



# **DRAFT CONDITIONAL OFFER OF GRANT**

between

**Gloucestershire Development Agency Limited**

and

**Cheltenham Borough Council  
Cotswold District Council  
Forest of Dean District Council  
Gloucester City Council  
Stroud District Council  
Tewkesbury Borough Council**

## DRAFT CONDITIONAL OFFER OF GRANT

1. **This Grant Agreement is made between:**

**Gloucestershire Development Agency Limited**, a company limited by guarantee whose registered office is at Chargrove House Business Centre, Main Road, Shurdington, Cheltenham GL51 4GA (“the contractor”)

and (“the client”) the District Authorities of:

**Cheltenham Borough Council,  
Cotswold District council  
Forest of Dean District Council,  
Gloucester City Council,  
Stroud District Council,  
Tewkesbury Borough Council,**

2. **Purpose of the Grant Agreement**

Firstly, this Agreement specifies the responsibilities, reporting, and the monitoring and liaison requirements provided by the contractor to the client in pursuit of its Economic Development and Tourism work. This Economic Development and Tourism focus will reflect the county’s key productive sectors. The responsibilities, reporting and the monitoring and liaison requirements are listed in Annex A of this Agreement. Annex A may be amended to reflect changing priorities with the agreement of all parties.

Secondly, this Agreement specifies the contractors Annual Operating Plan. Annex B outlines the 2004/05 Operating Plan and similarly to Annex A may be amended to reflect changing priorities with the agreement of all parties.

Thirdly, this Agreement details the financial arrangements between the contractor and the client. Annex C clarifies the payment terms, financial records and audit access and the financial relationship between parties.

3. **Status of the Grant Agreement**

In signing this Agreement the contractor and the client are committing themselves to fully comply with the duties set out for them.

4. **Duration of the Grant Agreement**

This three year Agreement comes into effect when it has been signed by, or on behalf of, all parties and shall be deemed to have commenced on 1<sup>st</sup> April 2004 and shall last until 31<sup>st</sup> March 2007.

**5. Contract Managers**

- a) The Contract Manager for the contractor will be Stan Jones.
- b) The Contract Managers, or such other person as a Council may notify to the parties to this agreement, for the client will be:

Wendy Jackson for Cheltenham Borough Council  
 Sarah Hulme for Cotswold District Council  
 Owen James for Forest of Dean District Council  
 Vicki Rowan for Gloucester City Council  
 Stephen Hay for Stroud District Council  
 Julie Wood for Tewkesbury Borough Council

- c) Any enquiries about procedural and contractual matters contained within this Agreement should be addressed to the Contract Managers.

**6. Payment**

The client shall make the payments specified in Annex C in accordance with provisions of that Annex.

As witness the hands of the parties:

Authorised to sign for and behalf of Gloucestershire Development Agency	Authorised to sign for and behalf of Cheltenham Borough Council
Signature ..... Name in capitals: <b>STAN JONES</b> Position in organisation: <b>Managing Director</b> Address: Gloucestershire Development Agency Chargrove Business Centre Main Road Shurdington Cheltenham GL51 4GA  Date:	Signature ..... Name in capitals: <b>WENDY JACKSON</b> Position in organisation: <b>Economic Development Manager</b> Address: Cheltenham Borough Council Municipal Offices Promenade Cheltenham GL50 1PP  Date:
Authorised to sign for and behalf of Cotswold District Council	Authorised to sign for and behalf of Forest of Dean District Council
Signature ..... Name in capitals: <b>SARAH HULME</b> Position in organisation: <b>Economic Development Officer</b> Address: Cotswold District Council Trinity Road Cirencester Gloucestershire GL7 1PX  Date:	Signature ..... Name in capitals: <b>OWEN JAMES</b> Position in organisation: <b>Head of Regeneration Services</b> Address: Council Offices High Street Coleford Gloucestershire GL16 8HG  Date:

<p>Authorised to sign for and behalf of Gloucester City Council</p>	<p>Authorised to sign for and behalf of Stroud District Council</p>
<p>Signature .....</p> <p>Name in capitals: <b>VICKI ROWAN</b></p> <p>Position in organisation: <b>Economic Development &amp; Tourism Manager</b></p> <p>Address: Gloucester City Council Herbert Warehouse The Docks Gloucester GL1 2EQ</p> <p>Date:</p>	<p>Signature .....</p> <p>Name in capitals: <b>STEPHEN HAY</b></p> <p>Position in organisation: <b>Regeneration Manager</b></p> <p>Address: Stroud District Council Ebley Mill Stroud Gloucestershire GL5 4UB</p> <p>Date:</p>
<p>Authorised to sign for and behalf of Tewkesbury Borough Council</p>	
<p>Signature .....</p> <p>Name in capitals: <b>JULIE WOOD</b></p> <p>Position in organisation: <b>Tourism &amp; Economic Development Manager</b></p> <p>Address: Tewkesbury Borough Council Gloucester Road Tewkesbury Gloucestershire GL20 5TT</p> <p>Date:</p>	

## Annex A

### RESPONSIBILITIES

The Gloucestershire Development Agency Limited (GDA) shall support all District authorities in Gloucestershire in pursuit of their economic development and tourism strategies and action plans. While these deal primarily with economic development and tourism they will integrate the principles of social justice and sustainability.

#### a) Core Services

Core services to be provided by the GDA are as follows:

##### **1. Regional Links**

- To develop and broaden Gloucestershire First and the GDA Board to ensure the county's full representation at regional, national and European level. This will include co-ordination, facilitation and promotion of Gloucestershire First to ensure in particular:
  - A clear role and identity within and outside the county
  - A recognised link to SWRDA
  - Effective consultation of all partners
  - Effective and appropriate representation
- To co-ordinate in partnership with the District Councils the regional economic and tourism programmes including:
  - Civic Pride Initiative
  - Sites & Premises
  - Incubation & Science Parks Strategy
  - Business Parks Project
  - Rural Renaissance
  - Canal Corridor & Sharpness Docks
  - Market and Coastal Towns Initiative and non MCTI market towns and parishes
  - Joint Investor Support Programme – visits, sector reports, sector summits, companies in crisis. Districts to receive proposed company visit list in advance and early feedback following visits to enable joint response.
  - Sector Programmes
- To ensure appropriate links with Government Office South West (GOSW) and the Regional Assembly.
- To ensure appropriate links with other regional organisations and networks including: West of England Aerospace Forum, South West Food & Drink, South West Tourism, South West Screen, Business Incubation South West

## **2. Gloucestershire Economic Strategy (GES) / Gloucestershire Rural Economic Strategy (GRES) / Gloucestershire Urban Economic Strategy (GUES)**

- To co-ordinate and drive forward the GES/GRES/GUES through the Annual Operating Plan, based on effective consultation and engagement of all local authorities, and other parties. Within this, a particular emphasis shall be placed on identifying and developing priorities for the county as a whole and joint actions/projects where co-operation between one/several local authorities will generate added value for the county.
- To monitor progress and update the GES/GRES/GUES and Annual Operating Plan (including the annual SWRDA review meeting).
- To facilitate the Gloucestershire District Liaison Group as the main vehicle for feedback and consultation on all Strategies and the Operating Plan.
- To ensure appropriate links with other Local Strategic Partnerships, countywide, regional and national strategies.
- To promote effective consultation and co-ordination on countywide economic development and tourism issues. This includes:
  - Advisory panels
  - GDA Board review of appropriate issues
  - Partnership review meetings

## **3. Indigenous & Inward Investment**

- To co-ordinate and produce a County Workspace & Investment Strategy, based on effective consultation and engagement of all local authorities, and other parties.
- To co-ordinate and produce a County Broadband Delivery Plan.
- To liaise and feedback to the District economic development and planning teams about major indigenous and inward investment business enquiries and to act in accordance with District economic priorities and local planning .
- To produce a marketing plan for the county which will be consistent with District economic and tourism objectives.
- To develop promotional material and agree distribution, to respond to specific promotional needs.
- To maintain a dynamic website information service for all users.  
[www.glosfirst.co.uk](http://www.glosfirst.co.uk)
- To operate the land and property enquiry service. This shall include monthly reports and a twice yearly analysis of these to show the level and range of demand versus supply at District level.

#### **4. Partnership Programmes**

- To work closely with the Districts to develop and secure funding to deliver a range of programmes to further countywide economic development and tourism objectives including:
  - County Regeneration Initiatives
  - County Bidding Group
  - Develop a protocol for responding to calls from new European & National funding sources
  - Create an Urban Strategy Group
  - Rural Strategy Group
  - Crisis Management Taskforces
  - District Initiatives

#### **5. Communications and Publications**

- To communicate effectively with key influencers and decision makers and to raise awareness of Gloucestershire First through:
  - Economic Bulletin and Newsletter
  - Position statements, briefing notes, quarterly reports
  - Manage the County's economic research function (GLMIU?)
  - Regular liaison with the Districts
  - Gloucestershire Ambassador Programme
  - MP and MEP briefings
  - Scrutiny and review of the structure of the GDA Board and its operations
  - Maintain links and networks with adjacent counties and regions.

#### **6. Partnership Operating Plan**

- To co-ordinate and review progress of the Gloucestershire First Annual Operating Plan. Annex B details the Operating Plan in 2004/05.
- The Operating Plan details partnership activities and specific tasks, grouped under six principal aims. It is accepted that a dynamic economy may prompt additional tasks during the year which may have resource implications.

#### **b) Reporting**

Efficient and effective reporting systems will be agreed to give partners sufficient time to respond and progress the countywide economic development and tourism agenda.

#### **c) Monitoring and Liaison**

The Contract Managers and other relevant staff will meet within one month of the end of each calendar quarter to:

- present monitoring data based on the Operating Plan - Annex B
- review performance against performance indicators,
- review plans for forthcoming activities.

**FINANCIAL ARRANGEMENTS**

**1. Payment**

- In consideration of the provision of the Core Services (Paragraph a. Annex A) and subject to satisfactory performance against the Annual Operating Plan (Annex B), each of the District authorities shall pay the Gloucestershire Development Agency Limited (GDA) £13,500 per annum.
- The payment schedule will be as follows:
  - the first 50% of payment following the contract monitoring and review meeting for the second quarter of the contract,
  - the second 50% of payment following the contract monitoring and review meeting for quarter 4 of the contract
- Subject to being satisfied with the performance by the GDA of its obligations under this Agreement, the client will pay any such invoices within 28 days of receipt.

**2. Termination clause**

- This three year Agreement is subject to satisfactory performance against the Annual Operating Plan. The District Authorities reserve the right to terminate this Agreement if the GDA do not submit satisfactory contract and monitoring reviews.
- The District Authorities reserve the right to terminate this Agreement due to any unforeseen changes in their financial circumstances.

**3. Financial records and audit access**

- The contractor shall permit duly authorised staff or agents of the client to examine the records at any reasonable time and shall furnish suitable oral or written explanation as required.
- The contractor shall retain the records for 3 years after the date of the final payment by the client under this Agreement and shall make the records available at any time during these 3 years as provided in paragraph 2 of Annex C.

**4. Relationship between parties**

- The contractor shall account, as applicable, for Income Value Added Tax, and Class 4 Social Security contributions to the appropriate authorities.