Dated ……..2019

CHELMSFORD CITY COUNCIL LEAD AUTHORITY FOR THE SOUTH ESSEX PARKING PARTNERSHIP

And

BRENTWOOD BOROUGH COUNCIL

SERVICE LEVEL AGREEMENT

for

ON-STREET PARKING ENFORCEMENT

THIS AGREEMENT is made on the day of 2019

Between:

CHELMSFORD CITY COUNCIL of Civic Centre, Duke Street, Chelmsford, Essex CM1 1JE (herein known as the **"Lead Authority"**)

and

BRENTWOOD BOROUGH COUNCIL of Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY (herein known as the **"Council"**)

1. SCOPE OF THE AGREEMENT AND TERM

1.1 This Service Level Agreement covers the operational aspects of on-street parking enforcement within the Borough of Brentwood.

1.2 The South Essex Parking Partnership (SEPP), on behalf of Essex County Council, has powers under the Traffic Management Act 2004 for the enforcement of on-street parking restrictions contained in the South Essex Parking Partnership (Borough of Brentwood on-street parking and waiting restrictions Order 2018).

1.3 The Lead Authority for SEPP shall utilise the services of the Brentwood Borough Council Corporate Enforcement Officers to provide additional parking enforcement in accordance with the terms of this Agreement.

2. COUNCIL RESPONSIBILITIES

2.1 Under the terms of this Agreement the Council shall be responsible for:

2.1.1 A minimum of 76 enforcement patrols per annum, outside of normal core working hours including weekends and Bank Holidays;

2.1.2 The Lead Authority accepts that the provision of the Services by the Council will take into account the requirement for different work demands and patterns of work and the amount of patrols will vary from week to week but will average at 76 per annum as set out in 2.1.1 above.

2.1.3 The enforcement of the South Essex Parking Partnership (Borough of Brentwood on-street parking and waiting restrictions Order 2018) and the issue of Penalty Charge Notices where vehicles contravene the Order;

2.1.4 Insurance and liabilities and handling insurance claims against the Council while operating on behalf of the South Essex Parking Partnership;

3. LEAD AUTHORITY RESPONSIBILITIES

3.1 Under the terms of this Agreement the Lead Authority shall be responsible for:

3.1.1 The administration and recovery of all Penalty Charge Notices issued from xxx 2019, the commencement of the Service Level Agreement;

3.1.2 The coordination and response to any representations received against any enforcement action including all appeals and representations;

3.1.3 The collection of all monies due following the issue of on street Penalty Charge Notices;

3.1.4 All costs associated with the provision, training and supervision of Corporate Enforcement Officers and support staff;

3.1.5 The first point of contact for all on-street parking enquiries from the public, Councillors and members of the press;

3.1.6 The provision and maintenance of all equipment used by the Corporate Enforcement Officers in connection with this Agreement;

4 REVIEWS AND AMENDMENTS TO THE SERVICE LEVEL AGREEMENT

4.1 This Agreement shall commence on xxxx 2019 and shall continue for a period of one year with an option for both parties to agree to extend the Agreement until 31 March 2022 when the current SEPP Joint Committee Agreement expires (the **"Term"**).

4.2 If this Agreement is extended in accordance with clause 4.1 this Agreement shall be reviewed annually, and any changes shall be with the agreement of both parties and recorded in writing

4.3 The annual review shall incorporate a review of the service level provided by way of this Agreement and its adequacy given any proposed service changes.

4.4 The annual review shall incorporate a review of the annual management fee and will reflect any increases/decrease according to staff pay increase/decreases and any increase/decrease to direct expenditure costs in line with the published Consumer Prices Index.

4.5 Any increase to the agreed volume of work and patrols will be reflected in an increase to the agreed management fee as specified in clause 11 and shall be with the agreement of both parties.

5. PERFORMANCE MONITORING

5.1 The Lead Authority and the Council shall meet at least quarterly to discuss any operational and performance issues.

5.2 The Council shall develop a patrolling programme in consultation with the Lead Authority. The effectiveness of the patrolling programme shall be considered at the quarterly review meetings.

5.3 The Lead Authority shall provide the Council on a quarterly basis with a report containing the following information:

5.3.1 Number of higher level PCNs issued.

5.3.2 Number of lower level PCNs issued.

5.3.3 Number of PCNs paid.

5.2.4 Total income received from PCNs.

5.2.5 Number of patrols

6. COMPLAINTS

6.1 The Lead Authority in consultation with the Council shall fully investigate any complaint against the Council employee(s) whilst operating under the terms of this agreement and notify the complainant in writing (and copy to the Council) of its findings.

7. INCLUSION AND DIVERSITY MATTERS

7.1 In performing the services, the Council will comply with all applicable equalities, inclusion, and diversity legislation now in force or which may be in force in the future.

7.2 The Council, while carrying out the functions of this agreement, will not discriminate directly or indirectly against any person on the grounds of race/ethnicity, gender, disability, age, religion/belief or sexual orientation contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Race Relations Acts 1976 and 2000 (as amended), the Equality Act 2010 and Human Rights Act 1998 and any other relevant legal requirement applicable during this agreement.

7.3 The Council will provide to the Lead Authority such information as they may reasonably request in respect of the impact of equality issues on the operation of this Agreement.

7.4 Failure by the Council to comply with the provisions of this clause may lead to the termination of this Agreement at the absolute discretion of the Lead Authority.

8. DATA PROTECTION

8.1 The Council shall comply with the provisions of the Data Protection Act 2018 (as amended from time to time) and shall indemnify the Lead Authority against any loss, damage or expenses which may be incurred as a result of any breach.

8.2 The Council will follow all procedures and controls and safeguards as determined by the Lead Authority if accessing any data in accordance with the Agreement that is subject to the provisions of the Data Protection Act 2018 (as amended from time to time).

9. CONFIDENTIALITY

9.1 The parties:

9.1.1 Shall treat all confidential information belonging to the other party as confidential and safeguard it accordingly; and

9.1.2 Shall not disclose any confidential information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of this Agreement or except where disclosure is otherwise permitted by the provisions of this Agreement.

9.2 The Council shall not use any confidential information received other than for the purpose of this Agreement.

9.3 The provisions of the above two clauses 8 and 9 shall not apply to any confidential information received by one party from the other:-

9.3.1 Which is or becomes public knowledge (otherwise than by breach of this condition);

9.3.2 Which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;

9.3.3 Which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

9.3.4 Which is independently developed without access to the confidential information; or

9.3.5 Which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including the requirements for disclosure under the Freedom of Information Act 2000 ("FOIA"), the code of Practice on Access to Government Information (2nd Edition) or the Environmental Information Regulations.

9.4 The Council shall promptly inform the Lead Authority about the receipt of any request for information, as defined in FOIA, held on behalf of the Lead Authority whether or not expressed to be under Section 1 of the FOIA or otherwise and shall not disclose or release any information without notifying the Lead Authority.

9.5 In the event that the Council fails to comply with this condition 9, the Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

10. INSURANCE

10.2 Throughout the Term of the Service Level Agreement, the Council shall maintain insurance with an insurer reasonably acceptable to the Lead Authority to cover liabilities arising from services provided under the Agreement for an amount not less than 5 million pounds for any one claim and shall produce a completed Certificate of Insurance in the form

reasonably required by the Lead Authority. The Council shall produce a copy of the policy and updated Certificates of Insurance when reasonably requested to do so.

11. PAYMENT

11.1 The Council shall provide the services set out in this Agreement for the annual sum of £33,000 to be paid to the Council by the Lead Authority. This fee is also subject to VAT.

11.3 The Council shall invoice the Lead Authority (six months in arrears and six months in advance) annually in April each year. Upon receipt of the invoice the Lead Authority shall make payment for the whole amount within 30 days.

12. TERMINATION

12.1 Both parties reserve the right to terminate the Agreement at any time by giving six months' written notice.

12.2 The Lead Authority reserves the right to terminate this Agreement forthwith if the Council fails to provide the services required by this Agreement. The Lead Authority will issue the Council with a notice of default.

13. CONSEQUENCES OF TERMINATION

13.1 In the event that this Agreement, or that the provision of services by the Council are suspended, postponed or cancelled by the Lead Authority, the following provisions shall apply:

(a) the Lead Authority shall take immediate steps to bring an end to the Services concerned or, as the Lead Authority may direct, complete the Services concerned in an orderly manner, but with all reasonable speed and economy and shall within such period from the date of such termination, suspension, postponement or cancellation as the Lead Authority shall reasonably specify deliver to the Lead Authority all of the Lead Authority's property in its possession or under its control or any material in respect of which any Intellectual Property Rights are vested in a form usable by the Lead Authority together

with all correspondence and documentation in the possession or control of the Council relating to the services. The Council hereby relinquishes any lien on such material to which it may be entitled;

(b) the Council shall submit an invoice to the Lead Authority within 28 days of such termination, suspension, postponement or cancellation setting out its bona fide assessment of its fees up to and including the date of termination, suspension, postponement or cancellation together with a narrative. Such fees may include, at the discretion of the Council, all reasonable costs necessarily and properly incurred by the Lead Authority in relation to the orderly cessation of the provision of the services;

(c) the Council may make all arrangements which are in its view necessary to procure the orderly completion of the services including entering into similar contractual arrangements to those set out in this Agreement with a third party;

(d) where the total costs reasonably and properly incurred by the Council by reason of such arrangements exceed the amount that would have been payable to the Lead Authority for the completion of the services which the Lead Authority had been instructed to provide the excess shall be recoverable from the Lead Authority and may be set off against any amount withheld by the Council;

13.2 Save as expressly set out in this Agreement, the Lead Authority shall not be entitled to any compensation or loss and/or expense, loss of profit or damages whatsoever for suspension, postponement or cancellation of the services or termination of the Agreement.

13.3 The Council agrees that where the identity of the provider of the services set out in this Agreement changes at any point , this shall constitute (or be treated as) a Relevant Transfer under the Transfer of Undertakings (protection of Employment) Regulations 2006 (“TUPE”) which shall apply to the change of provider.

13.4 The provisions of this Agreement shall continue to bind each party insofar as and for as long as may be necessary to give effect to their respective rights and obligations hereunder.

14. ARBITRATION AND GRIEVANCE PROCEDURES

14.1 Any dispute, difference or question between the parties to this Agreement with respect to any matter or thing arising out of or relating to this Agreement which cannot be resolved by negotiation and except insofar as may be otherwise provided in this Agreement, shall be referred to mediation. If the mediation should fail to resolve the difference, then both parties will seek arbitration under the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof by a single arbitrator to be appointed by agreement between the parties.

Signed for and on behalf of)
CHELMSFORD CITY COUNCIL)
by)

Authorised Signatory

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Signed for and on behalf of)
BRENTWOOD BOROUGH COUNCIL)
in the presence of)

Authorised Signatory

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