



Deed of Agreement for the Shropshire Council and Staffordshire County Council Collaborative Working Approach to Flood Risk Management

This Agreement is dated 14 JULY 2015

PARTIES

The Parties to this Deed of Agreement (Agreement) are:

- (1) Shropshire Council of Shirehall, Abbey Foregate, Shrewsbury, Shropshire SY2 6ND ("SC"); and
- (2) Staffordshire County Council of 1 Staffordshire Place, Stafford, ST16 2LP ("SCC")

BACKGROUND

- (A) Shropshire Council and Staffordshire County Council have agreed to work together to deliver a collaborative working approach towards flood risk management for the geographical areas covered by SC and SCC detailed in the Project Plan appended to this Agreement (**Project**)
- (B) The Parties wish to record the basis on which they will collaborate with each other on the Project. This Agreement sets out:
 - the key objectives of the Project;
 - the principles of collaboration;
 - the governance structures the Parties will put in place; and
 - the respective roles and responsibilities the Parties will have during the Project.
- (C) The Parties are entering into this Agreement in exercise of their powers under s101 of the Local Government Act 1972 and s13 Flood and Water Management Act 2010.

1. Purpose of the Project

- 1.1. The Parties will undertake the Project to work towards and achieve the key objectives set out in Project Plan appended to this Agreement (**Key Objectives**)
- 1.2. Through this Agreement the Parties' Flood Risk Management teams confirm their willingness to collaborate and co-operate with each other in relation to the Project
- 1.3. The Parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the Project Plan appended to this Agreement.

2. Principles of Collaboration

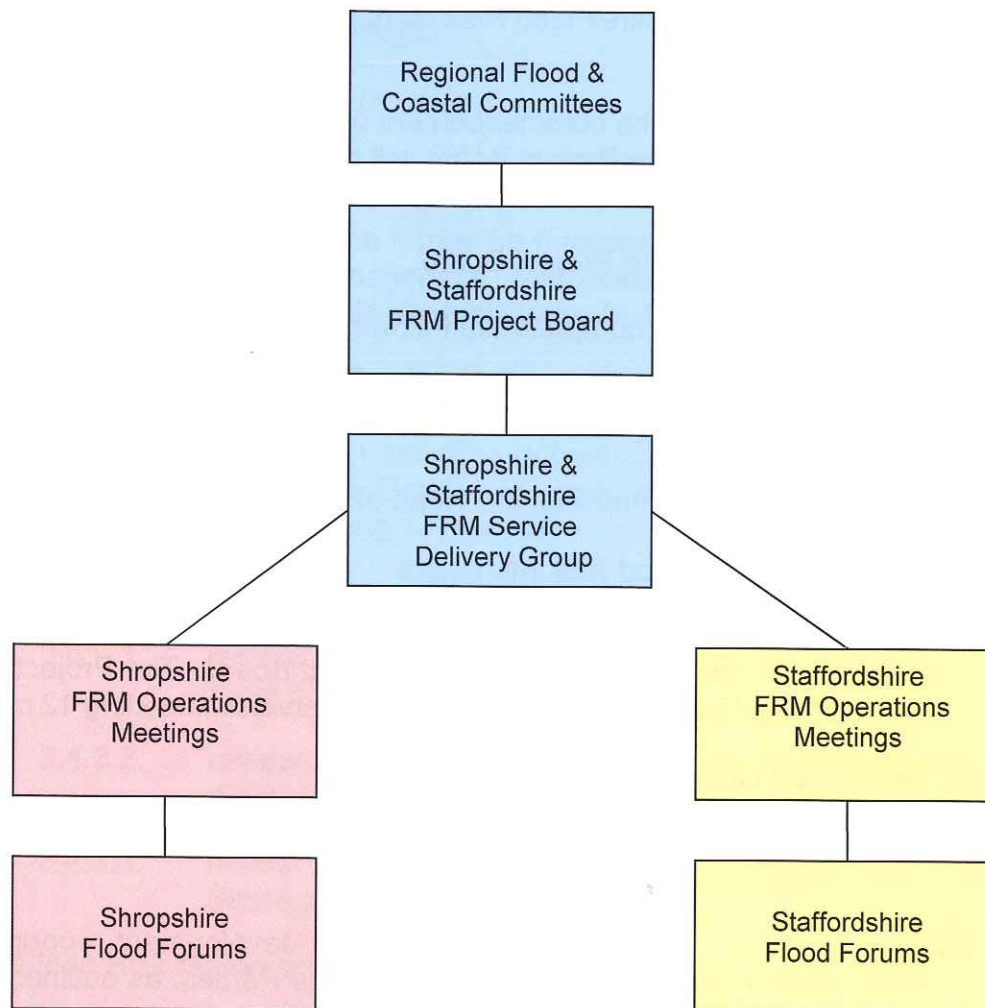
The Parties agree to adopt the following principles when carrying out the Project (**Principles**):

- 2.1. collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
- 2.2. be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
- 2.3. be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- 2.4. learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 2.5. adopt a positive outlook. Behave in a positive, proactive manner;
- 2.6. adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 2.7. act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- 2.8. manage stakeholders, who include the Parties to this Agreement, all Risk Management Authorities as specified in the Flood and Water Management Act and relevant district and borough councils as planning authorities effectively;
- 2.9. deploy appropriate resources as determined by the Project Board, defined in Clause 3.3, or an appropriate authorised representative of the Parties. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement.
- 2.10. act in good faith to support achievement of the Key Objectives and compliance with these Principles

3. Project Governance

3.1. Overview

The governance structure is as set out below, and is arranged to ensure that the number of separate meetings is minimised. This will ensure that a common approach to flood risk management is achieved across both authorities' areas from both within each authority and from other risk management authorities.



3.2. Regional Flood and Coastal Committees (RFCC's)

3.2.1. Shropshire and Staffordshire are covered by three RFCC's:

- Severn and Wye RFCC. Covers majority of Shropshire, with member representation and small part of Staffordshire, with no member representation;
- Trent RFCC. Covers none of Shropshire and majority of Staffordshire, with member representation, and
- North West RFCC. Covers very small part of Shropshire, with no member representation and very small part of Staffordshire, with no member representation.

3.2.2. Member representation

Since SCC has no representation on the Severn and Wye RFCC, SC will represent SCC regarding flood matters within Staffordshire.

3.3. The Shropshire & Staffordshire Flood Risk Management Project Board (**Project Board**)

3.3.1. The Parties will, on the commencement of the Initial Term, establish the Project Board and the Project Board will operate in accordance with the terms of this Agreement

3.3.2. Representation on the Project Board.

The Project Board will comprise the following members

- Respective SC and SCC Regional Flood and Coastal Committee members
- Respective Commissioner / Head of Service
- Respective Flood Risk Managers

3.3.3. The SC and SCC collaborative working approach to flood risk management will be governed by the Project Board. The Project Board will meet regularly, as required, but not at intervals exceeding 12 months.

3.3.4. The Project Board will

- 3.3.4.1. provide the overall strategic management and direction to the Project;
- 3.3.4.2. oversee the Project's continued development, operational delivery and joint working between the Parties, as outlined in the Project Plan appended to this document;
- 3.3.4.3. be the key decision making body for applications to the Project
- 3.3.4.4. ensure that the Key Objectives are being met;
- 3.3.4.5. ensure that the Parties are performing their respective responsibilities under this Agreement;
- 3.3.4.6. agree, when required, the exchange of funds; and

3.3.5. The Project Board shall be managed in accordance with the terms of reference set out in the Project Plan appended to this Agreement.

3.4. SC and SCC Flood Risk Management Service Delivery Group (**Service Delivery Group**)

3.4.1. The Service Delivery Group will consist of the following Risk Management Authorities, as defined by the Flood and Water Management Act 2010.

- SC and SCC, represented by Flood Risk Managers and other members of the Project Board if required.
- Environment Agency

- Severn Trent Water
- Welsh Water / Dwr Cymru
- United Utilities

Note: from time to time it may be necessary to include representations from other Risk Management Authorities, e.g. Highways Agency, Internal Drainage Boards, District Councils, Canal and Rivers Trust etc.

3.4.2. The aim of the Service Delivery Group, via a collaborative partnership approach, is to develop best practice in relation to drainage and flood risk management activities across Shropshire and Staffordshire. The Service Delivery Group will meet regularly, as required, but not at intervals exceeding 12 months.

3.4.3. The Service Delivery Group will:

- 3.4.3.1. review organisational implications under current and developing flood risk management legislation;
- 3.4.3.2. review operational matters and works programmes in relation to drainage and flooding; and
- 3.4.3.3. review issues relating to the Local Flood Risk Management Strategy.

3.5. Flood Risk Management Operations Meetings and Flood Forums

3.5.1. These meetings will be officer led, and arranged as required in relation to local flood risk matters within each authority's area.

3.5.2. These meetings will:

- 3.5.2.1. review issues relating to local flooding investigations and land drainage matters; and
- 3.5.2.2. provide for engagement with communities relating to local flooding and land drainage matters.

4. Roles and responsibilities of Parties

The Parties will undertake the roles and responsibilities set out in the Project Plan, appended to this Agreement

5. Disputes

5.1. If either Party has any issues, concerns or complaints about the Project, or any matter in this Agreement, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation.

- 5.2. If the issue cannot be resolved within 14 days of any notice issued in accordance with clause 5.1 above, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take.
- 5.3. If the matter cannot be resolved by the Project Board within 14 days of referral to it in accordance with clause 5.2 above, the matter may be escalated to the Parties' Chief Executives.

If the matter cannot be resolved as set out in clause 5.3 within 28 days either Party may serve a notice to terminate this Agreement in accordance with clause 6.3.

6. Duration and Termination

- 6.1. This Agreement shall commence on the 1st April 2013, for an initial period of 5 years and shall expire on 31st March 2018 (**Initial Term**) unless:
- (a) terminated earlier in accordance with the terms of this Agreement; or
 - (b) Extended in accordance with clause 6.2
- 6.2. The Initial Term can be extended, by mutual agreement of the Parties at meetings of the Project Board, for further periods of five years. Given the requirements of clause 6.3, a decision on whether or not to extend the Initial Term or subsequent extended terms must be made a minimum of 12 months before the end of the current five year period.
- 6.3. Either Party may terminate this Agreement by giving at least 12 months' notice in writing to the other Party at any time and for any purpose.
- 6.4. The implementation of the Project will be phased in accordance with the Project Plan appended to this Agreement.

7. Confidentiality

- 7.1. Each Party will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 7.2. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
- 7.2.1. treat the other Party's Confidential Information as confidential; and
 - 7.2.2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent
- 7.3. Clause 7.2 shall not apply to the extent that:
- 7.3.1. such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the clause regarding Freedom of Information;

- 7.3.2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 7.3.3. such information was obtained from a third party without obligation of confidentiality;
 - 7.3.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 7.3.5. it is independently developed without access to the other Party's Confidential Information.
- 7.4. A Party may only disclose the other Party's Confidential Information to Personnel who are directly involved in the Project and who need to know the information, and shall ensure that such Personnel are aware of and shall comply with these obligations as to confidentiality.
- 7.5. The Parties shall not, and shall procure that its Personnel do not, use any of the other Party's Confidential Information received otherwise than for the purposes of this Agreement
- 7.6. Nothing in this Agreement shall prevent a Party from disclosing the other Party's Confidential Information:
- 7.6.1. to any consultant, contractor or other person engaged by that Party;
 - 7.6.2. for the purpose of the examination and certification of the Party's accounts or any other form of audit of that Party;
- 7.7. The Parties shall use all reasonable endeavours to ensure that any government department, employee, third party or sub-contractor to whom the other Party's Confidential Information is disclosed pursuant to this Agreement is made aware of the Party's obligations of confidentiality.
- 7.8. Nothing in this clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of intellectual property rights.
- 7.9. The provisions of this Clause shall survive the expiration or termination of this Agreement.

8. Public Relations

The Parties will co-operate and consult with each other in respect of any matter involving public relations in so far as reasonably practicable having regard to the nature and urgency of the issue involved. The Parties through the Project Board may agree protocols for the handling of public relations from time to time

9. Warranties

- 9.1. Each Party warrants to the other Party that:-
- 9.1.1. it has the necessary right and authority to enter into this Agreement
 - 9.1.2. the signatories hereto for and on behalf of that Party are authorised and fully empowered to execute this Agreement on that Party's behalf

10. Intellectual property

- 10.1. The Parties intend that any intellectual property rights created in the course of the Project shall vest in the party in whose area the work in question sits.
- 10.2. Where any intellectual property rights vest in a Party in accordance with the intention set out in clause 10.1 above, that Party shall grant an irrevocable licence to the other Party to use that intellectual property for the purposes of the Project only.

11. Freedom of Information

- 11.1. The Parties acknowledge that they are subject to the requirements of the code of practice on access to government information, the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations (EIR) and shall assist and co-operate with each other to enable the Parties to comply with their information disclosure obligations.
- 11.2. The Parties shall provide all necessary assistance as reasonably requested by the other Party to respond to any requests for information that falls under the FOIA or EIR and is related to the Project (Request for Information) within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 11.3. The Parties shall ensure that all information produced in the course of this Agreement is retained for disclosure and shall permit the other Party to inspect such records as requested from time to time

12. Data Protection Act 1998

The Parties agree to comply with the obligations imposed on them by the Data Protection Act 1998 (DPA) as a Data Controller and to ensure that Personal Data (as defined in the DPA) is processed only in accordance with their own policies on data protection, information security and retention of personal data to comply with their obligations under the DPA.

13. Equalities Act

The Parties agree to comply with the obligations imposed on them under the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof

14. Force Majeure

- 14.1. If a Party is affected by a Force Majeure event it shall forthwith notify the other Party of the nature and extent thereof.
- 14.2. No Party shall be deemed in breach of this Agreement or otherwise be liable to the other Party by reason of any delay in performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure event of which it has notified the other Party and the time for the performance of that obligation shall be extended accordingly.
- 14.3. If the Force Majeure event in question prevails for a continuous period in excess of three months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

15. Notices

- 15.1. Unless otherwise communicated to a Party in writing any notice to be given by either Party to the other Party may be served by email, fax, personal service or by first class post to the address of the other Party set out at the start of this Agreement.
- 15.2. A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally and if sent by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

16. Charges and Liabilities

- 16.1. Except as otherwise provided the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.
- 16.2. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this Agreement.

17. Status

- 17.1. This Agreement is intended to be legally binding and the Parties agree to be contractually bound by the terms set out in this Agreement.
- 17.2. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as agent to the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

18. Governing Law and Jurisdiction

- 18.1. This Agreement shall be governed and construed in accordance with English Law and without affecting the dispute procedure set out in clause 5 each Party agrees to submit to the exclusive jurisdiction of the English Courts



19. General

- 19.1. The Agreement is personal to each of the Parties and no Party may assign, charge or (except as otherwise provided in this Agreement) licence any of its rights hereunder or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of the other Party
- 19.2. The Parties will act in good faith towards each other in relation to the Project and in achieving the Key Objectives and in complying with this Agreement.
- 19.3. This Agreement and any documents referred to in it, constitutes the entire agreement between the Parties and supersedes any previous agreement or understanding between the Parties relating to the Project
- 19.4. The Parties acknowledge and agree that in entering into this Agreement, and any documents referred to in it, 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. Nothing in this clause shall, however, operate to limit or exclude liability for fraud.
- 19.5. All payments by any Party pursuant to this Agreement are exclusive of any applicable value added tax (VAT) except where expressed to the contrary, and if such VAT is payable, the Party in question shall be liable for such tax, which shall accordingly be shown on the relevant VAT invoice
- 19.6. Each Party shall from time to time do all acts and execute all documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 19.7. The Parties do not intend that any of the terms of this Agreement will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

EXECUTED as a DEED

by affixing the COMMON SEAL of

SHROPSHIRE COUNCIL

T W Cellard
Legal Services Manager

300439 .



in the presence of:

EXECUTED as a DEED

By affixing the COMMON SEAL of
STAFFORDSHIRE COUNTY COUNCIL

in the presence of:-

Arthur E. Jones





**Shropshire Council and Staffordshire County Council
Collaborative Working Approach to Flood Risk
Management**

PROJECT PLAN 2015/16

1. Introduction

In accordance with the Agreement, Shropshire Council (SC) and Staffordshire County Council (SCC) are working towards a collaborative approach to the management of flood risk across both authorities' areas.

The areas covered by the agreement are as shown below in Figure 1.1.

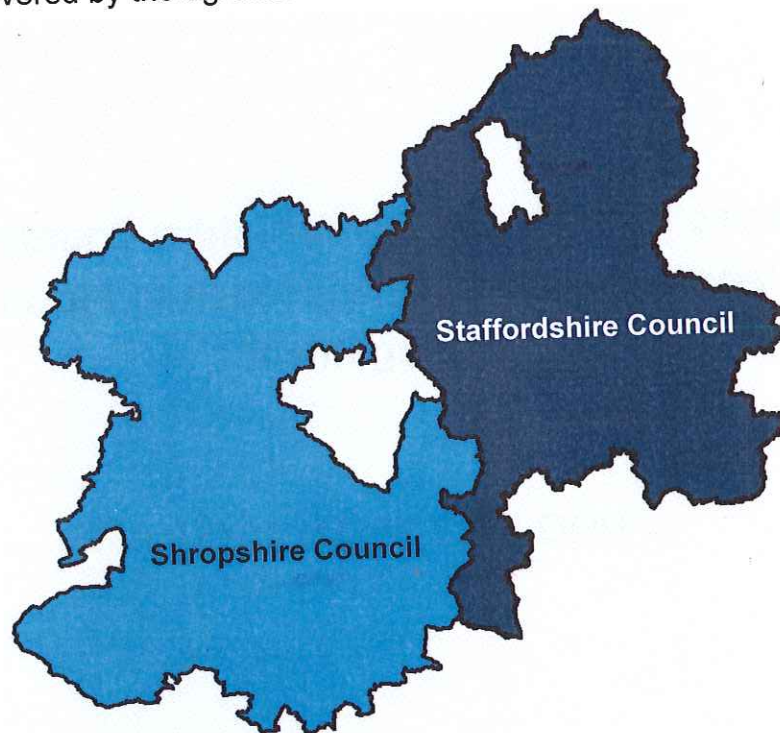


Figure 1.1 - Plan of geographic areas covered by SC and SCC

This Project Plan is to be reviewed annually by the Project Board and sets out the key work activities and objectives to be delivered by the collaborative approach as outlined in the Terms of Reference, below, and the Agreement.

2. Terms of Reference

- 2.1. SC and SCC will work together collaboratively to fulfil their roles as Lead Local Flood Authorities (LLFA) in accordance with the spirit of the Flood and Water Management Act 2010 (FWMA).
- 2.2. The delivery of LLFA responsibilities will be undertaken by officers based within Shropshire Council and Staffordshire County Council with technical support from consultants where appropriate.
- 2.3. The Agreement underpins the collaborative approach and defines roles and responsibilities.

- 2.4. The aims and objectives of the collaborative working approach will help to ensure that both SC and SCC work effectively together to a common objective based on a culture of partnering and trust and sharing of ideas, resources and methods.
- 2.5. Wherever surface water and flood risk management issues are contiguous with other issues such as community resilience, emergency planning and climate change strategies and adaptation etc, the collaborative working approach will seek to support these functions.

3. Key Objectives for the Financial Year 2015-16

The Project will cover existing roles and responsibilities, defined as LLFA responsibilities, under the FWMA, as well as any further roles or responsibilities as and when identified by the Parties. Ultimate responsibility for each role will rest with the Party's Flood Risk Manager in whose area the work sits. Resources will be managed in accordance with the Principles, and both Parties will demonstrate flexibility to accommodate further agreed work streams as and when required.

Key areas for joint work are set out below, including consideration of resource implications and milestones:

Work Area	Task Description	SC Resources	SCC Resources	Milestones / Targets
Local Flood Risk Management Strategy	Develop a SMART implementation plan to deliver objectives agreed by the Service Delivery Group	Flood Risk Manager	Flood Risk Manager	<ul style="list-style-type: none"> Draft plan presented to the SDG at the May/June meeting Present final plan to Project Board at the September meeting
	Update and agree the methodology for the prioritisation of communities at risk of flooding	Flood Risk Manager	Flood Risk Manager GIS	<ul style="list-style-type: none"> Discussion of methodology at the SDG during the May/June meeting Present final methodology to Project Board at the September meeting
	Publish the final Strategy	Flood Risk Manager RFCC Member Comms	Flood Risk Manager RFCC Member Comms	<ul style="list-style-type: none"> Seek to publish final strategy documents in May Update documents accordingly in November
Community Flood Resilience Project	Deliver the project with the National Flood Forum	Flood Risk Manager	Flood Risk Manager GIS	<ul style="list-style-type: none"> Stage 1, from the project plan, complete General progress in accordance with the detailed project plan

	Finalise the SuDS Handbook	Flood Risk Manager	Flood Risk Manager	<ul style="list-style-type: none"> • Draft in place April • Consult with SuDS Handbook steering group. • Final document, post consultation, end of Summer 2015
Planning Consultations	Review approach to statutory consultee roles	Flood Risk Manager Mouchel	Flood Risk Manager Planning Project Lead	<ul style="list-style-type: none"> • Agree approaches, or joint approach, at 26 March meeting
	Review approach to non-statutory consultee roles	Flood Risk Manager Mouchel	Flood Risk Manager Planning Project Lead	<ul style="list-style-type: none"> • Ongoing review and monitoring
	Pre-application advice - charging	Flood Risk Manager	Flood Risk Manager	<ul style="list-style-type: none"> • Ongoing review and monitoring
Property Level Protection	Combined delivery of 2015/16 PLP schemes	Flood Risk Manager UK Flood Barriers	Flood Risk Manager	<ul style="list-style-type: none"> • Ongoing review and monitoring • Discussion at SDG meeting
Flood Studies	Perton	Mouchel	Flood Risk Manager	<ul style="list-style-type: none"> • Determined by detailed programme
Ongoing development of LLFA processes	Review of Asset Registers. <ul style="list-style-type: none"> • Inspection and maintenance of high 	Flood Risk Manager	Flood Risk Manager Asset project lead GIS	<ul style="list-style-type: none"> • Meeting to discuss progress August •

	<p>risk assets</p> <ul style="list-style-type: none"> • SuDS on new developments • Prioritisation of highway drainage schemes 	Flood Risk Manager Mouchel	Flood Risk Manager FRM Team	
	Shared Flood Investigations process	Flood Risk Manager Mouchel	Flood Risk Manager FRM Team	Agree investigation process flow chart, present to SDG on June 17 for info and Project Board for approval in September
	Shared Land Drainage Investigations Process	Flood Risk Manager Mouchel	Flood Risk Manager FRM Team	Agree investigation standards process flow chart, present to SDG on June 17 for info and Project Board for approval in September
	Designations	Flood Risk Manager Mouchel	Flood Risk Manager	SC to update SDG with regard to the results of designation trial at Wem site
Response to a Major Flooding Event	Mutual support, when required, during investigations following major or multiple flooding events	FRM team as required	FRM team as required	