



# Proposed new working arrangements for a new term of the Joint Committee Agreement.

1.1 The proposals reflect a joint officer approach discussed by all partners for taking forward as the recommended approach for the future of on street parking arrangements in Essex.

1.2 The proposed operational model has been developed to introduce two financial models for different aspects of the services being provided. The first model applies to the current operational services being delivered by The South Essex Parking Partnership which are covered by the Joint Committee Agreement. The second model is for new Essex County Council (ECC) services that may be added to the Parking Partnership under separate arrangements such as a service level agreement.

## **2: Term of the new agreement**

2.1 The proposed term is five years with the option to extend a further twelve months on three consecutive occasions.

## **3: Business model to deliver the current services covered by the Joint Committee Agreement.**

For current services it is proposed that the surplus generated at the end of every financial year will be applied across three key areas split into three parts.

### **Part 1**

3.1 The principle in Part 1 ensures the maintenance of a suggested deficit reserve of up to £400,000 per partnership (agreed by the Parking Partnership Managers). This level of reserve must be maintained (and topped up as appropriate) before any surplus is moved into the second and third parts. The level of reserve will be monitored through the quarterly meetings. Provided that this reserve is maintained (which is the priority), this minimises the deficit risk to all members of the partnership, which was an issue at the outset of the original joint committee agreements.

Any surplus generated after any calls to maintain the Part 1 deficit reserve at the agreed level will be split on the following basis between Part 2 (55%) and Part 3 (45%) subject to the conditions of part 2 below.

### **Part 2**

3.2 Part 2 is used for local needs as set out in the annual business plan and specifically; a) the operational and funding costs for TROs and the essential maintenance of parking related signs and lines and; b) innovation around different ways to manage parking within each partnership. This reflects the existing arrangements within the joint committee agreement. Any capital / innovation funds required above the level agreed in the annual business plan that cannot be contained within Part 2 can be

bid for in Part 3 and will be considered on merit against other county-wide priorities.

3.3 It is recognised that there are fixed and ongoing commitments in relation to ongoing TRO costs therefore any in year surplus must cover the below costs (see **table 1** below, Part 2 Breakdown). Therefore, a priority is to ensure that these costs are always covered within the 55% split.

3.4 In the event that the 55% share does not cover the required costs in the table below, those costs will be covered but the remainder will be allocated to Part 3.

<b>Table 1 -Part 2 breakdown</b>	<b>SEPP</b>
a) TRO delivery (operational and funding costs plus essential maintenance of parking related signs and lines)	*£372,000
b) Innovation to manage on street parking	*£56,000
<b>TOTAL ANNUAL CAP</b>	<b>*£428,000</b>

\*These figures will be reviewed on an ongoing basis and any changes will be agreed between ECC and the Lead Authority

Note: The surplus generated in one year will be allocated for spend in the subsequent year.

### **Part 3**

3.5 The principle in **Part 3** is to cover Essex wider strategic highways priorities and is proposed to be governed through a new Strategic Panel. It is proposed the new Panel is led by the ECC cabinet member, with the two chairmen possibly with one other member from each of the three partners. Any surplus achieved in this area from NEPP and SEPP will be directed towards county-wide priorities within the respective areas, still in line with section 55 of the RTRA 1984. ECC will work with the two Lead Authorities to develop the assessment criteria for bids for this funding. Bids will be put forward by officers from both the partnerships and ECC.

#### **4: SEPP Operational surplus - carry forward into new arrangement**

4.1 Any surplus remaining at the end of the current Joint Committee Agreement will transfer into the new arrangement but will remain the sole responsibility of the SEPP Joint Committee to determine how this surplus is used and allocated in accordance with Section 55 of the RTRA 1984.

#### **5: Management of deficit under the new arrangement**

5.1 In the unlikely event that an operational deficit presents itself, which is not able to be contained by the current business plan (i.e. the deficit reserve or by cessation of spending in part 2 and part 3 or reducing any other part of operational expenditure as appropriate), then the remaining deficit will be supported on an equal basis by each of the seven members of the SEPP Joint Committee.

5.2 The SEPP Annual Business Plan for 2022-23 to be presented to the Joint Committee at its meeting in December 2021 will recommend the allocation of £300,000 of the Joint Committee held reserve fund to mitigate any risk of a deficit position to the Partners.

**6: Service delivery of other functions and new initiatives on behalf of ECC**

6.1 In addition to the functions covered in the Joint Committee Agreement there is the opportunity for the Partnership to deliver other functions and initiatives on behalf of ECC.

The additional functions that have jointly been agreed in principle with the parking partnerships are:

- the rollout of the Park Safe project (to promote safe parking outside school clearways, monitored in real time by civil enforcement officers (CEOs) viewing cameras located in optimum locations close to the school)
- additional on street Pay & Display (P&D) parking

The model for these projects is detailed in detailed in **Table 2** – these are not included within Parts 1, 2 and 3 above as they will be delivered under a separate arrangement to be agreed.

**Table 2**

Description	SEPP
<b>On Street P&amp;D Parking:</b>	All expenditure and income remains in the SEPP account and contributes to parts 1,2&3
a) existing sites	
b) additional sites	Equipment investment and on-going maintenance costs funded by ECC
	Income (P&D) to ECC; No SEPP management or operational costs to be charged to ECC but SEPP will retain all PCN income
	Where ECC don't want to pursue any proposed new sites but the Joint Committee do, the Joint Committee will fund the implementation of the schemes and the income contribute to parts 1, 2 and 3 of the new working arrangements.
<b>Park Safe (outside schools):</b>	Camera equipment investment and maintenance cost, plus agreed SEPP management cost for SEPP to operate the function to be funded by ECC. ECC retain PCN income

## **7: Possible future initiatives**

7.1 The agreement will also set out a basis for other activities to be incorporated in the future – e.g. discretionary disabled badge holder bays, enforcement on highways outside country parks, Traffic Management Act 2004 Part 6 moving traffic offences and electric vehicle charging points, should ECC wish to pursue any of the above. This list is not intended to be exhaustive and these will be reviewed on a case-by-case basis in line with the appropriate procurement and subject to separate arrangements.