

		AGENDA ITEM 4
		GTP/01/12
Committee:	Great Notley Country Park Joint Venture Partnership Board	
Date:	11 January 2012	
<u>GOVERNANCE ARRANGEMENTS AND THE JOINT WORKING AGREEMENT</u>		
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Background

At the last meeting of the Board, Members agreed to a number of changes to the Governance Arrangements of the Board within the Joint Working Agreement. (Minute 6 – 28 July 2011)

It was resolved:

That the Governance Team at Essex County Council, in partnership with Braintree District Council, review the Board's governance arrangements in the light of the discussions at this meeting, with proposals to be presented to the next meeting of the Board.

Proposals

The proposals for variations to the Governance Arrangements within the Joint Working Agreement are set out in Appendix A and highlighted in red.

Variations to the Joint Working Agreement

If the Board agrees to take forward the proposed amendments, Paragraph 17 of the Joint Working Agreement states that formal variations may be made by an agreement in writing signed by duly authorised representatives of both parties.

Action Required

The Board is asked to agree whether to accept the proposed variations to the Governance Arrangements within the Joint Working Agreement and, if so, to recommend the making of a formal variation to the Joint Working Agreement.

Governance Amendments to the Joint Working Agreement

3.3 Project Management and Governance

- (a) ECC and BDC shall each nominate a named position or positions as the contact point for all matters relating to this Agreement and both ECC and BDC agree to ensure that all contact with each other relating to this Agreement will be made through those named position(s). Either Party may change or substitute their respective named position temporarily or permanently from time to time provided that such change or substitution shall only take effect once notice of such change or substitution has been received by the other Party.
- (b) The Parties shall establish:
 - (i) a joint venture partnership board consisting of two (2) ECC members and two (2) BDC members (including their respective portfolio cabinet members) (the “**JV Board**”); and
 - (ii) an operational team consisting of relevant officers from ECC Party (the “**Operations Team**”).
- (c) The JV Board shall be responsible for the strategic delivery and management of the Facility in accordance with the terms of reference set out in schedule 3 (JV Board Terms of Reference).
- (d) Meetings of the JV Board **will be held in public and** shall take place at such places and times as the Parties shall decide and, as a minimum, shall take place on a twice yearly basis **in June/July and January**. An agenda (with supporting papers) shall be circulated by ECC no later than five (5) Business Days in advance and any Party wishing to raise other agenda items (including any item under “any other business”) shall notify the other Party (with supporting papers) no later than two (2) Business Days in advance.
- (e) The quorum for the proper and valid conduct of any business of the JV Board shall be **one** member from each of the Parties. Where a quorum is not present at any meeting of the JV Board within thirty (30) minutes of that meeting’s start time, the meeting shall be adjourned to another time and date which is no later

than ten (10) Business Days after the date of that meeting. **A Chairman shall be appointed by the Board for each municipal year.** ECC shall arrange for a person to take the minutes of all JV Board meetings. Both Parties shall use their reasonable endeavours to procure the regular attendance of their respective representatives at all JV Board meetings.

- (f) Each of the ECC members and each of the BDC members shall have one vote each on any matter which is put to a vote at a meeting of the JV Board. Decisions of the JV Board will be by majority vote and each of the Parties shall ensure that their respective members exercise their voting rights in accordance with the Partnering Principles.
- (g) If a matter requiring a decision of the JV Board cannot be agreed within a reasonable period of time then the members of the JV Board shall be entitled to refer the matter for determination pursuant to clause 7 (Dispute Resolution).

Operations Team

- 3.4 The Operations Team shall be responsible for the day to day operation and management of the Facility together with any other issue which does not form part of the JV Board's terms of reference as set out in schedule 3 (JV Board Terms of Reference).
- 3.5 Each Party shall permit the other Party access to any of its records in relation to this Agreement during the term of this Agreement and for a period of (6) six years from the expiry or termination of this Agreement (whichever is the earlier).

Stakeholders

- 3.6 **The views of and feedback from stakeholders will be collated by officers and reported to each meeting of the JV Board.**