

## BARNSELY METROPOLITAN BOROUGH COUNCIL

This matter is not a Key Decision within the Council's definition and has not been included in the relevant Forward Plan

Report of the Executive  
Director of Place

### The Barnsley Bus Partnership – Heads of Terms

#### 1. Purpose of report

- 1.1 To seek member approval to sign the Barnsley Bus Partnership – Heads of Terms. This is appended to the report at Appendix B.
- 1.2.1 To identify the next steps involved which will see the establishment of the Barnsley Bus Partnership in January 2017.

#### 2. Recommendations

- 2.1 It is recommended that:
- 2.2 Members approve signing the Barnsley Bus Partnership Heads of Terms as set out in Appendix B.
- 2.3 That members note the summary of the partnership's objectives in section 4.7 of this report.

#### 3. Introduction

- 3.1 The Barnsley Bus Partnership (BBP), also known as a Voluntary Bus Agreement (VBA), is a negotiated agreement between Barnsley MBC, South Yorkshire Passenger Transport Executive (SYTPE) and bus operators. It sets out minimum standards which will apply to all services covered by the scheme and any additional negotiated standards with individual operators on a voluntary basis depending on their particular service patterns and circumstances, with Barnsley MBC committed to providing improved highway measures.
- 3.2 The BBP aims to promote investment in the bus network through better buses and highway measures such as problem solving, analysis of bus route issues and corrective action work to improve the standard of bus services offered to the general public.

#### 4. Proposal and Justification

- 4.1 The emerging Local Plan, Jobs and Business Plan and Housing Strategy set out an ambitious vision which will see large scale economic and housing growth to regenerate the Barnsley economy and to bring it up to regional and national standards.

**4.2** The current bus network in Barnsley, although adequately serving our present needs does face a number of challenges going forward, especially if Barnsley is to deliver its economic and housing aspirations.

**4.3** The Barnsley Transport Strategy, approved in early 2015, sets out four main aspirations which need addressing. These include:

- Better Connectivity
- Affordable and Inclusive Travel
- A Cleaner Environment
- A Healthier Population.

**4.4** To meet our growth aspirations it is vital we have a bus network which fully meets the needs and aspirations of the Transport Strategy. The ability of the current bus network to do this is however, hampered. The principal towns and villages are dispersed and the bus network is based on a 'hub and spoke' pattern. Bus services to and from the town centre to the principal towns have relatively good connectivity, whilst travel between the principal town to principal town often has long journey times and infrequent services. This hampers our efforts to improve connectivity and tackle social exclusion and bring about improvements to the quality of the environment.

**4.5** By signing up to the principal of the BBP and adopting the full version in January 2017, there will be an improvement to bus services which will help tackle many of the transport related issues and provide a bus network to meet the existing and future needs.

**4.6** The BBP will also complement the Statutory Bus Quality Scheme (SBQS) which was adopted in April 2010 and guaranteed minimum bus standards for services using the Transport Interchange, town centre stops and the A61 Quality Bus Corridor.

**4.7** Partnership Objectives

The main objectives of the partnership are as follows:

- To secure improvements in the quality of vehicles used for the provision of local services for the benefit of customers, with progressive improvements to bus specifications, including improving emissions standards to help reduce air pollution;
- Secure other bus quality and operational improvements to benefit users, including joint promotion of an agreed service pattern and performance (which rationalises the services offered), and simplification and inter-availability of ticketing to reduce customer confusion, delays and inconvenience;
- Ensure consultation before implementation of 'major' service changes (involving change of route or defined drop in frequency) and restricting minor changes to fixed periods during the year;
- Provide a bus network that:

- Is co-ordinated for better delivery of a limited resource;
  - Minimises congestion and pollution by avoiding excess duplication;
  - Is efficient, being more sustainable to both operators and the taxpayer;
  - Has improved performance in terms of reliability and punctuality;
  - Is integrated, providing more access to services;
  - Provides a more stable bus network which in the long term helps to support economic growth and encourages modal shift to support patronage growth;
  - Allows reinvestment to improve access or reduce fares.
- Ensure fare increases are reasonable and limited to once per year for each fare;
  - Deliver Barnsley MBC and SYPTE investment in highway measures;
  - Agree targets, data sharing and performance monitoring;
  - Agree and deliver the principle of 'save resource'. Saved hours/miles/peak vehicle requirement (PVR) from service changes will be reinvested elsewhere in the network or in some other way to benefit customers;
  - Agree protocols on operational matters such as breakdowns and on-road driver behaviour;
  - The establishment of a Joint Marketing Plan.

#### 4.8 Next Steps

- 4.9 In addition to the signing of the Heads of Terms, a separate piece of work, the bus network review is currently being undertaken to deliver the Barnsley element of the Sheffield City Region Devolution Deal. This review will look at what works well with the existing bus network, what does not, where the gaps are and what needs to be improved, with the aim to have a bus network that is co-ordinated, efficient and integrated. The resulting network will underpin and support the BBP to deliver its objectives.
- 4.10 Approval to implement the bus network review will be sought by SYPTE via Transport Committee in November 2016, with the adopting of the final version of the BBP in January 2017. Barnsley MBC will also have to seek additional cabinet approval to adopt this final BBP.

#### 5. Consideration of Alternative Approaches

- 5.1 Not signing the BBP – Heads of Terms will compromise the level of buy-in and support that Barnsley MBC can expect to deliver its ambitions from bus companies and SYPTE, which in turn could compromise the borough's economic and transport aspirations with subsequent knock-on effects to social exclusion, connectivity and congestion. **This course of action is not recommended.**
- 5.2 The VBA is a key enabler as identified within the SCR Devolution Deal. As we are within a deregulated market, there is no other efficient method to influence the bus network and help obtain our aspirations within the Transport Strategy.

Not signing the Heads of Terms would also leave Barnsley as the only district within South Yorkshire with no VBA in place. **This course of action is not recommended.**

## **6. Implications for Local People / Service Users**

- 6.1** The implementation of the BBP will improve the bus network which will benefit the local population in terms of improved bus services, network stability and new buses, as well as highway measures, which will improve bus journey times and reliability.

## **7. Financial Implications**

- 7.1** Consultations on the financial implications have taken place with representatives of the Director of Finance, Assets & IT.
- 7.2** There are no financial implications associated with the signing of the Heads of Terms, which this report sets out. However, adopting the BBP will inevitably place a financial obligation on Barnsley MBC in the future, once the full version is initiated.
- 7.3** It is anticipated that these financial obligations will consist of the provision of highway measures to ease congestion and improve specified bus routes to improve journey time. There is no additional funding currently set aside to fund these measures and any improvements will therefore need to be planned as part of the annual highways capital programme together with using any external funding that can be levered in from SYPTE and other external parties including bids for funding via Sheffield City Region. Further reports will update on this.
- 7.4** In addition, when the full BBP is adopted, a marketing budget will be required. This is estimated to be in region of £20,000 per year and will need to be contained within the resources allocated to the Place directorate.
- 7.5** The financial implications are shown on the attached appendix A.

## **8. Employee Implications**

- 8.1** There are no employee implications associated with the signing of the Heads of Terms, however there will be employee implications in terms of workload for design and transportation staff once the full partnership is adopted.

## **9. Communication implications**

- 9.1** There are no communication implications in terms of this report.

## **10. Consultations**

- 10.1** There will be no consultation with the Heads of Terms, however the bus network review will be subject to a full public consultation which will be organised and financed by SYPTE.

**11. Corporate Plan**

11.1 The BBP will help achieve the ambitions of the Corporate Plan by providing a bus service which contributes to a thriving and vibrant economy, helps people to achieve their potential and builds strong and resilient communities.

**12. Tackling Health Inequalities**

12.1 The BBP will improve bus services and access to health facilities, ensuring viable access for non-vehicle owners.

**13. Climate Change and Sustainable Energy Act 2006**

13.1 The implementation of the BBP will improve bus journey times and reliability, which will encourage modal shift from the private motor car to buses. This will mean fewer vehicles on the road and lower carbon emissions which will help to tackle climate change.

**14. Risk Management Issues**

14.1 The adoption of an agreed Bus Partnership Agreement is a risk mitigation logged in the risk register for BU6 (Environment and Transport):

Risk	Current Score	Mitigation	Target Score
<u>Failure to ensure that congestion and disruption to traffic are minimised and reduced.</u>	<u>Category 5 (Green)</u>	<u>Continue with implementation of the Congestion Delivery Plan and Bus Partnership Agreement.</u>	<u>Category 5 (Green)</u>

14.2 Although not directly from signing the Heads of Terms, there is a risk that once the full version is adopted, there will be a shortage of funding for investment in infrastructure schemes. For bus operators, this may result in poor reciprocal response for investment in new and more environmentally friendly buses, which will impact on achieving the partnership's objectives. Section 7.3 details how this will be mitigated against and potential funding sources.

14.3 There is also the risk that the targets set within the BBP are too high, deterring many smaller operators from entering into the final partnership, resulting in a single operator partnership. The scale and proportion of standards will therefore depend on the ability of partners to deliver.

**15. Health, Safety and Emergency resilience Issues**

15.1 There are no health and safety implications

**16. Compatibility with the European Convention on Human Rights**

16.1 No issues

**17. Promoting Equality, Diversity and Social Inclusion**

17.1 Please see section 4 – proposal and justification for details.

**18. Reduction of Crime and Disorder**

**18.1** No issues

**19. Conservation of Biodiversity**

**19.1** No Issues

**Glossary**

Barnsley Bus Partnership – BBP  
Voluntary Bus Agreement – VBA  
South Yorkshire Passenger Transport Executive – SYPTE  
Statutory Bus Quality Partnership Scheme – SBQS

**List of Appendices**

Financial Implications – **Appendix A**  
Heads of Terms – **Appendix B**

**Officer Contact** Mark Anderson **Telephone No** 01226 772214 **Date** 28th April 2016

Report of the Executive Director Place

FINANCIAL IMPLICATIONS

The Barnsley Bus Partnership – Heads of Terms

i) Capital Expenditure

none in this report

<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>
£	£	£

0	0	0
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To be financed from:

ii) Revenue Effects

Marketing budget

<u>2016/17</u>	<u>2017/18</u>	<u>2018/19</u>
£	£	£

20,000	20,000	20,000
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20,000	20,000	20,000
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To be financed from:

To be contained within the resources allocated to the Place Directorate

Impact on Medium Term Financial Strategy

Not applicable in this report

Agreed by: P. D. 4/5/16 On behalf of the Director-Finance, Assets & IT



**Appendix B**

**SUBJECT TO CONTRACT - NOT LEGALLY BINDING**

**HEADS OF TERMS**

**relating to**

**THE BARNESLEY AREA VOLUNTARY PARTNERSHIP**

<p><b>AGREEMENT PARTIES</b></p>	<p>(1) Barnsley Metropolitan Borough Council  <b>("The Council")</b></p> <p>(2) South Yorkshire Passenger Transport Executive (<b>"The Executive"</b>)</p> <p>(3) Arriva Yorkshire Limited</p> <p>(4) Ronald Waterson &amp; Sheila Waterson trading as 'Waterson Coaches'</p> <p>(5) Yorkshire Traction Company Limited trading as 'Stagecoach Yorkshire'</p> <p>Parties 3 to 5 inclusive are collectively referred to as <b>"the Operators"</b> in these Heads of Terms.</p> <p>In the event that any of the Operators sell all or part of their operational business and/or goodwill, then they agree to that sale being made subject to the terms of this agreement and obliging the purchaser to comply with the terms of this Agreement as a condition of sale.</p>
<p><b>RECITALS</b></p>	<p>All Parties working together to improve bus services, grow patronage and encourage modal shift.</p> <p>The Agreement to set out how agreed bus service operations and shared bus improvement objectives will be implemented and to refer to the application of the Competition Test under paragraph 22 of Schedule 10 of the Transport Act 2000. The Agreement to be an exempt voluntary multilateral agreement for the purposes of paragraph 22(1) of Schedule 10 of the Transport Act 2000 (competition considerations).</p>
<p><b>MINIMUM PERIOD OF AGREEMENT</b></p>	<p>Minimum of 5 years from date of signing after which any Party can terminate the Agreement upon serving 12 months' notice.</p>

**TERMINATION**

(a) any time by mutual consent of all Parties.

(b) 12 month notice by any party, subject to expiry of the Minimum Period of Agreement (provided that the remaining Parties may agree to continue the agreement).

(c) immediate written notice by an Operator for EXECUTIVE MATERIAL BREACH (see below) PROVIDED THAT the Parties must meet to discuss at an urgent Steering Group meeting prior to notice of termination being served.

(d) 6 months written notice for COUNCIL MATERIAL BREACH (see below) or the termination to become effective from the date of introduction of the activity causing the material breach, whichever is the longer.

(e) immediate written notice by the Executive or Council if an Operator is responsible for an OPERATOR MATERIAL BREACH (see below) PROVIDED THAT the Parties must meet to discuss at an urgent Steering Group meeting prior to notice of termination being served.

(f) 9 months written notice if there is a MATERIAL AND SIGNIFICANT DETERIORATION IN BUS OPERATION FINANCES (see below).

(g) immediate written notice by any Party where there has been a failure to agree a KPI Remedial Action Plan.

(h) immediate written notice by any party where there has been a failure to implement the agreed Investment Action Plan.

<p><b>EXECUTIVE MATERIAL BREACH</b></p>	<p>Where the Executive secures the approval of Sheffield City Region Combined Authority to the making of an area wide Franchise or Quality Contract (QC) under the Transport Act 2000 in the area covered by the Agreement (or in an area substantially similar to it). For point of clarity, a route specific QC linked to major capital investment of the Executive does not fall under this clause.</p>
<p><b>COUNCIL MATERIAL BREACH</b></p>	<p>Where the Council permanently reduces the measures aimed at reducing bus journey times and/or their availability and/or reduces the hours of operation of such measures and/or reduces its level of enforcement activities unless such changes are replaced by others offering at least a comparable benefit, or are agreed by all Parties (such agreement not to be unreasonably withheld).</p>
<p><b>OPERATOR MATERIAL BREACH</b></p>	<p>Where an Operator reduces the network without agreement</p>
<p><b>MATERIAL AND SIGNIFICANT DETERIORATION IN BUS OPERATOR OF EXECUTIVE FINANCES</b></p>	<p>(a) where the reimbursement rates of Bus Service Operators Grant (or an equivalent or replacement system of reimbursement) for an Operator is reduced, AND FOR THE AVOIDANCE OF DOUBT this does not apply to the process/method/source of payment; and/or</p> <p>(b) where renegotiation or recalculation of the Concessionary Fares Reimbursement Arrangements results in a reduction for an Operator of its then current annual total reimbursement level by 5% or more (unless linked to a more accurate allocation i.e. through use of Smartcards or as a consequence of a proportionate passenger reduction); and/or</p> <p>(c) where both</p> <ul style="list-style-type: none"> <li>(i) GDP reduces by 2% for two consecutive quarters when compared with the previous quarter and</li> <li>(ii) the Town footfall indicators fall by 4% from the previous quarter</li> </ul> <p>SUBJECT TO the relevant Operator disclosing accounts to the Council and the Executive and</p>

	<p>those parties acknowledging a detrimental and prejudicial impact on the business</p> <p>Linked to the above, if there is a MATERIAL AND SIGNIFICANT DETERIORATION in BUS OPERATOR OR OTHER PARTY FINANCES all Parties to discuss at a Steering Group meeting and notice to terminate only to be served by a Party if proportionate mitigating measures cannot be agreed.</p>
<p><b>PURPOSE AND OBJECTIVES OF AGREEMENT</b></p>	<p>The Parties to work together with a view to achieving the Purpose (see below). A copy of the Agreement to be made available on-line. The Purpose is to:-</p> <ul style="list-style-type: none"> <li>• Secure improvements in the quality of vehicles used for or in connection with the provision of local bus services for the benefit of customers;</li> <li>• Secure other bus quality and operational improvements to expressly benefit users of local services, including joint promotion of an agreed service pattern and performance (which rationalises the services offered), and simplification and inter-availability of ticketing to reduce customer confusion, delay and inconvenience;</li> <li>• Reduce and limit traffic congestion and thereby air through investment in higher Euro Engine specifications.</li> </ul>
<p><b>NETWORK</b></p>	<p>In the spirit of achieving network stability, Operators to provide the Network and Routes to be detailed in a Schedule known as WP1.</p> <p>Operators may introduce seasonal and Bank Holiday reductions to the Network with all Parties' agreement. They may also introduce temporary timetables and diversions as a result of roadworks, utility works or external events.</p> <p>All Parties to undertake periodic whole or partial Network Review(s).</p> <p>Operators may only reduce the Network (which definition includes route, frequency and the broad timing of first/last bus) if;</p> <ul style="list-style-type: none"> <li>• passenger demand reductions can be</li> </ul>

evidenced to the satisfaction of the Executive and Council or highway improvements achieve punctuality improvements such that bus resource can be saved; and

- such reduction does not require securing Tendered Services unless the service meets the tender services criteria and the Executive and Council agree; and
- such reductions are not justified by using larger capacity buses unless the Parties agree; or
- the Operator sells all or part of its business.

#### **Network Changes**

- The spirit of this Agreement is to bring and retain stability to the network, however where Parties agree, periodic change may be prudent. Network Change process to be as follows:
- Operators proposing minor timetables changes to formally notify the Executive, and the Council in sufficient time such that changes will be agreed with partners by no later than 70 days before implementation. (in the case of major change an extended period is to be agreed to allow for adequate public consultation to take place) and provide the Executive and Council with evidence to justify (including timetabling, and routing details and in the case of any planned service reduction, route specific patronage and service changes) provided that such discussion and notification is made to enable the timescales set out below to be met failing which the Executive will produce information at its discretion and the Operator shall fund all reprint costs including associated staff costs.
- the Operators agree that any timetable changes and minor frequency adjustments (not impacting on minimum frequency standards or routes) will only take place on one of 3 agreed Service Change Dates (i.e. January, April, September). Any other more significant service changes are limited to not more frequent than once per year, per service, taken from the anniversary date of the last time that service was subject to a

significant change. (Note: the anniversary date will ignore the minor variations of the date of each 3xY change in different years).

- Following consultation with the Executive, Council and, through the Executive, all affected Operators, a decision on whether the Network Change is acceptable will be made. To ensure adequate time for information production, the determination to be made at a period to be agreed before a Service Change Date, but allowing adequate time for consultation.
- Full, stop specific, accurate timetable and route details to be given to the Executive and affected Operators 9 weeks before the Service Change Date to enable formal registration.
- If the PSV Regulations 1986 are revised to extend statutory notification then the notification dates set out above will similarly be extended.
- For the first year of the Agreement jointly agreed major or minor changes can take place on any one of the 3 change dates listed above.
- Operators will, as with the current Service Change Date Agreement, retain the right to respond to network based competitive actions by other operators including increased service, decreased service, improved quality or new ticketing arrangements. Reductions will be permitted where the Executive and the Council are satisfied that the new Services will be provided in the longer term in keeping with the terms of this Agreement. Any reductions will be Saved Resources and the Operators will reinvest to an agreed level should the new services be withdrawn.

#### **Saved resource**

If a Network Change results in Saved Resource (including total mileage and/or bus hours and/or vehicle capacities and/or peak vehicle numbers) such Saved Resource to be redeployed elsewhere in Barnsley as agreed with the Parties where evidence of demand exists or by agreement invested in other areas of the Partnership, or to offset 'Material and Significant

	<p>Deterioration of Bus Operation Finances’.</p> <p>Where no immediate demand then the Saved Resource to be temporarily withdrawn and redeployed at a later date.</p> <p>It is specifically agreed that the redeployment of ‘saved resource’ may include price reductions or the cost of other commercial or operational interventions designed to have a customer benefit, and which have the potential to contribute to the overall shared objective of passenger volume growth.</p> <p><b>Tendered Services/Journeys</b></p> <p>The Network detailed in the Schedule known as WP1 to include Tendered Services. Operators to submit tenders as at present if such tenders or de minimis contracts required.</p> <p>If no such tenders invited or contract not secured with the Operators then such services no longer to form part of the Network.</p> <p>Any new tendered bus contracts which benefit the Operators during the life of the Agreement to form part of the Network.</p> <p><b>Cross Boundary Services</b></p> <p>Where cross boundary services (being those services which form part of the Network but do not exclusively or substantially operate within it) need to be changed due to highway/utility works outside the Network Area the Operator will follow the Network Change procedure above but mindful that the Parties will consider the consequences of any such change in good faith provided the Operator has used all reasonable endeavours to mitigate the effects.</p>
<b>BUS STANDARDS</b>	Operators undertake to operate buses on the Network which meet the Standards set out in the Schedule known as WP2.
<b>INVESTMENTS</b>	All Parties undertake to deliver Investments as set out in the Schedule known as WP2. Regular review process to allow addition of further investments during life of Agreement via the Monthly or Quarterly meeting.

	<p>The Parties to complete an annual Investment Review of the previous financial year.</p> <p>Agreement to require Parties to provide remedial action plan where there are delivery problems relating to the Investments. Such action plan to be discussed at regular progress review meetings held between the Parties.</p>
<b>TICKETING/FARES</b>	<p>Operators will participate in ticketing arrangements as set out in the Schedule known as WP3 via the Travelmaster MTC.</p> <p>All Parties recognise the need for affordable, simple and easy to understand ticketing arrangements that offer value for money and the need to continually assess the demand for changes to existing arrangements. Any changes will be implemented by the parties exercising their voting rights on the Travelmaster Panel.</p> <p>Operators are free to set their own fare levels and will make all reasonable endeavours to limit changes to each price/fare to once per year. Any fare changes only to take place on an agreed Service Change Date or Operators will meet the full cost of reprinting and publishing information products.</p> <p>Operators have the right to introduce short term fare promotions giving 7 days' notice.</p>
<b>MARKETING AND INFORMATION</b>	<p>The Parties agree to implement:</p> <ul style="list-style-type: none"> <li>• a Customer Service Plan</li> <li>• an Information Products Strategy</li> <li>• a Strategic Marketing Plan</li> </ul> <p>Operators to adhere to agreed branding proposals.</p> <p>These will be developed by a group known as "WP4".</p>
<b>PERFORMANCE AND ONGOING MANAGEMENT</b>	<p>Key Performance Indicators to be set out in the Schedule known as 'WP5' with provisions relating to performance reporting of all Parties, preparation of remedial action plans, discussion at progress review meetings, performance review.</p>
<b>OTHER OBLIGATIONS</b>	<p>Data sharing – data to be shared in accordance with data sharing agreements.</p> <p>Other operators – Another operator can join the partnership. The Agreement sets out how the</p>

	<p>Partners respond to any required re-timetabling of Network where necessary.</p> <p>Another operator is not prevented from running bus services outwith this Agreement.</p> <p>Parties acknowledge that nothing in the Agreement should adversely affect any other part of South Yorkshire regarding vehicle quality, frequency, coverage or affordability of local bus services.</p> <p>Parties to negotiate outstanding matters including Protocols in good faith. All Parties to bear their own costs.</p> <p>Reciprocal confidentiality/publicity restrictions to comply with the Freedom of Information Act 2000.</p>
<b>REGULAR REVIEW PROCESS</b>	<p>Provisions to be included on:</p> <ul style="list-style-type: none"> <li>• nominated contacts for day to day working</li> <li>• monthly written report from all Parties</li> <li>• regular monthly and quarterly forums</li> </ul>
<b>DISPUTE RESOLUTION AND FORCE MAJEURE CLAUSE</b>	<p>Provisions relating to appointment of independent expert to determine disputes.</p> <p>Force majeure clause</p>
<b>APPENDICES (to be developed and agreed)</b>	<p><b>WP1 - Network and Services</b></p> <ul style="list-style-type: none"> <li>• Services included and any exclusions</li> <li>• Protocols</li> </ul> <p><b>WP2 – Investment</b></p> <p><b>WP3 - Fares &amp; Ticketing</b></p> <p><b>WP4 - Marketing Info &amp; Communications</b></p> <ul style="list-style-type: none"> <li>• Information Products Strategy</li> <li>• Customer Service Plan</li> <li>• Strategic Marketing Plan</li> </ul> <p><b>WP5 - Performance, Business Intelligence and Measurement</b></p>

For and on behalf of **Arriva Yorkshire Limited:**

Signature:

Date:

Name:

Title:

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For and on behalf of **Barnsley Metropolitan Borough Council:**

Signature:

Date:

Name:

Title:

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For and on behalf of **South Yorkshire Passenger Transport Executive:**

Signature:

Date:

Name:

Title:

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For and on behalf of **Ronald Waterson & Sheila Waterson trading as Waterson Coaches:**

Signature:

Date:

Name:

Title:

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For and on behalf of **Yorkshire Traction Company Limited trading as Stagecoach Yorkshire:**

Signature:

Date:

Name:

Title:

