

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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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

Matthew Young, Head of Street Services, 01206 282902
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:

- 1st April
- 1st July
- 1st October
- 1st 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 %
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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 are 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