

## **Memorandum of Understanding between Petersfield Town Council and the Friends of Petersfield Heath.**

This Memorandum of Understanding (MoU) is made on (date) between Petersfield Town Council (PTC) and the Friends of Petersfield Heath (FoPH) for the purpose of co-operating to achieve various aims and objectives relating to the Petersfield Heath Management Plan 2017 (the Plan).

See also the Terms of Reference between PTC and FoPH.

PTC is the Trustee of The Heath and has final responsibility for the same. It is recognised that FoPH possess valuable knowledge and expertise, which, by the nature of the membership of FoPH, will vary from time to time. FoPH has previously made significant contributions towards the management of The Heath. Both parties agree to work together to enable PTC to implement the Heath Plan.

The MoU sets out the working framework for the two organisations.

**Obligations** – Both parties acknowledge that no contractual relationship is entered into, however they agree to collaboratively work together in a partnership, by means of the following:

**Co-operation** – activities and services provided for the implementation of the Heath Plan include, but are not limited to: FoPH – services to be rendered as per the Heath Plan including ecological advice, recommendations for changes to the Plan, the organisation and management of volunteer work parties.

PTC – services to be rendered as per the Heath Plan, including financial, administrative, managerial commitment, quotation and contractual work on the Heath and any other matter not specifically included within this MoU.

**Communication** – There will be a minimum of two formal meetings per year, which can include site walkabouts, between the parties to which the South Downs National Park Authority will also be invited. The purpose of the meetings will be to review progress against the Plan, provide updates on forthcoming work, agree schedules of work for FoPH to undertake, identify any extra work necessary outside of the Plan and consider any modifications that may be needed to the Plan (such modifications to the Plan would require formal approval from the Council). These meetings will include the Chairman of the Grounds Committee (PTC), the Chairman (FoPH) and responsible Councillors, officers and staff and up to a further two FoPH Committee members. In addition to these formal meetings the Senior Groundsman (PTC) and a representative from FoPH will hold informal meetings as mutually agreed.

In addition a representative from PTC will attend FoPH Committee meetings and a representative from FoPH will attend meetings of PTC's Grounds Committee: all meeting minutes will be shared. Use of the Council Chamber is provided free of charge until 9.00p.m. for the FoPH committee meetings. Additionally, use of the Rose Room is provided free of charge for the FoPH Annual General Meeting.

**Insurance** – FoPH can use PTC’s public liability insurance and personal accident insurance for their volunteers provided that the activities or work being undertaken by FoPH has been approved by the Town Clerk or deputy in advance, either through the annual approved work schedule or by specific request. If the number of volunteers to be operating at any one time exceeds 25 in number, this will also need approval in advance to ensure that the consent of the insurance company is obtained before the event.

**Resources** – resources needed to implement the Plan will be discussed between PTC and FoPH, including seeking expert advice or help, new project equipment or the application for grant-in-aid for aspects of implementing the Plan.

**Publicity** – releases to the media and other public relations work concerning implementation of the Plan should be consistent with the aims of the Plan. Neither organisation will either quote or commit the other unless specifically agreed in writing beforehand.

**Dispute resolution** – the nominated town councillor (PTC), Town Clerk (PTC), Chairman (FoPH) and Vice Chairman or Secretary (FoPH) will meet promptly to try to resolve any disagreement regarding the Plan, and if necessary invite a SDNPA representative. It is recognised that PTC as Trustee will have any final say.

**Term** – the arrangements made by the organisations above shall remain in place from .....2017 until .....2021. The term can be extended only by agreement of both organisations. Either Party can give 3 months notice to terminate this MoU.

**Understanding** – it is mutually understood by the organisations named in this MoU that:

- each organisation will work together in a co-ordinated manner to deliver elements of the Plan
- conduct business and communications between the parties in a professional manner
- the MoU does not restrict each organisation from participating in similar agreements with other public or private agencies, organisations or individuals or seeking any outside advice whatsoever.
- the MoU does not require the transfer of funds

Signed: (PTC)  
Date:

Signed: (FoPH)  
Date:

**Addendum to the Memorandum of Understanding  
Between the Petersfield Town Council (PTC) and the  
Friends of Petersfield Heath (FoPH)  
Dated XX/XX/XXXX**

In recognition of issues that have caused conflicting opinions between the PTC and the FoPH, mainly over the ecology and maintenance of The Heath, the following Addendum to the Memorandum of Understanding (dated June 8<sup>th</sup> 2017) has been agreed between the PTC and the FoPH:

- The FoPH recognise the PTC, as the Trustee of the Heath has final responsibility for the same and, should an issue arise between the two parties, the PTC will have the final say.
  - The PTC recognises the FoPH possess valuable knowledge and expertise and they provide significant and valued contributions towards the management of The Heath.
  - The PTC and the FoPH both recognise the Heath Management Plan is the principle authority regarding the maintenance, upkeep and management of Petersfield Heath and as such this document will be the final arbitrator for all parties.
  - Both parties agree to work together to enable the PTC to implement the Heath Plan (dated XX/XX/XXXX).
- It is therefore agreed that the PTC and the FoPH will abide by the following protocol in the event a disagreement should arise:
    1. The PTC Councillor representative and the Chair of the FoPH will together seek to resolve amicably any disagreement together having consulted whatever expertise is available to ensure a decision is based on current best practices and expertise.
    2. The resolution then agreed will be presented to the Grounds Committee of the PTC for final approval.
    3. Should the PTC Councillor representative and the Chair of the FoPH be unable to resolve a specific issue, both parties will agree to consult and seek advice from an appropriate third-party, such as the SDNPA and/or the Heath Management Plan. Both parties will agree to respect and carefully consider the advice received as well as each other's viewpoint before PTC makes a final decision on the way forward as Trustee of the Heath.

4. Item 3 above does not conflict with the agreed understanding that “the PTC will have the final say” as specified in the Memorandum of Understanding dated 8<sup>th</sup> June 2017.

This addendum is agreed by the Petersfield Town Council and the Friends of Petersfield Heath FoPH

Signed (PTC):  
Date:

Signed (FoPH):  
Date: