

## **Economy and Growth Committee**

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<b>Date of Meeting:</b>	14/03/2023
<b>Report Title:</b>	Archives Project – Delivery Phase
<b>Report of:</b>	Jayne Traverse – Executive Director - Place
<b>Report Reference No:</b>	EG/26/22-23
<b>Ward(s) Affected:</b>	All

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### **1. Purpose of Report**

- 1.1.** This report provides an update to the ‘Cheshire’s Archives – A Story Shared’ project and provides the context for the delivery phase of the project, which includes the building of a new History Centre in Crewe. The report sets out the governance and decision processes which are required in order to deliver the build phase of the project in a timely manner to prevent delays to the project timetable.
- 1.2.** The service identifies, collects, and cares for archives that are the evidence of Cheshire’s communities, delivering access to our shared collections. The project will develop the service and the necessary replacements for the current building. This will deliver two new buildings (History centres) in Chester and Crewe, which will be fit for purpose, accessible to visitors, provide storage and access to collections and using technology to bring the collections closer to people across both Cheshire West and Cheshire East.

### **2. Executive Summary**

- 2.1** The report sets out the current status of the ‘Cheshire’s Archives – A Story Shared’ project, explaining that the project is now moving into the delivery phase, having been successful in a bid to the National Lottery Heritage Fund. The report further sets out the arrangements in place for Governance of the delivery phase and the necessary delegations and permissions.

### **3. Recommendations**

- 3.1.** Delegate authority to the Executive Director Place to take all necessary actions to enable the delivery stage of the 'Cheshire Archives – A Story Shared' project.
- 3.2.** Delegate authority to the Executive Director Place in consultation with the Director of Governance and Compliance to enter into or approve any contracts or agreements (including professional consultants and building contracts etc) required for the delivery phase.
- 3.3.** To enter into a Memorandum of Understanding (MOU) to address all relevant terms for collaborative delivery of the project with CWAC.
- 3.4.** To participate as required in the acceptance of the offer of grant aid from the Heritage Fund by CWAC by the exercise of the delegated authority to proceed with this project

### **4. Reasons for Recommendations**

- 4.1.** In April 2021 Members provided all necessary approvals and delegations required to ensure delivery of the project development phase up to and including the submission of grant applications and endorsement of the approach to project delivery. As the project has been successful in its grant application to National Lottery Heritage Fund (NLHF) and will be entering its delivery phase, further delegations will now be required to enable delivery of the project for which Cheshire West and Chester is the accountable body.
- 4.2.** A Memorandum of Understanding (MoU) will outline the joint approach across the two authorities to delivering the project and will build on the existing project Terms of Reference. Its main focus is the approach to procurement and contracting in line with the project's procurement strategy.
- 4.3.** This strategy states that Cheshire West and Chester, as the host authority of the shared service, will lead the procurement process and act as the accountable body for the project with the National Lottery Heritage Fund (NLHF), although as this is a joint project, both authorities will be required by NLHF to sign the grant terms and conditions. This remains in line with the April 2021 Cabinet endorsement of the approach to project delivery and the delegated powers sought in this report to enable the project to proceed.
- 4.4.** The procurement strategy will result in the appointment of a single construction contractor. The procurement of the contractor(s) will be undertaken by Cheshire West and Chester, in liaison with Cheshire East in line with the project governance for the Shared Service project. While Cheshire West and Chester will procure the contractors and will manage the contracts, a separate contract with the successful bidder(s) will be in place for each council. This will primarily relate to the building contracts for the History Centres.

## **4.5 Corporate Plan**

This project meets the Councils Corporate Plan in particular, Fair and Green. The project also supports the Crewe Cultural Strategy and the Council's Cultural Framework and the Crewe Town centre Regeneration Plan.

## **5. Other Options Considered**

- 5.1. There is no realistic alternative to the course of action recommended therefore this section is not applicable.

## **6. Background**

- 6.1 The requirement to relocate the Archives and Local Studies Service has been recognised by both authorities and a new future service delivery model agreed. This model sees two new history centres being established in Chester and Crewe, alongside improved service delivery in libraries, extended online services and a more extensive activity and event programme.
- 6.2 The History Centre in Crewe is a flagship development for the Town Centre. It is a core part of Cheshire East Council's town centre regeneration programme, along with the Civic Space Transformation project that will both clear the site ready for this development and create new public realm and carparking. This will provide a new focal point for residents and visitors to spend more time and money in the town centre, and a critical piece of new infrastructure that will enhance connectivity and the overall quality of the physical environment at the heart of the town.
- 6.3 In 2020 a development phase grant was received from National Lottery Heritage Fund (NLHF) to further develop the project. A report was presented to Cheshire East Cabinet in April 2021 which endorsed the approach regarding the development and delivery of this project; provided the authority to submit a second stage funding application to NLHF and provided the relevant delegations to enable the project to be developed to the current stage.
- 6.4 The development phase of the project has now been completed and a delivery phase grant application for £4.5 million was submitted to the NLHF in Summer of 2022. This application was successful, and the full finance package is now in place to move to the delivery phase of the project. The project is funded equally by both CWAC and CEC. This phase will see the construction of the centres (subject to planning permission) and delivery of the activity programme.
- 6.5 Cheshire West and Chester will accept the grant on behalf of the Shared Service, in liaison with Cheshire East Council. Confirmation from NLHF for the start date of the delivery phase is currently anticipated by the end of March 2023, which means that expenditure against the grant can then begin.

- 6.6** Project staff will then be appointed from Summer 2023 to support the delivery of the project, learning, volunteer, and community engagement programmes, which will run until March 2027. Capital works are expected to run from September 2023 to Winter 2024/25. The centre is scheduled to open in Spring 2025.
- 6.7** The procurement of the main contractor is underway via a framework. In line with the Terms of Reference for the project, this is being undertaken by Cheshire West and Chester (CWAC), in liaison with Cheshire East. Each Council will then enter into a contract with the successful bidder, with the contracts being managed by CWAC on behalf of both Councils. CWAC Cabinet have already provided the necessary authorisations for CWAC to do this, and the recommendations contained in this report will enable the programme to proceed on that basis. The tender documents make it clear that the scheme will only proceed if full approvals and planning permission are obtained.
- 6.8** The MoU will ensure that all relevant resolutions, delegations and decisions required to implement the project (in accordance with the constitution and all relevant legislation) are matched by Cheshire West and Chester Council, so that in the spirit of collaboration both parties move in step.
- 6.9** This a joint project, managed through an approved governance arrangement that includes an officer project board to oversee the project. A member 'portfolio board' with the lead members from both Councils, receives briefings on progress every couple of months as part of the project governance. The Shared Services Committee also receive regular update reports on the project.
- 6.10** The existing Shared Services Agreement will continue to be used as a basis for future arrangements for the service. This will also form the basis of the principles for this project. As host authority, CWAC will act as the accountable body for the project in that regard. Terms of reference (ToR) already exist for the project. However, as the project has progressed and new stages are entered into, a Memorandum of Understanding (MoU) has been prepared to address those elements not covered in the original ToR. This will provide a joint approach for both authorities in delivery of the project, including matters such as procurement and contract management. The most recent draft of the MoU is attached for information at Appendix A. The final version will be completed in agreement with the Executive Director for Place and the Head of Legal services, to be approved under the delegation at 3.1.
- 6.11** Planning status: In November 2022 planning applications were submitted for the proposed history centres. These are currently expected to be determined in March 2023.

## **7. Consultation and Engagement**

- 7.1. Member engagement and consultation.** Members have been engaged with the development of the project since its inception through workshops and regular briefings. In addition, lead Members for both CEC and CWAC provide a 'Portfolio Board' for the project and receive regular updates. Updates are also

provided to local ward members through Crewe Member Briefings and to the Shared Services Committee.

**7.2. Public Consultation and Engagement.** Both service users and non-users have been engaged in the project's development, including the location of the new facilities and the design of the project's Activity Plan.

**7.3 Planning process consultation.** Formal public consultation has taken place as part of the planning process.

## **8. Implications**

### **8.1. Legal**

**8.1.1** Central to the relationship between the councils will be the MOU which (for the avoidance of doubt) includes both non-binding and binding provisions.

**8.1.2** It is of the essence that paragraphs 2.29 to 2.33 (Joint or Partnering Arrangement) of Chapter 3 Part 5 of the CEC constitution be observed, as advised by CEC Legal team.

### **8.2 Finance**

**8.2.1** The project's Quantity Surveyors' latest cost estimate for the delivery phase of the project is £25.7 million. Each council will provide £10 million, while the Heritage Fund grant is £4.5 million. In addition, Cheshire West and Chester Council's Climate Emergency Fund will provide £0.6 million to enable the centre in Chester to achieve the BREEAM Excellent sustainability standard, while Cheshire East Council's Towns Fund grant will fund £0.4 million of related public realm enhancements in Crewe. The balance of £0.2 million will be sought through a range of trusts and foundations over the lifetime of the project and will fund some of the project's community engagement activities as detailed in its activity plan

**8.2.2** Funding to support the delivery stage is within both Councils' capital programmes with £10,250 million currently within CEC's main capital programme. There is also a £380,000 contribution that is in the block allocation for the Crewe Town's Fund. Future revenue implications are included in the council's medium term financial strategy.

### **8.3 Policy**

**8.3.1** There are no direct policy implications of this report

### **8.4 Equality**

**8.4.1** An important aim of the project is to diversify the audience for archives and ensure the new service is built around the needs of its target audiences. An Equality Analysis has been written and submitted with the

business cases. It is being reviewed and updated in consultation with Council Access Officers as the project evolves.

## **8.5 Human Resources**

**8.5.1** Temporary project staff will be appointed and funded through the project budget. Staffing requirements for the new service will be reviewed over the course of the first two years of the project. The project business cases have identified the likely staffing budget required to deliver the service from 2025 onwards.

## **8.6 Risk Management**

**8.6.1** The project manager maintains a detailed risk register and risks and issues are reported to the Project Board and Portfolio Holders on a regular basis. Risks are managed by the Project Board in consultation with officers in both Councils.

**8.6.2** Inflationary pressures on all capital projects are significant and contingencies therefore need to be sufficient to address these. There is a significant inflation allowance within the project cost estimate which will continue to be subject to close scrutiny as the project progresses. Should such additional pressures become evident then they will need to be addressed as part of the Councils' capital review processes.

## **8.7 Rural Communities**

**8.7.1** The project activity and interpretation programme reach communities across both boroughs, through events and a new digital programme.

## **8.8 Children and Young People/Cared for Children**

**8.8.1** Target audiences for the project include children and young people, including a new schools programme and actively involving young people in the design and delivery of aspects of the project.

## **8.9 Public Health**

**8.9.1** Project activities are designed to support public health priorities around wellbeing, including an expanded volunteer programme.

## **8.10 Climate Change**

**8.10.1** The proposed new centres have been designed to a high sustainable building standard, to be as energy efficient as possible, in order to assist the Council in meeting its carbon neutral target. Detailed modelling has taken place to understand the impact of running the new centres.

<b>Access to Information</b>	
Contact Officer:	Brendan Flanagan / Helen Paton Head of Rural and Cultural Economy / Cultural Economy Manager
Appendices:	Appendix A – Draft Memorandum of Understanding – version 5
Background Papers:	None

**DATED**

**AS AT THE LATEST E- SIGNATURE APPEARING BELOW**

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**DEED OF MEMORANDUM OF UNDERSTANDING**

**CHESHIRE EAST BOROUGH COUNCIL (1)**

**-AND-**

**CHESHIRE WEST AND CHESTER BOROUGH COUNCIL (2)**

DRAFT

OFFICIAL

Version control	
MOU V. (0)	Initial draft as prepared by P Cassidy
MOU V.(1)	Initial draft as revised by P Rudall
MOU (2) v (2a)	Incorporating revisions agreed between P Rudall and P Cassidy
MOU (2) v (2b)	Incorporating comments made by B Flanagan on V 09 02 23 and P Newman
MOU (3)	Provided by Paul Cassidy on 22 <sup>nd</sup> February 2023
MOU (4)	Updated version produced by Project Team meeting on 22 <sup>nd</sup> February 2023 based on V.3
MOU (5)	Proposed language by PR on the o/s points in V.4

THIS DEED OF MEMORANDUM OF UNDERSTANDING IS DATED AS AT THE LATEST E- SIGNATURE APPEARING BELOW

## PARTIES

- (1) CHESHIRE EAST BOROUGH COUNCIL of Westfields, Middlewich Road, Sandbach, CW11 1HZ (CEC).
- (2) CHESTER WEST AND CHESTER BOROUGH COUNCIL of The Portal, Wellington Road, Ellesmere Port, CH65 0BA (CWAC).

together the "Parties", and each a "Party".

## 1. Definitions

In this MOU the following terms shall have the meanings ascribed to them herein;

'Administrative Agreement' shall mean the Administrative Agreement dated 1<sup>st</sup> April 2016 and made between the Parties as amended by the Parties acting jointly from time to time.

'Appropriate Planning Consent' shall mean a planning approval which is permissive of the development of either of the Sites for the purpose of the Project without adverse conditions which substantially affects the ability of either of the Parties to achieve their intended purpose in terms of build.

'Grant Funding' shall mean grant aid provided as aid for the Project and issued on the terms and conditions thereof.

'Initial Services' means:

- a Cheshire-wide community engagement programme;
- a volunteer programme contributing to making the archives more accessible to more people;
- a new learning programme for schools and community group; and
- the creation of new digital forms of engagement which will transform access to people's heritage,

and to be undertaken during the Initial Services Period.

'Initial Services Period' means the period commencing [ tbc ] and ending [ tbc ].

'Key Objectives' shall mean those aims and objectives set out in section 4.

'ODN' shall mean a CWAC officer decision made pursuant to an appropriate delegation.

'ODR' shall mean a CEC officer decision made pursuant to an appropriate delegation.

'the General Authorities' shall mean the coming into force of all lawfully and constitutionally passed resolutions approving the Project and enabling all aspects of the Project to be completed.

'the Project' shall (without prejudice to the generality of the Key Objectives) include the construction of one history centre in each of the Sites and all related matters and actions required to deliver their construction, together with the Initial Services;

'the Service Agreement' shall mean the agreement dated 1<sup>st</sup> April 2009 comprising schedule 10 to the Administrative Agreement as amended by the Parties acting jointly from time to time.

'the Sites' means the CEC and CWAC sites respectively at Crewe Library, Prince Albert Street, Crewe and the Enterprise Centre, Chester.

'Terms of Reference' shall mean the terms of reference set out in the Schedule hereto being version 5 thereof.

## **2. Interpretation**

For the avoidance of doubt, it is hereby agreed that in this MOU;

- (a) references to legislation engaged in and by this MOU expressly or by reference shall include subsequent amendments and revisions thereto by the passage of future legislation or regulation.
- (b) the Administrative Agreement shall apply to this MOU insofar as it is relevant in the context and or as specifically stated herein; any conflict between the provisions thereof and the provisions of this MOU stated to be contractually binding on the Parties, shall be resolved so that the provisions of this MOU shall prevail.
- (c) the Service Agreement shall apply to this MOU insofar as it is relevant in the context and or as specifically stated herein; any conflict between the provisions thereof and the provisions of this MOU stated to be contractually binding on the Parties, shall be resolved so that the provisions of this MOU shall prevail.
- (d) the Terms of Reference shall apply to the interpretation and effect of this MOU save where difference between such terms and the provisions of this MOU appear in which case the provisions of the body of this MOU shall prevail.
- (e) notwithstanding that this MOU is expressed to be a non-binding statement of principles, paragraphs 4.2 (c), 5.1, 6.3, 7, 8 and 11, are intended to have, and do have, contractual force. .

## **3. BACKGROUND TO THIS MOU**

3.1 Each of the Parties declare and affirm to the other that as at the date hereof they;

- (a) have acted so as to allow the General Authorities to come into force;
- (b) have made financial and budgeting provision to achieve completion of the Project;
- (c) will (subject to the provisions of clause 4 hereof undertake all future actions lawfully and reasonably required to bring the Project to fruition to include (but not exhaustively) the passing of all ODRs and ODNs or other relevant decisions and agreements required for the implementation of the Project.

- 3.2 The Parties agree that:
- (a) the statutory enabling basis for undertaking the Project is set out in the Administrative Agreement; and
  - (b) the scope of the Project comes within the authority of the Service Agreement.
- 3.3 The Parties have agreed roles and responsibilities in respect of the Project as set out in the Terms of Reference contained within the Schedule hereto as varied hereby.
- 3.4 The Project is to be conducted between the Parties in good faith and in collaboration with each other but with CWAC assuming the role of *Discharging Council* (as such term is defined under each of the Administrative Agreement and the Service Agreement). The Parties wish to record the basis in principle on which such Project collaboration will take place by means of this MOU.
- 3.5 Nothing herein amounts to any variation of the Administrative Agreement and/or the Service Agreement, nor creates any binding or contractual provisions in contradiction with or beyond the scope of such agreement unless specifically stated herein.
- 3.6 In particular the relationship between the Parties remains as set out in clause 18.1 of the Administrative Agreement so that neither Party can bind the other without that other's express prior written consent.

#### **4. KEY OBJECTIVES**

- 4.1 The Parties shall collaborate so as to achieve the key objectives to the extent that;
- (a) in its role as *Discharging Council*, CWAC shall be primarily responsible for leading on all activities required to complete the Project, including:
    - (i) making grant funding applications;
      - administering such grant aid in accordance with the terms of any such terms and conditions governing the same;
    - (ii) arranging all contractor and consultant appointments and engagements by following traditional procurement processes, and agreeing the relevant contractual documents;
      - making the necessary payments to all contractors and consultants as and when they fall due;
    - (iii) arranging for the employment of the agreed resource to undertake the Initial Services such anticipated resource currently (but subject to any change agreed between the Parties) full time personnel as agreed between the parties . For the avoidance of doubt, and to reflect the agreed equal contribution of funds across the Project by both Parties, any employment and employment related (including redundancy) costs shall be met by the Parties in equal contribution.

- (b) the Parties shall cooperate with each other such that they:
  - (i) will participate in all activities reasonably and properly required for the purposes of the Project;
  - (ii) will provide any requested documentation, information, pre-approved and agreed funding or consent in a timely fashion so as to allow the other Party to comply with that Party's own obligations and such that the Project does not suffer any undue delay;
  - (iii) will provide the other Party with such documentation and calculations in a timely fashion to allow for end of period accounts to be drawn, and for the consequent agreed amount contributions to be made; and
- (c) in its role as *Arranging Council* (as such term is defined under the Administrative Agreement and the Service Agreement) CEC will be primarily responsible for:
  - (i) meeting its obligations under any funding agreements, and not to act or omit to act so as to cause (in whole or in part) CWAC to breach its obligations under any funding agreements;
  - (ii) make agreed funding available to CWAC to deliver the project in a timely fashion, and so not to cause (in whole or in part) CWAC to breach its obligations under any Project related agreement;
  - (iii) assist and support CWAC in the delivery of its responsibilities as *Discharging Council* for the purpose of delivery of the Project.

4.2 The Parties shall act in accordance with their respective constitutions and by following general principles as relevant in the context and in accordance with each Party's obligations by:

- (a) adhering to all statutory requirements and best practice;
- (b) complying with applicable laws and standards including data protection and freedom of information legislation;
- deploying appropriate resources through to completion of the Project, with such resource to reflect:
  - (i) the resource anticipated in the attached Terms of Reference,
  - (ii) a fair and reasonable resource and time contribution made by each Party Parties, with the Parties using their best endeavours to deploy an equal contribution to Project resource and time; and

- (c) acting in good faith to support achievement of the Key Objectives and compliance with these principles in a timely manner.

## 5. ESCALATION

- 5.1 If either Party has any issues, concerns or complaints about the Project, or any matter in this MOU, 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 either Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, requests for information made under the Freedom of Information Act 2000) in relation to the subject matter of this MOU, the matter shall be promptly referred to the Parties' representatives.
- 5.3 No action shall be taken in response to any such inquiry, complaint, claim or action without the agreement of the Parties acting jointly.
- 5.4 The contact points for each of the Parties shall be;

### For CEC

Name: Head of Service  
E-mail Address: Currently;  
Brendan.flanagan@cheshireeast.gov.uk

### For CWAC

Name: [ tbc ]  
E-mail Address: Currently:  
@cheshirewestandchester.gov.uk

## 6. TERM AND TERMINATION

- 6.1 This MOU shall commence on the latest date of e-signature and (subject as below) shall expire on achievement of the completion of the Project.
- 6.3 This MOU may only be varied by written agreement of the Parties.

## 7. FORCE MAJEURE

- 7.1 Neither Party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control.

The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for six months, the Party not affected may terminate this agreement by giving thirty days' written notice to the affected Party.

7.2 For the purpose of this paragraph 7 the following are also considered as being events of force majeure;

- a. the failure by either party to obtain planning consent after appeal;
- b. by the application of the principles of the public interest in local authority budgetary matters, the failure by either party to secure funding for its contribution towards the Project

## 8. LIABILITIES AND CONTINGENCIES

8.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU and shall remain liable for any losses or liabilities incurred due to their own or their employee's actions on the terms of this clause 8.

8.2 In the event that a Party shall not secure appropriate planning consent for the Sites that Party shall be obliged to submit an appeal against such refusal and use its best endeavours to obtain such permission so as permit the Project to proceed. Any costs incurred in such appeal shall be borne equally by the Parties.

8.3 In the event that one Party shall either

- a. fail to appeal; and/or,
- b. choose not to comply with its resolutions to provide funding to the Project; and/or
- c. elects not to proceed with the Project for any reason which does not amount to force majeure ;

(each in this context an act of default) the Party in default shall be liable to the other for losses reasonably foreseeable as being consequent on such default..

8.4 For the purpose of this clause 8 the liability of one party ('the indemnifying party') to recompense the other party ('the indemnified party') for reasonably foreseeable losses consequent on the action or inaction of the indemnifying party shall;

- a. be confined to such amount as shall represent the direct loss (excluding consequential losses) attributable to the relevant act of default; and,
- b. in relation to the obligation to repay any Grant Funding, not exceed any actual liability for such repayment.

8.5 Each party shall bear its own costs and expenses should the Project fail to come to fruition for reasons which amount to an event of force majeure suffered by either or both of the Parties.

**9. STATUS**

This MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MOU unless specifically stated herein. The Parties enter this MoU intending to honour all their obligations and as a statement of principles.

**10. THIRD PARTY RIGHTS**

No person who is not a party to this Agreement will have any right to enforce it pursuant to the Contract (Rights of Third Parties) Act 1999.

**11. GOVERNING LAW AND JURISDICTION**

This MOU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 0, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales

**EXECUTED AND DELIVERED BY THE PARTIES AS A DEED ON THE LATEST OF THE E SIGNATURES APPEARING BELOW.**

**THE SCHEDULE**

**The Archives Project - Terms of Reference**

<b>Senior Responsible Officer</b>	Brendan Flanagan
<b>Author</b>	Paul Newman
<b>Version</b>	5
<b>Date last updated</b>	09/02/2023
<b>Distribution</b>	Brendan Flanagan, Helen Paton, Rachel Foster, Paul Newman, Magnus Theobald, Paul Cassidy, Philip Rudall

This document outlines project organisation and operation.

The Archives and Local Studies Services is a joint service provided by Cheshire West and Chester Council, (as the *Discharging Council*), on behalf of Cheshire East Council, (as the *Arranging Council*), in accordance with an Administrative Agreement made between the two Councils on 1<sup>st</sup> April 2016:

**Joint Committee:** This group agrees the strategy for the Shared Service in accordance with the existing Administrative Agreement and currently consists of three Members from each authority, appointed to the Committee by their respective Cabinet.

**Joint Officer Board:** All reports to Joint Committee regarding Shared Service provision will be presented to this group for review. The Joint Officer Board delegates the day-to-day responsibility for the Project to the Project Board within the framework set out by both councils.

### **Project governance:**

The Archives project is jointly run between Cheshire West and Chester (CWaC) and Cheshire East (CEC) by a Project Board.

The Project Board will operate to the following principles:

1. This project will be run as a single project
2. There will be a single Senior Responsible Owner (SRO) across the project
3. Project resources will be shared between both authorities and there will be no 'lead' authority except where required for administrative or contractual purposes acting on behalf of both parties.
4. The project will be documented using Cheshire East Council's standard project documentation
5. The existing Administrative Agreement for the Archives Service will continue to be used as a basis for future arrangements for the service as it outlines how the services recharges costs to CEC and CWaC and legal agreements currently in place. This will also form the basis of the principles for this project.
6. As host authority, Cheshire West and Chester will submit the external funding bids and act as the accountable body for the project where relevant.
7. There will be a Memorandum of Understanding (MoU) to cover elements not covered in the Terms of Reference (ToR).

## Project Board

The Project Board consists of the SRO, the Senior User, the Senior Supplier and Project Manager. Only one person can be the SRO while both the Senior User and Senior Supplier's roles may be assigned to one or more persons.

The SRO owns the business case and is responsible for ensuring that the project delivers the benefits set out in the business case. The SRO is therefore the accountable decision maker subject to these terms of reference and the Project Board:

The Project Board has the following duties:

- To be accountable for the success or failure of the project
- To provide direction to the project and Project Manager
- To provide the resources and authorise funds for the project within the financial constraints as outlined within the project budget
- To ensure effective communication within the project team and with external stakeholders
- To approve major communications with the Heritage Fund e.g., new developments
- To endorse the actions of the SRO

Our project board will consist of the following:

Position (or equivalent at the time)	Role	Responsibility
Brendan Flanagan (Head of Service)	SRO	Single point of accountability for the project.  The SRO is responsible for developing the Business Case and ensuring value for money during the project
Helen Paton	Senior User (Cheshire East Council)	<ul style="list-style-type: none"><li>• To specify the needs (requirements) of the Users that will use the project products</li><li>• To liaise between the Project Board and the Users</li></ul>

		<ul style="list-style-type: none"> <li>• To make sure the solution will meet the needs of the Users.</li> <li>• Represent CEC interests</li> <li>• Stakeholder management for CEC</li> </ul>
Paul Newman	Senior User (Archives Shared Service)	<ul style="list-style-type: none"> <li>• To specify the needs (requirements) of the Users that will use the project products</li> <li>• To liaise between the Project Board and the Users</li> <li>• To make sure the solution will meet the needs of the Users.</li> <li>• Represent Archives Shared Service interests</li> <li>• Stakeholder management for Archives Shared service.</li> <li>• Staff engagement</li> </ul>
Rachel Foster	Senior User (Cheshire West and Chester Council)	<ul style="list-style-type: none"> <li>• To specify the needs (requirements) of the Users that will use the project products</li> <li>• To liaise between the Project Board and the Users</li> <li>• To make sure the solution will meet the needs of the Users.</li> <li>• Represent CWaC interests</li> <li>• Stakeholder management for CWaC</li> </ul>
Sahar Kojidi-TBC	Project Manager	Project management
Magnus Theobald	Project Manager (Capital works)	Project management (all capital works)

Note - every effort will be taken to ensure that the Project Board Named Persons will remain consistent for the duration of the project but may be changed in which case an equivalent person will be allocated..

#### Project Board meeting arrangements:

- The Project Board will meet, normally monthly to discuss project progress, resolve/escalate risks and issues.
- The SRO and at least one Senior User must attend for the meeting to go ahead.
- Each quarter the Project Board meetings will be extended to wider services i.e., Communications; Legal; Procurement; Property and ICT as required.

- Agendas will be agreed by the SRO and will be released either by Project Manager or Project Support 5 days in advance of the meeting.

### **Financial approvals**

CWaC will manage the finances. This means that all expenses will be paid via CWaC's systems and processes. As the SRO is CEC, all expenses that cannot be adequately addressed at another level of delegation or which are fundamental to the success of the project, must first be approved by the SRO before being actioned by CWaC authorised officer. This ensures the SRO can remain accountable and that the finances are visible to project board members.

### **Portfolio Board**

The relevant portfolio holder for Cheshire West and Chester and a member of the Shared Services Joint Committee for Cheshire East Council will attend this Board, which includes Project Board members. Currently these councillors are:

- Cllr Jill Rhodes
- Cllr Louise Gittins

(individuals will be subject to Council appointments at the time)

The role of this group is as follows:

- Work within framework set out by the councils
- Discuss risks and issues which require strategic decisions
- To provide updates to Joint Committee
- The elected members will keep respective administrations aware of progress and key decisions to ensure these are progressed in a timely manner and the risk of delays to the project are avoided
- Involvement of cross-party liaison as required for major decisions

Portfolio board meeting arrangements:

- To meet quarterly or as required
- Discuss and escalate strategic issues and risks
- The Portfolio board will only be cancelled in the event that both councillors and the SRO cannot attend
- Agendas will be agreed by the SRO and will be released either by Project Manager or Project Support 5 days in advance of the meeting.

**EXECUTED AS A DEED** for and .....  
 on behalf of Cheshire East Borough [name and title]  
 Council

**EXECUTED AS A DEED** for and  
on behalf of Chester West and  
Chester Borough Council

.....  
[name and title]

DRAFT

OFFICIAL