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Memorandum of Understanding between the Environment Agency, Chippenham Town Council and Wiltshire Council for the Chippenham River Improvement Project

This Memorandum of Understanding (MoU) is dated 18th March 2024

Between

- (1) **Environment Agency** whose principal office is at Horizon House, Deanery Road, Bristol, BS1 5AH
- (2) **Chippenham Town Council** of High Street, Chippenham, Wiltshire SN15 3ER
- (3) **Wiltshire Council** of County Hall, Bythesea Road, Trowbridge, Wiltshire BA14 8JN

“The **Parties** and each a **Party**”.

Strategic Context and Purpose

Having regard to their discrete responsibilities, the Parties recognise the role that the Chippenham River Improvements Project (“the Project”) plays in:

- a) Reducing flood risk to people, property, and infrastructure;
- b) Improving the ecological and amenity value of the river corridors; and
- c) Enabling growth and regeneration in Chippenham.

The Parties are 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 this Project.

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

- 1) 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; and
- 2) Assist in enabling Town Centre regeneration for economic benefit and to maximise the quality of the resident and visitor experience to the town.

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Approach

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

Guiding Principles

The Parties recognise that the 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 and work to timescales 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; and
- vii. Use best endeavours to see the project through to construction and delivery.

Objectives of the Project

The Project seeks to achieve the following objectives:

- 1) 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.
- 2) 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.
- 3) Assist in enabling Town Centre regeneration for economic benefit and to maximise the quality of the resident and visitor experience to the town.
- 4) Work with other stakeholders to ensure any improvement works link in with other objectives and strategic plans.

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

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consist of key officers from each Party, with one / two representatives from each Party. There 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 Party, who will be senior leaders. For the Environment Agency, this will be the Area Flood Risk Manager. The Executive Advisory Board and Project Steering Group will delegate the everyday running of the project to the Project Team.

Role of the Project Steering Group

The Project Steering Group monitor the overall progress of the Project against the objectives set out in this MoU.

- 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 Party;
- Assist in finding further funding for the Project should there be a project overspend;
- Consider and approve publications in respect of the Project;
- Trust the Project Team to carry out their role; and
- Report to the Executive Advisory Board on all relevant matters.

Role of the Executive Advisory Board

The Executive Advisory Board have overall responsibility for the Project. These responsibilities include:

- Represent the Parties;
- 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; and
- Provide advice and support to the Project Steering Group, including escalated decision making.

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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 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 an overspend beyond this risk allowance, then the 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.

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

Term and Termination

This MoU shall commence on the date of signature of the Parties and shall expire on completion of the Project.

Should Wiltshire Council or Chippenham Town Council feel that the Project is not progressing, it may withdraw its support by giving written notice to the Environment Agency and the other Party.

Status

This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into this MoU intending to honour their obligations.

Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any of the Parties as the agent of the other Parties, nor authorise the Parties to make or enter into any commitments on behalf of the other Parties.

Governing Law and Jurisdiction

This MoU shall be governed by and construed in accordance with English and Welsh law and, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

The officers below have agreed and signed the MoU on behalf their respective organisation.



**CHIPPENHAM
TOWN COUNCIL**
Improving the quality of town life



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SIGNED for and on behalf of the
Environment Agency

.....
Ian Withers, Wessex Area Director

Dated

SIGNED for and on behalf of Chippenham Town Council

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Dated

SIGNED for and on behalf of the
Wiltshire Council

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Dated