

Colchester, Braintree and Uttlesford

The Parking Partnership

A Combined Parking Service for Colchester, Braintree and Uttlesford

Joint Committee Agreement 2008-2014

Between:

Colchester Borough Council

&

Braintree District Council

&

Uttlesford District Council

October 2008

Introduction

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

1. **This Agreement** made the day of 2008 Between:

 (1) **Colchester Borough Council** of Town Hall, High Street, Colchester, CO1 1FR (“Colchester”) (2) **Braintree District Council** of Causeway House, Bocking End, Braintree, CM7 9HB (“Braintree”) and (3) **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”.
2. This Agreement for an initial period of 5 years from 1 April 2009, 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 5 years.
3. The Partner Authorities have agreed that Colchester shall be the lead Authority for the Joint Parking Service.

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1. Preamble

1.1 Operational/Policy context for the funding partners

Prior to this agreement, the partner authorities all operated their own discrete parking services. In planning their services, each 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 the council.

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 the county council's decriminalised Civil Parking Enforcement scheme.

This document aims to outline the control and leadership of the joint parking service parking 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 the County Council'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.

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

1.2 Key Contacts

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

2. Service Level

2.1 Strategic

The vision and aim of the combined parking service 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”.

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 renegotiation of the contract with the Essex County Council ("ECC"), to make best use of funding under the DPE scheme.

2.2 Baseline Services

The baseline services in relation to the Partner Authorities parking functions are as follows:

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
Back Office – staff	✓	✓	✓	Retain services in-house with distance management	Transfer staff posts to Colchester Back Office.
Back Office – Case management notice processing	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester Back Office.
Back Office – Email monitoring generic inbox for council parking	✓	✓	✓	Examine technology and transfer to Colchester if possible	Transfer to Colchester permanently
Back Office – Generation of exemption permits (waivers, dispensations, etc.)	✓	✓	✓	Transfer to Colchester	Transfer to Colchester permanently
Back Office – Generation of Season Tickets	✓	✓	✓	Transfer to Colchester	Transfer to Colchester permanently
Back Office – Incoming Post & Allocation	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester (and redirect the PO Box delivery)
Back Office – incoming telephone – Advice and guidance on Penalty Charge Notices and the enforcement legal system through to Appeal and collection	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester (and redirect the telephone line/number)
Back Office – Invoice receipt checking, coding, signing off	✓	✓	✓	Retain services in-house with own management	Retain at client authority for joint committee invoicing, income, asset related invoices. Transfer

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
					elements to Colchester where this relates to the service functions.
Back Office – Make decisions on challenges within the remit of the TMA2004/RTRA1984 (etc.) as appropriate (according to local protocols)	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester permanently
Back Office – Manage the progression of all caseload correspondence (from first challenge through to Debt collection)	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester permanently
Back Office – Monitoring Performance: Pro-active reporting of potential problems noted throughout the service area – trend analysis contraventions/compliance	✓	✓	✓	Transfer to distance management from Colchester	Transfer to Colchester permanently
Back Office – NPAS/TPT Appeals	✓	✓	✓	Transfer to Colchester	Transfer to Colchester permanently
Back Office – location of person able to give advice	✓	✓	✓	Retain a Reception/Customer service desk function but limit this to provision of a form to complete for ‘appeals’.	Retain at client authority for walk-in ‘appeals’ (at Reception customer service desk) where a form to fill in should be provided, these to be sent to Colchester. Transfer other elements to Colchester where this relates to the service functions.

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
Back Office – Receive and deal with ‘post in’ banking / cost centre queries	✓	✓	✓	Retain services in-house with own management	Transfer postal PO Box to divert to Colchester
Back Office – Receive cash and cheque (etc.) payments and reconcile	✓	✓	✓	Retain services in-house with own management	Transfer to Colchester.
Back Office – Receive telephone payments to cash receipting system/Customer Service Office & reconcile with system	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester.
Back Office – Renewal of exemption permits (waivers, dispensations, etc.)	✓	✓	✓	Transfer to Colchester	Transfer to Colchester.
Back Office – Renewal of Season Tickets	✓	✓	✓	Transfer to Colchester	Transfer to Colchester.
Back Office – Resident Permit issuing	✓	✓	✓	Transfer to Colchester	Transfer to Colchester (investigate outsourcing printing and posting).
Back Office – Scanning	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester.
Back Office – Smart Card/M-Parking/Multi ticket Sales	✓			Retain services in-house with distance management	Sales and top-ups as Permits
Back Office – Use of IT system and database	✓	✓	✓	Retain services in-house with distance management	Transfer database to new merged (but separately reportable district) system at Colchester.
Back Office – Banking & Cost Centre coding of car park income	✓	✓	✓	Retain services in-house with own management	Transfer to Colchester. Some client function to be retained at authorities where it relates to

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
					asset and direct payment.
Front Office (CSC) – solution of customer queries in person, e.g. parking penalties, permits	✓	✓	Provision of forms or via Internet. No personal contact with back office as all has to be in writing.	Retain services in-house with own management	Retain at client authorities. Provision of forms or via enhanced Internet. No personal contact with back office as all has to be in writing.
H&S – Report aspects and impacts of environmental occurrences and take any immediate actions necessary.	✓	✓	✓	Retain services in-house with own management	Transfer to Colchester.
H&S – Responsible for all equipment issued and security and continuity of all data therein	✓	✓	✓	Retain services in-house with own management	Transfer to Colchester.
H&S – Toolbox talks	✓	✓	✓	Retain services in-house with own management	Transfer to Colchester.
H&S – Written fault/damage reports and knowledge of emergency system	✓	✓	✓	Retain services in-house with own management	Transfer to Colchester.
H&S – Written reports and statistics			✓		Transfer to Colchester.
Strategy – Formulation and review of Development Plan and Strategic Policies			✓		Transfer to Colchester.
Strategy – Formulation of fees and charges updates and implementation of special	*	*	✓	* - Review not required until after joint committee arrangements in place, except at	Transfer to Colchester.

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
offers and promotions				Colchester.	
Strategy – Formulation of parking, enforcement, operational, and cancellation policies, harmonisation of codes of practice.	*	*	✓	* - Review not required until after joint committee arrangements in place, except at Colchester.	Transfer to Colchester.
Strategy – developing ideas for the longer term vision for the service	*	*	✓	* - Review not required until after joint committee arrangements in place, except at Colchester.	Transfer to Colchester.
Strategy – Responsible for all necessary steps to ensure status is maintained under Investors in People and national awards such as Park Mark and consider other appropriate accreditations such as the Institute of Parking Professionals and British Parking Association and continue to be a partner in the East Anglian Parking Forum	*	*	✓	* - Review not required until after joint committee arrangements in place, except at Colchester.	Transfer to Colchester.
Strategy – Provide all appropriate performance figures in order to allow authorities to report Best Value Performance Indicators to the Audit Commission, Essex County Council, Department for Transport, Transport Penalty Tribunal	*	*	✓	* - Review not required until after joint committee arrangements in place, except at Colchester.	Transfer to Colchester.

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
Strategy – Continue to implement all the service specific actions in the current business plan; working with the business partners and the county council, contribute to the development of the next Business Plan; and report as required by the committee, development plan and legislation	*	*	✓	* - Review not required until after joint committee arrangements in place, except at Colchester.	Transfer to Colchester.
Strategy – Give advice and support to the wider parking community, in accordance with the requirements of a TMA and RTRA and in recognition of the status and size of the joint service, commensurate with the amount of resources available at any one time	*	*	✓	* - Review not required until after joint committee arrangements in place, except at Colchester.	Transfer to Colchester.
Manager – Implement and comply with the Business Plans and Development Plans approved by the Partner Authorities' Executives and/or the Joint Committee from time to time.	*	*	✓	* - Review not required until after joint committee arrangements in place, except at Colchester.	Transfer to Colchester.
Manager: Appraisals – of reporting staff, assessment of training needs (liP)	✓	✓	✓	Retain services in-house with own management	Transfer to Colchester.
Manager – Contribute as appropriate to the broader objectives of client authorities as set out in their Corporate and/or Strategic	✓	✓	✓	Retain services in-house with distance management, referring to own management	Transfer to Colchester.

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
Plans and Transport Strategy documents and to work with appropriate service areas of client authorities or the county council to achieve this				in escalated cases	
Manager – In relation to parking matters, represent client authorities as appropriate at County; Regional; National; and International level and take a lead both regionally and nationally in the field of enforcement issues in parking including TMA/RTRA	✓	✓	✓	Retain services in-house with distance management, referring to own management in escalated cases	Transfer to Colchester.
Manager: Communication (written, verbal, face to face) with public, to and from colleagues at all times (mobile, radio and in meetings) advice, guidance, clarification, problem solving.	✓	✓	✓	Transfer face-to-face contact entirely to front office reception with own management	Client authorities retain face-to-face contact entirely to front office reception with own management, with recourse to Colchester for advice if necessary.
Manager: Image: corporate, clothing, uniform, letterhead	✓	✓	✓	Retain services in house with existing stock	Transfer to Colchester with local identifier on corporate image
Manager: Receive and deal with escalated incidents and intervene to diffuse potential conflict situations	✓	✓	✓	Retain services in-house with distance management, referring to own management in escalated cases	Transfer to Colchester.
Manager: Recruitment	✓	✓	✓	Refer to Joint Committee for vacancy planning	Transfer to Colchester – distance management with appropriate representation from each council

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
Manager: Responsible for Staff and work planning for managed staff	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester.
Manager: supervision of PAs/CEOs	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester under distance management.
Operations – Cones & signage scheduling as appropriate and setting out to order, e.g. suspensions, football, special events, suspensions)	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester.
Operations – Enforcement staff, fully equipped, correctly and fully attired for duty (in accordance with guidance, local procedures & regulations)	✓	✓	✓	Retain in locality	Transfer to Colchester but retain in locality, distance managed.
Operations – Manage <i>Just in Time</i> service stock of spares and ticket stock	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester but retain small in locality if possible.
Operations – Provide cover for other senior/supervisor/PAs/CEOs leave and sickness	✓	✓	✓	Retain services in-house with distance management and assistance (planned) from partner organisations	Transfer decision making to Colchester.
Operations – Training to NVQ2 standard and local processes and procedures	✓	✓	✓	Retain services in-house with distance management and assistance (planned) from partner organisations	Transfer to Colchester.
Operations – Data transfer & storage (inc. pocket books, unit upload/download, cameras, charging, etc.)	✓	✓	✓	Retain services in-house with distance management and assistance (planned) from partner organisations	Transfer to Colchester. Downloading to be connected to Colchester database.

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
Operations – Supervisors responsible for ensuring team is fully equipped and correctly and fully attired and prepared for duty (inc. all daily requirements, sector allocation list and identification)	✓	✓	✓	Retain services in-house with distance management and assistance (planned) from partner organisations	Transfer to Colchester but retain in locality, distance managed by roaming supervision.
Operations – Use of IT system and database	✓	✓	✓	Retain services in-house with distance management	Transfer database to Colchester.
Operations – Work as part of a team buddy system (inc. H&S responsibility for buddy)	✓	✓	✓	Retain services in-house with distance management	Transfer decision making to Colchester.
Operations – Work under own initiative with buddy under minimal supervision	✓	✓	✓	Retain services in-house with distance management	Transfer decision making to Colchester.
Operations – Maintain an operate stock and storage for tickets and parking machine and handheld computer spares including an appropriate storage facility at Colchester and any storage facility provided by Braintree and Uttlesford for the purposes of the Joint Parking Service from time to time	✓	✓	✓	Retain services in-house with distance management	Transfer decision making to Colchester.
Operations – Provide a signage, design and coning service both to meet a range of in-house needs (and as a commercial service)	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester.
Project – Assist with setting up new Joint Committee operation	✓	✓	✓	Transfer any management capability to Colchester	Temporary during project transfer.

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
Car Park – opening hours baseline	Georges Yard: open 24 hrs and staffed 0800-1730	Pay & display only	St Mary's: open 24 hrs and staffed 0800-1730 St John's: open and staffed 0720-1900	Retain services in-house with distance management	Transfer decision making on opening hours to Colchester. Any lesser hours only to be in consultation with the client authority.
Car Park – Care for, manage and make accessible the parking stock held by authorities	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester
Car Park – operate and staff customer service role in staffed off street car park (e.g. multi-storey)	✓		✓	Retain services in-house with distance management	Transfer staff to Colchester to remain locally based, with roaming supervision from Colchester.
Car Park – Daily maintenance of pay and display machines	✓	✓	✓	Retain services in-house with distance management	
Car Park – Repair and improvement of pay and display machines	✓	✓	✓	Retain services in-house with distance management	Transfer decision making to Colchester and harmonise process. Recommendations for machines changes or updates to be made by Colchester to the Joint Committee.
Car Park – Maintenance of pay on foot machines			✓ (contract)	Retain services in-house with distance management	Transfer decision making to Colchester and harmonise process. Recommendations for machines changes or updates to

Task	Current arrangement			Interim arrangement whilst project underway	Future joint committee arrangements (to be delegated to Colchester)
	Braintree	Uttlesford	Colchester		
					be made by Colchester to the Joint Committee
Car Park – Collection of cash	✓ (in- house by CEOs)	✓ (contract)	✓ (in-house by Car Park staff)	Retain services in-house or as contract with distance management	Transfer decision making to Colchester and harmonise process. Uttlesford contract ends June 2009. Recommendations for changes to be made by Colchester to the Joint Committee
Car Park – Provision of appropriate technical advice to the building maintenance processes	✓	✓	✓	Retain services in-house with distance management	Transfer to Colchester (not to include any responsibility for the assets). Recommendations for changes or updates to be made by Colchester to the Joint Committee
Car Park – Develop and conduct appropriate offers and strategies detailed in the Development Plan and any subsidiary documents to not only increase visits and usage but also to improve the perception of parking					

2.3 Specific Limits and Requirements

Colchester (as the Lead Authority) shall ensure that:

- 2.3.1 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 6).
- 2.3.2 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.
- 2.3.3 The Joint Parking Service 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.
- 2.3.4 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.
- 2.3.5 Any goods services signage, tickets, spares, stock, computers, other equipment or property purchased as part of the Joint Parking Service and which is wholly or partly funded from the Joint Parking Account will, so far as possible, be procured so that if this agreement 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 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 Colchester, Braintree or Uttlesford then they are recorded in Colchester, Braintree or Uttlesford's name and be so attributable at the dissolution.
 - (d) All acquisitions or additions to the Joint Parking Service 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.

2.4 Inclusions - the Partner Authorities agree that:

- 2.4.1 Colchester, Braintree 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.

- 2.4.2 Colchester signage, tickets, spares, stock, computers and other equipment may be stored at Braintree and Uttlesford storage facilities without any charge over and above the Annual Contribution.
- 2.4.3 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 joint parking service.
 - (c) Investigate complaints about the operation of the Joint Parking Service.
 - (d) Respond to requests for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2005.
- 2.4.4 Colchester grants Braintree 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).
- 2.4.5 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 and Uttlesford or the right to grant the same on behalf of Braintree and Uttlesford, except for the granting of access licenses under Road Traffic Regulation Act 1984.
- 2.4.6 Any intellectual property created by or on behalf of the Joint Parking Service shall, to the extent that it relates to Colchester, Braintree and Uttlesford's asset base or Colchester, Braintree and Uttlesford's sites belong to Colchester, Braintree or Uttlesford respectively.
- 2.4.8 Each Partner Authority will handle and respond to Freedom of Information Act requests concerning their respective Authority aspects of the Joint Parking Service.
- 2.4.9 Each Partner Authority will notify the lead authority of any FOI requests received which relate to the functions of the Joint Committee.
- 2.4.10 All employees employed in the Braintree and Uttlesford Parking Services on 31 March 2009 shall transfer to Colchester with effect from 1 April 2009.

2.5 Exclusions – the Partner Authorities agree that:

- 2.5.1 The following areas are excluded from the Joint Parking Service 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 (as set out in paragraphs 2.2 and 2.3) apart from when there is an overriding operational issue, such as a health and safety matter, that necessitates a short-term closure
- 2.5.2 Decisions in these areas to will be agreed through the usual political decision making process of each Partner Authority.
- 2.5.3 Each Partner Authority shall inform the others of any proposals to make any decision under paragraph 2.5.1 above so that the Business Plan might be revised at the Joint Committee.
- 2.5.4 The following functions will not be delegated to the Joint Committee:
- (a) Ownership/Stewardship of Car-park assets, including maintenance, repair and upgrading, other than minor work carried out during day to day operations.
 - (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 joint service. The Partner Authorities will not have direct access to back office staff (except recourse to Colchester for telephone advice if necessary).
- 2.5.6 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.

3. Funding Arrangements

3.1 Annual Contribution

3.1.1 The level of funding for each year from 2009/10 in relation to the Joint Parking Service will be decided annually by the Partner Authorities, based on a rolling three-year Business Plan developed by the Joint Committee.

3.1.2 Colchester as the operational provider of the Joint Parking Service in consultation with the other Partner Authorities will prepare an annually updated three-year Business Plan. The Joint Committee will consider and endorse 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 5 of the Agreement subject to a condition precedent that the Joint Committee will approve a Plan only if it is agreed by all three Partner Authorities.

3.2 Schedule of payments

3.2.1 Braintree and Uttlesford shall pay its 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

3.3 Insurance

3.3.1 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 in 3.1

3.3.2 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 Joint Parking Account.

3.3.3 Colchester shall comply with any request made by Braintree or Uttlesford for the purpose of facilitating the procurement, administration and maintenance of any insurance relating to the parking service.

3.4 Accounting

3.4.1 Colchester shall maintain a ring fenced cost centre within its general fund to be referred to as the Joint Parking Account. The account shall include:

- (a) money paid by, Braintree and Uttlesford to Colchester under this Agreement
- (b) money approved to be transferred into the account by Colchester as part of its annual budget setting process (which for the 2009-10 year shall be the amount set out in paragraph 3.2.1).
- (c) Income received by Colchester with respect to the Joint Parking Service.
- (d) Expenditure incurred by Braintree, Uttlesford or Colchester with the consent of the Joint Committee on the direct provision of the Joint Parking Service (but not expenditure which this agreement prevents from being charged to the Joint Parking Account).
- (d) Other expenditure incurred by Braintree, Uttlesford or Colchester other than on direct provision of the Joint Parking Service but which is properly chargeable to the Joint Parking Service in accordance with proper accounting practices.
- (e) Expenditure on any legal claim brought against the joint parking service (whether against the Joint Committee or Colchester, Braintree or Uttlesford and whether or not arising out of premises).

3.4.2 Colchester shall ensure that money paid or transferred into the Joint Parking Account is only applied to the expenses of the Joint Parking Service and shall not transfer or pay any money out of the Joint Parking Account except in accordance with this agreement or with the written permission of Braintree and Uttlesford.

3.4.3 Revenue Income due to any Partner Authority from the cashbox or enforcement will be credited to the respective Authority and retained in a separate account in the meantime.

3.5 Budget Surplus or Deficit

3.5.1 In the context of a net budget of close to £15 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 £100,000 Partner Authorities may agree that the surplus or deficit is to be eliminated by making an adjustment to the annual contribution.

3.6.1 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 equal 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.

3.7 Budget Setting for the Joint Parking Service

3.7.1 In 2008 and subsequent years of this Agreement the Partner Authorities shall, when they each set their annual general fund budget, fix the amount that they commit to pay or transfer into the Joint Parking Account ("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.

3.7.2 The same provisions as mentioned in paragraph 3.7.1 shall apply to ECC's Decriminalised Parking Surplus Fund.

3.8 Capital Expenditure

3.8.1 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.

3.8.2 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 Committee 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) ECC or legislation does not require it so.

3.9 Audit

3.9.1 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.

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

4. Joint Committee Governance Arrangements

4.1 Both Colchester and Braintree are operating executive arrangements and Uttlesford is operating alternative arrangements all in accordance with the Local Government Act 2000.

4.2 The Partner Authorities have agreed to form a joint committee to manage the Joint Parking Service 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.

4.3 The Partner Authorities have agreed:

- (a) to form a Joint Committee with effect from 8 December 2008 to be known as the “Colchester, Braintree and Uttlesford Joint Parking 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 section 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.

4.4 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 such Partner Authority committing that authority to membership of the Joint Committee and to the terms and conditions of this Agreement.

4.5 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.

5. Constitution of the Joint Committee

5.1 Membership

- 5.1.1 The membership of the Joint Committee will comprise six members two from each of the Partner Authorities (“the Committee Members”).
- 5.1.2 Colchester and Braintree shall each appoint an Executive Member whose portfolio responsibilities includes parking and or resources.
- 5.1.3 Uttlesford shall appoint a member of a policy committee whose terms of reference includes parking.
- 5.1.4 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 Colchester and Braintree they remain a member of the Executive and in relation to Uttlesford they remain a member of the appropriate policy committee and have been appointed by the Partner Authority to be or remain a Committee Member.
- 5.1.5 Each Partner Authority shall notify the Clerk to the Joint Committee of the name and contact details of its Committee Members and Substitute Members.
- 5.1.6 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.
- 5.1.7 Each Partner Authority may send appropriate officer(s) to meetings of the Joint Committee (or any Sub-Committee) to support its Committee Members.
- 5.1.8 Subject to paragraph 5.19, each Committee Member shall have one vote at meetings of the Joint Committee or any Sub-Committee.
- 5.1.9 In the case of an equality of votes the person presiding at the meeting shall have a second or casting vote.
- 5.1.10 All voting shall be by a show of hands, unless the provisions of paragraph 5.1.11 below apply. Any question coming before the Joint Committee shall be decided by a simple majority of those present and voting.
- 5.1.11 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.

5.2 Support to the Joint Committee

- 5.2.1 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.

5.2.2 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-Committee s, 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.

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

“The Clerk to the Colchester, Braintree and Uttlesford Joint Parking Committee, Town Hall, High Street, Colchester, CO1 1FR”

5.3. Meetings of the Joint Committee

5.3.1 The Joint Committee will meet at least four times in each municipal year. The 2008-09 meetings are scheduled for: January 2009; and March 2009. These timed meetings are designed to allow budget proposals for the Joint Parking Service 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.

5.3.2 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.

5.3.3 The quorum for a valid meeting of the Joint Committee shall be three members at least one of whom must be from each Partner Authority.

- 5.3.4 The Chairman of the Joint Committee will be alternated between 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.
- 5.3.5 At each Annual General Meeting the Joint Committee shall determine and approve the programme of meetings to take place over the following year.
- 5.3.6 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.
- 5.3.7 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.
- 5.3.8 The meetings of the Joint Committee will whenever possible alternate between venues in Colchester, Braintree and Uttlesford, and so if one is held in Colchester then the next will be held in, Braintree then Uttlesford.
- 5.3.9 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.
- 5.3.10 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 .
- 5.3.12 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.
- 5.3.13 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.

5.3.14 Minutes of the Joint Committee shall (subject to the provisions of paragraph 5.3.13 above) be available to the public and press as though they were minutes of a meeting of a Partner Authority.

5.3.15 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.

5.4. Level of Joint Committee Decision Making

5.4.1 The Joint Committee will be responsible for:

- (a) managing the provision of the Baseline Services contained in section 2 of this Agreement
- (b) agreeing Three Year Development Plans for the Joint Parking Service.
- (c) agreeing all new, or revised, policies (such as enforcement and operational policies)
- (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 Joint Parking Service to be proposed to each Partner Authority's appropriate decision-making body for final approval
- (f) agreeing annual budget proposal to be made to each Partner Authority's appropriate decision making body for final approval
- (g) making budget decisions related to the use of/funding of end of year surplus or deficit situations and transitional employee savings
- (h) determining whether the Joint Service should continue as a member of the British Parking Association and any other partnership arrangements.
- (i) accounting to ECC for decriminalised parking funds on behalf of each of the Partner Authorities.

(j) functions under 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 of , Colchester, Braintree or Uttlesford

5.4.2 The Joint Committee may not delegate:

(a) The functions referred to in 5.4.1(a)-(i) above;

(b) Any decision to cease to provide any of the Baseline Services contained in section 2 of this Agreement.

5.4.3 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 Joint Parking Service 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.

5.4.4 Operational details will be delegated by the Joint Committee to officers as set by the annual Joint Committee Agreement and the three year Development Plan (initially in 2008/2009 by a one year interim plan) will be determined within this framework with operational implementation and decisions being taken by appropriate officers from the Partner Authorities.

5.5. Monitoring and Assessment

5.5.1 The Joint Committee will be responsible for monitoring and assessing the Joint Parking Service in terms of its:

(a) general 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 (during 2008-09 the joint parking service will be covered by an interim one year development plan only)

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

5.6 Scrutiny Arrangements

- 5.6.1 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.
- 5.6.2 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
- 5.6.3 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

- 5.6.4 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 or Braintree their Executive, and in the case of Uttlesford 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.
- 5.6.5 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.
- 5.6.6 The call-in procedure set out in paragraph 5.6.5 above shall not apply where the decision or action being taken by the Joint Committee is certified by the Joint Committee as urgent.
- 5.6.7 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.

- 5.6.8 Where a scrutiny committee of a Partner Authority has formed recommendations on proposals for policy development as referred to in paragraph 5.6.7 above, a scrutiny committee shall prepare a formal report and submit it for consideration by the Joint Committee.
- 5.6.9 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.
- 5.6.10 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.
- 5.6.11 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.
- 5.6.13 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.
- 5.6.14 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.
- 5.6.15 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.
- 5.6.16 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.

5.7 Conduct and expenses of members

- 5.7.1 All Committee Members shall observe at all times the provisions of the Code of Conduct adopted by their respective Authorities.
- 5.7.2 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.

5.8. Liability of Joint Committee Members

- 5.8.1 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.
- 5.8.2 Where any contractual arrangements are authorised by the Joint Committee, any liabilities arising under those arrangements will be met by the relevant Partner Authority.
- 5.8.3 Indemnification for any liabilities which arise shall be resolved as a matter between the Committee Member and their respective Authority.

6. Dissolution Arrangements

6.1 Criteria

- 6.1.1 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 .
- 6.1.2 A Partner Authority may terminate this Agreement if another Partner Authority commits a fundamental breach of this Agreement.
- 6.1.3 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.
- 6.1.4 The Partner Authorities may agree alternative termination arrangements from time to time.
- 6.1.5 The provisions of section 6 of this Agreement shall survive the termination of this Agreement.

6.2 Financial liability on dissolution

- 6.2.1 At the termination of this Agreement Colchester shall as soon as practical draw up accounts showing the financial out-turn of the Joint Parking Account.

6.2.2 The Joint Parking Service shall be managed so that as the final out-turn of the Joint Parking Account is as close to zero as possible.

6.2.3 Any surplus or deficit on the Joint Parking Account shall be settled/distributed in the following shares:

Braintree 33%: Uttlesford 33%: Colchester 34%

6.3 Transfer of Staff

6.3.1 In this paragraph "Braintree and Uttlesford's New Provider" means the person operating Braintree and Uttlesford's parking from the date upon which this Agreement terminates (Braintree and Uttlesford's New Provider may be Braintree or Uttlesford).

6.3.2 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 and Uttlesford's parking shall transfer to Braintree and Uttlesford's New Provider.

6.3.3 Other employees shall continue to be employed by Colchester, unless the parties agree otherwise.

6.3.4 Colchester shall use all reasonable endeavours to ensure that their employees co-operate with , Braintree and Uttlesford's New Provider for a period of 1 year after the termination of this Agreement in order to effect a seamless transfer of Braintree and Uttlesford's parking' to Braintree and Uttlesford's New Provider.

6.3.5 For the purpose of facilitating the transfer of any person's employment from Colchester to Braintree and Uttlesford's New Provider, Colchester shall supply to Braintree and Uttlesford promptly on request such information as Braintree and Uttlesford shall reasonably require (including information required under TUPE legislation) in order to facilitate the transfer of employees from Colchester to Braintree and Uttlesford's New Provider.

6.4 Assets

6.4.1 Subject to paragraph 6.4.2, 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.

6.4.2 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.

6.5 Property

- 6.5.1 Title to the following property shall be transferred to Braintree and Uttlesford on the termination of this agreement:
- (a) All property belonging to Colchester which is or used at in Braintree 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 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
- 6.5.2 All property belonging to Braintree and Uttlesford but in Colchester's possession shall be returned to Braintree and Uttlesford immediately upon termination of this Agreement.
- 6.5.3 Colchester shall promptly supply Braintree and Uttlesford with a copy of all intellectual property which belongs to Braintree and Uttlesford or which Braintree and Uttlesford are entitled to use (such copy to be supplied in such format as Braintree and Uttlesford shall reasonably require).
- 6.5.4 Colchester shall provide reasonable assistance with the installation of any software on any computer equipment.
- 6.5.5 The duties in paragraph 6.5.4 shall continue for one year from and after the date of termination.
- 6.5.6 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 Braintree, Uttlesford and Colchester contained in paragraph 6.2.3 above.

7. Review of this Agreement

- 7.1 The Partner Authorities shall keep this Agreement under review. The Joint Committee may from time to time make recommendations about changes to this Agreement.
- 7.2 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.

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- (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.

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 Officer

Authorised Officer

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

Authorised Officer

Authorised Officer