

**MEMORANDUM OF UNDERSTANDING
BETWEEN HERTFORDSHIRE COUNTY COUNCIL, WATFORD BOROUGH
COUNCIL, THREE RIVERS DISTRICT COUNCIL, AND NETWORK RAIL FOR
THE DEVELOPMENT OF WATFORD TO CROXLEY LINK**

1. The Parties

- 1.1 This Memorandum of Understanding (the “MOU”) is between Watford Borough Council (“WBC”), Three Rivers District Council (“TRDC”), Network Rail (“NR”), and Hertfordshire County Council (“HCC”) in respect of collaborative working in the development of the Watford to Croxley Link (“the Project”).
- 1.2 Through this MOU WBC, TRDC, NR and HCC (“the Parties”) will seek ways of conducting business in such a manner as to achieve improved efficiency and increased value for money in respect of the Project.
- 1.3 The Parties will be responsible for working jointly to progress the Project.
- 1.4 The Parties acknowledge that Transport for London (“TfL”) will not be a party to this MOU but will advocate the project and provide advisory support.

2. Background Information

- 2.1 Following the cancellation of the Metropolitan Line Extension (MLX) project, and work in January 2021 considering alternatives to the MLX, there is a need to now develop a new project for the Watford to Croxley Link (W2CL). HCC are also developing options for a Mass Rapid Transit (MRT) project, called the HERT and exploring potential for the Abbey Line through the Restoring Your Railway (RYR) fund. This together with new forms of mobility coming forward means that the Parties need to work together to now seek industry expertise from the market to develop potential concept designs and solutions.

3. Objectives of the MoU

- 3.1 The Parties agree to the following objectives:
 - Jointly explore ways to effectively and efficiently develop the Project;
 - Share information in the interests of the Project;
 - Work together to enable the concept design procurement to progress; and
 - Attend meetings and collaboration activities to facilitate development of the Project.
- 3.2 The Parties will work together to identify any agreements that may be required in order to promote or execute the Project. The Parties may discuss and agree which Party or Parties are best placed to enter into such agreements and how the Parties may work together to support any agreements.

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3.3 The Parties will work closely to ensure that any costs accrued by each party in relation to the Project will be minimised through collaborative working and sharing of appropriate information.

4. Project Objectives

4.1 The Parties have agreed the following objectives in relation to the development of the Project:

Aim	Objective
Enhance Strategic Connectivity	<ul style="list-style-type: none"> • Sustainable connectivity to major centres of population and within the geographies relevant to the Project • Improved access via interchange at Watford Junction, High Street and Metropolitan Line • Sustainable connectivity to the planned strategic growth across Hertfordshire and integration with other projects such as the Abbey Line and HERT projects • Develop Watford Junction as a rail interchange hub
Enhance Local Connectivity	<ul style="list-style-type: none"> • Improved sustainable connectivity from Watford and Croxley Business Parks • Improved sustainable connectivity from Riverwell / Hospital • Improve access to/from/in the stations/interchanges for all users • Improve connectivity with Watford Town centre and other key areas of employment e.g. Croxley Business Park, recreational uses e.g., Watford FC, and/or other large residential and commercial developmental areas.
Support Accessibility	<ul style="list-style-type: none"> • Improved mobility by sustainable modes • Improve interchange between all forms of mobility • Reliable journeys • Improved journey experience for all users/customers • Improved access to key connection points, including homes, jobs, facilities
Improvement of Watford Town Centre	<ul style="list-style-type: none"> • Reduced congestion • Support place-making through positive design and integration with public realm • Improved environment at stations and interchanges • Cater for future demands

4.2 In order to meet these Project objectives the Parties will:

- Work together to agree and define requirements, scope and undertake a procurement exercise for the Concept Design;
- Develop a Business Case for the Project;
- Develop a Delivery Plan/Strategy;
- Develop a Land Strategy;
- Explore Design Options / Alternatives;
- Define the Parties roles going forward in a Collaboration Agreement; and

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- Take account of interface with other projects (including Restoring Your Railway Abbey Line, HERT MRT, Watford Junction redevelopment and the Hospital redevelopment).

5. Collaboration

- 5.1 The Parties resolve to work closely on the Project and to pool their separate skills to achieve the Project in accordance with an agreed timetable.
- 5.2 The Parties will use their reasonable endeavours to complete all work in connection with the Project to a good standard.
- 5.3 The Parties will work in a spirit of mutual trust and co-operation to serve the best interests of the Project and its objectives.
- 5.4 It is agreed that no party to this MoU will seek to profit from the other.
- 5.5 The Parties will report back to each other on their elements of the Project and will keep all parties up-to-date with their plans and programmes.
- 5.6 Where possible, efforts will be made to minimise duplication of work in the development of the Project and other related projects (e.g. HERT and Abbey Line)
- 5.7 The Parties will, and acknowledge that TFL will, support HCC during any promotion, engagement or consultation regarding the Project and will provide such support, as they are able, given due notice including attending stakeholder events / public meetings / exhibitions. For the purposes of this MoU support may take the form of the provision of personnel, facilities (e.g. meeting room space) or such other support as the Parties may deem appropriate and jointly agree.
- 5.8 A collaboration agreement will be developed between the Parties to formalise the relationship between them in respect of (amongst other things) land agreements, the design specification including intellectual property rights therein, construction timescales and completion, financial responsibilities, maintenance responsibilities, insurance and liabilities.

6 Funding

- 6.1 HCC will seek appropriate funding for the Project as the lead authority. WBC, TRDC, and NR will offer funding contributions directly or in kind project support towards the development of documents in relation to the concept design and in the production of the Project business case. The Parties acknowledge that TfL may also provide support as outlined in this paragraph 5.7.

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- 6.2 WBC and TR will review their CIL and S106 policies in light of the Project business case to provide continued financial contributions towards the Project.
- 6.3 Any costs incurred by HCC or other parties, during delivery of the Project, will be identified and recorded.
- 6.4 The Parties will work together to identify all costs and provide information necessary to apply for and claim funds for the development and delivery of the Project from all relevant funding sources.
- 6.5 The Parties will endeavour to identify and reach initial agreement for any necessary land ownership or agreements required for the Project. The Parties will work together to define the exact extent of boundaries required for the Project.
- 6.6 The Parties agree to work together to support the development of potential concepts and agree solutions for the Project in line with the objectives at paragraph 4.1.
- 6.7 Should any of the Parties withdraw support from the Project, they should give a 12-month notice period of their intention to withdraw. The period being effective when they notify the other parties of their intent to withdraw.
- .
- 6.8 Where one Party is commissioned specifically by another Party to carry out work on their behalf which is outside the scope of this MoU then such work shall be subject to separate agreement and invoicing.
- 6.9 The Parties will provide notice to each other of any funding deadlines. All works should be completed and claimed within the timescales agreed with the funding authority.
- 6.10 Subject to the proviso in Clause 13 below the Parties will work together in relation to obtaining all relevant consents and permissions.

7 Procurement

- 7.1 The Parties are working towards a procurement strategy which envisages that HCC will be the lead Party in relation to the conceptual design contract for the Project.
- 7.2 The Parties agree to progress the Project and the concept design procurement consistent with the Concept Design Objectives in Appendix A, which is included within this MoU.

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7.3 The Parties note that as part of the procurement strategy it will be necessary for the conceptual design(s) to be reviewed by all parties in respect of the Project.

8 The Project

8.1 The Project is currently known as the Watford to Croxley Link.

8.2 The main aspects of the Project to be agreed between the Parties relate to agreeing a specification for the concept design work.

8.3 The Parties will provide necessary data and specification guidance to assist HCC and its partner consultancy, WSP, in its development of the Project.

8.4 The Parties will work closely to establish the extent of land ownership and agreements sought by each party. The collaboration agreement and any other required agreements will seek to agree the extent of land required.

9. Liaison and Contacts

9.1 For HCC:
XXXXXX is Senior Responsible Officer
XXXXXX is Project Sponsor

9.2 For WBC:
XXXXXX is Project Sponsor.

9.3 For TRDC:
XXXXXX is Project Sponsor.

9.4 For NR:
XXXXXX is Project Sponsor.

9.5 From time to time, the Parties may appoint other officers and consultants as necessary. In the first instance, all parties will communicate through the above staff, who are responsible for liaising with their separate departments and colleagues.

10. Communications and Publicity

The Parties will draw up a communications strategy in relation to the Project. Agreement will be sought from all parties where and when each organisation is to be named in any statement made about the Project and agreement reached over the use of each Parties logo.

11. Monitoring

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The Parties will work together to monitor progress and ensure appropriate levels of management of performance of the Project. This will be further set out within the planned collaboration agreement

12. Timetable

- 12.1 Under the current timetable, procurement of a concept design is anticipated in early 2022 with completion of the concept design by Autumn/Winter 2022.
- 12.2 The Parties will work together to create a programme timetable, agreeable to all parties. Key dates, which impact on the progress of any parts of the Project, will be identified and the parties will work to meet key deadlines. The programme for delivery of the Project to concept design forms an addendum (Appendix B) to this MoU. The programme is subject to change as agreed by the Parties.
- 12.3 This MoU will provide guidance for the initial working relationship between the Parties and will be replaced when the formal collaboration agreement is put in place. The Parties will aim to complete the said collaboration agreement by the completion of the conceptual designs.

13. Revision of Memorandum of Understanding

The Parties agree that this MoU is not legally binding, is without prejudice to the Parties statutory functions, powers and duties and should be periodically reviewed, at the instigation of any Party, should there be difficulties in delivery of the Project as envisaged. In this case all parties would work to give reasonable notice of any difficulties and to develop alternative options or bring the arrangements under this MoU to an end.

14. Escalation

If any Party has any issues, concerns or complaints about the Project, or any matter in this MoU, that Party shall notify the other Parties and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, for the purposes of this MoU a timescale of one month, the matter shall be escalated to senior managers of each Party for resolution.

15. Intellectual Property

- 15.1 The Parties intend that any intellectual property rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the Party that is lead Party noted in this MOU for the part of the Project that the intellectual property right relates to).

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- 15.2 Where any intellectual property right vests in either Party in accordance with the intention set out in paragraph 15.1 above, that Party shall grant an irrevocable licence to the other Parties to use that intellectual property for the purposes of the Project.

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Signed:.....

[] on behalf of HCC

Date:.....

Signed:.....

[] on behalf of WBC

Date:.....

Signed:.....

[] on behalf of TRDC

Date:.....

Signed:.....

[] on behalf of NR

Date:.....

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Appendix A

Business case	Objective/Deliverable
Strategic	<ul style="list-style-type: none"> • Develop a successful strategic case • Project aligns with local (Watford), regional (Hertfordshire) and national policies • Why the transport system proposed is the most suitable option for the specific local context in Watford and beyond • Ensure reflects project objectives • Project outcomes to reflect success criteria • Constraints, opportunities and interfaces, including interfaces with the existing London Underground and Network Rail infrastructure
Economic	<ul style="list-style-type: none"> • Clear understanding of costs • Deliver effective options appraisal • Identify shortlisted option(s) • Specification of transport system and infrastructure / vehicle solution • Geographical scope including stations / stops / areas served and potential for expansion • Ensure diversity and equalities are assessed • Value for money/viability • A sufficiently developed proposal to understand the benefits and case for the Project while any major risks, assumptions or showstoppers are understood
Management	<ul style="list-style-type: none"> • Delivery Model • Governance arrangements • Procurement strategy • Legal/consents strategy • Public Acceptability - Buy-in to the proposal from the key stakeholders • A proposal that is realistic i.e. it doesn't face funding or operational challenges that have the potential to be insurmountable
Commercial	<ul style="list-style-type: none"> • Commercial viability and opportunities (development, overbuild) • The operating model including the proposed role of the private and public sector • Clarification of land ownership and development rights • Land and Property strategy
Financial Case	<ul style="list-style-type: none"> • Clear funding and financing plan (construction and operation) • Determine future ownerships, management arrangements and maintenance

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Appendix B

Concept Design Timeline

