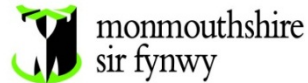


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Neuadd Y Sir
Y Rhadyr
Brynbuga
NP15 1GA

Dydd Mawrth, 14 Mai 2019

Annwyl Cynghorydd

PENDERFYNIADIAU AELOD CABINET UNIGOL

Hysbysir drwy hyn y caiff y penderfyniadau dilynol a wnaed gan aelod o'r cabinet eu gwneud **Dydd Mercher, 22ain Mai, 2019**,.

AGENDA

1. YMDDANGOSIAD AWDURDODAU LLEOL MEWN ACHOSION CYFREITHIOL

CABINET MEMBER: County Councillor P Jordan

AUTHOR: Matt Phillips
Head of Law and Monitoring Officer
Tel: 01633 644064
matthewphillips@monmouthshire.gov.uk

2. CYLLID GALLUOGI ADNODDAU NATURIOL A LLESIANT YNG NGHYMRU A'R RHAGLEN DA CYMUNEDAU GWLEDIG: PARTNERIAETH GRID GWYRDD GWENT

CABINET MEMBER: County Councillor RJW Greenland

AUTHOR: Matthew Lewis, Green Infrastructure & Countryside Manager
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3. GWAHARDDIAD AROS ARFAETHEDIG AR ADEGAU PENODEDIG YN UNIG, LLE'R GOLCHDY

CABINET MEMBER: County Councillor S B Jones

AUTHOR: Paul Keeble Group Engineer (Highway & Flood Management)

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4. GWAHARDDIAD AROS AR UNRHYW ADEG, FFORDD Y DRENEWYDD, PENPERLLENNI

CABINET MEMBER: County Councillor S B Jones

AUTHOR: Paul Keeble Group Engineer (Highway & Flood Management)

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5. CYTUNDEB SWTRA - LLOFNODI A GOSOD SÊL

CABINET MEMBER: County Councillor S B Jones

AUTHOR: AUTHOR: Roger Hoggins, Head of Operations

CONTACT DETAILS:

Tel: 01633 644133

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Yr eiddwch yn gywir,

**Paul Matthews
Prif Weithredwr**

PORTFFOLIOS CABINET

Cynghorydd Sir	Maes Cyfrifoldeb	Gwaith Partneriaeth ac Allanol	Ward
P.A. Fox (Arweinydd)	Strategaeth a Chyfeiriad Awdurdod Cyfan CCR Cyd Gabinet a Datblygu Rhanbarthol; Trosolwg Sefydliad; Gweithio Rhanbarthol; Cysylltiadau Llywodraeth; Bwrdd Gwasanaethau Cyhoeddus; WLGA	Cyngor WLGA WLGA Bwrdd Cydlynu Gwasanaethau Cyhoeddus	Porthysgewin
R.J.W. Greenland (Dirprwy Arweinydd)	Menter Cynllunio Defnydd Tir; Datblygu Economaidd; Twristiaeth; Rheoli Datblygu; Rheoli Adeiladu; Tai a Digartrefedd; Hamdden; Ieuencid; Addysg Oedolion; Addysg Awyr Agored; Hybiau Cymunedol; Gwasanaethau Diwylliannol	Cyngor WLGA Twristiaeth Rhanbarth y Brifddinas	Devauden
P. Jordan	Llywodraethiant Cefnogaeth y Cyngor a Phenderfyniadau Gweithrediaeth; Craffu; Safonau Pwyllgor Rheoleiddiol; Llywodraethiant Cymunedol; Cefnogaeth Aelodaeth; Etholiadau; Hyrwyddo Democratiaeth ac Ymgysylltu: Y Gyfraith; Moeseg a Safonau; Perfformiad Awdurdod Cyfan; Cynllunio a Gwerthuso Gwasanaeth Awdurdod Cyfan; Cydlynu Corff Rheoleiddiol		Cantref
R. John	Plant a Phobl Ifanc Safonau Ysgolion; Gwella Ysgolion; Llywodraethiant Ysgolion; Trosolwg EAS; Blynyddoedd Cynnar; Anghenion Dysgu Ychwanegol; Cynhwysiant; Cwricwlwm Estynedig; Derbyniadau; Dalgylchoedd; Cynnig Ôl-16; Cydlynu gyda Choleg Gwent.	Cyd Grŵp Addysg (EAS) CBAC	Llanfihangel Troddi
P. Jones	Gofal Cymdeithasol, Diogelu ac Iechyd Plant; Oedolion; Maethu a Mabwysiadu; Gwasanaeth Troseddu Ieuencid; Cefnogi Pobl; Diogelu Awdurdod Cyfan (Plant ac Oedolion); Anableddau; Iechyd Meddwl; Iechyd Cyhoeddus; Cydlynu Iechyd.		Rhaglan
P. Murphy	Adnoddau Cyllid; Technoleg Gwybodaeth (SRS); Adnoddau Dynol; Hyfforddiant; Iechyd a Diogelwch; Cynllunio Argyfwng; Caffaeliad; Archwilio; Tir ac Adeiladau (yn cynnwys Stadau, Mynwentydd, Rhandiroedd, Ffermydd); Cynnal a Chadw Eiddo; Swyddfa Ddigidol; Swyddfa Fasnachol	Consortium Prynu Prosiect Gwyrdd Cymru	Caerwent

S.B. Jones	Gweithrediadau Sir Cynnal a Chadw Priffyrdd, Rheoli Trafnidiaeth, Traffig a Rhwydwaith, Rheolaeth Stad; Gwastraff yn cynnwys Ailgylchu; Cyfleusterau Cyhoeddus; Meysydd Parcio; Parciau a Gofodau Agored; Glanhau; Cefn Gwlad; Tirluniau a Bioamrywiaeth; Risg Llifogydd.	SEWTA Prosiect Gwyrdd	Goetre Fawr
S. Jones	Cyfiawnder Cymdeithasol a Datblygu Cymunedol Ymgysylltu â'r Gymuned; Amddifadedd ar Arwahanrwydd; Diogelwch y Gymuned; Cydlyniaeth Gymdeithasol; Tlodi; Cydraddoldeb; Amrywiaeth; Y Gymraeg; Cysylltiadau Cyhoeddus; Safonau Masnach; Iechyd yr Amgylchedd; Trwyddedu; Cyfathrebu		Llanofar

Nodau a Gwerthoedd Cyngor Sir Fynwy

Ein diben

Adeiladu Cymunedau Cynaliadwy a Chydnerth

Amcanion y gweithiwn tuag atynt

- Rhoi'r dechrau gorau posibl mewn bywyd i bobl
- Sir lewyrchus a chysylltiedig
- Cynyddu i'r eithaf botensial yr amgylchedd naturiol ac adeiledig
- Llesiant gydol oes
- Cyngor gyda ffocws ar y dyfodol

Ein Gwerthoedd

Bod yn agored. Rydym yn agored ac yn onest. Mae pobl yn cael cyfle i gymryd rhan mewn penderfyniadau sy'n effeithio arnynt, dweud beth sy'n bwysig iddynt a gwneud pethau drostynt eu hunain/eu cymunedau. Os na allwn wneud rhywbeth i helpu, byddwn yn dweud hynny; os bydd yn cymryd peth amser i gael yr ateb, byddwn yn esbonio pam; os na allwn ateb yn syth, byddwn yn ceisio eich cysylltu gyda'r bobl a all helpu - mae adeiladu ymddiriedaeth ac ymgysylltu yn sylfaen allweddol.

Tegwch. Darparwn gyfleoedd teg, i helpu pobl a chymunedau i ffynnu. Os nad yw rhywbeth yn ymddangos yn deg, byddwn yn gwranddo ac yn esbonio pam. Byddwn bob amser yn ceisio trin pawb yn deg ac yn gyson. Ni allwn wneud pawb yn hapus bob amser, ond byddwn yn ymrwymo i wrando ac esbonio pam y gwnaethom weithredu fel y gwnaethom.

Hyblygrwydd. Byddwn yn parhau i newid a bod yn hyblyg i alluogi cyflwyno'r gwasanaethau mwyaf effeithlon ac effeithiol. Mae hyn yn golygu ymrwymiad gwirioneddol i weithio gyda phawb i groesawu ffyrdd newydd o weithio.

Gwaith Tîm. Byddwn yn gweithio gyda chi a'n partneriaid i gefnogi ac ysbrydoli pawb i gymryd rhan fel y gallwn gyflawni pethau gwych gyda'n gilydd. Nid ydym yn gweld ein hunain fel 'trefnwyr' neu ddatrys-wyr problemau, ond gwnawn y gorau o syniadau, asedau ac adnoddau sydd ar gael i wneud yn siŵr ein bod yn gwneud y pethau sy'n cael yr effaith mwyaf cadarnhaol ar ein pobl a lleoedd.

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SUBJECT: Appearance of local authorities in legal proceedings
MEETING: Individual Cabinet Member Decision – Cllr Paul Jordan
DATE: 22 May 2019
DIVISION/WARDS AFFECTED: All

1. PURPOSE

- 1.1 To authorise an Officer to appear on behalf of Monmouthshire County Council in the Magistrates' Court.

2. RECOMMENDATIONS

- 2.1 To authorise Claire Williams, Legal Executive in Legal Services, to appear in the Magistrates' Court on behalf of Monmouthshire County Council to prosecute or defend matters, or as required, in accordance with Section 223 of the Local Government Act 1972.

3. KEY ISSUES

- 3.1 Any advocate appearing in a civil or criminal court for a hearing or trial must have a right of audience. A right of audience is the right to appear before and address a court, including the right to call and examine witnesses.
- 3.2 Solicitors and Barristers, regulated by the Law Society and the General Council of the Bar respectively, have rights of audience for all proceedings in the Magistrates' Courts. Section 222 of the Local Government Act permits Local Authorities to prosecute or defend, appear in or institute any legal proceedings and s233 permits Local Authorities to be represented in the Magistrates' Courts by officers of the local authority who are not qualified barristers or solicitors. The power to authorise such an officer lies with the Executive.
- 3.3 Claire Williams is a Chartered Legal Executive Lawyer and has conducted and advised on legal matters on behalf of Monmouthshire County Council for 9 years. Following the recent restructure it has become necessary for Claire to appear in the Magistrates' Court on a variety of matters in order to further build resilience and flexibility across the department, and continue to develop training and experience therein.
- 3.4 This authorisation is strongly supported by Matt Phillips, the Head of Law, and Caryl Gray, the Head of Litigation and Family Law.

4. EQUALITY AND FUTURE GENERATIONS EVALUATION (INCLUDES SOCIAL JUSTICE, SAFEGUARDING AND CORPORATE PARENTING):

- 4.1 Court work has the ability to cover a wide range of matters across the Council's business and so may impact a number of areas. However, no specific impact is predicted as the work is already being conducted, this is simply an authorisation for a further person to be involved.

5. OPTIONS APPRAISAL

- 5.1 The only alternative is to do nothing but this would not satisfy the aim of improving resilience across the department and training and developing those within it.

6. RESOURCE IMPLICATIONS

- 6.1 This decision has the potential to reduce costs by improving the legal department's ability to deal with matters in Court, building resilience for matters that cannot be dealt with by a currently authorised lawyer and therefore potentially reducing cost through the ability to avoid instructing external legal attendees for Court.

7. CONSULTEES:

SLT

Matt Phillips
Head of Law and Monitoring Officer
matthewphillips@monmouthshire.gov.uk

SUBJECT: Enabling Natural Resources & Well-being in Wales (ENRaW) Funding and Rural Communities, Rural Development Programme: Gwent Green Grid Partnership; Fixed Term Appointments

MEETING: Individual Cabinet Member Decision

DATE: 22 May 2019

DIVISION/WARDS AFFECTED: Not Applicable

1. PURPOSE:

- 1.1 To inform members of significant additional funding being made available to support the Gwent Green Grid Partnership (GGGP) to deliver a collaborative framework for Green Infrastructure management across Gwent for which MCC is the lead partner and to approve the creation of new posts to deliver the 3 year programme.

2. RECOMMENDATIONS:

- 2.1 To welcome the ENRaW and RDP funding for 2019 to 2022 to support the Gwent Green Grid Partnership to deliver a collaborative framework for Green Infrastructure management across Gwent and to support the associated Resilient Greater Gwent programme
- 2.2 To approve the creation of three new posts based within the Green Infrastructure and Countryside team; GGGP Collaboration Manager; Wellbeing Officer, and Finance Officer (0.5FTE)
- 2.3 To approve the creation of two new posts based within the Rural Programmes team; Nature Isn't Neat Coordinator (0.5FTE) and Nature Isn't Neat Implementation Officer
- 2.4 To note there are no additional revenue costs for the Authority from the creation of the additional posts. All activity will be funded through ENRaW and RDP funding with non cash match funding. Contracts will fall in line with the confirmed duration of the funding and not commence until the due diligence and eligibility checks are completed.

3. KEY ISSUES:

- 3.1 Welsh Government has provided "proceed at risk" approval in respect of linked collaborative bids: the Gwent Green Grid Partnership has a total value of £2.2M, with grant aid of £1.8M (with 20% in kind match funding) over 3 years (led by MCC) plus a further £562K to support biodiversity and resilient ecological networks under the Resilient Greater Gwent bid (led by Blaenau Gwent CBC). Delivery plans have now been submitted to Welsh Government for final approval.
- 3.2 The Gwent Green Grid submission is to deliver a consistent approach to Green Infrastructure management across Gwent and a collaborative framework for co-productive

development and delivery of the SE Wales Area Statement. It will act as a key delivery mechanism that enables strategic planning , ecosystem service assessment and planning, eco-connectivity and mechanisms that create healthier citizens, stimulates business opportunities and provides community benefits (cohesion, skills development and volunteering).

- 3.3 The core partners are Monmouthshire, Torfaen, Caerphilly, Blaenau Gwent and Newport Councils, NRW and Aneurin Bevan Health Board, working with Groundwork Wales, Keep Wales Tidy, Gwent Wildlife Trust, Dwr Cymru Welsh Water, Severn Wye Energy Agency, Bumblebee Conservation, Butterfly Conservation, GAVO, SEWBREC, Woodland Trust, Forest Research, Valleys Regional Park Team, Local Access Forums, Local Nature Partnerships and Wales Pollinator Taskforce.
- 3.4 The programme will be coordinated by a GGGP Collaboration Manager, with the support of a part time Finance Officer, hosted by MCC. It includes the following individual project streams:
- 1) GGG (MCC lead) - develop an overarching Gwent policy framework comprising; common GI vision and regional dataset, priorities, working themes; Regional Health Impact Assessment and Mental Well-being Impact Assessment. Appropriate partnership and delivery networks that support collaborative ways of working.
 - 2) Gwent Strategic Access Plan (TCBC lead) - a plan identifying missing links in the access network regionally and locally, develop a ranger training scheme and implement and deliver access projects in the region.
 - 3) Gwent i-Tree Eco Study (NCC lead) – Use of i-Tree Eco technology within pilot areas of high pollution in Gwent to inform effective GI policy and management decisions, particularly with regard to trees. Focus areas include settlements along the M4 corridor / Severnside.
 - 4) Gwent GI Projects (CCBC lead) - To enhance GI according to priorities identified through: the GGG framework, (informed by the Access plan, i- Tree Eco Study Pollinators project and the Greater Gwent Biodiversity Resilient projects) and local GI strategies whilst working with communities, seeking improvements across Gwent in green spaces, urban parks, country parks, along cycleways, PROWs, woodlands, and other land owned and managed by partner organisations, private businesses and individuals where feasible.
 - 5) Pollinator Friendly Gwent (MCC lead) - GI enhanced for pollinators to promote resilient ecological networks across south east Wales. Community ownership and empowerment regarding declining pollinators, acted upon and shared with others by extending the current MCC focussed RDP Nature Isn't Neat project, through the appointment of a Nature Isn't Neat Coordinator (0.5FTE) and a Nature Isn't Neat Implementation Officer.
- 3.5 The associated Resilient Greater Gwent programme work stream will create an evidence-based strategic plan to direct nature recovery action in Greater Gwent to support biodiversity and resilient ecological networks. The programme will support community and place based approach, with a focus on behaviour change and empowering communities through a Wellbeing Officer, who will be hosted by MCC with the core project team. Additional delivery capacity will be created with an Access Officer, based with BGBC;

Trainee Wardens, based with Torfaen CBC and a Regional Health Coordinator based with Caerphilly CBC.

4. EQUALITY AND FUTURE GENERATIONS EVALUATION (INCLUDES SOCIAL JUSTICE, SAFEGUARDING AND CORPORATE PARENTING):

4.1 The programme will develop regional and local collaborative working to deliver a consistent approach to Green Infrastructure management across Gwent and establish co-productive development and delivery of the SE Wales Area Statement. As such it is long term and collaborative. The programme of works will improve the health and well-being and resilience of communities, natural resources and ecosystems. This will improve overall resilience and sustainable development within the South East Wales region. The programme contributes across well-being goals and applies the principles of the Sustainable Management of Natural Resources (SMNR). The programme provides a number of opportunities for people to learn in, about and enjoy the natural environment by supporting volunteering and encouraging skills development. (See Appendix 1)

5. OPTIONS APPRAISAL

Option	Benefits	Risks	Comments
Do Nothing	<ul style="list-style-type: none"> None identified 	<ul style="list-style-type: none"> No access to grant, resulting in loss of grant as previous programmes now incorporated within ENRaW Undermine partnership Makes it difficult to progress the acknowledged priority areas from regional well being assessments / objectives 	Additional staff capacity is essential to deliver the collaborative agenda
Deliver the ENRaW programme	<ul style="list-style-type: none"> Supports existing relationships and partnership work Maintains potential access to future funding Progresses the acknowledged priority areas from regional well being assessments / objectives 	<ul style="list-style-type: none"> Partners do not engage sufficiently (being addressed through a formal agreement) 	Supports the most effective collaborative approach

6. EVALUATION CRITERIA

6.1 Outputs, outcomes and associated benefits, metrics and a monitoring and evaluation plan are identified in the delivery plans and will be agreed with Welsh Government prior to the commencement of programme delivery.

7. REASONS:

- 7.1 Public Services Boards across Gwent are working together on a series of priorities that have been developed on a regional basis by the Gwent Strategic Well-being Assessment Group, as part of the Local Well-being Planning process (including reflecting the Monmouthshire wellbeing objective to maximise the potential of the natural and built environment). The agreed priorities include delivery of the Gwent Green Grid and the opportunity arose to bid as a result of the new Welsh Government funding stream, which has combined previous grant programmes. The collaborative framework is intended to deliver the programme in the most efficient and sustainable way for communities across Gwent

8. RESOURCE IMPLICATIONS:

- 8.1 Delivery of the programme will require five additional members of staff. Three new posts based within the Green Infrastructure and Countryside team; GGGP Collaboration Manager (subject to JE Band I); Wellbeing Officer (subject to JE Band G), and Finance Officer (subject to JE Band D) (0.5FTE) and two new posts based within the Rural Programmes team; Nature Isn't Neat Coordinator (subject to JE Band G) (0.5FTE), Nature Isn't Neat Implementation Officer (subject to JE Band F). Outline role responsibilities are appended (Appendix 2) and job descriptions are under development with the delivery partners
- 7.3 All activity will be funded through ENRaW and RDP funding with non cash match funding. Contracts will fall in line with the confirmed duration of the funding and not commence until final approval is given. A partnership agreement will ensure the grant obligations are passed on to the delivery partners. There is the potential for redundancy costs at the end of the programme should follow on funding not be available but these cannot be estimated at this stage. Measures to reduce this risk will be explored as discussions are on going with Welsh Government and partners.

9. CONSULTEES:

SLT
Enterprise DMT
Cabinet member for TLCY
Head of TLCY

10. BACKGROUND PAPERS:

Appendix 1: Equality and Future Generations Evaluation
Appendix 2: Post Roles and Responsibilities
Appendix 3: Lines of reporting

11. AUTHOR & CONTACT DETAIL:

Matthew Lewis, Green Infrastructure & Countryside Manager
01633 644855 matthewlewis@monmouthshire.gov.uk

Appendix 2

Role of Posts

Full job descriptions are to be developed. The table below outlines the roles and responsibilities:

	Post	Role & Responsibilities
GGGP Team(based in MCC working across Gwent) Page 7	GGGP Collaboration Manager (FTE 1)	<ul style="list-style-type: none"> ○ Coordination and oversight of the overall programme of projects – ensuring they deliver on time, within scope and within budget ○ Budget setting and monitoring for both Projects and overall Programme ○ Develop monitor and amend an annual work programme and associated budget for presentation to the Delivery Group and Board ○ Responsibility for delivery of policy framework /GI Strategy/Area Statement Co-production ○ Oversee monitoring & evaluation ○ Coordination/ delivery and oversight of Communications strategy ○ Delivery of Legacy Plan ○ Reporting to Delivery Group /Partnership Board/ G10 ○ Delivery and oversight of the risk register ○ Responsible for preparation of reporting to WG
	Behaviour Change for Well-being officer (FTE 1)	<ul style="list-style-type: none"> ○ Responsibility for delivery of Monitoring & Evaluation Framework including: ○ Development of health and well-being monitoring in Gwent including HIA & MWIA ○ Development of Ecosystem Restoration & Resilience monitoring in Gwent ○ Support the delivery Legacy Plan ○ Support the delivery of risk register ○ Support the delivery of communication strategy <p>Note this post is funded through the Resilient Greater Gwent Bid but included here for clarity of the cross collaboration.</p>
	Finance Officer (FTE 0.5)	<ul style="list-style-type: none"> ○ To provide comprehensive & administration support ○ To manage financial procedures raising purchase orders, processing invoices, monitoring transaction reports and raising income notifications ○ Collation of partner claim forms and other supporting documents to ensure timely submission of financial claims to ○ To support the Collaboration Manager by collating and filing the key reporting documents needed to monitor the programme (highlight reports, output data sheets, budget trackers)

		<ul style="list-style-type: none"> ○ To assist with arrangements for Partnership governance meetings
MCC	Nature Isn't Neat Coordinator (FTE 0.5)	<ul style="list-style-type: none"> ○ To coordinate a Nature Isn't Neat (NiN) project across the SE Wales area ○ Establish a pollinator forum for Gwent to ensure sharing of best practice ○ Support the delivery of pollinator policies or similar for Public Bodies ○ Develop partnerships with local interest groups ○ Development of a work programme ○
	Nature Isn't Neat Implementation Officer (FTE 1)	<ul style="list-style-type: none"> ○ To deliver the practical actions of a Nature Isn't Neat project across the SE Wales area ○ Provide support to the NiN Coordinator ○ To identify and support the delivery of actions that individuals and other stakeholders can adopt to help reverse the decline of pollinators

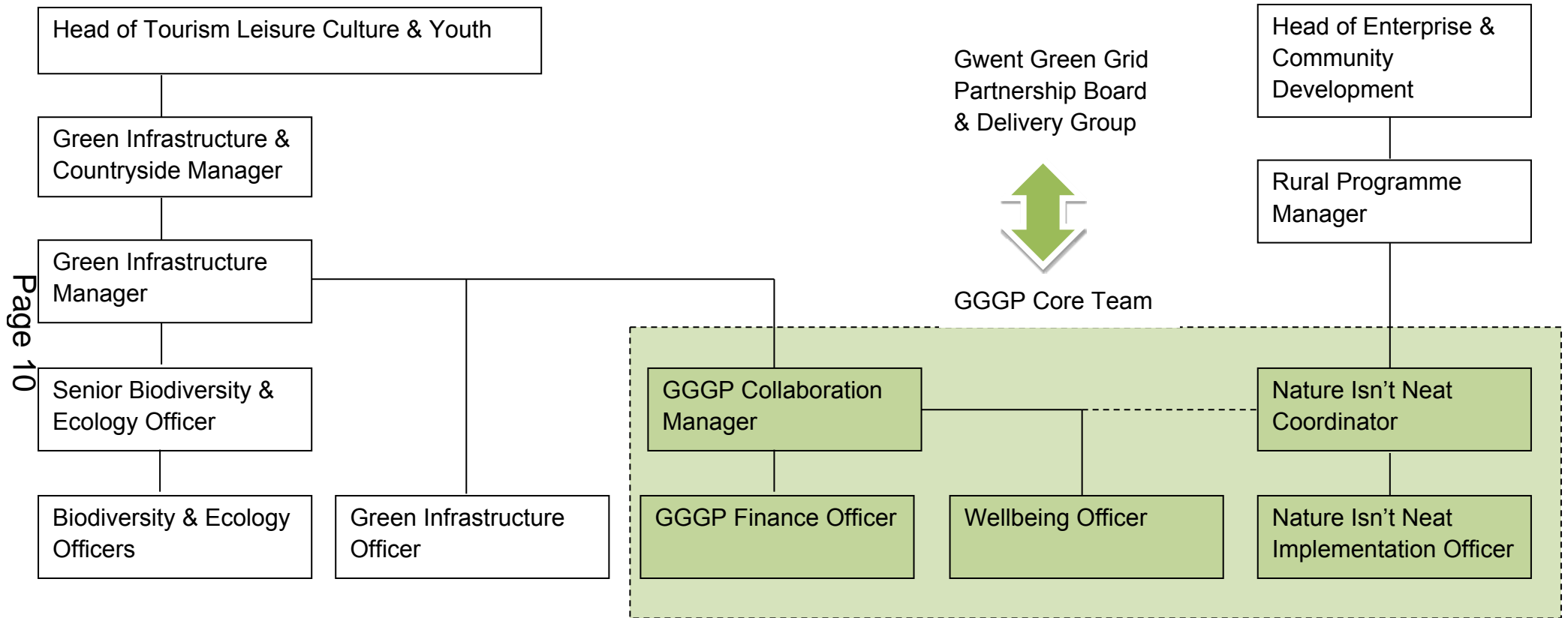
Supported by the following posts hosted and employed by partners:

Page 8	BGCBC	<i>Access Officer (1)</i>	<ul style="list-style-type: none"> ○ <i>To ensure a coordinated approach to access delivery including Public Rights of Way, Active Travel, sustainable transport delivery and access to green network sites.</i> ○ <i>To establish a Gwent Access Forum and provide the Chair for the group to ensure the sharing of best practice collaboration and review the status of ROWIPs across Gwent.</i> ○ <i>To develop a local work program for access improvements</i> ○ <i>Support the delivery of access improvement projects within budgetary constraints to maximise the public use of sustainable transport networks for Health and Wellbeing benefits.</i> ○ <i>Develop a local network of voluntary action for access improvements.</i>
	TCBC	<i>Trainee wardens (x4)</i>	<ul style="list-style-type: none"> ○ <i>Undertaking seasonal countryside management work to the required standard set by Trainee Co-ordinator</i> ○ <i>Working effectively as part of a team to deliver the above</i> ○ <i>Completion of the objectives and tasks as specified in an Individual Training Plan to be agreed with the Trainee Co-ordinator</i> ○ <i>Undertaking appropriate training to improve skills and knowledge in relation to practical countryside management.</i> ○ <i>Registration and commitment to completing formal qualification</i> ○ <i>Be accountable for your own development by undertaking and completing the project's reviewing and reporting procedures</i> ○ <i>Completing the placement satisfactorily with a view to increasing employability</i> ○ <i>To work with the Training Co-ordinator to implement and complete cross boundary projects</i> ○ <i>To participate in improving opportunities and facilities for leisure, recreation and green transport network</i>

CCBC	<i>Regional health coordinator (1)</i>	<ul style="list-style-type: none">○ <i>Work in partnership with Aneurin Bevan Health Board including Public Health Wales</i>○ <i>Encourage the use of Green Infrastructure for mental and physical health and well-being benefits</i>○ <i>Develop and implement a work programme across the whole region</i>○ <i>Target health related groups and hard to reach communities</i>○ <i>Monitor and evaluate the work programme continually throughout the project</i>○ <i>Develop training programme for volunteers</i>○ <i>Develop health initiatives particularly for country parks</i>
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Appendix 3

Proposed Lines of reporting



Future Generations Evaluation

(includes Equalities and Sustainability Impact Assessments)

<p>Name of the Officer completing the evaluation</p> <p>Matthew Lewis Green Infrastructure & Countryside Manager</p> <p>Phone no: 01633 644855 E-mail: matthewlewis@monmouthshire.gov.uk</p>	<p>Please give a brief description of the aims of the proposal</p> <p>Enabling Natural Resources & Well-being in Wales (ENRaW) Funding and Rural Communities, Rural Development Programme: Gwent Green Grid Partnership (GGGP)</p>
<p>Name of Service</p> <p>Tourism, Leisure, Culture & Youth</p>	<p>Date Future Generations Evaluation form completed</p> <p>24 April 2019</p>

Does your proposal deliver any of the well-being goals below? Please explain the impact (positive and negative) you expect, together with suggestions of how to mitigate negative impacts or better contribute to the goal.

Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
<p>A prosperous Wales Efficient use of resources, skilled, educated people, generates wealth, provides jobs</p>	<p>The GGGP will support a climate resilient Gwent, providing multiple opportunities for access to quality greenspaces supporting healthy behaviours in visitors and residents alike. This will help shape a low carbon business sector, support local supply chains and facilitate green growth. It will connect local business, third sector, training and education bodies to work together to shape a greener Gwent, developing the required skills to maintain greenspaces in the long term. Encouraging healthy lifestyles will reduce the burden on high cost healthcare services long into the future.</p>	<p>Strategic collaboration will allow public bodies to share resources and reduce costs, through co-production and delivery.</p>
<p>A resilient Wales Maintain and enhance biodiversity and ecosystems that support resilience and can adapt to change (e.g. climate</p>	<p>Partners will identify local opportunities for built and natural protected sites contributing to the resilience of wider priority habitat networks. Projects will create and better manage species rich</p>	<p>The GGGP delivery is fully integrated with the associated Resilient Greater Gwent programme to deliver a collaborative framework for Green Infrastructure management across Gwent.</p>



Appendix 1

Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
change)	grassland, woodland, identify hedgerow and boundary improvements, whilst supporting habitat restoration and positive management for pollinators. We will improve eco-connectivity and ecosystem resilience between sites and across boundaries. Unsustainable policies and practices that undermine ecosystem resilience will be identified and demonstrator projects used to promote new approaches.	
<p>A healthier Wales People's physical and mental wellbeing is maximized and health impacts are understood</p> <p>Page 12</p>	Activities will lead to increased well-connected accessible green spaces, encouraging healthy lifestyles and delivering wider ecosystem services (recreational opportunities, improved air quality, noise reduction, shelter and improved water quality). Working directly with land managers, health professionals and behaviour change practitioners will ensure residents benefit fully from the well-being opportunities provided by high quality well connected outdoor environments.	This will be supported by an officer employed by the Health Board to deliver social prescribing and a well-being officer delivering wider health opportunities through a HIA and MWIA for Gwent (as part of the Resilient Greater Gwent programme).
<p>A Wales of cohesive communities Communities are attractive, viable, safe and well connected</p>	The GGG projects will see an increase in new and collaborative ways of working at a regional and local level, with local engagement and volunteering through multiple projects leading to increased use of green space by whole communities and local ownership of spaces supporting friends groups and volunteers.	
<p>A globally responsible Wales Taking account of impact on global well-being when considering local social, economic and environmental wellbeing</p>	GGGP projects will engage with key issues such as climate change mitigation actively seeking to tackle a range of issues such as flooding, carbon emissions and air pollution through appropriate improvement and management of green space and large trees to absorb heavy rainfall, provide clean air solutions, store surface water through SUDs and save energy.	
<p>A Wales of vibrant culture and thriving Welsh language</p>	In SE Wales, we have a vibrant history of engaging with the natural resources in the area. The GGG	




Appendix 1

Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
Culture, heritage and Welsh language are promoted and protected. People are encouraged to do sport, art and recreation	projects have been designed to help facilitate an ongoing sustainable relationship with natural resources, so the benefits they provide continue to be a fundamental part of the culture of current and future generations.	
A more equal Wales People can fulfil their potential no matter what their background or circumstances	The project will help reduce inequality by encouraging engagement and participation in the planning, delivery and use of GI to create an enhanced perception of the region as an attractive place to live work and visit.	

2. How has your proposal embedded and prioritised the sustainable governance principles in its development?

Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
<p>Page 13</p>  <p>Long-term</p> <p>Balancing short term need with long term and planning for the future</p>	The programme is set in a long-term context. Improved access to green spaces, habitat management, tree planting and education programmes are all intended to have long-term impacts. As part of the GGGP framework a legacy plan will form the exit strategy which will seek to build upon the findings of the proposed strategies, projects and community consultations.	Monitoring information will be collated through evaluation assessment to determine the success of the scheme and then develop into a robust forward plan embracing Area Statements, well-being plans and other collaborations to ensure its longevity for the future. It will set out partner commitments going forward.
 <p>Collaboration</p> <p>Working together with other partners to deliver objectives</p>	Collaboration has been central to the development of many aspects of this programme and is a fundamental in its delivery. By working closely with stakeholders we can improve the resilience of our communities and ecosystems. This supports the delivery of their climate change strategy ensuring that environmental adaptation is embedded in all areas of green infrastructure improvements	Partnership and governance includes the establishment of a Gwent Green Grid Partnership Board reporting to the cross-sector project board; the Gwent Strategic Wellbeing Assessment Group (GSWAG) that in turn reports to the G10. This governance structure will help ensure that wellbeing delivery is intrinsic to the delivery of the partnership and will ensure its legacy beyond the life of this one grant stream.

Appendix 1

Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
 <p>Involvement Involving those with an interest and seeking their views</p>	<p>The involvement of residents and community organisations is vital to the development and delivery of this programme of work. Stakeholders are involved in deciding priorities, and volunteers play an important part in many elements from access improvement and clean-up campaigns to habitat management and species monitoring. The programme provides a number of opportunities for people to learn in, about and enjoy the natural environment by supporting volunteering and encouraging skills development.</p>	<p>The GGGP framework is integrated into the co-productive development and delivery of the SE Wales Area Statement (AS) and will act as a key delivery mechanism to facilitate establishment of a comprehensive baseline understanding of the area (drawing together a common area approach to ecosystem services and resilience monitoring, evaluation and representation).</p>
 <p>Prevention Putting resources into preventing problems occurring or getting worse</p>	<p>The programme of works will improve the health and well-being and resilience of communities, natural resources and ecosystems. This will improve overall resilience and sustainable development within the South East Wales region.</p>	
 <p>Integration Positively impacting on people, economy and environment and trying to benefit all three</p>	<p>All of the work set out in the programme contributes to more than one goal and applies the principles of the Sustainable Management of Natural Resources (SMNR).</p>	

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3. Are your proposals going to affect any people or groups of people with protected characteristics? Please explain the impact, the evidence you have used and any action you are taking below.

Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
Age	Positive through improved physical and intellectual access, volunteering and activity	None	
Disability	Positive through improved physical and intellectual access	None	
Gender reassignment	None	None	
Marriage or civil partnership	None	None	
Race	None	None	

Appendix 1

Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
Religion or Belief	None	None	
Sex	None	None	
Sexual Orientation	None	None	
Welsh Language	Positive through supporting information provision	None	

4. Council has agreed the need to consider the impact its decisions has on the following important responsibilities: Social Justice, Corporate Parenting and Safeguarding. Are your proposals going to affect any of these responsibilities?

	Describe any positive impacts your proposal has	Describe any negative impacts your proposal has	What will you do/ have you done to mitigate any negative impacts or better contribute to positive impacts?
Social Justice	Positive through improved physical and intellectual access, volunteering and activity for all	None	
Safeguarding	None	None	
Corporate Parenting	None	None	

5. What evidence and data has informed the development of your proposal?

ENRaW Application dated September 2018
ENRaW Delivery Plan April 2018

6. SUMMARY: As a result of completing this form, what are the main positive and negative impacts of your proposal, how have they informed/changed the development of the proposal so far and what will you be doing in future?

The programme will develop regional and local collaborative working to deliver a consistent approach to Green Infrastructure (GI) management across Gwent and establish co-productive development and delivery of the SE Wales Area Statement (AS). As such it is long term and collaborative. The programme of works will improve the health and well-being and resilience of communities, natural resources and ecosystems. This will improve overall

Appendix 1

resilience and sustainable development within the South East Wales region. The programme contributes across well-being goals and applies the principles of the Sustainable Management of Natural Resources (SMNR). The programme provides a number of opportunities for people to learn in, about and enjoy the natural environment by supporting volunteering and encouraging skills development.

7. Actions. As a result of completing this form are there any further actions you will be undertaking? Please detail them below, if applicable.

What are you going to do	When are you going to do it?	Who is responsible	Progress
Develop the programme with the delivery partners and Welsh Government and commence implementation	April - June	MCC (Green Infrastructure & Countryside Manager; Green Infrastructure Team leader; Senior Biodiversity & Ecology Officer; Rural Programmes Manager) and delivery partners	

8. Monitoring: The impacts of this proposal will need to be monitored and reviewed. Please specify the date at which you will evaluate the impact, and where you will report the results of the review.

The impacts of this proposal will be evaluated on:	The programme includes metrics to evaluate outputs, outcomes and associated benefits. A two-stage evaluation (mid-term and final) is proposed: Interim Evaluation (Q 4 year 2 late 2020 or to suit WG requirements) and Final Evaluation (end of year 3 or to suit WG requirements).
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SUBJECT: PROPOSED PROHIBITION OF WAITING AT SPECIFIED TIMES ONLY, LAUNDRY PLACE,
ABERGAVENNY

MEETING: Cabinet Member for County Operations

DATE: 22nd May 2019

DIVISION/WARDS AFFECTED: Bryn y Cwm, Grofield

1. PURPOSE:

To consider the proposed Order subsequent to representations received following advertisement in accordance with the Local Authorities Traffic Orders (Procedure) (England and Wales) Regulations 1994.

2. RECOMMENDATIONS:

Not to hold an inquiry into the proposal

To approve a prohibition of waiting restriction for a less onerous time period than that originally consulted and advertised upon.

3. KEY ISSUES:

Monmouthshire County Council has previously received concerns from local community representatives regarding inappropriate and obstructive vehicle parking on the narrow section of the western side of Laundry Place between the two existing double yellow line prohibition of waiting at any time restrictions.

4. REASONS:

Lorries delivering to local business's in Laundry Place are experiencing severe difficulties in traversing the narrow section of Laundry Place due to vehicles parking on both sides of the carriageway during the normal working week (Monday to Friday). In order to ensure adequate road width for deliveries and emergency vehicles it is necessary to introduce new parking restrictions at peak times/days on one side of the access road. There are areas available for resident and others to park within Laundry Place. The council has received two objections quoting residents inability to park if waiting restrictions are approved from 8 am to 5:30 pm, Monday to Friday as originally proposed and consulted upon. It is not unreasonable to anticipate that the level of resident parking requirements would be substantially less during normal working hours and from Monday to Friday only compared to the times and days outside the restrictions period being proposed.

However having carefully noted the objectors concerns it is now recommended to make the prohibition of waiting times restriction less onerous than that originally consulted upon and the restriction will now come into force at 9 am and not at 8 am as originally proposed and the parking restriction will now end at 4:30 pm and not at 5:30 pm as originally proposed. There are no additional parking restrictions proposed on a Saturday or on a Sunday as part of this proposed Traffic Regulation Order.

Officers consider that in view of the fact that the two objections that have been received have been duly considered and the proposed restriction period reduced that the Council's proposals do not warrant the holding of any inquiry. The existing Traffic Regulation Order for the existing prohibition of waiting at any time restrictions (double yellow lines) will be revoked and the proposed new Traffic Regulation Order will incorporate the existing double yellow line system and the proposed single yellow line system (9 am to 4:30 pm, Monday to Friday only).

5. RESOURCE IMPLICATIONS:

The costs of the proposed Traffic Regulation Order and road markings are being funded by Monmouthshire County Council, and afforded through annual Highways budget allocation without causing an additional cost pressure.

6. SUSTAINABLE DEVELOPMENT AND EQUALITY IMPLICATIONS

There are no sustainability issues regarding installing road markings on the highway within Laundry Place.

7. CONSULTEES:

Senior Leadership Team

County Councillor B Jones, Cabinet Member for County Operations

County Councillor Sheila Woodhouse

8. BACKGROUND PAPERS:

Notice of Intention, Schedule of Objections/Comments, Proposed TRO Plan, Schedule of Order, Statement of Reasons.

9. AUTHOR:

Paul Keeble Group Engineer (Highway & Flood Management)

10. CONTACT DETAILS:

E-mail: Paulkeeble@monmouthshire.gov.uk

Telephone: 01633 644733

Schedule of Objections/Comments

Name/Address	Support	Comments
1.Heddlu Gwent Police	Has confirmed its support in writing for the original proposal.	Noted.
Name/Address	Support	Comments
Councillor S.Woodhouse	Has confirmed her support for a prohibition of waiting between 09:00 and 16:30, Monday to Friday only.	Noted. Officers recommend that this less onerous time period restriction be approved in order to assist residents.

Name/Address	Support	Comments
Abergavenny Town Council	Has confirmed its support in writing for the original proposal.	Noted. Officers consider in light of the 2 objections received that officers now recommend that the prohibition of waiting restrictions shall only be in force from 9 am to 4:30 pm , Monday to Friday.
Name/Address	Objection	Comments
Member of the public A.	There will be insufficient highway space left available for residents to park within Laundry Place during the period of the proposed restrictions.	Noted. In order to assist residents it is now recommended that a shorter time period of parking restriction would be more appropriate and that this be implemented.
Name/Address	Objection	Comments
Member of the public B.	There will be insufficient highway space left available for residents to park within Laundry Place during the period of the proposed restrictions	Noted. In order to assist residents it is now recommended that a shorter time period of parking restriction would be more appropriate and

Name/Address	Support	Comments
Abergavenny Town Council	Has confirmed its support in writing.	that this be implemented Noted. Officers consider in light of the 2 objections received that officers now recommend that the prohibition of waiting restrictions shall only be in force from 9 am to 4:30 pm , Monday to Friday.

SCHEDULE 1

PROHIBITION OF WAITING AT ANY TIME

1. Laundry Place

- (a) West side, from its junction with Tudor Street, for a distance of ten metres in a northerly direction.
- (b) West side, from a point thirty metres north of its junction with Tudor Street, for a distance of twelve metres in a northerly direction.
- (c) East side, from its junction with Tudor Street, for a distance of twenty five metres in a northerly direction.

SCHEDULE 2

PROHIBITION OF WAITING (09:00-16:30, MONDAY TO FRIDAY ONLY)

1. Laundry Place

- (a)** West side, from a point ten metres north of its junction with Tudor Street for a distance of twenty metres in a northerly direction.

The Business's at the northern of Laundry Place are experiencing severe difficulties in receiving deliveries by hgv's due to the narrowness of a section of Laundry Place and the presence of parked vehicles on both sides of the narrow section of Laundry Place during peak periods. In order to ensure reasonable access to the Business's it is proposed to restrict parking along the whole length of the west side of the narrow section of Laundry Place as per the schedule above. The parking restrictions on the east side of Laundry Place will remain unaltered.



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Future Generations Evaluation

(includes Equalities and Sustainability Impact Assessments)

<p>Name of the Officer completing the evaluation</p> <p>Paul Keeble</p> <p>Phone no:01633644733</p> <p>E-mail:PaulKeeble@monmouthshire.gov.uk</p>	<p>Please give a brief description of the aims of the proposal</p> <p>To address the road safety issues of inappropriate and obstructive vehicle parking on the highway and facilitate adequate road width for deliveries to local business's and other properties within Laundry place.</p>
<p>Name of Service</p> <p>Highways</p>	<p>Date Future Generations Evaluation form completed</p> <p>18th March 2019</p>

1. **Does your proposal deliver any of the well-being goals below?** Please explain the impact (positive and negative) you expect, together with suggestions of how to mitigate negative impacts or better contribute to the goal.





Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
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Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
A prosperous Wales Efficient use of resources, skilled, educated people, generates wealth, provides jobs	Neutral	N/A
A resilient Wales Maintain and enhance biodiversity and ecosystems that support resilience and can adapt to change (e.g. climate change)	Neutral	N/A
A healthier Wales People's physical and mental wellbeing is maximized and health impacts are understood	Neutral	N/A
A Wales of cohesive communities Communities are attractive, viable, safe and well connected	Positive	N/A
A globally responsible Wales	Neutral	N/A

Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
Taking account of impact on global well-being when considering local social, economic and environmental wellbeing		
<p>A Wales of vibrant culture and thriving Welsh language</p> <p>Culture, heritage and Welsh language are promoted and protected. People are encouraged to do sport, art and recreation</p>	Neutral	N/A
<p>A more equal Wales</p> <p>People can fulfil their potential no matter what their background or circumstances</p>	Neutral	N/A

2. How has your proposal embedded and prioritised the sustainable governance principles in its development?

Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
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Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
 <p>Long-term</p> <p>Balancing short term need with long term and planning for the future</p>	N/A	
 <p>Collaboration</p> <p>Working together with other partners to deliver objectives</p>	N/A	
 <p>Involvement</p> <p>Involving those with an interest and seeking their views</p>	N/A	
 <p>Prevention</p> <p>Putting resources into preventing problems occurring or getting worse</p>	N/A	

Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
 <p data-bbox="331 496 517 708">Positively impacting on people, economy and environment and trying to benefit all three</p>	N/A	

3. Are your proposals going to affect any people or groups of people with protected characteristics? Please explain the impact, the evidence you have used and any action you are taking below.

Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
Age	N/A		N/A
Disability	N/A		N/A
Gender reassignment	N/A		
Marriage or civil partnership	N/A		
Race	N/A		
Religion or Belief	N/A		
Sex	N/A		
Sexual Orientation	N/A		
Welsh Language	N/A		

4. **Council has agreed the need to consider the impact its decisions has on important responsibilities of Corporate Parenting and safeguarding. Are your proposals going to affect either of these responsibilities?** For more information please see the guidance note <http://hub/corporatedocs/Democratic%20Services/Equality%20impact%20assessment%20and%20safeguarding.docx> and for more on Monmouthshire's Corporate Parenting Strategy see <http://hub/corporatedocs/SitePages/Corporate%20Parenting%20Strategy.aspx>

	Describe any positive impacts your proposal has on safeguarding and corporate parenting	Describe any negative impacts your proposal has on safeguarding and corporate parenting	What will you do/ have you done to mitigate any negative impacts or better contribute to positive impacts?
Safeguarding	N/A		
Corporate Parenting	N/A		

5. **What evidence and data has informed the development of your proposal?**

Officers have undertaken several visits to this location and observed vehicles parking on both sides of a section of the narrow carriageway part of Laundry Place thereby affecting access for large vehicles undertaking deliveries to the business and the social services building located in Laundry Place.

6. SUMMARY: As a result of completing this form, what are the main positive and negative impacts of your proposal, how have they informed/changed the development of the proposal so far and what will you be doing in future?

The proposed revised traffic order will assist in ensuring reasonable access for larger vehicles to the Social Services building and the carpet business located in Laundry Place. The council has carefully considered the objections received and reduced the time period that the proposed restriction shall be in force in order to assist residents within Laundry Place compared to that which was originally proposed and consulted upon.

7. Actions. As a result of completing this form are there any further actions you will be undertaking? Please detail them below, if applicable.

What are you going to do	When are you going to do it?	Who is responsible	Progress
Implement order and appropriate works	Following publication of notice of making.	Traffic & Network Team	On-going

8. Monitoring: The impacts of this proposal will need to be monitored and reviewed. Please specify the date at which you will evaluate the impact, and where you will report the results of the review.

The impacts of this proposal will be evaluated on:	May 2020.
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SECTION 1 - ROAD TRAFFIC REGULATION ACT 1984

NOTICE OF INTENTION TO MAKE A PERMANENT ORDER

**MONMOUTHSHIRE COUNTY COUNCIL
PROHIBITION OF WAITING AT ANY TIME AND LIMITED WAITING
BETWEEN THE HOURS OF 08:00 -17:30 MONDAY TO FRIDAY
ON LAUNDRY PLACE ABERGAVENNY
TRAFFIC REGULATION ORDER 2018**

NOTICE IS HEREBY GIVEN that Monmouthshire County Council of County Hall, The Rhadyr, Usk, NP15 1GA ("the Council") proposes to make a Road Traffic Regulation Order as follows:

EFFECT OF THE ORDER: In order to ensure reasonable access for businesses at the northern end of Laundry Place it is proposed to restrict parking along the whole narrow length, on the west side, of Laundry Place. The parking restrictions on the east side of Laundry Place will remain unaltered.

Further details of the proposed order comprising a plan, statement of reasons for proposing to make the order may be examined during normal office hours at the County Hall, The Rhadyr, Usk, NP15 1GA and the Councils Abergavenny Community Hub, Baker Street, Abergavenny, NP7 5BD. If you wish to telephone to obtain further information about this proposal please telephone 01633 – 644026 or alternatively email clairewilliams@monmouthshire.gov.uk.

Any objections in respect of this proposal should be made in writing, stating the grounds on which the objection is being made and should be sent to Head of Legal Services, Monmouthshire County Council, PO Box 106, Caldicot, NP26 9AN not later than the 30th of November 2018. Please quote reference CW/H45/60.0854 on any correspondence.

Date: 19th October 2018
Matt Phillips
Head of Law and Monitoring Officer

ADRAN 1 - DEDDF RHEOLEIDDIO TRAFFIG FFORDD 1984

HYSBYSIAD O BENDERFYNIAD I WNEUD GORCHYMYN PARHAOL

CYNGOR SIR FYNWY

**GWAHARDD AROS AR UNRHYW ADEG A CHYFYNGU AR AROS RHWNG
08:00 - 17:30 O DDYDD LLUN I DDYDD GWENER
YN LAUNDRY PLACE, Y FENNI
GORCHYMYN RHEOLI TRAFFIG 2018**

HYSBYSIR DRWY HYN fod Cyngor Sir Fynwy, Neuadd y Sir, Y Rhadyr, Brynbuga, NP15 1GA ("y Cyngor") yn bwriadu gwneud Gorchymyn Rheoleiddio Traffig Ffordd fel a ganlyn:

EFFAITH Y GORCHYMYN: Er mwyn sicrhau mynediad rhesymol i fusnesau ym mhen gogleddol Laundry Place bwriedir cyfyngu ar barcio ar hyd y darn cul cyfan, ar ochr orllewinol Laundry Place. Bydd y cyfyngiadau parcio ar ochr ddwyreiniol Laundry Place yn parhau heb eu newid.

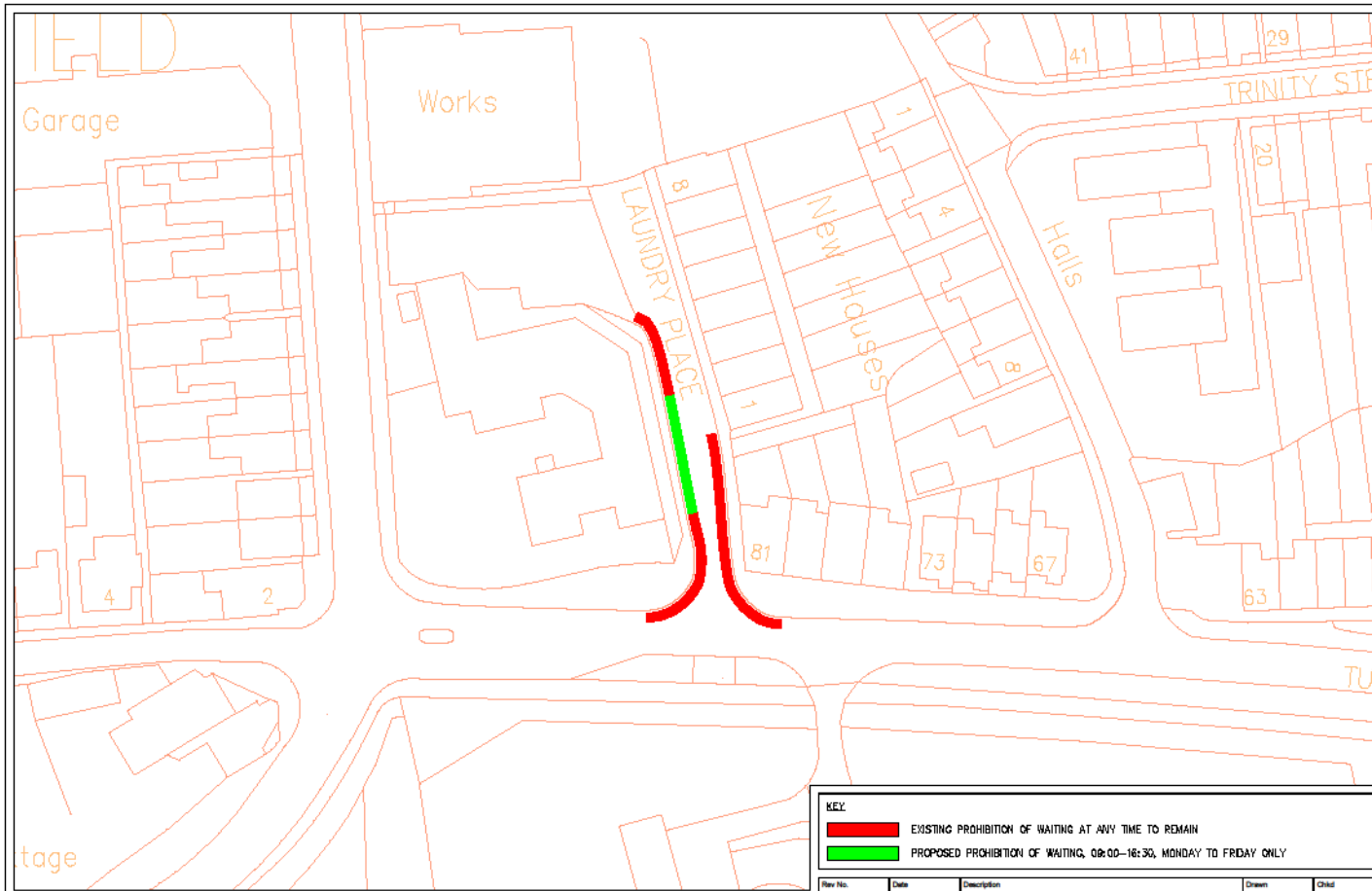
Gellir archwilio manylion pellach y Gorchymyn yn cynnwys y cynllun a datganiad rhesymau dros wneud y Gorchymyn, yn Neuadd y Sir, Y Rhadyr, Brynbuga, NP15 1GA a Hyb Y Fenni, Stryd Baker, Y Fenni, NP7 5BD yn ystod oriau swyddfa arferol. Os hoffech ffonio i gael rhagor o wybodaeth am y cynnig hwn, ffoniwch 01633 644026 neu anfonwch e-bost at clairewilliams@monmouthshire.gov.uk.

Dylid gwneud unrhyw wrthwynebiadau mewn perthynas â'r cynnig hwn yn ysgrifenedig, gan nodi'r sail y mae'r gwrthwynebiad yn cael ei wneud arni, a dylid ei anfon at Bennaeth Gwasanaethau Cyfreithiol, Cyngor Sir Fynwy, Blwch Post 106, Cil-y-coed, NP26 9AN heb fod yn hwyrach na'r 30ain Tachwedd 2018. Dyfynnwch gyfeirnod CW/H45/60.0854 ar unrhyw ohebiaeth.

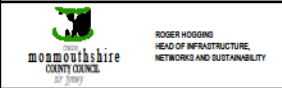
Dyddiad: 19eg Hydref 2018

Matt Phillips

Pennaeth y Gyfraith a'r Swyddog Monitro



Rev No.	Date	Description	Drawn	Check
			M Sellick	
			1:500 @ A3	March 2019
				C



ROGER HOSKINS
 HEAD OF INFRASTRUCTURE,
 NETWORKS AND SUSTAINABILITY

Job Title
**PROPOSED VARIOUS PROHIBITIONS OF WAITING RESTRICTIONS
 LAUNDRY PLACE, ABERGAVENNY**
 Drawing Title
TRAFFIC REGULATION ORDER PLAN

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Drawn By
M Sellick
 Scale
1:500 @ A3
 Date
March 2019
 Rev
C



SUBJECT:	PROPOSED PROHIBITION OF WAITING AT ANY TIME, NEWTOWN ROAD, PENPERLLEN
MEETING:	Cabinet Member for County Operations
DATE:	22nd May 2019
DIVISION/WARDS AFFECTED:	Bryn y Cwm, Goytre

1. PURPOSE:

To consider the proposed Order subsequent to representations received following advertisement in accordance with the Local Authorities Traffic Orders (Procedure) (England and Wales) Regulations 1994.

2. RECOMMENDATIONS:

Not to hold an inquiry into the proposal

To approve the proposed Order as consulted and advertised upon to implement the Order.

3. KEY ISSUES:

Monmouthshire County Council has previously received concerns from local community representatives regarding inappropriate and obstructive vehicle parking on Newtown Road in the vicinity of the park and play area and by its junction with Star Road.

In order to address these concerns and to prevent parking and waiting at this location the Council proposes to install a prohibition of waiting at any time restriction.

Following representations from Goytre Community Council requesting to reduce the length of the proposed no waiting at any time restrictions it has been agreed to recommend that a reduced length of waiting restrictions are approved and implemented compared to the originally proposed lengths consulted upon in the recent formal consultation. This will result in additional parking space being made available for parking on Newtown Road compared to the more onerous restrictions that were originally consulted upon.

The objection from another party during the public consultation has also been considered regarding the removal of parking provision along Newtown Road and in order to address the objectors concerns it has been resolved to recommend a shorter length of parking restriction which the Council considers does leave a sufficient length of highway along Newtown Road available for residents and other highway users. The majority of nearby residential properties do also have an off road parking facility i.e. a driveway and/or a garage. The adjacent Goytre village hall also has an off road parking capability.

4. REASONS:

The junction of Newtown Road with Star Road currently has only a relatively short length of double yellow lines on one side (western side) of Newtown Road at this junction. The presence of vehicles parking on this junction (at times by users of the adjacent park and play area) is considered to be a detriment to road safety and is a hazard to normal highway usage. The presence of parked vehicles also causes vehicles entering and exiting Newtown Road to have to veer into the opposite side of the carriageway thereby causing a road safety issue and potential conflict with oncoming vehicles and other highway users.

Officers consider that in view of the fact that the one objection received has been considered and can be addressed that the Council's proposals do not warrant the holding of any inquiry.

5. RESOURCE IMPLICATIONS:

The costs of the proposed Traffic Regulation Order and road markings are being funded by Monmouthshire County Council, and afforded through annual Highways budget allocation without causing an additional cost pressure.

6. SUSTAINABLE DEVELOPMENT AND EQUALITY IMPLICATIONS

There are no sustainability issues regarding installing double yellow line road markings on the highway.

7. CONSULTEES:

Senior Leadership Team

County Councillor B Jones, Cabinet Member for County Operations and Local elected Councillor.

8. BACKGROUND PAPERS:

Notice of Intention, Schedule of Objections/Comments, Proposed TRO Plan, Schedule of Order, Statement of Reasons.

9. AUTHOR:

Paul Keeble Group Engineer (Highway & Flood Management)

10. CONTACT DETAILS:

E-mail: Paulkeeble@monmouthshire.gov.uk

Telephone: 01633 644733

Schedule of Objections/Comments

Name/Address	Support	Comments
1.Heddlu Gwent Police	Has confirmed its support in writing.	Noted.
Name/Address	Support	Comments
Councillor B.Jones	Has confirmed his support for a reduced length of prohibition of waiting at any times.	Noted. Agreed. The recommendation in this report is to install no waiting at any time restrictions of a shorter length than those originally consulted upon.
Name/Address	Support	Comments
Goytre Community Council	Has requested that the length of proposed prohibition of waiting at	Noted. Agreed. The recommendation in this report is to install no

	any time restrictions that have been consulted upon be reduced in length to a point just east of the pedestrian gate to the park and play area.	waiting at any time restrictions of a shorter length than those originally consulted upon.
Name/Address	Objection	Comments
A member of the public.	Objects to the proposed restrictions. Concerned that parked vehicles will be displaced into other residential roads. Concerned that new restrictions will cause “parking chaos on the residential roads in the village. Concerned that this area is currently used when there are “highly attended events “at the social club.	There is a car park in the adjacent Goytre village hall and there is sufficient length of Newtown Road which will still be available for vehicular parking. The reduced length of restrictions (compared to those originally proposed) are considered an appropriate balance between addressing the current parking issues and still retaining a reasonable length of highway upon which vehicles may still park without causing a road safety issue. The vast majority of residences in this area of Goytre also

		have a driveway and/or a garage.
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Future Generations Evaluation

(includes Equalities and Sustainability Impact Assessments)

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<p>Name of the Officer completing the evaluation</p> <p>Paul Keeble</p> <p>Phone no:01633644733</p> <p>E-mail:PaulKeeble@monmouthshire.gov.uk</p>	<p>Please give a brief description of the aims of the proposal</p> <p>To address the road safety issues of inappropriate and obstructive vehicle parking on the highway.</p>
<p>Name of Service</p> <p>Highways</p>	<p>Date Future Generations Evaluation form completed</p> <p>26/3/2019</p>

1. Does your proposal deliver any of the well-being goals below? Please explain the impact (positive and negative) you expect, together with suggestions of how to mitigate negative impacts or better contribute to the goal.





Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?


Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
A prosperous Wales Efficient use of resources, skilled, educated people, generates wealth, provides jobs	Neutral	N/A
A resilient Wales Maintain and enhance biodiversity and ecosystems that support resilience and can adapt to change (e.g. climate change)	Neutral	N/A
A healthier Wales People's physical and mental wellbeing is maximized and health impacts are understood	Neutral	N/A
A Wales of cohesive communities Communities are attractive, viable, safe and well connected	Positive	N/A
A globally responsible Wales	Neutral	N/A

Well Being Goal	How does the proposal contribute to this goal? (positive and negative)	What actions have been/will be taken to mitigate any negative impacts or better contribute to positive impacts?
Taking account of impact on global well-being when considering local social, economic and environmental wellbeing		
A Wales of vibrant culture and thriving Welsh language Culture, heritage and Welsh language are promoted and protected. People are encouraged to do sport, art and recreation	Neutral	N/A
A more equal Wales People can fulfil their potential no matter what their background or circumstances	Neutral	N/A

2. How has your proposal embedded and prioritised the sustainable governance principles in its development?

Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
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Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
 <p>Long-term</p> <p>Balancing short term need with long term and planning for the future</p>	N/A	
 <p>Collaboration</p> <p>Working together with other partners to deliver objectives</p>	N/A	
 <p>Involvement</p> <p>Involving those with an interest and seeking their views</p>	N/A	
 <p>Prevention</p> <p>Putting resources into preventing problems occurring or getting worse</p>	N/A	

Sustainable Development Principle	How does your proposal demonstrate you have met this principle?	What has been done to better to meet this principle?
 <p data-bbox="331 496 517 708">Positively impacting on people, economy and environment and trying to benefit all three</p>	N/A	

3. Are your proposals going to affect any people or groups of people with protected characteristics? Please explain the impact, the evidence you have used and any action you are taking below.

Protected Characteristics	Describe any positive impacts your proposal has on the protected characteristic	Describe any negative impacts your proposal has on the protected characteristic	What has been/will be done to mitigate any negative impacts or better contribute to positive impacts?
Age	N/A		N/A
Disability	N/A		N/A
Gender reassignment	N/A		
Marriage or civil partnership	N/A		
Race	N/A		
Religion or Belief	N/A		
Sex	N/A		
Sexual Orientation	N/A		
Welsh Language	N/A		

4. **Council has agreed the need to consider the impact its decisions has on important responsibilities of Corporate Parenting and safeguarding. Are your proposals going to affect either of these responsibilities?** For more information please see the guidance note <http://hub/corporatedocs/Democratic%20Services/Equality%20impact%20assessment%20and%20safeguarding.docx> and for more on Monmouthshire's Corporate Parenting Strategy see <http://hub/corporatedocs/SitePages/Corporate%20Parenting%20Strategy.aspx>

	Describe any positive impacts your proposal has on safeguarding and corporate parenting	Describe any negative impacts your proposal has on safeguarding and corporate parenting	What will you do/ have you done to mitigate any negative impacts or better contribute to positive impacts?
Safeguarding	N/A		
Corporate Parenting	N/A		

5. **What evidence and data has informed the development of your proposal?**

Officers have undertaken several visits to this location and observed vehicular parking at the locations under consideration and noted that highway users have to enter the opposing side of the carriageway in order to negotiate around inappropriately parked vehicles.

6. SUMMARY: As a result of completing this form, what are the main positive and negative impacts of your proposal, how have they informed/changed the development of the proposal so far and what will you be doing in future?

The proposed traffic order will enable highway users to use this junction in a safer environment thereby reducing the possibility of an accident on the highway thereby saving the overall economy the related costs due to an accident on the public highway.

7. Actions. As a result of completing this form are there any further actions you will be undertaking? Please detail them below, if applicable.

What are you going to do	When are you going to do it?	Who is responsible	Progress
Implement order and appropriate works	Following publication of notice of making.	Traffic & Road Safety Team	On-going

8. Monitoring: The impacts of this proposal will need to be monitored and reviewed. Please specify the date at which you will evaluate the impact, and where you will report the results of the review.

The impacts of this proposal will be evaluated on:	May/June 2020.
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SECTION 1 - ROAD TRAFFIC REGULATION ACT 1984

NOTICE OF INTENTION TO MAKE A PERMANENT ORDER

**MONMOUTHSHIRE COUNTY COUNCIL
PROHIBITION OF WAITING AT ANY TIME
NEWTOWN ROAD PENPERLLEN GOYTRE MONMOUTHSHIRE
TRAFFIC REGULATION ORDER 2018**

NOTICE IS HEREBY GIVEN that Monmouthshire County Council of County Hall, The Rhadyr, Usk, NP15 1GA ("the Council") proposes to make a Road Traffic Regulation Order as follows:

EFFECT OF THE ORDER: It is proposed to prohibit parking on both sides of Newtown Road on its approach to Star Road to improve the level of road safety to all highway users.

Further details of the proposed order comprising a plan, statement of reasons for proposing to make the order may be examined during normal office hours at the County Hall, The Rhadyr, Usk, NP15 1GA and the Councils Abergavenny Community Hub, Baker Street, Abergavenny, NP7 5BD. If you wish to telephone to obtain further information about this proposal please telephone 01633 – 644026 or alternatively email clairewilliams@monmouthshire.gov.uk.

Any objections in respect of this proposal should be made in writing, stating the grounds on which the objection is being made and should be sent to Head of Legal Services, Monmouthshire County Council, PO Box 106, Caldicot, NP26 9AN not later than the 4th of January 2019. Please quote reference CW/H45/60.0854 on any correspondence.

Date: 19th November 2018
Matt Phillips
Head of Law and Monitoring Officer

ADRAN 1 – DEDDF RHEOLEIDDIO TRAFFIC FFYRDD 1984

HYSBYSIAD O FWRIAD I GREU GORCHYMYN PARHAOL

**CYNGOR SIR FYNWY
GWAHARDD AROS AR UNRHYW ADEG
HEOL Y DRENEWYDD PENPERLLEN GOYTRE TREFYNWY
GORCHYMYN RHEOLEIDDIO TRAFFIG 2018**

HYSBYSIR DRWY HYN bod Cyngor Sir Fynwy o Neuadd y Sir, Y Rhadyr, Brynbuga, NP15 1GA ("y Cyngor") yn cynnig creu Gorchymyn Rheoleiddio Traffig Ffordd fel a ganlyn:

EFFAITH Y GORCHYMYN: Cynigir gwahardd parcio ar ddwy ochr Heol Newton wrth iddi nesáu at Heol Seren er mwyn gwella lefel diogelwch ffordd i bob un sy'n defnyddio'r briffordd.

Gellir archwilio manylion pellach o'r gorchymyn arfaethedig sy'n cynnwys cynllun, datganiad o resymau am gynnig y gorchymyn yn ystod oriau swyddfa arferol yn Neuadd y Sir, Y Rhadyr, Brynbuga, NP15 1GA a Hyb Cymunedol y Cyngor yn Y Fenni, Stryd Baker, Y Fenni, NP7 5BD. Os ydych yn dymuno ffonio er mwyn cael gwybodaeth bellach ynglŷn â'r cynnig hwn ffoniwch 01633 – 644026 neu fel arall ebostiwch clairewilliams@monmouthshire.gov.uk, os gwelwch yn dda.

Dylid gwneud unrhyw wrthwynebiad mewn perthynas â'r cynnig hwn ar bapur, gan nodi sail y gwrthwynebiad a dylid ei anfon i Bennaeth Gwasanaethau Cyfreithiol, Cyngor Sir Fynwy, Blwch Post 106, Cil-y-coed, NP26 9AN dim hwyrach na'r 4ydd o Ionawr 2019. Nodwch gyfeirnod CW/H45/60.0854 ar unrhyw ohebiaeth.

Dyddiad: 19eg o Dachwedd 2018

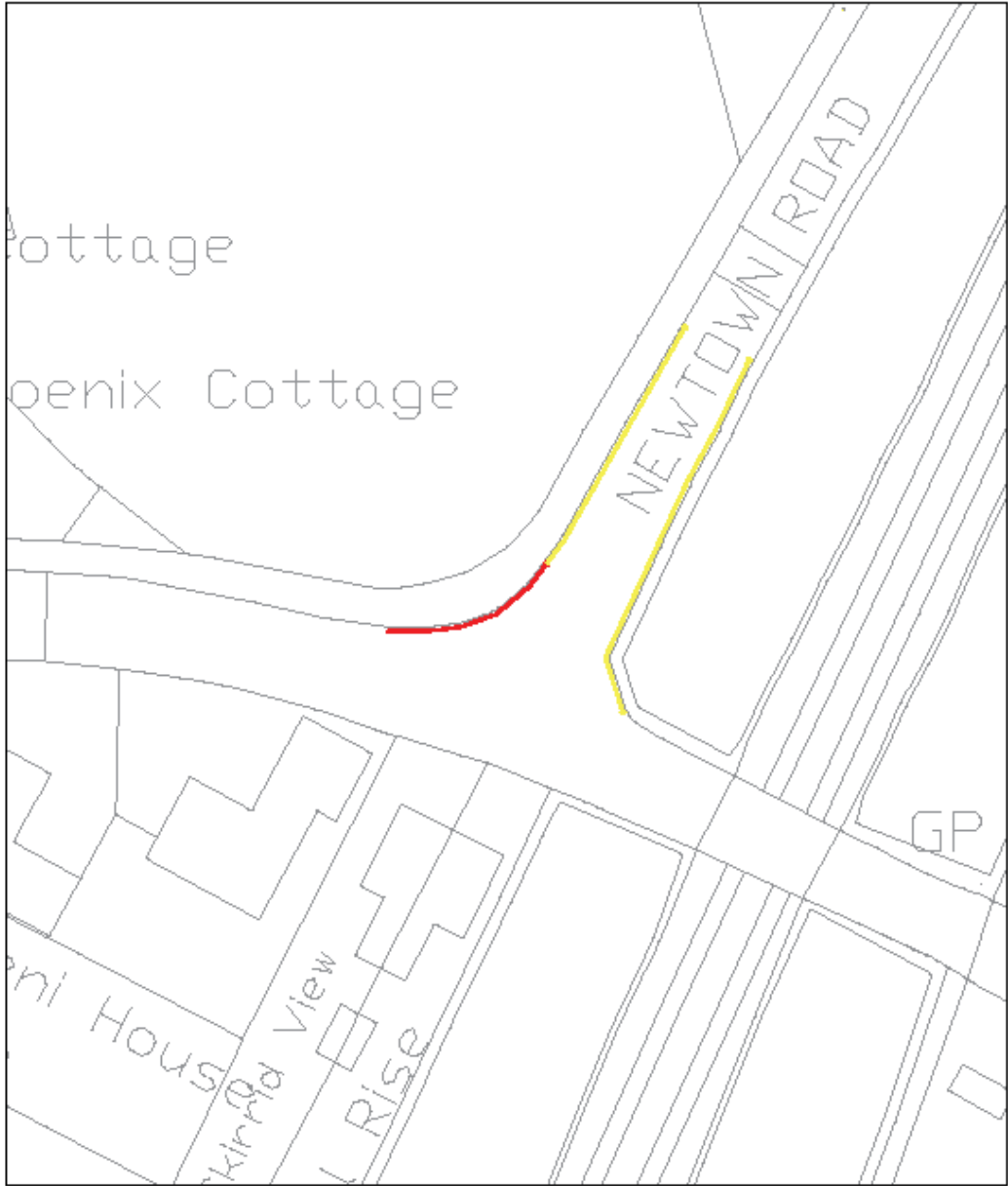
Matt Phillips

Pennaeth y Gyfraith a Swyddog Monitro



KEY

- EXISTING PROHIBITION OF WAITING AT ANY TIME RESTRICTIONS
- PROPOSED PROHIBITION OF WAITING AT ANY TIME RESTRICTIONS



 <p>mossesouthshire COUNTY COUNCIL <i>at play</i></p> <p>PO BOX 1000 HEAL OF MANCHESTER, NEWCASTLE AND SUNDERLAND</p>	Site Name	NEWTOWN ROAD MOSSESSHIRE
	Project Name	PROPOSED PROHIBITION OF WAITING AT ANY TIME
	Client	CCD
	Scale	1:500
Author	CCD	REV

PROHIBITION OF WAITING AT ANY TIME

Schedule 1

- (a) Western side from its junction with the northern kerb line of Star Road for a distance of 32 metres in a generally north easterly direction.
- (b) Eastern side from its junction with the northern kerb line of Star Road for a distance of 29 metres in a generally north easterly direction.

STATEMENT OF REASONS

The Council has received concerns from Community representatives regarding vehicles parking on Newtown Road which are too close to its junction with Star Road. The parked vehicles are adversely affecting the free flow of traffic and are also obstructing reasonable forward visibility for northbound and southbound highway users on Newtown Road.

Therefore in the interests of raising the level of road safety it is proposed to prohibit parking on both sides of Newtown Road on its approach to Star Road.

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SUBJECT:	SWTRA Agreement – Signature and seal
MEETING:	Individual Cabinet Member decision
DATE:	22nd May 2019 (Cabinet member for Operations)
DIVISION/WARDS AFFECTED:	ALL

1. PURPOSE:

MCC entered into a joint agreement with Neath Port Talbot CC and Camarthenshire CC to undertake maintenance works on the Trunk Road network in South Wales on behalf of Welsh Government. The agreement was approved in 2016 and an individual cabinet member decision taken to do so. However the report at that time omitted approval to sign and seal the agreement.

2. RECOMMENDATIONS:

2.1 That the Head of Legal Services be authorised to sign and seal the SWTRA agreement on behalf of Monmouthshire County Council.

3. KEY ISSUES:

- 3.1 Neath Port Talbot CBC act as the South Wales Trunk Road Agency providing the management and maintenance of various aspects for the trunk roads and motorways in South Wales (there is a mirror agent in North Wales).
- 3.2 Routine maintenance services are provided by three regions (East, Central and West).
- 3.3 In each region there is a lead authority. In the East MCC acts as the lead authority (covering the Gwent authorities and Cardiff) with Cardiff CC providing some services on the trunk road but being managed through MCC.
- 3.4 The three authorities developed a joint agreement to confirm the arrangement with SWTRA and Welsh Government. The agreement was subject to various amendments but the final agreement between MCC and SWTRA was submitted to MCC for seal and signature.
- 3.5 Whilst our legal officers were party to preparing the agreement, on reference back to the report that approved the agreement it did not stipulate that the agreement may be formally signed and sealed.

- 3.6 All three authorities have been working to the agreement since its inception in 2016 so MCC is effectively operating within the agreement. The signature finalises the matter for SWTRA.

4. EQUALITY AND FUTURE GENERATIONS EVALUATION (INCLUDES SOCIAL JUSTICE, SAFEGUARDING AND CORPORATE PARENTING):

This report seeks approval to sign and seal an agreement. The actual detail of the level of service as described in the agreement is set by South Wales Trunk Road Agency in consultation with Welsh Government. Monmouthshire County Council does not decided upon any aspects of service described in the Agreement so it is not for Monmouthshire County Council to consider the impact upon Future Generations, Wellbeing or Protected Characteristics. Therefore the EFGE is not completed.

There are no safeguarding or social justice implications arising from the decisions proposed in this report

5. OPTIONS APPRAISAL

5.1 The recommendation is quite specific which realistically means the alternative option is not to sign. Given that MCC has been operating within the agreement since 2016 the authority is committed to the agreement. It is within the gift for the authority to withdraw from the agreement but to do so will require SWTRA to either negotiate an agreement with another authority to act as lead for the East Region or to put this aspect of the service out to contract (which is outside of the agreement as is and contrary to the arrangements made between SWTRA, the three 'lead' authorities and Welsh Government. Whilst this may be considered in the future at this time to withdraw would be financially detrimental to MCC (in particular loosing recovery of shared overheads) at this time officers would not recommend that this be pursued.

6. EVALUATION CRITERIA

The financial performance of the MCC aspect of the agreement is reported within the council's financial monitoring arrangements. The operational performance of MCC is monitored by SWTRA in line with the agreement.

7. REASONS:

Approval to sign and seal the agreement was omitted from the original report in 2016. This report seeks approval to do so thereby closing this outstanding aspect of the agreement.

8. RESOURCE IMPLICATIONS:

None arising directly from the report

9. CONSULTEES:

Enterprise DMT
Head of Legal Services
SLT

10. BACKGROUND PAPERS:

Report to individual Cabinet Member on 20th May 2016 titled:
Future Provision of South Wales Trunk Road Agency (SWTRA)

11. AUTHOR: Roger Hoggins, Head of Operations

12. CONTACT DETAILS:

Tel: 01633 644133
E-mail: rogerhoggins@monmouthshire.gov.uk

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South Wales Trunk Road Agent

Managing and Improving
Motorways and Trunk Roads
through South Wales



Asiant Cefnffyrdd De Cymru

Rheoli a Gwella'r Traffyrdd
a'r Cefnffyrdd yn Ne
Cymru

SOUTH WALES TRUNK ROAD AGENT SERVICE COLLABORATION AGREEMENT

THE AGREEMENT





Service Collaboration Agreement



SERVICE COLLABORATION AGREEMENT DOCUMENTS	
Volume	Title
-	THE AGREEMENT - This Volume
A	Not Used
B	Not Used
C	Specification
D	Costing & Payment Mechanism
E	Health, Safety and Environment
F	Asset Data and Network Information
G	Performance Management
H	Risk Register
I	Reporting Forms
J	Testing
K	Special Requirements

THIS AGREEMENT is made the

2017



BETWEEN:

- (1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre Port Talbot SA13 1PJ
- (2) CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Carmarthen, Carmarthenshire, SA31 1JP
- (3) MONMOUTHSHIRE COUNTY COUNCIL** of County Hall, The Rhadyr, Usk, NP15 1GA

("the Authorities" and "Authority" means any one of them)

WHEREAS:-

- (1) The Agent has entered into an Agency Agreement with the Welsh Government for the management, maintenance and improvement of trunk roads in South Wales
- (2) In discharging its obligation to the Welsh Government, the Agent, as more particularly described in its procurement strategy wishes to deliver its routine maintenance obligations in partnership with the Authorities in order to benefit from the existing skills and resources available
- (3) This Agreement is entered into to establish the relationship rights and liabilities between the Authorities in order to implement and develop a delivery partnership for the routine and cyclic maintenance and inspection based activities (which may or may not reduce during the Term) in accordance with the standards and priorities set out in the Agency Agreement.

NOW IT IS AGREED as follows:-

1. Definitions and interpretation

1.1 In this agreement unless the context otherwise requires:

"the 1972 Act" means the Local Government Act 1972

"the 1980 Act" means the Highways Act 1980

"the 1994 Act" means the Local Government (Wales) Act 1994

"the 1996 Act" means the Housing Grants, Construction and Regeneration Act 1996

"the 2000 Act" means the Local Government Act 2000



Service Collaboration Agreement



Adverse Weather Service	is the Service provided by the Partner Authority to meet the requirements of the Agent's published Adverse Weather Plan.
"Agent"	means Neath Port Talbot County Borough Council
Agent Director	means the Corporate Director at the Agent with responsibility for leading on the Agency Agreement
"Agency Agreement"	means the Welsh Government Managing Agent Agreement between the Welsh Government and the Agent relating to the maintenance and improvement of trunk roads made between the Welsh Government and the Agent commencing on the 1 st April 2016
"Agency Area"	means the trunk roads within the area defined by the Agency Agreement
"Agency Manager"	means the person appointed by the Agent to the post of managing the implementation of the Agency Agreement and also defined by the Agency Agreement
"The Service"	is work or works comprising Routine Cyclic Maintenance Activities; Reactive Maintenance; Adverse Weather Service; Emergency Works and Minor Improvements undertaken by the Partner Authority on behalf of the Agent to the Asset
"The Agreement"	is the Service Collaboration Agreement between the Authority as the Agent Authority and the Partner Authority.
"Area Information"	is contained within Volume F of the Service Collaboration Agreement and contains details required by the Partner Authority for the provision of the Service
"The Asset"	is the trunk road comprising the individual highway infrastructure components within the geographic extent of the boundaries indicated in Volume F of the Service Collaboration Agreement.
"The Agreement Manager"	is the Agency Manager, other delegated representative responsible for managing work under the Agreement or, where applicable, his nominated delegates from within the NMWTRA Trunk Road Management Unit (TRMU). The Agent is also the Client under the CDM 2015 Regulations for this Agreement.
"Authority" or "Partner Authority" or "Authorities"	means any one of the Authorities which for the purposes of this Agreement shall also include Neath Port Talbot County Borough Council in its own right and not as Agent
"Agent Works"	means works carried out pursuant to an Agent Works Order

“Agent Works Order”	Agent Works Order means an instruction issued by the Service Manager, Agreement Manager or his delegated representative to the Partner Authority Trunk Road Works Manager to carry out a Task as more particularly described in the Agent Works Order Instruction Form a sample of which is enclosed at Schedule Three
“Category 1 Defects”	are defects that require prompt attention because they represent an immediate or imminent hazard or because there is a risk of short term structural deterioration;
“Category 2 Defects”	are defects that are <u>not</u> Category 1 Defects
“Collaboration”	means the arrangements established by the Authorities for the implementation and administration of the Agency Agreement in respect of routine and cyclic maintenance and inspection based activities as more particularly described in this Agreement.
“Confidential Information”	means any information which has been designated as confidential by an Authority or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which related to the business, affairs, assets, goods or services or operations of the Authorities.
“Chief Officers”	means the Head of Paid Service or their delegated officers within each Authority
“Cyclical Maintenance Activity Schedule of Indicative Cost”	is the schedule contained in Volume D Appendix C within which the Partner Authority has entered his time-based costs for the provision of Routine Cyclic Maintenance Activities
“Agent’s Software Database System”	is the current version of the Agents’ standard software system for processing storing and managing data relating to the Asset and the Service
“Database”	is the relevant Agent’s intranet site as follows: For SWTRA, the SIMS site at: https://aspireview.aspiren.com/WelshPublicSector/Live/?instanceid=45 For NMWTRA SharePoint Collaboration Portal at https://nmwcp.gwynedd.gov.uk/default.aspx
“Defect”	means something which is not in accordance with the Specification
“Defined Cost”	means the amount paid by the Authority in providing the Agent Works as more particularly defined at Schedule Four

“Data Protection Act 1998”	means the Data Protection Act 1998 and includes any subordinate legislation made under this Act from time to time together with any guidance and/or code of practice issued by the Information Commissioner in relation to such legislation
“Duty Engineer”	is the Agent’s representatives responsible for managing and co-ordinating the response of the Agent to network incidents and adverse weather
“Duty Officer”	is the Partner Authority’s Works Unit representative responsible for managing and co-ordinating the response of the Partner Authority to network incidents and adverse weather and includes the role of Duty Winter Officer. The Duty Officer will liaise directly with Agreement Manager
“Emergency”	is an unforeseen event which directly or indirectly affects the Agency Area and causes or has the potential to cause disruption to the free flow of traffic within the Agency Area or threatens the safety of the users of the Agency Area or is an unforeseen event within the Agency Area likely to affect areas outside the Agency Area or is an immediate or imminent threat to the integrity of any part of the Agency Area or adjacent areas.
“Emergency Services”	includes representatives of the Police, Ambulance, or Fire Services or others (Category 1) authorised to deal with an Emergency within the Partnership Area or which has an effect upon the Partnership Area.
“Emergency Works”	are unforeseen renewal works repairs or other actions resulting from an Emergency event within the Asset.
“Financial Year”	means a period of 12 months commencing on 1 April in any year and ending on 31 March in the following year
“Fixed Cost Component Schedule”	is the schedule contained in Volume D Appendix A within which the Partner Authority has entered his fixed costs for providing all of the Service
“Government”	is the Welsh Government who has ultimate responsibility for the Trunk Roads in Wales.
“Government’s Vehicles”	are the vehicles owned by the Welsh Government and detailed in in Volume F of the Service Collaboration Agreement
“Head of Paid Service”	means the officer so designated under Section 4 of the Local Government and Housing Act 1989 by any Authority
“Highway Works”	are construction or maintenance works.

“Maintenance Works”	<p>are:</p> <ul style="list-style-type: none"> • Works determined within the financial limits set out in the Price List • short term or Programmed Activities necessary to preserve the assets forming part of the Asset in a state of good repair, • reactive works to replace those parts of the Asset which have become unserviceable due to damage, defects and wear and tear <p>emergency works to replace or renew those parts of the Asset resulting from incidents, weather related or other natural occurrences</p>
“Monthly Progress Meetings”	are those held in accordance with Volume C Clause 80002 AR.
“Network Incident”	is an event on or adjacent to the Trunk Road network which requires an Incident Response
“Overseeing Organisation”	means the Welsh Government
“Partner Representative”	means the delegated officer representative of each Authority appointed to the Executive Group and more particularly described in Schedule Two
“Personal Data”	shall have the meaning set out in the Data Protection Act 1998 and includes Sensitive Personal Data as defined by the same Act
“Service Collaboration Agreement”	and the Agreement is the formal Agreement between the Partner Authority and the Agent
“Partnership Area”	means the geographical area of Trunk Road Network defined in Volume F Section 1 of the Service Collaboration Agreement.
“Partner Authority Trunk Road Works Manager”	means the person undertaking that role under Volume C Clause 80003 AR
“Partner Authority”	is the organisation who has undertaken to deliver the Services to the Agent under the terms of the Service Collaboration Agreement
“Performance Improvement Plan and PIP”	means that part of the Partner Authority’s plan defined in Volume G of the Service Collaboration Agreement.

“Programmed Works”	<p>are Improvements or planned maintenance work to enhance the Asset identified by the Agent and undertaken by the Agent’s Framework Contractor or the Partner Authority.</p> <p>or Improvements identified in the Welsh Government’s Trunk Road Forward Programme</p>
“Routine Cyclic Maintenance Activities”	are cyclical activities to be undertaken by the Partner Authority on an annual basis
“Re-active Works”	are works that the Partner Authority will be instructed to undertake on an ad-hoc basis by the Agent
“Risk Realisation”	means an additional sum calculated by the Agent payable to the Authorities in line with the principles of this Agreement
“Sub-Partner”	means a Local Authority who carries out work for the Partner Authority under this Agreement and who is not the Partner Authority
“Task”	means work within the service which the Agent may instruct the Authority to carry out within a stated period of time
“Task Completion Date”	means the date for completion stated in an Agent Works Order Instruction unless later changed in accordance with this Agreement.
“Termination”	means the termination of this Agreement pursuant to clause 14
“Trunk Roads”	mean the Agency Area highway network including motorways and special roads (where relevant), boundaries and operational interfaces identified in Volume F of the Service Collaboration Agreement
“TUPE Regulations”	means the means the Transfer of Undertakings (Protection of Employment) Regulations 2006
“Variable Cost Schedule of Indicative Cost”	is the schedule contained in Volume D Appendix B within which the Partner Authority has entered his variable labour, plant and material costs for for the provision of Reactive Works and Emergency Works
“Welsh Government”	means the Welsh Government of Cathays Park Cardiff CF10 3NQ

“WTTC”	is the Welsh Transport Technology Consultant who manages the communications infrastructure and supporting control systems of the Asset on behalf of the Welsh Government.
“WGMA”	is the Welsh Government Agency Maintaining Agreement between the Welsh Government and the Agent
“Welsh Government Owned Asset”	is property owned or leased by the Welsh Government as identified in Volume F.

1.2 In this Agreement unless the context requires otherwise:

- (a) references to volumes, clauses, paragraphs, recitals and schedules are references to volumes, clauses and paragraphs of, and recitals and schedules to, this Agreement and any reference to a paragraph is to the relevant paragraph of the schedule in which the reference appears;
- (b) a reference to any statute or statutory provision shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute, statutory provision or subordinate legislation as it may have been, or may from time to time be, amended, modified or re-enacted (with or without modification) provided that no such amendment, modification or re-enactment made after the date hereof shall apply for the purposes of this Appointment to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (c) references to a “**person**” shall be construed so as to include any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership local authority (whether or not having separate legal personality);
- (d) references to any gender shall include every gender, and the singular shall include the plural and vice versa;
- (e) references to “**indemnify**” and “**indemnifying**” any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs and expenses (including legal fees on a solicitor own client basis, taxes and fines) made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- (f) references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- (g) references to a “**party**” or the “**parties**” mean any of the Authorities
- (h) the rule known as the ejusdem generis rule shall not apply and accordingly general words introduced by the word “**other**” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;



Service Collaboration Agreement



- (i) the words “includes” and “including” shall be interpreted as “includes without limitation” and “including without limitation”;
- (j) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

1.3 The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the recitals and schedules.

1.4 The headings to clauses and schedules are for convenience only and shall not affect the construction or interpretation of this Agreement.

1.5 In the event and to the extent only of any conflict between the clauses and the schedules, the clauses shall prevail.

2. The Collaboration

2.1 This Agreement is made pursuant to the powers contained in the 1972 Act, Section 25 of the 1994 Act and section 20 of the 2000 Act as being conducive to the discharge of the functions of the Authorities as local highway authorities for the purposes of the 1980 Act

2.2 It is agreed between the Authorities that a delivery collaboration shall be established pursuant to section 101 of the 1972 Act section 25 of the 1994 Act and section 20 of the 2000 Act for the Collaboration and which shall be known as “South Wales Trunk Road Agent Service Collaboration Agreement”

2.3 The Collaboration shall operate in accordance with the terms of this Agreement.

2.4 This Agreement shall take effect from the 1st April 2016 and shall continue until Termination.

2.5 For the avoidance of doubt references in the schedules to the term year 1 or the first year shall be taken as meaning the 1st April 2016 until the 31st March 2017 and references to year 2 or the second year shall be taken as meaning the 1st April 2017 to 31st March 2018

2.6 Notwithstanding the above each Authority is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Authorities (except as expressly provided in this Agreement) of principal/agent or of employer/employee. No Authority shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly permitted by the terms of this Agreement. In particular for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall be taken to establish any partnership as defined by The Partnership Act 1890.

3. Agreement Documents

3.1 The following documents form part of, or will, when agreed and approved by all parties form part of this Agreement:

- 3.1.1 Volume C The Specification
- 3.1.2 Volume D Costing and Payment Mechanism
- 3.1.3 Volume E Health, Safety and Environment

- 3.1.4 Volume F Asset Data and Network Information
- 3.1.5 Volume G Performance Management
- 3.1.6 Volume H Risk Registers
- 3.1.7 Volume I Reporting Forms
- 3.1.8 Volume J Testing
- 3.1.9 Volume K Special Requirements

Volumes A and B are Not Used

(hereinafter jointly referred to as “the Service Collaboration Agreement”)

4. Responsibilities of the Agent

4.1 The Agent shall be responsible for:

- 4.1.1 implementing the Agency Agreement and ensuring compliance with its requirements in respect of the Collaboration;
- 4.1.2 allocating services to the Partner Authority for the provision of the Agency Service;
- 4.1.3 coordinating the delivery of routine and cyclical maintenance services throughout the Authorities areas
- 4.1.4 being the source of all communication with the Welsh Government
- 4.1.5 servicing and supporting the management of this Agreement;
- 4.1.6 establishing Standing Orders, Financial Regulations, and Procurement Strategies
- 4.1.7 providing such services (including water and electricity) and “free issue” plant and materials and equipment as more particularly described in the Service Collaboration Agreement
- 4.1.8 providing a right of access for the Authority as necessary for the work included in this Agreement.
- 4.1.9 providing things which he is to provide as stated in the Service Collaboration Agreement.

4.2 Any right or responsibility of the Agent as Agent shall be exercised in accordance with this Agreement

5. Commencement and Term

- 5.1 This Agreement shall come into force on the date hereof
- 5.2 Termination shall be in accordance with clause 14
- 5.3 Following Termination of this Agreement whether pursuant to clause 14 or otherwise

- 5.3.1 The provisions of clauses 11, 12, 13, 15 and 16 shall bind the parties and remain in full force and effect notwithstanding Termination;
- 5.3.2 Any rights or obligations to which any of the parties may be entitled or be subject before Termination shall remain in full force and effect; and
- 5.3.3 Termination shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event which gave rise to the Termination or any other right to damages or other remedy which any party may have in respect of any breach of this Agreement which existed at or before the date of Termination

6. Staffing and Operational matters

- 6.1 Provision of services within the Agency Area shall be by the Partner Authority in accordance with Service Collaboration Agreement or external contractors appointed in accordance with the Agent's procurement strategy
- 6.2 Partner Authorities may, if required by the Agent, operate within any part of the Agency Area in accordance with section 25 of the 1994 Act and in accordance with the Agency work allocation protocol contained within this Agreement
- 6.3 On the date of entering into this Agreement the Authorities are to confirm to the Agent that they have all necessary consents and delegations to perform the obligations of this Collaboration Agreement and shall provide the Agent with a list of officers who are authorised to accept Agent Works Orders
- 6.4 Authorities must ensure they appoint appropriate and suitably qualified personnel to undertake any Agent Works

7. Partnership Authorities

- 7.1 The staff structure and appointment of staff for any Partnership Authority engaged in the provision of the Agency Service shall be the responsibility of the relevant Authority and each of the Authorities shall appoint sufficient and suitable staff to ensure that Partnership Authority meet their obligations under this Agreement.
- 7.2 Each Authority shall be responsible for executing its part of its obligations under this Agreement not only in accordance with the Service Collaboration Agreement agreed with that authority but also in a proper workmanlike and substantial manner in accordance with generally accepted practice and with due regard to all relevant health and safety requirements either by law or which it is best practice to provide and shall be responsible for the safety, proper functioning, fitness for purpose and compliance with all legal requirements of all plant tools and equipment it brings into the Service

8. Service Delivery

- 8.1 Relevant (to be determined by the Agent alone) trunk road routine and cyclical maintenance and inspection type services shall be allocated by the Agent to each Authority in accordance with the plan annexed hereto at Schedule Two by way of an Agent Works Order Instruction and in accordance with the Service Collaboration Agreement.
- 8.2 Each Authority shall at all times comply with all codes of practice, laws and legal obligations relating (whether in whole or in part) relating to this Agreement and any Agent Works Order Instruction, including health and safety and non-discrimination laws, environmental laws and regulations and minimises any interference caused by their work, to the Agent and others.
- 8.3 Where an Agent Works Order Instruction is placed, the Authority will accept the appointment of Principal Contractor and Principal Designer in accordance with the Construction Design and Management Regulations as may be required by Volumes C and E of the Service Collaboration Agreement.
- 8.4 In the performance of any Agent Works Order Instructions, each Authority must conform with the obligations of this Agreement Each Authority shall ensure that it has sufficient and capable resources to deliver the service requirements set out in the Service Collaboration Agreement.
- 8.5 Each Authority shall be entitled to subcontract any elements of any Agent Works Order Instructions provided that the consent of the Agent is obtained, such consent is not to be unreasonably withheld. If Agent consent is given, such consent shall not relieve or excuse the Authority from any liability or obligation under the this Agreement and the Authority shall be responsible for the acts, defaults or neglect of any sub-contractor in all respects as if they were the acts, defaults or neglect of the Authority or his agents or employees. In the event of such defaults or neglect, Authorities may request the same be treated as a Risk Realisation Event and the Agent will accordingly make an application to the Welsh Government. Funding of such Risk Realisation Event will be at the discretion of the Welsh Government with no right of appeal for the Authorities
- 8.6 The Authorities undertake to use their best endeavours to provide the services set out in the Service Collaboration Agreement efficiently and demonstrably at good value for money and in accordance with the requirements of the Agency Agreement.
- 8.7 Each Authority shall submit to the Agent by the 1st February of each year of the term of this Agreement a procurement strategy that shall detail where applicable any sub contracted work where applicable that will not be delivered directly by the Authority. The Agent will respond to the procurement strategy within 4 weeks either accepting it or requesting changes be made.
- 8.8 The updated programme, resource schedule and indicative price list (as more particularly defined in the Volume D) and a list of works they wish to subcontract is to be submitted for the following financial year (commencing 1st April) will be submitted by the Authority by 1st February for agreement by the Agent. The Agent will respond to the updated programme, resource schedule and price list within 4 weeks either accepting it or requesting changes be made.
- 8.9 The Authority does not start work until the commencement date and provides the Agent Works until the later of the end of the service period and the latest Task Completion Date.
- 8.10 The Agent may instruct the Authority to stop or not to start any work and may later instruct him to re-start or start it.



9. Management

- 9.1 This Agreement shall be managed in accordance with the provisions of Schedule One
- 9.2 Each of the Authorities in performance of their obligations under this Agreement and any Agent Works Order Instruction shall at all times act in the spirit of mutual trust and cooperation
- 9.3 The provisions of this Agreement shall be reviewed annually
- 9.4 Each Authority hereby agrees that for the purposes of the maintenance work undertaken by each Authority the Housing Grants, Construction and Regeneration Act 1996 as may be amended from time to time will apply

10. Communications

- 10.1 Each communication which this Agreement requires has effect when it is received in writing at the last address notified by the recipient for receiving communications.
- 10.2 If this Agreement requires the Agent or the Authority to reply to a communication, unless otherwise stated in this Agreement, he replies within the period for reply.
- 10.3 For the purposes of clause 10.2 the period for reply shall be 2 weeks
- 10.4 Either party may request, in writing, an extension of time for reply. The other party at its discretion may within one week grant in writing an extension of time to reply.

11. Defects

- 11.1 The Agent may notify a Defect at any time before the later of the end of the service period and the latest date for completion of a Task.
- 11.2 The Authority corrects Defects whether notified or not, within a time which minimises the adverse effect on the Agent and others
- 11.3 The Authority and the Agent may each propose to the other that the Service Collaboration Agreement should be changed so that a Defect does not have to be corrected. If the Authority and the Agent are prepared to consider the change, the Authority submits a quotation for reduced Prices to the Agent for acceptance. If the Agent accepts the quotation, he gives an instruction to change the Service Collaboration Agreement and the Prices accordingly.
- 11.4 Failure to address Defects will follow the process outlined in Volume G
- 11.5 If the Authority has not corrected a notified Defect within the time required by this Agreement, the Agent shall arrange completion of the notified Defect

12. Property

- 12.1 Each Partner Authority shall provide and shall repair and maintain all property, assets and vehicles required to perform any Agency Service as identified in Volume C & F of the Service Collaboration Agreement
- 12.2 Each Partner Authority shall provide and shall repair and maintain all plant tools and equipment required to perform any Agency Service
- 12.3 If any plant tools or equipment are provided to an Authority by the Agent then the Agent shall ensure that adequate insurance arrangements are in place for the use of such plant tools or equipment. Prior to use of such plant tool or equipment the Authority shall produce to the Agent details of those suitably qualified staff who are able to utilise such plant tools or equipment along with any details so required by the Agent to determine whether such suitably qualified staff are able to use such plant tools or equipment. For the avoidance of doubt no plant tools or equipment shall be utilise by those suitably qualified staff who have not been approved by the Agent. Where such plant tools or equipment are provided the Authorities shall take all reasonable measures required to preserve them in good condition, including all day-to-day maintenance, and shall promptly deliver them up to the lender on request as soon as they are no longer required.
- 12.4 If any plant tools or equipment are lent or hired by any Authority (including the Agent) to another, the provisions of this clause 12.4 shall apply. Prior to use of such plant tool or equipment the Authority shall produce to the Agent details of those suitably qualified staff who are able to utilise such plant tools or equipment along with any details so required by the Agent to determine whether such suitably qualified staff are able to use such plant tools or equipment. For the avoidance of doubt no plant tools or equipment shall be utilised by those suitably qualified staff who have not been approved by the Agent. The borrowing Authority shall take all reasonable measures required to preserve them in good condition, including all day-to-day maintenance, and shall promptly deliver them up to the lender on request as soon as they are no longer required. Where loaned equipment is permanently damaged or lost, the borrower shall arrange to provide the lender with a replacement or with its equivalent market value, as the lender desires.
- 12.5 Following the completion of an Agent Works Order Instruction, the Authority
- 12.5.1 returns to the Agent, equipment and any other such items provided by the Agent,
 - 12.5.2 provides items of equipment only if operated by the Authority's staff for the Agent's use as stated in the Service Collaboration Agreement and
 - 12.5.3 provides information for the Agent's use as stated in the Service Collaboration Agreement.

13. Liability and Insurance

- 13.1 In the event of:
- 13.1.1 a successful claim being brought against any or more than one of the Authorities arising in respect of negligence, nuisance, breach of statutory duty or any other tort or in



Service Collaboration Agreement



respect of any other legal right or remedy, howsoever arising out of the performance of the works under the Agency Agreement,

- 13.1.2 Including, for the avoidance of doubt breach of the conditions or requirements of the Agency Agreement or
- 13.1.3 any occurrence affecting or abating the valuation of any work or materials supplied pursuant to the Agency Agreement resulting from a breach thereof by any Authority, or
- 13.1.4 a successful prosecution against any Authority or their employees in respect of any failure to comply with any legal requirement to be complied with during the course of the works under the Agency,
- 13.1.5 a successful claim or abatement of payment from the Welsh Government to the Local Authority to the Agent as a result of a breach of the Agency Agreement or a failure to meet its requirements.

then as between the Authorities all liabilities, costs, claims, demands, expenses, fines and other penalties (including legal fees and expenses) arising therefrom or in any way relating thereto shall be borne by any Authority to the extent of its responsibility and each of the Authorities shall indemnify and keep indemnified and account to the other Authorities accordingly.

13.2 Where the Agent appoints an Authority to undertake an Agent Works Order Instruction, the following provisions shall apply:

- 13.2.1 The Agent indemnifies the Authority against claims, proceedings, compensation and costs payable which are the unavoidable result and arise from
 - 13.2.1.1 fault,
 - 13.2.1.2 negligence,
 - 13.2.1.3 breach of statutory duty,
 - 13.2.1.4 infringement of an intellectual property right or
 - 13.2.1.5 interference with a legal right

by the Agent or by a person employed by or contracted to the Agent

- 13.2.2 The Authority indemnifies the Agent against claims, proceedings, compensation and costs payable which are the unavoidable result and arise from
 - 13.2.2.1 fault, negligence, breach of statutory duty, infringement of an intellectual property right or interference with a legal right and
 - 13.2.2.3 claims, proceedings, compensation and costs payable arising from or in connection with the Authority's fulfilling the Agent Works Order Instruction caused by fault, negligence, breach of statutory duty, infringement of an intellectual property right or interference with a legal right on the part of the Authority



13.2.3 The liability of each Authority to indemnify the other is reduced to the extent that events which are the other Authority's responsibility contributed to the losses, claims, proceedings, compensation and costs.

13.3 Each of the Authorities shall ensure that for the duration of this Agreement they have in place the following insurance

13.3.1 public liability insurance with a minimum limit of £10,000,000 per any one occurrence;

13.3.2 professional indemnity insurance with a minimum limit of £10,000,000 per any one occurrence

13.3.3 contractors all risk insurance with a minimum limit of £10,000,000 per any one occurrence

13.3.4 employers liability insurance with a minimum limit of £10,000,000 per any one occurrence; and

13.4 The provisions of this clause shall survive the termination of this Agreement

14. Termination

Termination of the Agency Agreement

14.1 In the event of the termination of the Agency Agreement this Agreement shall automatically terminate on the same date as the effective termination of the Agency Agreement. Any costs which cannot be reclaimed under the terms of this Agreement shall be borne by each Authority in their own right

Termination by default

14.2 In the event that an Authority (save for the Agent) commits a breach of its obligations under this Agreement the Agent shall serve on the Authority a written notice specifying such breach and the Authority shall within twenty eight calendar days remedy such breach.

14.3 In the event of more than one notice served under clause 14.2 in a calendar year then or alternatively within twenty eight calendar days of an unsatisfactory performance review, the Authority shall produce a plan setting out the following:-

14.3.1 Proposals and timescales for bringing that aspect of the service up to a satisfactory standard.

14.3.2 The agreed corrective action to prevent unsatisfactory performance in the future.

14.3.3 Proposals for additional monitoring and any future targets.

Hereinafter referred to as an "Improvement Plan"

14.4 If a notice served under clause 14.2 is not complied or unsatisfactory performance or failure is not corrected by the Authority following the submission of its Improvement Plan within agreed



timescales or if there are two or more aspects of unsatisfactory performance or failure occurring at any one time, the Agent may take remedial action within the terms of the Agreement on the Authority for all or part of the services, which may include making alternative arrangements for the relevant work or function to be undertaken by others.

Termination without fault

- 14.5 This Agreement may be terminated on the 1st April in any year by any one or more of the Authorities serving on the other Authorities no less than six calendar months' notice of termination ("the Notice of Termination") whereupon the remaining Authorities may conclude a revised partnership between themselves save where the terminating authority is the Agent. Such Notice of Termination may not expire between the periods of 1st October and 31st March of year of the duration of this Agreement
- 14.6 In the event that no revised partnership is set up the Agent may make such arrangements as are necessary to provide the Agency Service either to the continuing satisfaction of the Welsh Government or until such time as a new Agency Agreement is entered into by the Welsh Government

Determination of Agreement by the Courts

- 14.7 Where the courts have determined that this Agreement should not have been awarded because the Agent committed a breach of its statutory obligations then this Agreement shall terminate within 3 calendar months of the date of judgement of the court unless any decision is appealed beforehand. For the avoidance of doubt in respect of such judgement the Authorities shall not be entitled to any further payment in accordance with the terms of this Agreement. In the event of any losses or debts incurred as a result of such judgement, Authorities may request the same be treated as a Risk Realisation Event and the Agent will accordingly make an application to the Welsh Government. Funding of such Risk Realisation Event will be at the discretion of the Welsh Government with no right of appeal for the Authorities

PROVIDED THAT in any event of Termination of this Agreement

- 14.8 any rights or obligations to which any of the Authorities may be entitled or be subject before Termination shall remain in full force and effect; and
- 14.9 Termination shall not affect or prejudice any right to damages or other remedy which any party to this Agreement may have which existed at or before the date of Termination or which occurred as a result of any act or omission prior to Termination

15. Financial Arrangements and Payment Mechanism

- 15.1 The financial arrangements associated with the administration of the Collaboration shall be as set out in Schedule Four and Volume D of the Service Collaboration Agreement.



16. Risk

16.1 Risks associated with the administration of the Collaboration shall be as set out in Volume H of the Service Collaboration Agreement.

17. Confidentiality

17.1 The Authorities shall:

- 17.1.1 treat all Confidential Information as confidential and safeguard it accordingly and
- 17.1.2 not disclose any Confidential Information of any other Authority without the prior written consent of that Authority, except to such person and to such extent as may be necessary for the performance of this Agreement

17.2 Each Authority shall take all necessary precautions to ensure that all Confidential Information obtained from other Authorities under or in connection with this Agreement

- 17.2.1 is given only to such of the staff or contractors engaged in connection with the performance of this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for performance of this Agreement;
- 17.2.2 is treated as confidential and not disclosed (without prior approval) or used by any person otherwise than for the purposes of this Agreement.

17.3 Each Authority shall ensure that its staff are aware of the confidentiality obligations under this Agreement

17.4 Each Authority shall not use any Confidential Information it received from another Authority otherwise than for the purposes of this Agreement

18. Data Protection

18.1 The Authorities agree to comply and have adequate measures in place to ensure all its officers, employees, servants, contractors or agents comply at all times with the provisions and obligations of the Data Protection Act 1998 and in particular

- 18.1.1 the Authorities shall not use Personal Data or any part thereof for any purposes whatsoever other than for the purpose of performing this Agreement
- 18.1.2 the Authorities shall keep and dispose of all Personal Data in a safe and secure manner
- 18.1.3 the Authorities shall retain all Personal Data for only as long as is necessary for performing this Agreement



18.1.4 the Authorities shall immediately inform the Host Authority of any breaches or suspected breaches of the provisions of the Data Protection Act 1998 in relation to information obtained in the course of performing the this Agreement

19. Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and complaints

- 19.1 The Authorities acknowledge that they are subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 together referred to as (FOIA) and all information held by the Authorities is subject to this Legislation
- 19.2 The Authorities shall provide all necessary assistance as reasonably requested by each other to respond to a request made under FOIA in accordance with the legislation
- 19.3 Each Authority shall be responsible for determining at its absolute discretion whether information held by it is exempt from disclosure in accordance with the provisions of FOIA and whether the information is to be disclosed in respect of any request made to it
- 19.4 Authorities shall provide all necessary information to each other to answer any complaints under their complaints procedures or enquiries from any statutory body

20. Force Majeure

- 20.1 Notwithstanding anything else contained in this Agreement no Authority shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not by way of limitation national emergency war flood earthquake strike or lockout other than a strike or lockout induced by the Authority so incapacitated, imposition of governmental regulations or law which renders performance of the Agreement impossible
- 20.2 The Authorities agree to give written notice forthwith to the other upon becoming aware of the reasons likely to result in a delay and of the likely duration of the delay and subject to the giving of each notice, the performance of such notifying Authority's obligations shall be suspended during the period such circumstances persist and such notifying Authority obligations shall be granted an extension of time for performance equal to the period of the delay.

21. Variation

If all Authorities agree to changes to this Agreement a memorandum of variation shall be prepared by the Agent for execution on behalf of the Authorities by the same method of execution of this Agreement and appended to this Agreement

22. Statutory change to status of Authorities



Authorities may transfer or novate the whole of this Agreement to another public authority constituted or authorised to discharge the functions and/or responsibilities of that particular Authority under this Agreement.

23. Severability

23.1 If any of the provisions of this Agreement is found by a Court or other competent authority to be void or unenforceable such provisions shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect Notwithstanding the foregoing the Authorities shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable

24. Entire Agreement

24.1 This Agreement constitutes the entire agreement and understanding of the Authorities and supersedes any previous agreement between the Authorities relating to the subject matter of this Agreement

24.2 Each of the Authorities acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty or understanding whether negligently or innocently made of any person whether party to this Agreement or not other than as expressly set out in this Agreement

25. The Contracts (Rights of Third Parties) Act 1999

25.1 The Authorities agree that the provisions of the said Act are hereby excluded

26. Co-operation

26.1 The Authorities agree to co-operate fully with each other and provide such information and assistance as the other may reasonably require in connection with any actual or potential legal proceedings arbitration hearings inquiries ombudsman enquiries inspections internal investigations and disciplinary hearing arising out of or in connection with the provision of this Agreement provided that such obligation shall not extend to any such proceedings between the Authorities

27. Litigation



Service Collaboration Agreement



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- 27.1 The Authorities agree to promptly notify the others by written notice upon becoming aware of or in receipt of any process or other notice of the commencement of proceedings in which any Authority is named in connection with this Agreement
- 27.2 No litigation will be commenced in connection with anything arising out of this Agreement without the prior written notification to the Authorities
- 27.3 The Authorities shall fully and effectively co-operate with each other in the prosecution defence settlement negotiations in relation to proceedings
- 27.4 No settlement of any claim made against any Authority in connection with or arising from this Agreement, will be made without that Authority's consent



28. Dispute relating to this Collaboration Agreement

28.1 Without prejudice to the obligations in clause 29 prior to any dispute difference or disagreement pursuant to the remaining provisions of this clause 28 the Authorities shall seek to resolve the matter as follows:

- 28.1.1 in the first instance the issue shall be referred to the Executive Group
- 28.1.2 if the aforementioned chief officers are unable to resolve the matter within 30 working days then the issue shall be referred to the Head of Paid Service of the Local Authorities and the Chief Executive officer of the other Authority
- 28.1.3 if the Heads of Paid Service are not able to resolve the matter within a further thirty (30) working days then decision shall be reached between them as to what steps should then be put in place to resolve such dispute difference or disagreement

29. Notices

29.1 Any demand notice or other communication given or made under or in connection with this Agreement will be in writing and sent to the Head of Paid Service of any Authority

29.2 Any such demand notice or other communication will if given or made in accordance with this clause be deemed to have been duly given or made as follows:

- 29.2.1 if sent by prepaid first class post on the second working day after the date of posting or
- 29.2.2 if delivered by hand upon delivery at the address provided for in this Agreement or
- 29.2.3 if sent by facsimile on the day of transmission provided that a confirmatory copy is sent by pre-paid first class post on the same working day that the facsimile is transmitted
provided however that if it is delivered by hand or sent by facsimile or email on a day which is not a working day or after 4.00pm on a working day it will instead be deemed to have been given or made on the next working day

29.3 Any such demand notice or other communication will in the case of this Agreement by post or delivery by hand be addressed to the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the Authorities as being the address for service

29.4 Any such demand notice or other communication will in the case of service by facsimile be sent to the recipient using the facsimile number then used by the recipient at an address which in accordance with this clause could have been used for service by post

30. Governing Law

30.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales

31. TUPE Regulations

- 31.1 The TUPE Regulations may apply to the expiry or termination of this agreement and the parties agree that in the event that the TUPE Regulations do so apply, the contracts of employment of any relevant employees shall transfer to a successor organisation as at the date of expiry or termination. In the event that the TUPE Regulations do apply the Authorities shall:
- 31.1.1 ensure that all wages, salaries and other benefits including without limitation all holiday pay, payments of PAYE, national insurance contributions and pension contributions of any relevant employees and other employees including former employees of the Authorities who have been engaged in the Collaboration up to the date of termination are satisfied;
 - 31.1.2 indemnify and keep indemnified the Agent from and against all actions and proceedings and all liability, loss, damages, injury, claims, costs and expenses (including legal expenses) arising from any claim whatsoever by any current or former employee of the Authorities in respect of or in any way relating to any period prior to and including the date of expiry or termination;
 - 31.1.3 comply with its obligations under Regulation 11 and 13 of the TUPE Regulations and shall indemnify the Agent against all liability, loss, damages, injury, claims, costs and expenses (including legal expenses) as a result of or in connection with any breach by the Company of Regulation 11 and/or 13 of the TUPE Regulations.
- 31.2 In the event that the TUPE Regulations do apply the Agent shall use its reasonable endeavours to procure that any successor organisation shall be responsible for the payment of all salaries and the provision of all other benefits (together with relevant deductions) for the relevant employees from the date of expiry or termination. In the event that the TUPE Regulations do not apply on expiry or termination of this agreement, the Authorities shall be responsible for any ongoing costs (including redundancy payments) in relation to all of its employees and shall indemnify the Agent against all Direct Losses arising from any claim whatsoever by or on behalf of any current or former employee of the Authorities or person who is or has at any time been engaged in the provision of the Collaboration prior to the date of expiry or termination or otherwise.
- 31.3 The Authorities shall within a period of six (6) months prior to the expiry of this agreement or following notification by the Agent to the Authorities of its intention to terminate or re-tender this agreement:
- 31.3.1 provide to the Agent promptly and at no cost full and accurate details regarding the number, identity, age, sex, length of service, job title and terms and conditions of employment, which shall include, but without limitation, all employee liability information under Regulation 11 of the TUPE Regulations, in respect of any person employed or engaged by the Company in the provision of the Collaboration (“Authority Assigned Employees”) who it is expected, if they remain in the employment of the Company until immediately before the date of expiry or termination, would be relevant employees (“Retendering Information”);



Service Collaboration Agreement



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- 31.3.2 notify the Agent immediately in writing of any material changes to the Retendering Information as and when such changes arise;
- 31.3.3 be precluded from making any increase or decrease in the numbers of Authority Assigned Employees without the prior written consent of the Authority (such consent not to be unreasonably withheld);
- 31.3.4 be precluded from transferring any of the Authority Assigned Employees to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Collaboration without the prior written consent of the Agent (such consent not to be unreasonably withheld); and
- 31.3.5 be precluded from making any increase in the remuneration or other change in the terms and conditions of employment of the Authority Assigned Employees without the prior written consent of the Agent (such consent not to be unreasonably withheld).
- 31.4 The Authorities shall indemnify and keep indemnified in full the Agent against all losses arising from any claim by any party as a result of the Authority failing to provide or promptly to provide the Agent with any Retendering Information or failing to provide full Retendering Information or as a result of any material inaccuracy in or omission from the Retendering Information.



Service Collaboration Agreement



IN WITNESS WHEREOF this Agreement has been duly executed and delivered the day and year first above written

The Common Seal of)
Neath Port Talbot CBC)
was hereunto affixed in the presence of:-)

Proper Officer

The Common Seal of)
Carmarthenshire CC)
was hereunto affixed in the presence of:-)

Authorised Signatory

The Common Seal of)
Monmouthshire CC)
was hereunto affixed in the presence of:-)

Authorised Signatory

SCHEDULE ONE

Establishment of Executive Group

1. The Executive Group

- 1.1 The Authorities shall establish the Executive Group in accordance with the provisions of this Schedule to undertake the duties and responsibilities assigned to it under this Agreement.
- 1.2 The Authorities shall certify to the Agent that they have delegated to their representative on the Executive Group all powers and duties require to fulfil the requirements of this Agreement.

2. The Duties and Responsibilities of the Executive Group

- 2.1 The role of the Executive Group is to support the Agent in ensuring that the delivery of routine and cyclical activities as more particular described in this Agreement are in accordance with the Agency Agreement, Welsh Government requirements and to place the Agent and the Authorities with the best opportunity to retain the Agency Agreement.
- 2.2 The duties required to support this role are as listed below:
 - 2.2.1 to undertake the Collaboration in accordance with the Service Collaboration Agreement(s) identified, to receive reports on the management of the Collaboration and to take any necessary action to ensure that the operation of this Agreement is satisfactory
 - 2.2.2 to comply with all relevant standards for the Collaboration
 - 2.2.3 to ensure that the Service Collaboration Agreement is delivered in line with the efficiency saving proposals submitted in response to the Welsh Government's review of Trunk Road Services
 - 2.2.4 to ensure that the Service Collaboration Agreement is costed in accordance with requirements of the Welsh Governments to have a fully transparent cost recovery model
 - 2.2.5 to monitor, review and ensure mechanisms are in place to deliver and maintain the performance requirements stipulated in Volume G of the Service Collaboration Agreement
 - 2.2.6 to monitor, review and ensure mechanisms are in place to deliver and maintain the service quality levels stipulated in Specification in Volume C of the Service Collaboration Agreement
 - 2.2.7 to develop proposals for such additional services as may be appropriate
 - 2.2.8 to obtain appropriate advice, assistance and services and where necessary authorise the Agent to undertake the procurement of consultants and advisers



Service Collaboration Agreement



- 2.2.9 to co-ordinate and respond to consultations which have implications for the Agency Area
- 2.2.10 to provide advice to the Authorities on strategic regional and local policy on Collaboration issues in the Agency Area
- 2.2.11 to do such other things in accordance with the terms of this Agreement as may be agreed from time to time by the Authorities
- 2.2.12 to liaise with the Agent to produce a report to the Executive Group on the performance of all Authorities in their performance of their obligations.

3. Establishment and Constitution

- 3.1 There shall be constituted an Executive Group consisting of one representative appointed by each of the Authorities
- 3.2 Having the functions, powers and duties described in this Agreement
- 3.3 Upon and subject to the terms and conditions described in this Agreement

4. Appointment of Representatives

- 4.1 Each of the Authorities shall appoint a Partner Representative who shall hold office until
 - 4.1.1 he or she ceases to be an Employee of the Authority he or she represents
 - 4.1.2 the Authority has decided that another person should act in his or her place and has advised the Agent of that in writing
 - 4.1.3 the person is suspended from his or her employment

and the first Partner Representatives shall be:-

Agent Director -	Mr Gareth Nutt
Agent Representative -	Mr Richard Jones
Carmarthenshire County Council -	Ms Ruth Mullin
Monmouthshire County Council	Mr Roger Hoggins

- 4.2 The Authorities may also nominate a substitute in the temporary absence of the Partner Representative
- 4.3 It is the responsibility of each Partner Representative including any substitute to secure full delegated authority from their employer to undertake functions in management of the Service contained in this Agreement

5. Meetings

- 5.1 Executive Group meetings shall be held at least quarterly each year but additional non-scheduled meetings may be convened if a Partner Representative requests such a meeting or a meeting is requested by the Agent
- 5.2 Meetings shall be held at the office of the Agent or a location to be agreed by the Executive Group but in default of agreement at the offices of the Agent
- 5.3 At the first meeting convened under this Agreement and at subsequent meetings the members of the Executive Group shall agree the timetable for meetings for the forthcoming year
- 5.4 Any meeting shall require 7 days written notice to be given to the members of the Executive Group save in the case of an emergency when a shorter period of notice can be given if all the members of the Executive Group agree to accept such shorter period of notice

6. Chair

- 6.1 The Executive Group shall be chaired by the Agent Director

7. Minutes

- 7.1 The minutes of any meeting shall be delivered to all members of the Executive Group within 10 working days of the meeting being held by the Agent

8. Method of Decision Making

- 8.1 The Executive Group is not a corporate body and cannot make decisions by majority vote and as a consequence of this it must act by the Representative exercising their delegated power
- 8.2 The Executive Group will therefore act by unanimous decision making subject to the Dispute Resolution Procedure set out in clause 28 of this Agreement

9. Quorum

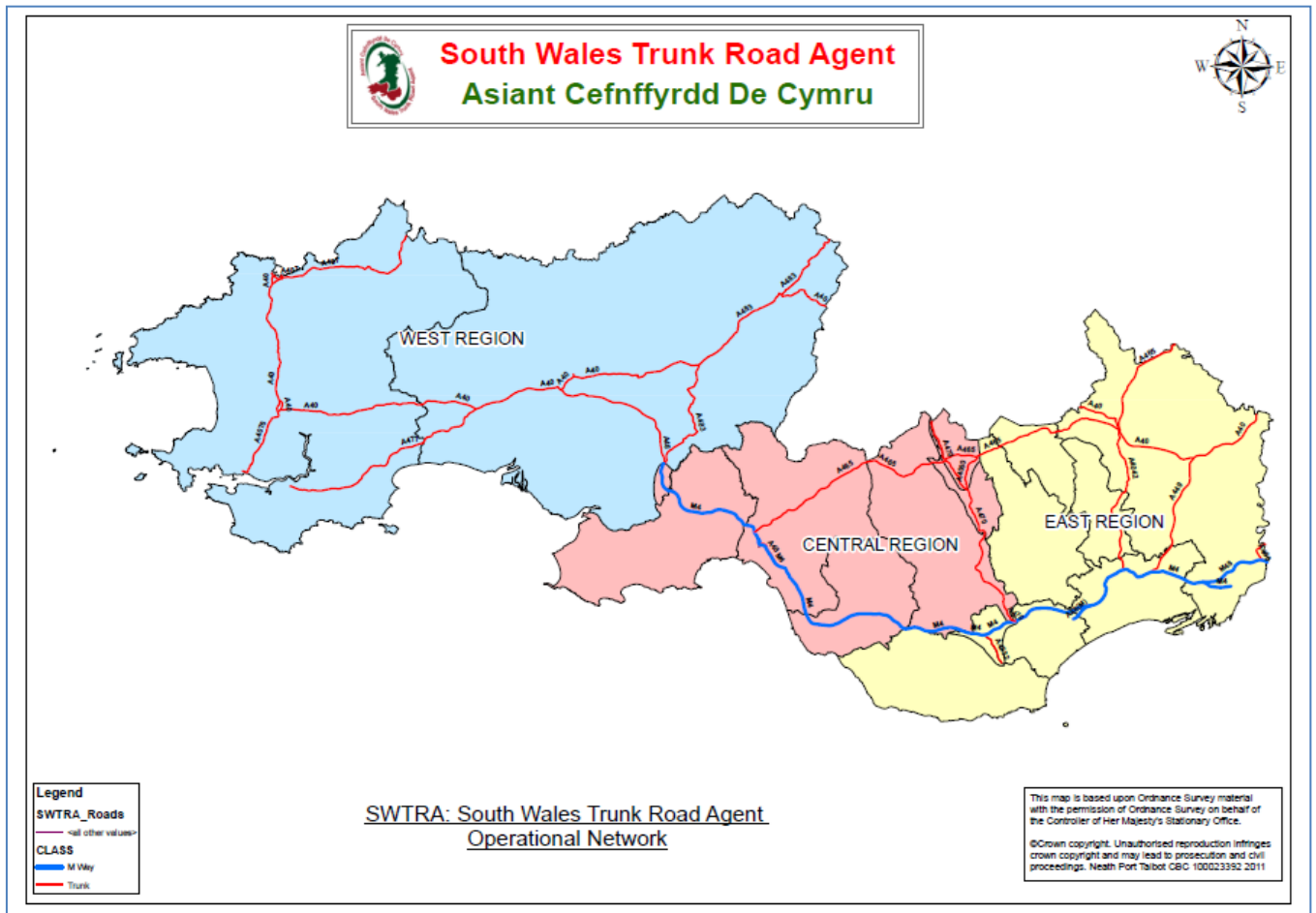
- 9.1 To constitute a valid decision of the Executive Group the representatives of each Authority must be present throughout the discussion of any item of business

10. Urgent Action

- 10.1 In cases of urgency Partner Representatives may agree any course of action within the remit of the Executive Group in writing which shall include exchange of emails

SCHEDULE TWO

South Wales Trunk Road Agent Operational Network Plan



West Region
Central Region
East Region

Carmarthenshire County Council
Neath Port Talbot County Borough Council (Agent)
Monmouthshire County Council



Service Collaboration Agreement



SCHEDULE THREE

WORKS ORDER INSTRUCTION

Agent Works Order



Asiant Cefnffyrdd De Cymru
South Wales Trunk Road Agent

Contract Details:

To:		Works Order No:	
Description:	SAMPLE		
A&E Issue Date:		TO Raised:	
Estimated Cost:		Recharge No:	
Contact for the Works:		Scheme Type:	
Raised By:		Authorised By:	

Works Details

Temporary Repair Due:	
Road Name:	
Defect ID:	
Defect Description:	
Defect Location:	
Defect Priority:	

BOQ Item	Description	Quantity	Rate

Is a permanent repair required: **Yes**

If Yes: **7 Working Day Repair**

Est. Commencement Date	
Permanent Repair Due:	
Road Name:	
Defect ID:	
Defect Description:	
Defect Location:	
Defect Priority:	
Est. Completion Date	

BOQ Item	Description	Quantity	Rate
	SAMPLE		

Overall Total:	£
-----------------------	----------

Received for Partner Authority By: _____ Date & Time: _____

Actual Costs:		Actual Commencement Date:	
		Actual Completion Date	

Certified Costs: _____ For Agent_SAMPLE For Partner Authority.



Service Collaboration Agreement



Certified Complete: _____ **For Agent** _____ **For Partner Authority.**

SCHEDULE FOUR

1. General

1.1 The following Clauses apply to Application for Payment and shall be read in conjunction of Volume D of the Service Collaboration Agreement and the Sample Forms and the Flowcharts at the end of this Schedule.

2. Price

2.1 The Price or Prices is the total price entered by the Authority against an item in the Schedule of Indicative Costs appended to Volume D of the Service Collaboration Agreement.

3. Defined Cost

3.1 "Defined Cost is the amount paid by the Authority in providing the Service (excluding any tax which the Authority can recover and overheads) for.

- *people employed by the Authority,*
- *plant and materials,*
- *work subcontracted by the Authority and*
- *equipment.*

3.2 The amount for equipment includes amounts paid for hired equipment and an amount for the use of equipment owned by the Authority which is the amount the Authority would have paid if the equipment had been hired"

4. Payment

Assessing the amount due

4.1 The Authority assesses the amount due and, by each assessment day, applies to the Agent for payment of the change in the amount due since the last payment. There is an assessment day in each month from the starting date until the month after the later of the end of the service period and the latest date for completion of a Task.

The amount due is

- 4.2 the total Cost (being the actual costs incurred with any agreed overheads) of programmed Routine Cyclic Maintenance Activities in the Schedule of Indicative Costs at Appendix C to Volume D of the Service Delivery Agreement based on the proportion of work completed against the agreed resourced programme for the Routine Cyclic Maintenance Activity(ies)
- 4.3 1/12th of the total of the Fixed Costs in the Price Schedules at Appendix A to Volume D of the Service Collaboration Agreement
- 4.4 the Price for each item in the Schedule of Indicative Costs appended to Volume D of the Service Delivery Agreement or Agent Works Order which the Authority has completed where a quantity is stated for an item in the Schedule of Indicative Costs at Appendix D to Volume D of the Service Collaboration Agreement for each Agent Works Order, the amount due is calculated by multiplying

the quantity which the Authority has completed by the rate in the Schedule of Indicative Costs at Appendix C to Volume D of the Service Delivery Agreement plus,

- any tax which the law requires the Agent to pay to the Authority and
- other amounts to be paid to the Authority, less
- amounts to be paid by or retained from the Authority.

4.5 The Agent corrects any wrongly calculated amount due and notifies the Authority of the correction before paying the Authority.

Payment Terms

4.6 The frequency of valuation of Authority's application for payment will be monthly, on the assessment day which is the first working day of each month

4.7 Certification of the amount due will be within 7 days of the assessment day and payment of the amount due made within 21 days of the assessment day.

Interest

4.8 Interest is paid if a payment is late or includes a correction of an earlier payment. Interest is assessed from the date by which the correct payment should have been made until the date when it is paid.

4.9 Interest on late payment will be paid at a rate of 2% above Bank of England base rate.

5. Early Warning

5.1 The Authority and the Agent give an early warning by notifying the other as soon as either becomes aware of any matter which could

- increase the total of the Prices,
- interfere with the timing of the service or
- impair the effectiveness of the service.

5.2 The Authority may give an early warning by notifying the Agent of any other matter which could increase his total cost. Early warning of a matter for which a Risk Realisation event has previously been notified is not required.

5.3 The Authority and the Agent co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced and deciding and recording actions to be taken.

6. Risk Realisation Risk Realisation

Risk Realisation events

6.1 The following are Risk Realisation events.

- 6.1.1 The Agent gives an instruction changing the Service Collaboration Agreement unless the change is in order to make a Defect acceptable.

- 6.1.2 The Agent does not provide
- a right of access or
 - other things which he is to provide as stated in the Service Collaboration Agreement.
- 6.1.3 The Agent gives an instruction to stop or not to start any work unless the instruction arises from a fault of the Authority.
- 6.1.4 The Agent does not reply to a communication from the Authority within the period required by this Agreement.
- 6.1.5 The Agent changes a decision which he has previously communicated to the Authority.
- 6.1.6 The Agent does not work in accordance with a Task Programme agreed under Appendix 1/13 of Volume C or within the conditions stated in the Service Collaboration Agreement.
- 6.1.7 The Agent gives an instruction changing an Agent Works Order Instruction.
- 6.2 Within the allowance of the hourly rate applied to staff within the SCA, an allowance of 324 hours per operative has been made for non-productive time. This allowance is to cover annual leave, bank holidays and short term sickness absence. In the event that the combined non-productive time of the workforce exceeds the cumulative allowance provided, then the Authority will be required to notify of the Agent by means of a Risk Realisation event. The Authority will seek to mitigate any such costs by instigating occupational health checks etc., and undertake all measures to facilitate staff to return to work soonest, in accordance with their individual Human Resources policies.' 'Long term sickness absence, as defined in accord with the individual Authority Human Resource policies, will be treated as a Risk Realisation event, and the Agent will be notified via such. The Authority will seek to mitigate any such costs by instigating occupational health checks etc., and undertake all measures to facilitate staff to return to work soonest, in accordance with their individual Human Resources policies.'

Notifying Risk Realisation events

- 6.3 The Authority notifies the Agent of an event which has happened or which he expects to happen as a Risk Realisation event. If the Authority does not notify a Risk Realisation event within one week of becoming aware of the event, he is not entitled to a change in the Prices or a Task Completion Date unless the event arises from an instruction of the Agent.
- 6.4 The Agent notifies the Authority of his decision whether the event is a Risk Realisation event within one week of the Authority's notification to the Agent of the event. If the Agent agrees that the event is a Risk Realisation event, he includes with his notification an instruction to the Authority to submit a quotation for the event.

Quotations for Risk Realisation events



Service Collaboration Agreement



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- 6.5 A quotation for a Risk Realisation event comprises proposed changes to the Prices or rates assessed by the Authority. The assessment of a change to an Agent Works Order Instruction may include a proposed change to the Task Completion Date. The Authority submits details of his assessment with each quotation. The Authority submits a quotation within one week of being instructed to do so by the Agent or, if no such instruction is received, within one week of the notification of a Risk Realisation event.
- 6.6 If the Authority does not provide a quotation for a Risk Realisation event within the time allowed, the Agent assesses the Risk Realisation event and notifies the Authority of his assessment.
- 6.7 The Agent replies within one week of the Authority's submission accepting or disagreeing with the quotation.
- 6.8 If the Agent does not agree with the quotation, the Authority may submit a revised quotation within one week of the Agent's reply. If the Agent does not agree with the revised quotation or if none is received, the Agent assesses the Risk Realisation event and notifies the Authority of his assessment.

Assessing Risk Realisation events

- 6.9 For a Risk Realisation event which affects only the quantities of work shown in the Schedule of Indicative Costs as appended to Volume D of the Service Collaboration Agreement, the change to the Price(s) is assessed by multiplying the changed quantities of work by the appropriate rates in the Schedule of Indicative Cost in Appendix B to Volume D of the Service Collaboration Agreement
- 6.10 For other Risk Realisation events, the changes to the Prices are assessed by forecasting the effect of a Risk Realisation event upon the Defined Cost or, if the Risk Realisation event has already occurred, the assessment is based upon the Defined Cost due to the event which the Authority has incurred. Effects on Defined Cost are assessed at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered. Effects on Defined Cost are assessed separately for
- people employed by the Authority,
 - plant and materials,
 - work subcontracted by the Authority and
 - equipment.
- 6.11 The Authority shows how each of these effects is built up in each quotation for a Risk Realisation event. The percentages for overheads and profit stated in the Authority's Offer are applied to the assessed effect of the event on the Defined Cost.
- 6.12 A delay to a Task Completion Date is assessed as the length of time that, due to the Risk Realisation event, completion of the Task is forecast to be delayed.
- 6.13 The cost of preparing quotations for Risk Realisation events is not included in the assessment of Risk Realisation events.
- 6.14 Assessments for changed Prices for Risk Realisation events are in the form of changes to the Schedule of Indicative Costs as appended to Volume D of the Service Collaboration Agreement.
- 6.15 The assessment of a Risk Realisation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.

Implementing Risk Realisation events

- 6.16 A Risk Realisation event is implemented when
- a. the Agent notifies his acceptance of the Partner Authority's quotation,
 - b. the Agent notifies the Partner Authority of his own assessment
- or
- c. a Partner Authority's quotation is treated as having been accepted by the Agent
- 6.17 The assessment of a Risk Realisation event is not revised if a forecast upon which it is based is shown by later recorded information to have been wrong.
- 6.18 The changes to the Prices, and Task Completion Date are included in the notification implementing a Risk Realisation event.



Service Collaboration Agreement

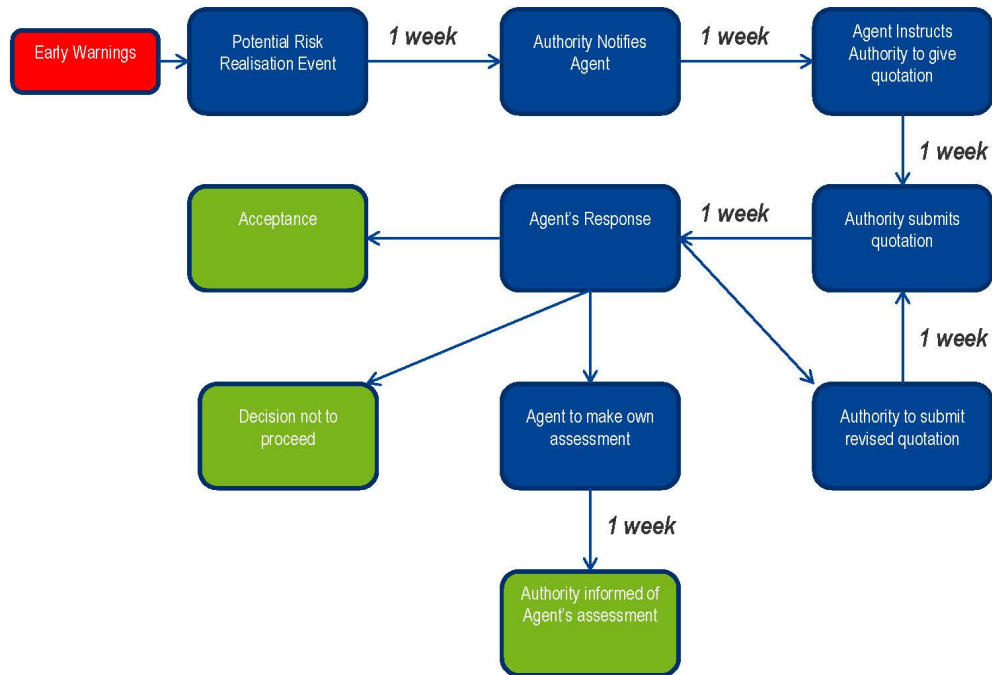


SAMPLE EARLY WARNING AND RISK RISK REALISATION EVENT FORMS AND PROCESS MAPS

Risk Realisation Event Process



Risk Realisation Event Timescales





Service Collaboration Agreement



SCA 2016 EARLY WARNING	
EARLY WARNING NOTIFICATION	
Authority:	
Originator:	
Date:	
EW Reference:	
To:	
You are given Early Warning that an *occurrence/situation is anticipated which may:	
<input type="checkbox"/> Increase the total of the Prices	
<input type="checkbox"/> Interfere with the timing of the service	
<input type="checkbox"/> Impair the effectiveness of the service	
The details are as follows:	
Issued By:	Date:
Received By:	Date:

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