

# Supplementary Committee Agenda



**Epping Forest  
District Council**

## **Cabinet Monday, 7th March, 2011**

**Place:** Council Chamber  
Civic Offices, High Street, Epping

**Time:** 7.00 pm

**Democratic Services:** Gary Woodhall (The Office of the Chief Executive)  
Tel: 01992 564470  
Email: gwoodhall@eppingforestdc.gov.uk

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**8. LOCAL DEVELOPMENT FRAMEWORK CABINET COMMITTEE - 7 FEBRUARY 2011 (Pages 41 - 50)**

(Performance Management Portfolio Holder) To consider the minutes from the recent meeting of the Local Development Framework Cabinet Committee held on 7 February 2011 and any recommendations therein.

**10. ON-STREET DECRIMINALISED PARKING ENFORCEMENT (Pages 51 - 118)**

(Operational Planning & Transport Portfolio Holder) To consider the attached report (C-052-2010/11).

**15. PEST CONTROL CONTRACT (Pages 119 - 120)**

(Environment Portfolio Holder) To consider the attached report (C-068-2010/11).

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## EPHING FOREST DISTRICT COUNCIL COMMITTEE MINUTES

**Committee:** Local Development Framework **Date:** 7 February 2011  
Cabinet Committee

**Place:** Council Chamber, Civic Offices, **Time:** 7.00 - 9.20 pm  
High Street, Epping

**Members Present:** R Bassett (Chairman), B Rolfe, Mrs M Sartin, Ms S Stavrou and  
Mrs L Wagland

**Other**

**Councillors:** Mrs A Grigg, Mrs C Pond, Mrs P Smith, D Stallan and J M Whitehouse

**Apologies:** Mrs D Collins

**Officers Present:** A Hall (Director of Housing), I White (Forward Planning Manager), S King  
(Information & Technical Officer), K Hallé (Senior Planning & Consultation  
Officer) and L McGann (Planning Officer)

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### 43. DECLARATIONS OF INTEREST

(a) Pursuant to the Council's Code of Member Conduct, Councillor J M Whitehouse declared a personal interest in agenda item 5, Adoption of the West Essex Local Investment Plan, by virtue of living in the vicinity of one of the areas highlighted for regeneration. The Councillor had determined that his interest was not prejudicial and would remain in the meeting for the consideration of the issue.

### 44. ELECTION OF CHAIRMAN

The Cabinet Committee was informed that the Chairman, Councillor Mrs D Collins, had tendered her apologies for absence for the meeting. Nominations for an interim Chairman were requested from the Cabinet Committee.

**RESOLVED:**

(1) That Councillor R Bassett be elected Chairman for the duration of the meeting.

### 45. MINUTES

**RESOLVED:**

(1) That the minutes of the meeting held on 11 November 2010 be taken as read and signed by the Chairman as a correct record.

### 46. TERMS OF REFERENCE

The Cabinet Committee noted its Terms of Reference, as agreed by the Council on 17 February 2009 (minute 113(a) refers).

**47. ADOPTION OF THE WEST ESSEX LOCAL INVESTMENT PLAN**

The Director of Housing presented a report upon the adoption of the proposed Local Investment Plan for West Essex.

The Director stated that all local authorities were required by the Homes & Communities Agency (HCA) to produce a Local Investment Plan (LIP) to qualify for further funding in respect of affordable housing and infrastructure within their area. At the suggestion of the HCA, and in view of the relationship that was developing between this Council, Harlow and Uttlesford District Councils, a Joint Local Investment Plan for West Essex had been formulated. This now had to be adopted by the three local authorities involved by 31 March 2011.

The draft Plan was reviewed in some detail by the Director and a number of points were highlighted to the Cabinet Committee. There were now over 5,300 people on the Council's Housing Register, which was more than the other two Councils put together, and the section on New Affordable Housing Provision was based predominantly upon this Council's current policy. A summary had been included within the LIP of the number of potential sites within the three authorities for affordable housing, and it was intended to update this schedule every two months. Two areas within the District had also been prioritised for regeneration as part of the Plan; these were Loughton Broadway in the next two years (immediate term), and St Johns Road in Epping in the next three to five years (medium term).

The Director reported that the Management Board had considered the draft Plan and was of the view that it should be adopted by the Council, subject to the inclusion of a statement by all three Councils that boundary changes would neither be instigated nor supported for areas around Harlow where new housing was developed. This would ensure that this Council enjoyed the full benefit of any New Homes Bonus that might arise, as well as all the nomination rights to any affordable housing provided as part of these developments. Both Harlow and Uttlesford District Councils had been reluctant to give such an undertaking within the Plan itself, but it had been suggested that an exchange of letters between the three Councils should take place, after adoption of the Plan, stating that none of the three Councils would instigate a boundary review, and would work together to consider any boundary review instigated by a third party. A representation from the Assistant Chief Executive at Harlow District Council had been tabled at the meeting reiterating this approach. The Management Board had reconsidered this particular issue and felt that an exchange of letters could be a better option as the Plan had no legal standing.

The Cabinet Committee felt that the exchange of letters should occur as a formal, i.e. minuted, process. This would give the letters credence at Harlow District Council, and could also be used as evidence of intent should any problems arise in the future. This exchange and the accompanying resolutions should take place by 31 July 2011, to avoid any undue delay in the process.

Finally, the Cabinet Committee was requested to delegate authority to the Acting Chief Executive, in consultation with the Leader of the Council, to agree the final version of the West Essex Local Investment Plan.

In response to a number of questions from the Cabinet Committee and other Members present, the Director stated that:

- the proposed exchange of letters would have to address the concerns about the New Homes Bonus and nomination rights to affordable housing, as well as not instigating any boundary reviews;

- the proposed exchange of letters would be a public statement by the three Councils that could be referred to at a later date if required, in conjunction with the proposed resolutions to be passed by all three Councils;
- Harlow had a greater need for owner-occupier properties rather than affordable housing, whereas Uttlesford had a greater priority to maintain the green character of the area;
- the main reason for the Plan was to qualify for further funding from the HCA, and, as it demonstrated a continuing demand for affordable housing within Epping Forest, it could be used as a future agreement with the Agency;
- although the budget of the HCA had been reduced by 50%, it still had funding available for affordable housing projects;
- currently, anyone could register on a Council's Housing Register, but the proposed Localism Bill would give Councils more authority over who would be allowed to register in future;
- no funding for any sites currently under development would be lost, whether it had been obtained via the Agency or Section 106 agreements;
- a lot of the District's affordable housing had been provided via 'windfall' sites in recent times; and
- the Steering Group for the LIP was still in existence, and some points had to be finalised within the draft Plan, but it had to be adopted by all three Councils before 31 March.

There were three issues which the Cabinet Committee felt should be added to the Plan, if it would not delay its adoption. Firstly, transport issues and in particular the Central Underground Line within this District. It was highlighted that the Central Line operated at full capacity during peak periods, and that there was insufficient parking provided at London Underground stations within the District. This could be a significant constraint on any future potential development within the District and it was agreed that this issue should be added to section 3.2 – Transport & Infrastructure – of the Plan. The second issue was that section 4.1.2, which dealt with the regeneration of the St John's Road area in Epping, did not make any mention of the proposals for community use that were being considered as part of the Development Brief. It was agreed that this was an oversight and should be included in the relevant section. Thirdly, it was felt that reference should be made to the West Essex Alliance and its objectives, as the Alliance was comprised of the same three Councils.

The Cabinet Committee was requested to recommend the adoption of the draft Local Investment Plan, subject to the proposed exchange of letters between the three member Councils taking place by 31 July 2011, and the further amendments agreed regarding transport issues, community use within the St John's Road regeneration proposals, and reference being made to the West Essex Alliance.

**RECOMMENDED:**

- (1) That the draft West Essex Local Investment Plan be recommended to the Cabinet for adoption by the Council, subject to:
  - (a) an exchange of letters taking place between the Chief Executives of all three local authorities by 31 July 2011, following formal resolutions by the relevant executive bodies of each local authority, confirming that each District Council would give a commitment that it would not seek to instigate a boundary change in respect of any areas where new housing was developed close to its boundary, other than through mutual agreement, together with the reasons;

(b) the proposed exchange of letters further stating that, if a boundary review was instigated by a third party, the affected Councils would work together to ensure the proposed changes were not to the detriment of either Council, particularly in relation to the New Homes Bonus and nomination rights to affordable housing;

(c) reference being made to the current capacity of the Central Line and the potential constraints this could place upon development within the District;

(d) reference being made to the proposals for community use within the Development Brief for the St John's Road area in Epping; and

(e) reference being made to the West Essex Alliance of District Councils;

(2) That the Council be recommended by the Cabinet to make such a commitment and resolution as outlined in recommendation 1(a) above when it adopts the West Essex Plan at its meeting on 29 March 2011; and

(3) That authority be delegated to the Acting Chief Executive to agree the final version of the Plan, in consultation with the Leader of the Council.

#### **Reasons for Decision:**

The Council was required to submit a Local Investment Plan to the Homes and Communities Agency, if it was to receive any funding from the HCA in the future.

#### **Other Options Considered and Rejected:**

To not adopt the Joint Local Investment Plan or request further changes prior to its adoption by the Council.

To insist upon the inclusion of a statement regarding potential future boundary changes within the Plan.

#### **48. EPPING FOREST CORE PLANNING STRATEGY SUSTAINABILITY APPRAISAL - SCOPING REPORT**

The Forward Planning Officer presented a report about the Core Planning Strategy Sustainability Appraisal Scoping report for the Council. The draft scoping Report had been considered by the Cabinet Committee on 12 April 2010, where consultation arrangements had been agreed. An updated version of the report was tabled at the meeting for consideration by the Cabinet Committee, which included the results of the consultation.

The Cabinet Committee was reminded that, in 2009, Scott Wilson was jointly commissioned by Epping Forest, Harlow and East Herts District Councils to carry out a Sustainability Appraisal of each of their Core Planning Strategy documents to help inform their preparation. These would form a central part of each Local Authority's Local Development Framework (LDF). The Sustainability Appraisal had involved identifying and evaluating the impacts of a plan on the economy, the community and the environment – the three dimensions of sustainable development – and then suggesting ways to avoid or reduce adverse impacts and maximise positive impacts.

The Forward Planning Officer stated that, in order to undertake the Sustainability Appraisal of the Core Planning Strategy, it was first necessary to establish the scope of the appraisal, i.e. the issues that should be included. The scope of the Sustainability Appraisal had been established by setting a 'framework' to guide the

appraisal. The initial draft of the Council's Scoping Report was completed in Spring 2010 and had been subjected to consultation with stakeholders and members of the public between 17 May and 9 July 2010. Comments received from the consultation process had now been examined and a revised Scoping Report had been produced. The Cabinet Committee was requested to approve this document and, once approved, the document would then be used to assess policy options as part of the preparation of the Core Planning Strategy.

The Forward Planning Manager added that lessons from the consultation exercise on the Gypsy & Traveller Development Plan Document had influenced the extent of the consultation on the Sustainability Appraisal Scoping Report, and that Scott Wilson was being retained for the Issues and Options consultation later in the year. If approved by the Cabinet Committee then the scoping report for the Sustainability Appraisal would be published on the Council's website.

**RESOLVED:**

(1) That the outcomes of the public consultation held between May and June 2010, and the subsequent changes to the Core Planning Strategy Sustainability Appraisal Scoping Report by the consultants be noted; and

(2) That the final Core Planning Strategy Sustainability Appraisal Scoping Report be agreed and added to the Evidence Base to support the preparation of the Local Development Framework, although it had been based upon and influenced by policies and targets which might not be applicable in the future and might necessitate a review of the report in due course.

**49. ANNUAL MONITORING REPORT 2009/10**

The Information & Technical Officer for Forward Planning presented the draft Annual Monitoring Report for 2009/10. The actual report itself had been published via a supplementary agenda on the Council's website due to its size (64 pages).

The Information & Technical Officer stated that the Council was obliged to prepare and submit an Annual Monitoring Report to the Government by the end of December each year. The Monitoring Report should report on activity within the previous financial year, including housing completions, employment land provision, and the protection of areas of natural conservation value. The Monitoring Report was also used to measure progress with the Local Development Framework.

The Cabinet Committee was informed that the Monitoring Report had generally reported good performance against the various targets set for the Council throughout the East of England Plan, but had also highlighted some issues which needed resolving, such as the balance of retail and non-retail units within the town centres, and the overall loss of employment floorspace. These issues would need to be addressed through the Core Planning Strategy, and close monitoring of the objectives and targets within the Core Planning Strategy, via the Annual Monitoring Report, would be key. Performance against housing targets, which had historically been the Government's highest priority, was shown to be very good, as it had been since the beginning of the East of England Plan period. The Cabinet Committee was requested to approve the Annual Monitoring Report for the period 1 April 2009 to 31 March 2010.

The Chairman drew attention to the additional 34 Gypsy & Traveller pitches within the District that had been approved via normal planning processes since 2008, which was the target for the District from the East of England Plan Single Issue Review.

The Forward Planning Manager added that the current guidance from the Government was for the Council to continue to determine locally its future need for additional Gypsy & Traveller pitches, and that there would be no further directives from the current Government. This issue would be included in the forthcoming Issues and Options consultation. The report had only made reference to those sites granted planning permission (page 45 refers), and it was agreed to provide further information to the members of the Cabinet Committee regarding the number of pitches that had been refused permission.

The Cabinet Committee noted the inclusion of the key findings from the recent Town Centres Study within the Monitoring Report (page 24 refers). It was felt that it would be difficult for businesses within the District to obtain more trade from existing customers, and that new customers needed to be attracted to the District. The current approach of the six town centres within the District was too traditional, and that this needed to change to compete with the internet and the trend towards the development of larger retail centres. Officers agreed that this would be an important issue in the future.

**RESOLVED:**

- (1) That the draft Annual Monitoring Report for 2009/10 be noted;
- (2) That the draft Annual Monitoring Report for 2009/10 be approved for submission to the Government Office for the East of England and publication on the Council's website.

**50. COMMUNITY VISIONING RESULTS**

The Senior Planning & Consultation Officer presented a report upon the results of the Local Development Framework (LDF) Community Visioning exercise, which had taken place between November 2010 and January 2011.

The Senior Planning & Consultation Officer reported that the aim of the exercise had been to engage with the local communities in order to understand their views on the priorities for the District over the next 20 years, the planning issues which affected the local area, and the approaches to growth that were most appropriate for the future. A number of methods had been used in order to publicise the consultation and provide the opportunity for the community to give the Council their views. These had included leaflets, workshops, exhibitions, a dedicated website and a Facebook page. The online consultation had now finished, however paper responses were still coming in and residents could still be encouraged to respond if they wished to do so.

The Cabinet Committee were informed of the three key findings from the Community Visioning. The first key finding was that the priority for the District over the next twenty years was to protect and enhance green spaces whilst encouraging the growth of local jobs and businesses. The second key finding was that the most important planning issues facing local areas were better protection for green spaces, reducing traffic congestion and providing more local job opportunities. The third key finding was that the favoured approach to the location of new houses and jobs should be to locate growth close to public transport links and around or within existing towns whilst considering a combination of options throughout the District where appropriate.

The Senior Planning & Consultation Officer concluded that the results of the Community Visioning Exercise would now provide a key element for the evidence base used to produce the Issues & Options document in the summer of 2011. The consultation for the Issues & Options document would engage on more specific



issues related to development within the District and could be of greater interest to the local community.

The Cabinet Committee was delighted with the value that residents had placed upon the Green Belt and felt that the key findings would provide better protection against future threats to the Green Belt. The Cabinet Committee was slightly concerned that the results from rural areas were not given greater prominence within the report, and that the detailed results only displayed a percentage. Officers agreed to perform further analysis to ascertain the results from rural areas within the District, and would also publish the number of responses received for the various options to complement the percentage figures.

**RESOLVED:**

(1) That the following key results, as set out in the Local Development Framework Community Visioning Results report, be included as part of the Evidence Base in the forthcoming preparation of the Core Planning Strategy:

- (a) Priorities for the District over the next twenty years:  
To protect and enhance green spaces whilst encouraging the growth of local jobs and businesses;
- (b) Most important planning issues facing local areas:  
Better protection for green spaces, reducing traffic congestion and providing more local job opportunities; and
- (c) Favoured approaches to the location of new houses and jobs:  
To locate growth close to public transport links and around/within existing towns whilst considering a combination of options throughout the District where appropriate.

**51. IMPACT OF THE PROPOSED PLANNING SYSTEM CHANGES ON THE CORE PLANNING STRATEGY**

The Forward Planning Manager presented a report upon the potential impact of the pending changes to the Planning System on the progress with the Core Planning Strategy and the current staffing levels within the Forward Planning section.

The Forward Planning Manager stated that a number of changes to the Planning System had been proposed by the Government, including abolition of Regional Spatial Strategies and their targets, introduction of the New Homes Bonus and various measures within the Localism Bill such as Neighbourhood Development Plans, the Community Right to Build and the Community Infrastructure Levy. The apparent unwillingness of East Herts District Council to participate in joint discussions over the future growth of Harlow with both this Council and Harlow District Council was highlighted to the Cabinet Committee, and would undoubtedly affect plans for an additional 16,000 houses in Harlow. Neighbourhood Development Plans would involve the Council in providing technical advice and support to Parish and Town Councils.

The Forward Planning Manager added that the Council's Community Infrastructure Levy had to be in place by April 2014, and should be based upon an analysis of housing and employment needs within the District along with the associated infrastructure requirements. This could conflict with the current timetable for the Core Planning Strategy, through which these issues were currently being considered. The

formation of Local Enterprise Partnerships, both at a South-East England regional and West Essex level, could further impact upon the Planning System.

The Cabinet Committee was advised that the additional work envisaged from the proposed changes to the Planning System, along with the continuing work in preparing the Core Planning Strategy, could have an adverse impact upon the available resources within the Forward Planning section. In view of this, Officers would like the opportunity to update Members on a more regular basis on various different issues. This could be achieved by reviewing and commenting upon drafts of documents, and informal meetings of the Cabinet Committee being held to further advise Officers.

The Cabinet Committee welcomed the report from Officers, but felt that the Localism Bill would be substantially amended before it received royal assent. A number of Parish and Town Councils had already completed Parish Plans or Village Design Statements, therefore the future levels of support might not be as onerous as initially thought. The Core Planning Strategy could absorb some of the forthcoming changes as it was still in development. The Cabinet Committee discussed further the implementation of the Community Infrastructure Levy and that the Council could do some preparatory work to avoid missing out on revenue opportunities. It was acknowledged that the Levy was intended to succeed Section 106 Agreements, but the Cabinet Committee felt that it was still important to devise a Local Development Framework policy background for Section 106 Agreements to ensure that contributions from current developments within the District were not lost at planning appeals. It was felt that the proposals to improve communication between Members of the Cabinet Committee and Officers should be implemented.

The Forward Planning Manager advised the Cabinet Committee that no target had yet been set for housing provision within the District for the period until 2031 on which to base the Community Infrastructure Levy calculations, and that it was difficult to start these calculations until this had been determined. The potential urban extensions to Harlow could complicate the process further and add delay because of the different infrastructure needs facing the town. Any reports from the proposed informal meetings would be published in the Council Bulletin to keep all Members of the Council informed of developments. The Forward Planning section currently had two vacancies, as a Senior Planning Officer post had not been filled before the recruitment freeze was applied and an administration post was being filled via a temporary contract.

**RESOLVED:**

- (1) That the impending legislative changes to the national planning system being introduced by the Government be noted;
- (2) That the potential impact of the following proposed changes upon the preparation of the Core Planning Strategy by the Forward Planning section be noted:
  - (a) the pending abolition of the East of England Plan with its housing and employment targets, particularly with regard to the expansion of Harlow;
  - (b) the need for enhanced joint working at a strategic level to maximise the economic development and regeneration opportunities presented by the Local Enterprise Partnerships at both the South-East England Regional and West Essex levels;
  - (c) the timetable for the introduction of the Community Infrastructure Levy; and

(d) the requirement to support local communities in their preparation of Neighbourhood Plans; and

(3) That, to inform the Cabinet Committee of progress in preparing the Issues and Options consultation document within the changing planning environment, communication be improved through:

(a) the circulation of draft documents to Members of the Cabinet Committee for review; and

(b) additional informal meetings of the Cabinet Committee, with any ensuing reports published in the Council Bulletin for the benefit of all Members.

**52. ANY OTHER URGENT BUSINESS**

There was no other urgent business for the Cabinet Committee to consider.

**53. EXCLUSION OF PUBLIC AND PRESS**

There were no items for consideration that required the public and press to be excluded from the meeting.

**CHAIRMAN**

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## **Report to the Cabinet**

**Report reference:** C-052-2010/11

**Date of meeting:** 7 March 2011



**Epping Forest  
District Council**

**Portfolio:** Operational Planning and Transport

**Subject:** On Street Decriminalised Parking Enforcement

**Responsible Officer:** John Gilbert (01992 564062).

**Democratic Services Officer:** Gary Woodhall (01992 564470).

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### **Recommendations/Decisions Required:**

- (1) To consider whether to join the Northern Essex Parking Partnership with effect from 1 April 2011;
- (2) That subject to recommendation (1) the Cabinet Member with responsibility for parking matters be nominated as the Partnership Board Member for the District and that consideration be given to the appointment of a deputy;
- (3) That the off street parking operation be retained outside of the proposed Partnership and delivered through the existing contract with Vinci Park;
- (4) That negotiations be commenced with Vinci Park to enable the permitted two year extension of the contract from September 2012 to August 2014 with respect to off street operations only;
- (5) To note that from 1 April 2011 all surpluses generated through on street enforcement activity will pass to the new parking Partnership; and
- (6) To recommend to Council accordingly.

### **Executive Summary:**

This report sets out proposals for the formation of a northern Essex Parking Partnership to take over the responsibility for on street parking enforcement once the present Agency Agreement with the County ceases on 31 March 2011. Colchester Borough Council will be the Lead Authority and will, in due course, be the employing authority for all parking officers for the north Essex Area, which encompasses Epping Forest, Harlow, Uttlesford, Braintree, Colchester and Tendring. Since Epping Forest District is the only authority in Essex which has an outsourced enforcement operation, it has been agreed that the contract with Vinci Park, which expires in September 2012, will remain in place and be managed by this Council. To do otherwise presents significant risk to the Council due to contractual issues with Vinci Park.

### **Reasons for Proposed Decision:**

The balance between participating and not participating in the Partnership is a balanced one with advantages and disadvantages to both approaches. No firm recommendation is

provided.

The contract with Vinci Park has worked well and provides a cost effective service. The contract allows for a two year extension, subject to both parties' agreement, and it is recommended that contract extension negotiations be commenced in respect of off street operations post September 2012.

#### **Other Options for Action:**

- (i) the available decisions are;
  - (a) enter the Partnership unconditionally;
  - (b) enter the Partnership subject to conditions;
  - (c) decline to enter the Partnership with contractual and financial consequences
- (ii) not to extend the off street component of the contract with Vinci Park. This would require the early commencement of a full EU procurement exercise to ensure that a replacement contract was in place by September 2012.

#### **Report:**

1. The agency agreement between the Essex Districts and the County Council in respect of decriminalised on street parking enforcement commenced in April 2002. This Council took the view that it should outsource the enforcement process, including that for its own off street car parks, and, following a tendering exercise, the contract was awarded to Vinci Park. The contract was retendered during 2006/07 following which the contract was re-awarded to Vinci Park until September 2012.

2. The agency agreements with the County differed slightly from district to district, particularly with regard to the way that operational deficits were dealt with. Deficits arose due to the income from parking fees and enforcement activity not covering the costs of enforcement activity. Some districts had 'no deficit' agreements, whereby deficits could not be passed back to the County, whereas others, including us, had agreements whereby deficits could be recharged to the County.

3. Our contract with Vinci has been very effective, and although there have been one or two years where a small deficit was generated, in general, on street enforcement activity has generated a surplus, which the Council has retained in a ring fenced budget in accordance with the requirements of the Road Traffic Regulation Act 1984 and the Agency Agreement.

4. Across the county, the overall deficit position for the County is approaching £1 million per annum. The County took the view that this was not sustainable, and as part of a fundamental review of the agency arrangements, in March 2009 it served notice upon the districts of its intention to bring the Agency to an end with effect from midnight, 31 March 2011. Since that time the County has been considering a range of alternative options and in 2010, under the auspices of the Essex Chief Executives Association, it established a multi-council officer working group(s) to draw up options for a partnership approach to the delivery of the on street enforcement regime, ensuring as far as was possible, the reduction and eventual removal of all operational deficits.

5. The outcome of the appraisal exercise, which has been supported by external consultants ("Blue Marble") is the creation of two parking partnerships, one for the north of the County and one for the south, the makeup being as follows:

<b>North</b>	<b>South</b>
Epping Forest	Brentwood
Harlow	Castle Point
Uttlesford	Chelmsford (as lead)
Braintree	Rochford
Colchester (as Lead)	Maldon
Tendring	Basildon

The Lead authorities will be the ones charged with managing the partnerships, will be the employing authorities and will hold the delegated authorities from the County to act on their behalf.

6. Epping Forest is the only Council in Essex which has chosen to outsource its enforcement activities, all others operating in house services. It became clear through the option development process that this created a tension, even though it could be clearly demonstrated that our contract was cost effective and efficient in its operation, issuing more penalty notices and generating a surplus on the basis of fewer enforcement officers and lower overall costs. However, there was no general appetite for outsourcing to be considered as part of the initial establishment of the partnerships, although it has been recognised that the outsourcing model should be considered by the north Partnership in the future once it has been established.

7. The issues around bringing the Council's contract with Vinci Park to an early end are set out in detail in the "Legal and Governance" section of this report below. The costs are prohibitive and could not be met by this Council or by the new parking Partnership. Furthermore, the possibility of assignment or novation from the Council to the Partnership has also to be discarded, because both require the consent of both parties, and Vinci has stated that it will not give consent.

8. At this stage, it is only intended for the new partnerships to deal with on street enforcement matters, leaving the off street enforcement with the districts, although in later years it may become possible for districts to contract with the Partnership to undertake this enforcement activity as well.

9. A decision has to be made on whether the Council should join the north parking Partnership, this decision being required before the end of March 2011. To achieve this, Cabinet's views will need to be referred to Council at its meeting on 29 March 2011. The table below sets out the issues to be considered:

	<b>Joining the Partnership</b>		<b>Not joining the Partnership</b>
1.	Being able to influence Partnership direction and policy, including the extended use of outsourcing in the future	1.	Losing all influence over on street parking issues within the District, including pricing, tariff and permit pricing structures
2.	Being able, subject to resources, to subsidise future local increases in fees and charges	2.	Not being able to subsidise Partnership set fees/charges
3.	Maintaining local management until the Vinci contract ends in September 2012, although with policy direction via	3.	Contractual difficulties with Vinci Park and with Essex County Council

	the Partnership		
4.	Participating in a shared Partnership approach to a key local service in accordance with Government policy guidance	4.	Opting out of a shared Partnership approach to service delivery not in accordance with Government policy guidance
5.	Ability to demonstrate to the local community that the Council is working within the Partnership to generate the best possible outcome for all	5.	Will have to accept whatever policies the Partnership imposes with the inability to explain to the community why the Council cannot exert influence
6.	On street enforcement will continue uninterrupted through the new Partnership delegation between the County and Colchester. Colchester will in turn delegate powers to this Council	6.	All on street enforcement by this Council will have to cease with effect from the 1 <sup>st</sup> of April 2011 since there will be no legal basis for its continuance. Unless Colchester can provide enforcement officers for this area, this may generate local parking difficulties
7.	No contract dispute or associated risks due to Vinci contract remaining until its natural end	7.	Financial and reputational risks associated with potential contract dispute with Vinci Park and Essex County Council
8.	TUPE / redundancy issues deferred until September 2012, with costs being met by Essex County Council	8.	TUPE / redundancy complications arising from cessation of part of the Vinci contract on the 31 <sup>st</sup> of March 2011

10. A Partnership Board is to be created to oversee the operations and policies of the new Partnership. The Board will be made up of Members of the constituent district councils. It is suggested that this Council's nominee should be the Cabinet Member with responsibility for parking matters. The Partnership constitution allows for a deputy to attend but this should also be a member of the Executive. It is therefore suggested that consideration be given to the appointment of a deputy. The Shadow Board has met twice and has been attended by the Operational Planning and Transport Portfolio Holder.

11. It is fair to say that a number of concerns still exist around the completeness of the documentation and the business plan in particular. However, at the second meeting held on 28 February, more clarity was provided in respect of the application of increased fees and charges and references to this Council not being able to participate fully until the Vinci contract ceased have been deleted. This means that the Council, should the decision be made to join, will have full participatory rights at the Board.

12. Not all districts in the north and south have indicated their intention to participate, although reasons are different. The exact position will not become clear until all councils have taken membership through their Cabinet or Committee structures.

13. The Partnership documentation enables districts to include within it their off-street operations. This is for enforcement activity only, with decisions on the levels of fees and charges and opening hours etc remaining with the District. However, even if the decision is to join the Partnership, this option is not yet available. Therefore, given that:

(a) the contract with Vinci Park has a clause which permits the contract to be extended for two further years, subject to the agreement of both parties;



- (b) the contract with Vinci has worked well; and
- (c) it would in any event be prudent to see how the Partnership fares before extending its remit.

It is suggested that negotiations commence with Vinci in respect of a possible extension of the existing off-street enforcement operation.

14. Given the significance and nature of the decisions it will necessary for Cabinet to seek Council's approval of those decisions.

### **Resource Implications:**

The contract with Vinci Park (2010/11) amounts to £744,530 split almost equally between on street and off street operations. Fee and penalty income on street was estimated at around £0.5 million and off street at around £1 million. The overall surplus on the off street account was estimated at £369,000 whilst on street is estimated to break even. However, as indicated elsewhere in the report, there is an accumulative surplus in the on street account of around £60,000 which Cabinet has already resolved to utilise to deal with increased enforcement arising from parking reviews and to provide some out of hours enforcement at critical locations within the District.

Whether the Council joins the Partnership or not, any on street surpluses will be transferred to the new Partnership. The Partnership business plan as currently presented, shows that an overall deficit will be generated for the first two years (£208,000 in 2011/12 and £61,000 in 2012/13). The County Council has stated that it will meet the costs of all outstanding deficits at the point of creating the partnerships and for those first two years. Thereafter, any deficits generated within the Partnership will have to be met by the constituent members of the Partnership. It is not clear yet as to how this will be managed between districts which are in surplus and those in deficit.

The current business plan appears to rely on increases in income being generated, particularly through on street tariffs and the costs of resident and visitor permits. The plan recognises that increased enforcement alone, whether through greater activity or through fully enforceable restrictions, is unlikely to generate an overall surplus. This was an area of concern for a number of councils who foresaw conflicts, for example, between their economic development policies and the need for increases in on-street parking charges. At the meeting of the shadow Board on 28 February, officers from Colchester presented a revised approach whereby it was stated that:

- (a) a breakeven position could be achieved through more efficient operations and ensuring that all existing restrictions could be properly enforced;
- (b) tariffs should only rise by the rate of inflation in general terms;
- (c) residents' permits would only increase by £10.00 per annum, from their current base position, that increase to be staged over a four year period; and
- (d) that only if the Partnership decided that it wished to generate a surplus would it become necessary to consider higher levels of tariffs or changes from free regulated on-street arrangements to say metered on-street arrangements.

There will be personnel implications for officers currently engaged in managing the Vinci contract. There are currently 4 FTE posts on the establishment with changes having been made in November 2010 in order to reduce costs overall (£3,000 per annum) and to manage

the potential effects of the creation of the new parking partnerships. It is likely that some posts will eventually have to transfer, via TUPE, to Colchester Borough Council, who as the Lead Authority for the northern Partnership will be the employing authority. There may also be TUPE implications for Vinci employees depending upon the stance of the Partnership once the on-street element of the contract between the Council and Vinci ends in September 2012. These costs will be met by the County Council for up to a maximum period of 6 months from the date of effective transfer of the staff. If the contract with Vinci is part terminated through the Partnership being declined, complex TUPE/redundancy issues will arise regarding the Council's staff and Vinci employees engaged on the on-street enforcement function.

### **Legal and Governance Implications:**

The Council's contract with Vinci Park does not expire until September 2012. At discussions with officers, Vinci has made its position clear in that it has no intention of relinquishing that contract, other than by payment of penalty amounting to nearly £300,000 on the entire contract. In the event that only the on street component of the contract was relinquished, the penalty would be in the region of £90,000. Consideration has also been given to assigning the contract from this Council to the Partnership but this would require Vinci Park's consent, which they will not provide. It has therefore been agreed by Partnership members that should this Council enter into the Partnership, the Vinci contract will be managed from here and not from Colchester, although it will be subject to the operational requirements as set by the Partnership.

If the Council chooses to remain outside of the Partnership, then the on street component of the contract with Vinci park must end since the Council will have no legal basis on which to enforce on-street or issue penalty charge notices. The current agency agreement with the County states that the party which brings the agency agreement to an end should meet the costs directly attributable to that termination, meaning that the County would be liable. However, it must be recognised that the contract is between this Council and Vinci Park and therefore they would look to us for the compensation. We would then have to seek similar compensation from the County Council. The County has already indicated that it does not accept full liability on the basis that this Council's contract with Vinci does not have a termination clause based upon the County's ability to give a two year notice period on the parking agency agreement. The Director of Corporate Support Services does not agree with this interpretation and this demonstrates the risks associated with such litigation, alongside difficulties associated with two public authorities taking legal action against one another through the use of public funds at a time of financial constraint.

The commissioning document and current version of the Partnership agreement are appended to this report. Members are referred to clause 7 of the draft Partnership agreement which deals with dissolution of the agreement. It is proposed that any district wishing to cease being a Partnership member would be required to provide six months notice, with the decision taking effect on 31 March of a calendar year.

### **Safer, Cleaner and Greener Implications:**

There are no longer term implications since on-street and off-street enforcement of parking will continue, albeit under different management arrangements. In the event however that the Council does not enter the Partnership, there may be an enforcement hiatus at the start of April when there may be much reduced or no local on-street enforcement, unless the County and/or Colchester are able to provide enforcement resources within the District through the other Partnership members.

**Consultation Undertaken:**

Vinci – outcome contained within the body of the report

**Background Papers:**

Letter from Vinci regarding contractual penalties etc

**Impact Assessments:**

Risk Management

There are potential risks to the Council of a decision to join or to remain outside of the new parking Partnership. These are set out in the table in paragraph 9 of the report. This is a balanced decision in terms of the risks involved. However, it would be entirely reasonable to join the Partnership from April 2011 and see how it develops. Whilst the Council would enter into the Partnership with the express intention of making a positive contribution, especially with regards to the consideration of further outsourcing, it remains the position that, like any other Partnership member, if the Council was not satisfied with the Partnership arrangement it could serve the Partnership with six months notice, with the intention of bringing its membership to an end with effect from 31 March of any calendar year.

Equality and Diversity:

*Did the initial assessment of the proposals contained in this report for relevance to the Council's general equality duties, reveal any potentially adverse equality implications?* No

*Where equality implications were identified through the initial assessment process, has a formal Equality Impact Assessment been undertaken?* No

*What equality implications were identified through the Equality Impact Assessment process?*  
N/A.

*How have the equality implications identified through the Equality Impact Assessment been addressed in this report in order to avoid discrimination against any particular group?*  
N/A.

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Colchester, Braintree, Epping Forest, Harlow, Tendring and Uttlesford

# **The North Essex Parking Partnership**

**A Combined Parking Service for Colchester, Braintree Epping Forest, Harlow, Tendring and Uttlesford**

## **Joint Committee Agreement 2011-2018**

Between:

**Essex County Council, and:**

**Colchester Borough Council**

**&**

**Braintree District Council**

**&**

**Epping Forest District Council**

**&**

**Harlow District Council**

**&**

**Tendring District Council**

**&**

**Uttlesford District Council**

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## **Schedule 2: Off Street Contributions**

# 1. Introduction

This is a Joint Committee Agreement, concerning a combined parking service for Colchester Borough Council, Braintree District Council, Epping Forest District Council Harlow District Council, Tendring District Council and Uttlesford District Council.,

1.1 **This Agreement** made the            day of            2011 between:

(1) **Essex County Council** of County Hall Chelmsford CM1 1LX (Essex)

(2) **Colchester Borough Council** of Town Hall, High Street, Colchester, CO1 1FR (“Colchester”)

(3) **Braintree District Council** of Causeway House, Bocking End, Braintree, CM7 9HB (“Braintree”)

(4) **Epping Forest District Council** of Civic Offices, High Street, Epping CM16 4BZ ( “Epping”)

(5) **Harlow District Council** of Civic Offices, The Water Gardens, Harlow, CM20 1WG (“Harlow”)

(6) **Tendring District Council** of Town Hall, Station Road , Clacton on Sea CO15 1SE (“Tendring”) and

(7) **Uttlesford District Council** of Council Offices, London Road, Saffron Walden, CB11 4ER (“Uttlesford”)

who are collectively referred to in this Agreement as “the Partner Authorities”.

1.2 This Agreement for an initial period of 7 years from 1 April 2011, subject to the terms and conditions of this Agreement with the option for the Partner Authorities to extend it for a further period of up to 4 years.

1.3 The Partner Authorities have agreed that Colchester shall be the Lead Authority for the North Essex Parking Partnership.



## **2 Preamble**

### **2.1 General Terms**

- 2.1.1 For the avoidance of doubt, “Colchester” means the North Essex Parking Partnership Operation’s Headquarters management group, which shall be separate from Colchester’s own client authority.
- 2.1.2 Colchester shall ensure it has no conflict of interest, and a separation of duty and function from its own services with the North Essex Parking Partnership by managing it’s client role separately from the North Essex Parking Partnership.

### **2.2 Essex County Council Strategic Commissioning Agreement**

- 2.2.1 By virtue of a Strategic Commissioning Agreement **dated 2011** Essex delegated to the Joint Committee of the North Essex Parking Partnership and subsequently to Colchester as the Lead Authority of the North Essex Parking Partnership, the authority to act as its agent and to discharge on its behalf the functions of on-street enforcement and charging, relevant sign and line maintenance and the power to make relevant traffic orders.

### **2.3 Off Street Parking**

- 2.3.1 Each of Partner Authorities may decide at any time during the duration of this Agreement to delegate their respective off street parking functions to Colchester as Lead Authority of the North Essex Parking Partnership and if such a delegation is made then the provisions of Annexe 1 shall additionally be agreed and shall then apply.
- 2.3.2 Off street services shall include those described in **Annexe 1**.

### **2.4 Operational/Policy context for the Partner Authorities**

- 2.4.1 Prior to this Agreement, the Partner Authorities all operated their own discrete parking services. In planning their services, each Partner Authority has taken into account the need to achieve sustainability, to set out what is considered to be a fair pricing structure for their service and how any surpluses generated by the service are to be used to help support both the parking services and the other services offered by each Partner Authority.
- 2.4.2 Parking operations are crucial to the vitality of the towns they serve, but are also linked closely to transport policy. Off-street parking strategy is closely linked with Essex’s decriminalised Civil Parking Enforcement scheme.
- 2.4.3 This document aims to outline the control and leadership of the North Essex Parking Partnership governance strategy for the Partner Authorities and is based on principles that reflect:

- National, regional and local objectives for regeneration, transport and the environment;
- Implementation in accordance with the Local Plan objectives, and those of Essex's Local Transport Plan and wider Transport Strategy, including the national transport strategies; and
- How the Partner Authorities shall fund and operate the Joint operation.

2.4.4 It defines the starting position with regard to on-street enforcement in the level and quality of the baseline services provided originally by the Partner Authorities before merger together with off-street parking operations and the actions required to operate the service through a Joint Committee.

## 2.5 Partner Authorities' Key Contacts

2.5.1 Each Partner Authority will identify a key contact who will be the first point of contact for communications regarding this Agreement and parking operations between the Partner Authorities and the management of the Partnership. **Schedule 1** lists the contacts at the time the Agreement is signed; this schedule will be kept updated as changes occur.

## 2.6 Position regarding Epping

2.6.1 Epping has by virtue of a contract dated **X** between Epping and **X** contracted out their on street parking functions. This contract is due to expire on **Y**.

2.6.2 Essex has by virtue of the Strategic Commissioning Agreement **dated 2011** delegated the on street parking function in relation to the district of Epping to the North Essex Parking Partnership. Colchester as the Lead Authority for the Partnership has agreed with Epping that it will sub-delegate the on street parking functions in relation to the district of Epping to Epping for the duration of the contract mentioned at paragraph 2.6.1 above at the expiration of the said contract the sub-delegation to Epping will be revoked and the function for on-street parking in the district of Epping will revert back to the North Essex Parking Partnership.

2.6.3 Epping agrees with the other Partner Authorities that it will only become a full member of the North Essex Parking Partnership upon the termination of the contract referred to at paragraph 2.6.1 above and until that date it will not be entitled to be a member of the Joint Committee referred to at paragraphs 5 and **Error! Reference source not found.** of this Agreement.

## 3 Service Level

### 3.1 Strategic

3.1.1 The vision and aim of the North Essex Parking Partnership will be to provide a parking service that:

***“In 5 years the result of merging services will be a single, flexible enterprise providing full parking services for a large group of partner authorities. It will be run from a central office, with outstations providing bases for local operations. There will be a common operating model, adopting best practices and innovation, yet also allowing variation in local policies and decision-making. Progress will be proportional to the level of investment in the annual business plan”.***

3.1.2 Underlying this vision is a set of values that express:

#### Efficiency

- Flexible & innovative working practices will minimise office overheads
- The combined pool of staff will provide a critical mass giving resilience between the partners;
- Expanded purchasing power on shared contracts will generate savings to be reinvested which authorities on their own could not contemplate;
- Supervision from a central location will reduce the need for managers in every locality, while extra travelling will be minimised through use of mobile communications;
- Investigation of multiple offenders, across partner boundaries, will lead to the more efficient use of bailiffs;
- Off-street car park operations will be streamlined by central monitoring of CCTV, an effective out-of-hours system, and security staffing to replace call-outs;
- Economies of scale and a just-in-time approach will reduce costs of ticket-machine operations and enable advertising revenues to be realised;

#### Innovation

- A single central database, accessible from a wide area network, will provide real-time updates whenever penalties are issued;
- A routing & scheduling server will optimise enforcement investigations by using the latest software to schedule tasks for operational staff;
- Back-office functions will be fulfilled by a combined team able to handle correspondence, accessible from any partner area, using software that automatically tailors responses to that authority's own policies.

#### Service

- Pooled specialist expertise will be available to all authorities, and sharing of in-house skills in maintenance and engineering will reduce reliance on contractors;
- All partners will use common systems, facilities and processes, rather than replicating them;

- Public expectations will be surveyed and addressed through adjusting service quality and managing perceptions;
- Accreditation to the Park Mark (or equivalent) standard, and other quality schemes will be spread across all operations;
- On-street restrictions will be checked, mapped and made available to the public on the internet. Shared web pages will promote the joint service and individual partner authorities.
- Paperless parking will be possible by implementing best practice in technology, joining up parking meters, mobile phone technology and officers' handheld computers.

### **Outcomes for Customers**

- Less inconvenience and danger from illegal parking
- More responsive to customer requirements when issuing permits, dealing with enforcement and appeals
- Greater value for money for Council Tax-payers

### **Strategic Leadership**

- Strategic performance analysis and pricing strategy will be carried out centrally, to advise decision-makers within each authority. This will save duplication and consultancy costs, and ensure consistent, high-quality outcomes;
- A single voice speaking for all partners will carry more weight in both political and commercial negotiations;
- A case will be made for the joint service to take on responsibility for the 'signs & lines' that designate parking restrictions, and the management of Traffic Regulation Orders;
- The on-street enforcement function will be reviewed from first principles, to inform levels of staffing and patterns of patrols. This will lead to shaping the contract with the Essex County Council, to make best use of funding under the Decriminalised Parking Enforcement scheme.

## **3.2 Baseline Services**

3.2.1 The vision and aim of the North Essex Parking Partnership will be to provide a parking service that encompasses the following functions:

- Back-Office operations
- Parking Enforcement
- Strategy and Development
- Signage and Lines, Traffic Regulation Orders (function to be transferred over time as agreed with Essex County Council)
- Decisions to levy fees and charges in on-street locations
- Accounting to Essex for Decriminalised Parking Enforcement

## **3.3 Specific Limits and Requirements**

**Colchester (as the Lead Authority) shall ensure that:**

3.3.1 Any significant change to the machines, signage, surface or lines in any Partner Authority's area would be subject to prior agreement and

form part of the business plan which will be agreed by all Partner Authorities.

- 3.3.2 Each Partner Authority's area shall receive a fair share of the available management, enforcement and operational resources, as agreed in the Business Plan for the joint service.

**Inclusions - the Partner Authorities agree that:**

- 3.3.3 The Partner Authorities will co-operate with each other (or their auditors or contractors) and give full access to documents, premises and records to the extent that the Partner Authorities (or their auditors or contractors) reasonably require such access or co-operation in order to:
- (a) Monitor the operation of this Agreement.
  - (b) Audit the performance and systems in the North Essex Parking Service.
  - (c) Investigate complaints about the operation of the North Essex Parking Service.
  - (d) Respond to requests for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2005.
- 3.3.4 Colchester grants Braintree, Epping, Harlow, Tendring and Uttlesford a permanent irrevocable licence to use and to allow others to use for any purpose and without payment any intellectual property created by or on behalf of Colchester as a result of the this Agreement (except to the extent that the intellectual property exclusively relates to parking and/or assets owned by Colchester).
- 3.3.5 Neither this agreement nor the operation of it gives Colchester any legal estate (leasehold or otherwise) or rights or title to over any real or personal property belonging to Braintree, Epping, Harlow Tendring and Uttlesford or the right to grant the same on behalf of Braintree, Epping, Harlow, Tendring and Uttlesford, except for the granting of access licenses under Road Traffic Regulation Act 1984.
- 3.3.6 Any intellectual property created by or on behalf of the North Essex Parking Partnership shall, to the extent that it relates to Colchester, Braintree, Epping, Harlow, Tendring and Uttlesford's asset base or Colchester, Braintree, Epping, Harlow, Tendring and Uttlesford's sites belong to Colchester, Braintree, Epping, Harlow, Tendring or Uttlesford respectively.
- 3.3.7 Each Partner Authority will handle and respond to Freedom of Information Act requests concerning their respective Authority's aspects of the North Essex Parking Partnership.

- 3.3.8 Each Partner Authority will notify the Colchester of any Freedom of Information requests received which relate to the functions of the Joint Committee.
- 3.3.9 Each Partner authority agrees to provide facilities within their respective areas (if so required by Colchester on behalf of the Partnership) for the essential use by staff employed on behalf of the Partnership to enable them to perform their duties (including welfare and IT facilities) without any charge over and over and above the annual contribution
- 3.3.10 All employees employed in the Harlow and Tendring Parking Services **in regard to work carried out on behalf of Essex** on 31 March 2011 shall transfer to Colchester with effect from 1 April 2011.
- Epping's contractors on X shall transfer to Colchester with effect from Y.?**
- 3.3.11 Colchester shall discharge the North Essex Parking Partnership's responsibilities under health and safety and welfare legislation in relation to staff accommodation in each of Partner Authorities operating bases.

### **3.4 Exclusions – the Partner Authorities agree that:**

- 3.4.1 The following functions will not be delegated to the Joint Committee unless otherwise agreed separately between the Partner Authorities:
- (a) Ownership/Stewardship of Car-park assets, including maintenance, repair and upgrading.
  - (b) Responding to customers who contact the Partner Authorities directly. The Authorities' response will be limited to provision of a form to complete for 'appeals', provision of e-forms or via enhanced Internet. Other elements will be transferred to Colchester where they relate to the functions of the North Essex Parking Partnership. The Partner Authorities will not have direct access to back office staff (except recourse to Colchester for telephone advice if necessary).

## **4 Funding Arrangements**

### **4.1 Annual Contribution**

- 4.1.1 The level of funding for each Financial Year in relation to the North Essex Parking Partnership will be decided annually by the Partner Authorities, based on a rolling Business Plan developed by the Joint Committee.
- 4.1.2 Colchester as the Lead Authority in consultation with the other Partner Authorities will prepare an annually updated Business Plan. The Joint Committee will consider the Plan and recommend the relevant financial contributions to each of the Partner Authorities in accordance with the decision making procedure set out in Section 6 of the Agreement

subject to a condition precedent that the Joint Committee will approve a Plan only if it is agreed by all of the Partner Authorities.

## **4.2 Schedule of payments**

4.2.1 Insofar as required by the business plan (in the case of deficit) the Partner Authorities shall pay an agreed annual contribution to Colchester in four equal quarterly instalments payable on (or as near as working days allow) to the following dates each year:

- 1st April
- 1st July
- 1st October
- 1st January

4.2.2 Payments shall be in advance except where an apportionment of income is agreed and this shall be decided in a reconciling payment. Details of the negotiated contribution shall be as indicated in the approved Partnership Business Plan for that financial year.

## **4.3 Insurance**

4.3.1 The costs of Public Liability Insurance and employee insurance for the combined service will be covered by Colchester's corporate insurance arrangements and so is not contained within the contributions as set out 4.1.1 above

4.3.2 In relation to insurance for buildings & contents and other assets, it is the responsibility of the Councils separately to ensure that the insurance cover that they feel is appropriate is provided. Consequently the insurance cost for buildings and assets shall not be charged to the North Essex Parking Partnership Account.

4.3.3 Colchester shall comply with any request made by the Partner Authorities for the purpose of facilitating the procurement, administration and maintenance of any insurance relating to the parking service.

## **4.4 Accounting**

4.4.1 Colchester shall maintain a ring fenced cost centre within its general fund for balances for Essex's on-street fund (to be referred to as the Joint Parking Account).

4.4.2 Colchester shall ensure that money paid or transferred into the Joint Parking Accounts is only applied to the expenses of the North Essex Parking Partnership and shall not transfer or pay any money out of any of the Joint Parking Accounts except in accordance with this Agreement or with the written permission of the Partner Authorities.

## **4.5 Budget Surplus or Deficit**

4.5.1 In the context of a net budget of close to **£2 million** it will be impossible to achieve an end of year result that is exactly on budget, though the

objective will be to be within budget. It is therefore agreed that if any variance exceeds £ ,000 Partner Authorities will have to agree a course of action such that Colchester as the lead authority is not disadvantaged or benefited and shall agree that the surplus or deficit is to be eliminated by making an adjustment to the annual contribution

#### **4.6 Budget Setting for the North Essex Parking Partnership**

4.6.1 In 2011 and subsequent years of this Agreement the Partner Authorities shall, when they each set their annual general fund budget for the next Financial Year, fix the amount that they commit to pay or transfer into the Joint Parking Account for on-street (in respect of deficit support if applicable) during that Financial Year, and in recommending the final contribution to their council, each Partner Authority's appropriate decision making body shall have regard to any recommendations made by the Joint Committee.

#### **4.7 Capital Expenditure**

4.7.1 The Joint Committee may from time to time seek capital funding from any or all the Partner Authorities in accordance with any of the Partner Authorities' capital approval processes. Any capital monies which are spent on the Joint Parking Service may be spent only on the purpose for which it was approved by the respective Partner Authority.

4.7.2 Any Partner Authority may at any time require the repayment of any capital money paid by that Partner Authority to Colchester for the purposes of the Joint Parking Service where one or more of the following applies:

- (a) the money has not been spent; or
- (b) no legal obligation which commits the Partner Authority to spend that money has been entered into.
- (c) Essex County Council or legislation does not require it so.

#### **4.8 Audit**

4.8.1 The Partner Authorities agree to contribute in equal proportion to any costs incurred by the Joint Committee by any audit required by the Audit Commission in relation to the accounting records and accounts of the Joint Committee.

4.8.2 Internal Audit requirements will be agreed and co-ordinated between the Partner Authorities.

### **5 Joint Committee Governance Arrangements**

5.1 Colchester, Braintree, Epping and Tendring are operating executive arrangements and Uttlesford and Harlow are operating alternative arrangements all in accordance with the Local Government Act 2000.



- 5.2 The Partner Authorities have agreed to form a Joint Committee to manage the North Essex Parking Partnership in accordance with the provisions contained in sections 101 and 102 of the Local Government Act 1972, section 20 of the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and The Local Authorities (Alternative Arrangements (England) Regulations 2001 (as amended) and any other enabling legislation.
- 5.3 Colchester Braintree and Uttlesford have mutually agreed to dissolve the Colchester, Braintree and Uttlesford Joint Parking Committee with effect from 31 March 2011.
- 5.4 The Partner Authorities have agreed:
- (a) to form a Joint Committee with effect from 1 April 2011 to be known as the “North Essex Parking Partnership Joint Committee” and which is referred to in this Agreement as “the Joint Committee”;
  - (b) to agree and monitor the strategy and policy framework; and
  - (c) for the functions set out in paragraph 3.2 of this Agreement to be delegated to the Joint Committee and be discharged by the Joint Committee on behalf of the Partner Authorities.
  - (d) that the Joint Committee is authorised to delegate any of its functions to any officer of any of the Partner Authorities.
- 5.5 This Agreement, and any future amendments to it, have been (or will be in the case of future amendments) put before a meeting of the appropriate decision making body of each of the Partner Authorities and has been (or will be) adopted by each Partner Authority committing that authority to membership of the Joint Committee and to the terms and conditions of this Agreement.
- 5.6 This Agreement is without prejudice to each Partner Authority’s other powers and responsibilities for their respective areas but each Partner Authority agrees that it will not exercise its functions in relation to the functions of the Joint Committee except:
- (a) via the Joint Committee
  - (b) via powers delegated to an officer by the Joint Committee; or
  - (c) after consulting the other Partner Authorities.

## **6 Constitution of the Joint Committee**

### **6.1 Membership**

- 6.1.1 The membership of the Joint Committee will initially comprise six councillors increasing to seven once Epping formally join the partnership in accordance with paragraph 2.6.1, one from each of the

Partner Authorities (“the Committee Members”). In event that a Partner Authority’s member is unable to attend, a nominated substitute may attend in his/her place.

- 6.1.2 Essex Colchester, Braintree Epping and Tendring shall each appoint an Executive Member whose portfolio responsibilities includes parking and/ or resources.
- 6.1.3 Uttlesford and Harlow shall appoint a member of a policy committee whose terms of reference includes parking (until such time as the arrangements change and a Portfolio Holder is appointed).
- 6.1.4 The term of office of each Committee Member shall be determined by the Partner Authority appointing them, provided that for the duration of their appointment in relation to Essex, Colchester, Braintree Epping and Tendring they remain a member of the Executive and in relation to Uttlesford and Harlow they remain a member of the appropriate policy committee and have been appointed by the Partner Authority to be or remain a Committee Member.
- 6.1.5 Each Partner Authority shall notify the Clerk to the Joint Committee of the name and contact details of its Committee Member and Substitute Member.
- 6.1.6 Each Partner Authority may change its appointed Committee Members at any time provided that written notice of any such change is given to the Clerk to the Joint Committee, taking effect upon receipt. Such written notice may be given by electronic mail.
- 6.1.7 Each Partner Authority may send appropriate officer(s) to meetings of the Joint Committee (or any Sub-Committee) to support their Committee Member.
- 6.1.8 Subject to paragraph 6.1.9 below, each Partner Authority shall have one vote at meetings of the Joint Committee or any Sub-Committee. Each Partner Authority member, if present, or others fulfilling that role at the meeting will cast the Partner Authority’s vote.
- 6.1.9 In the case of an equality of votes the person representing the Lead Authority at the meeting shall have a second or casting vote.
- 6.1.10 All voting shall be by a show of hands, unless the provisions of paragraph 6.1.11 below apply. Any question coming before the Joint Committee shall be decided by a simple majority of those present and voting.
- 6.1.11 Recorded votes shall be taken if requested by any Committee Member, and any member shall have the right to have the way he/she voted (or abstained) recorded in the minutes.

## **6.2 Support to the Joint Committee**

- 6.2.1 The Clerk to the Joint Committee shall be a senior officer of Colchester or otherwise as agreed from time to time by the Joint Committee.

6.2.2 The functions and responsibilities of the Clerk to the Joint Committee shall be as follows:-

- (a) to make all necessary arrangements for the convening of meetings of the Joint Committee and any Sub-Committees;
- (b) to provide, or, where necessary, procure the provision of, all necessary advice on the technical, legal and financial implications of matters under consideration by the Joint Committee or relevant to the Joint Committee 's functions;
- (c) to bring to the attention of the Joint Committee matters which are relevant to the Committee's functions and which merit consideration by the Joint Committee ;
- (d) to arrange for the taking and maintenance of minutes of meetings of the Joint Committee and any Sub-Committees, and ensure that the business of the Joint Committee at its meetings are conducted in accordance with legal requirements;
- (e) to manage and co-ordinate the day-to-day affairs of the Joint Committee and its administrative support.

6.2.3 The business address for all communications relating to the administration of the Joint Committee's affairs shall be:

["The Clerk to the North Essex Parking Partnership Joint Committee, Rowan House, 33 Sheepen Road, Colchester, CO3 3WG"](#)

### **6.3 Meetings of the Joint Committee**

6.3.1 The Joint Committee will meet at least four times in each municipal year. The 2011-12 meetings are scheduled for: April 2011; and March 2012. These timed meetings are designed to allow budget proposals for the North Essex Parking Partnership to be accommodated within the annual budget setting processes for each of the Partner Authorities with the intention of a draft budget being presented in October and the final budget being agreed in January. It will also allow forward plans to be approved in March; and to fit around the May elections. This does not preclude other meetings being held throughout the year as required.

6.3.2 The first meeting of the Joint Committee on or after 1 June in any year shall be the Annual General Meeting at which the Chairman, Vice-Chairman and any Sub-Committees of the Joint Committee shall be appointed, but nothing in this paragraph prevents the Joint Committee establishing a Sub-Committee at any other time.

6.3.3 The quorum for a valid meeting of the Joint Committee shall be three members .

6.3.4 The Chairman of the Joint Committee will be rotated between the Partner Authorities. In the second and subsequent years of the Joint Committee's operation the Chairman shall be a Committee Member

appointed by a different Partner Authority from the previous year's Chairman.

- 6.3.5 At each Annual General Meeting the Joint Committee shall determine and approve the programme of meetings to take place over the following year.
- 6.3.6 The Chairman may call other meetings as necessary in addition to those set out in the schedule of meetings approved at the relevant Annual General Meeting provided each of the Partner Authorities approve the date and time of any such additional meetings.
- 6.3.7 The Chairman may cancel / rearrange a meeting if there is insufficient business to justify this being held or if other circumstances make it appropriate for this to be held at a different date/time, provided each Partner Authority agrees to the cancellation of any meeting and approves the date and time of any rearranged meeting.
- 6.3.8 The meetings of the Joint Committee will whenever possible alternate between venues in each of the Partner Authorities area.
- 6.3.9 Colchester as the Lead Authority shall use its best endeavours to ensure that A printed copy of the summons, the agenda for each meeting, any relevant reports and the minutes of the previous meeting shall be despatched by the Clerk to the Joint Committee, at least five (5) clear days before such meeting to each Committee Member, excepting that other items of urgent business may be considered with the agreement of the chairman, at the end of business at any meetings.
- 6.3.10 At the same time, such papers will also be despatched to:
- (a) the Proper Officer of each Partner Authority
  - (b) Chairman of each of the Partner Authority's Scrutiny Committee with responsibility for scrutiny in respect of parking and/or finance matters and to the Chief Executive of each Partner Authority or such other senior officer of a Partner Authority as may be nominated in writing by a Partner Authority to the Clerk of the Joint Committee ; or
  - (c) such other addressees as a Partner Authority may nominate in writing from time to time to the Clerk to the Joint Committee .
- 6.3.11 The summons shall contain notice of all business, except urgent business, which is required to be brought before the Joint Committee either in the ordinary course of business, or which is brought by the Chairman, the Vice-Chairman or the Clerk to the Joint Committee.
- 6.3.12 Meetings of the Joint Committee will be open to the public and press except where the Joint Committee resolves that the press and public be excluded (which may only be during consideration of items containing confidential or exempt information within the meaning of Schedule 12A of the Local Government Act 1972). Each meeting will have a public question time of not exceeding 15 minutes in which

members of the public may ask questions or make statements on a matter within the remit of the Joint Committee.

6.3.13 Minutes of the Joint Committee shall (subject to the provisions of paragraph 6.3.12 above) be available to the public and press as though they were minutes of a meeting of a Partner Authority.

6.3.14 The Chairman in consultation with the Vice Chairman or a Partner Authority may invite any person to attend a meeting of the Joint Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Joint Committee's functions where that person is able to provide a professional or commercial viewpoint, which the Chairman or the Partner Authority considers would be of assistance to the Joint Committee.

## **6.4 Level of Joint Committee Decision Making**

6.4.1 The Joint Committee will be responsible for:

- (a) managing the provision of the Baseline Services contained in paragraph 3.2 of this Agreement
- (b) agreeing future Business Plans for the North Essex Parking Partnership.
- (c) agreeing all new, or revised, strategies and processes for the implementation of the Partner Authorities' policies (such as enforcement)
- (d) agreeing level of service provision as agreed through the annual budget setting process and as set out in the Joint Committee Agreement
- (e) annually agreeing the level of fees and charges pertaining to the North Essex Parking Partnership (to be proposed to each Partner Authority's appropriate decision-making body for final approval as appropriate)
- (f) agreeing annual budget proposal to be made to each Partner Authority's appropriate decision making body for final approval
- (g) making decisions related to the use of/funding of end of year surpluses or deficits that are retained according to paragraph 4.5.1, and the use of employee savings according to paragraph 4.6.1.
- (h) determining whether the North Essex Parking Partnership should continue as a member of the British Parking Association and any other partnership arrangements.
- (i) approving an Annual Report to be made available to the Partner Authorities

- (j) functions under Road Traffic Act 1991/Traffic Management Act 2004, Road Traffic Regulation Act 1984, section 111 of the Local Government Act 1972 and section 2 of the Local Government Act 2000.
- (k) delegating any of the functions of the Joint Committee to an Officer from a Partner Authority

6.4.2 The Joint Committee may not delegate:

- (a) The functions referred to in 6.4.1(a)-(i) above.
- (b) Any decision to cease to provide any of the Baseline Services contained in paragraph 3.2 of this Agreement.

6.4.3 The Joint Committee will not have responsibility for staffing decisions but the Partner Authorities agree that the appointment of a replacement for the most senior employees in the North Essex Parking Partnership will be carried out in consultation between all Partner Authorities and an officer from each of the Partner Authorities shall be invited to attend the final interview if they choose to do so.

6.4.4 Operational details will be delegated by the Joint Committee to officers as set by the Joint Committee Agreement and the three year Business Plan as a framework within which operational implementation and decisions will be taken by appropriate officers from the Partner Authorities.

## **6.5 Monitoring and Assessment**

6.5.1 The Joint Committee will be responsible for monitoring and assessing the North Essex Parking Partnership in terms of its:

- (a) general strategic performance as measured by a range of indicators as the Partner Authorities may agree from time to time including but not limited to, financial performance, ticket sales figures, income, National Indicators, customer satisfaction levels, funding leverage and key achievements
- (b) performance in carrying out this Agreement
- (c) progress in fulfilling the three year Development Plan

6.5.2 The Joint Committee will receive presentations and progress reports on key issues and notable projects.

6.5.3 The Joint Committee will issue an Annual Report of its activities, finances and performance to the Partner Authorities and other appropriate parties. The Joint Committee may decide to publish the report.

## **6.6 Scrutiny Arrangements**

- 6.6.1 The decisions made by (and, for the avoidance of doubt, not mere recommendations of) the Joint Committee shall be subject to the individual scrutiny arrangements of each Partner Authority save with regard to the time within which a call-in may be made which is governed by paragraph 6.6.4 (a) below.
- 6.6.2 Decisions or actions of the Joint Committee shall be notified to the Proper Officer of each Partner Authority together with all those to whom agenda papers etc are despatched in accordance with this Agreement within seven (7) Working Days of the decision being reached or the actions being taken, as the case may be.
- 6.6.3 Committee Members and their officer advisers shall fully co-operate with the relevant scrutiny Committee of the Partner Authorities and shall, where requested, attend any meeting of any relevant scrutiny Committee.

### **Call in**

- 6.6.4 Any decision or other action taken of the Joint Committee may be called in for scrutiny by members of a Partner Authority. A decision is called in by members of a Partner Authority in the same way in which they would call in a decision of in the case of Colchester, Braintree, [Epping] or Tendring their Executive, and in the case of Uttlesford and Harlow a Policy Committee except that:
- (a) decision or other action taken may not be called-in after 5pm on the 5th working day after the date upon which the decision is published; and
  - (b) a call in of such a decision or other action taken may only be made if the decision or other action taken concerned affects that Partner Authority whose membership wishes to call in the decision or action.
- 6.6.5 Once a decision or other action taken has been called in it may not be implemented until the scrutiny arrangements of the relevant Partner Authority whose membership has called in the decision or action has been completed. Where a relevant scrutiny committee (or full Council) makes recommendations to the Joint Committee, the Joint Committee shall arrange for the decision or action to be reconsidered in the light of comments made by the relevant scrutiny committee (or full Council) and the final decision or action of the Joint Committee shall not be subject to call in.
- 6.6.6 The call-in procedure set out in paragraph 6.6.4 above shall not apply where the decision or action being taken by the Joint Committee is certified by the Joint Committee as urgent.
- 6.6.7 A scrutiny committee of a Partner Authority must notify the Joint Committee if it includes in its work programme any aspect of policy development or review relating to the work or functions of the Joint Committee.

- 6.6.8 Where a scrutiny committee of a Partner Authority has formed recommendations on proposals for policy development as referred to in paragraph 6.6.7 above, a scrutiny committee shall prepare a formal report and submit it for consideration by the Joint Committee.
- 6.6.9 The Joint Committee shall consider the report of a scrutiny committee within fifteen (15) working days of it being submitted to the Clerk to the Joint Committee and shall issue a formal response to such a report.
- 6.6.10 Where any Partner Authority member or officer is required to attend a scrutiny committee, the Chairman of that Committee will inform the Monitoring Officer of his/her own authority.
- 6.6.11 That Monitoring Officer shall inform the Partner Authority member or officer in writing giving at least ten (10) working days notice of the meeting at which he/she is required to attend, such notice to state the nature of the item on which he/she is required to attend to give account and whether any papers are required to be produced for the scrutiny committee.
- 6.6.12 Where the account to be given to the scrutiny committee will require the production of a report, the Partner Authority member or officer concerned will be given sufficient notice to allow for preparation of that documentation.
- 6.6.13 Where in exceptional circumstances, the Partner Authority member or officer is unable to attend on the required date, the scrutiny committee shall in consultation with the Partner Authority member or officer arrange an alternative date for attendance which shall be as soon as practicable in relation to the original date specified.
- 6.6.14 If, having considered the decision or action, a scrutiny committee remains concerned about it, then it may refer it back to the Joint Committee for reconsideration, setting out in writing the nature of its concerns. If referred back to the Joint Committee for reconsideration the Joint Committee will have a further seven (7) working days to consider whether to amend the original decision or revise the original action taken before reaching a final decision or taking final action.
- 6.6.15 The operation of the provisions relating to call-in and urgency shall be monitored annually by the Clerk to the Committee, and a report submitted to the Joint Committee with proposals for review if necessary.

## **6.7 Conduct and expenses of members**

- 6.7.1 All Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their respective Authorities.
- 6.7.2 Each Partner Authority shall be responsible for meeting any expenses to which any Committee Member or officer appointed by them, as its representative, is entitled as a result of their attendance at meetings of the Joint Committee.



## **6.8 Liability of Joint Committee Members**

- 6.8.1 Committee Members appointed by each of the Partner Authorities shall have the same responsibilities and liabilities as those which apply when sitting on other Committees and bodies as appointed representative on behalf of their respective Authorities.
- 6.8.2 Where any contractual arrangements are authorised by the Joint Committee, any liabilities arising under those arrangements will be met by the relevant Partner Authority.
- 6.8.3 Indemnification for any liabilities which arise shall be resolved as a matter between the Committee Member and their respective Authority.

## **7 Dissolution Arrangements**

### **7.1 Criteria**

- 7.1.1 A Partner Authority may terminate its participation in this Agreement and the Joint Committee in writing on the expiry of six months' written notice terminating on 31 March in any year served on the other Partner Authorities.
- 7.1.2 A Partner Authority may terminate this Agreement if another Partner Authority commits a fundamental breach of this Agreement.
- 7.1.3 A Partner Authority may terminate this Agreement with immediate effect if another Partner Authority, without the consent of the other Partner Authorities, sets its Annual Contribution at a level which is less than:
  - (a) ninety per cent (90%) of the amount recommended by the Joint Committee
  - (b) ninety per cent (90%) of the previous year's contribution.
- 7.1.4 The Partner Authorities may agree alternative termination arrangements from time to time.
- 7.1.5 The provisions of section 7 of this Agreement shall survive the termination of this Agreement.

### **7.2 Financial liability on dissolution**

- 7.2.1 At the termination of this Agreement Colchester shall as soon as practical draw up accounts showing the financial out-turn of the Joint Parking Accounts.
- 7.2.2 The North Essex Parking Partnership shall be managed so that as the final out-turn of the Joint Parking Accounts is as close to zero as possible.
- 7.2.3 Any surplus or deficit on the Joint Parking Accounts shall be settled/distributed in the following shares:

### **7.3 Transfer of Staff**

- 7.3.1 In this paragraph “New Provider” means the person operating Braintree, Epping, [Essex, ]Harlow, Tendring or Uttlesford’s parking from the date upon which this Agreement terminates.
- 7.3.2 All employees who, during the last year of operation of this Agreement, spent more than 50% of their time on issues specifically relating to, Braintree, Epping Harlow, Tendring or Uttlesford’s parking shall transfer to the New Provider.
- 7.3.3 Other employees shall continue to be employed by Colchester, unless the parties agree otherwise.
- 7.3.4 Colchester shall use all reasonable endeavours to ensure that their employees co-operate with , the New Provider for a period of 1 year after the termination of this Agreement in order to effect a seamless transfer of Braintree, [Epping,] Harlow, Tendring or Uttlesford’s parking to the New Provider.
- 7.3.5 For the purpose of facilitating the transfer of any person’s employment from Colchester to the New Provider, Colchester shall supply to Braintree, Epping, Harlow, Tendring or Uttlesford (as appropriate) promptly on request such information as Braintree, Epping, Harlow, Tendring or Uttlesford shall reasonably require (including information required under TUPE legislation) in order to facilitate the transfer of employees from Colchester to the New Provider.

### **7.4 Assets**

- 7.4.1 Where this Agreement terminates and assets are stored by the lead authority on behalf of the service, then to the extent that those assets are not collected by a new service provider within one (1) month from the date of termination, the Partner Authority storing the assets shall continue to store the assets for up to one (1) year from the date of termination, subject to the payment of reasonable storage charges by the new service provider.

### **7.5 Property**

- 7.5.1 Title to the following property shall be transferred to each Partner Authority or new service provider (as appropriate) on the termination of this Agreement:

## **8 Review of this Agreement**

- 8.1 The Partner Authorities shall keep this Agreement under review. The Joint Committee may from time to time make recommendations about changes to this Agreement.
- 8.2 The Partner Authorities agree to:

- (a) consider any recommendations for changes to this Agreement made by the Joint Committee including increasing the number of partner authorities.
- (b) consider any proposals for change made by another Partner Authority (after taking account of any views expressed by the Joint Committee).
- (c) co-operate with each other and the Joint Committee in the undertaking of reviews of this Agreement.
- (d) any changes to this Agreement shall be recorded in writing signed on behalf of each of the Partner Authorities.
- (e) Undertake a review 2 years after the commencement of this Agreement in order to evaluate the effectiveness of the initial arrangements and identify any changes that each of the Partner Authorities wish to recommend.

## 9 The Parking Partnership Joint Committee Agreement

- 9.1 Colchester, Braintree and Uttlesford have mutually agreed to terminate the Parking Partnership Joint Committee Agreement dated 1 April 2009 and made between the parties on 31 March 2011 and for it to be superseded by this Agreement.

THE COMMON SEAL OF

**Essex County Council**

was hereunto affixed in the presence of:-

Attesting Officer

The Common Seal of )  
**Colchester Borough Council** )  
 was hereunto affixed )  
 in the presence of: )

Mayor

Proper Officer

The Common Seal of )  
**Braintree District Council** )  
 was hereunto affixed )  
 in the presence of )

Authorised Signatory

The Common Seal of )  
**Epping Forest District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Harlow District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Tendring District Council**)  
was hereunto affixed )  
in the presence of )

Authorised Signatory

The Common Seal of )  
**Uttlesford District Council** )  
was hereunto affixed )  
in the presence of )

Authorised Officer

Authorised Officer

## Schedule 1 – Key Contacts

### Colchester Borough Council:

Richard Walker, Parking Services Manager: 01206 282708  
[richard.walker@colchester.gov.uk](mailto:richard.walker@colchester.gov.uk)

Matthew Young, Head of Street Services, 01206 282902  
[matthew.young@colchester.gov.uk](mailto:matthew.young@colchester.gov.uk)

### Braintree District Council:

Paul Partridge 01376 552525  
or his PA Carol Clayman 01376 552525 ext. 2202

#### ***Client Officer***

Mick Galley 01376 332326 ext. 3369

### Epping Forest District Council

### Harlow District Council:

### Tendring District Council:

### Uttlesford District Council:

Michael Perry 01799 510416  
or his PA Linda Dobson 01799 510616

#### ***Client Officer***

Denise Thoday 01799 510561

## **A-1 Annexe 1 - Off Street Parking**

### **A1.1 Introduction**

A1.1.1 In addition to the terms of the main agreement, XXXX District Council and Colchester Borough Council (as lead authority and service provider) agree, in relation to off-street car park operations on their behalf, shall form a sub-committee of the Joint Committee and delegate the functions of, and be responsible for:

### **A1.2 Baseline Services**

A1.2.1 The Joint Committee [off-street sub committee \(in the annexe called "the sub committee"\)](#) will be responsible for all the functions entailed in providing a joint service for:

- Back-Office operations
- Parking Enforcement
- Car-Park Management
- Strategy and Development

A1.2.2 The following are excluded from the Joint Service:

- Disposal/transfer of items on car-park sites
- Decisions to levy fees and charges at parking sites
- Changes to opening times of parking buildings
- Ownership and stewardship of car-park assets
- Responding to customers who contact the authorities directly
- Accounting to Essex County Council for Decriminalised Parking Enforcement

These functions will be retained by the individual Partner Authorities.

A1.2.3 Off-street parking shall be managed by Colchester on behalf of the respective Partner Authorities separately from the functions covered by the Strategic Commissioning Agreement however off street parking shall be within the remit of the North Essex Parking Partnership Joint Committee [and formed as a sub-committee](#).

A1.2.4 Off-street parking for Partner Authorities shall be managed centrally by the Colchester Partnership management team.

### **A1.3 Specific Limits and Requirements**

**Colchester (as the Lead Authority) shall ensure that:**

A1.3.1 A register will be maintained of the assets owned by the Partner Authorities relating to parking services, in order that assets used or stored by Colchester can be disposed appropriately if the Agreement is terminated (see Section A-2).

A1.3.2 Any significant change to the machines, signage, surface or lines in any Partner Authority's area would be subject to prior agreement and

form part of the business plan which will be agreed by all Partner Authorities.

- A1.3.3 The North Essex Parking Partnership will be operated in such a way that the car parks or any part of them are open to the public only where all risks to the health and safety of the public or any employee or Councillor of the Partner Authorities are, so far as reasonably practicable, avoided.
- A1.3.4 Each Partner Authority's car parks receive a fair share of the available management, enforcement and operational resources, as agreed in the Business Plan for the joint service.
- A1.3.5 Any goods services signage, tickets, spares, stock, computers, other equipment or property purchased as part of the North Essex Parking Partnership and which is wholly or partly funded from the Joint Parking Account will, so far as possible, be procured so that if this Agreement is ends:
- (a) The body or bodies who funded the purchase of the property (including jointly funded property) can be identified and the ownership dealt with that time.
  - (b) Any title to the item can be transferred to Colchester, Braintree, Epping Harlow, Tendring or Uttlesford without any further payment having to be made to any supplier (e.g. a software supplier or the owner of goods under an operating lease).
  - (c) Where goods or services are purchased specifically for use at another client authority's base then they are recorded under the client authority's name and be so attributable at the dissolution.
  - (d) All acquisitions or additions to the North Essex Parking Partnership shall be acquired in the name of Colchester but the ownership by district for the intended use shall be clearly recorded in the asset register.

#### **A1.4 Inclusions - the Partner Authorities agree that:**

- A1.4.1 Colchester, Braintree, Epping Harlow, Tendring or Uttlesford signage, tickets, spares, stock, computers and other equipment may be stored at Colchester storage facilities without any charge over and above the Annual Contribution.
- A1.4.2 Colchester signage, tickets, spares, stock, computers and other equipment may be stored at agreed Partner's premises/storage facilities without any charge over and above the Annual Contribution.

#### **A1.5 Exclusions – the Partner Authorities agree that:**

- A1.5.1 The following areas are excluded from the North Essex Parking Partnership and remain the responsibility of the respective Partner Authorities as they apply to the parking asset base and parking sites and buildings of each respective Partner Authority:

- (a) The disposal or permanent transfer of title of any item in each Partner Authority's car park sites.
- (b) The decision to levy fees and charges to the general public at any of the parking sites.
- (c) Changes to the opening times of the parking buildings apart from when there is an overriding operational issue, such as a health and safety matter, that necessitates a short-term closure

A1.5.2 Decisions in these areas will be agreed through the usual political decision making process of each Partner Authority.

A1.5.3 Each Partner Authority shall inform the others of any proposals to make any decision under paragraph [A1.5.1 above](#) so that the Business Plan might be revised at the Joint Committee.

A1.5.4 The following functions will not be delegated to the Joint Committee unless otherwise agreed separately between the Partner Authorities:

- (a) Ownership/Stewardship of Car-park assets, including maintenance, repair and upgrading, other than minor work carried out during day to day operations.

A1.5.5 Each Partner Authority agrees that they will not dispose of any of their respective car parks without six months prior written notification to the Joint Committee of its intention.

## **A1.6 Schedule of payments**

A1.6.1 The Partner Authorities shall pay an agreed annual contribution to Colchester in four equal quarterly instalments payable on (or as near as working days allow) to the following dates each year:

- 1<sup>st</sup> April
- 1<sup>st</sup> July
- 1<sup>st</sup> October
- 1<sup>st</sup> January

A1.6.2 Payments shall be in advance except where an apportionment of income is agreed and this shall be decided in a reconciling payment. Details of the negotiated contribution shall be as indicated in Schedule 2.

A1.6.3 Colchester shall maintain a ring fenced cost centre within its general fund for each Partner Authority's off street balances (to be referred to as the off-street Parking Account for that Partner Authority) and for Essex County Council's on-street fund (to be referred to as the Joint Parking Account).

A1.6.4 The off street accounts shall include:

- (a) money paid by Partner Authorities to Colchester under this Agreement



- (b) money approved to be transferred into the account by Colchester as part of its annual budget setting process.
- (c) Income received by Colchester with respect to the North Essex Parking Partnership.
- (d) Expenditure incurred on behalf of the Partner Authorities in respect to the area in which the spending is incurred, with the consent of the Joint Committee on the direct provision of the North Essex Parking Partnership including salaries costs (but not expenditure which this Agreement prevents from being charged to any Joint Parking Account).
- (e) Other expenditure incurred on behalf of the Partner Authorities other than on direct provision of the North Essex Parking Partnership but which is properly chargeable to the North Essex Parking Partnership in accordance with proper accounting practices.
- (f) Expenditure on any legal claim brought against the joint parking service (whether against the Joint Committee or any of the Partner Authorities and whether or not arising out of premises).

A1.6.5 Revenue Income due to any Partner Authority from the cashbox or enforcement (less any contribution to Colchester as the lead authority negotiated and shown in the Schedule) if not credited directly, will be credited to the respective Partner Authority and retained in a separate account if appropriate

## **A1.7 Employee Savings**

A1.7.1 Savings in relation to employee costs may arise during the financial year as vacancies arise or there are delays in recruitment. These savings will be credited in shares to each Partner Authority in the same way as other net savings or costs are treated. However, Colchester may wish to use some of its share during the financial year to contribute to corporate targets for savings in employee costs. It is agreed that with the approval of the Joint Committee employee savings up to the limit of Colchester's share can be taken during the year, rather than as an end-year adjustment.

## **A1.8 Budget Setting for the North Essex Parking Partnership**

A1.8.1 In 2011 and subsequent years of this Agreement the Partner Authorities shall, when they each set their annual general fund budget for the next Financial Year, fix the amount that they commit to pay or transfer into the Joint Parking Account for off-street ("the Annual Contribution") during that Financial Year, and in recommending the final contribution to their council, each Partner Authority's appropriate decision making body shall have regard to any recommendations made by the Joint Committee.

## **A-2 Dissolution Arrangements**

### **A2.1 Criteria**

- A2.1.1 A Partner Authority may terminate its participation in this Agreement and the Joint Committee in writing on the expiry of six months' written notice terminating on 31 March in any year served on the other Partner Authorities.
- A2.1.2 A Partner Authority may terminate this Agreement if another Partner Authority commits a fundamental breach of this Agreement.
- A2.1.3 A Partner Authority may terminate this Agreement with immediate effect if another Partner Authority, without the consent of the other Partner Authorities, sets its Annual Contribution at a level which is less than:
- (a) ninety per cent (90%) of the amount recommended by the Joint Committee
  - (b) ninety per cent (90%) of the previous year's contribution.
- A2.1.4 The Partner Authorities may agree alternative termination arrangements from time to time.
- A2.1.5 The provisions of section A2.2 below of this Agreement shall survive the termination of this Agreement.

### **A2.2 Financial liability on dissolution**

- A2.2.1 At the termination of this Agreement Colchester shall as soon as practical draw up accounts showing the financial out-turn of the Joint Parking Accounts.
- A2.2.2 The North Essex Parking Partnership shall be managed so that as the final out-turn of the Joint Parking Accounts is as close to zero as possible.
- A2.2.3 Any surplus or deficit on the Joint Parking Accounts shall be settled/distributed in the following shares:

Braintree %: Harlow % Tendring % Uttlesford %: [Epping :] Colchester %
--

### **A2.3 Transfer of Staff**

- A2.3.1 In this paragraph "New Provider" means the person operating Braintree, Epping, [Essex, ]Harlow, Tendring or Uttlesford's parking from the date upon which this Agreement terminates.
- A2.3.2 All employees who, during the last year of operation of this Agreement, spent more than 50% of their time on issues specifically relating to, Braintree, Epping Harlow, Tendring or Uttlesford's parking shall transfer to the New Provider.

- A2.3.3 Other employees shall continue to be employed by Colchester, unless the parties agree otherwise.
- A2.3.4 Colchester shall use all reasonable endeavours to ensure that their employees co-operate with , the New Provider for a period of 1 year after the termination of this Agreement in order to effect a seamless transfer of Braintree, [Epping,] Harlow, Tendring or Uttlesford's parking to the New Provider.
- A2.3.5 For the purpose of facilitating the transfer of any person's employment from Colchester to the New Provider, Colchester shall supply to Braintree, Epping, Harlow, Tendring or Uttlesford (as appropriate) promptly on request such information as Braintree, Epping, Harlow, Tendring or Uttlesford shall reasonably require (including information required under TUPE legislation) in order to facilitate the transfer of employees from Colchester to the New Provider.

## **A2.4 Assets**

- A2.4.1 Subject to paragraph A2.4.2, when this Agreement is terminated for any reason, any assets which belong to one Partner Authority but which are in the custody of the other Partner Authority shall, if requested, be returned to the other Partner Authority.
- A2.4.2 Where this Agreement terminates and assets are stored by one Partner Authority on behalf of another Partner Authority, then to the extent that those assets are not collected by the Partner Authority within one (1) month from the date of termination, the Partner Authority storing the assets shall continue to store the assets for up to one (1) year from the date of termination, subject to the payment of reasonable storage charges by the Partner Authority.

## **A2.5 Property**

- A2.5.1 Title to the following property shall be transferred to each Partner Authority (as appropriate) on the termination of this Agreement:
- (a) All property belonging to Colchester which is or used at in Braintree, Epping, Harlow, Tendring and Uttlesford's premises (other than temporarily) on the termination of this Agreement
  - (b) All property belonging to Colchester to the extent that it relates to Braintree, Epping, Harlow, Tendring and Uttlesford's parking asset base (including the relevant part of any database records).
- 'Property' in this paragraph includes plant, software licenses and operating leases
- A2.5.2 All property belonging to Braintree, Epping, Harlow, Tendring and Uttlesford but in Colchester's possession shall be returned to the respective Partner Authority immediately upon termination of this Agreement.

- A2.5.3 Colchester shall promptly supply each Partner Authority with a copy of all intellectual property which belongs to each respective Partner Authority or which each respective Partner Authority is entitled to use (such copy to be supplied in such format as each Partner Authority shall reasonably require).
- A2.5.4 Colchester shall provide reasonable assistance with the installation of any software on any computer equipment.
- A2.5.5 The duties in paragraph A2.5.4 shall continue for one year from and after the date of termination.
- A2.5.6 If plant equipment or services has been purchased for the use (directly or indirectly) of the Partner Authorities parking then the parties shall sell the equipment and split the proceeds of sale in the percentage in which the Joint Parking Account is to be split between the Partner Authorities as contained in paragraph A2.2.3 above .

## **Schedule to Annexe 1 - Partner Authorities Financial Contributions**

08 February 2011

North Essex Parking Partnership  
and Essex County Council

Civil Parking Enforcement

Strategic Commissioning  
Agreement  
February 2011

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## **Introduction**

1. The purpose of this document is to describe the strategic, financial and operational relationship between Essex County Council, the Service Commissioner, and North Essex Parking Partnership, the Service Provider. It provides a management summary of the arrangements. A separate legal document enabling the formal delegation of service and covering full contracting arrangements is attached at Annex A.

## **Strategic Principles**

2. The shared ambition between Essex County Council and the District and Borough Councils in Essex is for Essex County Council to operate as a strategic commissioner of services and the Districts and Boroughs to have control over local parking policies and the management of all aspects of the associated operation. The ambition will be delivered through a strategic and collaborative partnering arrangement.
3. The intention is to bring together parking policy into a framework meeting both county wide and local policy objectives. The efficient and effective delivery of policy objectives will be achieved through the creation of an integrated service that joins together enforcement, signs and lines and traffic regulation order activity. In turn operating costs will be optimised through economies of scale.

4. The establishment of the partnering relationship will be underpinned by a number of core principles that will run through the term of the agreement.

These are:

- a. Essex County Council will delegate to two Partnerships, (formally through a Joint Committee), the authority for on-street enforcement & charging, relevant sign & line maintenance and the power to make relevant traffic orders. This delegation will formally be to a Joint Committee formed by the District and Borough Councils in the Partnership;
- b. The agreement with the Partnerships will be for 7 years with a mutual option to extend for a further 4 years up to a total of 11 years;
- c. The Parking service will be delivered through two Partnerships, one for North Essex and one for South Essex. The North Essex partnership will be formed by Braintree, Colchester, Epping Forest, Harlow, Tendring and Uttlesford. Colchester will be the lead authority;
- d. The Partnerships will be responsible for any financial surplus and/or deficit created by the parking operation following the first two years agreed arrangements. For the avoidance of doubt the Parking Partnership will manage the financial position such that no investment is required from ECC with effect from the financial year 2013-14. Both start afresh with no deficit or liabilities. ;



- e. The Partnerships will form a Partnership Board to provide governance for the service – this will have both political and operational involvement. The Partnerships will formalise an agreement between themselves to manage the car parking operation and its finances;
- f. The Partnerships will determine the most appropriate model for delivering the service including reviewing strategic options for example, the use of the private sector and the creation of a Local Authority trading company;
- g. The success of the Partnerships will be monitored and assessed using a agreed set of strategic outcome measures. Detailed operational performance indicators will be established and reported within each partnership;
- h. Any termination of the agreement will require 12 months notice in writing by either Essex County Council or the North Parking Partnership and where possible but not exclusively this will coincide with the end of a financial year;
- i. In the event that an authority (excluding ECC) chooses not to formally join the partnership they will be deemed to have joined and decisions relating to their locality will be taken by the Partnership;

- j. The commissioned service is not restricted to Civil Parking Enforcement and associated matters. ECC may consider commissioning additional services through this model but the acceptance of such additional services would require the written consent of the relevant Parking Partnership.
5. Specific principles relating to supporting a successful start for the Partnership model over a two year transition period are set out in Annex B. These arrangements will be subject to on-going negotiation over the transition period.

## Scope of services commissioned

6. The County Council will commission the following services from each partnership:
  - a. Collection of charges for on-street parking within the Permitted Parking Area;
  - b. The administration of residents' parking schemes and the collection of charges for permits;
  - c. Issuing Penalty Charge Notices;
  - d. Dealing with the representations arising from the above;
  - e. Taking steps necessary to recover payments due;
  - f. Immobilisation and the removal, recovery, storage and disposal of vehicles and collection of charges in connection with the above activities;
  - g. Making of all relevant traffic regulation orders. Transition arrangements will apply for the first year of operation and these are set out in Annex B);
  - h. Procurement and maintenance of signs and lines relating to on-street enforcement.
    - (i) Signs and lines required as part of a new capital scheme will be funded through that scheme (even where it was decided that the Partnership would deliver the work)
    - (ii) Signs and lines required as part of a development proposal will be funded by the developer (even where

it was decided that the Partnership would deliver the work)

- (iii) Signs and lines that need to be reinstated following resurfacing will be funded by ECC whether or not the signs and lines work would be delivered by ECC or the Partnership. It is envisaged that the Partnerships would have the option of whether the Partnership wished to carry out the work, or whether they wished ECC to carry out the work. Either way, ECC would fund the work provided that the work was not substantially more expensive than the signs and lines having been replaced.
- (iv) ECC through its contractors is willing to make its contractual arrangements available to the Partnerships, at cost, where partnerships desire to make use of them, for signs and lines related activity.

7. The County Council will delegate powers as required to each partnership to enable the legal discharge of these functions. These details are set out in Annex C.

## **Financial Agreement**

8. The overarching objective is to establish a sustainable parking enforcement service that generates a surplus for re-investment. In the first two years the priority is to ensure the successful transition and set up of the new partnership operations.
9. The key financial principles that underpin the agreement are that the partnership will:
- a. Be responsible for any financial surplus and/or deficit after the first two years of the date of the commencement of the new operation such that no

- further investment is required from ECC with effect from the financial year 2013/14;
- b. Determine the levels and nature of fees and charges;
  - c. Establish and manage the cost of the operation;
  - d. Decide how any surplus is re-invested in parking services;
10. The partnership will develop an annual financial plan (by 30 September 2011 for 2012/13 and by end of January for each subsequent year) that will form an integral part of the joint business planning process between the Commissioner and the Partnerships. Achieving financial stability and optimising efficiencies are critical success measures the commissioner and partnerships will work together to achieve.
11. Details of specific financial arrangements that will exist for the transition and set-up period are set out in Annex B.

## **Roles & Responsibilities**

12. The arrangements for the delivery of the on-street car parking enforcement service in Essex will be undertaken within the spirit of a strategic partnership specification. The key features of this will be
- a. Joint development of the specification between Commissioner and the Parking Partnerships;

- b. Slim-line governance arrangements between Commissioner and Parking Partnership with two meetings each year of a Joint Strategic Board. Additional meetings may be held as appropriate;
- c. Single lines of accountability between Commissioner and the Partnerships.

13. Essex County Council (ECC) will act as the strategic Commissioner of the on-street parking service. It will form a Joint Strategic Board. The function of the Joint Strategic Board will be to:

- a. Jointly agree the County Wide parking policy framework;
- b. Provide a forum to discuss strategic issues relating to parking across Essex;
- c. Provide a forum to review at a strategic level the success of the partnership.

14. The Joint Strategic Board will be chaired by an ECC Member and have Member and Officer representatives from each Partnership. It will not have executive authority.

15. The Commissioner will produce a County Wide policy framework and agree it with the Joint Strategic Board and Partnerships. The policy framework will contain a high level statement of the core purpose, outcomes and objectives sought from the delivery of the service.

16. ECC in its capacity as the service Commissioner will retain influence in the setting of local parking policies in order to ensure that primary legislation obligations are met. This includes design of parking policies with respect to:

- a. Traffic network;
- b. Safety;
- c. Environment;
- d. Public transport quality and accessibility;
- e. Disabled persons;
- f. Kerb space demands.

17. The Commissioner will provide strategic and operational guidance to the partnerships in order to ensure that parking policies are consistent with local travel plans.

18. The Commissioner will retain responsibility for ensuring that the partnerships:

- a. Comply in full with legislation and guidance;
- b. Meet the network responsibilities;
- c. Meet the duty to set and publish penalty charge levels.

19. The Commissioner will collate reports from both partnerships into an ECC combined report and ensure that any surplus generated by the Partnerships is utilised in accordance with the Traffic Management Act.

20. Each Partnership will constitute a Partnership Board/Joint Committee in order to provide governance of the operating arrangements. The Partnership Board will comprise a designated member from each local authority within the partnership.

21. Each Partnership will form a Partnership Agreement which will be formally agreed and adopted by (date). It will form the basis for the governance of the partnership. This agreement will be signed by all partners. If a partner decides not to join or wishes to leave the Partnership the Partnership has been delegated authority from Essex County Council to make all decisions relating to on street parking in that area.

22. The partnership agreement will set out, as a minimum:

- a. How strategic issues are decided;
- b. How parking policies will be determined on a locality by locality basis;
- c. How financial risks and opportunities are managed and met;

23. Each Partnership will ensure that any performance and financial reporting requirements are adhered to within the timescales set.

24. Each Partnership will contribute to and agree the County Wide Parking Policy Framework. They will, in turn, ensure that the operation complies in full with the policy framework and any legislative requirements.

25. Each Partnership will appoint a lead authority who will:



- a. On behalf of the Partnership, act as the enforcement authority for the six local authority areas those functions delegated by ECC;
- b. Take operational responsibility for the delivery of the whole service;
- c. Act as the employer of staff engaged in on-street enforcement activities, traffic regulation orders and signs and lines work as appropriate;
- d. Procure and manage any assets and infrastructure required by the operation as agents for the Commissioner, such as; IT, Radios & Cameras and Vehicles
- e. Take responsibility for all data and information on behalf of the Partnership and respond to any Freedom of Information requests

26. The Partnership will address each of the points above in a Partnership Agreement.:

27. Essex County Council undertakes to indemnify and keep indemnified Colchester Borough Council against all costs liabilities and expenses incurred or suffered in connection with any claim by a former Essex County Council employee ("the claimant") where:

- a. the claimant has, by operation of TUPE, transferred to Colchester Borough Council in connection with the set up/operation of the North Essex Parking Partnership; and

b. the claim arises from, or is otherwise referable to, the claimant's employment with Essex County Council prior to the TUPE transfer date.

28. Essex County Council also undertakes to indemnify and keep indemnified Colchester Borough Council against all costs liabilities and expenses incurred or suffered in connection with any claim by an employee or former employee of Essex County Council ( or by an individual asserting such status) that s/he has, or should have, transferred to Colchester Borough Council under TUPE.

## **Parking Policy framework and Service outcomes**

29. A County wide policy framework will be developed through a collaborative engagement between the representatives of Commissioner and the Parking Partnerships at the Joint Strategic Board.

30. It will contain two main features:

- a. County level – a statement of joint ambition and strategic outcomes sought
- b. District and Borough level – a statement of how the joint ambition and county wide strategic outcomes are reflected in the setting of local priorities, enforcement and pricing policies within each parking partnership's business plan

31. It is intended that the Joint Strategic Board will finalise the policy framework within 6 months of the commencement of the new working arrangements and will then keep in review on an annual basis. A draft summary of the proposed strategic outcomes is set out below:

- a. Reduced congestion and number and severity of traffic accidents;
- b. Reduced negative effect of transport on the environment;
- c. Maintenance of the highway assets of the County;
- d. Improved access to jobs and services;
- e. Encouragement of healthier travel choices and employer travel plans;
- f. Operate with financial sustainability

32. Further explanatory rationale contained in Annex D:

## **Business Planning and Performance Monitoring**

33. An annual business planning process will be undertaken between the Commissioner and each Partnership. This will be timed to align with normal annual planning rounds in County, Districts and Boroughs to ensure synergy with wider decision making and budget setting.

34. The intention is to ensure a collaboratively developed business plan emerges that is both ambitious and achievable. The plan itself will be a short document that will contain, as a minimum, a brief one page statement on the following:

- a. Local policy priorities that reflect county wider outcomes

- b. Joint outcome based strategic success measures for the year ahead
- c. A financial plan
- d. An operating plan with associated key performance indicators
- e. Proposals for innovation and development of the service

35. To embed collaborative working and support the successful transition to the new partnerships, for the first year of operation the annual Business Plan will be in place by the 1st April 2011 and will be reviewed at quarterly meetings between the Commissioner and the Partnership. This will be an officer meeting. Thereafter, the business plan review will move to a 6 monthly interval.

36. In the spirit of a strategic partnership agreement, the focus of performance monitoring will be on the achievement of the agreed set of joint strategic success measures. The intention is that these outcome based measures will express shared success of the strategic partnership and will require both commissioner and partnership to work collaboratively to ensure their achievement. The forum for discussing this will be the Joint Strategic Board.

37. Five strategic success measures for the first year of operation are proposed, as follows:

- a. Practical demonstration of the creation and maintenance of collaborative behaviours and productive relationships between Districts and Boroughs within with each partnership, including the role and behaviour of the lead delivery authority;

- b. Practical demonstration of the creation and maintenance of collaborative behaviours and productive relationships between the Commissioner and each Partnership, including establishing appropriate roles and behaviours within the Commissioning organisation;
- c. Establishing financial stability of the new partnerships;
- d. Optimisation of the opportunities for end to end operational efficiency;
- e. Achievement of consistency in policies, restrictions and enforcement;

38. Detailed operational key performance indicators (KPIs) will be established and reported within each partnership. These will be for the partnership to determine but as a minimum are expected to cover:

- a. Financial – income and expenditure against business plan
- b. Service – [insert details from Tom O, Richard W and Nick B]
  - PCNs
  - TROs
  - Signs and Lines
- c. Operational
  - Staffing performance
- d. [insert others if needed]

39. The partnership will undertake to share their regular operational performance reports with the commissioner for information purposes only and for purposes

associated with the Commissioner's compliance with the Traffic Management Act, such as ensuring the proper use of any surpluses generated.

## **Dispute and Termination**

40. Full details relating to dispute resolution and termination arrangements are contained in the formal contracting agreement at Annex A.

41. In summary disputes will be resolved through the following:

- a. [insert headlines]
- b. [insert headlines]

42. In summary terminations arrangements apply as follows:

- a. The Commissioner shall have the right to terminate the contract...  
[insert short plain English paragraph]
- b. The Partnership shall have the right to terminate the contract... [insert short plain English paragraph]

## **Annex A: Commissioning Contract**

## **Annex B: Financial and Transition Agreement**

1. The Financial Agreement between the Commissioner and the Parking partnerships will include:

a. Operating surplus/deficit for year 1 (2011/12) and year 2 (2012/13).

Whilst investigation continues into the arrangements it is not reasonable to hold the Partnerships to the estimates set out in the Business Case estimates for their years 1 and 2 estimates. Therefore the Partnerships will work to minimise the costs and ECC recognises its liability to reimburse acceptable deficits in years 1 and 2;

b. Implementation costs for year 1 (2011/12). Provisionally these are estimated to be £100,000;

c. A budget across Essex of £500k to be allocated 50% each to the two partnerships will be available for the backlog of Signs and Lines work in 2011/12. The budget will be retained by Essex County Council in 2011/12. The Partnership will determine the priorities and manage the work programme. including the contracting of works. The Partnership will invoice Essex County Council for all work completed.

d. A budget across Essex of £300k to be allocated 50% each to the two partnerships will be available for ongoing maintenance of Signs and



Lines work. The budget will be retained by Essex County Council. The Partnership will determine the priorities and manage the work programme including the contracting works. The Partnership will invoice Essex County Council for all work completed.

- e. Essex County Council will retain the function, budget and continue to commission Traffic Regulation Orders in 2011/12 This will be reviewed throughout 2011/12 and will form part of the Business Planning process for subsequent years.
2. In first year of operation, i.e. 2011/12, the financial agreement between Essex CC and the North Essex partnership will include:
- a. The funding of a £208k deficit put forward in the business case and a commitment to meet an acceptable but yet to be agreed deficit beyond this point. During the first year of operation the partnership will use its best endeavours to contain the deficit within this figure. ECC is committed to meet any figure in excess of this provided that the partnership can demonstrate mitigating circumstances. In particular the validity of the costs must be demonstrated and that these have been wholly and necessarily incurred on behalf of the partnership in the discharge of its functions. The partnership will also be required demonstrate that all reasonable efforts have been made to secure income levels in line with business plan expectations.

- b. The funding of all redundancy costs as part of the set up of the new partnership operation – i.e. within the first six months of the partnership operation;
- c. The funding of essential implementation costs of circa. £100k;
- d. An arrangement for the transition of signs and lines and relevant traffic orders from Essex County Council to the partnership. This includes both function and budget (an ingoing sum towards a plan to address the backlog and when there is a more informed understanding of the position a commitment to negotiate the resources needed to maintain the activity). Specifically:
  - i. in year 1 funding will not be allocated to the partnerships for TRO activity;
  - ii. Essex County Council will make available any TRO resource it has (primarily through the former area offices);
  - iii. there will be no charge to the Partnerships for this work;
  - iv. these arrangements will be facilitated by the ECC Commissioner;
  - v. the partnerships are required to channel these requests through the Commissioner;
  - vi. the information generated from these arrangements will be used to inform the optimum arrangements for TRO activity after year 1. of the transition arrangements and the Partnerships and

Commissioner will work together to determine the operating model thereafter.

3. The delegation to the Partnership also includes Car Parking Enforcement for Epping Forest District Council including the outsource contract until it expires in September 2011. As such Epping Forest will be a fully formed and accountable member of the Partnership from 1 April 2011. When the outsource contract expires the Epping Forest operation will join the rest of the partnership. At that point any reasonable redundancy costs that do arise within the first six months will be met by Essex County Council.

## **Annex C: Scope of Delegated Services**

1. In exercise of the powers contained in Section 19 of the 2000 Act and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 the County Council agrees and arranges that the Parking Partnerships shall discharge on behalf of the County Council such functions and provide such services within the area of this Agreement as are specified in the clauses below.
  
2. The functions and services to which this Agreement relates are:-
  - a. the exercise of all duties and power given to the County Council pursuant to the Designation Order
  - b. the collection of charges for on-street parking within the Permitted Parking Area to include the administration of residents' parking schemes and the collection of charges for permits.
  
3. Without prejudice to the generality of the above it is declared that the functions include:-
  - a. issuing Penalty Charge Notices
  - b. dealing with the representations arising from a) above

- c. taking steps necessary to recover payments due
  - d. subject to the condition set out here, the exercise of the powers for immobilisation and the removal, recovery, storage and disposal of vehicles and collection of charges in connection with the above activities
  - e. the making of all traffic regulation orders in accordance with the statutory procedure laid down in the Procedure Regulations 1996 and enforceable under the 1991 Act and in accordance with the County Council's formally adopted policies (hereinafter called Traffic Regulation Orders).
  - f. the installation and maintenance of signs and lines to support the aforementioned Traffic Regulation Orders
4. The Parking Partnership shall not commence to exercise powers under the 1991 Act for the immobilisation and/or removal of vehicles until the County Council has given consent and then the use of those powers will be in accordance with the County Council's policy. The parties to this agreement hereby agree to exclude the rights of third parties under the Contracts (Rights of Third Parties) Act 1999 to the extent allowed by law.

## Annex D: Parking Policy Framework

1. A summary of the service outcomes that the policies and activities of the Parking Partnerships will contribute to and form the basis of the County level Policy framework is set out below.

a. Reduce congestion and number of and severity of traffic accidents

- Parking restrictions, particularly in the form of charges for parking or limited availability of spaces will tend to reduce the demand for travel into town centres by private car drivers. Congestion experienced by other drivers will consequently reduce.
- Restrictions around junctions will also allow traffic to flow more freely, further reducing the potential for congestion
- Analysis of Road Traffic Collisions (RTC's) has shown that improperly or inappropriately parked vehicles can be a common causal or contributory factor. Parking restrictions can help to reduce the occurrence of this type of parking.
- The positioning of parking bays can also be a major contributor to reduction in traffic speeds in what should be low speed residential or retail areas.

b. Reduce the effect of transport on the environment

- Traffic is a major contributor to reduced air quality levels, particularly traffic which is queuing in areas of limited capacity or obstructed by parked vehicles.

- As well as reducing the wasted engine running time, simply reducing the number of vehicles will have positive effects.

c. Maintain the highway assets of the county

- Reducing the number of vehicles using each road should increase the intervals between major maintenance of the highway. However this benefit is only slight as the predominant reduction is in private cars whilst the majority of damage is caused by heavy goods vehicles.

d. Improve access to jobs and services

- In this sense access is predominantly about public transport availability for those without their own transport or who choose not to use it because of the parking restrictions.
- Former car drivers will create an increased demand for public transport which if acted upon will increase the viability of public transport services generally, with benefits for all users.

e. Encourage healthier travel choices and employer travel plans

- Some drivers will switch to alternative travel methods such as walking and cycling, either for recreational or commuting purposes.

- This will improve the individual's level of fitness and health, though it should be borne in mind that cyclists in particular are amongst the most vulnerable to accident and injury.
- Depending on the availability of parking facilities at the place of work, parking restrictions may encourage companies to take a look at their employees travel habits.
- Companies may assist in reducing the overall level of dependence on the private car by assisting in car sharing arrangements or they might provide facilities such as cycle parking, changing rooms and showers.

These wider benefits should always be taken into account when considering the need for the Parking Partnerships to retain an overall coordinating role between highway, traffic and parking management roles and also when conversing with the public, officers or members about the overall justification for parking controls, restrictions, charging and enforcement.



## **Report to the Cabinet**

**Report reference: C-068-2010/11**

**Date of meeting: 7 March 2011**



**Epping Forest  
District Council**

**Portfolio: Environment**

**Subject: Pest Control Contract**

**Responsible Officer: J Gilbert (01992 564062)**

**Democratic Services Officer: G Woodhall (01992 564470)**

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### **Recommendations/Decisions Required:**

- (1) To consider the following options for the pest control service when the existing contract ends at the end of June 2011:**
  - (a) cease the treatment service in its entirety; or**
  - (b) provide a treatment service through a normal service contract or an alternative approach such as "a preferred contractor", service sharing with another Council or the re-provision of an in-house service;**
- (2) To impose a charge for all treatments;**
- (3) To note that Santia has been taken into administration and that the business has been acquired by Rentokil plc;**
- (4) To novate the existing contract to Rentokill plc for the remaining contract period;**
- (5) To waive contract standing orders in order to enable a short term contract with Santia/Rentokil (or another provider if necessary) beyond the end of June 2011 and if necessary with differing contract terms to the existing, to facilitate the completion of a EU procurement exercise;**
- (6) To waive contract standing orders C3(4) and C4 until the 30<sup>th</sup> June 2011 in order to allow, subject to continued satisfactory performance, orders to be placed for pest control services on a monthly basis with Rentokill plc on the same terms as the current contract; and**
- (7) To receive a further report at a future Cabinet on the outcome of the procurement exercise along with options for the setting of fees and concessions and any matters arising from the administration.**

### **Text to support additional/revised recommendations:**

1. Since the preparation of the original report to Cabinet, Santia, the company providing the pest control service to the Council has gone into administration. As part of that process the business was purchased by Rentokil plc. Since being made aware of that situation, officers have been in discussions with Rentokil and the Administrator regarding the future of

the existing contract. The position is broadly as follows:

(a) Rentokil has stated that it intends to continue with the contract in its present format until it expires at the end of June 2011. Staff from Santia have moved over to Rentokil and are continuing to provide a service to the Council's residents;

(b) Rentokil in purchasing Santia did so with no encumbrances, and therefore any credits or debits existing between the Council and Santia are now held by the Administrator. The outcome of this is that the Council will be required to pay money to the Administrator but this would in any event have been paid in due course to Santia; and

(c) officers are working to novate the contract from Santia/the Administrator to Rentokil but in the meantime services are being provided and paid for through the use of purchase orders.

2. This unfortunate event has added a layer of complication. Recommendation (1b) sets out some potential options for the future approach to the service, but some of these will take time to develop and then consider. It is therefore possible that the any procurement exercise may not be completed in time for the end of the current contract at the end of June 2011. Unless Cabinet is content for there to be a break in service, at what is a particularly busy time during the summer, consideration needs to be given to putting some temporary arrangements into place whilst the procurement exercise is concluded.

3. The main Cabinet report informs Members that there is no likelihood of being able to structure a new contract on the same terms as the existing one, especially given that the contract has gone into administration on the back of poor financial returns. Therefore, if the Council wishes to ensure continuity of service beyond the end of June, the only way this can be achieved is to enter into negotiations with Rentokil to extend the contractual arrangement, or with another provider but recognising that payment terms may have to change. New recommendations therefore suggests that contract standing orders be waived so that negotiations can take place with Rentokil or another provider in respect of an extension or interim replacement in order to enable service continuity whilst completing the procurement exercise.

4. In the intervening period and in order to have continuity of service, we need to formalise our arrangements with Rentokil. This can be achieved by firstly, having the authority to place orders with them on a monthly basis until the present contract has been novated and secondly novating the contact.