

PARTNERSHIP AGREEMENT
MONIFIETH AREA PARTNERSHIP

1.

INTRODUCTION

Monifieth and the surrounding rural area is faced with a number of challenges to maximise its potential for residents and visitors alike. The centre of Monifieth provides services and facilities for the town and wider rural area, while the rural area offers a variety of recreational and cultural activities. There are many challenges that could benefit from a joined up approach. These include the state of the centre of Monifieth, housing developments in the area, the lack of useable open space to serve the local community, the need for improved community facilities including a community hall and access to a swimming pool, improvements to the web site for the area, and the provision of facilities for young people. Many of the public, private and community partners involved in the well being of Monifieth and area are committed to developing a new economically, environmentally and socially viable future for the Monifieth area. Difficulties however remain in terms of the need to make the Monifieth area a more vibrant place.

There are many bodies who have an interest in the regeneration of the Monifieth area both locally and across the public sector.

Experience elsewhere suggests that the collective expertise of interested parties can best be harnessed, if those interested commit themselves to working in partnership.

Partnerships do not however in themselves remove the financial, political and legal restrictions and difficulties that all the various partners need to deal with. It does however provide the focus whereby solutions to some of these problems can be addressed. The remainder of this paper therefore concentrates on the development of a partnership agreement which it is hoped that all partners would be prepared to sign onto.

2.

STRATEGIC OBJECTIVES

The Monifieth Area Partnership aims to implement a series of projects.

The overall objective of the Partnership is to encourage representatives of both the public and private sector to act together to develop the economic, social and environmental potential of the Monifieth area.

The Partnership's focus and activities therefore will be on a market-led approach to meeting the needs and aspirations of the local community and visitor.

The Partnership's specific objectives therefore will include:-

- (i) the development of a vibrant heritage, cultural and visitor economy within the Monifieth area,
- (ii) encourage the development of a retail environment which attracts visitors as well as meeting local needs,
- (iii) develop activities and premises within the Monifieth area which will complement the work being undertaken by existing attractions,
- (iv) protect and enhance the Monifieth area as an attractive, vibrant and safe place to live and work,
- (v) promote community spirit in Monifieth to both existing and new residents in the area,
- (vi) to complement the above objectives, seek to improve transport links with the landward area.

3. **COMMITMENT TO PARTNERSHIP**

All members of the Partnership will seek to achieve the collective objectives by means of open, effective and efficient partnership work.

4. **TITLE**

The Partnership shall be called the Monifieth Area Partnership (MAP).

5. **OBJECTS AND POWERS**

The objects of the Partnership are to encourage representatives of both the private, voluntary and community organisations, and public sector, to act together to develop the economic, social and environmental potential of the Monifieth area. The Partnership will have a specific remit to promote activity which will improve the business, social and environmental climate and promote Monifieth as one which meets the local shopping needs of the local community, at the same time as attracting visitors to the Monifieth area. The Partnership shall have the right to promote all activities that are either incidental or conducive to the continuance of the development of the above objectives.

The Partnership should have powers to raise funds, employ staff, deal with property etc. The Partnership will operate in the main on the basis that most activity will be undertaken by members of the Partnership on behalf of the Partnership.

6. **MEMBERSHIP**

Whilst recognising that some organisations in the Partnership will have statutory duties and powers and potential resources to bring to the partnership meeting, each partner organisation will have equal rights in the Partnership.

All public sector agencies will have a right to become members of the Partnership. All bona fide community organisations or businesses will also have the right to become members of the Partnership. In the event of any dispute regarding the bona fides of any organisation then the members of the Partnership have the right to decide.

The Partnership may invite individuals to participate in the work of the Partnership for their expertise.

7. **MEETINGS**

(i) **Annual Meeting**

An Annual Meeting of the Partnership shall be held not later than the 31st August in each year unless otherwise decided by the Partnership. The Secretary shall call the Meeting of the Partnership by intimation to all members giving not less than twenty one days' notice in writing which notice shall also specify the place, day and time of the meeting and the business agenda of the meeting.

(ii) **Special General Meeting**

A Special General Meeting may be convened at any time on a resolution of the Partnership, or on the instructions of the Chairman and Vice Chairman or the Secretary or on a requisition to the Secretary of the Partnership signed by not less than 50% of the Members. On receipt of such resolution, instruction or requisition the Secretary shall within one week of the date of receipt issue a notice calling a Special General Meeting to be held not later than one month from the receipt of the resolution, instruction or requisition and giving full particulars of the purpose for which the meeting is being called. At least seven days' clear notice of any such Special General Meeting must be given.

(iii) **General Meetings**

All Meetings other than Annual General Meetings and Special General Meetings shall be called General Meetings. Notice of such a meeting shall be given at least seven days prior to the date on which the meeting is to be held and the notice shall specify the purpose of the meeting.

General Meetings shall take place at least on a monthly basis and the business to be discussed shall be agreed in advance by the Office Bearers.

(iv) **Quorum**

At any Annual General Meeting, Special General Meeting or General Meeting of the Partnership, 5 members present shall form a quorum. In the event of a quorum not being present the meeting shall be adjourned to a later date determined by the Secretary when those present shall form a quorum.

(v) **Chairman**

At any Meeting of the Partnership the Chairman whom failing the Vice Chairman or if both are absent, a Chairman chosen by the meeting shall preside.

8. **ENTITLEMENT TO PARTICIPATE**

All member organisations shall be entitled to receive notice, to attend, and take part in discussions at General Meetings and to have one vote not withstanding the number of representatives they may send to a meeting.

9. **OFFICE BEARERS**

The Office Bearers of the Partnership shall consist of a Chairman, Vice Chairman, Secretary and Treasurer. One person may fill the post of Secretary and Treasurer.

The election of the Office Bearers of the Partnership will take place at the Annual General Meeting of the Partnership.

The Chairman and Vice Chairman shall be drawn from the membership of the Partnership and shall be elected to office for one year but shall be eligible for re-election at the Annual General Meeting for a maximum period to be determined at the Annual General Meeting.

The Secretary could be an individual nominated by Angus Council.

Should any vacancy occur prior to an Annual General Meeting, the vacancy may be filled at a General Meeting with any person so appointed retaining office until the next Annual General Meeting when the person shall be eligible for re-election.

Office Bearers shall require to be nominated for office by two Members of the Partnership. Where more than one person is nominated for a particular post, voting shall be by ballot or by a show of hands, the method of voting being determined by the Partnership or by the Chairman of the Meeting.

Any Office Bearers' post may be declared vacant if the said Office Bearer has suffered death, illness or has failed to attend three consecutive meetings or failed to attend meetings for a six month period, whichever is the longer.

10. **DUTIES OF OFFICE BEARERS**

(i) **Treasurer**

In the event of the Partnership taking powers to raise funds etc., a bank account will be opened in the name of the Partnership at such bank and in such manner as the Partnership may direct and the Treasurer shall pay all monies received by the Partnership to the credit of such account. The Treasurer shall keep such accounts and pay such debts of the Partnership as the Partnership shall direct and, shall when required, render to the members at a General Meeting an account of all monies received and expended by the Partnership. The Partnership's accounts shall be submitted to the auditors of the Partnership from time to time appointed.

(ii) **Secretary**

The Secretary shall keep a list of the names and addresses of the members of the Partnership. The Secretary shall carry out any directions of the Partnership and, in the absence of any Minute Secretary, take the minutes of the meetings at which the Secretary attends. The Secretary shall handle all correspondence of the Partnership.

11. **COMMITTEES**

The Partnership may appoint Committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the power so delegated, conform to any regulations or rules that may be imposed upon it by the Partnership.

12. **ACCOUNTS AND AUDITORS**

In the event of the Partnership taking powers to raise funds etc., the financial year of the Partnership shall end on 31st March. Such accounts and books as are necessary shall be kept to show the financial affairs and intermissions of the Partnership as aforesaid. The audited accounts shall be submitted to the Annual General Meeting by the Treasurer with a report thereon and should be circulated to the members with the agenda therefor.

An independent professionally qualified accountant shall be appointed as auditor at each Annual General Meeting.

13. **BUSINESS AFFAIRS**

The whole administration, business and affairs of the Partnership shall be under the control of the Partnership.

14. **TRUSTEES**

The whole property of the Partnership, both heritable and moveable, belonging to or which shall be acquired by the Partnership shall be vested in the Office Bearers namely the Chairman, Vice Chairman, Secretary and

Treasurer and their respective successors in office and three ordinary members, as Trustees and in trust for behalf of the Partnership.

15. PARTNERSHIP'S MONIES OR FUNDS

All monies due to the Partnership shall be paid to the Treasurer whose receipt shall be a full and sufficient discharge, and all sums collected by the Treasurer shall be lodged in the Bank in the manner to be prescribed from time to time by the Partnership.

All cheques drawn on the Partnership's Bank Account and all other financial transactions of the Partnership shall be authorised and signed by:-

- (i) The Treasurer; and
- (ii) Either the Secretary (unless the Treasurer is also the Secretary) or the Chairman or the Vice Chairman.

16. ALTERATION OF CONSTITUTION AND RULES

The Constitution and Rules of the Partnership may be altered by a resolution passed at a Special General Meeting of which at least fourteen days' notice has been given. Any alteration, modification or addition must be approved by a majority of not less than two-thirds of those present and voting.

17. DISSOLUTION

In the event of the members of the Partnership wishing to wind up the concern, the consent of not less than two-thirds of the members present and voting at a special general meeting called for that purpose must be given. Upon the winding up or dissolution of the Partnership, if there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members, but shall be given or transferred to, or held by trustees for, some other society or body having objects similar to the objects of the Partnership for the improvement of the Town or projects therein, all as determined by the members of the Partnership at or before the time of dissolution.