

APPENDICES

A number of documents support this toolkit. These are located on the HMEP website at: <http://www.dft.gov.uk/hmep/>

Each of these documents is summarised in the following appendices below:

Appendix A – Training Requirements

Appendix B – Tyne and Wear Urban Traffic Management Control System

The following summary documents are included:

- The Collaborative Agreement
- Policy Manual section 1 – Mission and Policy Statement
- Policy Manual section 2 – Policy Overview and Guiding Principles (Includes governance arrangements)
- Policy Manual section 4 – Communications.

Appendix C – Central Wales Infrastructure Collaboration

The following summary documents are included:

Collaborative Agreement
Business Plan for 2012 / 13

Appendix D – Warwickshire County Council and Coventry City Council Shared Service

Memorandum of Understanding.

Appendix E – Urban Traffic Management Control System

The following summary documents are included:

Business Case.

Appendix F – Nottinghamshire and Derbyshire County Council – Shared Parking Enforcement

The following summary documents are included:

Cabinet paper.

Appendix G – Example Savings Pro forma

Appendix H – Management Sharing – London Boroughs

The following summary documents are included:

Annual review: Tri-borough one year on.

APPENDIX A – TRAINING REQUIREMENTS

Available on the HMEP website at <http://www.dft.gov.uk/hmep/efficiency/shared-service-toolkit.php>

These Microsoft Powerpoint slides offer an overview on all aspects of shared services, the drivers and the benefits that are generated. These are aimed at three distinct audiences: Council Elected Members, Senior Officers and Officers reproduced below:

Appendix A1 - Members

Why You Should be Considering Sharing Services in Highway Delivery



Highway Maintenance Efficiency Programme

Highway Maintenance Services

Why You Should be Considering Sharing Services in Highway Delivery

Accompanies the Shared Service Toolkit November 2012 Appendix A1 - Members



Highway Maintenance Efficiency Programme

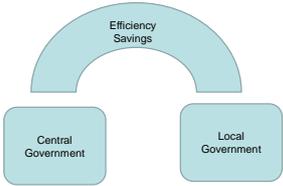
A highway shared service is defined as:

“a grouping of two or more LHA’s who share the delivery of one or more services”



Highway Maintenance Efficiency Programme

Drivers for Sharing Services




Highway Maintenance Efficiency Programme

Drivers for Sharing Services

Central Government

The National Infrastructure Plan (Nov 2011) seeks to reduce costs of delivering services giving savings of between £20bn - £30bn over the next decade

“There needs to be more sharing of services and management teams. There are not enough shared services.”

Eric Pickles DCLG Secretary of State



Highway Maintenance Efficiency Programme

Drivers for Sharing Services

Local Government

Local politicians want to be assured that their local highways service delivery is as efficient and effective as possible.

Furthermore, given shrinking budgets, you want as much expenditure as possible being directed towards front line services.

Retention of skilled resources is an immediate need.

Sharing services between local highway authorities delivers these goals



Highway Maintenance Efficiency Programme

Drivers for Sharing Services

Efficiencies

Sharing Services saves money because it:

- Reduces duplication of resources within sharing authorities;
- Lowers costs (because the volume of the shared work is greater than that of the individual sharing authorities and promotes economies of scale);
- Shortens delivery timescales for work-streams through joint procurement;
- Helps develop good practices;
- Transfers knowledge through the sharing of skilled resources.

HMEP
Highways Maintenance Efficiency Programme

Why?

Sharing Services between authorities delivers significant efficiencies of up to 11% of throughput
(Shared Service Toolkit – HMEP January 2013)

“For all benefits there is no loss of sovereignty for the individual authority nor is it a drain on resource.”
Matthew Lugg OBE – HMEP Advocate

HMEP
Highways Maintenance Efficiency Programme

Generating the Efficiencies

Shared Services can be grouped into 4 main headings:

| | |
|---|---|
| <p>Operational Services</p> <ul style="list-style-type: none"> • Cyclic and routine maintenance • Network and street-works management • Schemes procurement | <p>Technical Services</p> <ul style="list-style-type: none"> • Urban traffic control • Asset management • Scheme design |
| <p>Back office Services</p> <ul style="list-style-type: none"> • Civil parking enforcement • Road opening noticing • Call centres | <p>Management Services</p> <ul style="list-style-type: none"> • Management resource • Procurement resource |

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The Toolkit

The HMEP Shared Service Toolkit - Setting up and operating a shared service for highway services

The toolkit includes:

- step by step actions for the setting up and operating stages;
- case studies of shared services currently operating and their efficiency gains;
- lessons learnt from current shared services.

With the support of this toolkit and with leadership from yourselves the cost and time for setting up a shared service will be considerably reduced and your efficiencies generated.

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Supporting HMEP Documents

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Highways Maintenance Efficiency Programme

Thank you for your time and interest

If you would like to discuss any further aspects of forming and operating a shared service please contact:

Matthew Lugg OBE – HMEP Advocate
Former President of Association of Directors of Environment, Economy, Planning and Transportation (ADEPT)

Appendix A2 – Senior Officers

Why You Should be Considering Sharing Services and Setting up and Operating a Shared Service

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Why You Should be Considering Sharing Services and Setting up and Operating a Shared Service

Accompanies the Shared Service Toolkit – November 2012
Appendix A2 – Senior Officers

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A highway shared service is defined as:

“a grouping of two or more LHA’s who share the delivery of one or more services”

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Drivers for Sharing Services

The diagram consists of two light blue rounded rectangular boxes at the bottom, labeled 'Central Government' on the left and 'Local Government' on the right. A light blue arch connects the top of these two boxes, with the text 'Efficiency Savings' centered within the arch.

HMEP
Highways Maintenance Efficiency Programme

Drivers for Sharing Services

Central Government

The National Infrastructure Plan (Nov 2011) seeks to reduce costs of delivering services giving savings of between £20bn - £30bn over the next decade

“There needs to be more sharing of services and management teams. There are not enough shared services.”

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Highways Maintenance Efficiency Programme

Drivers for Sharing Services

Local Government

Local politicians want to be assured that their local highways service delivery is as efficient and effective as possible.

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HMEP
Highways Maintenance Efficiency Programme

Drivers for Sharing Services

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HMEP
Highways Maintenance Efficiency Programme

Why?

If your answer to any of these questions is Yes for a particular service then the opportunity for sharing the service with other authorities should be investigated

| Ref | Question | Response |
|-----|---|----------|
| 1 | Do the public/users expect the service to be seamless across authority boundaries? | Yes/No |
| 2 | Does the authority, cabinet wish to see more cooperation with neighbouring authorities? | Yes/No |
| 3 | Are there operational benefits from delivering a seamless service across authority boundaries? | Yes/No |
| 4 | Is this a specialist service that will not be sustained unless other authorities use it? | Yes/No |
| 5 | Is your authority lacking a specialist skill which is difficult/expensive to buy in? | Yes/No |
| 6 | Is it likely that better value will be obtained if the service carries out a higher volume of work, with lower overheads? | Yes/No |
| 7 | Does my direct service organisation need to increase its order book to ensure that it has a sustainable future? | Yes/No |
| 8 | Is sharing a service likely to allow skilled staff to be retained also saving on redundancy costs? | Yes/No |
| 9 | Is collaborative action on this service, through a highway alliance, unlikely? | Yes/No |

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Why?

Examples of benefits from current shared service arrangements as detailed in the HMEP Shared Services Toolkit

Black Country Minor works framework

- Savings in procurement costs of £300k
- Savings from combined throughput generating better rates of £720k per annum

Back office sharing – parking enforcement

- Savings through economies of scale generating savings for all partners of £45k per annum
- Consistency of customer approach in neighbouring partner authorities

Tayside Contracts – provision of highway maintenance to three unitary authorities

- Savings from economies of scale and efficiencies at an average of £850k per annum
- Investment over 16 years of £15.5m into delivery resources

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How

Shared services can be grouped into 4 main headings:

Operational Services

- Cyclic and routine maintenance
- Network and street-works management
- Schemes procurement

Technical Services

- Urban traffic control
- Asset management
- Scheme design

Back office Services

- Civil parking enforcement
- Road opening noticing
- Call centres

Management Services

- Management resource
- Procurement resource

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How
The Toolkit

The HMEP Shared Services Toolkit (January 2013) has been written to assist highways authorities set up and operate a shared service. This will substantially reduce the time and costs required.

The toolkit has been developed through the following actions:

- An initial survey of all English local highway authorities was undertaken in October 2011 by the HMEP to determine what shared services were in existence and how they operated - including their experiences of forming a shared service;
- The toolkit content is drawn from both the survey and experience of good practice drawn together from within the construction sector;
- Current shared services operating were identified and their respective managers interviewed to establish lessons learnt, good practice and to build the case studies used in the toolkit.

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The diagram opposite illustrates the steps required for setting up and operating a shared service.

Within the toolkit each of these steps is covered in detail and includes case studies and examples wherever possible, from existing shared services as well as the challenges overcome and lessons learnt.

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Key Requirements

Interviews with authorities currently sharing services highlight key requirements needed to set up and operate shared services. These have been extracted from lessons learnt and include:

- **Leadership**
 - Momentum and enthusiasm from the top down and identify lead authority from the outset
- **Political challenges**
 - Need to emphasise no loss in sovereignty and the projected efficiency savings from a robust business case
- **Overcoming the reluctance for change**
 - Essential for the success of the service
- **Missed savings and not gauging the efficiency of the service**
 - It is important to demonstrate the success of the shared service and to continually look for improvement

This is the key role for the Senior Officers - support and enthusiasm to ensure the successful launch and operation of the shared service

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Supporting HMEP Documents

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Thank you for your time and interest

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Former President of Association of Directors of Environment, Economy, Planning and Transportation (ADEPT)

Appendix A3 – Officers

Setting up and Operating a Shared Service

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Setting up and Operating a Shared Service

Accompanies the Shared Toolkit November 2012
Appendix A3 – Officers

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Drivers for Sharing Services

Efficiencies

Sharing services saves money because it:

- Reduces duplication (for example, authorities otherwise separately procuring similar services and management);
- Lowers costs (because the volume of work commissioned under one contract goes up so service providers' costs are more widely spread);
- Shortens delivery timescales for work-streams through joint procurement;
- Helps develop good practices.

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Why?

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(Shared Service Toolkit – HMEP January 2013)

“For all benefits there is no loss of sovereignty for the individual authority nor is it a drain on resource.”
Matthew Lugg OBE - Chair of HMEP Project Board

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Why?

Main reasons for authorities entering into or maintaining a shared service are:

- Legacy Contracts
- Authorities that are currently delivering the service but want to make savings / improve the service
- Authorities who want to make a seamless service for the public
- Authorities that can fill a skill gap which another authority can fill
- Authorities with a political imperative to fulfil
- Authorities who wish to retain a specific skill / service in the face of a reducing workload
- Authorities who wish to sustain / develop their in-house capability and require increased throughput

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Why?

Examples of benefits from current shared service arrangements as detailed in the HMEP Shared Services Toolkit

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| 9 | Is collaborative action on this service, through a highway alliance, unlikely? | Yes/No |

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What Service?

Shared services can be grouped into 4 main headings:

1. Operational Services
Including:

- Cyclic and routine maintenance
- Network and street-works management
- Schemes procurement
 - Carriageway resurfacing
 - Street lighting schemes
 - Improvement schemes
- Reactive maintenance
- Winter maintenance

2. Technical Service
Including:

- Urban traffic control
- Asset management
- Scheme design
- Weather forecasting
- Bridge management

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What Service?

Shared services can be grouped into 4 main headings:

3. Back office Services
Processing and administration
Including:

- Civil parking enforcement
- Road opening noticing
- Call centres
- Insurance claims

4. Management Services
Shared management arrangements
Including:

- Management resource
- Procurement resource

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Highways Maintenance Efficiency Programme

How The Toolkit

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How

Self-diagnosis

The figure opposite (available in the toolkit) allows an authority to track the decision route and potential outcomes when asking themselves two fundamental questions:

Where can we improve efficiencies and generate savings?

and

What is our situation with resources and skills?

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The diagram opposite illustrates the steps required for setting up and operating a shared service.

Within the toolkit each of these steps is covered in detail and includes case studies and examples wherever possible, from existing shared services as well as the challenges overcome and lessons learnt.

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Key Requirements

Interviews with authorities currently sharing services highlight key requirements needed to set up and operate shared services. These have been extracted from lessons learnt. These include:

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Setting Up a Shared Service

Developing the Business Case

The business case is a fundamental requirement. It acts as a driver for establishing the shared service and offers a benchmark for assessing the operating efficiency.

1. Strategy
2. Objectives
3. Option appraisal
4. Commercial aspects
5. Affordability
6. Achievability

These are covered in detail in the next slides

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Setting Up a Shared Service

Developing the Business Case

Strategy

- What is the shared service?
- Why is it required?
- How will it contribute to the business (efficiencies and / or resources)?

Objectives

- What are the benefits ?
- How will success be measured?

Option appraisal

- High level cost / benefit analysis for options of delivery (e.g. in-house, external, inter-authority)

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Setting Up a Shared Service

Developing the Business Case

Commercial

- Sourcing options with rationale for their selection
- Key commercial arrangements (contract terms, contract length, payment mechanism, incentives)

Affordability

- Are partnering authorities willing and able to contribute? (money and / or resource time)
- Estimates of the projected whole life cost of the service (minimum 5 years)
- Return on investment

Achievability

- High level plan for achieving outcomes and milestones
- Contingency plans and risk analysis

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Operating the Shared Service

Key Requirements

- Continuous Improvement and Gauging the Efficiency
 - establish shared service KPI's; review annually, at a minimum
 - implement improvement actions
- Identifying New Opportunities and Objectives
 - fundamental to continuous improvement through extending scope of existing shared service or introducing new shared service
- Training
 - up-skilling of staff
- Identifying and Recording Savings
 - commitment to quantifying savings and innovations is paramount

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Supporting HMEP Documents

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Highways Maintenance Efficiency Programme

Thank you for your time and interest

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APPENDIX B – TYNE AND WEAR URBAN TRAFFIC MANAGEMENT CONTROL SYSTEM

The following summary documents are included:

- The Collaborative Agreement
- Policy Manual section 1 – Mission and Policy Statement
- Policy Manual section 2 – Policy Overview and Guiding Principles (Includes governance arrangements)
- Policy Manual section 4 – Communications

The Collaborative Agreement

Dated 2011

Gateshead Council

The Council of the City of Newcastle upon Tyne

North Tyneside Metropolitan Borough Council

The Council of the Borough of South Tyneside

The Council of the City of Sunderland

and

The Tyne and Wear Passenger Transport Executive

Tyne and Wear Urban Traffic Management Control System

Collaboration Agreement

Contents

Clause

1. Definitions and Interpretation
2. Background
3. Commencement and Duration
4. Membership of the Partnership
5. Partnership Governance
6. General Obligations of Partners
7. Data Use and Sharing
8. Intervention Controls
9. Appeals and Arbitration on Interventions
10. Role of Lead Authority
11. Finance
12. Confidentiality and Publicity
13. Freedom of Information and Data Protection
14. Termination
15. Notices
16. Entire Agreement
17. Variation
18. Force Majeure
19. Severance
20. Costs and Expenses
21. Law and Jurisdiction
22. Counterparts

This Agreement is dated/...../..... theday of2011

Between

1. **Gateshead Borough Council**, of Civic Centre, Regent Street, Gateshead, Tyne and Wear, NE8 1HH;
2. **The Council of the City of Newcastle upon Tyne**, of Civic Centre, Barras Bridge, Newcastle Upon Tyne, Tyne and Wear, NE1 8PP;
3. **North Tyneside Metropolitan Borough Council**, of Quadrant, Silverlink North, Cobalt Business Park, Newcastle Upon Tyne, Tyne and Wear, NE27 0BY;
4. **The Council of the Borough of South Tyneside**, of Town Hall, Westoe Road, South Shields, Tyne and Wear, NE33 2RL;
5. **The Council of the City of Sunderland**, of Civic Centre, Burdon Road, Sunderland, Tyne and Wear, SR2 7DN;
6. **The Tyne and Wear Passenger Transport Executive** (otherwise known as 'Nexus'), of Nexus House, St James Boulevard, Newcastle upon Tyne, NE1 4AX.

who together are known as “**the Partners**” and individually as a “**Partner.**”

1. Definitions and Interpretation

1.1 In this Agreement:

‘**Area**’ means Tyne and Wear;

‘**Chief Executives Group**’ means the Tyne and Wear Joint Chief Executives Group comprising the Chief Executives of each of the LA Partners;

‘**Commencement Date**’ means the 13th day of May 2011;

‘**ITS**’ means an Intelligent Transport System;

‘**LA Partner**’ means a Partner who is a local authority;

‘**Lead Authority**’ means the Council of the City of Newcastle upon Tyne;

‘**LTP3**’ means the current and third statutory Local Transport Plan for the Area;

‘**Network**’ means the road network across the Area;

‘**Nexus**’ means the Tyne and Wear Passenger Transport Executive

‘**Partner**’ means each person who is party to this Agreement;

‘**Project Fund**’ means the monies reserved by the Partners to provide revenue funding for the project as described in clause 2.7

‘**Strategy Group**’ means the joint group of officers established under clause 5.2;

‘**Strategy Group Member**’ means any member of the Strategy Group as described in clause 5.2;

‘**UTMC**’ means Urban Traffic Management Control;

‘**UTMC Facility**’ means the UTMC System and its operating staff and accommodation as described i

‘**UTMC System**’ means the UTMC common data base and all associated adaptors and other equipment, including the data on it and its integration links with the ITS of each Partner;

‘**UTMC Team**’ means the project staff described in clause 5.6;

‘**UTMC Specialist**’ means the person described in clause 5.6;

‘**Working Day**’ means any day that is not a Saturday, Sunday or public holiday in England and Wales’.

1.2 In this Agreement unless the context otherwise requires:

Clause headings are for ease of reference only and shall not affect the interpretation of this Agreement;

Words in the singular include the plural and vice versa.

A reference to one gender shall include a reference to the other.

A reference to writing or written includes faxes but not email.

2. Background

2.1 The LA Partners are the highway authorities for their respective districts within the Area and Nexus is the passenger transport executive for the Area under the Transport Act 1968;

2.2 The Traffic Management Act 2004 requires each highway authority to ensure the expeditious movement of traffic on its road network as well as the networks of surrounding authorities;

2.3 Work carried out by the Partners under the auspices of the Transport Innovation Fund has identified the implementation of an Urban Traffic Management Control ('UTMC') system as the most appropriate means to deliver improved transport efficiencies and to make better use of existing and future local Intelligent Transport Systems ('ITS') by allowing co-ordinated and proactive management of the whole Network;

2.4 In particular in 2009 a UTMC Project Board appointed by the Partners and comprising their nominated officer representatives commissioned a UTMC Vision Document and Specification which identified the need for a central management facility with a common database to incorporate existing ITS assets deployed throughout the area;

2.5 After undertaking a full EU procurement process the Partners on 27 August 2010 approved the appointment of Mott MacDonald as supplier of a UTMC Common Database and associated adaptors;

2.6 The Partners have also approved accommodation within Newcastle University as the location for the UTMC Facility. The Lead Authority (on behalf of the Partners) took possession of that accommodation on 13 May 2011 with a five year lease from that date;

2.7 The Partners have agreed to allocate the sum of £1.1million ("the Project Fund") from their Congestion Reduction Reward Funding from the Department of Transport to provide revenue funding for the operation of the UTMC Facility for up to five years;

- 2.8 The Partners have agreed to appoint the Council of the City of Newcastle upon Tyne as the Lead Authority for the purposes of this joint project and the said Council has agreed to so act and to thereby provide services to support the operation of the Partnership;
- 2.9 The Partners have agreed to enter this Agreement in order to govern the relationship between them and with the Lead Authority to ensure the effective operation of the UTMC Facility;
- 2.10 Each of the LA Partners has well-being powers under section 2 Local Government Act 2000 which entitle them to enter into this Agreement and Nexus has power under section 10 Transport Act 1968 to do all things which are in its opinion necessary to facilitate the proper carrying out of its business.

3. Commencement and Duration

- 3.1 This Agreement and the Partnership shall begin on the Commencement Date.
- 3.2 This Agreement and the Partnership shall continue for a period of five years from the Commencement Date and thereafter from year to year provided that:
 - (i) following expiry of the first three years the Partnership may at any time thereafter be terminated earlier by any Partner who (a) has good and reasonable cause to be satisfied that the monies remaining in the Project Fund will be insufficient to meet the likely revenue costs of the Partnership beyond the proposed early termination date and (b) gives to the other Partners at least two calendar months notice of such date; and
 - (ii) any Partner may terminate the Partnership at the end of the fifth year or on any anniversary thereof by giving to each of the other Partners at least two calendar months prior written notice of its wish to do so in which event the Partnership shall terminate at the end of the fifth year or (as the case may be) such anniversary date.

4. Membership of the Partnership

- 4.1. Each Partner shall be a member of the Partnership and warrants it has necessary consent and authority to enter into this Agreement.
- 4.2 The Partners agree that the Partnership shall take the form of the mutual commitments in this Agreement and that nothing in it shall constitute a legal partnership between the Partners and that none of the Partners shall (except where expressly provided for in this Agreement) have authority to contract or undertake any liability or obligation on behalf of any of the other Partners.

5. Partnership Governance

Chief Executives Group

- 5.1 The Chief Executives Group shall have ultimate executive responsibility and oversight of the UTMC Facility and shall receive from the Strategy Group at least once every year a full report on its operation and any relevant issues or developments, including a breakdown of past and planned expenditure, performance and any proposed enhancements or improvements to the Facility.

Strategy Group

- 5.2 Strategic direction of the Partnership shall be led by a Strategy Group which shall comprise:
- (a) One District Policy Officer from each of the five LA Partners who shall be an existing member of their Joint Transport Steering Group;
 - (b) The statutory District Traffic Manager from each of the five LA Partners;
 - (c) One officer representative from and appointed by Nexus;
 - (d) The Chair of the Strategy Group will be a District Traffic Manager from one of the LA Partners. This role will rotate around the five LA Partners on an annual basis, with the Lead Authority providing the Chair for the first year.

There shall be a quorum of the Strategy Group when at least one representative from each of the LA Partners is present. The Group will seek wherever possible to reach agreement by general consensus but where this is not possible decisions will be made by a majority vote, with Nexus and each LA Partner having one vote and the chair having a second or casting vote.

- 5.3 The Strategy Group will initially meet on a monthly basis but may be convened on a more or less frequent basis as determined by the Group in the light of operational requirements. Any Partner or Strategy Group Member who considers there are exceptional circumstances justifying the need for a special meeting of the Strategy Group in advance of the next planned meeting can convene such a special meeting by giving at least 48 hours written notice to the other Partners specifying the time and place of such meeting.
- 5.4 In addition to the voting members of the Strategy Group described in 5.2, a representative of the Tyne and Wear Traffic Signals Group shall be entitled to attend all meetings of the Strategy Group in an advisory capacity and the Strategy Group may from time to time invite advisory representation from any other relevant stakeholder it considers appropriate (e.g. the Highways Agency)
- 5.5 The Chair of the Strategy Group shall seek to ensure that not less than 5 working days before any meeting an agenda and any written reports are sent to the nominated contact officer of each Partner, together with the minutes of the previous meeting.

Day to Day Operation

5.6 The Lead Authority shall employ on behalf of the Partners:

(a) a full-time UTMC Specialist who will manage and supervise the day to day operation of the UTMC Facility and its technical staff and who will report to and be managed by the Lead Authority's District Traffic Manager on a day to day basis;

(b) three UTMC technicians (or such other number as may from time to time be agreed by the Strategy Group) who shall be managed by and report to the UTMC Specialist.

Subject to any other arrangements which may be agreed and directed by the Strategy Group from time to time, these staff ("the UTMC Team") shall between them staff and operate the UTMC Facility on weekdays (excluding Bank Holidays) from 7.00am to 7.00pm and, outside these hours, for special events as considered appropriate and negotiated with the organiser or sponsor of any such event and subject to the cost of any such out of normal hours operation being borne by the relevant sponsor or organiser.

5.7 The primary responsibility of the UTMC Team during their hours of operation will be to use the UTMC System and all information provided to them by the Partners, either through that System or otherwise, to continually monitor conditions on the Network across the Area and to make appropriate temporary interventions to ensure the most effective and efficient operation of the Network as circumstances change. Such interventions shall be all those reasonably available to them at any particular locations across the Network, including for instance (a) making incremental changes to traffic light patterns; (b) altering the priority given to particular vehicle types by the traffic light system; and/or (c) displaying appropriate road message signs.

5.8 The UTMC Team shall at all times operate and make interventions in accordance with any policies and strategies approved by the Strategy Group from time to time.

6. Operational Obligations of Partners

6.1 Each Partner shall:

(a) co-operate with each other, the Strategy Group and the UTMC Team to help ensure the most effective use of the UTMC Facility;

(b) in particular at all times (subject to clause 7 below) provide to the UTMC System all relevant data streams from each of its own ITS facilities including (to the extent any Partner holds such data) information from its street-works database; weather detectors; air quality data; traffic signals data; information from any car park guidance system operated by it; and highway management CCTV images.

- (c) take all reasonable steps to ensure that its own ITS facilities are adequately integrated to the UTMC System to ensure the effective transfer from one to the other of all relevant road condition and traffic data.
- 6.2 Each Partner also agrees to the UTMC Team making the interventions referred to in clause 5.7 subject to the supervision and control provisions in this Agreement.
- 6.3 Any Partner who in future purchases any new or additional ITS facility (and wishes it to be integrated on the UTMC system) shall ensure that from the outset of the procurement process it shall be clearly specified as a requirement that the facility will be compliant and capable of integration with the UTMC System. Responsibility for the sharing by the other Partners of any additional costs incurred by the purchasing Partner arising from such integration of the new or additional facility will be subject to negotiation by the Partners (initially through the Strategy Group) but shall be subject to the underlying principle that responsibility should be based on the value added by such integration to the UTMC Facility as a whole rather than that derived by the individual purchasing Partner.

7. Data Use and Sharing

- 7.1 The following provisions will apply in relation to any data provided by a Partner (either through its ITS facility or otherwise) to the UTMC System and the UTMC Team and shall also apply to such data as may be provided by the UTMC System or UTMC Team to any other Partner:
 - (i) All such data will be used only to monitor conditions on the road network or for such other purposes as are expressly provided for in this Agreement;
 - (ii) No data (except for that shown on CCTV images) will relate to any living individual so that it will not be subject to the Data Protection Acts;
 - (iii) The only CCTV images to be shared will be those of the road network showing views that would be readily accessible to any member of the public using, or in the vicinity, of the road in question;
 - (iv) Data relating to any third party (for example, a bus operator) which is deemed to be commercially sensitive will be treated as such;
 - (v) If any future ITS facility operated by any Partner is able to provide data which can be linked to any living individual (such as for instance automated number plate recognition), no transfer or use of that data will be made under this Agreement without a suitable data sharing agreement first being drawn up and agreed between that Partner and the Lead Authority;
 - (vi) CCTV images will be used only to visually assess conditions on the highway network and such images will not be stored on the UTMC Database;

(vii) All data (other than CCTV images) will be stored on the UTMC Database to provide profiles and patterns of network conditions so as to better inform future intervention strategies.

8. Intervention Controls

- 8.1 The Strategy Group will develop and agree policies, strategies and guidance to regulate the operation and intervention of the UTMC Team and which will be designed to deliver the policy aims of LTP3 and will outline the principles to be used by that Team for both planned and unplanned events and incidents.
- 8.2 The Strategy Group will also develop and agree a prioritisation system to be applied by the UTMC Team when dealing with multiple incidents on the Network.
- 8.3 The UTMC Team will ensure that whenever implementing interventions on the Network they shall give due consideration to the hierarchy of road users set out in LTP3 and Network Management Plans and that due care will be taken to ensure that any intervention does not unnecessarily impact adversely upon other user groups or policy objectives of any of the Partners.
- 8.4 Feedback from road users and other relevant stakeholders (such as bus operators) will be actively encouraged via the web to help inform the Partnership of the effectiveness and impact of the UTMC Facility and the interventions of the UTMC Team.
- 8.5 The UTMC Team will as a matter of routine keep under review the impact of any interventions made by them in the Network and report to the UTMC Specialist upon any cases of particular importance or significance.
- 8.6 In any case where the UTMC Specialist considers there has been a major intervention in response to either a planned or unplanned event which s/he considers should be formally reviewed to assess either (a) its effectiveness or impact on the wider Network or (b) how it might influence future policy development, then the UTMC Specialist shall prepare a short report to the Strategy Group detailing:
- (i) the nature of the incident;
 - (ii) the intervention which was implemented and the intended outcome;
 - (iii) the actual outcomes;
 - (iv) a summary of any relevant feedback;
 - (v) any lessons learnt and any recommendations for future action.

9. Appeals and Arbitration on Interventions

- 9.1 In any case where a Traffic Manager for an LA Partner or the relevant manager for Nexus considers that an intervention was implemented incorrectly or inappropriately

on its part of the Network (or a neighbouring part which impacts on its part) then s/he should initially raise the issue with the UTMC Specialist.

- 9.2 The UTMC Specialist shall then as soon as reasonably practicable provide to such manager a detailed account of the actions taken and why they were taken and the extent to which s/he considers they were consistent with any intervention policy or guidance issued by the Strategy Group.
- 9.3 If the relevant manager does not consider this account satisfactorily addresses the concern then s/he may refer the matter to the Strategy Group in which event the UTMC Specialist will provide an appropriate report which will be duly considered by the Strategy Group together with any representations from the relevant manager.
- 9.4 If the relevant manager does not consider the Strategy Group has resolved the matter satisfactorily, or the Group itself feels unable to do so because of conflicting policy aspirations and demands, then the matter will be referred to the Joint Chief Executive's Group for arbitration whose decision will be binding.

10. Role of Lead Authority

- 10.1 The Lead Authority shall on behalf of all the Partners:
 - (a) employ the UTMC Team on the terms and conditions of employment applicable to other employees of the Lead Authority on the appropriate grade as determined by the Strategy Group;
 - (b) hold and administer the Project Fund and provide necessary budgetary and accountancy support to the Partnership;
 - (c) hold the University accommodation referred to in clause 2.6 or such other property used for the UTMC Facility;
 - (d) hold ownership of the UTMC System;
 - (e) at the request of the Strategic Group procure any equipment or services required for the purposes of the project provided that it shall have discretion not to do so if it considers there is no specific or adequate provision in the Partnership budget for such expenditure;
 - (f) provide any necessary support service to meetings of the Strategy Group.
- 10.2 All costs and expenses reasonably incurred by the Lead Authority in discharging these responsibilities shall be reimbursed to it by the Partnership and provision for such expenditure shall be included in the Partnership's annual budget, provided that the charges for such services will not exceed actual costs as calculated in accordance with the Best Value Accounting Code of Practice.
- 10.3 In procuring any contract for the Partnership the Lead Authority will follow its Procurement Procedure Rules and shall also comply with all relevant procurement legislation, case law and regulations which are in force for the time being.

11. Finance

- 11.1 For each financial year commencing 1 April the Lead Authority will by the preceding 31 January prepare a draft revenue budget for the approval of the Strategy Group and will also prepare within 20 Working Days of the Commencement Date a draft revenue budget until 31 March 2012 for the Strategy Group’s approval.
- 11.2 The Lead Authority will keep the Strategy Group informed of financial progress during the course of each year.
- 11.3 It is expected that all normal revenue expenditure by the Partnership will be met from the Project Fund and that the Strategy Group will set the Partnership budget and approve expenditure to reflect that expectation.
- 11.4 Except as expressly provided for in this Agreement no Partner shall be liable to make any financial contribution to the Partnership (beyond any existing contribution to the Project Fund) without the express agreement of that Partner.
- 11.5 In the event of any Partner incurring any liability to any third party as a result of the operation of the UTMC Facility or this Partnership generally then all the LA Partners shall share the cost of such liability (and shall reimburse that Partner accordingly) in the same proportion as the last officially recorded populations of their respective areas bear to each other except to the extent that such liability has arisen as a result of any unlawful act or wilful misconduct or gross negligence by that Partner or its employees or agents.

12. Confidentiality and Publicity

- 12.1 No Partner or Strategy Group Member shall:
 - (a) Disclose financial or other information which s/he has received in confidence or which has been classified, or can reasonably be regarded, as confidential to the Partnership unless disclosure is required by law or agreed to by the person who provided the information or by the Strategy Group.
 - (b) Make a press announcement in relation to the work of the Partnership without first consulting the chair where it is reasonably practicable in the circumstances to do so but in any event the Strategy Group shall be informed at its next meeting of any such press announcement which has been made.

13. Freedom of Information and Data Protection

- 13.1 Each Partner shall assist and co-operate with any other Partner to comply with any information disclosure obligations that the other Partner may have under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 in relation to information concerning the Partnership and in so doing will comply with any timescale notified to it by the Partner subject to the request. It is

acknowledged that each Partner has absolute discretion to apply or not to apply any exemption under the Acts.

- 13.2 Each Partner shall (and shall procure that any of its relevant employees, servants or agents) comply with any requirement under the Data Protection Act 1998 arising from the work of the Partnership.
- 13.3 The Lead Authority shall keep all written records and accounts relating to the Partnership for at least seven years from the termination of this Agreement and shall make them available for inspection by any of the Partners or their auditors or agents at any reasonable time on reasonable notice.

14. Termination

- 14.1 On the termination of this Agreement any of the Project Fund held by the Lead Authority shall firstly be used to discharge any outstanding obligations and/or liabilities of the Partnership (whether existing or prospective) and any remaining funds (or liabilities) will be distributed (or borne) amongst the LA Partners in the same proportion as the last officially recorded populations of their respective areas bear to each other.
- 14.2 Any redundancy or other unexpected costs incurred by the Lead Authority as a result of termination shall be shared, and reimbursed to the Lead Authority, by the LA Partners in the same proportion as the officially recorded populations of their respective areas at the start of that year bear to each other.
- 14.3 On termination the Chief Executive’s Group shall decide what use shall be made, and by whom, of the UTMC System or whether it shall otherwise be disposed of and how the proceeds of any disposal should be equitably distributed.

15. Notices

- 15.1 Any notice required by this Agreement shall be in writing and be served personally, by fax or by sending it by registered post or recorded delivery to the normal address of the recipient
- 15.2 Any notice served personally will be deemed served on the day of delivery; any notice sent by post will be deemed served 48 hours after it was posted; and any notice sent by fax will be deemed served 24 hours after it was despatched provided that where the deemed date falls on a day other than a Working Day the date of service will be the next Working Day.

16. Entire Agreement

- 16.1 This Agreement constitutes the entire agreement between the Partners relating to the Partnership.

17. Variation

17.1 No variation to this Agreement is valid unless in writing and signed by each of the Partners.

18. Force Majeure

18.1 No Partner shall be liable for failure to perform its obligations under this Agreement if such failure results from Force Majeure.

19. Severance

19.1 If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

20. Costs and Expenses

20.1 Each Partner will pay its own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.

21. Law and Jurisdiction

21.1 This Agreement and any dispute or claim arising out of it shall be governed by the laws of England and Wales.

22. Counterparts

22.1 This Agreement may be executed in any number of counterparts each of which shall be an original, but the counterparts shall together constitute one and the same Agreement.

This Agreement has been signed by or on behalf of the Partners and takes effect on the Commencement Date.

SIGNED for and on behalf of each Partner by the following authorised signatories:

Mission and Policy Statement – Extract

Tyne and Wear Urban Traffic Management and Control Policy Manual

Mission and Policy Statement

Mission Statement

To assist in enabling our Local Transport Plan partners to deliver their strategic aims of:

- Supporting economic development and regeneration;
- Addressing climate change;
- Supporting safe and sustainable communities through the efficient use of the transport infrastructure; and
- The provision of accurate and timely information to the travelling public.

Policy Statement

Background

Intelligent Transport Systems (ITS) is a term used to describe a range of tools that combine data collection, processing and storage to provide information and management services to help meet transport objectives or to solve particular problems. In particular, ITS can increase the capacity of the network which can then be efficiently allocated to public transport, cyclists and pedestrians.

ITS can support the work of the Traffic Manager in undertaking the network management duties with respect to the Traffic Management Act (2004).

Many authorities are already employing ITS to assist in the delivery of transport policies or to solve particular problems. The most common tools are:

- **Urban Traffic Control** – a system which co-ordinates traffic signal timings in a network to reduce delays and emissions;
- **Car Park Management** – variable message signs which help drivers to find car parks with spaces;
- **Bus Priority** – a method of providing priority at traffic signal junctions for buses (or emergency vehicles); and
- **Travel Information** – the provision of information to travellers to help them plan their journeys.

Urban traffic Management and Control (UTMC) is an amalgam of these technologies.

UTMC Capabilities

UTMC offers opportunities to:

- Increase the capacity of roads and junctions without increasing their size
- Manage travel demand
- Help reduce the need for new infrastructure.
- Monitor existing services and improve them for the benefit of users.
- Offer value added services to enhance the travel experience.
- Integrate with non transport related services to provide enhanced value for operators and users.

New communications technologies offer genuine opportunities to improve transport networks, and information, thereby making travel in and around the city a more pleasant and safer experience for the people of Tyne and Wear and its visitors.

There are many benefits to implementing UTMC, which include:

- **Improving safety** – responding to incidents and sharing information about transport problems as well as reducing fear of crime and improving security,
- **Protecting the environment** by improving the efficiency of existing transport infrastructure and helping to reduce traffic growth, and
- **Improving partnerships** by facilitating better co-operation with other authorities including the police and sharing information.
- **Reducing overall journey time** by ensuring more appropriate distribution of road space at pinch points on the network
- **Increasing accessibility** by ensuring that people are aware of the full range of journey options available to them, thus enabling them to make trips they may not otherwise be able to make
- **Improving Network Reliability** by managing the road network.
- **Increasing the efficiency** of maintenance by providing asset management tools and targeting maintenance at areas of high stress.

Aims and Objectives

The primary aim of this system is to enable the Plan Partners to meet their statutory obligations and strategic policy aims by reducing congestion through the provision of an efficient network management system. This in turn will lead to a reduced pollution levels, better traveller information and reduced collision levels.

In addition to the ability to manage traffic effectively, UTMC systems have the capacity to link a whole host of infrastructure and data sets to help deliver the key transport shared priorities and assist the Plan Partners in monitoring indicators and setting appropriate targets.

Taking these wider capabilities into account the system objectives are to provide:

- both a strategic and local network management tool;
- improved traffic flows with reduced levels of congestion and carbon emissions;
- real time information to inform the decision process when reacting to situations as they develop on the network;
- real time information to travellers and media to enable efficient use of the network;
- the ability to link all traffic management and information equipment into one system that will have the ability to incorporate emerging technologies as they become available; and
- a framework of data collection, storage and retrieval, which will allow for accurate policy and performance management.

The regional transport objectives are encapsulated within the Tyne and Wear Local Transport Plan with the Traffic Management Act providing a statutory duty for undertaking traffic management operations in liaison with neighbouring authorities. The strong policy commitments and legislative requirements provide significant primary drivers for a regional UTMC system.

Policy Overview and Guiding Principles (Includes governance arrangements) Extract

Tyne and Wear Urban Traffic Management and Control Policy Manual

Policy Overview and Guiding Principles

Policy Overview Traffic Management Act 2004

The Traffic Management Act was introduced in 2004 to tackle congestion and disruption on the road network. The Act introduced the Network Management Duty, which is a statutory duty placed on all local traffic authorities to ensure the expeditious movement of traffic on their road network and those networks of surrounding authorities.

Under the Network Management Duty, the local authority has a duty to reduce the causes of congestion and disruption on the road network, by co-ordinating and managing road and street works effectively, the management of incidents, event planning, the control of parking and the network as a whole.

Network Management Plans

In order to meet their statutory duties, each of the districts has developed their own Network Management Plan (NMP).

These NMPs detail how each of the Local Authority intend to address their Network Management duties and highlight local issues that may need special consideration. They also detail cross boundary issues and arrangements.

The latest version of each of the five NMPs will be held at the UTMC facility and all operators will be aware of the policy objectives contained in each publication.

The responsibility under the Act to perform the network management duty lies with the authority. The responsibility of the UTMC Manager is to apply (on behalf of each Traffic Manager) the policies and procedures set out in each individual Network Management Plan.

The role of the UTMC System is to perform tasks the partners consider will assist them to perform the network management duty. These tasks are explained in the appropriate NMP.

Local Transport Plan

The Tyne and Wear Local Transport Plan (LTP) gives the overarching policy objectives for the Tyne and Wear region covering all five constituent Local Authorities and Nexus.

The latest iteration of the plan is LTP3 and was submitted to DfT by the Integrated Transport Authority (ITA) at the end of March 2011. The three main headline objectives of LTP 3 are:

- Supporting economic development and regeneration;
- Addressing climate change; and
- Supporting safe and sustainable communities.

All of the actions, interventions and policies employed within the UTMC facility should be in support of the above objectives.

UTMC Governance

The Chief Executives Group shall have ultimate executive responsibility and oversight of the UTMC Facility and shall receive from the Strategy Group at least once every year a full report on its operation and any relevant issues or developments, including a breakdown of past and planned expenditure, performance and any proposed enhancements or improvements to the Facility.

Strategic direction of the Partnership shall be led by a Strategy Group which shall comprise:

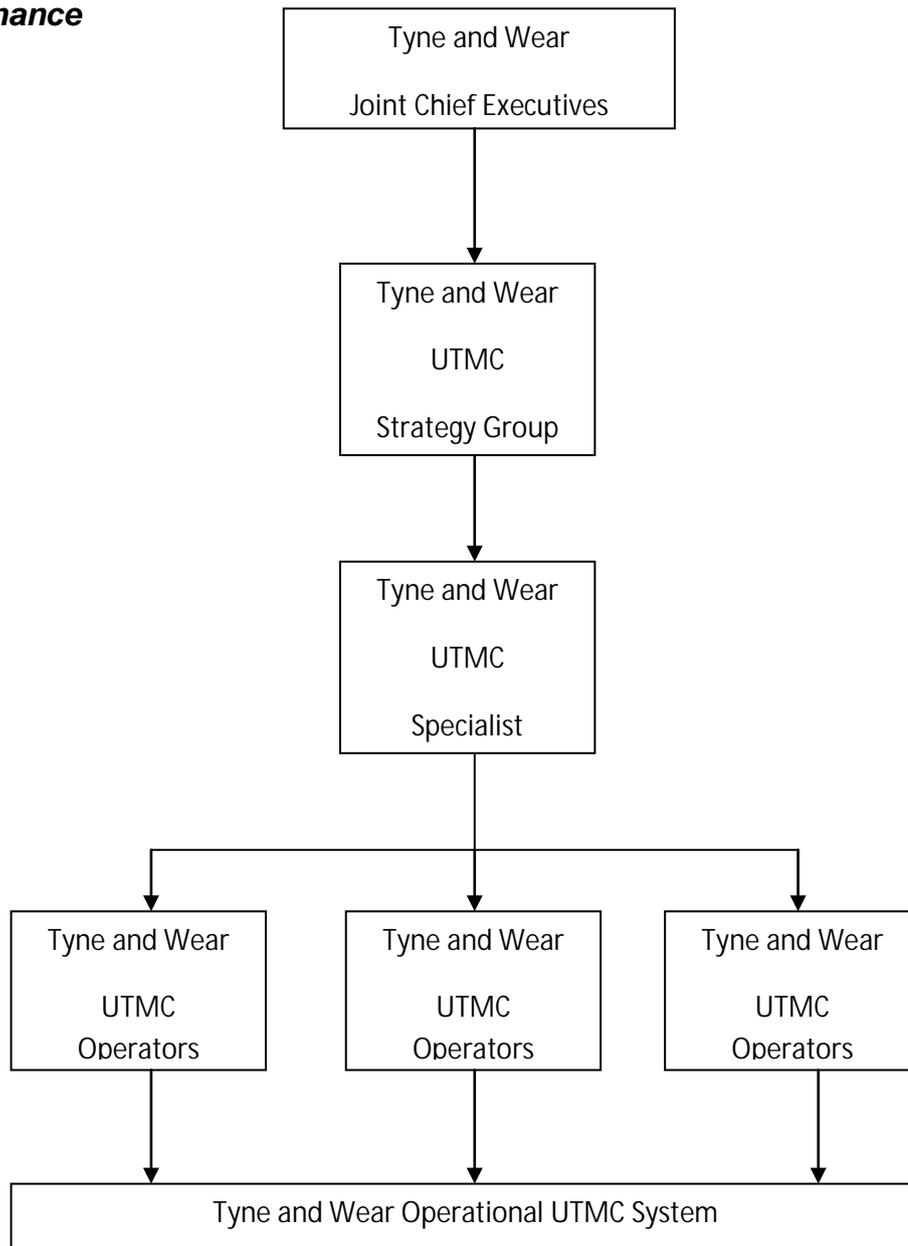
- One District Policy Officer from each of the five LA Partners who shall be an existing member of their Joint Transport Steering Group;
- The statutory District Traffic Manager from each of the five LA Partners;
- One officer representative from and appointed by Nexus;
- The Chair of the Strategy Group will be a District Traffic Manager from one of the LA Partners. This role will rotate around the five LA Partners on an annual basis. If s/he is absent from any meeting the chair for that meeting shall be appointed by and from those present.

There shall be a quorum of the Strategy Group when at least one representative from each of the LA Partners is present. The Group will seek wherever possible to reach

agreement by general consensus but where this is not possible decisions will be made by a majority of those present with the chair having a second or casting vote.

The Strategy Group will initially meet on a monthly basis but may be convened on a more or less frequent basis as determined by the Group in the light of operational requirements. Any Partner or Strategy Group Member who considers there are exceptional circumstances justifying the need for a special meeting of the Strategy Group in advance of the next planned meeting can convene such a special meeting by giving at least 48 hours written notice to the other Partners specifying the time and place of such meeting.

Governance



Guiding Principles

The guiding principles outlined in this section shall be applied to Traffic Management Chapter of this document.

Congestion Corridors

The Tyne and Wear LTP partners have, over the years, developed a Congestion Reduction Plan, which is centred on 16 key corridors, as shown below:

When the network is running well, UTMC operators are to pay particular attention to these corridors to ensure that congestion is kept to a minimum.

In the event of flows breaking down on the network (for whatever reason) the UTMC operators will use the route priority guidance to establish a hierarchy of interventions appropriate to the situation.

The congestion corridors are shown on the map below with a full list and route description at Appendix A.

Route Prioritisation

The prioritisation of routes when considering the impact on the network of an incident or intervention is as follows:

- Congestion Corridors;
- Network Management Plan Hierarchy (or hierarchy given by Traffic Management);
- Other Roads.

To distinguish between roads and routes that have the same status, the average volume of traffic per day will determine the priority. This will not take into account vehicle or user types.

It is important that the effects of dispersed traffic on the due to incidents and intervention elsewhere, even if there is little or no ability to influence the dispersed traffic.

Intervention Monitoring and Reporting

When any intervention is implemented it should be monitored to ensure that it is having the desired effect on the subject road/route and not having negative consequences on other parts of the network.

If negative effects on another part are experienced, then measures to adjust the intervention accordingly to mitigate these effects should be taken. If there are no effective mitigating actions and a negative impact on other parts of the network are an inevitable consequence of the intervention, then a report should be prepared for the relative Traffic Manager(s) whose network is affected. It will ultimately be the Traffic Manager who decides whether the benefits to the subject road outweigh the negative consequences on the neighbouring part of the network. Where the intervention affects neighbouring Local

Authority roads, this process should be carried out in consultation with all Traffic Managers concerned.

Communications

The conditions on the network will automatically be available through the website, with feeds be provided proactively to local media outlets and viral media such as Twitter. The information provided through these means will be relevant factual information relating to journey times, route closures, congestion etc. Specific advice will not be given, except when required for emergency situations as directed by Northumbria Police.

Responsibilities

The responsibility under the Act to perform the network management duty lies with the nominated Traffic Manager for each Local Authority. The responsibility of the UTMC Manager is to apply on behalf of each Traffic Manager the policies and procedures set out in each individual Network Management Plan.

The UTMC manager also has a duty to the partner organisations to apply the strategic transport policies set out by them. It is the partner organisations responsibility to give the UTMC manager clear guidance on priority where there is a conflict.

This manual sets out procedures for the UTMC System in accordance with the NMP and appropriate strategies. Individual Traffic managers have the authority to overrule the UTMC manager at any time in order to perform their duties under Traffic Management Act 2004.

The role of the UTMC System is to perform tasks the partners consider will assist them to perform the network management duty. These tasks are explained in the appropriate Network Management Plan (NMP). The plan also explains how the Highway Authority will manage its road network for the benefit of all road users.

Communications – Extract

Tyne and Wear Urban Traffic Management and Control Policy Manual

Communications Overview

A large part of the function of the UTMC Facility is to provide accurate and timely information to the public to enable individuals to make informed decisions over their travel choices. The information provided will be factually accurate, but will not include specific advice, except when this is required for emergency situations and then only on the direction of the authority coordinating the emergency response.

It is also important that communications between all partners and key stakeholders regarding UTMC activities and planned enhancements is maintained to ensure that the service provided reflects the needs of the partner organisations, stakeholder groups and the travelling public.

Public Facing Communications

In order to enable the public to make informed decisions over their travel choices it is important that they are provided with reliable, accurate and timely information. This information needs to be delivered in a variety of formats in order to reach all segments of the community. Some of the ways that information could be disseminated are:

- Travel alerts through broadcast media, such as local radio;
- Social media such as Twitter;
- Email or Text alerts;
- Websites;
- Smartphone Applications;
- In car navigation devices; and
- On street information.

Initially it will not be possible for the UTMC system to engage in all of the above communication methods. However, as the system develops and a greater understanding of how people react to, and wish to receive their information, the UTMC dissemination methods will evolve to meet these needs as efficiently as possible within its capabilities and financial constraints.

Media Engagement

For the travelling public the source of the information is not necessarily important. Many individuals may prefer to continue to receive their travel information through already established and trusted sources (such as local radio stations). Therefore, the re-using of information that is provided by the UTMC, in order to reach as many people as possible will be actively encouraged.

The UTMC staff will engage with Local Media outlets to raise the profile of the facility and to promote the use of our data as a primary resource for accurate information for all modes of transport within the region.

Website

The public facing website provided as part of the UTMC facility will provide:

- Road works, planned events and incidents;
- Journey times;
- VMS displays;
- Car park occupancy, including predictive occupancy levels;
- CCTV still images (where available and agreed by camera operator);
- Twitter feeds from the UTMC Twitter account;
- News updates on major travel and traffic related issues;

- Journey planning (powered by Transport Direct) and
- Links to other traffic and transport related websites.

As the public recognition of the UTMC brand is not necessarily important and there are already a multitude of transport brands, logos and messages competing for attention, the branding of the website will be that used by the Tyne and Wear LTP.

The address for the website is: www.tyneandweartravel.info

Twitter

A Twitter site has been established for UTMC. The intention is that this medium will proactively provide interested users with an update feed of incidents and issues on the network.

Primarily it is aimed at media outlets and transport operators. However it is open to anybody and within the first six weeks of being established was being followed by over 100 private individuals and interest groups.

Tweets on the site will be generated either by:

- UTMC operators;
- Automated strategies; or
- Incidents and accidents occurring outside the UTMC hours of operation, primarily logged by the Highways Agency.

To remain credible it is essential that the information provided by this service is accurate. Therefore all operator generated tweets must be verifiable at the time of posting. Information received from third parties will be treated with caution until verification has been achieved. If this is not possible, but the incident is of a serious nature the tweet will carry be prefixed to indicate this, for example “there have been reports of...”, rather than reporting the incident as a factual certainty.

The Twitter account can be viewed at <http://twitter.com/#!/TyneWearTravel> and followed via @TyneWearTravel through any Twitter Account.

Future Developments

It is envisaged that over time the methods that are used by UTMC to communicate with the public will develop and expand to meet the needs of all user groups, primarily through:

- Variable Message Signs;
- Smart Phone applications; and
- The provision of Real Time Passenger Information.

Partner and Key Stakeholders

Meetings, Reports and Briefings

Partner organisations will be represented on the UTMC Strategy Group as detailed in the Partnership Agreement and in the Policy Overview section of this document. Key stakeholders will also be invited to Strategy Group meetings as appropriate. This will include representatives from:

- Northumbria Police;
- The Highways Agency; and
- Traffic Signals Group.

In addition to this, Working Groups will be formed to deliver future developments and enhancements to the system as and when required (as directed by the Strategy Group).

Reports on all UTMC activities will be presented regularly to the Strategy Group and be available for a wider circulation as required.

Briefings to the Joint Transport Steering Group and the Integrated Transport Authority will be provided as the system develops.

The UTMC Specialist will be responsible for ensuring that there is appropriate engagement with key stakeholders such as Bus and Freight operators and interest groups.

Web Client

The web client is a secure web site that provides detailed information from the Common Data Management Facility. There are two levels of user permitted on the web client: Administrator; and Viewer.

The Viewer level will allow users to view the detailed information regarding conditions on the network in real time, such as:

- Incidents, Accident and Planned Events;
- Meteorological and Air Quality Data; and
- Current and Future Road Works.

Therefore viewers in one Local Authority will have access to information on all current and planned road works and events (disruptive to the network) on the whole of the Tyne and Wear region rather than being limited to their own part of the network.

In addition to the facilities provided by the Viewer level of access, users with an Administrator logon will be able to create and modify data for incidents, accidents and events. As well as being able to change the status of automated strategies (See Traffic Management Section – Strategy Activation further details).

All Traffic Managers and individuals nominated by Traffic Managers and nominated Northumbria Police Staff, will have logon IDs for UTMC web client.

Traffic Managers will be responsible for the determining the level of access given to their nominated individuals and requests for user logons should be emailed to the UTMC Specialist.

APPENDIX C – CENTRAL WALES INFRASTRUCTURE COLLABORATION

The following summary documents are included:

Collaborative Agreement – Available at the HMEP website <http://www.dft.gov.uk/hmep/>

Business Plan for 2012 / 13

Business Plan – Extract





**CYDWEITHREDIAD SEILWAITH CANOLBARTH CYMRU
CENTRAL WALES INFRASTRUCTURE COLLABORATION**

**Business Plan
2012- 2013**

Contents:

| Page | |
|------|---------------------------------------|
| 3-4 | Section 1: Summary |
| 5 | Section 2: Service Delivery Structure |
| 6-7 | Section 3: Milestones |
| 8-9 | Section 4: Benefits Realisation |

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CYDWEITHREDIAD SEILWAITH CANOLBARTH CYMRU CENTRAL WALES INFRASTRUCTURE COLLABORATION

Section 1: Summary

This document is the 2012-13 Business Plan for the Central Wales Infrastructure Collaboration (CWIC).

2012-13 is set to mark a key stage in the development of collaboration in the delivery of infrastructure services in Central Wales. In simple terms the collaboration has reached the point of readiness to implement regional working and adopt a regional delivery structure. The Business Plan therefore sets out the changes that will be implemented and the benefits that are expected to be achieved over the course of the coming year. It also lays the foundations for developing the collaboration in the years beyond.

The *Vision* for the collaboration is to establish a regional management structure that will generate deep rooted joint working within each workstream. The structure that will be established is shown in Section 2 of this Business Plan.

Implementation of the regional management strategy will bring about a number of changes including:

- A number of senior positions will become joint posts with responsibility for service delivery across both Councils.
- Where practical the policies and practices of the two Councils will be aligned but services will remain locally based.
- Some restructuring will take place which may widen job opportunities and career development.
- Opportunities to improve services are expected to arise by removing duplication in roles and freeing up officer time.
- Financial savings will arise by taking opportunities to merge roles and making efficiency savings.
- There are no redundancies anticipated.

Responsibility for service delivery has already been delegated to the CWIC Board by both Councils. From April 2012 onwards, the Councils will set out their requirements and budgets and the CWIC board will be responsible for delivery via the workstreams operating regionally. The importance of retaining the sovereignty of both Councils is fully recognised in the Business Plan. Steve Holdaway and Huw Morgan have been identified as the client representatives for Powys and Ceredigion respectively. They will work with the CWIC Board and will represent the Councils' interests in meetings.

It is expected that the CWIC Board will become actively involved in directing the regional management of services. Decisions regarding the allocation of resources, joint posts and the delivery of programmes allocated to CWIC, by the Councils, will rest with the CWIC Board.

Cont...



Powys



WILCA - CLIC





**CYDWEITHREDIAD SEILWAITH CANOLBARTH CYMRU
CENTRAL WALES INFRASTRUCTURE COLLABORATION**

Summary cont...

The individual Councils will retain responsibility for payroll matters, staff terms and financial overheads, unless in time further collaboration brings about other possibilities.

The CWIC Board will also serve as a delivery vehicle for a number of work programmes determined by the Central Wales Waste Partnership, the Regional Transport Consortium (TraCC) and the North and Mid Wales Trunk Road Agency and will help to secure the Councils' commitment to the Welsh Local Government Compact with the Welsh Government.

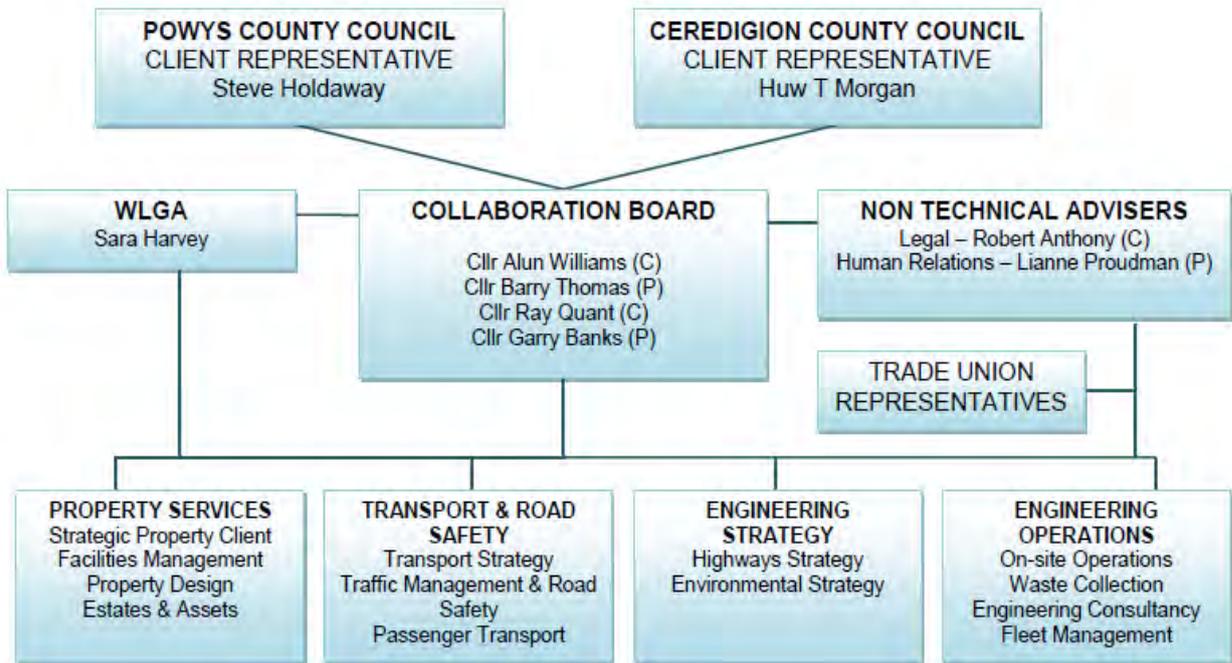
This Business Plan sets out an ambitious agenda for CWIC during 2012-13. It responds positively to the Councils' and the Welsh Government's current economic and political objectives. The CWIC Board is fully committed to improving services and is seeking to engage with the Officers of both Council's to work together and help to deliver the benefits that are set out in this Plan.



Powys



Section 2: Service Delivery Structure





CYDWEITHREDIAD SEILWAITH CANOLBARTH CYMRU
CENTRAL WALES INFRASTRUCTURE COLLABORATION

| Section 3: Milestones for Regional Working (Updated June 2012) | | Target Date |
|---|--|-------------------|
| GENERAL PROJECT MILESTONES | | |
| 1 | CWIC Business Plan 2012-13 in place | 01 April 2012 |
| 2 | Benefits Realisation Plan in place | 30 September 2012 |
| 3 | Interim Plan in place for financial management | 30 September 2012 |
| PROPERTY SERVICES | | |
| 4 | Regional Service Managers will be appointed (two) | 31 October 2012 |
| 5 | The Regional Strategic Property Client Practice Manager will be appointed | 31 December 2012 |
| 6 | The Regional Property Design Practice Manager will be appointed | 28 February 2013 |
| 7 | Regional Design Team leads for Architects/M&E/Project Management will be appointed | 31 March 2013 |
| 8 | Estates and Assets will be managed regionally | April 2014 |
| 9 | Facilities Services will be managed regionally | April 2014 |
| ENGINEERING STRATEGY | | |
| 10 | The Streetworks Manager shared post will be formalised | 30 April 2012 |
| 11 | The regional operation of the Streetworks service will become fully established and the structure will be formalised | 31 October 2012 |
| 12 | A Regional Manager will be appointed | 31 October 2012 |
| 13 | New framework will be in place for Regional Highway Strategy service delivery | 31 March 2013 |
| 14 | New framework will be in place for Regional Environmental Strategy service delivery | 31 March 2013 |
| ENGINEERING OPERATIONS | | |
| 15 | A Regional Engineering Consultancy Manager will be appointed | 31 March 2012 |
| 16 | Interim arrangements in place for joint delivery of operations to N&MWTRA | 31 March 2012 |
| 17 | Review of options for Fleet Management service provision | 30 June 2012 |
| 18 | A Regional Manager will be appointed | 31 October 2012 |

Cont...



Powys





CYDWEITHREDIAD SEILWAITH CANOLBARTH CYMRU
CENTRAL WALES INFRASTRUCTURE COLLABORATION

| Section 3: Milestones for Regional Working Cont... | | Target Date |
|---|--|------------------------|
| 19 | High level scoping plan prepared for regional management of all site based operations | 31 October 2012 |
| 20 | Engineering Consultancy services will be delivered regionally using common systems | 31 March 2013 |
| 21 | Detailed plan in place for regional management of all site based operations | 31 March 2013 |
| TRANSPORT AND ROAD SAFETY | | |
| 22 | Passenger Transport services co-ordinated regionally | Commenced January 2012 |
| 23 | A Regional Manager will be appointed | 31 October 2012 |
| 24 | A regional functional manager will be in place for Transport Policy & Development Enablement | 31 March 2013 |
| 25 | A regional delivery framework will be in place for Transport Policy & Development Enablement working seamlessly with TraCC | 31 March 2013 |
| 26 | A regional functional manager will be in place for Traffic and Road Safety | 31 March 2013 |
| 27 | A regional delivery framework will be in place for Traffic and Road Safety | 31 March 2013 |



Powys





CYDWEITHREDIAD SEILWAITH CANOLBARTH CYMRU CENTRAL WALES INFRASTRUCTURE COLLABORATION

Section 4: Benefits Realisation

We will endeavour to deliver the following benefits out of this collaboration during 2012-13.

Cashable savings

- We expect to save in the region of £300,000 arising from secondments to joint posts
- We will also explore other opportunities and identify savings arising from:
 - + Sharing software and IT applications
 - + Systems and procedures eg external accreditations.

Cost avoidance

It is expected that any savings arising under this heading will be absorbed within the service by extending or improving the quality of the existing service.

We will work together to avoid duplication in areas including:

- Procurement of suppliers including contractors and consultants
- Policy development and implementation
- Representation on national forums.

We will use our combined resources and opportunities to:

- Avoid redundancy situations
- Re-deploy staff in areas where workload fluctuates
- Widen job opportunities and career development
- Maximise the utilisation of our own staff on productive work
- Reduce our reliance on external consultants.

Improving the resilience of the services

We will:

- Increase the use made of D&B procurement (where appropriate) to gain the efficiencies brought by this form of procurement
- Manage the workload regionally for Officers employed by the Councils
- Share expertise and develop specialist skills where this is made cost effective by sharing workload
- Seek joint opportunities for training and workforce development
- Investigate joint systems for resource planning and cost recording
- Investigate how to better utilise developing IT solutions to improve communication and collaborative working and avoid excessive travel.

Cont...





CYDWEITHREDIAD SEILWAITH CANOLBARTH CYMRU
CENTRAL WALES INFRASTRUCTURE COLLABORATION

Wider benefits for the Central Wales region

We will contribute to the rural economy and general well-being and sustainability of the area by:

- Retaining skilled jobs in the area that could otherwise be lost
- Providing opportunities to encourage younger people to stay in the region
- Driving more value out of spending public funds
- Establishing a single local point of contact with the emerging new North and Mid Wales Trunk Road Agency
- Supporting the Welsh Government's Community Benefits programme of achieving the very best value for money in economic and social terms from our procurement activities
- Working with Welsh Government to maintain our strategic fit with emerging agendas and the wider aspirations set out in the Compact between the Welsh Government and Local Authorities in Wales.

Other Potential Opportunities

- We will investigate whether a case exists for greater collaboration in the management of our On Site Operations including capital works, routine highway maintenance and refuse collection and the way our vehicular fleet and plant is managed.
 - We will investigate the opportunities for wider collaboration with other public authorities in and around Central Wales where appropriate.
-



Powys



WLGA - CILIC



APPENDIX D – WARWICKSHIRE COUNTY COUNCIL AND COVENTRY CITY COUNCIL SHARED SERVICE

Memorandum of Understanding



THE "MEMORANDUM OF UNDERSTANDING" FOR TRANSPORT & HIGHWAYS

27th OCTOBER 2011



1. Principles of Agreement

1.1 Warwickshire County Council (the County Council) and Coventry City Council (the City Council) intend in partnership to share such resources necessary to develop and deliver highway and transport services and works.

1.2 Through this Agreement, and subject to these conditions, both parties will share such resources necessary to jointly develop and deliver their programmes of work in a manner that can achieve efficiency savings (financial, staffing or otherwise) and improve the quality of service provided to clients, elected Members and members of the public.

2. Definition of Terms

2.1 The Client refers to either of the signatories that decides to commission and / or finance a specific item of work (or a package of works) as specified in Clause 2.3.

2.2 The Provider refers to either of the signatories that will undertake a specific item of work (or package of works) as specified in Clause 2.3.

2.3 Transport and highway services and works includes, but is not limited to, the following activities that are currently undertaken by both the County Council and the City Council through their respective statutory roles as Local Transportation and Highway Authorities:

- Joint Transport Initiatives (for example the NUCLE: Major Scheme);
- Public Realm Works (for example the Coventry 2012 Public Realm scheme);
- Other appropriate Local Transport Plan infrastructure or special road, rail or public transport projects;
- Professional services in relation to road, rail or public transport projects;
- Section 38 Highway Adoption works;
- Section 10B developer funded highway schemes;
- Section 27B developer led Highway Improvement schemes;
- Maintenance schemes on existing bridges, culverts or other structures;
- New bridge, culvert or other structure schemes;
- Roadwork & Streetworks Management;
- Highway Maintenance; and
- Road Safety Audits;

2.4 For the avoidance of doubt, this MoU shall not govern the relationship between the County Council and the City Council in respect of the highway maintenance contract entered into by the County Council with Balfour Beatty Workplaces Ltd on 16 April 2011, which shall be the subject of a separate "back to back" agreement between the County Council and the City Council.

3. Shared Working Arrangements

3.1 The County Council and the City Council will share resources (including appropriate in-house staffing, technical expertise and private sector framework consultants or contractors) in order to undertake work in the most effective and efficient manner.

3.2 In order to deliver the required works, both the County Council and the City Council will seek to use the resources of the respective partner organisation in the first instance. If insufficient resources exist at the partner organisation then the Client will seek to procure a third party private sector services.

3.3 In any case where the work to be undertaken by the Provider are to occur within or otherwise affect the Client's authority area, then such activities will need to be governed by formal arrangements for delegating statutory functions from the Client to the Provider.

3.4 The parties will use their reasonable endeavours to agree and implement such formal arrangements for delegating statutory functions as may be necessary to give effect to the Memorandum.

4. Monitoring Arrangements

4.1 Upon signature of the MoU both the County Council and the City Council will meet on a monthly basis to plan the future allocation of work and resources across both organisations and to monitor progress on current schemes.

5. Financial Arrangements

5.1 The Client will be responsible for funding each item of work. However the Provider will be responsible for carrying the work out in a most cost-effective manner.

5.2 All works are to be undertaken in compliance with the Client's Contract Standing Orders guidelines and regulations.

5.3 Payment by the Client for each item of work will be made monthly upon receipt from the Provider of an appropriate invoice and cost breakdown.

6. Provisions for Amendment

6.1 The content of this Agreement may be modified at the discretion of the Strategic Directors of both the County Council and the City Council, who are responsible for Transport and Highways services and works, provided that:

(i) any amendment is agreed in writing by both parties prior to alteration of the Agreement;

(ii) any amendment is of a minor nature and one which does not fundamentally alter the principles of the Agreement.

7. Confidentiality

7.1 Each party to this agreement shall keep confidential all information of a commercial or proprietary nature of any other party, not already in the public domain, obtained under or in connection with the MoU, and shall not divulge the same to any third party without the written consent of the relevant other party, save where said information is required to be made available under the Freedom of Information Act 2000 or pursuant to some other statutory obligation.

7.2 Where an information request is made under the Freedom of Information Act 2000 or other relevant legislation, the party from whom the information is requested will inform the other party of the nature and extent of the request. Both parties will work together on the provision of information to the third party, as appropriate.

8. Term

8.1 Either party may terminate this MoU with twelve months notice in writing to the other party, subject to such termination this MoU will remain in force until it is replaced by legal agreements entered into between the parties.

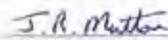
9. Legal Effect / Good Faith

9.1 Save in respect of Clause 7.1 above this MoU is not intended to have legal force and effect.

9.2 Notwithstanding Clause 9.1 each party agrees to act in good faith to the other, and to use its reasonable endeavours to progress towards legal agreements between the two parties for the joint delivery of highway and transport services and works.

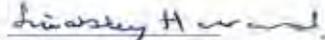
This MoU is signed by the Parties

On behalf of **Coventry City Council**

Signed: 

Name: Cllr J. Mubon

Position: Leader of the Council

Signed: 

Name: Cllr L. Harwood

Position: Portfolio Holder for Transport & Highways

On behalf of **Warwickshire County Council**

Signed: 

Name: Cllr A. Farrell

Position: Leader of the Council

Signed: 

Name: Cllr P. Butler

Position: Portfolio Holder for Transport & Highways

APPENDIX E – URBAN TRAFFIC MANAGEMENT CONTROL SYSTEM

The following summary documents are included:

Business Case Summary – the full case is available on the HMEP Website

The Business Case for UTMC

The business case for UTMC is established within the DfT and within existing UTMC deployments. UTMC technology is proven and mature. The most complex and demanding challenge for the Tyne & Wear region is to align stakeholder requirements within the context of a phased approach to implementation.

Other regions within the UK, with similar complexities of multi-stakeholder operational responsibilities have successfully deployed sustainable UTMC solutions – examples include the West Midlands and Greater Manchester. Tyne & Wear have the distinct opportunity to learn from these experiences, with an initial deployment phase undertaken with a future facing perspective ensuring that the maximum whole life benefit can be realised from UTMC investment.

In identifying the scope of Phase 2 UTMC implementation, a detailed review has been undertaken of stakeholder requirements and existing ITS provision. Key questions and issues have been identified and answered leading to a definition of the elements to be taken forward. A capital investment budget of £364,000 will provide for the establishment of the core regional UTMC system and the fit out of the recommended UTMC regional operations centre, see Figure 1 for a generic view of the proposed operations centre layout. It is assumed that a suitable location will be provided and serviced by one of the LHAs.

Within Phase 2, improved efficiency and economies of scale within existing network management operations will enable an estimated revenue budget saving of approximately £123,850 per annum thus realising a financial return within an estimated range of 2.5 – 5.8 years. Further quantifiable benefits arising from the impact of UTMC operations on journey times and improved road safety within the region could be obtained using established inputs to existing or future traffic models.

Qualitative benefits include improved journey time reliability and public perception of the travel experience quality. The UTMC supplier market is highly competitive and the specification has been developed to ensure the correct balance of a proven, right first time and reliable solution against best value initial capital costs and ongoing revenue based support and maintenance commitments.

APPENDIX F – NOTTINGHAMSHIRE AND DERBYSHIRE COUNTY COUNCIL – SHARED PARKING ENFORCEMENT

The following summary documents are included:

Cabinet paper from Derbyshire County Council

Agenda Item No.

Derbyshire County Council

Cabinet Meeting

14 October 2008

Report of the Strategic Director – Environmental Services

Civil Parking Enforcement – Penalty Charge Notices (Environmental Services)

(1) **Purpose of Report** To seek Cabinet approval of arrangements with Nottinghamshire County Council for the purpose of administering Penalty Charge Notices (PCNs) issued within Derbyshire under the Civil Parking Enforcement (CPE) national legislation and guidelines.

(2) **Information and Analysis** In previous reports on 20 March 2007 and 17 June 2008 Cabinet was made aware that for implementation of CPE it would be necessary to enter into commercial/contractual arrangements with two organisations. The report of 17 June 2008 gave details of the broad principles required to operate CPE, which Members approved.

The first arrangement via the EU tendering process has now been concluded with APCOA Parking (UK) Ltd for the provision of the physical enforcement service, both on-street and off-street Countywide.

The second arrangement is for the purpose of PCN administration/processing. A detailed assessment of the benefits of either keeping the service in house or having an external provider has concluded that it would be financially beneficial to have an external provider of the PCN process.

In this case the Authority has been negotiating with Nottinghamshire County Council for the use of its existing PCN processing operation to also serve the Derbyshire area (excluding area of Derby City Council).

Nottinghamshire went live in May 2008. As part of its project delivery it set up its own processing unit and made provisions under EU Regulations for other authorities/organisations to be able to participate in the use of its facilities.

Some very detailed discussions have now taken place between this Authority and Nottinghamshire concerning how such a course of action might be accomplished.

Nottinghamshire has demonstrated that it is able to deliver the service required by Derbyshire. This service was evaluated against a schedule of activities developed by Derbyshire in conjunction with the Authority's consultants, Messrs RTA Associates.

It is recommended that Derbyshire County Council should enter into a Section 101 Agreement, within the Local Government Act 1972 as amended by the 2000 Act, whereby Nottinghamshire will manage the PCN processing service on behalf of Derbyshire County Council and its District/Borough partners (see legal section for full details).

The Cabinet of Nottinghamshire County Council considered the matter at its meeting on 3 September 2008 and resolved to support discussed arrangements, in principle.

Under the arrangements envisaged, Nottinghamshire County Council will process all the PCN tickets issued by APCOA Parking (UK) Ltd and will collect and manage the banking of funds arising from the PCNs. It will also act as a first point of contact for drivers wanting to appeal informally against their PCN, working to principles and the enforcement policy to be set down by Derbyshire County Council. A further report on this policy will be presented to the Cabinet Member. Subsequent formal appeals will be initially managed by the PCN Processing Unit, but the details will then be sent for off street matters to the appropriate Borough/District Council for the five areas of Chesterfield, High Peak, Amber Valley, Erewash and Derbyshire Dales. For all Countywide on-street and off-street matters in Bolsover, North East Derbyshire and South Derbyshire District Councils details will be forwarded to this Authority. The appropriate Authority will then be required to decide whether to agree to the formal appeal or to enable it to go forward to the Traffic Penalty Tribunal (TPT) for adjudication. This tribunal deals with all formal appeals between authorities and applicants.

Under the Nottinghamshire arrangements the Authorities in Derbyshire will use the CHIPSIDE software product to manage the electronic processing matters associated with PCNs. This is a proven specialist piece of software which processes all Penalty Charge Notices from issue to closure.

Nottinghamshire will make regular payments of income to the Authority. Derbyshire will then make payments to both APCOA Parking (UK) Ltd for the enforcement contract delivery, and to Nottinghamshire for the PCN administration/processing.

The proposed agreement with Nottinghamshire County Council under Section 101 will initially be negotiated for the life of the APCOA contract. Alongside the Section 101 Agreement will be a Service Level Agreement which will set

out, on a day-to-day basis, how each Authority will deliver its duties under the agreement.

(3) **Financial Considerations** Under the proposed arrangements Nottinghamshire will collect and bank all income received from registered keepers of vehicles receiving a PCN from the enforcement contract. These funds will be received by this Authority and used to pay the fees of both APCOA Parking (UK) Ltd and Nottinghamshire County Council.

(4) **Human Resources Considerations** None except for the previously approved staffing within the County Council's Civil Parking Enforcement Team.

(5) **Legal Considerations** Section 101 of the Local Government Act 1972 permits a local authority to delegate non executive functions to another local authority. Section 19 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 applies to executive functions. By delegating this part of the CPE function to Nottinghamshire County Council, that Council will be acting as agent for Derbyshire County Council under an administrative arrangement which falls outside European Procurement rules.

In relation to the usage of the CHIPSIDE software, Nottinghamshire County Council advertised the contract in the Official Journal of the European Union as a framework agreement enabling other public service partners in the East Midlands to call off this part of the service.

(6) **Property Considerations** There are no property considerations associated with this report.

In preparing this report the relevance of the following factors has been considered; prevention of crime and disorder, equality of opportunity; and environmental, health and transport considerations.

(7) **Background Papers** Cabinet reports of 20 March 2007 and 17 June 2008 held within the Environmental Services Department.

(8) **Key Decision** Yes.

(9) **Officer Recommendations** That Cabinet resolves:-

9.1 In principle, to use Nottinghamshire County Council's Processing Unit as Derbyshire's chosen methodology for Penalty Charge Notice administration/management subject to detailed financial cost analysis.

- 9.2 Subject to the above, to agree the use of Section 101 of the Local Government Act 1972 to delegate the function of administrative agent for PCN processing for Derbyshire County Council which falls outside EU procurement rules.
- 9.3 That a further report be submitted to Cabinet in early 2009 to report on the success of the Civil Parking Enforcement process.
- 9.4 To delegate any necessary decisions in approving the detailed capital and ongoing administration costs to the Cabinet Member - Environmental Services to ensure the 'go live' date of the 24 November 2008 is achieved.

Ian Stephenson
Strategic Director – Environmental Services

APPENDIX G – EXAMPLE SAVINGS PRO FORMA

The following pro forma sheet is to be owned by the lead authority in the shared service. It allows for the main categories of shared service savings, as described in this toolkit, to be entered for that particular service (there can be more than one). It encourages the identification by requiring a sub code, of the source of any saving under the umbrella of the main category.

The form requires the identification of the initiator of the saving who can be from any of the sharing authorities or the provider(s), a brief description of the saving and the initial estimate. The final columns allow for the actual saving to be realised, audited, entered and signed off.

It is common for numerous different savings streams to be recognised during the duration of the shared service and each one is to be entered with the details as described above on a new line.

| Shared Project Savings Capture Sheet - Summary | | | | | | |
|--|---|------|------------------------|--|------------------|--------------------------------------|
| Authority | | | Shared Service Project | | | Sheet of |
| Main Code | 1. Operational savings 2. Back office savings 3. Technical savings 4. Management savings | | Sub - codes | a. Procurement b. Resource c. Economies of scale d. Method of working e. Non cashable saving | | |
| No. | Code | Date | Initiator | Description | Estimated saving | Capture confirmed – signature & date |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| <input type="text"/> | | | | | Savings b/f | <input type="text"/> |
| Total Savings | | | | | | |

APPENDIX H – MANAGEMENT SHARING – LONDON BOROUGHS

The following summary documents are included:

Annual review: Tri-borough one year on



OUR PROMISES DELIVERED

We have **protected front-line services** by combining Children's Services, Adult Social Care and Library services across the three boroughs and started to share Environment Services across Hammersmith & Fulham and Kensington and Chelsea. Nearly four in five (79%) Tri-borough residents said they were now satisfied with the way their council is running the area in February 2012, up from 77% in March 2011.

We have made front-line services better.

- A shared Youth Offending Service is helping young people involved in crime to become responsible citizens.
- A troubled families programme across the three boroughs is enhancing the help we offer to 1,800 of our families with the most complex needs.
- We have made available over a million library books to our residents across the three boroughs and will launch a single library card (allowing residents to borrow from any library across Tri-borough).
- A shared fostering and adoption service is helping more children find a loving home faster.

We have **reduced the number of senior and middle managers by 45%** – with the number on-track to rise to 50% - dramatically reducing the cost of our executive pay bill.

We have **made our funds go further**. We have already saved £7.7m and on track to save £33.4m by 2014/15. We are also ambitious to save a further £7m by 2015/16.

We have **each retained our sovereignty**, safeguarding the role of local councillors and communities to tailor shared services to meet local priorities.

We have **created a credible platform for the further devolution of powers and responsibilities** from Whitehall to Town Hall and beyond. We are one of the Government's four flagship whole-place Community Budget pilots. We are also two of 10 national Neighbourhood Community Budget pilots, which are testing a radical new model of bringing together and devolving public services to a neighbourhood level in White City and Queen's Park.

We have shown how **joint procurement** can be run across three sovereign authorities, creating additional benefits and savings. For example, through joint procurement, we will now save £347,000 per year on our insurance bill.

FOREWORD

Over the past 18 months, Tri-borough has shown the best of what local authorities can achieve by working together. This report is a lesson for us all on how councils can make sensible savings through sharing back office services, joining forces to procure and cutting down on middle management whilst protecting frontline services.

What the public want from their local council is quality services, at value for money prices. Hammersmith & Fulham, Westminster and Kensington and Chelsea are leading the way in putting the frontline first by joining up back offices and driving down costs. Thanks to their leadership and innovation, £7.7 million of savings will be made across the three authorities this financial year with the figure set to rise to £40 million in 2015/16. If other councils across the country saved half that amount by sharing services with neighbours it could produce potential national savings of £2 billion.

But the success of Tri-borough is not just down to making impressive savings. Tri-borough has shown how sharing services can also improve lives. Library users can now borrow a million books in any of the three areas, 1,720 troubled families will be getting more help to turn their lives around and people with longer-term care needs are being offered personal budgets.

A year ago, Tri-borough was seen as radical but its success has shown that sharing services should be common sense for every council. I urge others to follow the lead shown by these three trail blazing authorities in putting residents and front-line services first to improve lives and make public money go further.

Rt Hon Eric Pickles MP,

Secretary of State for Communities and Local Government

INTRODUCTION

Through shared determination we have combined £300m worth of services within 18 months.

Tri-borough was born in October 2011 out of the acute financial pressures facing local government. People were worried about whether the state could afford to care for the vulnerable and wanted to see value from public services. As three leading councils, our councillors and officers shared a common resolve for bold and radical action to meet public and staff expectations of great local services.

In February 2011 the Chief Executives of the three local authorities published *Bold Ideas for Challenging Times* which set out our ambition to achieve two things. First, deliver a better quality of life to people through improved services. Second, make the money from the taxpayer go further by pooling our expertise while retaining our shared reputation for low tax.

We recognised early on that we could save most from aggregating the biggest spending services. For others, we recognised we had different agendas or savings were less likely. Housing, planning and election teams remain single borough.

The report set out a detailed plan to share services, combine back office and management costs, and save £33.4m. The report asked each authority to consider the plans and put them to their Cabinets in June 2011 together with detailed implementation proposals. The three Cabinets met separately as planned in June and agreed to implement the proposals.

One year after the decisions were taken by each Cabinet, we have moved quickly to combine services, improve lives and make our funds go further.

This report showcases how we have delivered the promise we made a year ago and the benefits now being realised for residents.

OUR ACHIEVEMENTS ONE YEAR ON

Shared services are working – a troubled families programme across the three boroughs is helping 1,800 of our most complex families turn their lives around, a shared fostering and adoption service is helping more children find a loving home faster, and for a second year in a row ‘Summer in the City’ will make available over 200 local activities for young people.

Better services, Improved lives

Overall expectations among residents are high for Tri-borough. A third (36%) think the quality of services will increase, and two in five think the range of services will improve (39%) and that value for money will increase (40%).

We have worked hard over the last year to retain the trust and support of our residents, and prove that Tri-borough delivers real benefits:

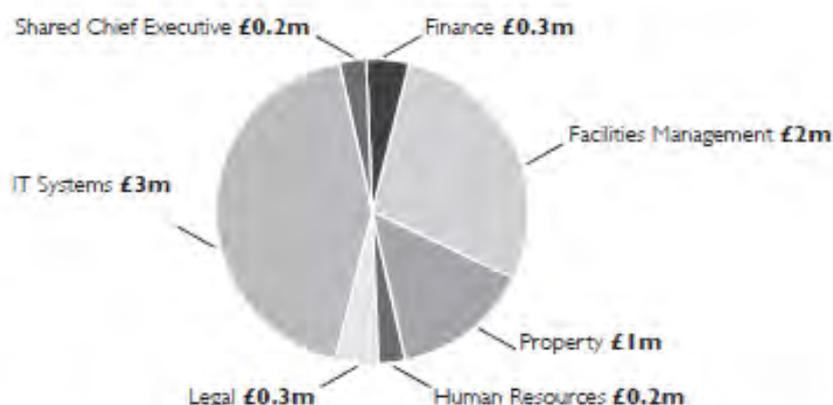
- We have created a shared youth offending service, making it faster and simpler for young people and their families to get back on their feet.
- A troubled families programme across the three boroughs is enhancing the help we offer to 1,800 of our families with the most complex needs to gain employment, reduce offending and anti-social behaviour, and improve school attendance.
- We have made available over a million library books to our residents across the three boroughs and will launch a single library card, allowing residents to borrow from any library across the three boroughs.
- In 2011, we launched the first Tri-borough ‘Summer in the City’ campaign, which offered over 200 summer activities to families across the three authorities. Polling showed that residents welcomed this initiative and think more highly of the councils because they have worked together. ‘Summer in the City’ will be repeated in 2012.
- Young People from across the three boroughs attended a Children’s Participation Conference at Chelsea Football Club in March, giving them the opportunity to quiz local decision makers and find out more about services they can use of in their area.
- The first Tri-borough Youth Conference, ‘the Big Shout’ will be hosted by the three youth councils on 23 June, promoting youth activities, services and opportunities.
- We have created a single incident reporting database for Parks Police across Kensington and Chelsea and Hammersmith & Fulham, allowing us to respond faster to incidences of antisocial behaviour and prevent crime.
- We are sharing foster placements across the three boroughs, avoiding the additional cost of having to use Independent Fostering Agency placements.
- Through our libraries, local groups will continue to have access to specialist services that reflect their cultural or demographic needs, including Westminster’s Music Library, Hammersmith & Fulham’s prison services and Kensington and Chelsea’s local studies.
- We have published mandates for the provision of shared services in each borough, safeguarding each borough’s sovereignty to tailor shared services to local priorities.

Crucially, front line staff – whose hard work and commitment has been vital to making shared services work – are also seeing real benefits to shared working. Sally Connew, Stock and Audience Development Librarian at the Royal Borough of Kennington and Chelsea, when speaking about the Tri-borough World Book Night event held in April 2012, celebrated ‘We’ve got three boroughs working together; we’re able to think bigger and do these big events ... it’s something that I don’t think we would have done ... as individual boroughs.’

Funds that go further

In October 2011 we announced the first £1m of savings achieved by Tri-borough. Since then, we are on track to deliver £7.7m in 2012/13 and the overall savings target of £33.4m by 2014/15. We are also ambitious to save an additional £7m by 2015/16.

Figure 1: breakdown of additional £7m savings



As with any large-scale transformation programme there have been costs to transition. However, these costs have been carefully planned and managed to ensure that they are shared equitably and do not detract from the overall savings targets. Across all Tri-borough services, we currently estimate that we have jointly spent £2.5m excluding the costs of redundancies in 2011/12. Westminster and Hammersmith & Fulham account for approximately £1m each of this sum while Kensington and Chelsea pick up the remainder. Costs are shared on a number of bases. Some are shared evenly across the boroughs whilst others are shared in proportion to the share of savings a borough derives from the transition itself.

Combining £300m of shared services has been complex but through shared determination and political maturity we have ensured that the process has not got stuck and instead maintained momentum to achieve our shared ambition.

Reducing the number of senior managers

Last June we committed to reduce the number of senior and middle managers by 50%. Since then, 62 middle and senior management posts across Children's Services, Adult Social Care and Libraries have been combined into 34 posts, saving over £2.6m million of taxpayers' money a year:

- We have cut the number of senior management posts in Adult Social Care from 8.9 to 6, saving £297,000 in a full year.
- We have cut the number of senior management posts in Children's Services from 14.5 to 7, saving £804,617 a year.
- We have cut the number of senior management posts in Libraries from 10.3 to 4, saving £345,235 a year.

We have also cut the number of senior management posts in the new Bi-borough Environment services shared by Hammersmith & Fulham and Kensington and Chelsea from 27.1 to 16.4, which will save £944,160 a year. The number of Directors of Human Resources across Kensington and Chelsea and Hammersmith & Fulham has also been cut from two to one, which will save £168,200 a full year; and there is now a Chief Executive shared between Kensington and Chelsea and Hammersmith & Fulham. We have also created a combined Director of Legal and a combined Deputy Director of Finance across Kensington and Chelsea and Hammersmith & Fulham, and launched a combined Tri-Borough Treasury and Pensions service.

In total, we have already reduced senior manager posts by 45% and, with further staffing restructures still to be completed, we are confident we will see the number of managers fall by at least 50%. And this from three councils that had already pared their management numbers down severely.

Using the market well

We are currently in competitive dialogue to secure additional savings from joint procurement on facilities management, finance and HR back office services. IT integration has been complex but where necessary work rounds are in place pending further integration, leading to expected cost reductions from purchasing at scale.

Significant savings are expected from combining client side functions and leveraging reduced costs from bigger contracts in Adult Social Care and Children's work.

Deep compare and contrast

Having single management teams ends the often tedious debate about whether costs and delivery preferences can ever be compared. We now use techniques of deep compare and contrast to ensure the value from every pound is challenged and reviewed. Every month we find better ways of securing value, by standardising or adopting the proven practice of the most efficient and effective borough.

KEEPING THE TRUST AND SUPPORT OF RESIDENTS AND STAFF

Consistent and proactive communication internally and externally has reassured people and given us credit for showing leadership in tough times.

Residents' reaction to sharing services

The idea of Tri-borough working developed in October 2011 out of the immense financial pressures facing local government. Residents were concerned whether their councils could continue to pay for adult social care and wanted to see us get smarter about how we spent public funds. As our joint survey of residents in March 2011 showed, our residents wanted us to reduce costs (54%) and provide higher quality services (42%).

Responding to the strong public and stakeholder support for sharing services, we stepped up to the challenge of working out how we could share resources to save money and deliver better services. There were critics whom we listened to and the proposals were improved through many hours of public debate and informal discussion. However, this was ultimately a test of political leadership and we needed to be prepared to advocate, sell and motivate to deliver these massive changes.

18 months after the original proposals were put together we have combined services worth over £300m, protecting and improving front-line services. Our success has been reflected in residents' confidence in us. When we asked residents again in January and February 2012 what they thought of Tri-borough working, nearly three quarters (73%) continued to support some sharing of services between the three boroughs and nearly four in five (79%) residents said they were satisfied with the way their council was running the area, up from 77% in March 2011. However, we know that we can do more and we will continue to ensure we deliver great public services that make our funds go further.

Staff reaction to Tri-borough

We could not have achieved what we have so far without the hard work, dedication and enthusiasm shown by staff. We know that for some, Tri-borough has meant a substantial change which at times has created uncertainty and anxiety. For these members of our teams, our responsibility has been to ensure that the appointment process has been fair and open and that we keep on top of communications so that there is little scope for rumour or misunderstanding.

However, for the majority Tri-borough has presented a hugely exciting challenge, the opportunity to look at different ways of working, and be at the forefront of something truly ground breaking.

After moving from Westminster to join the new combined Tri-borough Treasury & Pensions Team, Moira Wallace can see clear benefits: "Oh, it has to be sharing expertise! That is really invigorating. It will take a bit of time to get to know people but I'm sure that will come in time. [Tri-borough] has great potential."

Henrietta Curzon, who has recently seconded to the joint team working on the Whole-Place Community Budget pilot, has found that “...having three local authority geographical areas put together, and all those public services connected to those three geographical areas, enables us to explore those economies of scale that we wouldn’t be able to do as single local authorities”.

Moirá’s and Henrietta’s views are reflected in the 1,500 responses to an on-line survey of staff conducted earlier in the year. 80% of those who responded supported sharing services, with 35% feeling that Tri-borough offered good career opportunities and 52% believing it would improve their knowledge.

Managing positive expectations

We know from the resident and stakeholder polls that people are aware of the Tri-borough project, support it in principle and expect to see better services and lower taxes as a result.

Critical to managing positive expectations has been proactive internal and external communications so that residents can understand the potential benefits, staff can be kept involved, and community leaders informed about the progress of the project.

Our first joint campaign, ‘Summer in the City’, offered over 200 summer activities to families across the three authorities. Our polling showed that residents welcomed this initiative and now think more highly of the councils because we have undertaken this joint work. In Westminster, residents who saw the Summer in the City campaign rated the authority more highly in key areas, including leadership, value for money and satisfaction.

Our campaigns have been supported by media relations that have successfully promoted Tri-borough in the national, local and specialist press. A recent feature in the Public Servant Magazine celebrated Tri-borough as ‘becoming a by-word for innovation...that is going to unlock savings and improved services’. Similarly, the appointment of Andrew Christie as the Tri-borough Director of Children’s Services won praise in the Guardian as a ‘radical reinvention of the way councils operate... delivering a new dynamic way of running this part of our world city’.

For staff, we have hosted a series of well attended joint events. The first of these brought together the top thirty officers from across the three councils to take stock of our progress so far and discuss the big strategic challenges. The second saw 100 managers meet to compare how their new combined teams were forming and think collectively about practical solutions to shared challenges and opportunities. There have also been a series of open events for all staff, providing the chance to talk with the chief executives, executive directors and heads of service about the progress made in the first few months of Tri-borough working, share success stories and learn about the future direction for Tri-borough.

CONTINUING TO MEET HIGH EXPECTATIONS: WHERE NEXT FOR TRI-BOROUGH?

When you see the world differently and break new ground, opportunities keep coming. Across our services we are ready to put our hand up when Government wants to trial something new or encourage local authorities to step forward with new ideas.

The first year of Tri-borough has established extremely strong foundations for us to improve lives and make our funds go further. For instance, our work on care proceedings will ensure decisions about the future of looked after children are taken more quickly, reducing periods that we know are damaging to their development. The shared Fostering and Adoption Services will be able to recruit more foster carers and increase the number of placements it can offer.

We are ambitious to build on these successes and take on new responsibilities. We want to get more people into work, deter crime and join up health and welfare. We believe that we can use our combined approach to go beyond what we initially agreed last summer and deliver more jobs and investment for our communities.

Making the case to Government for a new model to fund key front-line services

Tri-borough has been awarded one of the Government's four flagship whole-place Community Budget pilots. We are using the pilot to broker a new settlement between Whitehall and Tri-borough, enabling us to better use public funds at a local level to achieve the twin aims of reducing dependency and driving growth.

We will show how we can reduce dependency by simplifying how we support residents facing the most complex challenges, thereby reducing the demand they place on local public services and creating savings that can be re-invested to help disadvantaged communities. We will also show how we can incentivise and reward local authorities to drive growth in central London, creating new powers and freedoms to build affordable housing and support business growth.

An interim report will be presented to Ministers in July and final detailed proposals will be discussed with Government during the autumn.

Transferring power from Whitehall to Town Hall and beyond

Last year we committed to commission services and devolve power to people and community groups. We also undertook to share our learning across the three authorities and use that knowledge to help councillors shape the future of their neighbourhoods. We have made good progress to date and are ambitious to build on our success so far. This includes:

- Launching two **employee mutuels**. One to provide management and ICT support services to schools across the three boroughs and another to become a new provider of youth services
- Using **Personal Budgets** to ensure that the people requiring longer term care can take as much control over their lives as their needs allow. For example, Westminster will continue to increase the number of people who are in receipt of a Direct Payment and within the next 18 months everyone who has longer term care needs, who is supported in the community, will have a personal budget.
- Extending **ward budgets** in two boroughs to support local action.
- Developing two of only 10 **Neighbourhood Community Budgets** in White City (Hammersmith) and Queens Park (Westminster) to challenge inefficient spending and get better buy in from local residents.

Leading a local renaissance in Public Health

Public Health is returning to the control of local government and we are ambitious to use this as an opportunity to build on some of the earliest achievements of local government in the promotion of public health improvements.

Work is underway to manage the transition and create a combined Public Health function across Tri-borough. This will see a single Director of Public Health appointed for Tri-borough and a new combined service created with responsibility for health improvement, health protection and the design of health services.

CONCLUSION: LESSONS FROM THE FIRST YEAR OF TRI-BOROUGH

Tri-borough is creating a new and different way of working – shared responsibility for three distinct areas, retaining democratic voice and local choice but cutting management in half.

Tri-borough working was born out of the acute financial pressure of much lower grants from central Government. We have shown how we are now saving £7.7m and are on track to achieve £40m worth of savings by 2015/16. However, saving money has been a means to deliver the ultimate aim of great local public services that improve lives.

These benefits, many of which we had not originally anticipated, have arisen across six key areas.

First, there has been a **bonus from making savings as three councils, rather than on our own**. We have greater choice of how to make savings, giving us greater scope to protect key areas, and more flexibility to spread management costs so we do not have to cut from the frontline.

Second, in areas where **we have exceeded our savings target we will be able to recycle funds in future years** thereby protecting services from further reductions in grant funding from Government.

Third, **combining services has kept council tax low**. In April, Hammersmith & Fulham was able to cut council tax by 3.75%, in large part as a result of the efficiencies being created by Tri-borough. Westminster and Kensington and Chelsea were both able to freeze council tax.

Fourth, by sharing services we have been **better able to use spare capacity in one council to help others**. For example, by sharing resource between the Parks Police and Parks Constabulary, we have been better able to ensure that support can be given to major events, such as the Japanese Emperor's visit to Holland Park in May and the Queen's Flotilla in June, without depleting frontline officers elsewhere.

Fifth, we have found that **joint procurement, entailing honest comparison and fair challenge, has created benefits we would not otherwise have realised**. For example, by jointly re-tendering our insurance arrangements we will now save £347,000 per year on our insurance bill.

Sixth, we have **enhanced our collective reputation as three leading councils able and willing to take on new powers and responsibilities**. We are one of the Government's four flagship whole-place Community Budgets pilots and we will present a case to Government in the autumn for testing radical new approaches to funding front-line services. We are also developing a radical new model of bringing together and devolving public services to a neighbourhood level in White City and Queens Park as part of the Government's neighbourhood community budget pilots.

Tri-borough has broken new ground and there are many, very real examples of how it has already delivered real benefits for the people we serve. For Seamus Oates, Executive Head Teacher Tri-borough Alternative Provision, the benefits are clear:

“As I looked back over what we’ve achieved since January [2012] ... there’s been a lot of outcomes already. We’re seeing them from the delivery, with young people accessing learning, getting GCSEs results and exam results that perhaps they wouldn’t have got if we didn’t have the Tri-borough model.”

“I’ve got a Year Eleven learner who had a problem and was not really able to attend [his current school any longer]. Before Tri-borough we’d have had to keep him at home, given him a home tutor, and to be honest that would not have been a particularly good solution for him. Because of Tri-borough we were able straight away to place him [at another school] where he’s able to continue accessing a full curriculum and he’s now sitting GCSEs – and he’s going to pass them.”

“For that young person, Tri-borough has made a significant and really important difference in terms of facilitating his access to five plus GCSEs and progressing on from a difficult time in his life. Many other examples like that are beginning to happen and we’re seeing that again and again.”



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