

**JOINT GOVERNANCE ARRANGEMENTS – GREAT NOTLEY COUNTRY PARK AND
DISCOVERY CENTRE**

Agenda Item 6(a)

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Background Papers:- Cabinet reports 25 September 2006 and 26th March 2007
Financial Implications:- Detailed in earlier report
Equalities Implications:- Detailed in earlier Business Case
Legal Implications:- Detailed in earlier Business Case and Outline of Governance Arrangements
Options: See proposals in Outline of Governance Arrangements
Risks: Detailed in earlier Business Case and Outline of Governance Arrangements

EXECUTIVE SUMMARY

The attached Outline sets out proposals for entering into a Joint Venture Agreement (JVA) with Essex County Council in order to create:-

- A 'flagship' country park
- A regional centre of environmental excellence
- The 'public face' of archaeology in Essex

The JVA represents a suitable way forward whereby Braintree District Council will retain ownership of the land and the existing building but recognises that Essex County Council will be investing a significant amount of capital expenditure and will be operating the facilities in the future. The proposed governance arrangements seek to reflect the Council's on-going commitment to enabling local Members and local people to be involved in matters of local importance.

DECISION

To approve the outline proposals and to authorise the Head of Operations in consultation with the Cabinet Member for Environment and Sustainability, to agree to any amendments prior to the Joint Venture Agreement being entered into.

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Outline

	Principle	Description
1	Joint Working Principles	<ul style="list-style-type: none"> • Developing close working relationship at all levels; • Focus on achieving best value; • Recognising each parties' roles and responsibilities; • Commitment to early resolution of disputes in a co-operative and non-confrontational environment; • Work together in good faith to achieve mutually beneficial objectives; • Develop openness and trust in a transparent and sharing environment; and • Strive to continually improve the relationship.
2	Objectives of the Joint Venture	The Agreement contains a clear statement of the objectives. The Joint Venture is not proposed to be a separate legal entity and therefore its success is heavily dependent on the constituent parties working together (in accordance with the Joint Working Principles – item 1 above) to deliver the project as a whole.
3	Ownership:	
	Site	BDC will retain ownership of the site and will grant ECC (together with its agents, employees and contractors) right to access and use the same for the purposes stated in the Agreement.
	New Build/New Assets	ECC will own any new assets installed in the existing building together with any new build elements (whether or not these are integrated into the existing building).
4	Operation of Facility	<p>ECC to take operational responsibility for the site from an agreed date (Operational Date).</p> <p>Day to day operational management will remain solely with ECC primarily through the Operations Team.</p> <p>The sports pitches will be managed by BDC on behalf of the partnership.</p>

5	Governance:	
	Decision making	<p>A joint venture Partnership Board will be established and comprise two ECC Members, two BDC Members (1 Cabinet Member and 1 Braintree Local Committee Member) and the chairman of the stakeholder group. Voting rights will be given to the ECC and BDC Members in recognition of the contributions that each organization is making. Whilst the chairman of the stakeholder group will not have any right to vote, he/she will be in a position to influence the decisions made by the Board.</p> <p>The Partnership Board will be responsible for the strategic delivery and management of the site and as a minimum will meet twice yearly.</p>
6	Maintenance:	
	Existing Building	<p>A condition survey of the site in its current condition will be carried out before the Agreement is entered into. Thereafter ECC will be responsible for maintenance in accordance with the terms of the Agreement. The parties will need to agree what, if any, maintenance needs to be carried out prior to ECC taking operational control of the Facility and what, if any, "legacy" maintenance issues should reside with BDC. BDC's existing maintenance contracts with regards to equipment and the existing building will need to be considered.</p>
	New Build	<p>Maintenance of the new assets and new build will be the responsibility of ECC.</p>
7	BDC annual payment	<p>BDC has agreed to make an annual payment to ECC and this will reduce in accordance with the Agreement.</p>
8	Profits	<p>The Agreement will contain provisions specifying that net profits should be re-invested into the site.</p>
9	Termination:	<p>Except where there has been a material breach, the parties will only be able to terminate the Agreement by agreement. Discussions on this issue will take place at the Partnership Board and consideration will be given to consequences of termination.</p>
10	Insurance:	<p>BDC and ECC Insurance teams are currently considering the most appropriate way to insure the existing building given that it remains in the ownership of BDC and how this will work with insuring any new build elements. The Agreement will reflect the outcomes of these discussions.</p>
11	Other Issues:	
	Bird of Freedom	<p>Responsibility for replacement, timescale and associated costs to be finalised.</p>

	De-silting of lakes	Responsibility, timescale and associated costs to be finalised.