

**Report to:** Off Street Sub Committee, Parking Partnership

**Date:** December 2012

**Subject:** North Essex Parking Partnership Off-Street Operational Report

**Author:** Richard Walker, NE Parking Partnership

**Presented by:** Emma Day and Emma Powell, Enforcement Manager, NE Parking Partnership

## **1. Introduction and Purpose of Report**

- 1.1 The report gives update of any Parking Partnership off-street operational issues since the last Joint Committee meeting in October 2012.
- 1.2 The report is presented for information and scrutiny and for ease of reference the following section has again been organised using relevant operational headings.

## **2. Detailed considerations**

### **2.1 Recruitment / Structure**

- 2.1.1 Following the restructure of the enforcement teams in October, recruitment has been successfully completed for the Team Leader positions across the three hubs. With these positions now in place, we can ensure that efficiencies are achieved and the business case remains on target. Area Manager positions have recently been advertised and interviews will be held in December.
- 2.1.2 The merger with Epping Forest team on 1st October 2012 was successful. Three teams are now fully operational in each HUB and recruitment continues to bring each team up to its full CEO allocation.
- 2.1.3 Recruitment continues and new staff will be starting during October and November. Further interviews are being held in December and recruitment will continue early in the New Year.
- 2.1.4 In the back office, we are in the process of recruiting for further case officers, with interviews taking place at the beginning of the New Year.

### **2.2 Accommodation**

- 2.2.1 The new central hub at the Latton Bush Centre in Harlow for the Western Enforcement Team is now fully operational. The facilities have been adapted and accommodate both the Harlow and Epping Forest teams which now combined, forming the new Western Team.
- 2.2.2 The new base has now been equipped fully with the necessary IT to allow all staff to access all Colchester Borough Council led systems, including the Intranet.
- 2.2.3 The technical team is using Latton Bush when dealing with machine maintenance and it can also be used when necessary as a base for lines and signs maintenance for the west of the partnership.

### 2.3 Performance measures

2.3.1 Off-street PCN issue rates overall appear to have remained consistent since the start of the extended Partnership, although there is variation between districts.

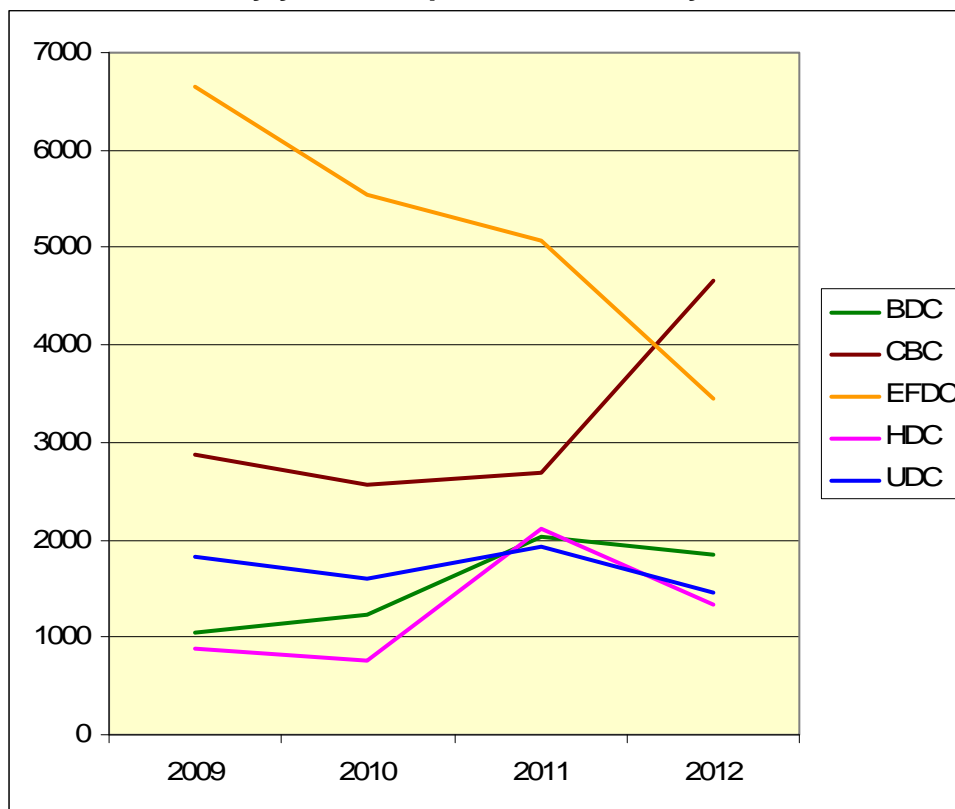
2.3.2 Based on comparisons of issue rates from April to the end of November year on year the Epping Forest car parks have been in decline since 2009, a trend which is still in evidence and warrants further investigation as there is a long term trend appearing. Insufficient time has elapsed since the Partnership has been operating but this is being monitored.

2.3.3 Colchester issue rates increased with the addition of additional car parks at West Mersea and evening tariffs in the town from April 2012. Other districts continue much as they have been with minor fluctuations.

**PCN issued April – November (off street)**

	2009	2010	2011	2012
Braintree	1041	1238	2029	1855
Colchester	2879	2570	2693	4664
Epping Forest	6641	5548	5064	3441
Harlow	882	756	2120	1333
Uttlesford	1828	1601	1933	1452
Totals – Off Street	13271	11713	13839	12745

**PCN issues by year for April – November, years 2009-2012**



2.3.4 This fluctuation in issue levels warrants more investigation to see if there is any other pattern, but broadly it is still felt to be due to staff numbers and the need to train new staff.

## **2.4 Back Office**

- 2.4.1 There has been a steady increase in the office workload with the inclusion of Epping Forest with the administrative caseload increasing to a higher level with more challenges and representations being made within the last 9 months of operation.
- 2.4.2 The off-street service level document is presented in a further report for consideration and will be used in the budget-planning process.

## **2.5 Future work**

- 2.5.1 Cashless parking began in August 2012 when the Colchester off-street system was made. The intention is to roll out the system in car parks. Braintree systems are in live test awaiting final details. We have tested the season ticket service in Colchester successfully.
- 2.5.2 We are looking to consolidate the projects under way over winter in order to complete the 4-step efficiency schedule in the Business Plan. This will include investigations into cash collection and further database, website and income management work.

## Appendix

### Level of enforcement

NEPP operates both on-street enforcement on behalf of the county council and also off-street enforcement in most areas on behalf of the district/borough councils too.

The NEPP operation consists of enforcement, back office and technical operations sections.

There is an important distinction in the legislation used in parking, insofar as parking restrictions are made under the Road Traffic Regulation Act 1984, and enforcement of the restrictions made above is carried out under the Traffic Management Act 2004 (Part 6).

Enforcement is carried out in a clear, transparent and consistent manner across the Partnership. Our officers are trained to C&G level 2 and in operate in accordance with regulations made under Part 6 of the Traffic Management Act 2004. We operate in accordance with the Operational Guidance issued by the Government.

The Enforcement and Policy documents referenced above are available through our website, [www.parkingpartnership.org](http://www.parkingpartnership.org) and the Department for Transport documentation is available on the traffic and parking management area of their website at [www.dft.gov.uk](http://www.dft.gov.uk) and specifically under <http://www.dft.gov.uk/topics/legislation/tma/> .

### Enforcement Hierarchy

The general levels of enforcement which can be expected are set out in our Enforcement Policy and operate against a hierarchy of need. The primary aim enforcement on-street is to keep traffic moving and in car parks for revenue protection.

For parking enforcement, NEPP is divided into three areas, East, Central and West. Each of the areas contains two district areas and each operates from one base (there being three bases in total: one each at Harlow, Braintree and Colchester).

Each area is then divided into beats, which are staffed in accordance with the hierarchy. Staff are allocated to the area and operate on a three-shift system, in order to cover each day and all times where enforcement is required.

On any particular day out of the three shifts, two teams will be at work, and each day there is an early and a late shift. These shifts and the operations also vary the start and end times against a pattern which appears random as it does not fit into the weekly calendar. The pattern is also shifted at times so that drivers would not be able to see when enforcement is due.

Each area has a beat pattern which is covered from within the resources available each day. Within the beat pattern, officers operate enforcement at random and in accordance with local needs and any other issues which have

to be covered. Against a daily “beat sheet”, the Team Leader sets out the general work pattern to ensure all areas receive fair coverage.

The beat patterns cover both the streets and car parks on in the area covered by the beat. On a day-to-day basis, enforcement officers are allowed some freedom to operate on a random basis to cover the issues they have had raised and other work which is often dictated by the pattern of times implied by the restrictions themselves.

There is particular pressure on resources at school times, and NEPP is investigating, with it’s governing Committee, the possibility of acquiring and operating an automatic enforcement vehicle to cover the school peak hours especially.

Peak school time (0830-0930 and 1500-1615) represents a considerable draw on NEPP resources as officers have a large number of school sites to cover, all at the same time. We endeavour to cover all school sites on a rotational basis, a number of times each term. We overlay this with additional enforcement in particular problem areas.

Beside the standard beat rotation in the main towns, we allocate resources to mobile patrols (by car) and additional resources to areas which need more coverage on a local request basis.

Requests can be made to officers of the NEPP for additional enforcement and we will always investigate requests and allocate enforcement resources as appropriate.

### **Observations and Penalty Charge Notices**

Many observations are carried out during the course of our patrols although not every enforcement observation or patrol visit will result in the issue or enforcement of a Penalty Charge Notice (PCN).

Our operational protocols and discretion policy set out how we operate in this respect, in order to comply with the Operational Guidance.

### **Specific Enquiries**

The general level of enforcement is set out above. Where the area is on a daily beat pattern this will be covered during the course of an eight-hour shift, at random and unless there is any specific need to attend a particular area, will be left to the discretion of the officer concerned.

Statistics indicate that most locations will have received a patrol visit on 1-2 times on average per day.

The NEPP can always be contacted for advice or additional enforcement requested. The best way to do this is to email NEPP at **[parking@colchester.gov.uk](mailto:parking@colchester.gov.uk)**

A contact sheet is also available from NEPP.

**Report to:** Off-Street Sub Committee, Parking Partnership

**7**

**Date:** December 2012

**Subject:** Off-Street Parking Partnership Service Level Agreement

**Author:** Richard Walker, NE Parking Partnership

**Presented by:** Richard Walker, Group Manager, NE Parking Partnership

## **1 Introduction**

- 1.1 The North Essex Parking Partnership (NEPP) Agreement brought with it the ability for councils to sign up elements of their off-street parking operations where efficiencies could be made for operation by the Partnership.
- 1.2 Braintree, Colchester, Epping Forest, Harlow and Uttlesford have joined the Partnership to take advantage of the economies of scale brought in joining their services together.
- 1.3 The Service Level in use now was largely carried across from the earlier off-street Colchester/Braintree/Uttlesford Partnership operation. Harlow and Epping Forest joined in April 2011 and October 2012 respectively for different elements of the service which were costed at the time of joining.

## **2 Review**

- 2.1 Now is a good time to review the Service Level Agreement (SLA) and revisit the services offered, in line with budget planning. It is also useful to restate the aims of the Partnership to ensure the correct level of service is being provided for each client.
- 2.2 The off-street SLA is fundamentally a menu of operational items which can be selected. The depth of the operation provided dictates the pricing structure. Districts can choose as much or little of the operation as it is efficient to agree, to be provided by the operational function of NEPP.
- 2.3 Client Officers have been provided with details of the services provided and a break-down of costs for planning purposes.
- 2.4 The selection of the services offered is set out in the Appendix.

## **3 Decision**

- 3.1 **Members are asked to review the service level document and agree the service level for the future for their District.**

# Appendix

## Off-Street Parking Operational Service Level Agreement for the North Essex Parking Partnership.

### 1 Service Level

#### 1.1 Strategic Vision

1.1.1 The vision and aim of the combined parking service will be to provide a parking service that:

***“Results in a merging of services to provide 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.”***

1.1.2 Underlying this vision is a set of values that express the Service Values:

#### 1.2 Efficiency

1.2.1 Flexible & innovative working practices will minimise office overheads

1.2.2 The combined pool of staff will provide a critical mass giving resilience between the partners;

1.2.3 Expanded purchasing power on shared contracts will generate savings to be reinvested which authorities on their own could not contemplate;

1.2.4 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;

1.2.5 Investigation of multiple offenders, across partner boundaries, will lead to the more efficient use of bailiffs;

1.2.6 Off-street car park operations will be streamlined by central monitoring of calls, an effective out-of-hours system, and security staffing to replace call-outs;

1.2.7 Economies of scale and a just-in-time approach will reduce costs of ticket-machine operations and enable advertising revenues to be realised;

#### 1.3 Innovation

1.3.1 A single central database, accessible from a wide area network, will provide real-time updates whenever penalties are issued;

1.3.2 Routeing & scheduling will optimise enforcement investigations by using the latest software to schedule tasks for operational staff;

1.3.3 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.

#### **1.4 Service Quality**

1.4.1 Pooled specialist expertise will be available to all authorities, and sharing of in-house skills in maintenance and engineering will reduce reliance on contractors;

1.4.2 All partners will use common systems, facilities and processes, rather than replicating them;

1.4.3 Public expectations will be surveyed and addressed through adjusting service quality and managing perceptions;

1.4.4 Accreditation to the Park Mark (or equivalent) standard, and other quality schemes will be spread across all operations;

1.4.5 Paperless parking will be possible by implementing best practice in technology, joining up parking meters, mobile phone technology and officers' handheld computers.

#### **1.5 Outcomes for Customers**

1.5.1 Less inconvenience and danger from illegal parking

1.5.2 More responsive to customer requirements when issuing permits, dealing with enforcement and appeals

1.5.3 Better access to services and self-serve at any time over the Internet using a single service web site.

1.5.4 Access to services via credit/debit card and self-serve accounts, cashless and paperless parking systems.

1.5.5 Greater value for money for Council Tax-payers

#### **1.6 Strategic Leadership**

1.6.1 Strategic performance analysis and pricing strategy can be carried out centrally, to advise decision-makers within each authority. This will save duplication and consultancy costs, and ensure consistent, high-quality outcomes;

1.6.2 A single voice speaking for all partners will carry more weight in both political and commercial negotiations;

1.6.3 The enforcement function will be reviewed, to inform levels of staffing and patterns of patrols. This will integrate with the Agreement with Essex County Council, to make best use of resources under the CPE scheme.



## 2 Baseline Services

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

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
<b>Back Office</b> – staff available at the single central back office	✓	✓	✓	✓	✓	Staff employed by Lead Authority
<b>Back Office</b> – Case management notice processing	✓	✓	✓	✓	✓	Provided from single central office
<b>Back Office</b> – Email monitoring generic inbox for council parking	✓	✓	✓	✓	✓	Provided from single central office
<b>Back Office</b> – Generation of exemption permits (waivers, dispensations, etc.)	✓	✓	✓	*	✓	Some Permits in Harlow handled on site by Client
<b>Back Office</b> – Generation of Season Tickets	✓	✓	✓	*	✓	Some Tickets in Harlow handled on site by Client
<b>Back Office</b> – Incoming Post & Allocation	✓	✓	✓	✓	✓	Post directed to central office
<b>Back Office</b> – incoming telephone – Advice and guidance on Penalty Charge Notices and the enforcement legal system through to Appeal and collection	✓	✓	✓	✓	✓	Transfer to Colchester (and redirect the telephone line/number) routed via McFarlane call system

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
<b>Back Office</b> – Invoice receipt checking, coding, signing off	✓	✓	✓	✓	✓	By Lead Authority where this relates to the service functions. Retain at client authority where this relates to the Asset Base, for joint committee invoicing, income, asset related invoices.
<b>Back Office</b> – Make decisions on challenges within the remit of the TMA2004/RTRA1984 (etc.) as appropriate (according to agreed Enforcement Policy and Operational Protocols)	✓	✓	✓	✓	✓	
<b>Back Office</b> – Manage the progression of all caseload correspondence (from first challenge through to Debt collection)	✓	✓	✓	✓	✓	
<b>Back Office</b> – Monitoring Performance: Pro-active reporting of potential problems noted throughout the service area – trend analysis contraventions/compliance for reporting to Committee	✓	✓	✓	✓	✓	
<b>Back Office</b> – TPT Appeals	✓	✓	✓	✓	✓	
<b>Back Office</b> – location of person able to give first contact advice	✓	✓	✓	✓	✓	Direct customers to Online Web presence. Retain client authority Reception customer service desk and where a form to fill in can be processed which should be sent to Colchester. Transfer other

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
						elements to Lead Authority where this relates to the service functions.
<b>Back Office</b> – Receive and deal with ‘post in’ banking / cost centre queries	✓	✓	✓	✓	✓	Transfer to postal PO Box at Colchester
<b>Back Office</b> – Receive cash and cheque (etc.) payments and reconcile	✓	✓	✓	✓	✓	Cheques to be removed as a means of payment when digital payment is available.
<b>Back Office</b> – Receive telephone payments to cash receipting system/Customer Service Office & reconcile with system	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners.
<b>Back Office</b> – Renewal of exemption permits (waivers, dispensations, etc.)	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners.
<b>Back Office</b> – Renewal of Season Tickets	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners.
<b>Back Office</b> – Resident Permit issuing	✓	✓	✓	✓	✓	Convert to automated systems as soon as practicable for all Partners. Investigate outsourcing printing and posting for remainder of paper copy.
<b>Back Office</b> – Scanning	✓	✓	✓	✓	✓	
<b>Back Office</b> – Smart Card/M-Parking/Multi ticket Sales	✓	✓	✓	✓	✓	Sales and top-ups as “Permits” above
<b>Back Office</b> – IT system and database	✓	✓	✓	✓	✓	Transfer database to new merged (but separately reportable district) system managed by Lead Auth.

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
<b>Back Office</b> – Banking & Cost Centre coding of car park income	✓	✓	✓	✓	✓	Some client function to be retained at authorities where it relates to asset and direct payment.
<b>Front Office (or Customer Service Centre)</b> – solution of customer queries in person, e.g. parking penalties, permits	*	*	*	*	*	Provision of preferred contact via Internet. All correspondence for a PCN has to be in writing. Retain reception enquiry service at client authorities. Preferred channel is via enhanced Internet. No personal contact with back office as all has to be in writing.
<b>H&amp;S</b> – Report aspects and impacts of environmental occurrences and take any immediate actions necessary.	✓	✓	✓	✓	✓	
<b>H&amp;S</b> – Responsible for all equipment issued and security and continuity of all data therein	✓	✓	✓	✗	✓	Except for Harlow which receives only enforcement, transfer to Colchester.
<b>H&amp;S</b> – Toolbox talks	✓	✓	✓	✗	✓	Except for Harlow which receives only enforcement services.
<b>H&amp;S</b> – Written fault/damage reports and knowledge of emergency system	✓	✓	✓	✗	✓	Except for Harlow which receives only enforcement services.
<b>H&amp;S</b> – Written reports and statistics	*	✓	*	✗	*	
<b>Strategy</b> – Formulation and review of Development Plan and Strategic Policies	*	✓	*		*	Partner membership on Strategy Includes an element of assistance – larger projects will be

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
<b>Strategy</b> – Formulation of fees and charges updates and implementation of special offers and promotions	*	✓	*	✗	*	considered under additional consultancy.
<b>Strategy</b> – Formulation of parking, enforcement, operational, and cancellation policies, harmonisation of codes of practice.	✓	✓	✓	✓	✓	
<b>Strategy</b> – developing ideas for the longer term vision for the service	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.
<b>Strategy</b> – 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	*	✓	*	✗	*	
<b>Strategy</b> – 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	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
Penalty Tribunal						
<b>Strategy</b> – 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	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.
<b>Strategy</b> – 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	*	✓	*	✗	*	Partner membership on Strategy Includes an element of assistance – larger projects will be considered under additional consultancy.
<b>Manager</b> – 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.	✓	✓	✓	✗	✓	
<b>Manager:</b> Appraisals – of reporting staff, assessment of training needs (liP)	✓	✓	✓	✓	✓	

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
<b>Manager</b> – Contribute as appropriate to the broader objectives of client authorities as set out in their Corporate and/or Strategic Plans and Transport Strategy documents and to work with appropriate service areas of client authorities or the county council to achieve this	✓	✓	✓	✗	✓	
<b>Manager</b> – 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	✓	✓	✓	✓	✓	
<b>Manager:</b> 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.	*	*	*	*	*	Client authorities retain face-to-face contact entirely to front office reception with own management, with recourse to Lead for advice if necessary.
<b>Manager:</b> Image: corporate, clothing, uniform, letterhead	✓	✓	✓	✓	✓	Transfer to Lead with local identifier on corporate image
<b>Manager:</b> Receive and deal with escalated incidents and intervene to diffuse potential	✓	✓	✓	✓	✓	Transfer to Lead. Complaints process as Lead Authority

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
conflict situations						
<b>Manager:</b> Recruitment	✓	✓	✓	*	✓	Transfer to Lead – distance management with appropriate representation from each council (Harlow insofar as relating to Enforcement process)
<b>Manager:</b> Responsible for Staff and work planning for managed staff	✓	✓	✓	*	✓	Transfer to Lead.
<b>Manager:</b> supervision of PAs/CEOs	✓	✓	✓	✓	✓	Transfer to Lead.
<b>Operations</b> – Cones & signage scheduling as appropriate and setting out to order, e.g. suspensions, football, special events, suspensions)	✓	✓	✓	✗	✓	Harlow has not selected this item.
<b>Operations</b> – Enforcement staff, fully equipped, correctly and fully attired for duty (in accordance with guidance, local procedures & regulations)	✓	✓	✓	✓	✓	Transfer to Lead.
<b>Operations</b> – Manage <i>Just in Time</i> service stock of spares and ticket stock	✓	✓	✓	✗	✓	Transfer to Colchester but retain small stocks in locality if possible.
<b>Operations</b> – Provide cover for other senior/supervisor/PAs/CEOs leave and sickness	✓	✓	✓	✓	✓	



Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
<b>Operations</b> – Training to NVQ2 standard and local processes and procedures	✓	✓	✓	✓	✓	
<b>Operations</b> – Data transfer & storage (inc. pocket books, unit upload/download, cameras, charging, etc.)	✓	✓	✓	✓	✓	Downloading to be connected to NEPP database.
<b>Operations</b> – 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 in locality, distance managed by local shared supervision.
<b>Operations</b> – Use of IT system and database	✓	✓	✓	*	✓	For enforcement staff. Direct access to client limited by data privacy and DVLA controls. Harlow insofar as relating to Enforcement process.
<b>Operations</b> – 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	✓	✓	✓	✗	✓	
<b>Operations</b> – Provide a signage, design and coning service both to meet a range of in-house needs (and as a commercial	✓	✓	✓	✗	✓	

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
service)						
<b>Joint Committee</b> – Administer Joint Committee operation	✓	✓	✓	✓	✓	
<b>Car Park</b> – opening hours baseline	0800-1730	0800-1730 0720-1900	Pay & display only	✗	Pay & display only	Operational opening hours to be in consultation with Client. Costs where this involves additional staffing to be agreed separately with NEPP. Any lesser hours only ever to be in consultation with the Client.
<b>Car Park</b> – Care for, manage and make accessible the parking stock held by authorities	✓	✓	✓	✗	✓	
<b>Car Park</b> – operate and staff customer service role in staffed off street car park (e.g. multi-storey)	✓	✓	✗	✗	✗	Staffed car parks only
<b>Car Park</b> – Daily checks of pay and display machines	✓	✓	✓	✗	✓	Checks for operation by enforcement staff
<b>Car Park</b> – pay and display machines weekly on demand ticket restock and operational check	✓	✓	✓	✗	✓	Attendance by technical staff; Checks for operation by enforcement staff
<b>Car Park</b> – Daily maintenance of pay and display machines	✓	✓	✓	✗	✓	Technical solutions support by engineer-trained staff

Task	Partner tasks provided by the Lead Authority for:					Service Operational Arrangements provided by the NEPP operational Lead (and additional Notes).
	Braintree	Colchester	Epping Forest	Harlow	Uttlesford	
<b>Car Park</b> – Repair and improvement of pay and display machines	✓	✓	✓	✗	✓	Decision making and recommendations for machines changes or updates to be made by Lead to the Joint Committee.
<b>Car Park</b> – Maintenance of pay on foot machines	✗	*	✗	✗	✗	Only Colchester manages pay on foot car parks. NEPP provides daily service and Client retains contract in place for maintenance
<b>Car Park</b> – Collection of cash	✓	✓	✓	✗	✓	Investigate new harmonised or contracted process. Recommendations for changes to be made by Lead to the Joint Committee
<b>Car Park</b> – Provision of appropriate technical advice to the building maintenance processes	*	✓	*	✗	*	Other than Colchester, for provision of project services (not to include any responsibility for the assets). Recommendations for changes or updates to be made by Colchester to the Joint Committee
<b>Car Park</b> – 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	*	✓	*	✗	*	Other than Colchester, for provision of project services (not to include any responsibility for the assets). Recommendations for changes or updates to be made by Colchester to the Joint Committee

In the table above an element selected is costed and an agreed contribution is made for the provision of time, resources and supplies in carrying out those services. Areas not selected are not subject to a contribution and will not be provided. Where an asterisk is shown, an element of assistance is to be provided. Larger projects may also be managed and carried out and will be agreed in advance.

### **3 Specific Limits and Requirements**

#### **3.1 Lead Authority**

- 3.1.1 The lead authority will ensure that 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 it can be disposed appropriately if the Agreement is terminated.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 Each Partner Authority's car parks receive a fair share of the available management, enforcement and operational resources, as in the Agreement for the joint service.
- 3.1.5 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 a Partner 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 a Partner's site then they are recorded in that Partner'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 Partner for the intended use shall be clearly recorded in the asset register.

#### **3.2 Inclusions**

- 3.2.1 The Partner Authorities agree that:
- (a) Signage, tickets, spares, stock, computers and other equipment may be stored at the Lead Authority's storage facilities without any charge over and above the Annual Contribution.
  - (b) Signage, tickets, spares, stock, computers and other equipment may be stored at the Partner Authority's storage facilities without any charge over and above the Annual Contribution.

3.2.2 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.

3.2.3 The Lead Authority grants its Partners 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 The Partnership 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).

3.2.4 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.

3.2.5 Any intellectual property created by or on behalf of the Joint Parking Service shall, to the extent that it relates to a Partner Authority asset base or sites belong to that Partner respectively.

3.2.6 Each Partner Authority will handle and respond to Freedom of Information Act requests concerning their respective Authority aspects of the Joint Parking Service.

3.2.7 Each Partner Authority will notify the Lead Authority of any FOI requests received which relate to the functions of the Joint Committee.

3.2.8 The Client authority shall discharge its responsibilities under health and safety and welfare legislation in relation to staff accommodation in each of its operating bases.

### **3.3 Exclusions**

3.3.1 The Partner Authorities agree that 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 3.2 and 3.3) apart from when there is an overriding operational issue, such as a health and safety matter, that necessitates a short-term closure.
- 3.3.2 Decisions in these areas will be agreed through the usual political decision making process of each Partner Authority.
- 3.3.3 Each Partner Authority shall inform the others of any proposals to make any decision under paragraph 3.3.1 above so that the Business Plan might be revised at the Joint Committee.
- 3.3.4 The following functions will not be delegated to the Joint Committee:
  - (a) Ownership or 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 the Lead Authority's office where they relate to the functions of the joint service since Partner Authorities will not have direct access to back office staff (except recourse to the Lead Authority's staff for telephone advice if necessary).
- 3.5.3 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.