

Appendix B

Standing Orders for Local Partnerships

1. General

These Standing Orders set out the procedures to be followed at meetings of Local Partnerships in Renfrewshire. As far as applicable, these shall also be the standing orders for any Working Groups established.

1.2 In these Standing Orders “Local Area” shall mean one of the seven areas of Renfrewshire designated by Renfrewshire Council and the Renfrewshire Community Planning Partnership

1.3 Any statutory provision, regulation or direction issued by Scottish or UK governments shall have precedence if they are in conflict with these Standing Orders.

1.4 As more specifically detailed in 8, it is expected that all decisions of the Local Partnership, will be made by consensus and members will endeavour to reach agreement wherever possible.

2. Membership

2.1 Membership of the Local Partnerships shall comprise:-

- All Elected Members of Renfrewshire Council who represent the Local Area. In the event that an Elected Member represents more than one Local Area it shall be open to the Elected Member to serve on one or all Local Partnerships they represent. If an Elected Member does not wish to serve on a Local Partnership, then confirmation of this shall be given to the Head of Corporate Governance, Renfrewshire Council. Thereafter such Elected Member shall not be a member of the Partnership and have no voting rights, until the Elected Member gives notice to the Head of Corporate Governance, Renfrewshire Council that he or she wishes to be a member of the Partnership, which will take effect from the next meeting of the Local Partnership;
- A Lead Officer appointed by Renfrewshire Community Planning Partnership, who will also act as chief advisor to the Local Partnership;
- An Officer representative/adviser from each of the following Community Planning Partnership organisations, namely:
 - Renfrewshire Council
 - Renfrewshire Health and Social Care Partnership
 - Police Scotland
 - Third Sector Interface, Engage Renfrewshire.
- The Chair of each Community Council within the Local Area, which failing, such community councillor as shall be nominated by the relevant Community Council;
- Where there is no Community Council serving a community council area, an individual from a properly constituted community organisation selected in a

fair, open and accountable manner as determined by the Local Partnership. In the event that a Community Council is subsequently formed for this area, this Member shall be replaced by the Chair of the new Community Council.

- Such further Members of the community as will ensure that the overall number of community representatives (including Community Council and other community representatives appointed in terms of the previous two paragraphs) is the same as the number of Elected Members of Renfrewshire Council serving on the Local Partnership. These community representatives will be appointed by the Local Partnership. Prior to such appointment there will be a public process to invite expressions of interest in such membership.

2.3 The term of office for members of the Local Partnership shall be until the day of the next ordinary elections for Local Government Councillors or Community Council in Scotland, as appropriate. A Community Representative member of the Local Partnership will remain a member for three years.

2.4 Where a Member resigns or otherwise ceases to hold office, the person appointed in his/her place shall be appointed for the unexpired term of the Member they replace.

2.5 On expiry of a Member's term of appointment the Member shall be eligible for re-appointment provided that he/she remains eligible and is not otherwise disqualified from appointment.

2.6 A Member appointed under paragraph 2.1 ceases to be a member of the Local Partnership if they cease to be either a member or employee of the body which nominated them.

2.7 A Member of the Local Partnership may resign his/her membership at any time during their term of office by giving notice to the Local Partnership in writing. The resignation shall take effect from the date notified in the notice or on the date of receipt if no date is notified. The Local Partnership must inform the body that made the nomination.

2.8 If a Member has not attended three consecutive Ordinary meetings of the Local Partnership or has not attended any meetings for a period of six months, whichever is the longer, and their absence was not due to illness or some other reasonable cause as determined by the Local Partnership, the Local Partnership may, by giving one month's notice in writing to that Member, remove that person from office.

2.9 A constituent authority may remove a member which it nominated by providing one month's notice in writing to the member and the Chair of the Local Partnership.

2.10 The acts, meetings or proceedings of the Local Partnership shall not be invalidated by any defect in the appointment of any Member.

3. Chair and Vice Chair

3.1 The Chair will be an Elected Member of Renfrewshire Council who represents the Local Area, appointed by Renfrewshire Council. Each Local Partnership will appoint its own Vice-Chair, who shall be a Community Representative.

3.2 The term of office of the Chair and Vice-Chair shall be the period of their membership of the Local Partnership in terms of 2.3, or, in the case of a person appointed to fill a casual vacancy, the remainder of that term.

3.3 A person holding the office of Chair or Vice-Chair shall be eligible for re-election.

3.4 On a vacancy arising in the offices of Chair or Vice-Chair, an election to fill the vacancy shall be held as soon as practicable at a meeting of Renfrewshire Council or the Local Partnership respectively. The notice for the meeting shall specify the filling of the vacancy as an item of business.

3.5 At every meeting of the Local Partnership the Chair, if present, shall preside. If the Chair is absent from any meeting the Vice-Chair, if present, shall preside. If both the Chair and the Vice-Chair are absent, a Chair shall be appointed from within the members present for that meeting.

3.6 Respect will at all times be paid to the authority of the Chair or Vice-Chair, or such other Member presiding, when chairing any meeting of the Local Partnership. When the Chair speaks, he/she shall be heard without interruption. Members shall address the Chair while speaking.

3.7. It shall be the duty of the Chair to:

- Preserve order and ensure fairness in debate, and determine the order in which speakers can be heard;
- Decide on matters of relevancy, competency and order, and whether to have a recess during the Meeting, having taken into account any advice offered by the Senior Lead Officer or other relevant officer in attendance at the Meeting;
- Ensure that Standing Orders are observed;
- Determine any questions of procedure for which no express provision has been made in these Standing Orders;
- Maintain order and at his/her discretion, order the exclusion of any member of the public who is deemed to have caused disorder or misbehaved;
- Adjourn a meeting in the event of disorder arising to a time, which the Chair may then or afterwards, fix (the quitting of the Chair shall be the signal that the meeting is adjourned). In the event the Chair quits without disorder having arisen, the meeting shall not be adjourned and the Depute Chair or in his/her absence another member of the Local Partnership chosen by those Members present shall assume the Chair;

3.8 The decision of the Chair on all matters within his/her powers shall be final and shall not be open to question or discussion.

3.9 The Vice-Chair may act in all respects as the Chair of the Local Partnership if the Chair is absent or otherwise unable to perform his/her duties.

4. Meetings

4.1 There shall be at least three ordinary meetings of the Local Partnership each year. The first meeting of the Local Partnership will be convened at a time and place to be determined by the Chair. Thereafter the Local Partnership shall meet at such place and such frequency as may be agreed by the Local Partnership.

4.2 The Chair may convene Special Meetings if it appears to him/her that there are items of urgent business to be considered. Such Meetings will be held at a time, date and venue as determined by the Chair. If the Office of Chair is vacant, or if the Chair is unable to act for any reason the Vice-Chair may at any time call such a meeting.

4.3 Adequate provision will be made to allow for members to attend a meeting of the Local Partnership or a Working Group of the Local Partnership, either by being present together with other members in a specified place, or in any other way which enables members to participate despite not being present with other members in a specified place.

5. Notice of Meeting

5.1 Before every meeting of the Local Partnership, or Working Group, a notice of the meeting, specifying the time, place and business to be transacted at it and signed by the Chair, or by a Member authorised by the Chair to sign on that person's behalf, shall be issued by electronic means to all Members no later than five days (including Saturday and Sunday) prior to the start of the meeting. Such notice will remain valid until rescinded in writing. Lack of service of the notice on any member shall not affect the validity of anything done at a meeting.

5.2 At all Ordinary or Special Meetings of the Local Partnership, no business other than that on the agenda shall be discussed or adopted except as part of an Open Session, or if the Chair is of the opinion that the item should be considered at the meeting as a matter of urgency.

6. Quorum

6.1 No business shall be transacted at a meeting of the Local Partnership Board unless there are present, and entitled to vote, at least one quarter of the members of the Local Partnership.

6.2 If within ten minutes after the time appointed for the commencement of a meeting of the Local Partnership, a quorum is not present, the meeting will stand adjourned to such date and time as may be fixed and the minute of the meeting will disclose the fact.

7. Powers and Business

7.1 Local Partnerships can make recommendations, which will be referred for consideration to the body responsible for exercising the function which is the subject of the recommendation. Alternatively, an officer of the bodies attending the Local Partnership may have authority delegated by their parent organisation to implement the recommendation without further decision by their parent organisation. In the case of Council grants being allocated by the Local Partnership, authority will be

delegated to the Lead Officer to award grant funding in line with the Local Partnership's decision.

7.2 The business of the Local Partnership is to develop, review and implement the priorities of the Local Area, and as part of this to undertake the functions detailed in Appendix A. Community Planning Partners or other organisations may in due course, delegate further specific powers to Local Partnerships.

8. Procedure for Dealing with Items of Business

8.1 Every reasonable effort shall be made by the Chair and Members to ensure that as many decisions as possible are made by consensus.

8.2 Report authors will speak to the terms of any report drafted by them which is on the agenda for a meeting. Thereafter it will be open to any Member to ask a question or questions concerning the item of business under consideration. Such questions must be relevant to the item of business under consideration and may be directed to any Member or officer seeking clarification of the terms of a report

8.3 When the Chair is satisfied that there are no more questions to be raised he or she will invite the Local Partnership to discuss the item of business. Such discussion must be relevant to the item of business and should attempt to achieve a decision by consensus. As part of the Chair's role to manage the meeting, the Chair shall attempt to ensure that Members who wish to speak have a fair opportunity to do so. The Chair shall have power to determine when Members can speak, and will determine the number of occasions and length of time that a Member is able to speak.

8.4 When the Chair is satisfied that a decision can be made by consensus he or she will clarify the terms of that decision with the Local Partnership.

9. Procedure where there is no Unanimous Decision

9.1 If the Chair is satisfied that a decision cannot be made by consensus, he or she will invite those of differing views to state the decision they wish the Local Partnership to make. The first such statement will be known as the motion. Any member may seek an amendment to the motion. Any motion and amendment must relate to the item of business under discussion. No motion or amendment will be accepted unless it is seconded. It will be open to any Member to ask a question or questions to the mover of any motion or amendment seeking clarity of their motion or amendment.

9.2 Debate - When the Chair is satisfied that there are no more amendments to be raised he or she will state that Local Partnership is in debate.

9.3 Subject to the right of the mover of a motion, and the mover of an amendment, to reply, no Member will speak more than once on the same question at any meeting of the Local Partnership except:-

- On a question of Order;
- With the permission of the Chair; or

- In explanation or to clear up a misunderstanding in some material part of his/her speech.

9.5 The mover of an amendment and thereafter the mover of the motion will have the right of reply for a period of not more than 3 minutes. He/she will introduce no new matter and once a reply is commenced, no other Member will speak on the subject of debate. Thereafter the discussion will be held closed and the Chair will call for the vote to be taken.

10. Voting

10.1 Where a decision cannot be made by consensus in terms of standing order 8, then only Elected Members and Community members shall be entitled to vote.

10.2 Any decision requiring a vote will be determined by a majority of votes of the Members present and who are entitled to vote on the question. Voting shall be by a show of hands. In the case of an equality of votes the Chair shall have a second or casting vote.

11. Code of Conduct and Conflicts of Interest

11.1 Members of the Local Partnership shall subscribe to and comply with the Standards in Public Life - Code of Conduct for Members of Devolved Public Bodies which is deemed to be incorporated into these Standing Orders. All members who are not already bound by the terms of the Code shall be obliged before taking up membership, to agree in writing to be bound by the terms of the Code of Conduct for Members of Devolved Public Bodies.

11.2 If any Member has a financial or non-financial interest as defined in the Code of Conduct of Members of Devolved Public Bodies and is present at any meeting at which the matter is to be considered, he/she must as soon as practical, after the meeting starts, disclose that he/she has an interest and the nature of that interest and if he/she is precluded from taking part in consideration of that matter.

11.3 If a Member or any associate of theirs has any pecuniary or any other interest direct or indirect, in any contract or proposed contract or other matter and that Member is present at a meeting of the Local Partnership, that Member shall disclose the fact and the nature of the relevant interest and shall not be entitled to vote on any question with respect to it. A Member shall not be treated as having any interest in any contract or matter if it cannot reasonably be regarded as likely to significantly affect or influence the voting by that Member on any question with respect to that contract or matter.

11.4 Where an interest is disclosed, the other members present at the meeting in question must decide whether the member declaring the interest is to be prohibited from taking part in discussion of or voting on the item of business.

12. Adjournment of Meetings

12.1 A meeting of the Local Partnership may be adjourned to another date, time or place by a motion, which shall be moved and seconded and put to the meeting

without discussion. If such a motion is carried by a simple majority of those present and entitled to vote, the meeting shall be adjourned to the day, time and place specified in the motion.

12.2 The Chair may adjourn for a period not exceeding ten minutes to seek advice without the need for a motion for adjournment.

13. Disclosure of Information

13.1 Meetings of the Local Partnership shall be conducted in public. Representation will be made through Local Partnerships' elected or community representatives. Participation of the public will only be at the discretion of the Chair. Public notice of the time and place of each meeting of the Local Partnership shall be given by publishing such notice on the Renfrewshire Council website, which failing, Renfrewshire Council, not less than five days before the date of each meeting.

13.2 The Local Partnership may by resolution at any meeting exclude the press and public during consideration of an item of business where it is likely in view of the nature of the business to be transacted or of the nature of the proceedings, that if members of the press and public were present there would be a disclosure to them of confidential information

13.3 Every meeting of the Local Partnership shall be open to the public but these provisions shall be without prejudice to the Local Partnership powers of exclusion in order to suppress or prevent disorderly conduct or other misbehaviour at a meeting. The Local Partnership may exclude or eject from a meeting a member or members of the press and public whose presence or conduct is impeding the work or proceedings of the meeting.

13.4 No Member shall use or disclose to any person any confidential and/or exempt information coming to his/her knowledge by virtue of his/her office as a Member where such disclosure would be to the advantage of the Member or of anyone known to him/her or which would be to the disadvantage of the Local Partnership.

14. Recording of Proceedings

14.1 Any request to photograph, tape, film, video tape, digital or otherwise record the proceedings of any Meeting shall be notified in advance to the Local Partnership, to enable the Chair of the Local Partnership to determine whether to agree to the request.

15. Rescinding of Decisions of the Local Partnership

15.1 A motion or amendment contrary to a decision of the Local Partnership shall not be competent within six months of that decision unless the chairperson is satisfied that due to a material change in circumstances that was not apparent at the time the decision was made, it would be reasonable for the original decision to be altered or supercede. Any proposed change must include an explanation setting out the material change of circumstances that has occurred.

16. Suspension of Standing Orders

16.1 The Local Partnership shall be entitled to suspend one or more of these standing orders but only by a majority of two-thirds of the members present and voting for that purpose.

17. Deletion or Amendment of Standing Orders

17.1 The Local Partnership shall be entitled to amend, vary or revoke any of these standing orders by a simple majority of the members present and voting for that purpose subject to either (a) an appropriate notice of motion stating the relevant amendment or variation, or a proposal that the standing orders be revoked; or (b) a proposal by the proper officer in the form of a report.

18. Minutes

18.1 The names of the Members and others present at a meeting shall be recorded in the minutes of the meeting.

18.2 The minutes of the proceedings, including any decision or resolution made by that meeting, shall be drawn up and submitted to the next ensuing meeting for agreement of their accuracy after which they will be signed by the person presiding at that meeting. A minute purporting to be so signed shall be received as evidence without further proof.

18.3 The minutes will also be referred to the Community Planning Partnership for noting by them. Any recommendations made by the Local Partnership in relation to a matter where they do not have decision making powers delegated to them from the body whose function is to be exercised, will be referred to relevant body or bodies for their consideration. This is without prejudice to the powers of Community Planning Partners or officers authorised by them to agree to implement Local Partnership recommendations at the Local Partnership meeting.

19. Working Groups

19.1 The Local Partnership may establish any Working Group as required from time to time but each Working Group shall have a limited time span as may be determined by the Local Partnership.

19.2 The Membership, Chair, remit, powers and quorum of any Working Group will be determined by the Local Partnership.

19.3 Agendas for consideration at a Working Group will be issued by electronic means to all Members no later than three days (not including Saturday and Sunday) prior to the start of the meeting.