

**DATED 12/05/2022**

**ABERGAVENNY TOWN COUNCIL**



**and**

Abergavenny Community Enterprise Partnership

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**COOPERATION AGREEMENT**

for the provision of funding for  
£10,000 Per Year for 3 years

For development of a community – based Facility and Activities

## **AGREEMENT**

**DATED: 12/05/2022**

**BETWEEN:**

- (1) ABERGAVENNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “Council”).
- (2) ABERGAVENNY COMMUNITY ENTERPRICE PARTNERSHIP** of 29 Hillcrest Road, Abergavenny, NP7 6BN (“ACE”)

### **COOPERATION AIMS**

- (A) Abergavenny Town Council has statutory duties under the Well Being of Future Generations Act and has identified a number of organisations that can help the Town Council fulfil their duties. ACE is one such organisation.
- (B) ACE can help the Council address the identified priority areas which are protecting and enhancing the natural environment.
- (C) Abergavenny Town Council support ACE in its aims to provide ongoing and voluntary improvements To support the local Community with proviso under the future Generations Act, Offer support and provide advice in a friendly, non-judgemental environment.
- (D) ACE seeks security of funding to enable the group to have a sustainable future and to create increased capacity to develop the biodiversity of the local Community and the surrounding areas.

### **1 COOPERATION SERVICES**

- 1.1 During the Term of this Agreement, the Council shall provide capital and revenue funding to support the work of ACE as set out in Annex 1.
- 1.2 ACE will take appropriate steps to ensure value for money when letting contracts and that appropriate management arrangements are put in place to ensure that the quality of work is to a specified standard.
- 1.3 The agreement is to incorporate:
  - 1.3.1 Capital and revenue funding to undertake the projects outlined in Appendix 1.
  - 1.3.1 In the event that any of these projects cannot be undertaken the Council will consider favourably allowing ACE to use such funds for other, approved, projects in line with the cooperation aims outlined above.

### **2 DELIVERABLES**

- 2.1 ACE will deliver against the Wellbeing of Future Generations Act and the Town Council Strategy & Action Plan to implement changes to enhance biodiversity which works towards Section 6 of the Environment Act. Details of deliverables are set out in Annex 2.

### **3 TERM AND TERMINATION & INDEMNITIES**

- 3.1 Subject to earlier termination in accordance with its terms, this Agreement shall commence on the 1<sup>st</sup> June 2022 and shall continue until 31<sup>st</sup> May 2025
- 3.2 This agreement may be terminated at any time by either party giving at least 12 months' clear written notice to the other party.
- 3.3 There will be a review point every 12 months during the term of this agreement.
- 3.4 ACE should notify the Council at the earliest opportunity should the Group be considering closing down the project or that the project is in financial difficulty. This would enable the Council to consider its options regarding future funding.
- 3.5 ACE has in place appropriate insurances which includes public liability insurance. The group has sole responsibility for dealing with any claims from accidents or other events resulting in loss or injury even if the activity was partially funded using Council funding.

#### **4 PAYMENT**

- 4.1 The Council will pay £10,000 following the signing of the agreement.
- 4.2 Thereafter the Council will pay the annual sum in 3 instalment(s); the instalment will be paid in June 2022. Future year payments would be subject to satisfactory annual review.

#### **5 VARIATION TO THE AGREEMENT**

- 5.1 Should either party wish to discuss a significant variation to the agreement, representatives shall meet to agree such variations. Significant variations will be added to this Agreement as supplementary appendices.

#### **6 PERFORMANCE MANAGEMENT**

- 6.1 As a minimum, the Council and ACE will meet annually. This will involve a visit to ACE to receive a presentation from the group. The performance measures are set out in Annex 3.
- 6.2 One week before the visit an update report will be sent to the Town Clerk for circulation. The annual report structured under the agreed objectives should capture what has worked well and also what hasn't worked well. It is important for both parties to be open and transparent to aid greater understanding. This report will form the basis for any changes to the deliverables for the coming year.
- 6.3 During the year, copies of newsletters and reports should be circulated to the Town Clerk for circulation to all Councillors.

##### **Cooperation Meetings**

- 6.4 Both parties are able to request that a cooperation meeting is convened. This could be to discuss and explore potential issues or new proposals. Both parties are encouraged to view this as a meaningful partnership, with both parties wanting the same outcome.

#### **7 RESOLUTION OF DISPUTES**

- 7.1 If there is a dispute between the parties concerning any matter arising from or in connection with this Agreement, the parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.

7.2 Any dispute which has not been resolved between the Nominated Representatives (to be nominated by the Town Council at the May Council meeting) within fourteen (14) days of the matter being raised, may be escalated by either party to the Chair of ACE and Full Council Committee by notice in writing.

**8 PUBLICITY**

8.1 ACE will acknowledge the support of the Town Council whenever possible on their website, social media, printed materials etc.

Signed on behalf of Abergavenny Town Council ) Signature:

**By Name:** ) Date:

Signed on behalf of \_\_\_\_\_ ) Signature:

**By Name:** ) Date:

## ANNEX 1

### COOPERATION FUNDING

1. To Maintain ACE`s Opening hours or increase them as needed
2. To maintain our independent food bank, we provide items not generally supplied by the “food Deliveries” We now have With our established partnership with ACT, This could be as simple as Jam, Stock cubes, Coffee or tea. Etc
3. To provide a baby Bank/ Toy Bank/ School Uniform bank to the local community
4. To expand our “free” legal advice service – initial advice that’s given by our volunteer solicitor.
5. To subsidize trips for the community
6. To provide and subsidise a trip specifically for the older community.
7. To expand advocacy services, which is currently provided by an volunteer, so that any vulnerable person have the appropriate representations, which we have seen is partially needed by social services.
8. To promote our local community to take pride in its surroundings, and to build a relationship with members of the Community and County officials.

## **ANNEX 2**

### **DELIVERABLES**

#### **THE WELL-BEING OF FUTURE GENERATIONS ACT 2015.**

**How this is reflected in the existing provision and ongoing projects and how this benefits the people of Abergavenny and visitors now and in the future.**

- To Provide One Subsidised Coach Trip Each year aimed at families
- To increase opening hours which will enable more support services to operate from the centre including services that offer support to families.
- To work with the Town Council and other partners to organise an annual play event.
- To provide an emergency store cupboard to assist as and when necessary.

#### **A PROSPEROUS WALES**

- To provide access for any type of advice and support the community might need in a non – threatening, non- judgemental face to face environment.
- To provide a free legal advice clinic, initial advice given by a volunteer Solicitor.
- To provide opportunities for local businesses to support community activities with example providing services on a pro-bono basis.
- To use, where possible, Local tradespersons and suppliers.

#### **A HEALTHIER WALES**

- Where possible off free fresh food using surplus food collected by Abergavenny Community Trust from Local supermarkets and local growers.
- To provide subsidised trips for the community to experience life outside of Abergavenny, Allowing people to access experience that they may not have access too normally.

#### **A MORE EQUAL WALES**

- We provide opportunities for our community to access services and experiences that they may not have been able to.
- To provide access to a garden and community food beds allowing people who can't access green environments.

#### **A GLOBALLY RESPONSIBLE WALES**

- To provide access to recycling bags and promote recycling in the wider community.
  - To access excess food and consumables that could be destined to end up in landfill.
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**ANNEX 3**  
**PERFORMANCE MEASURES**

The annual report will include the following measurements:

- Amount of additional external funding attracted
- Number of individuals assisted
- Additional services offered
- Reduction of energy consumption (year 2)
- New activities created
- Number of referrals to other agencies

(The Update Report could include a number of case studies to reflect the impact of activity on individuals or groups.)