

MINUTES of the MEETING of the HERITAGE PARK / SKULL SITE SUB-COMMITTEE held at THE COUNCIL OFFICES, THE GROVE, SWANSCOMBE, on WEDNESDAY 18 NOVEMBER at 1.00 PM

PRESENT: Councillor Ms L C Howes (Vice-Chairman)
Councillor Mrs A E D Barham (substituting for Councillor Mrs S P Butterfill)
Councillor R J Lees
Councillor Mrs C K Openshaw

ALSO PRESENT: Sara Stapleton, Responsible Financial Officer (RFO)
Martin Harding, Assistant Town Clerk & RFO
Garnet Johnson, Groundwork
Mrs Brenda Bobby, Friends of Swanscombe Heritage Park
Liz Dyson, Kent County Council (KCC)

ABSENT: None.

325/15-16. APOLOGIES FOR ABSENCE

Apologies for absence were submitted and accepted from Councillors' Mrs S P Butterfill (work commitments), B E Read (hospital appointment), D J Mote (other commitments) and Becky Plunkett and Rosemary Godfrey of Natural England.

Recommended: That the apologies for absence and reasons, as listed, be formally approved.

326/15-16. SUBSTITUTES

Councillor Mrs A E D Barham substituted for Councillor Mrs S P Butterfill.

327/15-16. TO DECLARE INTERESTS IN ITEMS ON THE AGENDA

There were none.

The Chairman gave the opportunity for the meeting to be adjourned at this point to accept questions from the public.

328/15-16. URGENT ITEMS / MATTERS ARISING FROM PREVIOUS MINUTES.

None.

329/15-16. TO CONFIRM AND SIGN THE MINUTES OF THE MEETING HELD ON 16 SEPTEMBER 2015.

Recommended: The Minutes of the meeting held on 16 September 2015 be confirmed and signed as a true record.

330/15-16. HLF BID – PROGRESS TO DATE.

Members were provided with a copy of the response from the HLF on the Expression of Interest. In addition feedback was provided regarding the meeting held with the HLF earlier that day. Garnet Johnson explained that it was a very positive meeting and that the HLF were very keen that the bid be fully developed. The HLF provided guidance and direction on the structure of the bid to ensure its success. It was explained that there was two parts to the bid, which were the development phase and delivery phase. Garnet also advised members that Walk Tall were keen to assist the Town Council with the bid and its delivery. Members were asked to agree with this proposal. During discussions it was clear that a Service Level Agreement (SLA) was needed between all parties involved, as it was evident that individual roles and responsibilities needed to be defined.

Recommended: That Walk Tall be included as an additional partner within the bid and that a SLA be entered into with all interested parties.

331/15-16. NATURAL ENGLAND – SWANSCOMBE MANAGEMENT PLAN.

Members agreed that the Town Council was keen to fulfil its management / maintenance responsibilities, most of which would be met by a volunteer wardening scheme. The RFO advised that details on other schemes had still not been received from Natural England and it was agreed that the RFO would contact Natural England again to chase this up. Members also requested clarification on the deadline for when the updated management plan would be ready and what would be expected from the Town Council as this had budgetary implications.

Recommended: That the RFO contact Natural England as detailed above.

332/15-16. FRIENDS OF SWANSCOMBE HERITAGE PARK (FOSHP) REPORT OF ACTIVITIES.

Members were provided with an update from Mrs Brenda Bobby regarding the Friends Group of activities undertaken since the last meeting. A successful Halloween party had recently been held. She also advised that dog walkers were picking up litter on the site. A deep litter pick was being planned and a date for this would be confirmed to the Town Council once known.

Recommended: That the report be noted.

333/15-16. HERITAGE PARK WEBSITE.

This item reminded everyone that any items to be included on the website needed to be forwarded to the RFO.

Recommended: That information from the British Museum, if received, be placed on the website.

334/15-16. ANY OTHER ITEMS RELATED TO THE HERITAGE PARK / SKULL SITE.

Liz Dyson advised that she would be working with GCLL to submit a small bid to the HLF to update the small display cabinet within The Swanscombe Centre.

335/15-16. DATE OF NEXT MEETING.

It was agreed that a meeting would be held to discuss and agree a SLA between all partner agencies for the HLF bid.

Recommended: That the next meeting be scheduled for 15 December 2015 at 10.00am

There being no further business to transact, the meeting closed at 2.00 pm.

Signed: _____ Date: _____
(Chairman)

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AGENDA ITEM 6.
Heritage 15/12/15

Dated 08th December 2015

Swanscombe & Greenhithe Town Council (G&STC)

- and -

The Groundwork South Trust Kent & Medway (GWS)

Walk Tall (WT)

Kent County Council (KCC)

Natural England (NE)

Collaboration Agreement

This Agreement dated the 08 day of December 2015 is made between

- (1) The Groundwork South Trust Limited of
Registered Office: Colne Valley Park Centre, Denham Court Drive, Denham, Uxbridge,
Middlesex UB9 5PG
Registered Company Number: 1982077
Registered Charity Number: 293705
("GWS")
- (2) Swanscombe & Greenhithe Town Council
Registered Office: Council Offices The Grove Kent DA10 0GA
- (3) Walk Tall
Registered Office: Lower Rd, Northfleet, Kent DA11 9BL
- (4) Kent County Council
Registered Office: County Hall, Maidstone ME14 1XQ
- (5) Natural England
Registered Office: 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green York YO1
7PX

(Together called , the **Parties**”).

This agreement sets out the basis on which the Groundwork South Trust Limited (GWS) (the coordinating partner) and the other partners are proposing to form a partnership to deliver, Swanscombe Heritage Park – Realising the potential Programme (the Programme) to the Heritage Lottery Fund (the “**Authority**”) under the “Heritage Grants Programme 2016-17” the details of which Programme are set out in the attached grant funding application for the “**Programme**”. It is expressly agreed that the entering into of this agreement does not constitute or create a legal partnership between the Parties and it is not the intention of the Parties to form or create another organisation, whether incorporated or unincorporated.

These terms are not exhaustive and are only intended to define the roles and responsibilities prior to the HLF Grant Programme being awarded. If the Parties to this agreement are successful in their application to HLF (Annexed) then a detailed agreement will be drafted.

1. The Collaboration Agreement

- 1.1 It is anticipated that S>C will enter into a binding agreement with the GWS (the “**Grant Funding Agreement**”) in respect of the Programme. S>C will be the first line recipient of the grant and will provide funding to other Parties to cover the activities and costs as agreed in Parties’ individual delivery plans (“the Individual Delivery Plans”) when these are produced.
- 1.2 The purpose of this agreement is to deliver Swanscombe Heritage Park improvement project benefitting the local community and improving biodiversity. The Programme will be based at the The Swanscombe Heritage Park, Swanscombe, and will deliver physical improvements in addition to developing environmental, and horticulture skills to the local community, and will involve training members of the community, to be able to assist with the management and future sustainability of the Heritage Park. The shared vision of the parties is to ensure that the outputs and outcomes for the project, such as physical improvements and empowerment of the local community respectively, are met and are in accordance with the relevant Party’s’ Individual Delivery Plan.
- 1.3 Each Party agrees to provide the services detailed in the relevant Party’s Individual Delivery Plan, with reasonable skill and care in accordance with generally recognised commercial practices and standards for similar services and in accordance with any further requirements contained in the Grant Funding Agreement.
- 1.4 S>C will not agree or enter into the Grant Funding Agreement nor agree to vary the same without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed). S>C appreciates that any specific terms received from HLF will need to be agreed by the parties, and will provide these to all parties if we are successful for review and signature as appropriate
- 1.5 For the avoidance of doubt, GWS does not have the authority to bind any of the other Parties or to impose any contractual obligation on any one or more of the other Party.

2. Commencement and duration

- 2.1 The Parties agree to implement and provide the Programme for a term reflecting that of the Grant Funding Agreement. It is understood by the parties to this agreement that the term is reliant upon the Grant Funding being awarded.

3. Management

The work undertaken under this agreement will be overseen by a Programme Management Board made up of representatives from each Party involved in the delivery of the project. Times and dates of meetings will be agreed by the Party

4 Payment to partners and accounting for project funding

- 4.1 Payments to Parties will be made by S>C in accordance with the relevant Individual Delivery Plans and subject to the relevant grant payment being received from the Authority.
- 4.2 It is anticipated that Parties will provide timely reports to S>C in order for it to meet reporting requirements to the Authority.
- 4.3.1 All Parties will keep and maintain separate records of grant monies received and dispersed. Accounting records shall include original invoices and receipts, whether in written or electronic form.
- 4.3.2 All Parties must retain all accounting records relating to grant funded activities for a period of at least 7 years from the date of funding.

5 Conditions

- 5.1 All Parties agree (unless the Party self-insures) to ensure that at all times, they have appropriate minimum levels of insurance cover; Employers Liability £5m per claim; Public Liability £5m per claim and Professional Indemnity £2m for any one claim.
 - 5.1.2 All Parties have a Health and Safety Policy that complies with current legislative requirements.
 - 5.1.3 This agreement can only be altered by the express agreement of all Parties
 - 5.1.4 If one of the existing Parties has to withdraw, subject to advice from the other Parties but for the final decision of the Programme management team:
 - A new Party will be selected to take over the work of the Partner that is no longer part of the partnership

6 Confidentiality

- 6.1 Each Party shall comply with the Data Protection Act 1998 (the "DPA")

7 Termination

- 7.1 This Agreement will terminate immediately upon termination of the Grant Funding Agreement.

8 General

8.1 Dispute Resolution:

- The Parties to this agreement shall use all reasonable endeavours to settle amicably, any disputes that arise during the duration of this agreement.

- Any dispute not capable of resolution by the Parties shall be settled by mediation in accordance with the Centre for Dispute Resolution Model Mediations Procedure.
- No litigation should proceed until the Parties agree that mediation has failed to provide a satisfactory resolution.
- Where one Party has failed to fulfil its terms of this agreement, and where this failure is capable of remedy, and the Party has failed to remedy the breach within 28 days of a written request, the Parties will move to the above dispute resolution processes.

8.2 Parties responsibilities:

8.2.1 The table below provides details of the roles and responsibilities of each of the Partner organisations.

Partner Role and Responsibilities		
	Role	Responsibilities
ALL PARTIES	<ul style="list-style-type: none"> - Carry out the work and the tasks allocated to them as set out in the grant application to the Heritage Lottery Fund and within agreed individual delivery plans 	<ul style="list-style-type: none"> - Carry out their outputs in accordance with the Programme and report to the Programme Management Board. - Undertake delivery of their Individual Delivery Plan when drafted and where possible meet all reporting deadlines. - Notify S&GTC in writing before changing any governance documents, transferring assets to or merging with any other body or changing ownership and key personnel involved in the delivery of the project. - Not sub-contract any works relating to the Individual Delivery Plans to third Partners without the express permission of the Programme Management Board (such permission not to be unreasonably withheld or delayed).
Groundwork South (GWS)	<ul style="list-style-type: none"> - Undertake the role of the coordinating partner on the funding bid application. - Coordinate all the Partners in order to 	<ul style="list-style-type: none"> - Coordinate the Parties to this Agreement. - Write and submit both stages of the funding bid. - Manage liaison with HLF, its appointed Grants Officer, and

	<p>fulfil the needs of the development and delivery phases of the funding bid.</p> <ul style="list-style-type: none"> - Undertake coordination of the delivery phase. 	<p>between HLF and the Parties.</p> <ul style="list-style-type: none"> - Coordinate the development phase of the project, second a Project Manager to manage the phase with responsibilities to develop the activity plan and manage the employment of consultants to carry out detailed design work. - Coordinate the delivery phase, including the recruitment of a Project Manager (Construction) and secondment of a Project Manager (Delivery). Undertake delivery of the Activity Plan and oversee the construction/restoration delivery with technical assistance from the other Parties and through the Project Management Board.
Natural England	<ul style="list-style-type: none"> - Undertake the role of the main technical lead on the project. - Assist with the development phase of the bid and associated documents required. - Natural England is responsible for the maintenance of the heritage resource in favourable condition within the skull site in accordance with a management plan specific to the NNR (currently under revision). 	<ul style="list-style-type: none"> - Provide technical assistance to the Parties within this agreement, and Contractors (if this is appropriate) including to the Programme Management Board and where necessary advising on matters such as the tenders etc. in relation to the funding bid, development and delivery of the Programme at Swanscombe Heritage Park. Additional surveys and design work as requested by the Programme Management Board to submit as part of the funding bid.
Land Securities	<ul style="list-style-type: none"> - As a landowner of part of the project area, provide full permission to the project works as detailed in the funding bid and provide ongoing support and commitment to the 	<ul style="list-style-type: none"> - Provide a detailed plan of the extent of land ownership and land registry details as required. - Provide a written agreement of support for the project, expressly stating long-term commitment to the sustainability of the project.

	project.	
Kent County Council	<ul style="list-style-type: none"> - As the Local Authority within which the project takes place, provide full support to the project. - Continue to ensure integration of the project in to key policies and plans. - Raise the profile of the project internally and externally. - Ensure that held developer contributions are available when required. 	<ul style="list-style-type: none"> - Ensure that the project profile is raised internally to Councillors, Senior Officers and to the local community. - Provide detail in regards to field survey and the condition assessment of the Skull site.
Walk Tall	<ul style="list-style-type: none"> - As delivery partner to GWS support the bid writing process 	<ul style="list-style-type: none"> - Still to be agreed with Walk Tall

This Collaboration Agreement is agreed on the date stated above.

Signed by:

Print name:

Duly authorised for and on behalf of **Swanscombe & Greenhithe Town Council**

Signed by:

Print name:

Duly authorised for and on behalf of **The Groundwork South Trust**

Signed by:

Print name:

Duly authorised for and on behalf of **Kent County Council**

Signed by:

Print name:

Duly authorised for and on behalf of **Walk Tall**

Signed by:

Print name:

duly authorised for and on behalf of **Natural England**