

Broads Authority

19 November 2021

Agenda item number 9

Public Sector Co-operation Agreement with the Environment Agency

Report by Head of Construction, Maintenance & Ecology

Purpose

This report proposes a five year partnership between the Broads Authority and the Environment Agency to co-operate to achieve common purposes relating to the carrying out of flood risk management maintenance and similar works and activities where the Broads Authority is a delivery party.

With the formal end of the Broadland Flood Alleviation Project in May 2021, the direct management and maintenance responsibility of flood risk management assets in Broadland returns fully to the Environment Agency, after a two-year transition period with the consultants (Jacobs UK Ltd) and contractors (BAM Construct UK Ltd).

The overall objective of the proposed Public Sector Co-operation Agreement is to provide the Environment Agency and Broads Authority with a framework for delivery of their common needs, such as maintenance of flood risk management assets (floodbanks); to secure efficient local working arrangements which will achieve value for money; and to take advantage of local skills, experience and operational practices.

Broads Plan context

This partnership would contribute to the longer-term integrated management of tidal and fluvial flooding risk, establish a new framework within which opportunities for sustainable re-use of dredged sediment and operational best practice are promoted, and to assist the Authority in the maintenance of the Broads navigation.

Recommended decision

Support the principle of the Authority entering in a Public Sector Co-operation Agreement with the Environment Agency to enable selected projects and tasks to be carried out for mutual benefit, and delegate authority to the Chief Executive to negotiate the details of the final agreement.

1. Introduction

- 1.1. The overall objective of a Public Sector Co-operation Agreement (PSCA) is to provide statutory bodies with a framework for delivery of their common needs. Under section

13 of the Flood and Water Management Act 2010 (FWMA) operating authorities are encouraged to improve working arrangements to achieve optimal use of available resources and improved management of flood risk. Section 13 places duties on risk management authorities to cooperate and share information. Under section 13(4) of that Act, “a risk management authority (such as the Environment Agency) may arrange for a flood risk management function to be exercised on its behalf by another public sector risk management authority”.

- 1.2. The Broads Authority is not a risk management authority in terms of the FWMA but is eligible for inclusion within the scope of PSCA’s as a navigation authority. A navigation authority may perform a flood risk function on behalf of a risk management authority but there is no reciprocal arrangement. This means a navigation authority may, undertake works and activities for a risk management authority (provided that such arrangements otherwise fit within the scope of the PSCA), but risk management authorities have no authority to undertake works for the navigation authority.
- 1.3. The scope of activities the Authority may enter into via this type of agreement with the Environment Agency includes, but is not limited to:
 - Provision of dredged material for flood embankment maintenance
 - Hire/use of equipment
 - Checks and basic maintenance of Environment Agency assets with secondary navigation function or sometimes unpermitted navigation use (for example piled river edges used as moorings)
 - Tree removal/management
 - Incident response

2. PSCA in practice

- 2.1. Once a PSCA is in place it is valid for five years. Where suitable opportunities for practical works within the scope of the PSCA are identified by the parties, an annual programme of work to be delivered in the subsequent financial year will be agreed. As per the Authority’s existing annual operational work programming planning cycle, priority projects are set in the autumn, prior to commencement of delivery from the following April. The agreement is a framework for cooperation, so it does not oblige the partners to do any particular works and activities, unless and until specific tasks are mutually agreed.
- 2.2. The parties will agree the details of specific works and activities in writing using the template forms contained within the [PSCA User Guide](#). This should be agreed and signed by both parties before any work is commenced.

3. Financial implications

- 3.1. Arrangements using PSCA's can be made, subject to satisfying the objectives and conditions in the PSCA guide, to ensure that procurement laws are complied with and there is no distortion of the commercial market place. Where activities are accepted into the Authority's annual work programme (depending on available operational capacity and priority), they will either be charged at the agreed rates, or carried out either free of charge or at cost (and not for profit).
- 3.2. Any reimbursement will be of actual costs corresponding to the carrying out of the activity. Costing models will be fully transparent as defined in costs tables shared between parties and updated annually. The internal operating costs for all Construction, Maintenance & Ecology staff, vessels and plant has been refreshed using financial information up to the end of March 2021.

4. Risk implications

- 4.1. Activities to be included within the PSCA annual work schedule will be agreed and confirmed in writing by the parties each year. Works to be undertaken by the Authority will be targeted specifically where there is a mutual benefit between the parties to reduce wider corporate risks, such as for flood risk management, asset management and public safety.
- 4.2. The PSCA template includes sections on liabilities, insurance levels, compensation, variations and termination to protect each party and allow for any future changes that may be required.

5. Conclusion

- 5.1. For the first few years of an agreement, a short list of potential projects where there is mutual benefit between parties is already drafted. Specific examples include assisting the transportation of dried dredged sediment along the River Waveney for crest raising a section of floodbank; felling small tree growth on floodbanks along the River Ant; and management of river edge piling for 24 hr moorings on the River Bure. These activities could be initiated as one-off projects with the Environment Agency without a PSCA, but the opportunity to avoid duplication of effort and having a solid framework to arrange health & safety standards, manage environmental risks, set reimbursement rates and align permitting requirements would be lost.

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Date of report: 03 November 2021

Background papers: PSCA User Guide 2018 https://www.ada.org.uk/wp-content/uploads/2018/11/PSCA_User_Guide_Oct_2018.pdf

[Broads Plan](#) strategic actions:

1.3 Long-term integrated coastal, tidal and fluvial flood risk strategic approach;

3.1 Annual dredging regimes; new resources, legislation and best practice for sediment management;

3.2 Reducing soil erosion into waterways, improving sustainable dredging disposal