

Partnerships Under the Spotlight

Workshop Two

October 20th 2003

Welcome and karakia

Introduction to tonight's workshop from Megan Courtney

Group Session One:
Developing a Waitakere Partnering Agreement

Feedback

Break for Coffee and Dessert

Group Session Two:
Strategic Brokers – designing the ultimate job description!

Wrap up

Karakia to close

Working in a Partnering Way.... getting relationships onto paper

Many organisations in Waitakere are now working in a collaborative or “partnering way”. At the heart of partnerships and partnering are relationships which are underpinned by a range of values and processes such as trust, respect and honest, open communication.

Working in partnership requires a significant investment (both financial and non-financial). It also involves power sharing and in many cases, working towards goals that may be wider than your own. Co funding is also common, with various partners often bringing quite different (ie. not equal) contributions to the table. Risks must be protected and shared values, visions and processes for working together established.

Some sort of documentation about how things will work will likely be necessary. It may be as simple as a one-page statement of what people are trying to do together, or it may be a longer Terms of Reference or a Memorandum of Understanding or a Partnership/Partnering Agreement.

So where do you start??? How do you put relationships on paper? How do you avoid 1000 pages of legalistic old style contracting?? How do you ensure that what goes on paper is owned by all the partners and helps set the scene for successful collaborative working?

When you prepare a REAL agreement you need to make sure that:

- everyone has the chance to talk about what’s important to them and what they want to see in an agreement
- you take time to get wording and meanings/intentions right
- everything is negotiable yet everyone is willing to compromise if things get tricky
- the needs of **both** the partnership collective and individual partners are addressed
- that everyone feels comfortable with the agreement before anything is signed

What follows below is a possible partnership agreement template that could be adapted for many kinds of collaborative, multi-party working.

About the DRAFT Partnership Agreement Template that follows, it:

- **sets out a potential framework for a partnering agreement**
- **includes many of the elements that should/could be included in an partnering agreement**
- includes some possible wording and clauses to deal with issues such as conflict resolution, health and safety etc

Waitakere Partnership Agreement Template for Discussion on Monday October 20th 2003

Section One: *The Parties to the Agreement*

- Who are the parties to the agreement eg. organisation names

Section Two: *Background and Objectives of the Agreement*

Background to the Partnership/Project

- Brief description of relevant 'history' in terms of the:
 - Problem, project, issue, opportunity etc you have been or you're wanting to work on
 - What's happened to date
 - What you're trying to do together - broad vision, outcomes sought etc

Objectives of the Partnership/Project

- Outline specific objectives/aspirations of each party
- Why each party has come to the partnership table
- What each party hopes to gain

Section Three: *The Agreement*

This Agreement documents the broad roles, responsibilities, resourcing requirements and relationships between the parties at the start of the partnership and sets up processes for managing relationships between the parties over the next XXX years.

3.1 *Term of the Agreement*

This Agreement begins on XXXX and ends on XXXX.

3.2 *Commitment to Partnering Principles and Values*

- The parties acknowledge a commitment to the concept of Partnering.
- The parties acknowledge that the Treaty of Waitangi established the primary partnership between Government and Iwi in Aotearoa New Zealand. The Treaty of Waitangi establishes the unique and special relationship between Iwi, Maori and the Crown.
- The parties agree to:
 - act honestly and in good faith
 - communicate openly and in a timely manner
 - support each other's obligations to achieve the objectives of the partnership/project
 - work in a co-operative and constructive manner
 - recognise each other's responsibilities to their stakeholders
 - encourage quality and innovation to achieve positive outcomes
 - acknowledge that this work is collaboration between many peoples and cultures. Diversity of input to this partnership/project is one of its strengths and an inclusive approach will be promoted at all times.

3.3 Roles and Responsibilities of the Partners

Outline broad roles and responsibilities of **each** partner, considering areas such as:

- degree of participation eg. active, passive
- provision of resources – people and financial
- provision of research, data, information etc
- provision of advice
- brokering role
- advocacy role
- facilitation/coordination/liaison role
- networking role
- marketing and promotion role
- kaitiakitanga (guardianship/stewardship) role)

3.4 Resourcing

- what's the amount of funding involved?
- What other non-financial resources are required/being contributed
- what does the funding cover?
- what doesn't the funding cover?
- What is the process for resourcing these "extras"? eg. submitting funding applications to XX

3.5 Reporting Requirements

To promote a partnering approach and to promote informative sharing, designated representatives of the parties agree to meet every XXX months and discuss and report to each other on progress towards achieving the objectives of the partnership and the work programme attached at Appendix 1 of this agreement. Key discussion points/actions/reflections from the meeting will be formally recorded and shared between all project partners and funders. A written report on progress and future plans will produced and circulated annually.

Some other ways to promote accountability:

- Have all the partnership/project's funders attend the same meeting rather than meet/report on things separately
- Hold community/stakeholder forums to discuss/reflect on/report on progress
- Produce a summary which is publicly shared in terms of what has been achieved, what wasn't and why and what's coming up

3.6 Communication and Media

- Communication between the parties will be carried out in a manner consistent with the partnering principles outlined in 3.1 and will include, but is not limited to the formal reporting meetings outlined in 3.5 above.
- No party will publicly criticise this Agreement, or any other party or the Project without first discussing the issues of concern in good faith with the other parties and providing an opportunity to resolve the issues.
- This clause does not restrict any party from discussing any matters with their staff, volunteers, advisors or persons for whom that party is responsible or who are engaged actively in the project/partnership

- All communications and media releases which include reference to another party or their logo will also be copied to that party prior to public release. The parties will also acknowledge each other in any statements to the media or articles relating to the project that include reference to the other party.
- During the course of this Partnership/Project, all media enquiries about the partnership/project and its progress will be managed (jointly?) by XXXX and XXXX.

3.7 Intellectual Property

- Each party acknowledges that it has no right to the intellectual property that the other party (or a third party) brings to the partnership/project.
- All proprietary rights to intellectual property arising directly from the activities described in Appendix 1 shall be jointly owned by the two parties and acknowledged under a mutually agreed project brand.
- If intellectual property arising directly from the activities described in Appendix 1 is capable of being commercialised, the parties shall negotiate in good faith among themselves and/or with relevant other parties, on the appropriateness of this. If support is unanimous, then an agreement on the protection and promotion of that intellectual property will be developed for the benefit of all parties.
- All parties to this contract, along with the University of Auckland, recognise the special nature of Maori intellectual property. All parties acknowledge the Mataatua declaration of 1992 and in particular, [Article 29](#) of the draft Declaration which states that:

"Indigenous peoples are entitled to the recognition of the full ownership, control and protection of their cultural and intellectual property." It goes on to assert that "They have the right to special measures to control, develop and protect their sciences, technologies and cultural manifestations, including human and other genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literature, designs and visual and performing arts."

3.8 Health and Safety

All parties agree to comply with all obligations any party may have under the Health and Safety in Employment Act 1992 to ensure that a safe working environment exists for all employees and permitted sub-contractors in connection with the Partnership/Project.

Upon commencement of the Project, those employed by either party will be briefed on the relevant principles, practices, expectations and responsibilities that each party has with regards to health and safety.

3.9 Risk Management

Working in a partnering way is new for all parties. All parties acknowledge that a lot of ongoing effort and energy will be directed towards successful project establishment and relationship building/management. Given the partnership principles which underpin this agreement, a flexible approach to management of this agreement will need to be taken to allow for:

- emerging roles, responsibilities and accountabilities of project partners to be fully explored
- appropriate governance processes and protocols to be developed and reviewed on a regular basis

Given the 'newness' of both the Partnership and the relationships between the parties to this agreement, it is to be expected that some misunderstandings and misinterpretations of this agreement may arise. It is intended that risks will be minimised and hopefully resolved through:

- adherence to the partnering principles outlined in 3.1
- meeting on a regular XXX (3?) monthly basis as set out in 3.5
- observing the communications protocols set out in 3.6
- following the agreed process set out in 3.10 below with regards to conflict resolution

3.10. Conflict Resolution

- The parties have agreed to collaborate together and work in a partnering way. It's recognised that the parties will play different roles as outlined earlier in this Agreement. Any party can formally give notice if they believe that one party is in serious breach of the obligations outlined in within this agreement.
- Each party agrees not to commence any court or arbitration proceedings relating to any dispute arising out of this Agreement, until the parties have complied with this clause - unless proceedings are necessary for preserving the rights of either party.
- If an issue cannot be resolved in open discussion, the party claiming that a dispute exists must give written notice to the other party specifying the nature of the dispute and the issues involved.
- On receipt of this written notice, all parties agree to use their best endeavours to settle the dispute by negotiation, acknowledging that all parties are committed to the successful completion of this Agreement.
- If the dispute is not settled by negotiation within 21 days of receipt of the notice of dispute, then unless all parties agree otherwise in writing, all parties will participate in mediation with a mutually acceptable mediator, appointed if necessary by the Chairperson of LEADR New Zealand Incorporated (Lawyers Engaged in Alternative Dispute Resolution).
- If the dispute or difference is not settled by mediation within 30 days of the commencement of that mediation process, then unless all parties agree otherwise in writing, the matter will be referred to arbitration in accordance with the Arbitration Act 1996.
- All parties will continue to comply with the obligations in this Agreement until the dispute is resolved, provided that payments or reimbursements may be withheld to the extent that they are disputed.

3.11. Termination

- If any party fails to meet its obligations under this Agreement and in the opinion of the other parties that failure can be remedied, the other parties will give formal notice specifying the nature of the failure and requiring it to be remedied within a specified timeframe which is reasonable having regard to the nature of the failure. This formal notice will follow open discussion of the actions or failures considered to be in breach of this Agreement.
- All parties agree that any action or failure to act likely to lead to termination of this Agreement shall be discussed openly with both parties in advance of issuing a notice of intention to terminate this Agreement, including following the dispute resolution procedures in the case of a dispute.
- Each party may give notice in writing to the other to terminate this Agreement if during the term of this Agreement there is, or is likely to be, a substantial breach of this Agreement which cannot be remedied in the opinion of the other party, or has not been remedied in accordance with a notice as noted in section 3.10 above. This may include:
 - by any party if the purposes of this Agreement are unable to be achieved, whether or not attributable to any action or failure of either of the parties
 - In the event that this Agreement is terminated, the parties agree to refund all money paid to them under this Agreement that has not been used for the Project within a mutually negotiated period.

Termination of this Agreement shall be without prejudice to:

- other rights and remedies of the parties arising out of any default which occurs before the termination; and
- any claim for monies payable as at the date of termination or in respect of work done or liabilities incurred before the termination; and
- any obligations that any party might have under the Employment Relations Act 2000.

SIGNATURES

Signed for and on behalf of XXXXXX by:

Full Name).....

Position) Signature
_____)

Signed for and on behalf of XXXXX by:

Full Name).....

Position) Signature
_____)

Appendix 1
Activities, Timelines, Roles and Resources for
Period XXX to XXX

Activities and Tasks	Timeline	Partner AA Role	Partner BB Role	Resources

You may also wish to include: milestones, special reporting requirements, key stakeholders who will be involved, key contact names/key personnel to be involved

Strategic Brokers- the People that Glue!

The Waitakere Wellbeing Collaboration process has raised the importance and profile of “strategic brokers” in the City. The fact that there is now a whole tier of people whose job it is to actively participate in “intersectoral joining” within Waitakere City is slowly being recognised.

Yet very complex coordination at the local level is a role that has emerged only fairly recently. Few local coordinators are reliably funded (indeed, it’s often really hard to get coordination salary funding), most are very stretched – having to participate in and undertake tasks arising from cross sector processes, forums and projects and as well as “fitting in” core tasks/day to day business for their own individual organisations. They are passionate people, “people people”, who generally go the extra mile for the greater good.

Coordination and brokerage are also undertaken by people other than designated “coordinators” – with the brokerage roles they perform often an “add on” to their existing job description. This current climate of “collaboration” has also placed significant expectations on key individuals who have sought after specialist skill sets eg. content/process knowledge, upper management responsibility, or coordinators of community organisations (as no-one else has the designated authority or coordination role).

So what are the big issues for local strategic coordinators or brokers? And if we could devise a job description that accurately reflected what they do, what would it look like? How would/could this generic job description help promote and advance strategic brokerage in Waitakere City and beyond?

Draft Job Description for Discussion On October 20th 2003

Overview of Organisation and need for Coordination/Collaboration Function

1. Purpose of Position

- To maintain and manage relationships with and accountability to (other) key community groups and stakeholders
- To work with other local agencies towards mutually agreed visions and outcomes
- To participate in multi-agency, co-ordinated planning processes
- To ensure relevant information is shared between relevant agencies
- To manage relationships in key internal/external projects, as listed...

2. Key stakeholder relationships

- (list organisations and key contacts here)
 -
-
-

- (list any agreements, contracts, memorandums etc with external organisations)
-
-

3. Key accountabilities

- ⚡ Which of the following areas below take up the most time?
- ⚡ Are they the areas where strategic brokers should be spending most of their time?
- ⚡ In which area would more resource for strategic brokers make the biggest difference?

3a. Stakeholder/ Partner Relations and Managing Accountability

While your primary accountability is to this organisation you are also responsible to maintain and manage partner and stakeholder relations by:

- recognising and respecting partner and stakeholder groups, their interests, objectives, needs and natures
- managing the accountability of this organisation to those groups, and to agreed strategic projects and targets

- ⚡ Is it fair for the coordinator to have all the accountability for stakeholder relationships? What accountabilities should sit with managers and management groups rather than / as well as the Coordinator?
- ⚡ How can “coordination or facilitation outputs” best be measured to show value/success both to the organisation and to external stakeholders/partners?

3b. Administration and Communication

To establish and manage relevant administrative and communication processes by:

- planning and notification of meetings to ensure right people are in attendance/at the table
- preparation and circulation of agendas, minutes and newsletters etc, highlighting key tasks/implications for the organisation
- maintaining formal and informal communication with range of stakeholders/partners and ensure all are informed of the organisation's current activities and opportunities for input/feedback/collaboration are maximised
- with other local coordinators, production of annual coordination calendar identifying all major local events
- event management, often in association with other stakeholders/partners

3c. Strategic Coordination

Ensure the organisation's processes (planning, information, funding, policy etc) are strategically aligned with stakeholder/partner agencies and that a city culture of collaboration is fostered by:

- identifying and documenting other agencies strategic planning cycles and procedures
- identifying and actioning opportunities for interagency projects
- ensuring resourcing requirements from interagency/sector initiatives are recognised within the organisation and appropriately budgeted for
- identifying opportunities for joint community/ agency consultation which will reduce duplication in consultation processes for all involved, and achieve better consultation practice
- ensuring relevant policy developments at central and local government levels are communicated and their implications analysed in terms of the organisation and the wider local collaborative scene
- providing well informed strategic advice to the organisation based on thorough understanding of central and local government and community agency policies and practices, and on recognition of the policy/ constitutional constraints within which other stakeholders may operate
- encouraging participation in collaborative effort from other key contacts/potential stakeholder organisations

3d. Information Management

Ensure the provision of information that supports and adds value both internally and externally:

- Establishing information, data, and research and methods/systems to support short and long term organisational planning
- Ensure relevant documentation (plans, reports, consultation feedback etc) is shared with stakeholders/partners
- Interpret new reports/research/data etc and communicate implications of this "new knowledge" within the organisation

3e. Project Management

Project manage specific projects (as mandated/directed) by:

- Preparing, recommending and monitoring project plans, plans and budgets with input from other participating stakeholders.
- Leading / coordinating or supporting project implementation, including preparing reports, funding applications, marketing/promotion, meeting coordination and facilitation, media, reporting on performance/outputs/outcomes to key funders etc.
- Managing any relationships or contracts necessary

4. Key Authorities

Financial expenditure by the coordinator is approved up to \$XXXXX and should be generally spent on the following types of activities (**List:** refreshments/catering, venue hire, advertising, koha, meeting materials (copying, stationary etc)). Receipts for all expenditure incurred must be documented, collated and presented for approval on a monthly basis.

5. Key support features

What kinds of other supports are essential from a:

- **Central government perspective (eg. provision for collaboration line items in local level budgets, emphasis of collaboration within Statements of Corporate Intent and Local Agency Strategic Plans**
- **Local government perspective (eg. links to LTCCP)**
- **Community sector perspective (eg. clarity on roles/relationships between Chairpeople and coordinators, day to day support from governance body)**

The organisation will commit to supporting your work by:

- welcoming new ideas and opportunities that may emerge from collaborative effort and being prepared as an organisation to “doing things differently”
- providing clear and direct access to decision makers within this organisation, including appropriate managers and others relevant to your need to make decisions, and your need to be able to commit the organisation to appropriate courses of action
- ensuring you in your position are given the status, mandate and authority to enact the coordination role, and represent this organisation
- ensuring that you have appropriate organisational resources to be able to commit to appropriate collaborative ventures
- providing resources (to a joint funding pool) to implement mutually agreed collaborative initiatives and/or to budget hold (on behalf of other organisations) for collaborative projects
- providing time to attend meetings, and an identified proxy who is accountable to you, if you cannot attend
- providing time for peer networking and support and conference attendance
- allocating time and travel resources to enable you to access relevant networks, policy and other information/advice both locally and in Wellington.
- providing access to relevant experts, technical advice, academic journals as required

- providing training opportunities in community development, facilitation, consultation, strategic planning/visioning and other related project methodologies
- providing you with office support, a mobile phone and home email access.

6. Success factors of an effective strategic broker

Are all the success factors below realistic? Do they all need to be in the job description? Which are the 10 most important.?

Sense of Mission

Actively promotes the Organisation's strategies, goals and principles in public forums, welcoming opportunities to do so. Is **passionate** about their work and what the organisation and its stakeholders/partners are trying to achieve.

Innovation

Achieves improved performance by doing things that are **unique, leading edge, and creative**.

Initiative

Anticipates situations **3-5 years ahead** and acts to create opportunities or avoid problems.

Consultation & Information Seeking

Consults widely with all stakeholders, to gather information and research opinions on issues and proposals regarding specific projects.

Sense of Limits

Is **practical and takes a common sense** approach. Doesn't demand of people what they can't do: doesn't shift blame to others for things they can't control. Recognises their own and other's limits of time, resources, commitment and accountability.

Strategic prioritising

Realising that the potential for coordination and collaboration is endless- is strategic in picking engagements for self and others.

Customer/Community Orientation

Seeks information about the **real, underlying needs** of the customer/community, beyond those freely expressed and matches these to available services. Reviews surveys, procedures etc., with a view to addressing customer/community needs more effectively.

Impact & Persuasion

Communicates a compelling vision that **generates excitement, enthusiasm, commitment and action** in others. Energises and mobilises others in a significant way. Uses group process skills to lead or direct a group, or foster their learning.

Networking

Builds working networks and partnerships with a wide variety of other groups, organisations and individuals, and uses these in scoping and/or delivering projects and services. Can link up people, and organisations and resources. Must be a team player.

Managing conflict and difference

Accepts that **different groups have different interests**: can recognise, respect and work through these. Is **not deterred by a dimension of conflict**. Can work with people of different political persuasion and contrary opinions.

Constant awareness, communication and feedback

Has **ear-to-the-ground 'radar' for issues** coming up. Develops ways to **constantly feedback quality information** to community and other partners/stakeholders.

Group Leadership

Promotes innovation, new ideas and methods; considers requests to change plans and goals with an open mind; evaluates others' views with logic rather than personal preference; creates **enthusiasm** about the work; admits own mistakes, uncertainties and limitations. Maintains morale and enthusiasm **throughout the duration** of a project, or through time. Uses a variety of group facilitation techniques to build collaborative culture among key stakeholders/partners. Able to act as an informal mediator between 2 parties, in an attempt to assist them reach solutions.

Valuing Diversity

Demonstrates **understanding of other cultures** and specific needs/preferences, by adjusting own behaviours and processes to improve communication, understanding and participation.

Bicultural Awareness

Actively seeks to learn and apply Maori traditions, processes and protocols where appropriate.

Analytical Thinking

Analyses relationships between many parts of a problem or situation. Systematically breaks **complex tasks** into manageable chunks. Recognises **several** likely causes of events, or consequences of actions. Generally anticipates obstacles and thinks ahead about next steps and options for action/response etc.

Conceptual Thinking

Maintains both a **big picture focus and a local knowledge**. Uses knowledge or theory of different past trends or situations to look at current situations. **Pulls together** ideas, issues and observations into a clear and useful presentation/explanation.

'Political' sense and Strategic Perspective

Has a **strategic understanding of issues and processes**, combined with a practical political approach to keeping things moving forward, and contributes significantly to refining **organisation strategies** – including sustainable development and implementation of partnership principles

Organisational Insight

Recognises unspoken constraints - what is or is not possible at certain times, or in certain positions. Recognises and uses organisational culture and approaches that yield results.

Knowing the Territory

Develops a **working knowledge** of the "territory" - the people, local history and the 'movers and shakers', as well as regional and national frameworks and structures.

Flexibility

Balances own priorities and preferences with those of team members, consultative groups and organisational requirements.

Optimism & Persistence

Sticks with difficult task(s) or situations **over long periods of time**, to accomplish results, or until it is clear they are not reasonably attainable. **Maintains positive attitude** throughout.

Self Confidence / Assertiveness

Shows a willingness to tackle challenging tasks. Seeks additional responsibility. If disagrees with management, or in conflict situations, will state own position clearly and confidently.

Self Development

Reads widely and attends meetings beyond ones own immediate sphere of work to develop a broader understanding of other issues which could impact on one's own work area.

Self Management

Knows and chooses to use specific techniques to control own response, deal with emotions and stress and prevent burnout. **Notices own stress** and takes action to reduce it. **Remains objective** in difficult situations. **Handles negative feedback** and constructive criticism with dignity and objectivity.

Hands-on Computer Skills

Competent with Windows and able to use **office automation software**, such as word processing, spreadsheets, databases, powerpoint etc.

Public Presentation Skills

Prepares and delivers complex presentations in a **simple** way; uses language/visual aids appropriate to the audience and is able to field complex questions. Also able to **adapt** presentation content and style for a **variety of different audiences**.

Effective Written Communication

Prepares easily understood **documents or reports** - gathering data, preparing analysis and recommendations etc.

Project Management (General)

Given a clear project brief and defined resources, prepares a detailed plan, may be involved in the letting of contracts, oversees work in progress, reports variations, and assesses results.

Risk Management

Where specific **guidelines do not exist**, is aware of exposure to risk, and takes action to assess situations, establish ways to eliminate, isolate and minimises risk associated with **own work**; monitors progress against risk; identifies/communicates new risks as they arise, and manages them appropriately.

Organisation of Work

Contributes to others' successful workload management **by dealing quickly with matters important to others' achievement**.

Summary Notes from Workshop Two

“Partnership Agreements and Strategic Brokers”

Monday October 20th 2003

Session One - Putting Relationships on Paper

Introduction

- Collaboration culture means many new organisations and sectors working together
- joint resourcing common
- “Equality” within partnering process
- How people act and treat each other
- Values basis of relationships
- New forms of “relationship contracting” needed eg. MOUs, partnering agreements etc

For this workshop, discussions were based on a draft template job description for strategic brokers, with groups being asked groups to respond the template and a range of related issues around the role of strategic brokers:

What’s the difference.....

Contracts	Partnership Agreements
Top down driven – power with the funder	Prepared by all parties – power shared
Standardised legal framework	Flexible framework- recognise history, whakapapa, and people and incorporate shared values/visions etc
Accountabilities one way	Accountabilities two (or more) ways
Risk minimisation = water tight, certainty	More risk= rely on trust, respect and process
Compliance focus	Flexible, faith in relationships and mutually agreed processes
“Principal/agent” arms length relationship	Building and strengthening relationships at all times
Short term, fixed upon completion of outputs	Relationships long term, schedule of tasks can/will change
Focus on results, tasks and outputs	Record individual and collective aspirations, roles and responsibilities for action

- What would make it more useful for:
 - Community organisations

- Central government organisations
- Council
- Should we use contracts and when should we push for the use of relationship agreements?

Some Feedback about the Draft Agreement

Most people thought it was useful to have a template or framework for people look to at and base their own agreement from. The problem of a generic one size fits all agreement framework not working in practice was acknowledged – reflecting for example that short and long term partnerships probably require differing levels of documentation. The fact that an agreement is not an end in itself was also noted – the proof in the pudding is how things actually work in practice. The fact that you have an agreement isn't enough.

Some wondered about when to put the effort into developing an agreement - ie. at the front end as a partnership building/strategic planning exercise or when there was agreement on an actual project/task or outcome that you would work on together.

Some suggested that a range of template options could be developed ie. for one off projects and another for high level strategic relationships. People also thought it was useful to have a checklist of things that should be considered/ incorporated. Some questioned the legal standing of the draft agreement and the willingness of central government funders to accept such a framework.

It was suggested that the Waitakere social services portal that is to be developed would be a good place to store the templates so that anyone is able to access them. The suggestion was made that partnerships could submit their own agreements to the portal for others to reflect on when developing their own agreement - that way ongoing best practice could be shared.

Is it useful??

' Many ineffective partnerships in the past had been informal. It would have prevented some heartache if the things in this agreement had been discussed before and clarified at the start'

'It can be a resource that gives you things to consider in your discussion and be enabling. It can introduce things that may be relevant.'

'Yes. A hard copy should be sent to everyone and porthole could hold a copy. There should be no single control.'

' Yes. It should be developed in multiple ways and be everywhere.'

'Yes we would use it. We have often looked for templates to use for contracts so would definitely use something like this. I would also like to see the Treaty explored so that we have some specific options to consider. We need to be clear about shared expectations.'

'The analogy is marriage. As in a marriage, partners wouldn't have gotten to the point of discussing things if they weren't doing some of the things already – but like

with prenuptial agreements, it's when the money comes into it that there's big power differences.'

'Agreements need to reflect different cultural perspectives and ways of doing things, just like partnerships can't just be measured by Western standards. In the Asian community, you can start with playing marjong then raise some funds or make a deal – for us a verbal agreement is often as far as we go, because your word is enough. Or the agreement comes at the end of all the social stuff – because the respect is there the agreement will work'

Making the Agreement More Useful

Being more specific about the use of community was noted – we are in fact referring to community organisations. In terms of resourcing the importance of including “in kind” or non-financial resources was supported. People spoke about language and meanings and the need to have debates within each partnership about what is meant by different phrases/terminology as agreements and partnerships are developed.

'The language needs some simplification. It's too wordy.'

'There are dangers in simplifying it. From the perspective of someone in the government legalese can be useful because it can baffle your manager. Therefore it needs examples of different clauses with different language.'

'Why do we have to use legalese at all? Why can't we just say in plain English what we want to say?'

'Including a section on decision making or governance processes of the individual partners would be good – so we start learning about each other's ways of doing things from the start'

'It would be good to run this agreement by a range of central government funders – I'm sure there's a lot of things that they would need to have in there before it would be acceptable to them'

'There should be a mention here of a third party evaluating and/or auditing the project. Sometimes agreements are terminated on fickle terms (e.g. personality clashes), while the project is still going well. There should be some sort of independent evaluation.'

'Evaluation should be in terms of the objectives of the agreement. Objectives are mentioned in the agreement. In the template, there needs to be something that says: half way through, there is going to be an independent evaluation of objectives only. Also, social auditing is possible, it can be based on questionnaires.'

When to use a Partnering Agreement and When to use a Contract

Distinctions were made in terms of timeframes (short vs long) and who would be doing the doing ie. if just one party contributing then a contract was the more appropriate form. Time was also recognised as a key factor – time to develop relationships to support and develop an agreement to do something together vs a contract where a top down agenda dominates and the other party just gets on with the job.

'In an agreement you work together to get something done, whereas in a contract usually one party produces something.'

'In an agreement, agendas are out and clear, and you find where commonalities are in that. In agreements you can improve things, and work on problems together. With contracts, one party either does 'it' or they don't, and then that's the end of the relationship.'

"All parties need to have a similar stake in partnership. Everyone has something to lose and something to gain."

Session Two – Strategic Brokers: the people that glue!

About Strategic brokers

- *Relatively new role – passionate, people people*
- *Whole tier of people now formally or informally doing "intersectoral joining" in the City*
- *Complex levels of coordination being done not only by coordinators but often by those in management roles – working across government and community sectors*
- *Few coordinators reliably funded, most very stretched*
- *Difficulties in doing gluing role on top of core business of own agency*
- *Significant expectations now placed on a few people who have this specialist skill set*
- *Current job descriptions for strategic brokers are VERY elastic – have to be super human??*

How do we better recognise, resource, support, and train these special kinds of coordinators?

For this workshop, discussions were based on a draft template job description for strategic brokers, with groups being asked groups to respond the template and a range of related issues around the role of strategic brokers:

The most basic need: funding for coordinators

The most pressing need (was it ever different?) was for adequate funding of brokers work. Notoriously, many coordination and brokering roles were not funded- and dis-established- during the early 1990s phases of service delivery contracts between government and community providers. This has left a gap in coordination which is still not being filled. Meantime, those working in coordination get more and more stretched.

'It all comes around to funding'

Creation of Community Sector Brokers

'The usual thing that happens is a position just grows A position is taken as voluntary then grows too big for the volunteer. That's a crucial point where lots of things change. At that point you need to produce a job description for this position. And you need to be very clear about what level and how are these voluntary groups going to fund it.'

'And basically it has to be in the job description that if funding is not there, there is no job'.

'The culture of funders needs to change around this issue'.

' Yes, the expectations from funders needs to be looked at.

'There is instability in funding relationships.

'But funding is driven by 12 month political funding cycles. Also there is no discretionary funding for coordination only programme money'.

' But really community organisations are doing it anyway. And they must apply for money to make it easier on themselves'.

Increasing recognition of the strategic broker/ coordinator role

It was clear from the workshop that the role of strategic broker is one that people increasingly recognise, and have valuable experience of. There were many different comments both about the role and its nature, and about what it was, should be, and, conversely, wasn't and shouldn't be.

In group discussions, however, perhaps because of who was and wasn't involved, there was more focus on the day to day doing of the role, and how that needed to be supported, rather than on crucial bigger scale organisational issues, such as the need for government departments to identify areas where strategic brokering work has become especially important, but isn't being adequately done. Once this need is better recognised at senior management levels the need to fund the role of strategic brokers becomes apparent.

'Strategic Brokers – the street name is 'hook-uppers'.

Recognition of the complexity and demands of the job

The role of strategic brokers is by nature complex and demanding: managing so many people and relationships and information, in a very uncertain environment. Often the job just grows, and sometimes the person's engagement with the job grows too, to a point where they are stretched well beyond what they had expected. Some workshopers talked about this stretched –ness as nearly to the point of abuse – others pointed to a need for much greater clarity about what is expected.

'There is a lack of boundaries, the expectations are ridiculous. There is a need for all sorts of things in the job, from for multiculturalism to self-inspection/reflection'.

'This is a nightmare. There is a full time secretarial role here. It is one job on its own. The co-ordinator needs an assistant to complete many of these tasks. But it all gets lumped onto one person. Is the manager everything, responsible for everything?'

'In my experience I'm expected to work double the contracted hours that I have been paid for. Hours and pay don't match. Thus there needs to be financial value'.

'Community organisations are very familiar with working on the smell of an oily rag and have not been driven by economics. But what promotes value? Is it right for all this to be being demanded for so little?

'Co-ordinators are used to being 'put-on'. But someone needs to ask what are they actually employed for?

'Why do we do all this? It all goes beyond contracts, and into the nature of partnerships. In the case of a contract you only honour the contract. You have the employment court and other mechanisms to go to if someone makes you work extra hours. This is a user-pay age. We are not exercising our employment rights in the community. We have courts to look into these things. This current situation is abuse'.

'But there is a culture of this type of working. There is a culture of expectation to work beyond your hours.

'Yes, but there needs to be a more respectful relationship'.

'This is not right. But that is not how it works'.

'It is a culture of fear. You need to practice your rights'.

'These rights regimes went out a while ago, that is union regimes. Today there is an expectation.

'It's not just community organizations where this happens'.

'It boils down to honesty and integrity in the work place. We need to ask employers to be careful and clear about what they are expecting'.

'There is an appearance that if you work with people it is a great privilege. For women this is historically strong, that is unpaid labour'.

'We tend to feel guilty, and we tend not to take a stand. It is costing our own resources'.

The expectations of co-ordinators include additional hours that would never be expected of a lawyer or a housepainter. So why do brokers/co-ordinators at community level do it?

I think the tasks and roles of coordinators are not understood. Often a co-ordinator spends all their time on keeping their organisations going and not on important stuff.

'Yes, that's the bit missing. Working on it instead of in it. If a supporting job existed it would make a big difference. This is a useful framework to examine'.

The need for role clarity, and recognition of the needs of the role

'The assumption is that we're talking about roles that sit within organisations whereas we're actually talking about roles that don't sit neatly there'.

'They should expect to have a good job description, a good appraisal system, and peer supervision so they don't feel like they are working alone. Should try to have a good working relationship as a team'.

'It should be clear in the job description that the coordinator should be the there to formulate policies and organise them, and someone else is to implement. There needs to be clear roles'.

'You have to have it clear where your roles are, otherwise you mess things up and lose good staff and they are hard to find'.

' It's about clarity'

'Interfering in the roles causes a lot of problems, you need to know what is expected'.

Recognition that brokering is more than just coordination

This was an interesting one: brokering was seen as moving beyond a coordination role into strategic positioning of the organization in partnerships and wider contexts. The brokering role had a number of implications that need to be recognized within organizations.

'A "coordinator" doesn't need to know or understand too much about details of a project, though it'd be better if they did so they could take a more visionary role.'

'"Coordinators" roles are to manage relationships and negotiate. "Brokerage" is a step further.'

'Its more active'

'Brokers have an extra "I can see" function that is not addressed in the template'.

'The job description has to have visionary content because it's not coming from anywhere right now'.

'In my experience in Waitakere, organisations with a co-ordinator type role are static whereas those with brokers are developing.'

' Councils choose more of a "coordinator" role, as it's lower risk'

'Some choose coordinators as risk management. The manager wants to have the overall vision and is threatened by a broker'.

'There's a wider context for all this. The voluntary sector has moved from welfare management. And there's a move towards community responsibility and empowerment'.

' It's about handing responsibility on to the community. The broker is having to negotiate this shift in responsibility'.

' Yes but there's less money to do it'.

Being clear that brokering is a part of other roles, and needs time and resource allocated to it

‘Some recognition of the need for brokering roles could be part of the strategic plan, some in the individual or partnership contract, and some in the job description’.

‘But it will all need an allocation of time. How do we provide time?’

‘An employee would have to do a weekly allocation of time, of where all their time has been allocated over the week, such as meetings and administration. In fact there will be a need to do this for accountability’.

‘They’ll need it for time management as well’.

‘You have to work out what is important for that role, for example if all the meetings are important for that role. This will help the coordinator and the committee keep track of what they spend their time on’.

Being clear about limitations of time, energy, scope of networking

‘A good coordinator is structured on what they attend and what they don’t. They need to be able to get others to go to some of the meetings, and then they can report the information back to the committee and the coordinator’.

‘This will help prevent burn out’.

Being clear about your own skills, strengths and weaknesses, and where you can go to get support

‘You need to play with your strengths’.

‘You need to use people according to their strengths’.

‘But a lot of community organisations don’t have the breadth of skills. So you have to be aware for looking for people with those skills you want’.

‘Don’t be afraid to ask for help if you need it’.

‘There needs to be networking with other groups, to compensate for skills you don’t have’.

‘Brokers must have peer support networks. Or actual peer support time and people built into their job descriptions’.

Being clear about their own strategic direction in their role

‘They really need a strategic plan, a plan for help in advance. It’s all in planning and knowing what you should be doing’.

Being clear about relations with other parts of the organisation: the board, chair people, and volunteers

'The Committee and Chairman should have a good working gel with coordinator. But they need to know what their different roles are, and when not to interfere... especially the chair needs to know this, and not be constantly interfering with the coordinator's work'.

'Then there's the relationship with volunteers: some coordinators find it hard to request work from volunteers, that's hard when they are not being paid'.

'There are different requirements for different jobs. When I employ a person I want them to fit into the organisation. He employer and employee need a shared vision. Therefore there needs to be something governing the whole project'.

'There's a tension between the coordinator and the person who fits into the organisation.'

Participants

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