

..... 2019

## **Service Level Agreement**

**Service Level Agreement between East Staffordshire Borough Council ('the Council') and High Speed Two (HS2) Limited ('HS2') relating to Technical Engagement in Connection with Phase Two A of the Proposed New High Speed Railway from the West Midlands to Crewe ('the Project') pre Royal Assent.**

### **Background**

1. The Council's interest in working with HS2 is to negotiate the best outcomes for residents should the project go ahead. The Council and HS2 have agreed to co-operate on technical matters for the purposes of enabling and shaping:
  - the carrying out of an Environmental Impact Assessment, route design refinements and mitigation, and
  - the production of an Environmental Impact Assessment Report and other documents, including the Scope and Methodology Report and the Equalities Impact Assessment. \*A non-exhaustive list of other documents is set out for illustrative purposes in Annex A
2. This technical engagement is intended to be genuinely collaborative in order to achieve a high quality, sustainable development. This Service Level Agreement sets out the principles for the engagement.
3. This Agreement is entered into without prejudice to the Council's views about the Project, and is not intended to fetter the Council's ability to discharge its statutory functions in relation to the Project. HS2 and the Council will continue to discuss the Council's views about the Project and its impact on the county.
4. HS2 acknowledges that the Council enters into this Agreement without prejudice to its rights to disengage at any time.

### **Technical engagement**

5. The Council will engage with HS2 about the Project, and provide timely responses to requests for consultation, scrutiny, review and comments from HS2, in order to inform the EIA process, design development and other technical documents.

6. In return, HS2 will seek to agree in advance the deadlines for responses from the Council and, where deadlines cannot be agreed, will not make unreasonable requests or impose unrealistic deadlines, having regard to the published timetable for the EIA process and design development.
7. The Council will carry out these tasks with reasonable care, skill and diligence using staff, and (where HS2 agrees in writing) consultants, who are suitably skilled and experienced.
8. HS2 will have the right to use all material prepared by the Council in response to HS2 requests as described within this agreement, and in any other way it deems appropriate with the agreement of the Council, such agreement not to be unreasonably withheld.

## **Payment**

9. HS2 recognises that the Project places additional demands on the Council's resources, and will reimburse the reasonable costs and travel expenses incurred by the Council's employees and consultants for the activities specified in Table A (**'the Activities'**), based on maximum day rates of £250 for employees and £600 for consultants.
10. The Council will keep records of the costs incurred undertaking the Activities, and make them available to HS2 on request.
11. The Council will submit invoices to HS2 for costs incurred undertaking the Activities on a quarterly basis, to be submitted no later than 3 months after the quarter end in which they are incurred, together with all supporting information reasonably required by HS2.
12. If such an invoice is not submitted to HS2 within 3 months of the quarter end in which they are incurred there is no obligation on HS2 to make any payment in respect of the costs incurred for that quarter.
13. HS2 will not reimburse any costs incurred by the Council on matters outside of the scope of the Activities and the Council is not required to carry out any work other than the Activities that would require it to incur costs unless this is agreed in advance in writing. A non-exhaustive list of matters for which the Council will not be reimbursed is set out for illustrative purposes in Table B.

## **Confidential Information**

14. For the purposes of the engagement envisaged by this Agreement, HS2 may pass information to the Council which is confidential or otherwise sensitive in nature. The Council agrees not to disclose this information or make use of it except as required for the provision of the services requested by HS2 under this Agreement **or as required by law**.
15. In the spirit of this Agreement, HS2 will not designate information as confidential unless it considers this reasonably necessary for the Project, or for the protection of HS2's

legitimate interests or the interests of others who might be adversely affected by the disclosure of the information.

17. HS2 and the Council have previously entered into a confidentiality agreement dated 9 November 2015 ("the NDA") pursuant to which the parties agree to comply with confidentiality obligations. The parties hereby accept and agree that any Confidential Information (as defined in the NDA) that passes between HS2 and the Council pursuant to this Agreement shall be subject to the confidentiality obligations within the NDA.

18. The Authority acknowledges that HS2 may disclose a copy of this Agreement to its contractors, consultants, sub contractors, agents and tenderers (prospective and actual), provided that the recipient is subject to confidentiality obligations restricting any further disclosures.

### **Further agreement**

19. Any variation to the terms of this Agreement or further detail or clarification of the ways of working together shall be agreed in writing.

SIGNED for and on behalf of High Speed Two (HS2) Limited

Name: Sarah Walton, Head of Commercial Agreements

Signature:

Date:

SIGNED for and on behalf of East Staffordshire Borough Council

Name:

Signature:

Date:

## **Annex A: Sample Technical Document**

1. EIA Scope and Methodology Report
2. EQIA Scope and Methodology Report
3. Working Draft Environmental Impact Assessment Report
4. Working Draft Equality Impact Assessment Report
5. Code of Construction Practice – Local Environmental Management Plan

**Table A: Activities to be reimbursed by HS2 (subject to paragraphs 9-12)**

1	Data collection and gathering to inform the EIA baseline assessment requested by nominated persons from HS2 Ltd or acting on their behalf
2	Preparation for and attendance at Planning forums/meetings and technical working groups
3	Preparation for and attendance at bi-lateral discussions with HS2, or nominated representatives, in relation to route-specific issues within their area of concern
4	Review and commenting on notes of meetings prepared by HS2 prior to publication at the prior request of HS2
5	Commenting on specific EIA aspects, engineering and other technical process and documents at the prior request of HS2
6	Technical work necessary for the EIA process held by third parties on behalf of the Council
7	Time incurred by the Council relating to plans which are exclusively outside of the access agreements and LIQ requests (for example, road/highway ownership). This excludes any plans or queries raised by HS2 and their contractors in respect to LIQs, EAAs or GI agreements.
8	Responding to other specific requests from HS2 where it has been agreed that a fee would be paid for that activity. Agreement must be evidenced via written communication.

**Table B – Activities not subject to reimbursement (illustrative and non-exhaustive list, in accordance with paragraph 14)**

1	Time spent by the Council, or third parties acting on their behalf, to respond to public consultations run by HS2 and / or DfT
2	Information provision and sharing with local communities, unless at the request of HS2 and specific to a technical EIA or design matter
3	Time spent in coordinating and support of community engagement events or providing a local authority overview to events, hosting local authority HS2 web pages, etc.
4	Time spent on dealing with public enquiries relating to the HS2 route proposals

5	Time spent by consultants acting on behalf of the Council to establish or report on local impacts associated with the proposed route, unless agreed in writing by HS2 Ltd that this work supports work it is carrying out on the EIA or route refinement work and will be made available to HS2
6	Preparation for and attendance at community engagement events, unless agreed by HS2
7	Production of alternative notes of meetings for circulation within and between local authorities or wider circulation
8	Time spent by councillors on matters relating to HS2 route proposals
9	Costs and fees which local authorities incur in drafting and depositing their petitions, considering or responding to Petition Response Documents, assurance letters or undertakings, attendance and presentation of their petition in Select Committee, or in attendance at meetings with HS2 Ltd to discuss their petition or subsequent exchanges (unless otherwise agreed)
10	Arranging surveys on Council land is covered by the survey fees and Licence fee in the EAA / GI licence agreements.
11	Planning issues would be covered by any standard planning fee paid by HS2 in relation to any applications.