

Briefing Note – 4 year extension to current Joint Committee Agreement for the North Essex Parking Partnership

Decision(s) Required

- a) Whether Tendring District Council (TDC) agrees to the four year extension to the Joint Committee Agreement (JCA) offered to the North Essex Parking Partnership (NEPP) by Essex County Council (ECC) and provides a letter of agreement as requested.
AND subject to a) above
- b) The content of the letter to be forwarded to the Joint Committee of the NEPP within the period of time required.

Background

The NEPP was formed in April 2011 and reports to a Joint Committee (JC) of ECC under a seven-year agreement.

The six District and Borough Councils in North and West Essex are Members of the JC and are represented by Councillors at the Committee meetings. These Councillors must be Executive Members. Essex County Council (ECC) attends the meetings and this is normally the Portfolio Holder responsible for Highways & Transportation.

The JC meets four times a year, with its AGM in June. The NEPP JC receives operational, financial and other relevant reports from officers. The officers are employed by Colchester Borough Council which is named in the Joint Committee Agreement (JCA) as 'lead authority'. Each of the District and Borough Councils (the "client authorities" of NEPP) has a client officer with whom the NEPP officers maintain regular contact and an officer from ECC also attends.

ECC has an Agreement with the NEPP JC to delegate the delivery of its on-street parking function. The NEPP provides these services in the districts/borough of Tendring, Colchester, Braintree, Uttlesford, Harlow and Epping Forest. ECC has also delegated powers to make parking Traffic Regulation Orders (TRO) to the NEPP. These are the underpinning regulations for the making of parking restrictions/permissions such as "yellow lines" and parking bays and permit areas.

As part of the original agreement there was financial support provided by ECC and this is covered in financial implications section of this report.

Current Position

The current JCA includes an option to extend for a further four years when it terminates in March 2018. ECC have indicated their intention to take up that option and offer both the North and South partnerships an extension to the existing JCA through to March 2022.

The JCA will retain the vast majority of its existing clauses. However, the following amendments have been made by ECC in relation to the offer of the four-year extension:

- For the last two years of original seven year agreement:
 - 16/17 - ECC S&L subsidy at reduced levels (North - £120k and South £30k)
 - 17/18 - No ECC subsidy, but business cases brought forward in 2016/17 for investment consideration
- change to funding and more innovation/ efficiency/ modernisation with ECC operating as a co-investor providing capital funding, against agreed income generation and innovation business cases
- The Partnerships to produce a review and report on best value approach for delivering Signs & Lines maintenance and creation of new schemes
- The Partnerships to consider ways to improve links to Local Highways Panel (LHP) possibly via link to Highways Liaison officers to provide meeting dates and scheme information

Under the terms of the original JCA signed by this Council (TDC) in 2011

The Joint Committee shall be operational for a period of seven years (“the Operational Period”) commencing on 1 April 2011 (“the Commencement Date”) unless, with the written consent of all the Partner Authorities, the Operational Period is extended for an additional four years, up to a total of eleven years.

The decision to extend the Operational Period shall be taken by either the Council (Essex County Council) or the Joint Committee not less than fifteen months before the end of the Operational Period.

In circumstances where the decision has been taken by the Joint Committee, the Council’s consent must be obtained in writing to the proposed extension and shall be delivered to the Joint Committee not less than twelve months before the end of the Operational Period.

In circumstances where the decision has been taken by the Council (ECC), the Joint Committee’s consent must be obtained in writing to the proposed extension and shall be delivered to the Council (ECC) not less than twelve months before the end of the Operational Period.

In this instance the Council is Essex County Council and they have provided the written request to the JCA for the four year extension.

Therefore, this Council (TDC) will now be required to support or otherwise the JCA in making this request not less than 12 months before the end of the operational period which is 31 March 2017. The

JCA have asked individual members to provide a letter of agreement to the extension.

Alternative Options

The Council can choose not to sign up to the four-year extension. However, if other authorities do, then on-street enforcement services would still continue in the District. In this eventuality there is a risk the Council would not be able to influence priorities and actions of the NEPP or request new TRO schemes with the same degree of involvement as currently exists.

The Council has invested a significant amount of time and energy in making the partnership work and influencing how best to make it work in accordance with Tendring's approach to car parking.

Some notable successes include the partnership work agreed with the NEPP outside of schools; the improved system for introducing new parking related Traffic Regulation Orders (TRO's), the agreement not to introduce CCTV cars in the Tendring District and a greater understanding of local needs.

That said, further work is required in relation to local parking needs and eliminating the "one size fits all" approach to parking enforcement, encouraging "partnership" as opposed to "majority rules" and extending the delegation of enforcement powers to TDC employed officers to cover areas other than schools.

Proposal and Delegated Power

That TDC provides written agreement to the JC for the four-year extension to the Joint Committee Agreement (JCA) if the terms are agreed by the NEPP Joint Committee.

Legal advice received in respect of delegated authority for such action in Tendring is that the letter of agreement can be drafted by the Portfolio Holder Cllr Turner and the Head of Public Realm as the appropriate officer and be signed off by the Head of Legal Services and the Head of Financial Services in consultation with the Leader of the Council.

Discussions with the Portfolio Holder indicated agreement for this course of action provided a briefing note and copy of any proposed letter was provided for discussion. The proposed letter signed by the head of Legal Services and the Head of Financial Services is attached along with a pro forma concurrence signed by the Portfolio Holder for Commercialisation and the Leader of the Council.

Financial implications and Risk

In the initial agreement ECC agreed to provide:

- Implementation and transitional arrangement costs up to a maximum of £124,000

- To cover any deficits on the on-street accounts for the first two years that the Partnerships operated
- To provide a one-off sum of £250,000 for the Partnerships to deal with the backlog of sign and lines work
- To provide £150,000 per annum for maintenance of signs and lines subject to the Annual Business Plan demonstrating that this level of support is required.

In the extension to the agreement the funding of £150,000 from ECC for maintenance of signs and lines has been withdrawn as both partnerships' financial results show that these works can be funded from the on-street surplus.

However, this does not stop the NEPP applying for capital funding from ECC to introduce innovative projects that will generate further on-street revenue. Examples already identified relate to commuter parking opportunities on ECC highway land adjacent to railway stations and major transport hubs.

Risk Management Implications

The financial risk for the Council relates to any deficits incurred by the NEPP which are shared equally amongst all partners. However, the on-street account has been in surplus for the last three financial years and also the NEPP has maintained a reserve fund of at least £100,000 to cover this eventuality.

There is a risk that the withdrawal of the £150,000 funding for maintenance of signs and lines will mean that some areas become unenforceable and new schemes will not be developed. However, the NEPP has demonstrated over the last three years that it can generate enough surpluses on its on-street account to continue this level of funding.

The NEPP does maintain a comprehensive risk register that is reviewed annually by the Joint Committee.