

Dated

2003

East Hampshire District Council

Hampshire County Council

Havant Borough Council

And

Forest Enterprise

Hampshire Gardens Trust

Horndean Parish Council

Portsmouth City Council

Portsmouth Water Limited

Rowlands Castle Parish Council

Sir George Staunton Country Park

Joint Management Arrangements

JA Pattison
Head of Corporate and Legal Services
The Castle
Winchester
Hants
SO23 8UJ
Ref: KG/32020

This Agreement is dated the

2003

Parties

- 1) East Hampshire District Council of Penns Place, Petersfield, Hampshire GU31 4EX;
- 2) Hampshire County Council, of the Castle, Winchester, Hampshire SO23 8UJ;
- 3) Havant Borough Council of Civic Offices, Havant, Hampshire PO9 2AX;

Which parties are referred to collectively in this agreement as “the Partner Authorities”, and

- 4) Forest Enterprise of Bucks Horn Oak, Farnham, Surrey GU10 4LS;
- 5) Hampshire Gardens Trust of Jermyns House, Jermyns Lane, Ampfield, Romsey, Hampshire SO51 0QA;
- 6) Horndean Parish Council of Tyfield House, Blendworth Lane, Horndean, Hampshire PO8 0AA;
- 7) Portsmouth City Council of Civic Offices, Guildhall Square, Portsmouth PO1 2AD;
- 8) Portsmouth Water Limited of PO Box 8, West Street, Havant, Hampshire PO9 1LG;
- 9) Rowlands Castle Parish Council of The Parish Offices, The Parish Hall, 11 Links Lane, Rowlands Castle, Hampshire PO9 6 DE;

Which parties are referred to collectively in this agreement as “the Stakeholders”.

Recitals

- 1) The Partner Authorities are all local authorities with powers to provide such recreational facilities as they think fit, further to Section 19 Local Government (Miscellaneous Provisions) Act 1976, who have for many years provided services to the community at Sir George Staunton Country Park, Middle Park Way, Havant, Hampshire PO9 5HB (referred to in this Agreement as “the Park”)
- 2) The Stakeholders are all bodies either owning land within the area of the Park or with a particular interest in the provision of services at the Park to the local community.
- 3) The Partner Authorities and certain of the Stakeholders had entered into previous arrangements for the joint management of the Park, in the form of an

agreement dated 31 January 1992.

- 4) It is the wish of the Partner Authorities and the Stakeholders to revise those arrangements in the terms set out in this Agreement.

Operative Part

It is hereby agreed as follows:

1. Establishment of Joint Management Committee

- 1.1. Further to Sections 101(5) and 102(1) Local Government Act 1972, and Section 20 Local Government Act 2000, the Partner Authorities agree to discharge those functions referred to in clause 1.2 below jointly, and that those functions shall be discharged by a joint committee. The name of the joint committee shall be "The Sir George Staunton Country Park Joint Management Committee" (referred to in this Agreement as "the Committee").
- 1.2. The functions delegated to the Committee are the provision of recreational facilities within the Park further to Section 19 Local Government (Miscellaneous Provisions) Act 1976 and all ancillary powers ("the Delegated Functions"). The discharge of these functions shall include the carrying out of estate management operations, farming operations, and woodland management operations within the boundary of the Park. The discharge of these functions shall also include the provision of open air educational and other community activities principally to meet the needs of residents in south-east Hampshire.
- 1.3. The Committee shall comprise five representatives nominated by Hampshire County Council, one representative appointed by East Hampshire District Council, and one representative appointed by Havant Borough Council. The period which each representative serves on the Committee shall be set by the appointing Partner Authority.
- 1.4. At its first meeting in every year the Committee shall appoint a Chairman and Vice-Chairman.
- 1.5. Hampshire County Council's Chief Executive and Treasurer are hereby appointed Secretary and Treasurer to the Committee respectively.
- 1.6. Meetings of the Committee shall be held as and when required for the efficient conduct of business but not normally less than four times a year. Special meetings shall be convened by the Secretary at the request of the Chairman or any member of the Committee.
- 1.7. The quorum for meetings of the Committee shall be three members, including two representatives of Hampshire County Council. If within ten minutes of the appointed time for the commencement of a meeting a quorum is not present, the meeting shall be dissolved. Any business not disposed of

shall be considered at the next meeting.

1.8. Items of business shall be determined by the voices of those present, provided that if any one member indicates dissent to this procedure then a vote by show of hands shall take place. A simple majority shall be required. In the event of there being an equal number of votes for and against a particular proposition, the Chairman shall have a casting vote.

1.9. The Committee shall have due regard to the advice of the Stakeholder Forum in discharging the Delegated Functions.

2. Budget

2.1. The Revenue Budget for the Park shall comprise income received in respect of the carrying out of the Delegated Functions, and financial contributions payable by the Partner Authorities and certain Stakeholders.

2.2. In the period 1 April 2003 to 31 March 2004, the Partner Authorities shall contribute the following sums towards the Revenue Budget

2.2.1. East Hampshire District Council - £5,000

2.2.2. Hampshire County Council - £190,000

2.2.3. Havant Borough Council - £10,500

2.3. Subject to clause 2.5, in the period 1 April 2004 to 31 March 2005, and in each subsequent twelve month period (referred to in this Agreement as "Financial Year"), each Partner Authority shall continue to make a contribution towards the Revenue Budget. The amount of the contribution shall be the sum contributed by that Partner Authority in the previous Financial Year, increased by a rate to be determined by Hampshire County Council's County Treasurer in respect of inflation on net expenditure, having regard to factors such as the retail prices index and relevant pay awards. In the event that such rate is challenged by any of the Partner Authorities, the matter shall be referred to the Committee for further consideration as part of the annual Revenue Budget setting process.

2.4. Proposals for expenditure of the Revenue Budget for the next Financial Year shall be considered by the Committee by September of the previous year, and submitted to the Executives of the Partner Authorities for approval.

2.5. In the event that any of the Partner Authorities is of the view that, for the next Financial Year, the Revenue Budget for the Park should be increased, or that the level of contribution payable by any of the Partner Authorities should be varied, the matter shall in the first instance be considered by the Committee. If the Committee is satisfied that there is a case for such increase or variation, it shall specify the revised contribution sought from each Partner Authority in the Revenue Budget submitted to the Partner Authorities' Executives further to clause 2.4. It shall be entirely a matter for each Partner Authority's Executive as to whether it accepts a recommendation from the

Committee to vary their contribution from that calculated under clauses 2.2 and 2.3.

2.6. Where the Committee proposes to undertake any capital expenditure, the proposals, together with an assessment of any revenue implications, shall be included in the Budget submitted to the Partner Authorities' Executives further to clause 2.4. Unless agreed by all Partner Authorities, capital expenditure shall be borne by the Partner Authorities in the same proportion to which they contribute to the Revenue Budget for the same Financial Year in which the capital expenditure will be incurred.

3. Stakeholder Forum

3.1. The Stakeholder Forum is a non-executive body responsible for advising the Committee on the overall discharge of the Delegated Functions, taking into account the particular interests of the Stakeholders.

3.2. The Stakeholder Forum shall comprise one representative of each of the Stakeholders nominated in writing to the Secretary, and the members of the Committee. The Stakeholder Forum may itself nominate up to two other individuals to be members of the Forum, representing other stakeholder interests in the Park.

3.3. Admission to and continued membership of the Stakeholder Forum is subject to the Stakeholder continuing to make any land in their ownership, situated within the boundary of the Park, available for public access, subject to any legal restrictions which exist, and agreeing to manage such land compatibly with the overall arrangements for the management of the Park.

3.4. In the case of Horndean Parish Council and Rowlands Castle Parish Council, admission to and continued membership of the Stakeholder Forum is subject to each making a financial contribution towards the Revenue Budget for the Park. In the year 1 April 2003 – 31 March 2004, this contribution shall be £500 each. In each subsequent Financial Year, this contribution shall be increased by the same percentage rate as that adopted under Clause 2.3 in respect of that Financial Year.

4. Standing Orders

4.1. Subject to the other express terms of this Agreement, Hampshire County Council's Standing Orders shall apply to all meetings of the Committee and Stakeholder Forum.

5. Staff

5.1. All staff engaged in the performance of the Delegated Functions shall be employed by Hampshire County Council. Where any vacancy arises from time to time in the post of Park Manager, Hampshire County Council shall ensure that members of the Committee are consulted in relation to the process

of appointment to the post.

6. Termination

6.1. Any Partner Authority, wishing to terminate its involvement in the joint arrangements established under this Agreement, may do so by giving to the other Partner Authorities not less than 18 months written notice, expiring on 31st March 2006 or 31st March in any later year. On the expiry of such notice, the Partner Authority's rights and obligations under this Agreement shall cease, provided that this shall not affect the continuation of any liabilities which have arisen in respect of the period prior to the expiration of the notice.

6.2. The termination of the involvement of any of the Partner Authorities further to clause 6.1 shall not, by itself, affect the continuation in force of this Agreement as between the remaining parties.

6.3. Where any Partner Authority gives notice further to clause 6.1, the Committee shall review the effects of this upon the future management of the Park and the Revenue Budget. In the period following termination by the Partner Authority, the Revenue Budget shall be reduced to reflect the withdrawal of the terminating Partner Authority's contribution, unless the Committee recommends to the remaining Partner Authorities that they should make up the shortfall, in such proportions as the Committee may propose, and this recommendation is accepted by the Partner Authorities.

6.4. Where revenue costs are incurred as a direct result of termination by any Partner Authority, which costs would not have been incurred had termination not taken place, those costs shall be met by that Partner Authority. Where the Committee recommends, or the Partner Authorities decide, not to make up the shortfall in the Revenue Budget caused by termination, this shall have no effect on the liability of the terminating Partner Authority arising further to this clause 6.4.

6.5. Any Stakeholder, wishing to terminate its involvement in the joint arrangements established under this Agreement, may do so by giving to the Secretary to the Committee not less than 6 months written notice, expiring on 31st March 2006 or 31st March in any later year. On the expiry of such notice, the Stakeholder's rights and obligations under this Agreement shall cease, provided that this shall not affect the continuation of any liabilities which have arisen in respect of the period prior to the expiration of the notice.

6.6. The termination of the involvement of any of the Stakeholders further to clause 6.5 shall not, by itself, affect the continuation in force of this Agreement as between the remaining parties.

7. Indemnity

7.1. Hampshire County Council shall indemnify each of the other parties in respect of any cost or liability reasonably incurred as a direct result of any negligent act or default in the discharge of the Delegated Functions, except

where, and to the extent that, such cost or liability is incurred as a direct result of the negligent act or default of that other party, its employees, contractors or agents. This indemnity shall not apply to any liability arising under clause 6.4.

8. Period of Arrangements

8.1. These arrangements shall remain in force for an initial period of 12 years from the 1 April 2003. The arrangements may be renewed for a further period thereafter by agreement between the parties.

In witness whereof the parties hereto have set their respective hands and seals