

<b>Committee(s):</b> Policy, Resources & Economic Development Committee	<b>Date:</b> 2 February 2022
<b>Subject:</b> South Essex Parking Partnership – Proposed New Term for the Partnership Agreement	<b>Wards Affected:</b> All
<b>Report of:</b> Greg Campbell – Director of Environment & Communities	<b>Public</b>
<b>Report Author/s:</b> Name: Michael Dun Telephone: 01277 312669 E-mail: mike.dun@brentwood.gov.uk	<b>For Decision</b>

### Summary

The current 11-year term of the South Essex Parking Partnership (SEPP) Joint Committee Agreement ends on 31 March 2022. The purpose of this report seeks approval from the Council to a new offer from Essex County Council (ECC) to continue the operation into a new term under a new Joint Committee Agreement, commencing on 1 April 2022. The proposed term is five years with the option to extend a further twelve months on three consecutive occasions.

The proposed Agreement was considered by the SEPP Joint Committee on 28 October 2021. It unanimously supported its proposed terms and recommended that its constituent councils formally approve them

### Recommendation

**That Members formally agree to the proposed terms of the new offer from Essex County Council to enter into a new South Essex Parking Partnership Joint Committee Agreement from 1 April 2022. Refer to Appendix A for details of the proposal.**

### Main Report

#### **Introduction and Background**

1. Essex County Council is the authority responsible for the enforcement of decriminalised on-street parking contraventions. Since 2011, these functions have been discharged through two Joint Committees: South Essex Parking Partnership (SEPP) and North Essex Parking Partnership (NEPP).
2. The operations delivered by SEPP are governed by a Joint Committee Agreement signed up to by the following partners: Basildon Borough Council, Brentwood Borough Council, Castle Point Borough Council, Chelmsford City Council (Lead Authority) Rochford District Council and Essex County Council.

3. The Joint Committee Agreement also provided the scope for the Partnerships to take responsibility for the maintenance of parking related signs and lines and the implementation of relevant Traffic Regulation Orders (TRO).
4. The current Joint Committee Agreement commenced 1 April 2011, and will expire on the 31 March 2022.
5. Prior to the current agreement on-street parking enforcement arrangements were operating with a deficit of £900,000, and there was minimal investment. This situation has been reversed by the Partnership; to date, it has exceeded its aims and ambitions and successfully developed an operational model which fully funds and delivers the core parking enforcement operation. The year on surplus achieved from this operation has enabled suitable funding to cover the cost of the TRO operational costs (£172,000) and provide an annual budget of £200,000 for the essential maintenance of parking related road signs and road markings and for the introduction of new parking schemes which require a new TRO.
6. The operational and financial performance of the Partnership has provided a solid foundation to continue the operation and maintain the essential level of investment into a new agreement considering both the needs of ECC and the Partnership. **Appendix B** lists the achievements and benefits of the partnership.
7. On the proviso that the Agreement is extended; the Service Level Agreement (SLA) between Corporate Enforcement and SEPP will continue to be reviewed annually. The SLA has been a very successful partnership, with over 76 enforcement patrols undertaking annually outside of core working hours.
8. The partnership (refer 1.7) will be reinforced with the creation of the Community Hub, based at the Town Hall. SEPP will relocate from the multi-storey car park to the Community Hub, joining other agencies. This involvement of the partnership will embrace complementary skills and knowledge.

### **Issue, Options and Analysis of Options**

9. In November 2020 the SEPP and NEPP Chairmen received a letter from the Cabinet Member for Highways setting out an initial proposal to set up a project

team with the view to providing some recommendations for a new working model to take forward into a new agreement.

10. ECC acknowledged that the Parking Partnerships had been a great success and were keen to continue this working relationship with a new proposal that would specifically include:

- a surplus sharing model for the new arrangement
- plans and ideas for innovation and technology
- how cost efficiencies could be delivered in future

11. A project team consisting of nominate officers from ECC, NEPP and SEPP in consultation with the NEPP and SEPP Chairmen and the Cabinet Member for Highways, collectively agreed a new working proposal for a new term of a Joint Committee Agreement. The agreed officer proposal is summarised as **Appendix A** to this report.

12. On 21 September 2021, a report was presented to the ECC Cabinet with a proposal to agree to enter into joint committee agreements under which the Council (ECC) delegates civil parking enforcement to the two area Joint Committees with the same areas as the current joint committees. This will be under the terms of the proposal at **Appendix A** for a period of five years with an option to extend for a further twelve months on three consecutive occasions.

13. A formal letter of offer setting out this proposal was sent to the SEPP Chairman on 17 October 2021.

14. On 28 October 2021 the SEPP Joint Committee approved the proposed new working arrangements and accepted the formal offer from ECC to enter into a new Joint Committee Agreement under the terms of the proposals contained in **Appendix A**.

15. The Committee authorised the SEPP Manager to agree the terms of the new Joint Committee Agreement in consultation with each of the SEPP partner authority lead officers and the lead authority (Chelmsford City Council) legal representative.

16. Each Joint Committee Member is now asking their respective councils to formally approve continued membership of the SEPP under the terms of the new offer; this will also be subject to the new Joint Committee Agreement being signed. Each partner council has been asked to provide written notice of its decision, to the SEPP Manager, no later than 31 January 2022. Please note, that the SEPP Manager is aware that Brentwood Borough Council Members will make their decision on the 2 February 2022.

## **Consultation**

None

## **References to Corporate Plan**

17. The Agreement meets the key priority, 'Delivering an efficient and effective council', whereby services offer value for money and meet the needs of our residents.

## **Implications**

### **Financial Implications**

**Name/Title: Jacqueline Van Mellaerts, Corporate Director (Finance & Resources)**  
**Tel/Email: 01277 312500/jacqueline.vanmellaerts@brentwood.gov.uk**

18. The SEPP annual business plan for 2022/23 recommends an allocation of £300,000 of the Joint Committee to be held in reserve to mitigate any risk of a deficit position to the partners, so as long as in the unlikely event deficits are contained/managed within this reserve, there is no adverse effect to Brentwood Council.

19. The new arrangements include a surplus sharing model, whereby any surpluses generated at the end of every financial year will be applied across three key areas, split into three parts highlighted in Appendix A. There is a likely surplus of £1.3m under the current Joint Committee which will be transferred over the new Joint Committee and the seven members will potentially benefit from this in time.

20. Discussions are currently ongoing with SEPP for the change of office space from the Multistorey car park to the Community Hub within the Town Hall.

21. It should be noted should the Council withdraw from the Agreement; the SLA between SEPP and Corporate Enforcement would not be renewed and by consequence the Council would lose c£33,000 pa of revenue.

### **Legal Implications**

**Name & Title: Amanda Julian, Corporate Director (Law & Governance) and Monitoring Officer**

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22. The Service Level Agreement is a binding contract that will enable the Council to legally enter into the partnership with the other local authorities. By reviewing from time to time the Council will ensure that it is not disadvantaged by any terms and conditions contained within. Any further SLA with Essex County Council will be subject to legal advice as required.

### **Economic Implications**

**Name/Title: Phil Drane, Corporate Director (Planning and Economy)**

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23. There are no direct economic implications, although positive maintenance of parking management arrangements can contribute indirectly to the attractiveness of the local environment, both physically and in terms of the economy.

**Other Implications** (where significant) – i.e. Health and Safety, Asset Management, Risk Management, Section 17 – Crime & Disorder, Sustainability, ICT.

### **Background Papers**

None

### **Appendices to this report**

Appendix A: Proposed new working arrangements for a new term of the Joint Committee agreement.

Appendix B: Benefits of Partnership working