

SCHEDULE 32

The Strategic Board

1. STRATEGIC AND PARTNERING

1.1 The Authority and the Service Provider shall each take the respective steps necessary to establish and maintain the Strategic Board. Such steps shall include the following:

1.1.1 the Authority shall appoint and keep appointed three (3) representatives of the Authority to the Strategic Board, such representatives to be:

(a) the Chief Executive or the Executive Director (Place) of the Authority (or a nominee of the Executive Director (Place)) (who shall act as the Chair of the meeting);

(b) the Head of Highway Maintenance Service; and

(c) the Commercial Director of the Authority;

such three attendees to constitute a quorum for the Strategic Board Meeting, and

1.1.2 the Service Provider shall appoint and keep appointed two (2) representatives to the Strategic Board, such representatives to have approximately equivalent authority to those appointees referred to in paragraphs 1.1.1(a) to (c) inclusive.

1.2 The appointments referred to in Paragraph 1.1 shall be made within fifteen (15) days of the date of this Contract. If at any time either Party wishes to replace a representative then the Party shall notify the other Party in writing.

1.3 The objectives, terms of reference and methodology of the Strategic Board are set out in Paragraphs 2 to 4 (inclusive) and in the Terms of Reference (provided that in the event of any conflict between the provisions of this Schedule 32 and the Terms of Reference, this Schedule 32 shall prevail). No Strategic Board Meeting shall commence unless a quorum of Authority members is present. If such quorum is not present within half an hour from the time appointed for the Strategic Board Meeting, or if during the meeting such a quorum ceases to be present, the meeting shall stand

adjourned to the same day in the next week at the same time and place or to such time and place as the present attendees may determine.

- 1.4 Either Party may request other Parties to attend meetings (as non-voting attendees only) and/or to provide such information and assistance as the relevant Party feels (acting reasonably) that the Strategic Board requires in relation to its operation from time to time.
- 1.5 The Strategic Board shall meet within twenty (20) Business Days of the date of this Contract and thereafter every three (3) months or more frequently as the members of the Strategic Board may agree.
- 1.6 Any provisions of this Schedule 32 (with the exception of Paragraph 3.3) may be amended by the unanimous consent of the Strategic Board.

2. OBJECTIVES OF THE STRATEGIC BOARD

- 2.1 The overall objectives of the Parties in establishing the Strategic Board are as follows:
 - 2.1.1 to secure a working relationship between those involved in meeting or contributing to the Authority's objectives;
 - 2.1.2 to assist in effective communications between the Parties, those involved in meeting or contributing to the Authority's objectives and interested Parties;
 - 2.1.3 to provide leadership, commitment and motivation;
 - 2.1.4 to achieve mutually beneficial outcomes for the Parties;
 - 2.1.5 to assist in giving strategic direction to the management of the Project and ensure that longer term issues are properly considered;
 - 2.1.6 such other objectives as the Parties may agree from time to time;
 - 2.1.7 to ensure that all decisions support the Authority's compliance with its Best Value Duty.

2.2 Accordingly it shall be the role of the Strategic Board to prepare and agree a joint action plan which will set out how the Strategic Board's objectives are to be achieved, which shall set out proposals including a consideration of the following matters:

2.2.1 to facilitate the achievement of the overall objectives referred to Paragraph 2.1;

2.2.2 to promote best whole life cost and to optimise network investment decisions;

2.2.3 to reduce bureaucracy and duplication of effort and to enhance efficiency and economy;

2.2.4 to set optimum targets for year-on-year improvements,

and shall review such proposals as determined by the Strategic Board but in any event no less often than annually.

3. TERMS OF REFERENCE OF THE STRATEGIC BOARD

3.1 Subject to any financial or contractual limits of delegation disclosed by the representatives of one Party to the other Party, the Strategic Board may discuss any matter of relevance to the Project, this Contract or the Service.

3.2 Specific examples of matters which are within the remit of the Strategic Board are as follows:

3.2.1 without prejudice to Clause 32 (*Inconsistencies relating to the Provision of the Services*), considering and producing recommendations to resolve any ambiguities or discrepancies in this Contract;

3.2.2 making proposals to remove requirements on the Parties or others which are illegal, impossible or both;

3.2.3 considering and subsequently recommending changes to this Contract and considering any implications (financial, operational or otherwise) which flow from such changes;

3.2.4 considering all issues related to innovation and agreeing recommendations regarding the implementation and monitoring of any innovation;

- 3.2.5 convening and organising workshops and seminars for attendance by the Parties and interested Parties on issues relevant to the performance of the Service;
- 3.2.6 considering the effect of any likely or upcoming changes in Legislation or in the practices of the industry generally;
- 3.2.7 considering and regularly reviewing the impact of any risks to the Project, including consideration of the Service Provider's risk register produced under Paragraph 3.4;
- 3.2.8 considering the extent to which the Service is achieving the benefits of the Project;
- 3.2.9 receiving and considering any programmes, plans and reports to be submitted annually by the Service Provider to the Authority in accordance with the Output Specification, including the Annual Service Report, the Network Integrity Report, the Annual Grounds Maintenance Action Plan, the Annual Tree Management Programme, the Five Year Grounds Maintenance Strategy, the Five Year Tree Management Strategy, the Street Maintenance Policy, Standards and Strategy Statement, the Annual Highway Emergency Plan, the Annual Winter Maintenance Services Operational Plan, the Annual Winter Maintenance Service Review Report, the Annual Environmental/Carbon Reduction Plan, the Annual Environment/Climate Change Review, the Service Improvement Plan, the Annual Media Plan, the Asset Management Plan, the Asset Valuation, and the Network Safety Improvement Assessment Report;
- 3.2.10 considering the appropriateness of Service Point award and levels;
- 3.2.11 considering the impact of actual and proposed Investment Programmes on the city and the Authority's stakeholders;
- 3.2.12 considering any health and safety issues arising out of the performance of the Services; and
- 3.2.13 considering the interface of the Project with the Authority's and with third parties' capital works and major maintenance contracts affecting or likely to affect the Project Network.

- 3.3 For the avoidance of doubt, although the Strategic Board may have the power to recommend agreed changes to the Contract, it shall not have the power to bind any of the Parties to any amendments to the Contract.
- 3.4 In order to facilitate the Strategic Board in its consideration under Paragraph 3.2.7, the Service Provider shall submit to the Strategic Board a risk register for review on such frequency as shall be determined by the Strategic Board.

4. METHODOLOGY OF THE STRATEGIC BOARD

- 4.1 The Strategic Board shall operate by consensus.
- 4.2 At each meeting of the Strategic Board one of the Authority's representatives shall chair the meeting.
- 4.3 The Authority shall be responsible for organising and servicing all meetings of the Strategic Board, and shall determine the locations and timings of meetings. The agenda at each meeting of the Strategic Board shall be proposed by the Authority and the Service Provider may provide comments on and/or additional items to the agenda as required.
- 4.4 The Authority Representative (or another representative of the Authority invited to minute the meeting) shall minute the meetings of the Strategic Board and shall distribute minutes within five (5) Business Days of the relevant Strategic Board meeting to all attendees. The minutes of the Strategic Board meeting shall be discussed and agreed at the next occurring meeting and thereafter the Authority Representative shall incorporate any amendments agreed and distribute the agreed minutes to all other attendees within fifteen (15) Business Days of the relevant Strategic Board meeting at which the minutes were agreed.
- 4.5 The Strategic Board may set up working groups, sub-groups or special interest groups as it agrees.