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**Memorandum of Understanding between
the Environment Agency, Chippenham Town Council and Wiltshire Council
regarding Chippenham River improvement Project**

This Memorandum of Understanding (MOU) is dated [DATE]

Between

(1) Environment Agency, whose principle office is Horizon House, Deanery Road, Bristol, BS1 5AH.

And

(2) Chippenham Town Council [address]

(3) Wiltshire Council of [Address]

("the Parties")

1. The Parties

The Parties to this Memorandum of Understanding are the Environment Agency, Chippenham Town Council and Wiltshire Council.

2. Strategic Context and Purpose

Having regard to their discrete responsibilities, the Parties recognise the role that the Chippenham River Improvements Project plays in reducing flood risk to people, property and infrastructure, improving the ecological and amenity value of the river corridors and enabling growth and regeneration in Chippenham ("the Project"). The Parties are all members of the Chippenham Town Centre Partnership Board, whose aim is to promote projects that will enhance the centre of Chippenham. Works along the River Avon are one of the key priorities of this group. The Parties have agreed to this Memorandum of Understanding (MOU) to guide the Parties' working together on the Project.

This MOU reflects the commitment of all Parties to work together and identifies the following aims:

- Reduce flood risk to Chippenham town centre and provide resilience/adaptive measures to climate change, whilst safeguarding and where practicable enhancing the ecological and amenity quality of the river corridor
- Assist in enabling town centre regeneration for economic benefit and maximise the quality of the resident and visitor experience to the town

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3. Approach

This MOU sets out the shared intent of the Parties to work together on the Chippenham River Improvements Project. An ongoing programme of engagement will be established to monitor the progress against the agreed aims and desired outcomes.

4. Guiding Principles

The Parties recognise that the Chippenham River Improvements project will be fundamental to the protection and enhancement of Chippenham town centre's urban and natural riparian environment. The Parties aim to:

- i. Collaborate on timescales, responsibilities and project management mechanisms
- ii. Produce and collaborate on relevant documentation on timescales with detail to allow decisions and progress to be made
- iii. Collaborating to define the scope of the project, balancing competing priorities and within boundaries of practical and financial constraints
- iv. establish effective and efficient means for communication and collaboration
- v. identify potential synergies from complementary interests and plan how best to exploit these
- vi. communicate openly, regularly and in a timely fashion with each other and our stakeholders
- vii. use best endeavours to see the project through to construction and delivery.

5. Objectives of the Project

The Parties wish to work together on the Project in order to reduce flood risk to people, property and infrastructure both now and in the future, improve the ecological and amenity value of the river corridors, and assisting in enabling growth and regeneration in Chippenham, and have therefore agreed to collaborate in delivering the Project.

The Chippenham River Improvement Project seeks to achieve the following objectives:

- Review and assess the condition of the structures which manage the water levels on the river Avon through Chippenham. The current mechanical structure is at the end of its operational life and the project seeks to identify a suitable approach to replace this structure. The project will utilise this opportunity to review the function of the structures managing the water level, and identify a preferred approach, endorsed by the Parties, which will continue to manage flood risk to people, property and infrastructure, whilst improving the ecological and amenity value.
- Investigate opportunities to improve the ecological and amenity value of the River Avon and adjacent land through the centre of Chippenham.
- Work with other stakeholders to ensure any improvement works link in with other objectives and strategic plans.

6. Project Governance

The Project will be delivered by a Project Team appointed by the Environment Agency on behalf of the Parties. The Project Team will be supported by the Project Steering Group and will report as necessary to the Executive Advisory Board. The project steering group will consist of key officers from each organisation, with one or two representatives each. These will be staff actively involved in the project on a day to day basis, and will include the Project Manager and Senior User from the Environment Agency. The Executive Advisory Board will have a single named representative from each organisation, which will be a senior leader. For the Environment Agency this will be the Area Flood Risk Manager. The Executive Advisory Board and Project Steering Group delegates the everyday running of the project to the Project Team.

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Role of the Project Steering Group

- The Project Steering Group monitor the overall progress of the Project against the objectives set out in this memorandum of understanding;
- On behalf of the Parties, define tolerances for changes to cost, programme or quality/scope under which the Project Team will deliver the project
- Agree programme, financial and scope changes to the project outside the tolerances set
- Help provide solutions to problems raised by the Project Team
- Members of the Project Steering Group act as the primary point of contact for their respective organisations
- Assist in finding further funding for the project should the project overspend
- Consider and approve publications in respect of the Project;
- Trust the project team to do their job;
- Report to the Executive Advisory Board on all relevant matters

Role of the Executive Advisory Board

The Executive Advisory Board has overall responsibility for the project. These responsibilities include:

- Represent the required organisations.
- Authorise the organisational strategic direction against which the project is to deliver.
- Resolve conflict between the Parties and third parties as appropriate
- Provide continued commitment and endorsement in support of the programme objectives at executive and communications events.
- Provide advice and support to the Project Steering Group, including escalated decision making

7. Funding/Risk of cost increases

The Parties will work together to ensure sufficient budget is available for the Project to be delivered. This will include identifying funding sources and submitting the necessary applications. As the lead delivery partner the Environment Agency will have overall responsibility for identifying and applying for this funding, with Wiltshire Council and Chippenham Town Council providing all necessary assistance.

Appropriate risk allowances shall be included at all stages in the project, with funding being sought for the costs including this risk allowance.

If there is a cost overrun beyond this risk allowance then all Parties will collaborate to agree the best way forward. This will focus initially on opportunities to reduce costs or revise the scope. If this cannot be achieved, then additional funding sources will be identified and applied for.

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As part of the production of the Full Business Case the Parties will produce a collaboration agreement that details the risk allocation to each organisation during construction. This will be based on detailed cost estimates and a jointly agreed risk register.

8. Status

Nothing in this MOU will be construed as creating a partnership or joint venture. No one Party shall represent itself as being the agent of the other Party and nor is any Party authorised to commit the other party to any arrangement with a third party.

This MoU is agreed in good faith by the Parties on the basis that it is a fair and honest statement of intentions. The Parties confirm that they do not intend by signing this MoU to enter into a legally binding relationship and in particular it has no validity as a binding contract under any law or legal system.

The officers below have agreed and signed the MoU on behalf of the Parties

Signatures:

SIGNED for and on behalf of the
Environment Agency

SIGNED for and on behalf of
Chippenham Town Council

.....
Emma Baker, Wessex Area Manager

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Dated

Dated

SIGNED for and on behalf of the
Wiltshire Council

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Dated