

		AGENDA ITEM 6
		GTP/01/11
Committee:	Great Notley Country Park Joint Venture Partnership Board	
Date:	28 July 2011	
<u>TERMS OF REFERENCE, GOVERNANCE ARRANGEMENTS AND THE JOINT WORKING AGREEMENT</u>		
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Terms of Reference:

1. The terms of reference of the JV Board shall consist of the following:-
 - (a) to actively discuss and formulate strategy taking into consideration both Parties' aspirations;
 - (b) to discuss and formulate an investment strategy that will meet the future needs of the Facility;
 - (c) to agree on specific projects/schemes to be undertaken at the Facility including the funding of such projects/schemes, whether that funding should consist of funds from any surplus generated at the Facility or from other additional capital investment including the Countryside Funding;
 - (d) to monitor the financial and non-financial performance of the Facility;
 - (e) to consider and review the annual business plan and annual budget;
 - (f) to review feedback in relation to the Facility from customer satisfaction surveys, focus groups and the Stakeholder Group; and
 - (g) to make appropriate provisions to consult the local community and its representatives.

Action – Members to note the Terms of Reference of the Board.

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), together with the current chairperson of the Stakeholder Group, (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 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. 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 both members 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. 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 and the chairperson of the Stakeholder Group 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. For the avoidance of doubt, the chairperson of the Stakeholder Group shall have no voting rights at any 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).

Action – Members to consider whether the Governance Arrangements need to be reviewed including:

- **The frequency of meetings?**
- **The quorum for the proper and valid conduct of any business?**
- **Nominating a Chairman for each municipal year?**

Stakeholder Group

- 3.6 The parties shall establish a Stakeholder Group which shall be responsible for consultation and stakeholder engagement in accordance with the terms of reference set out in Schedule 7 (Stakeholder Group Terms of Reference).
- 3.7 Meetings of the Stakeholder Group shall take place at such times and places as the members of the Stakeholder Group shall decide and, as a minimum, shall take place on a twice yearly basis. The format of such meetings shall be decided by the members of the Stakeholder Group.

Action – Members to consider whether amendments to the Working Agreement are required in light of the disbanding of the Stakeholder Group.

Recommendation:

To commission a piece of work by the Governance Team at Essex County Council in partnership with Braintree District Council to review Governance Arrangements of the Board and receive a report and proposals for amendments, as appropriate, at the next meeting of the Board.