effective use of resources to improve community wellbeing⁹ outcomes.

⁸ Community providers working under an integrated agreement/contract have to meet a number of criteria such as proven track record, robust governance structure, & strategic vision/mandate in place, meet government's quality assurance requirements, provide services funded by a number of government agencies for client groups with complex needs and want to participate. From: Funding for Outcomes - Integrated Agreements, what it means for Provider Agencies; Ministry of Social Development, September 2004.

⁹ Funding for Outcomes – Integrated Agreements, what it means for Funding Agencies; Ministry of Social Development, September 2004.

4.2 Which one, when

An agreement will and should reflect the history between agencies and “where you are at” in your relationship. For example, if the relationship between the parties is very new, discussions and commitments are likely to be at a high strategic level, with potential joint projects still some way from being defined. In cases such as these, a **charter** should be considered.

A charter generally is a short (frequently one page) document that acts as the umbrella or foundation document for a partnering arrangement. It usually includes the initial purpose and principles for working together, along with signatures of participating agencies and a date. It is important to include a date where a charter is seen as a foundation document. A date is an important historical marker and can also act as a helpful trigger point for review (See monitoring in section 5.1).

Parties that have been talking or working together longer are more likely to be clear on specific actions and to be thinking about a joint work programme that will lead them closer towards their shared goals. In contrast to the example above, this situation is more suited to a **memorandum of understanding** or **partnering agreement** (see section 5). These types of agreements are generally longer and more detailed, and frequently have some kind of a work programme attached.

An agreement could, of course, begin with a charter and move to a more detailed partnering agreement over time.

Given current interchangeable terminology issues noted earlier, it is not easy to identify a natural hierarchy of agreements. To guide any agreement selection some trigger points related to the agreement types described in 4.1 are noted below:

Agreement Type	Triggers	Comments
Charter/accord	<ul style="list-style-type: none"> Working together for the first time probably at the cooperation box in the partnering Continuum (see 1.2) at the start of the collaboration process & need a foundation document multiple parties involved still at a high level/strategic phase shared work programme or action plan not developed yet useful for capturing and catalysing good will and intent rather than action. 	<ul style="list-style-type: none"> Usually one page signing is symbolic, usually involves political/agency heads.
Communication agreement	<ul style="list-style-type: none"> Large organisations involved lots of missed or messy interactions currently Need to simplify/clarify who talks to who about what and when need for better dialogue and regular information sharing probably relates best to the information sharing box of partnering continuum – with the agreement “institutionalising” what is generally an informal process. 	<ul style="list-style-type: none"> Strong internal communications processes required to ensure success.

Agreement Type	Triggers	Comments
<i>Relational contract</i>	<ul style="list-style-type: none"> • Have specific services and funding that one party will deliver on behalf of the other • want to build or deepen relationships between parties over time • ready to explore potential common ground and opportunities for future collaboration between the parties. 	<ul style="list-style-type: none"> • Probably best relates to the cooperation box of partnering continuum (or possibly collaboration).
<i>Memorandum of understanding</i>	<ul style="list-style-type: none"> • Have clarity on the purpose for working together • have broad agreement on how you'll work together and what you'll do • want to keep the relationship fairly formal and clearly detail the expectations, tasks, processes etc • agreement may be quite lengthy to cover off all the details and to minimise risks. 	<ul style="list-style-type: none"> • Unlikely to include detail on background to the parties or their coming together • language generally quite formal and often legalistic • best relates to collaboration box of continuum.
<i>Partnering agreement</i>	<ul style="list-style-type: none"> • Genuine willingness to come together and work in partnering ways • broad agreement on shared vision and protocols for working, processes and mechanisms to support shared working • shared work programme or action plan easily identified. 	<ul style="list-style-type: none"> • Documentation of funding arrangements may sit separately to overarching partnering agreement • best relates to collaboration box of partnering continuum, possibly partnership box– depending on relationship between the parties.
<i>Integrated contracts</i>	<ul style="list-style-type: none"> • 3 year contracts based on jointly agreed common outcomes • multiple funders including local government can participate • an agreed monitoring framework that aligns reporting, audit and other monitoring tools • improved power balance between funders and the provider • a whole-of-government, collaborative contract management process that supports service improvements. 	<ul style="list-style-type: none"> • May involve the philanthropic funders in time • see section 6.7 below.

4.3 The Process of “doing”- negotiating what’s on paper

The process of putting an agreement together can sometimes make or break a partnering arrangement. There will always be a need to balance process and action as:

- some of the “how to” actually comes from doing things together
- the partners may need to quickly achieve things on the ground to demonstrate the benefits of partnering to themselves and/or to other key stakeholders eg. the community¹⁰
- agreement processes can get bogged down in the detail and take up huge amounts of time; as a result, people lose interest and sight of the vision that brought them together in the first place and may pull out
- partnering arrangements that are intentionally short term and focused on one off projects do not warrant weeks or months of agreement negotiation or word-smithing – given timeframes, the emphasis needs to be on action.

The process of preparing an agreement should be seen an opportunity to develop something new– something that uniquely reflects the partners involved. For this reason other or previous agreements should be seen as a baseline to build on rather than as models to copy.

4.4 Getting started

One option is to involve a neutral facilitator to guide the agreement development process. This allows all partners to meaningfully engage, rather than having to facilitate, think, and write all at the same time. Sometimes the facilitator will broker or undertake the preparation of the draft agreement.

For those developing their own agreement, look around at what’s been done before, firm up some headings that you’d like to see within your agreement and pull the various partners together around the whiteboard and brainstorm the content together. This collective approach may be the most effective, especially when only a few agencies are involved.

Another approach is to assign a lead agency responsibility for drafting up an agreement for others to look at and comment on. Given the many partnering arrangements that individual agencies are now engaged in, the “lead agency” role is becoming increasingly common. Doing everything in committee isn’t always the most efficient use of time. The proliferation of partnering processes has also meant some agencies have developed useful partnering skills and capacities. Usually, if the partnering agencies have worked together before, they will be more confident in nominating one agency to effectively work on their behalf and report back.

In these instances, it is important that face- to- face engagement still occurs so that relationships are developed and strengthened with different ways of organisational working clearly understood. This issue of “organisational culture” is a key one – an agreement alone will not change cultures. This issue will need to be consciously addressed through agreement implementation phases. Partnering structures and processes may need to be amended on an ongoing basis to more effectively support the partners to achieve their visions and goals.

¹⁰ In the case of Project Twin Streams in Waitakere City, initial community project funding enabled a visible community presence which was the key to growing understanding about how social, economic, environmental and cultural sustainability were linked and also secured buy-in to the project at the community level.

To reiterate, the lead agency role should not be treated lightly. To be successful, a lead agency, and more importantly its representative, must:

- be respected and trusted by those they are working with
- pay close attention to process ie. how things are done, be cognisant of the history between participating agencies and things that will likely work/not work
- be responsive and actively listen for underlying meaning and “red flags”
- respect the uniqueness of each arrangement and appreciate that process, time frames and content will likely be slightly different for each partnering agreement - start with a baseline but expect and be prepared for it to change
- clearly understand that lead agency does NOT mean dominating or decision making agency - partnering is not a top down process.

Once you have a draft agreement that representatives are happy with then sufficient time will need to be set aside for:

- review by individual participants for eg. whether the agreement reflects their agency’s aspirations for working together and audit, compliance processes etc.
- communication, consultation and discussion about the agreement within each agency eg. legal and financial checks
- determining an appropriate approval and signing up process by eg. Chief Executives at a special event, and an associated media plan.

5. *What's usually in a partnering agreement*

(Note: due to interchangeable terminology, content in this section also relates to relational contracts, MOUs, partnership agreements etc.)

What is included in a partnering agreement is up to the participating parties. There are no hard and fast rules. In some cases it may be better for a partnering agreement to focus on vision, principles and ways of working together and not attempt to address funding or resourcing issues. To include funding expectations at this stage may scare some potential partners away or create the perception that the underlying agenda is to secure funding, rather than to build or strengthen relationships. In other cases where funding is known, and the partnering arrangement is for a predetermined joint project or initiative, it may be useful to incorporate a reference to funding in a high level way, noting in a general sense, what the funding is to be directed towards.

Here are some key headings that should be considered for inclusion in a partnering agreement:

The parties

- Who is the agreement between?

Background to the agreement

- Brief description of relevant history in terms of:
 - problem, project, issue or opportunity you have been working on, or you want to work on, and any legislative context eg. Local Government Act 2002
 - what's happened to get you to this point? Also note any specific objectives or aspirations that each party has.

Shared vision and purpose

- What is it you want to do together eg. vision, purpose and goals from working together
- if you have them, also include lower level objectives - both current and future.

Principles or protocols for working together

- Acknowledge a commitment to working in a partnering way
- acknowledge the Treaty of Waitangi (if applicable)¹¹
- honesty, integrity, goodwill, good faith and open and early communication are essential

¹¹ For some discussion on partnering agreements from a Maori community perspective and when to include a Treaty clause see appendix 3, or for more detail see the Waitakere City Maori Community Research Report by Wayne Knox on <http://www.lpg.org.nz>

- depending on the scope of your partnering arrangement, some other common working principles to think about including/adapting are:
 - supporting each others' objectives where possible
 - working towards shared outcomes and having shared processes for reporting and compliance
 - working constructively and cooperatively to achieve outcomes, goals and objectives
 - recognising others' ways of working and obligations to their organisation and its wider stakeholders
 - encouraging quality and innovation
 - being flexible and willing to modify structures, processes, and projects to better meet visions, goals and outcomes sought
 - a commitment to supporting diversity and equality within the partnership
 - building capacity of all stakeholders to enable more effective participation around the decision making table
 - commitment to protecting and supporting other parties and their involvement (eg. could mean that central and local agencies are committed to making sure that the community or community organisations are involved and resourced to participate)
 - acknowledging and celebrating success and achievement.

Roles and responsibilities

- Include broad responsibilities of the parties and potential roles such as:
 - participant eg. active or passive
 - funder
 - research, knowledge, information, data etc
 - advice
 - brokering
 - advocacy
 - facilitation/coordination/liaison
 - networking
 - communications
 - marketing and promotion
 - administration
 - kaitiakitanga (guardianship/stewardship) role
 - fund holder
 - lead agency.
- detail on an annual work programme should be attached rather than included in the body of the agreement itself (see below).

Resourcing

- If appropriate,¹² and known in advance, include the overall amount of funding in the body of the agreement. It is generally more useful to include specific resourcing breakdowns on a project by project basis, alongside tasks and milestones in an attached work programme

¹² In some cases, it may be better to have a funding agreement that is separate to the main partnering agreement. The two of course will need to be related, but having a separation can assist parties to focus on developing their vision and goals for working together first rather than getting bogged down in financial details too early.

- in the main body of the agreement also consider some comments on:
 - what the funding is broadly intended to cover and;
 - what it's not intended to cover and any process for resourcing identified "extras" eg. ". . . submit a funding application to XX."
- Include non-financial resources being contributed by parties so that their contributions are also acknowledged eg. staff time, phones, administration support, data, meeting rooms etc.

Processes for managing the partnering arrangement

- **Structures and governance:** note any special arrangements to support the partnering arrangements. For example, how will the tension around the differences in political decision making processes be addressed? In the case of local government, there are legislative obligations for public transparency and general disclosure of information before Council decisions are made. Cabinet protocol allows decisions to be announced but not necessarily the processes involved to arrive at those decisions. This can put central and local government officials at odds and should be dealt with early in any central/local partnering process.
- **Communications and media:** including processes, spokespeople, use of logos, branding and ways to ensure the principle of "no surprises" is upheld etc.
- **Ownership of information and intellectual property:** including
 - how you recognise what exists now
 - how new information/property will be managed, owned or commercialised
 - how you will approach cultural intellectual property.¹³
- **Contact points:** identify key people with responsibility for management of the relationship on behalf of each agency. Where large organisations are involved it's also useful to document, as an attachment, key contacts within each organisation and a process for liaison at more operational levels.¹⁴

Processes to guide what happens

- **Issues resolution:** include a commitment to address any issues or problems at an early stage by:
 - adhering to partnering principles within the partnering agreement
 - meeting on a regular (eg. 6 monthly or annual) basis
 - observing communications and issues resolution protocols within the agreement
 - utilising specialist mediation services if all else fails.
- **Reporting and performance:** some written output and outcome based reporting that goes back to various funding agencies will generally be required. Partnering outcomes are also strengthened by including some of the following relational tools:
 - having funders attend a joint meeting to monitor/review progress
 - holding stakeholder forums to discuss, reflect and report on progress
 - producing a simple annual summary of progress that can be widely distributed to interested parties.

¹³ Note: where interaction/partnering extends to Maori (or other cultural) organisations, consideration of intellectual property is important. Processes or protocols may need to be developed whereby cultural rights and ownership of knowledge are acknowledged and/or protected. See appendix 4 for more.

¹⁴ For example, in its Memorandum of Understanding with Police, Waitakere City Council has identified a number of different levels/areas where interaction is desirable and developed timeframes/processes for engagement (attached at appendix 5)

- **Evaluation and review:** it's important to include a timeframe and process for reviewing the agreement in terms of visions, actions and relational aspirations eg. how the partnering arrangement is working, effectiveness of principles, processes, structures etc.
- **Termination of agreement:** it may be seen as a 'negative' to include dissolution clauses, but some funders may require them. Also consider including:
 - a process for reporting breaches of agreement
 - a process for termination and what should happen next eg. for return of monies
 - including a "sunset" clause (final date) to formally prompt review of the partnering arrangements and the agreement itself.

Health and safety

- Legal obligations should be noted, especially with regard to employees working on behalf of the partners.

Signatories and date

- Consider who in each organisation should sign in order to bring maximum gain to the agreement process. Generally speaking, signatories should be at the highest possible level within each organisation eg. Chief Executive or Mayoral/Minister.

5.1 Develop and attach an associated work programme

Joint projects and tasks that will contribute to achieving the partners' shared vision should be incorporated in an annual work programme. It's often the case that the work programme is developed well after the partnership agreement has been signed. The key point is that there is a work programme. Without a task orientated action plan it's frequently the case that nothing tangible results from a partnering agreement.

If it has been developed at the same time as the agreement, include the work programme in a schedule or appendix to the main agreement. The work programme should be kept as simple as possible, noting relevant:

- tasks
- roles and responsibilities
- stakeholders
- milestones
- timeframes
- funding sources
- key contacts.

5.2 Partner and fund holder challenges

As new groups of agencies come together it is often the case that one of the partnering agencies is often appointed as the "fund holder". This is generally the case where there is no existing or established joint structure to handle project monies.

For the fund-holding agency, this role has considerable implications. The challenges noted below will need to be explored in more depth so that effective ways to minimise fund holder tensions can be found. Key issues identified to date include¹⁵:

¹⁵ Adapted from Craig & Courtney (2004) - Potential of Partnerships; page 85

- Significantly increased risk by being accountable for outcomes without being in control of decision making processes, expenditure, or actual service delivery. The fund holder is generally just one of many partners round the decision making table. Other partners, or sub contractors, may in fact be the direct deliverers of services or projects.
- Potentially substantial agreement establishment and administration costs that may or may not be compensated for within the agreement framework – in many cases these costs are not covered. Key tasks here include contract preparation and negotiation, legal advice, fulfilling reporting requirements, budget management and review, financial administration such as approval and payment of accounts etc.
- Being expected to indemnify the Crown for any losses or risks associated with the partnership.
- Becoming an intermediary between the funder and the partners to the project.
- Impact on relationships with the funder should the partnership be terminated or the accountabilities for funding for specific programmes or projects not be able to be met. It is often the case that partnership projects have moving timeframes and changes of direction – often for very good and fully mandated reasons. However the need to accommodate changes of direction and timing are not always appreciated by some contract managers who sit at arms length from the partnering table. This means the fund holder often has to ‘wear the flak’ and spend considerable time resolving contract issues or disputes.
- Aligning the contracting requirements of your individual organisation with those of the partnering arrangement and the funder.
- Taking on employment roles for contractors or coordinators needed to support the partnership, with associated health and safety and employment risks and responsibilities.
- Taking on funds and the responsibilities of the fund holder role before the relationships between the parties and work programmes are fully established.

5.3 Relationship between partners and subcontractors

It’s not always the case that partners do the doing together – in fact, it’s neither practical nor the best way of getting things done. In some instances, one of the partners may be given responsibility for certain actions or a third party may be subcontracted.

In both instances, strategic direction from the partners (or their governance body) should be given on what is done and how it’s done. Allow an opportunity for early shared discussion on the broad scope of the task or project and any special elements that need to be incorporated in the contracted action plan eg. linkages with other projects or partners, identification of key contacts, emerging funding opportunities etc.

Subcontractors roles and relationships with the umbrella partners’ group, and the principles of the base agreement, should be referenced in any resulting contract or agreement with any special reporting requirements, or ways of working, noted. Where a subcontractor is expected to operate under the principles and protocols developed by the partners, talk this through to ensure they understand what this means in practice. Problems down the track can be avoided by making all expectations explicit. Take the time to make sure that partners, lead agencies, fund holders and subcontractors are all talking and working from the same page.

5.4 Monitoring partnering agreements

The issue of monitoring and measuring performance against the partnering agreement is critical to the achievement of goals. This is especially so with relationships and partnering arrangements

that do not involve financial commitments or obligations. For example, accords around host responsibility and alcohol safety that have included and conducted regular reporting processes have ensured ongoing support and participation from participating agencies.

Agreements are not end points in themselves – the proof is in the action that follows. The process of reviewing the agreement is equally important as it can be an important catalyst for conscious thinking about:

- whether the vision you're working to is the right one
- what has been achieved and why
- whether individual aspirations of the parties/the collective are being realised
- whether the structures and processes to support the partnering arrangement are actually working
- whether the stated values and principles for interagency working are being followed
- what's changed since the agreement was written eg: what else needs to be included or amended.

Agreements should be regularly reviewed, either formally or informally and, generally, on an annual basis. It may be helpful to include a more frequently occurring agenda item that provides an opportunity to discuss how the relationship is working in practice and any modifications that may be needed.

A more substantial annual review could take the form of a third party independent report or it could be as simple as a reflective chat or a whiteboard brainstorm among the partners. A more formal written report or check against planned and actual activity and outcomes is also helpful. The process of review acts as an excuse to get together and renew relationships, as well as remind agencies of what's been committed to and why. This can be reaffirming and empowering for those doing the day-to-day interagency working – assuming of course that results from the review are largely positive.

In summary, the partners need to make sure they are reviewing themselves in terms of expected deliverables and the working effectiveness of partnership. In this way, process and relational gains will be captured alongside more task orientated measures.

An action plan that addresses the issues/opportunities raised in the review should also be prepared.

5.5 Is a partnering agreement legally enforceable?

Partnering agreements are usually legal documents. They are a form of contract. If there is written intent to do something or act in a particular way then the agreement is generally legally enforceable. This is especially so if there is funding involved.

In practice, many lawyers still feel uncomfortable with the open and flexible nature of partnering agreements. Lawyers may require an out clause to be included before they will sign off an agreement on behalf of their agency. An example of this is:

"This Agreement is not legally binding and does not create legal relations between the parties, but the parties have a mutual interest in the purpose and principles of this Agreement".

In the spirit of partnering, inclusion of such clauses seems to defeat the purpose of preparing an agreement. In the short term, these clauses are likely to be unavoidable. However, as

partnering practices become better accepted and more mainstream, the validity of including these kinds of clauses will need to be increasingly challenged and changed.

5.6 The complete package

Having an agreement does not guarantee action. Similarly, it's not as simple as "any old agreement will do". What makes a difference is investing time and effort into:

- the process of developing an agreement
- getting the framework and wording right
- making sure an action plan is developed
- getting together to review performance against objectives and expectations.

Together, these four tasks make up the complete agreement package. Leaving out or ignoring any one of these four components is likely to have a negative impact on results.

6. Experiences to date and ways forward

While there are many bilateral and multiparty agreements in existence between a range of agencies, generally speaking, agreements which are truly partnering based are still relatively rare. This reflects the fact that partnering is still very much in its infancy in New Zealand.

What follows are some reflections on current issues facing those undertaking multiparty partnering agreements. They will all need to be addressed if outcomes from partnering are to be fully realised.

6.1 Effective relationships - a critical deliverable

Year one of most new partnering arrangements is about relationship building and developing the foundations to support the partners to achieve their visions and goals. Participating partners and particularly funding agencies, need to realise that time is needed to develop a common language, create joint understandings and identify synergies and opportunities. This is especially important where new ground is being broken, such as building social goals into environmental agencies or vice versa. That's not to say that practical projects, outputs and outcomes cannot be achieved in the first year. Demonstrating success is important and getting some smaller "go now" projects happening can be vital. However, these kinds of visible and tangible project type outputs should only be seen as part of the work programme and not the sole basis on which success and achievement is judged.

Into the future: goals should be built into partnering agreements that are about purposeful or meaningful relationships with sufficient time being allocated and funded to allow this to happen.

In the early stages a significant investment in relationship building is required. This generally comes in the form of staff time (ie. agency representatives sitting at the partnering table) and, where appropriate, a partnership coordinator or project manager whose role also extends to building and or brokering relationships outside of the immediate partners. In subsequent years time for relationship maintenance and development should also be programmed and funded.

6.2 Silo accountabilities at the expense of joined up outcomes

The Public Sector Finance Act has been frequently cited as the main reason why central government agencies cannot join up. Over-riding accountabilities back to individual Ministers are usually cited as the reason¹⁶. But joining up between agencies, sectors and across localities can and is happening.

¹⁶ Treasury's *Guidelines for Contracting with NGOs* identifies 'best practice' and dispels many myths about what is possible under the Act.

A key issue is that of consistency. There are a variety of different approaches to joining up across and within departments, sectors and levels of government. Some of the opportunities for improved practice include:

- the development of a framework of cross-departmental outcomes to stimulate, prioritise and guide interagency partnering
- the potential to develop explicit expectations around interagency effectiveness within Performance Agreements for government agency leaders
- the need to explore more consistency around decision-making and resource allocation capacity at the levels most appropriate for acting on Community Outcomes
- the opportunity to explore more consistent approaches towards funding for collaboration around outcomes, rather than narrow and specific project based outputs, as indicated by the State Services Commissions work around “Managing for Outcomes.” There is still some variability among government agencies, and continuing education and support to the public service to embrace and innovate around “Managing for Outcomes” will be important.

Treasury and the State Services Commission (SSC) are clear that outcomes as well as outputs are important and Cabinet also intends that central agencies play a pivotal role in collaboration and co-ordination between government agencies. Where there is clear partnering intent and shared visions/outcomes are being worked to, negotiated relationship documentation, contracting, compliance and auditing processes should be accepted as the rule rather than the exception.

Into the future: to assist departments in working across silos, cross-departmental outcomes need to be identified and clearly articulated by Chief Executives. It’s also important that the expected operational impacts of cross-departmental outcomes are documented so that “joining” doesn’t end at the outcomes eg. show how outcomes will translate into joint action and work programmes and how performance will be managed.

Considerable time and effort should also be invested in workforce development so that the capability of organisations to work in interagency ways is better supported. More meaningful integration among agencies working at the local level will require:

- a greater understanding of what partnering means and how core business processes may need to be done differently
- greater support within agencies to assist those working in local partnering processes, eg:
 - assigning partnering brokers within each agency who can be called on to advise and assist those involved in partnering at local levels, especially to those who have never worked in partnering situations before
 - assigning cross government partnering brokers who can actively work across agencies to facilitate participation or, conversely, represent a number of agencies at locally or regionally based partnering tables. This may be an extension of the current role of the Department of Internal Affairs Local/Central Interface team or it could be an entirely new role
 - proactively developing and mainstreaming interagency best practice in partnering as it emerges eg. promoting terminology, standards, and processes that are acceptable across government agencies
 - developing cross sector training programmes that share and promote best national and international practice in interagency partnering.
- backing up imperatives to work in a partnering way which are now in many job descriptions with incentives to encourage better performance and results, for example:

- including relationship outcomes and outputs in staff performance management systems
- evaluating effectiveness of staff partnering performance, and identifying barriers or blockages to partnering that management will commit to addressing and reporting back on
- use of third party feedback in staff performance reviews
- rewards for those leading by example.

6.3 Over emphasis on risk management and centralised compliance

Risk management is a critical aspect of government activity at both central and local government levels. However partnering, which is by nature more risky, means that traditional risk elimination approaches may need to be reviewed. With partnering being relatively new effective systems, processes and mechanisms to monitor performance and evaluate success are still being developed. What is clear is that traditional, very top down, very risk averse compliance systems are inappropriate for partnering processes.

Local partnering arrangements are rarely one size fits all models, with local/regional context, history and outcomes needing to be key drivers of the arrangements that evolve. Despite this, many contracting regimes, within both central and local government, are slow to recognise new collaborative ways of working and adjust their systems and processes to accept innovation and experimentation at the local level. Personnel involved at all levels need to be appropriately supported and re-trained if necessary.

For partnering to work, balance between risk minimisation and flexibility is needed. This needs to be better recognised at both management **and** political levels.

Into the future: funding community wellbeing outcomes and having many agencies working together should be seen as a positive for risk management at the local level. In effect, there are many eyes overseeing whether or not funding is being effectively utilised, along with a more informed understanding of how various outputs and funding streams are working together to achieve local outcomes. In addition, within partnering processes, success or failure is more complicated than whether or not outputs have been met within stated timeframes. There may be good, mutually agreed reasons, why the “what” and “when” are changed along the way. What is important is having any changes well documented, and the audit trail complete.

6.4 Decentralisation tensions

To some degree, the levels of discretionary authority required to support partnering have not yet settled in the right places. It seems the higher up that things are centralised, the more risk averse, or legally prescriptive, contract based projects seem to be, the original relational or collaborative basis for working often seem to get lost on the way.

Authorisers of partnering arrangements and those who implement them are not always the same people. Sometimes, if individuals haven’t been involved with in- putting to the partnering agreement directly, they may be less willing to subscribe to its principles or to understand the implications of what it means for the way the agreement is managed, implemented and monitored.

Into the future: greater attention needs to be paid to internal agency communication channels, processes and feedback loops to ensure a greater alignment of partnering expectations and activity within each agency.

6.5 Tension between collaboration and competitive tendering

Many central government agencies are actively encouraging provider groups to work together to achieve new or different combinations of services. In many cases the process of competitively tendering contracts¹⁷ may not be the best way of achieving desired results. The fact that competitive tendering processes are frequently characterised by short and often inflexible timeframes is problematic as it makes it extremely difficult for organisations to come together and develop successful integrated service proposals. Also, when one tender is chosen over another, the results can have adverse consequences at the local level in terms of lost productivity and enthusiasm for collaboration within the sector.

There are also examples that can be cited at a local government level. Council procurement guidelines generally require an open tender process above a few thousand dollars of expenditure. However, when working on a locality basis and looking for new community based organisations or groups of organisations to take on project work or contracts, there is sometimes the need to build relationships and support these organisations (eg. with health and safety knowledge, business planning or better governance structures etc) before they are in the position to take on a council contract¹⁸. This can get tricky when the proposal they have been helped with to prepare has to then be put through a public tendering process. This in essence undervalues the relationship you have built and can impede the trust that is growing between you. Needless to say, it will likely be a “relationship killer” if the organisation is not successful in the tendering process.

Into the future: If it is believed that a range of service providers working together will likely produce better outcomes than one provider alone, or where no single provider exists who can do the job required, collaborative processes should be proactively developed. However, in these situations, competitive tendering methods should be actively discouraged. Priority should instead be given to identifying agencies that could potentially offer the services or skills required. Funders could then proactively invest in processes which enable these agencies to come together to develop new partnering arrangements or assist in building organisational capability building, if and where required. Through this alternative method processes could also be added to ensure that requirements for best value, public accountability, and confidence in delivery are also met.

Purposeful collaboration capacity building will be essential to increase the range and scope of partnering activity at the local level, especially where over-worked and often very stretched community based organisations are involved.

6.6 Adding communities to the mix

An interagency partnering arrangement, that involves community, will likely require some degree of capacity building or special resourcing to enable effective community participation in the agreement development process and later implementation phase. It should not be assumed that community agencies will automatically have the capacity or resourcing to interact with a new partnership or partnering opportunity or have the same background as government organisations in dealing with a detailed collaborative agreement process. Similarly, more government agencies round the table can sometimes inadvertently result in less time for community agencies and their agendas. Government agencies actively involving communities in shared partnering processes need to be cognisant of these issues and plan accordingly.

Into the future: Ensure that partnering agreements are put together using plain English and that resources to support more equal participation and build capacity are included in overall

¹⁷ Note: sometimes this is a politically or legislatively dictated process and not in an individual government agency's direct control.

¹⁸ It's often the case that with new community organisations or activities, support and/or capacity building is also required once the contract is in place to ensure longer term viability and success.

budgets¹⁹. Making extra resources available upfront in the agreement development process can make a significant difference in addressing the natural power “imbalance” that exists between Government and community. It also shows that Government is committed to investing in a long term meaningful relationships and that the contribution of the community sector organisations is truly valued. In practical terms, extra upfront resourcing mean that trust, relationships and partnering processes can build much faster.

6.7 Managing for community outcomes

The recent Ministry of Social Development led “Funding for Outcomes” pilots²⁰ have resulted in a number of integrated agreements, or clusters of agreements, being developed between a range of government funders and community providers. Tools and templates to guide the development of integrated contracts have been developed as part of the project. Although the formal evaluation of the initiative will not be completed until later this year, early anecdotal learnings suggest it has been a useful process for:

- bringing funders together to better understand the agencies they are funding and how their particular funding streams can work together to better meet the needs of communities, families and individuals
- developing “stripped down” processes for contracting, reporting and compliance ie. agencies having shared, rather than individual, processes for contract preparation and a shared, rather than individual set of performance measures, compliance and audit processes
- negotiating and agreeing on joint outcomes and integration of services to a greater or lesser degree depending on their purpose²¹.

This is a significant breakthrough for the state sector. What this process has shown is that, with some hard work and a commitment to doing things differently from all sides, a more coordinated and integrated contract process involving a number of government agencies is achievable.

There is huge potential for this basic principle to be applied not just to broader government funding models and but also to the next phase of local community outcomes processes where joint local action will be required to achieve local community wellbeing goals and visions. Hopefully this concept can be picked up and explored by Ministry of Social Development officials as they consider how the learnings and tool kits that have been developed within the Funding for Outcomes pilots can be more widely applied across sectors and types of interagency working.

Into the future: working towards a particular community outcome can be the catalyst around which various funders could come together and work in partnering ways. Where there is close alignment of government and community outcomes an integrated agreement process, adapted from the Funding for Outcomes pilot projects, could be followed by participating agencies. In this regard, upcoming localised planning and action phases around the country could be a useful vehicle through which best practice principles and processes from the Funding for Outcomes work could be transferred and extended.

There is need for ensuring central government agencies prioritisation and resourcing of specific local outcomes where there is commonality between central government agency key performance indicators and community outcomes. One option could be some proactive and practical thinking, by both central and local government, on how interagency projects stemming from community outcomes could be made more visible, and actively demonstrate local-central partnering approaches eg. new public co-branding of community outcome related projects.

¹⁹ For helpful advice on working with the community and voluntary sector see www.goodpracticeparticipate.govt.nz

²⁰ For more detail and local contacts see Ministry of Social Development – Funding for Outcomes on <http://www.msd.govt.nz>

²¹ Within the integrated contract process, each funder retains financial accountability.

7. Final reflections

Ultimately, successful partnering agreements hinge on getting the following elements right:

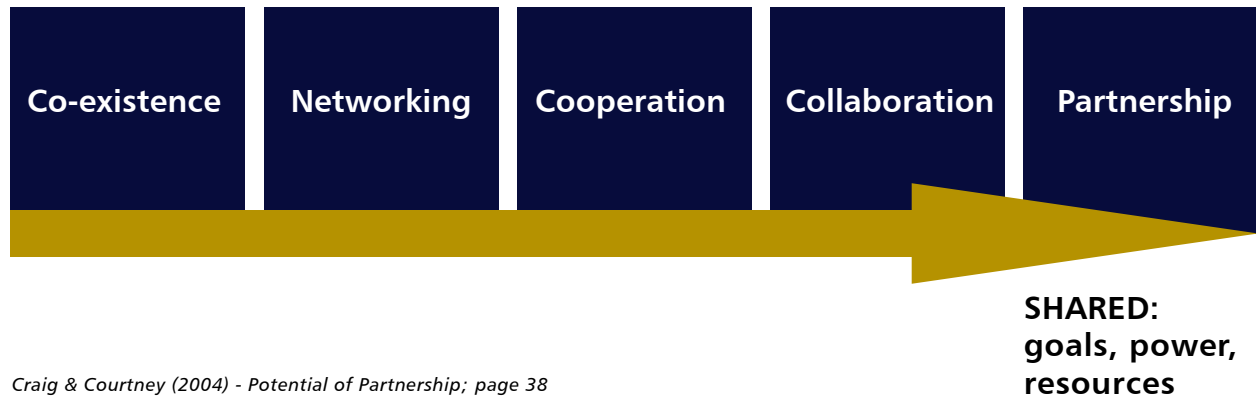
- **Purpose** - there is little point in developing and signing a partnering agreement just for the sake of it. Be clear about what the agreement process will practically lead to and what is hoped to gain in return.
- **Defining tasks and actions** – an agreement or understanding is fine, but what will actually happen when it's been signed and by who? Agreements that don't consider this important aspect will only ever have a ceremonial function. Assignment of tasks, responsibilities, contact points, and timeframes to review progress, are essential to making processes happen.
- **Timeframes** – be realistic and leave plenty of time to undertake the agreement process. Build in sufficient time for those participating to comment and seek feedback from others. It's worth taking the extra time to get it right.
- **Process** – don't be tempted to do everything by email or just cut and paste off old documents. Build in face-to-face meetings that encourage shared discussion, creativity and good ideas to be collectively developed and owned. People and relationships are just as important as the signed piece of paper.
- **Internal communication** – make sure to identify and involve all those in your organisation that will be interested in the agreement or will likely be involved in long-term relationships or projects with participating agencies. Different parts of organisations need to have practical opportunities to influence the agreement. This will ensure that the agreement is "owned", understood and implemented by organisations –not just individuals.

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Appendix 1

Partnering continuum



Craig & Courtney (2004) - Potential of Partnership; page 38

What are the key ingredients of.....

Co-Existence

- Know about each other but don't need to come together
- no direct relationships with other agencies
- no dependency or need to collaborate.

Networking

- Informal discussions
- information sharing is the basis
- no formal collective agreement on visions, tasks etc
- lower level of co-operation
- not about shared decision making
- establishing and maintaining relationships
- about knowing and understanding who's doing what.

Cooperation

- lower level of collaboration
- no fixed term long term relationship implied
- acknowledgement of common issues/interests/agendas
- may involve helping another organisation to achieve their project/task etc
- may involve documentation such as a Memorandum of Understanding (MOU) that notes what will be worked on together
- no ongoing or formal commitment to each other.

Collaboration

- Has trust implicit
- is based on negotiated and agreed actions
- don't have to share same base values but have an agreed set of principles for working together
- has shared decision making
- means giving up some things (ie. power and control)
- provides an opportunity to add value to others as well as yourself
- sometimes documentation is prepared to support different types of collaborative effort.

Partnership

- Emotional/spiritual awareness of each other; that is, involves hearts, minds, passion
- work from an agreed shared values base e.g. trust, honesty, openness etc
- sharing:
 - risks & rewards
 - resources
 - accountability
 - visions and ideas
 - decision making
- has a degree of formality and two/multi way contractual and relational obligations
- processes, systems and mechanisms are developed to support the partnership, e.g. structures contracts, principles and visions, plans, conflict resolution etc
- about shared power but not 50/50 notion of equality
- about the way things are done rather than the evenness (or not!) of power, control and resources
- resourcing/contributions about equitable rather than equal contributions; they may be in kind as well as monetary.

Taken from Craig and Courtney 2004 - "The Potential of Partnership"; pages 38-9

Appendix 2

“Mechanics” of the Waitakere Intersector Group

July 1999

The following summarises the decisions made by the group:

Meetings

- to be held quarterly.
- chair to have the flexibility to organise sub groups that meet in between and report back as required.
- chair should be Waitakere City Council as the group is about locality issues and planning.
- any information going to government should come from Waitakere City Council not the actual intersector group. The group itself is not about exposing central government agencies.
- relevant issues from Auckland TLA Chief Executives and Mayoral Forums should be fed back to the group.

Focus and Outcomes Sought from the Intersector Group

- Group is not about decision making, the purchase agreements departments have with Ministers are acknowledged.
- group is about sharing information that could lead to better policy, planning and decision making for both central and local government.
- group can provide feedback on each other’s information systems, structures and relevant organisational issues
- look to find synergies and opportunities to work more closely together at a local level. Likely to come by understanding each other’s strategic plans and objectives - it’s acknowledged that all agencies now have intersector goals in their performance objectives
- group is an opportunity to role model partnership approaches.
- group is a chance to hear about citywide issues and concerns and to discuss impacts of where “rubber hits the road” (thanks Ollie!)

Overall – aim to increase the flow and quality of information to enhance strategic planning for Waitakere City.

Appendix 3

Partnering Agreements From A Maori Community Perspective

(For more detailed discussion see the Waitakere Maori Community Partnerships report on www.lpg.org.nz)

Partnership agreements are an important tool in the partnering process for Maori and are increasingly being used by Maori organisations.

Notions of partnership are very different between Maori and non-Maori. Hence the first step in relationship building between Maori and non-Maori organisations should be discussion and negotiation. The importance of investing in relationship building with Maori prior to any formalisation of partnership was strongly emphasized by Maori, with relationships seen as the glue to holding partnerships together. Taking the time to get things right will help give meaning to any documentation that is developed and will hopefully prevent any gaps arising between strategic direction and implementation, or between decision makers and field workers, for example.

The process of developing a partnering framework involving Maori should be guided by tikanga, with areas requiring a culturally appropriate framework led by Maori – as over the long term, this will help lead to a closer partnering relationship with less risk.

Special recognition and respect will also need to be shown in terms of intellectual property surrounding Maori terminology, concepts and belief systems. There is an increasing need to recognise Tikanga Maori and whakawhanaungatanga (nurturing, caring, protecting, guiding, supporting) within partnering situations – especially those which are community based. Direction on defining, incorporating and implementing tikanga needs to come from participating Maori organisations themselves. It's important NOT to just put Maori terminology directly into partnering documents or processes without mutual agreement from both sides as to what is actually meant or implied. Expectations around the use and meaning of language need to be shared.

When it comes to the inclusion of the Treaty in a partnering agreement, it was recommended that this should be done on a case by case basis, with Maori research participants advising that Treaty clauses should only be used after a clear understanding of the Treaty and its implications are established by all parties. It was noted that agreements can include provision to develop Treaty policies and procedures within the agreement framework, with acknowledgement that the detail will be more fully explored at a later stage – it all doesn't have to be wrapped up within the initial partnering agreement.

Maori partners also felt that it was important that consideration be given to the incorporation of Maori specific measures (both outcome and outputs) ie. measures that are developed with an understanding of Maori values and practices, for example: improvements in an individual's physical or mental health can also have positive effects on whānau wellbeing.

From a Maori perspective, consideration of timeframes and the duration of relationship/partnership were also seen key and often overlooked. Maori partners with Councils and government agencies are potentially subject to three yearly changes in political structures and associated policy frameworks. It

is suggested that the implications of this reality on the partnership should be discussed in advance in order to explore ways to “protect” relationships over the long term and reduce the perception of ever shifting goalposts. By having a partnership/relationship that endures irrespective of policy and funding shifts it allows communities to plan with certainty and more efficiently build their capacity.

Taken From: Craig and Courtney 2004 - “The Potential for Partnership”; pages 83-4

Appendix 4

Protecting Cultural Intellectual Property

In some cases, culturally based agencies and organisations may be reluctant to participate, contribute, share their knowledge with other organisations for fear of losing control or having ownership taken over by others.

The *Mataatua declaration of 1992*, includes a useful clause which is seen to acknowledge and protect rights of indigenous people and may be helpful for those working with culturally based organisations.

Article 29

“Indigenous peoples are entitled to the recognition of the full ownership, control and protection of their cultural and intellectual property. They have the right to special measures to control, develop and protect their sciences, resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literature, designs and visual and performing arts.”

Appendix 5

From the Memorandum of Understanding between Waitakere City Council and Waitakere North Shore Police – 2005

Police	Council	Purpose	Frequency
District Commander	Mayor, CEO	General briefing, planning, organisational and resource issues.	3 times per year
Area Commander	City Council	Report on Police performance, crime/safety issues and trends.	Annual
Community Constable, Community Liaison	Community Boards	In attendance to hear and respond to matters arising; Report on Police performance and crime/safety issues and trends	As required Annual
District Commander/ Area Commander, Police Development Manager	Chief Executive	LTCCP, Annual Business Plans, including renewal of MOU	Annual
Area Commander, Operations Manager, Community Relations	Manager, Safe Waitakere Crime Prevention Projects Leader	Crime Prevention Reference Group: Advise on community crime reduction strategies	Quarterly
Area Commander Injury Prevention Planning Programme Manager	Safe Waitakere	Trauma Reference Group	As determined by the Group
Operational Staff	Crime Prevention Projects Leader Operational Managers	Planning and implementation of crime reduction activities	As required

Cover photographs

Top: Signing of the Memorandum of Understanding between the then newly formed Waitakere Ethnic Board and the Waitakere City Council – Dec 2004

Centre: Signing of the Charter of Inclusion in 2005 – L to R: Everdina Fuli, Waitemata District Health Board; Carolynne Stone, Deputy Mayor, Waitakere City Council; Maureen Wood, Culture of Inclusion Working Group.

Bottom: Recommitment to the World Health Organisation – Safe City Charter by key “Safe Waitakere” stakeholders in 2004 (the original signing was in 1999).