

## TRAFFIC MANAGEMENT AGENCY AGREEMENT WITH HAMPSHIRE COUNTY COUNCIL

### 1. INTRODUCTION

1.1 The present Traffic Management Agency Agreement (TM agreement) for the above was entered into with Hampshire County Council (HCC) on 20 August 2003 following a decision taken by Cabinet on 7 August 2002 (link to report [newforest.gov.uk/committeedocs/cab/NFR14271.pdf](http://newforest.gov.uk/committeedocs/cab/NFR14271.pdf) ).

1.2 HCC wrote to the Council on 27 March 2007 giving notice to terminate the existing TM agreement. Their aim being to secure changes by negotiating a new agreement so as to improve the service. This process included a review of the current arrangements. This review has been completed and HCC have made the following decision ([hants.gov.uk/decisions/decisions-docs/081111-execmb-R1114144748.html](http://hants.gov.uk/decisions/decisions-docs/081111-execmb-R1114144748.html)):

- That new agency agreements with District Councils be pursued for Highways Development Control and Traffic Management, subject to a sufficient quantum of take-up.
- That the new agreements strengthen performance provisions and reduce the termination period and that authority be given to the Director of Environment to settle the details of the terms and authorise the entering into of new Highways Development Control and Traffic Management Agency Agreements.

1.3 HCC produced a Draft Heads of Agreement with supporting Schedules which NFDC officers commented on. A draft TM agreement was prepared and NFDC officers suggested a small number of revisions. The revised draft agreement is attached as Appendix A.

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1.4 The operation of NFDC's parking policies has identified the opportunity for minor adjustments to make them compatible with current operational procedures. Appendix C refers.

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### 2. BACKGROUND

2.1 The Council's Corporate Plan 2008-12, *Leading Our Forest Communities*, sets out how the District Council will continue to engage with the people of the area to shape the future of the New Forest.

The Council's Corporate Plan includes:

***Corporate Aim 8.3 Improving Transport and Traffic Management***

*We will work with Hampshire County and other partners to improve transport because safe access to schools, jobs and community facilities is vital for a healthy community and a successful local economy. With partners we will also develop traffic management measures that reduce the environmental impact on the District.*

2.2 The Cabinet agreed NFDC's Traffic Management Strategy on 6 December 2006 (link to report [newforest.gov.uk/committeedocs/cab/CDR02173.pdf](http://newforest.gov.uk/committeedocs/cab/CDR02173.pdf) ). Policy F4 refers to the retention of the TM agreement:

*F 4 To co-ordinate traffic management/regulation and parking enforcement throughout the District through the retention of traffic management agreements with Hampshire County Council.*

The retention of the TM agreement has the following benefits:

- Makes a significant contribution towards achieving Corporate Aim 8.3 *Improving Transport and Traffic Management*
- Will contribute significantly to achieving NFDC's published Traffic Management aims.
- Allows NFDC Members to have an important say on Traffic Management in the District.
- Will result in substantially more Traffic Management proposals being implemented in the District (without NFDC's input likely to reduce by nearly 45%).
- Provides a close link between the introduction of (or change to) parking restrictions and the enforcement of parking restrictions.
- Allows the most effective use of existing new software and electronic maps to assist the management of on street parking.
- Facilitates partnership working on related initiatives including road casualty reduction and speed reduction initiatives.
- Allows the Transportation Section to provide a more reliable and comprehensive service than would otherwise be the case.
- The TM service contributes towards the Council's corporate costs and support services.

The main consequences of not retaining the TM agency are:

- The significant loss of NFDC influence in TM related activities and programme development.
- The anticipated substantial reduction in the TM programme.
- The loss of experienced employees who contribute towards the District's transport related aspirations and roles (e.g. transport input into planning documents, Road Closures for special events, sign design etc) and cover planned and unplanned absences.
- As a consequence of the above, achieving the Council's Corporate Aim 8.3 *Improving Transport and Traffic Management* will be compromised.
- Some additional costs at least in the short term.

2.3 The benefits are offset by the following:

- Potential Financial Savings for NFDC in the medium/long term - please refer to Section 5 below)
- Reduces the requirement for office accommodation for 3 employees (four posts likely to be affected but one is job share).

2.4 Details of traffic management activities are on the NFDC's web site [newforest.gov.uk/index.cfm?articleid=7999](http://newforest.gov.uk/index.cfm?articleid=7999) . Details of the current programme are at [newforest.gov.uk/media/adobe/b/t/HAT\\_Report\\_November\\_08.pdf](http://newforest.gov.uk/media/adobe/b/t/HAT_Report_November_08.pdf)

### 3. THE DRAFT TM AGREEMENT

- 3.1 The new TM Agreement is similar to the current Agreement but there are a number of significant differences. These are referred to below. As part of the review referred to above HCC officers consulted NFDC on the new TM Agreement. HCC have taken account of all significant issues raised by NFDC in preparing this latest draft.
- 3.2 For most practical purposes the Agency Services will continue in the same way. The changes are considered reasonable and generally strengthen the principles of partnership working between NFDC and HCC on traffic management and road safety.
- 3.3 The issue of future funding for TM agency functions was raised with HCC. HCC have indicated that the funds they allocate to NFDC for undertaking traffic management functions on their behalf will not change significantly from the current allocations.

KEY CHANGES	COMMENT
Reference to “a customer focussed service that will meet the needs of the local community to ensure delivery of priority services effectively and efficiently according to the parties corporate aims and the County Council’s duties under s16 of the Traffic Management Act 2004 to minimise unnecessary congestion and promote the efficient use of the highway network”	Reflects NFDC’s own aspirations
The [Borough/District] Council agrees to prepare and submit to the County Council for approval a proposed programme of Traffic Management Work for each Financial Year (or such other period as shall be agreed between the parties)(“the Proposed Annual Programme”) in accordance with its approved Priority Assessment Process Note – Appendix B sets out NFDC’s suggested Priority Assessment Process, 3.4 below refers	To date NFDC officers have prepared suggested annual programmes for consideration by the NF HAT (comprises HCC Members that represent the NFDC area) taking into account: <ul style="list-style-type: none"> <li>• HCC/NFDC Member &amp; Town /Parish Council aspirations for their areas.</li> <li>• The agreed Traffic Management Strategy for the District</li> </ul> This allows a more structured approach and greater local democratic control.
Both parties will act reasonably and in good faith towards each other in relation to all matters arising out of this Agreement	This clause and others in the new agreement reflects the District’s willingness to the work in partnership with HCC.
The [Borough/District] Council may also carry out Traffic Management Work funded by the [Borough/District] Council subject to the agreement of the County Council	This is a welcomed addition as it will avoid the need for separate agreements if and when NFDC wants to undertake TM work on the highway using its own funds.
Termination notice reduced to 1 year (previously 2 years)	This is welcomed as HCC could change allocations on an annual basis so the notice period is more compatible with the timescale of financial allocations.

If after 14 days or such longer period as agreed the dispute cannot be resolved it should then be referred to the Chief Executive of the County Council and the Chief Executive of the [Borough/District] Council for final resolution.	This accords with the spirit of partnership working and avoids costly arbitration procedures.
There shall be a regular cycle of meetings at intervals to be agreed between officers of the County Council and the District/Borough Council at which consultation shall be carried out informally	This currently takes place.
The District/Borough Council on receipt of such a Cease Notice may request the County Council's relevant Executive Member to review the matter taking all relevant matters raised into consideration, and after review if the Cease Notice is upheld the Borough/District Council shall comply with such Notice.	Although NFDC does not expect to be sent a Cease Notice a mechanism that gives the opportunity to seek a review is welcomed
The County Council and District/Borough Council shall provide information on customer satisfaction And The District/Borough Council shall report to the Director annually statistics on business efficiency	This is a reasonable requirement. HCC have revised the wording to make detailed requirements less prescriptive thereby avoiding unnecessary additional costs

- 3.4 As referred to above NFDC is expected *"to prepare and submit to the County Council for approval a proposed programme of Traffic Management Work for each Financial Year (or such other period as shall be agreed between the parties) ("the Proposed Annual Programme") in accordance with its approved Priority Assessment Process"*. It is suggested that NFDC's Assessment process be based on its Traffic Management Strategy (which was agreed in consultation with HCC, local Members and other stakeholders) and be as set out in Appendix B.

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#### 4. ENVIRONMENTAL IMPLICATIONS

- 4.1 None arising out of the recommendations as it suggested the agency arrangements continue. If recommendations not approved there may be some negative implications as fewer traffic management measures that benefit the area are likely to be introduced.-

#### 5. FINANCIAL IMPLICATIONS

- 5.1 No significant implications arising out of the recommendations. The TM agency activities can continue to be funded from within existing budgets except it should be noted that the agency reimbursement from HCC is increased to reflect annual inflation increases but then reduced by 3% to meet HCC's annual cost reduction requirements. This is consistent with the efficiency savings that NFDC seeks so can be contained within existing budgets.
- 5.2 If the recommendations are not approved then there could be a saving in the medium/long term if the TM agreement were terminated. In the short term there is expected to be a small additional cost as set out below.

- 5.3 TUPE regulations are expected to apply to four employees. Employees protected by TUPE are expected to transfer to the new service provider (in this case HCC). It would then be for HCC to progress temporary road closures for roads works etc and as many permanent and experimental TM measures as they felt necessary. Given their current financial situation HCC will probably decide not to increase the sum they currently spend on TM in the District which would result in a reduced level of service for the area.
- 5.4 Time spent on “routine” TM activities such as dealing with requests and enquiries, road closures, liaison meetings etc. uses much of HCC’s allocation for employees. It is NFDC’s allocation that allows many of the “local” TM measures in the District to be progressed. In 2008/9 NFDC are expected to have progressed 21 TM measures and investigated a further 8.
- 5.5 For 2009/10 the anticipated NFDC allocation for TM agency activities are set out below. These take account of the HCC payments/allocations referred to in 5.1. Any savings to NFDC will be based on the current allocation less the activity’s contribution to:
- corporate overheads
  - the residue of support services such as legal, accountancy, purchasing, secretarial and customer services charged to the TM service.

Temporary Road Closures for road works etc.	£13,800
Permanent & Experimental TM measures	£23,000
<b>Total</b>	<b>£36,800</b>

- 5.6 The anticipated total cost of the service for 2009/10 is set out below:

	HCC Allocation	NFDC Allocation	Total
Employee costs and overheads	£ 99,400	£36,800	£136,200
Advertising Costs	£ 4,000		£ 4,000
Works Costs	£ 18,000		£ 18,000
<b>Total</b>	<b>£121,400</b>	<b>£36,800</b>	<b>£158,200</b>

- 5.7 If NFDC wanted to keep the opportunity to develop its own priorities for various TM schemes, particularly those that commence at informal HCC/NFDC/Town Council meetings, it could do so by retaining one of the two traffic engineers. The total annual cost including overheads etc. of doing this would be about £60,000.
- 5.8 For 2009/10 the emerging TM agency budgets include £17,100 for corporate costs and £1,700 for employees in other sections (total £18,800). Other indirect costs currently charged indirectly to the TM service (includes HR, IT, Purchasing, Secretarial and Admin.) are in the region of £21,000. Thus the total indirect costs currently borne by the TM service is £39,800 (£18,800 plus £21,000). **If NFDC decides not to enter into a new TM agreement this would result in additional annual costs of approximately £3,000 (£39,800**

**less £36,800) in the short term at least. The net annual savings to the Council of not entering into the TM agreement could be in the region of £36,800 but this would only be achieved if other indirect cost reductions (£39,800 in other departments) were made across the Council in respect of support services etc.**

- 5.9 The proposed TM agreement provides for a 12 month “rolling” notice period thus the Council is not committing itself to a long term arrangement. Recognising the Council’s current financial position this will give the Council the opportunity to review the financial implications of continuing with the agreement each year if it wishes. It is anticipated that a review will be undertaken in Autumn 2009. The outcome could include recommendations to either continue with the TM agreement or give 12 months notice to terminate it.

## **6. CRIME AND DISORDER IMPLICATIONS**

- 6.1 No significant implications.

## **7. EQUALITY AND DIVERSITY IMPLICATIONS**

- 7.1 No significant implications.

## **8. ANY ALTERNATIVE OPTIONS CONSIDERED AND REJECTED**

- 8.1 Not to accept the revised draft TM Agreement. Achieving the Council's Corporate Aim 8.3 Improving Transport and Traffic Management will be compromised. In the short term there will be additional costs in the region of £3,000 per year although there may be medium/long term financial savings in the region of £37,000 per year (see section 5 above). Significantly fewer TM proposals would be implemented and the opportunity for NFDC Members to influence traffic management in the District would be reduced. NFDC's Transportation Section would become less effective.
- 8.2 Change Terms of Agreement. HCC have made it clear that they want one agreement with the same provisions to cover all the Districts who are willing to be their traffic management agents. They have made amendments to their original draft following consultations with District Councils and are not expected to be willing to make further changes.

## **9. EMPLOYEES SIDE COMMENTS**

- 9.1 Para 2.1 refers to Corporate Aim 8.3 which the Employee Side agree is important. The benefits itemised at Para 2.2 seem to us to be valuable ones in this context. The most salient part of the report for Employee Side is referred to in Para 5.3, i.e. the prospect of a TUPE transfer of four employees to HCC. We have considered this and the link to a probable reduction in Traffic Management service to the New Forest from the County.
- 9.2 Employee Side support the recommendations in this report.

## **10. PORTFOLIO HOLDER COMMENTS**

10.1 I agree with the recommendations of this report.

## **11. RECOMMENDATIONS**

It is recommended that:

- # 11.1 NFDC complete the revised Traffic Management Agency/Partnership Agreement attached as Appendix A but that the financial implications of retaining the traffic management agency are subject to regular review.
- # 11.2 NFDC adopt the Priority Assessment Process for Traffic Management Proposals as set out in Appendix B.
- # 11.3 NFDC's Parking Policies in respect to residents' parking permits be amended as set out in Appendix C.

### **For Further Information Please Contact:**

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### **Background Papers:**

Published Papers  
Emails between HCC & NFDC  
in Nick Hunt's email files

**HCC SECOND DRAFT – 18 DECEMBER 2008**  
**MASTER PRECEDENT**

DATED

2009

HAMPSHIRE COUNTY COUNCIL

and

[BOROUGH/DISTRICT] COUNCIL

Traffic Management Agency/Partnership Agreement

Mr J A Pattison  
Head of Corporate and Legal Services  
Hampshire County Council  
The Castle  
Winchester  
Hampshire  
SO23 8UJ

HCC file ref: PT31A/32/SK

## **TRAFFIC MANAGEMENT AGENCY/PARTNERSHIP AGREEMENT**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2009  
BETWEEN HAMPSHIRE COUNTY COUNCIL of The Castle, Winchester, Hampshire SO23 8UJ  
("the County Council") of the one part and BOROUGH/DISTRICT COUNCIL of  
("the Borough/District Council") of the other part

### **WHEREAS**

- (1) The County Council and the Borough/District Council are local authorities constituted by the Local Government Act 1972
- (2) For the purposes of the Highways Act 1980 the County Council is the local authority for highways (other than trunk roads) situate in the County of Hampshire and the local traffic authority as defined in section 121A of the Road Traffic Regulation Act 1984
- (3) This Agreement is entered into by virtue of section 19 of the Local Government Act 2000 and the Local Authorities (Arrangements of the Discharge of Functions) (England) Regulations 2000 whereby a local authority's executive may arrange for the discharge of any of the local authority's executive functions by (inter alia) another local authority or its executive and by virtue of section 1 of the Local Authorities (Goods and Services) Act 1970 whereby a local authority and any other public body may enter into an agreement for the provision of certain services
- (4) The purpose of this Agreement is to enable the Borough/District Council to act on behalf of the County Council in traffic management work so as to provide a customer focussed service that will meet the needs of the local community to ensure delivery of priority services effectively and efficiently according to the parties corporate aims and the County Council's duties under s16 of the Traffic Management Act 2004 to minimise unnecessary congestion and promote the efficient use of the highway network

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1.0 **Interpretation**

1.1 In this Agreement (including the Schedules) the following words and expressions set out in column 1 shall where the context requires or admits have the meanings ascribed respectively to them in column 2 below

<b>Column 1</b>	<b>Column 2</b>
"the 1970 Act"	means the Local Authorities Goods and Services Act 1970
"the 1972 Act"	means the Local Government Act 1972
"the 1980 Act"	means the Highways Act 1980
"the 1984 Act"	means the Road Traffic Regulations Act 1984
"the 2000 Act"	means the Local Government Act 2000
"the 2000 Regulations"	means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000
"Bridleway"	means a highway over which the public have a right of way on horseback, foot and bicycle
"Byway"	means a highway generally with an unsealed surface over which the public have a right of way on horseback, foot, bicycle, horse-drawn vehicles, and mechanically propelled vehicles
"Cease Notice"	means a notice served by the County Council under the provisions of Schedule Two paragraph 1.3

<p>“County Council’s Highway Maintenance Management Plan”</p>	<p>means the procedure guidance note detailing Temporary Highway Closures as amended from time to time</p>
<p>“County Interest Road”</p>	<p>means those roads within the Borough/District Council coloured red on the plan attached hereto [PLAN TO BE PREPARED]</p>
<p>“Director of Environment” “Chief Executive” “County Treasurer” and “Director of Recreation and Heritage”</p>	<p>shall mean the Officers of the County Council for the time being holding the respective posts so designated or any duly authorised member of their respective Departments</p>
<p>“Financial Code of Practice”</p>	<p>means the Code of Practice in respect of the arrangements for the approval, monitoring and reimbursement of expenditure under this Agreement as issued by the County Council from time to time</p>
<p>“Financial Year”</p>	<p>means the period from 1<sup>st</sup> April in any year to 31<sup>st</sup> March in the subsequent year</p>
<p>“Footpath”</p>	<p>means a highway over which the public have a right of way on foot only, not being a footway</p>
<p>“HAT” and “HATS”</p>	<p>means Hampshire Action Team or Teams or any other consultation body as the County Council may determine from time to time</p>

<p>“Highway”</p>	<p>means all public footpaths, bridleways, cycle tracks, restricted byways, byways and all roads including footways for which the County Council is the Highway Authority except trunk roads and motorways which are the responsibility of the Highways Agency</p>
<p>“Highway Network Management Requirements”</p>	<p>means the requirements in respect of performance management feedback and monitoring as set out in Schedule Two paragraph 7.0</p>
<p>“Priority Assessment Process”</p>	<p>means the written procedure detailing the [Borough/District Council’s arrangements as to the priority assessment of proposals under consideration including where appropriate how it engages with it’s members, the Relevant County Member and HATS in accordance with paragraph 6.0 of Schedule Two</p>
<p>“Proposed Annual Programme”</p>	<p>means a proposed programme of Traffic Management Work funded by the County Council for each Financial Year (or such other period as may be agreed by the Parties) in accordance with the approved Priority Assessment Process</p>
<p>“Public Right of Way”</p>	<p>Means a public footpath, bridleway, restricted byway and byway recorded on the Definitive Map and Statement held by the County Council</p>

<p>“Relevant County Member”</p>	<p>means the member (or members) of the County Council for the electoral division (or divisions) to which the traffic management proposal relates or for any adjoining or adjacent division within the Borough/District in respect of which in the opinion of the Borough/District Council or the Director the proposal is likely to result in a significant change in the movement or character of traffic on any road and the expression ‘Relevant County Member’ shall be construed accordingly</p>
<p>“Reserved Matters”</p>	<p>means matters in respect of all highways listed in PART 2 of Schedule One which must be referred to the County Council for prior approval in writing and which may then be carried out subject to any reasonable requirements of the County Council</p>
<p>“Restricted Byway”</p>	<p>means a highway over which the public have a right of way on horseback, foot, bicycle, and horse-drawn vehicles and replaces the former category of ‘Roads Used as Public Paths’</p>
<p>“Significant Traffic Management Measure”</p>	<p>Means any signing or physical alteration of the layout of a road which would have the effect of altering the existing movements of traffic or pedestrians or the ability of vehicles to obtain access to or park on any land (including any part of the highway) or</p>

	any other measure on which in the opinion of the District/Borough Council it would be reasonable to make such consultations referred to in Paragraph 1 or 2 of Schedule Two having regard to the intentions of such proposed provisions
“Temporary Traffic Regulation Order”	means any Order made under Section 14, 15 or 16 of the 1984 Act or any ancillary enabling power for the purposes of traffic management
“Traffic Management” and “Traffic Management Work”	means the carrying out of the functions for the control or regulation of the use of the highway by traffic including pedestrians which are listed in Schedule One and the expression “Traffic Management Measures” shall be construed accordingly
“Traffic Regulation Order”	means any order made under the 1984 Act including any Order under Part VI of the 1984 Act or any other ancillary enabling power for the purposes of traffic management save for any Temporary Traffic Regulation Order
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006
“TUPE Information”	means the information contained in Schedule Four

- 1.2 Any reference to any document guidance policy standard criteria or allocation to be produced, prescribed or provided by the County Council shall mean the latest version of such document as issued by the County Council from time to time prior to commencement of any Traffic Management Measures

- 1.3 References to any statute include any amendment modification extension consolidation or re-enactment of it and any statutory instrument regulation order or code of practice made under or in consequence of it which is for the time being in force
- 1.4 Headings to Clauses and Schedules are for ease of reference only and are not intended to be construed as part of this Agreement
- 1.5 Any notice or other communication to be served by the District/Borough Council under the terms of this Deed shall be in writing and shall not be deemed to be given until received by the County Council at The Castle, Winchester, Hampshire SO23 8UJ for the attention of the Director of Environment and the Director of Recreation and Heritage as appropriate and to or such other addressee as the County Council may from time to time stipulate

## 2.0 **Statutory Powers and Application**

- 2.1 In the exercise of powers in that behalf contained in Section 19 of the 2000 Act and the 2000 Regulations Section 1 of the 1970 Act and Section 111 of the 1972 Act the County Council hereby agrees with the [Borough/District] Council and hereby so arranges that the [Borough/District] Council shall discharge on behalf of the County Council such functions and provide such services as are specified in this Agreement
- 2.2 This Agreement shall apply to all Highways within the area of the [Borough/District] Council
- 2.3 The [Borough/District] Council is hereby empowered to exercise those powers of the highway authority listed in Schedule One and any other relevant legislation in force at the date of this Agreement or which may be enacted subsequently which powers are ancillary to and reasonably required for carrying out Traffic Management functions of the County Council to the extent that such exercise is necessary as aforesaid but subject to such limitations and restrictions as are contained in this Agreement or as may be specified in consequence thereof by or on behalf of the County Council

- 2.4 The authority given in clause 2.3 above shall include power to take or defend any legal proceedings on behalf of the County Council and to enter into any agreements which may be necessary in order to discharge the authority given by the terms of this Agreement but subject to any limitations contained in this Agreement
- 2.5 In exercising any functions under this Agreement the [Borough/District] Council shall conform to such policies specifications and procedures as may from time to time be reasonably laid down by the County Council (or any duly authorised officer of the County Council) and to standards not less than those which may be so laid down and shall comply with any reasonable directions which may be given by the County Council either generally or in any particular case
- 2.6 Where common forms or documents have been prescribed by the County Council the [Borough/District] Council shall use such forms and documents unless otherwise agreed by the County Council in any particular case

### **3.0 Step in Rights**

- 3.1 Should the [Borough/District] Council decline to take any action in relation to any of the functions which are the subject of this Agreement following a request in writing by the County Council or fail to do so within such reasonable period as may be specified in such request the County Council may itself take such action without prejudice to the rights and obligations of the parties under this Agreement

### **4.0 Discharge of Function**

- 4.1 Any formal notices and documents issued by the [Borough/District] Council in connection with the discharge of any functions under this Agreement or to which the [Borough/District] Council is a party (other than an assurance of a right interest or estate in land) shall state that such functions are exercised by the [Borough/District] Council as agent on behalf of the County Council pursuant to

these arrangements but no such formal notice and document shall be invalid by reason only that this requirement is not complied with and no person acting in pursuance of any such formal notice and document shall be concerned to see that such requirement is observed

## **5.0 Traffic Management**

- 5.1 Subject to the requirements of sub clauses 5.2 to 5.10 below and Schedule Two the [Borough/District] Council shall be responsible for Traffic Management on all Highways within the area of the [Borough/District] Council which are the subject of the Agreement
- 5.2 Within three months of this Agreement coming into operation the [Borough/District] Council shall submit for approval by the County Council the Priority Assessment Process
- 5.3 In accordance with the Priority Assessment Process the [Borough/District] Council shall prepare and submit for approval by the County Council the Proposed Annual Programme
- 5.4 The parties agree that the Proposed Annual Programme as part of the County Council's approval process shall be referred to the appropriate HAT in accordance with its terms of reference
- 5.5 Both parties agree to adhere to the requirements policies and procedures set out in Schedule Two
- 5.6 The County Council may at any time direct by notice in writing that any proposal to which paragraph 1.3 of Schedule Two applies shall not be proceeded with ("a Cease Notice") and the [Borough/District] Council shall subject to the provision for review in paragraph 1.4 of Schedule Two comply with such Cease Notice
- 5.7 The County Council may after consultation with the [Borough/District] Council promote Traffic Regulation Orders, Temporary Traffic Regulation Orders and any other Traffic Management Measures within the area of the [Borough/District] Council as they consider necessary

- 5.8 The requirements as to consultation and notification in Schedule Two are intended to govern procedures as between the parties hereto and the validity of any Traffic Regulation Order which has been made in compliance with the relevant statutory provisions shall not be affected or held to be void by any failure or omission to comply with any such requirement other than a direction under sub-clause 5.6 above
- 5.9 In the case of temporary Traffic Regulation Orders as defined in Schedule One such Orders will not be subject to the provisions in Schedule Two (paragraphs 1.0 and 2.0) but will instead follow the procedure set out in the County Council's Highway Maintenance Management Plan as may be amended or replaced from time to time

## **6.0 Good Faith and Working in Partnership**

- 6.1 Both parties will act reasonably and in good faith towards each other in relation to all matters arising out of this Agreement
- 6.2 The [Borough/District] Council shall inform the County Council fully and as soon as possible of any circumstances which might affect the [Borough/District] Council's ability to discharge the functions and provide such services as are specified in this Agreement
- 6.3 Both parties shall work together in a spirit of partnership and do all things reasonably within their power to achieve the intent and fundamental purpose of this Agreement

## **7.0 Performance Management**

- 7.1 Both parties shall work cooperatively to monitor and evaluate the performance of the [Borough/District] Council in carrying out its role as agent for the County Council engaged in Traffic Management Work

- 7.2 Both parties agree to provide feedback and monitoring in order to assess satisfaction with the Priority Assessment Process business efficiency and an evaluation of the Highway Network Management Requirements as set out in paragraphs 7.0-7.4 of Schedule Two by means of reporting to the County Council at least annually or by such other reporting mechanism as required by the County Council

## **8.0 Financial Arrangements**

- 8.1 Where any services are required by the [Borough/District] Council for the performance of any function or provision of any services under this Agreement the [Borough/District] Council may arrange for the provision of such services by such contractors or suppliers as the [Borough/District] Council deems appropriate having regard to the cost of the provision of the service and the time for delivery of such service
- 8.2 Where any materials or goods are required by the [Borough/District] Council for the performance of any function or provision of any services under this Agreement the [Borough/District] Council shall unless otherwise agreed by the County Council or unless the [Borough/District] Council can demonstrate best value by the use of other arrangements obtain such materials or goods through or under arrangements made by the County Council with contractors or suppliers in all cases where such arrangements exist
- 8.3 The performance of any function or provision of any services under this Agreement by the [Borough/District] Council shall be carried out within the financial allocations made available by the County Council and subject to any cost limits or other criteria as may be specified by the County Council and the County Council shall make payments to the [Borough/District] Council in respect of the discharge of functions or provision of services under this Agreement on the basis and at the time set out in Schedule Three hereto
- 8.4 The [Borough/District] Council may also carry out Traffic Management Work funded by the [Borough/District] Council or by other sources subject to the agreement of the County Council

- 8.5 The [Borough/District] Council shall submit to the County Council such estimates, statements and other financial information as may reasonably be required by the County Council and within such period as may reasonably be specified by the County Council
- 8.6 The County Council shall not be liable to make any payment in respect of the cost of any function carried out by the [Borough/District] Council in pursuance of this Agreement in any case where the County Council is not reasonably satisfied by a report of the Director of Environment or such other person as he or she may appoint for that purpose that such function has been or is being properly executed
- 8.7 A copy of any report under clause 8.6 recommending the withholding of any payment shall be made available to the [Borough/District] Council who shall have a reasonable opportunity of commenting thereon before a decision is made by the County Council

## **9.0 Indemnities**

- 9.1 The [Borough/District] Council shall indemnify the County Council in respect of all actions claims challenges costs demands expenses or proceedings against the County Council or the [Borough/District] Council acting as agent of the County Council arising out of or in connection with or incidental to the discharge of functions and the provision of services by the [Borough/District] Council pursuant to this Agreement to the extent that such actions claims challenges costs demands expenses or proceedings are due to any act default negligence or omission of the [Borough/District] Council
- 9.2 Without prejudice to its liability under clause 9.1 above to indemnify the County Council the [Borough/District] Council shall be insured against:-
- public liability and employers liability risks for the sum of at least £10m (ten million pounds) in respect of any one claim and
  - hold professional indemnity insurance in the sum of at least £3m (three million pounds) in respect of any one claim and shall maintain such insurance for a period of 12 years after termination of this Agreement

9.3 The [Borough/District] Council shall provide evidence of their insurances policies required pursuant to clause 9.2 above to the County Council for each Financial Year no later than 21 days after the commencement of the Financial Year

#### **10.0 Operation and Termination**

10.1 This Agreement shall operate from 1<sup>st</sup> April 2009 and shall continue unless and until determined by either party giving the other one years notice in writing which may be served at any time

10.2 Notwithstanding the provisions for determination contained in clause 10.1 hereof the terms of this Agreement may be varied or determined at any time by agreement in writing between the parties hereto

#### **11.0 Claims**

11.1 Claims and proceedings against the County Council in respect of any functions exercised by the [Borough/District] Council pursuant to this Agreement (other than claims under contracts undertaken by the [Borough/District] Council or claims which are covered by any policy or insurance effected by the [Borough/District] Council pursuant to this Agreement) shall be handled by the County Council

11.2 Any such claims or other limitation of such proceedings received by the [Borough/District] Council shall be referred by the [Borough/District] Council to the County Council as soon as possible but in any event within 14 days of receipt of claims together with all supporting information

11.3 The [Borough/District] Council shall provide to the County Council any witnesses, information, evidence, documents or other material which are necessary to enable the County Council to conduct or settle any subsequent proceedings

## **12.0 Dispute Resolution**

- 12.1 In the case of any dispute between the parties relating to the interpretation operation or effect of this agreement or matters arising thereunder it is hereby agreed that if this cannot be resolved at officer level it should be referred to the relevant Director of Environment or Director of Recreation and Heritage on the County Council's behalf and the relevant Director or Head of Service on the [Borough/District] Council's behalf
- 12.2 If after 14 days or such longer period as agreed the dispute cannot be resolved it should then be referred to the Chief Executive of the County Council and the Chief Executive of the [Borough/District] Council for final resolution

## **13.0 Notices**

- 13.1 Any notice stipulated under the terms of this agreement to the [Borough/District] Council shall be deemed to be sufficiently served if given or left in writing at their usual place of business and proof of postage in pre paid special delivery letter post of any notice to the [Borough/District] Council at their usual place of business shall be sufficient evidence of its receipt by them

## **14.0 Business Continuity/Disaster Recovery plan**

- 14.1 The [Borough/District] Council agrees to maintain a business continuity/disaster recovery plan to ensure information relating to Traffic Management Work is preserved

## **15.0 Contract (Rights of Third Parties) Act 1999**

- 15.1 None of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement

## **16.0 Social Responsibility**

- 16.1 The [Borough/District] Council agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of gender, marital status, race, disability, age, culture, religion or sexual orientation
- 16.2 The [Borough/District] Council shall in all matters arising in the performance in the Agreement comply with the provisions of the Disability Discrimination Act 1995 and any regulations made thereunder
- 16.3 The [Borough/District] Council must comply with the provision of the Race Relations Act 1976 as amended and shall ensure that it performs its responsibilities under this Agreement with due regard to the need to eliminate unlawful racial discrimination, and to promote equality of opportunity and good relationships between different racial groups
- 16.4 The [Borough/District] Council shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all persons employed by it and shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other Act or Regulation relating to the health and safety of employed persons and any amendment or re-enactment thereof
- 16.5 The County Council shall be entitled at the County Council's expense to inspect such books, accounts and records belonging to the [Borough/District] Council as are necessary to demonstrate compliance with Clauses 16.1 to 16.5 above

## **17.0 Data Protection Act 1998**

- 17.1 The [Borough/District] Council shall at all times comply with the Data Protection Act 1998 including where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998

17.1.1 The [Borough/District] Council shall not disclose Personal Data to any third parties other than:

17.1.2 To employees and sub-contractors to whom such disclosure is reasonably necessary in order to discharge the functions and provisions of services as specified in this agreement; or

17.1.3 To the extent required under a court order or by law

PROVIDED that disclosure under sub clause 17.1.2 is made with the approval of the County Council and subject to written terms no less stringent than the terms contained in this clause and that the [Borough/District] Council shall give notice in writing to the County Council of any disclosure of Personal Data it or a sub-contractor may make under sub clause 17.1.2 immediately it is aware of such a requirement

17.1.4 The [Borough/District] Council shall indemnify and keep indemnified the County Council against all losses, claims, damages, liabilities, costs and expenses (including reasonable legal costs) incurred by it in respect of any breach of this clause by the [Borough/District] Council and/or any act or omission of any sub-contractor

17.1.5 The [Borough/District] Council is required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998

17.1.6 In this clause 'Personal Data' means the personal data as defined in the Data Protection Act 1998 which is supplied to the [Borough/District] Council in the course of performing the services

17.1.7 The [Borough/District] Council shall grant to the County Council the right of reasonable access to all records of personal data and shall provide reasonable assistance at all times during the currency of this Agreement to enable the County Council to ensure the quality and security of data collected

## **18.0 FREEDOM OF INFORMATION**

- 18.1 Both parties hereto recognise that they are public authorities subject to legal duties which may require the release of information under the Freedom of Information Act 2000 Environmental Information Regulations 2000 or any other applicable legislation governing access to information on request. Such information may include matters the subject of this Agreement
- 18.2 Both parties hereto agree to assist one another in order to enable them to comply with their obligations. In the event either Party receives a request for information under the Freedom of Information Act or any other applicable legislation governing access to information and requests the other Party's assistance in obtaining the information that is the subject of such a request or otherwise that other Party will respond to any such request for assistance at its own costs and in timely manner

## **19.0 TUPE**

[NEW TUPE CLAUSE TO BE ADDED]

## **20.0 Entire Agreement**

- 20.1 The parties agree that this Agreement forms the entire Agreement between the parties regarding the subject matter and that any future variation may only take the form of a supplemental deed by the parties or their successors in title
- 20.2 The parties warrant one to the other that this Agreement supersedes all earlier meetings, discussions, correspondence, arrangements, agreements of any kind and that there are no collateral or supplemental agreements at the time this Agreement is signed

IN WITNESS whereof the County Council and the [Borough/District] Council have executed this document as a Deed delivered the day and year first before written

EXECUTED as a DEED by affixing the )  
COMMON SEAL of HAMPSHIRE )  
COUNTY COUNCIL in the presence of:- )

Authorised Signatory

EXECUTED as a DEED by affixing the )  
COMMON SEAL of )  
in the presence of:- )

Authorised Signatory

## SCHEDULE ONE

**Powers and Functions which may be exercised by the Borough/District Council on behalf of the County Council are set out in Part 1 and Part 2 below (subject to the specific qualifications and procedures set out in this Agreement)**

### **PART 1**

The matters listed in Part I may be dealt with by the Borough /District Council without reference to the Director of Environment unless

- (a) the matter affects a "County Interest" road or
- (b) falls within Part 2
- (c) while not on a County Interest Road will affect traffic on such a road or any road outside the district/borough or
- (d) the matter includes a Prohibition of Driving Order or any other Road Traffic Orders whereby any road will cease to be available as a vehicular highway or
- (e) the matter relates to traffic signs placed in consequence of a Traffic Regulation made under Part 2 or
- (f) the matter involves County Council expenditure not in the allocated budget

#### Executive Functions

##### Road Traffic Regulation Act 1984

Sections 1, 2, 3, and 4 of the 1984 Act

The making, amendment or revocation of Traffic Regulation Orders for prohibition and restriction of waiting, one way streets, prohibition of entry and left or right turns, or other specified movements

Sections 9 and 10 of the 1984 Act

The making amendment or revocation of Experimental Traffic Regulation Orders

Section 14, 15 and 16 of the 1984 Act

The making amendment or revocation of Temporary Traffic Regulation Orders

Section 16A, 16B and 16C of the 1984 Act

The making amendment or revocation of Special Events Orders re sporting, social or entertainments events held on a road "road means any length of highway or any other road to which the public has access, and includes bridges over which a road passes"

Section 29 and 31 of the 1984 Act

Roads to be used as playgrounds and byelaws relating thereto

Sections 32(1)(b), 35, 36 and 37 of the 1984 Act

The provision of parking places on roads without payment

Sections 64 65 and 68 of the 1984 Act

The placing of traffic signs [includes Directions made thereunder as to road markings etc]

## **PART 2**

The Reserved Matters listed in Part 2 MUST be referred to the County Council for prior approval in writing and which may then be carried out subject to any reasonable requirements of the County Council

### Executive Functions Highways Act 1980

Section 65 and 66 of the 1980 Act Conversion of footways to cycle tracks/shared use

Section 115 of the 1980 Act Provision for areas for parking Heavy Goods Vehicles

Sections 90G, 90I, 90H of the 1980 Act Power to carry out traffic calming works

Sections 90A, 90C, 90D, 90E and 90F of the 1980 Act Road Humps

Sections 129A-G of the 1980 Act Gating Orders

### Road Traffic Regulation Act 1984

Sections 1, 2, 3 and 4 of the 1984 Act ) where such order affects any highway recorded  
Sections 9 and 10 of the 1984 Act ) on the Definitive Map and Statement as a Public  
Sections 14, 15 and 16 of the 1984 Act ) Right of Way. In such cases reference must be  
made to the Director for Recreation and  
Heritage in addition to the Director of Environment

Section 19 of the 1984 Act The making amendment or revocation of Public Service Vehicle Orders

Section 23 of the 1984 Act Pedestrian Crossings

Section 45 of the 1984 Act Designation of paying places on the highway

Sections 46, 46A, 49, 51, 53 and 55 of the 1984 Act Regulation of designated parking places

Section 61 of the 1984 Act Loading Areas

Sections 82, 83, 84, and 85 of the 1984 Act Speed limits

Section 92 of the 1984 Act The placing of bollards or other obstructions to give effect to the terms of an order made under section 1 and 9 of the 1984 Act

Any other measures for the control or regulation of traffic not specifically listed above or in Part 1

## SCHEDULE TWO

### Policies and Procedures

#### 1.0 Consultations by the District/Borough Council with the County Council

- 1.1 Consultations with or referral to the County Council shall take place on all proposed Traffic Regulation Orders or other Significant Traffic Management measures which consist of or include any Reserved Matters or Affects a County Interest Road or Whilst not on a County Interest Road will affect traffic on such a road or any road outside the district/borough or Includes a Prohibition of Driving Order or any other Traffic Regulation Order whereby any road will cease to be available as a vehicular highway or Relates to traffic signs placed in consequence of a Reserved Matter or Involves expenditure not in the County Council budget In the case of a proposal which affects a Public Right of Way consultation shall include the Director of Recreation and Heritage in addition to the Director of Environment
- 1.2 There shall be a regular cycle of meetings at intervals to be agreed between officers of the County Council and the District/Borough Council at which consultation shall be carried out informally
- 1.3 In addition where paragraph 1.1 applies there shall be formal consultation with the County Council by way of a notice in writing setting out the proposal at least 14 days prior to advertisement. The County Council may issue a direction in writing preventing further action on the proposal on the part of the District/Borough Council ("a Cease Notice") and the District/Borough Council must comply with such a Cease Notice
- 1.4 The District/Borough Council on receipt of such a Cease Notice may request the County Council's relevant Executive Member to review the matter taking all relevant matters raised into consideration, and after review if the Cease Notice is upheld the Borough/District Council shall comply with such Notice

#### 2.0 Consultations by the District/Borough Council with the County Member/s

- 2.1 When a District/Borough Council is considering making a Traffic Regulation Order or any other Significant Traffic Management Measure then (whether or not the proposal falls within paragraph 1.1 above) before proceeding to advertisement the relevant County Member/s shall be consulted so his or her view can be taken into account
- 2.2 If the District propose to make changes to the proposal, then prior to re-advertisement or advertisement (unless the change is as a result of the consultation with the County Member) the Relevant County Member must be consulted again
- 2.3 The Relevant County Member shall have a period of 21 days to make any representations in writing to the District/Borough Council
- 2.4 If the Relevant County Member objects to the proposal and the [Borough/District] Council still wish to proceed the District/Borough Council shall refer the proposal to the County Council to resolve the way forward

### **3.0 Consultations by the County Council with the District/Borough Council**

- 3.1 The County Council may after consultation with the District/Borough Council and Relevant County Member promote Traffic Regulation Orders and any other Traffic Management Measure within the District/Borough as the Director/Director Recreation and Heritage considers necessary in his or her absolute discretion

### **4.0 Proposals by the District/Borough Council where no requirement to consult the County Council**

- 4.1 In these circumstances the District/Borough Council may deal with such proposals without reference to the County (other than the Relevant County Member if appropriate) except that all proposals, decisions, orders, and works should be in accordance with the County Council's and Department for Transport policies, guidelines, regulations and general directions and any other relevant specifications, and should be in the Approved Annual Programme

### **5.0 Requirements in respect of Temporary Traffic Regulation Orders**

- 5.1 In the case of Temporary Road Traffic Regulation Orders such Orders will not be subject to the provisions of consultation outlined in paragraphs 1.0 and 2.0 above of this Schedule but will follow the procedure set out in the County Council's Highway Maintenance Management Plan as may be amended or replaced from time to time

### **6.0 Priority Assessment Process**

- 6.1 As part of providing a service that meets the needs of the community the District/Borough Council shall as required by Clause 5.2 of the Agreement submit to the County Council for approval the Priority Assessment Process
- 6.2 Such Priority Assessment Process shall be kept under review and the outcomes of the process shall be evaluated at intervals to be agreed by the Parties
- 6.3 The parties will work together to improve and further develop the Priority Assessment Process in order to meet the needs of involving the community in the process balanced with the aims of the Highway Authority

### **7.0 Performance Management – Feedback/Monitoring arrangements**

- 7.1 The County Council and Borough/District Council agree to obtain feedback from the review of the Priority Assessment Process including where appropriate whether the relevant Council Members concerned are satisfied with the outcomes
- 7.2 The County Council and District/Borough Council shall provide information on customer satisfaction which may include as appropriate reporting on the number of traffic management enquiries received, the number of enquiries resolved, and the number of complaints where the Local Government Ombudsman has been involved and results of any Local Government Ombudsman investigations

### 7.3 Business Efficiency

The District/Borough Council shall report to the Director annually statistics on business efficiency which may include the following matters:

Staff resources e.g. statistics relating to posts funded by County Council and posts funded by District/Borough Council

Other staff resources e.g. legal and support staff

Financial resources e.g. support services funding received from the County Council, District/Borough Council funding over and above that level

Fee income generated e.g. temporary traffic regulation orders, tourist signs

TRO advertising budget, breakdown of permanent, temporary, amount recharged etc

Traffic Management schemes delivered under the Agency/Partnership agreement

Traffic Management schemes delivered using other resources e.g. District/Borough Council funding or external funding

Services provided and breakdown or estimate of time spent by Traffic Management staff on various activities e.g. advice to Councillors, advice to public

Advice and investigations on issues leading to bids for future programmes

Organisational issues such as whether staff resources also carry out related functions such as decriminalised parking enforcement and development control

### 7.4 Evaluation of network management requirements

The County Council and District/Borough Council shall share information relating to strategic highway safety issues such as accidents, when relevant to the Traffic Management Works or other appropriate impact assessment (e.g. congestion, local accessibility) linking this to the desirability of achieving the County Council's corporate objectives and the District/Borough Council's corporate aims

Both parties may provide where appropriate information concerning the impacts Traffic Management Measures have had on the environment e.g. air quality figures may be relevant

Both parties may provide where appropriate information concerning the impacts Traffic Management Measures have had on the punctuality of bus services

## **SCHEDULE THREE**

### **FINANCIAL ARRANGEMENTS**

#### **1.0 General**

- 1.1 This schedule contains general principles which will be supplemented by a Financial Code of Practice which will be determined and may subsequently be reviewed and revised by the County Council after consultation with the District/Borough Council.

#### **2.0 Programmes, Budgets and Financial Control**

- 2.1 The District/Borough Council will provide on request estimates of revenue expenditure and income for the current and forthcoming years in the manner prescribed by the County Council and in accordance with the timetable set by the County Council.
- 2.2 The County Council reserves the right to revise the approved Proposed Annual Programme and budget. In making any decision to revise the approved budget or Proposed Annual Programme the County Council will consult with the District/Borough Council and will acknowledge commitments properly made by the District/Borough Council to contractors and suppliers, in accordance with the terms and determined financial limits of the agency agreement prior to such a decision being taken.
- 2.3 Expenditure which is in excess of the finally approved financial budget will not be supported by the County Council unless approved by the Director of Environment.

#### **3.0 Scheme Progress and Expenditure Returns**

- 3.1 The District/Borough Council will submit at such intervals as may be required by the County Council, information on the progress of named schemes within the programmes and make returns of actual expenditure and income on specified budget heads or on named schemes together with forecasts for the remainder of the year and subsequent years, together with such other information as the County Council may request relating to the approved programme and revenue budget.
- 3.2 The District/Borough Council will submit a final year end return of expenditure and income no later than 30 April following the year end. The County Council may request the District/Borough Council to submit a provisional final expenditure return prior to that date.

#### **4.0 Payment by the County Council for the Discharge of Functions and Provision of Services**

- 4.1 The County Council will reimburse operational expenditure as defined in the Financial Code of Practice reasonably incurred in the discharge of functions, the provision of services and the exercise of powers subject to that expenditure not exceeding the latest approved financial allocation and complying with any standards and cost criteria laid down by the County Council.

- 4.2 In respect of technical, professional and administrative support services and activities associated with traffic management and the exercise of powers, the County Council will determine, subject to annual review, the annual budget. Payment by the County Council will not exceed the lower of the annual budget as determined or actual costs incurred.
- 4.3 The County Council may introduce alternative means of determining payments for the discharge of functions, the provision of services, and the exercise of powers under this Agreement after consultation with the District/Borough Council.
- 4.4 Payments on account to the District/Borough Council in respect of agency expenditure will be based upon the approved budget. Payments on account may be suspended pending the receipt of any monitoring returns which are outstanding on the due date for payment. Payment to the District/Borough Council shall be in such a manner and at such times as shall be determined from time to time by the County Treasurer.

## **5.0 Audit**

- 5.1 The District/Borough Council must make available for inspection to authorised County Council staff and to the external auditors of the County Council as and when required all documents and vouchers supporting claims for reimbursement and maintain and produce if necessary such other records as will enable costs and efficiency to be monitored and controlled.

## SCHEDULE FOUR

### TUPE Information

#### **a) Principal Terms and Conditions of Employment**

- Probationary period – if any;
- Retirement age;
- Periods of Notice;
- Current pay agreements;
- Any agreed pay settlements yet to come into effect;
- Working hours;
- Annual leave entitlements;
- Annual sick leave entitlements;
- Maternity/paternity leave arrangements;
- Special leave arrangements;
- Terms and conditions of transfers;
- Season ticket loan scheme – if provided;
- Car leasing scheme – if provided;
- Pension arrangements;

#### **b) Base Data of Staff who would Transfer**

- Numbers of staff who would transfer and in respect of each such member of staff:-
  - Age;
  - Sex;
  - Salary rates and number of staff on each rate;
  - Reckonable service;
  - Input hours;
  - Regular overtime and wage rates;
  - Other factors affecting redundancy entitlement;
  - Any outstanding injury or other claims;
  - Engineering qualifications;

#### **c) Other General Information**

- Any relevant collective agreement;
- Sporting, social, welfare or other facilities provided which may be asserted to be employment benefits of staff;
- Facility time and facilities provided for trade union officials and Health and Safety representatives

## **Financial Code of Practice**

### **1 Introduction**

- 1.1 This Code of Practice supplements the Third Schedule of the Highway Traffic Management Agency agreement. The purpose of the Code of Practice is to provide guidance on the principles to be employed in determining the basis of payments to the District Council in respect of the discharge of functions, the provision of services and the exercise of powers under the agency agreement, and on the arrangements for the approval, monitoring and reimbursement of expenditure. This Code of Practice may be reviewed and revised from time to time by the County Council after consultation with District Councils.
- 1.2 The liability to make payments to the District Council for any work carried out in pursuance of the agreement shall be subject to the conditions contained in clause 8.6 of the Agency agreement regarding the proper execution of work.
- 1.3 Unless otherwise stated, clause references in the Code of Practice relate to the relevant clauses of the agreement.

### **2. Admissible Expenditure**

#### **2.1 Operational**

- 2.1.1 Operational expenditure and income is defined as being expenditure and income associated with the implementation of traffic management works. Expenditure on the provision of technical, professional and administrative support is dealt with in Section 2.2. of the Code of Practice.
- 2.1.2 Net operational expenditure incurred by the District Council in discharging the traffic management function in accordance with Schedule 2 of the Agency agreement will be admissible for reimbursement provided the requirements of the agency agreement have been met and subject to the expenditure being contained within the approved budget.
- 2.1.3 Expenditure admissible for reimbursement comprises:
- i) actual invoiced costs of works and services undertaken by contractors, suppliers and statutory undertakers in accordance with the provisions of clauses 8.1 and 8.2 of the Financial Arrangements.
  - ii) the cost of advertising traffic regulation orders associated with the implementation of these works.

#### **2.2 Technical, Professional and Administrative Support**

##### **2.2.1 Traffic Management (as defined in Schedule 2 of the Agreement)**

- 2.2.1.1 Reimbursement for technical, professional and administrative support costs incurred in the discharge of functions or the provision of services in accordance with Schedule 2 of the Agency Agreement, will be determined as follows:

#### Technical Staffing Resources:

The apportioned salaries (including the appropriate employer's national insurance and superannuation contributions) paid to engineers and technicians within approved estimates based upon staffing levels and approved grades which the County Council have agreed to support in accordance with the procedures outlined in paragraph 3.1.1.1 below, will be reimbursed. Full records of time allocations are to be maintained to support the claim for reimbursement.

#### Other Expenditure:

Percentage additions to be added or applied to the cost of the approved technical staffing resource will be determined by the County Council after consultation with the District Council to cover:

Engineers and Technicians non-pay expenses and other running expenses

Departmental and Central Departmental professional and administrative support

Technical Department office accommodation.

2.2.1.2 Any other charges levied by the District Council under Highways Act powers shall be set so as to recover costs, unless otherwise agreed by the County Council.

### **3. Approval Procedures**

#### **3.1 Technical and Administrative Support**

##### **3.1.1 Traffic Management (Schedule 2)**

3.1.1.1 The staffing levels and approved grades for technical staff (engineers and technicians) which the County Council intend to support will be initially determined by the Director of Environment after consultation with the District Engineer and will be reviewed periodically. Formal approval will be issued each year using the appropriate authorisation form and will identify full time equivalents, the overall financial approval for engineer and technician salaries, and the appropriate allowances for other relevant expenditure.

#### **3.2 Operational Work**

##### **3.2.1 Traffic Management (Schedule 2)**

3.2.1.1 The District Council will provide estimates as may be requested on specific budget votes for the current and forthcoming year in the manner and in accordance with the timetable set by the County Council.

- 3.2.1.2 Details of approved budgets for traffic management works and any other appropriate votes for the year commencing 1st April will be notified to District Councils by the Director of Environment by no later than 15 March or at such later date as the County Council approve the budget for the forthcoming year.
- 3.2.1.3 Any amendments to overall levels of approval will be notified to the District Councils and confirmed in writing by the Finance Unit within the Environment Department.
- 3.2.1.4 Expenditure is expected to be in accordance with approved budget allocations. The transfer of budget allocations from one head of estimates to another should be consistent with the priorities established by the County Council and written approval to the transfer must be obtained from the appropriate Area Director.
- 3.2.1.5 Allocations will be made to cover the estimated costs which the District Council has to incur in advertising the Traffic Regulation orders which are required to implement the Traffic Management works.  
Any additional advertising costs over and above this allocation will be deemed too be funded from within the allocation made for the cost of implementing the Traffic Management works.

#### **4. Monitoring of Expenditure**

- 4.1 The District Council will be required to submit regular financial monitoring returns in the format requested by the County Council. Returns will be required on a monthly basis from the month ending 31st May onwards and must be received by the 20th of the following month.
- 4.2 The format of the monitoring return will require an assessment of expenditure and income to the end of the previous month together with a projection of the outturn.

#### **5. Payment for Discharge of Functions and Provision of Services**

- 5.1 Payment by the County Council to the District Council for the discharge of functions, the provision of services and the exercise of powers under the agency agreement will be made on a monthly basis. For any months in which the County precept is not payable actual payments will be made by the County Council, while in other months payment will be by deduction from the precept at a level authorised by the County Treasurer.
- 5.2 The authorisation of a payment will be subject to the receipt of monitoring returns in accordance with the timescale outlined in paragraph 4.1 above.
- 5.3 Payment for technical, professional and administrative support services associated with traffic management will be made at a monthly rate of 1/12th of the approved estimate.

- 5.4 Expenditure incurred on the implementation of traffic management works will normally be ordered through the County Council's highways term contract, in this case the costs will be incurred by the County Council directly and there will be no reimbursement to the District Council required. Where however the District Council arranges under clause 8.1 of the Financial arrangements for the provision of services by other contractors, than these costs will be reimbursed by the County Council.  
The expenditure should be entered on the Agents monthly monitoring return and a reimbursement will be made on a monthly basis.
- 5.5 Expenditure incurred on the advertising of Traffic Regulation orders should also be detailed on the Agents financial monitoring returns and a reimbursement will be made monthly.
- 5.6 The expenditure which is detailed on the Agents monthly monitoring returns will be added to the value of any works which have been committed through the County Council's highways term contract and the level of reimbursement will be restricted if the total commitment exceeds the Agents budget allocation.
- 5.7 Receipt of a provisional final claim in respect of expenditure incurred under this agreement may be required following the year end.
- 5.8 Final payment of admissible expenditure will be dependent upon receipt of the final claim, which shall be received no later than 30 April following the year end. The final claim shall be certified by the Chief Financial Officer on behalf of the District Council.
- 5.9 Where the total expenditure (including any payments made directly by the County Council) exceeds the Agents budget allocation a justification for the additional costs should be included with the final claim, this will then be considered as part of the authorisation process.

## **6. Audit**

- 6.1 Agent Authorities shall make available for inspection to authorised County Council representatives, and to the external auditors of the County Council, as and when required, all documents and vouchers supporting claims for reimbursement and maintain and produce if necessary such other records as will enable costs and efficiency to be monitored and controlled. Such documents as timesheets, log sheets, stores received and issued notes and vouchers will be retained by the Agent Authority for a period of three years.
- 6.2 The County Council's authorised representatives or external auditors shall be entitled to require such information and explanations as they consider necessary in connection with any matter or activity under examination.

CR/15 December 2008

**NFDC's Priority Assessment Process for Traffic Management Proposals**

- 1) New Traffic Management (TM) proposals to be considered for assessment will normally come from:
  - 1.1 Informal Local Traffic Management Liaison meetings. These cover the Towns and largest Villages in the District. NFDC & HCC Members, Town/Parish Council representatives and officers from HCC, NFDC & the Police are invited.
  - 1.2 HCC/NFDC/Police liaison meetings including:
    - NF and Test Valley Casualty Reduction Partnership
    - NF Safer Roads Group
    - TM Agency meeting.
  - 1.3 Decisions taken by:
    - HCC (including the NF Hampshire Action Team)
    - NFDC
    - New Forest Road Safety Council
    - Town and Parish Council's.
  - 1.4 Proposals identified in:
    - NFDC's Local Plan and emerging Development Plan documents
    - NF Sustainable Community Strategy and related action plans
    - HCC Capital Works Programmes
    - Approved Village/Community Plans

Requests for TM measures from residents, Members and others that are likely to contribute towards the aims referred to below will normally be first channelled through either an Informal Local Traffic Management Liaison meeting or a HCC/NFDC/Police liaison meeting. TM measures that have strong support will be assessed.

- 2) The assessment process be based on NFDC's its Traffic Management Strategy [newforest.gov.uk/committeedocs/cab/CDR02173.pdf](http://newforest.gov.uk/committeedocs/cab/CDR02173.pdf) which was agreed in consultation with HCC, local Members and other stakeholders. Proposals will be assessed against the following aims:

Aim A - To contribute towards maintaining the financial viability of the District's town, village and local centres through effective traffic management.

Aim B - To improve road safety.

Aim C - To minimise congestion

Aim D - To reduce dependence on the private car where there is a suitable alternative.

Aim E - To improve the environment/quality of life, especially for residents, through traffic management measures.

- 3) NFDC officers, in consultation with HCC officers and the Police, will assess proposals taking into account some or all of the following depending on the significance of the measure:
  - 3.1 Data collection (e.g. traffic flows, speed checks, parking surveys, recorded injury accident information).
  - 3.2 Technical assessment.
  - 3.3 Financial assessment.
  - 3.4 Environmental implications.
  - 3.5 Views of local HCC and District Council Members
  - 3.6 Results of non-statutory consultations
  - 3.7 Responses to statutory consultations.
  - 3.8 Reference to planning and policy documents (e.g. local urban design frameworks, local transport plan, local transportation strategies, HCC's policies and procedures).
  - 3.9 Government/National technical advice and guidance.
  - 3.10 Level of "self enforcement" and level of Police/Local Authority enforcement required to make measure effective
- 4) The size of the programme will be significantly influenced by:
  - 4.1 Employee resources allocated to traffic management.
  - 4.2 Funding allocations for advertising ( a statutory requirement for Traffic Regulation Orders) and works (typically road markings, posts, bollards and signs).
- 5) In previous years the more significant proposals have often been investigated and prepared up to the consultation/public advertisement stage in one financial year and implemented early in the following financial year. This avoids installing road markings during the wetter months and allows better financial planning as more accurate estimates available only when detailed proposals known. Future programmes will be prepared on that basis.
- 6) Priority will be given to the implementation of advertised proposals and other proposals for which the detailed design has been completed (including TM proposals in agreed capital programme schemes) subject to:
  - 6.1 The careful consideration of objections to advertised traffic regulation orders.
  - 6.2 No unresolved objections from NFDC Ward Councillors and HCC Councillors.
  - 6.3 No unresolved objects from HCC's Director of the Environment's representative.
  - 6.4 Careful consideration of any objections from statutory consultees.

- 7) The other parts of the programme will include proposals that will most effectively contribute towards the aims referred to above having regard to:
  - 7.1 The employee and financial resources available (costs of TM proposals in agreed HCC capital programme schemes will normally be funded from scheme budgets).
  - 7.2 NFDC Councillors and HCC Councillors views on the relevant priority of TM proposals within the area they represent.
  - 7.3 The views of the Police, HCC officers and priorities of Town and Parish Councils and other stakeholders as appropriate.
- 8) Given the available HCC allocation (typically £18,000 per year) for works and the cost of traffic calming, pedestrian crossing facilities and highway improvement works (generally well in excess of the annual allocation) these and other proposals costing more than in the region of £3,000 will not normally be suggested for inclusion in the TM programme unless there is partnership funding available to cover cost in excess of £3,000 indicative threshold.
- 9) More expensive measures such as traffic calming will normally be referred to HCC for consideration for possible inclusion in capital works or other programmes.
- 10) To minimise advertising costs some proposals may be grouped together accepting that this could result some delays with implementation.
- 11) The suggested programme shall prepared by NFDC officers and submitted to the NFDC's Planning and Transportation Portfolio Holder for approval prior to consideration by the NF Hampshire Action Team.
- 12) Changes the approved programme will be made by NFDC officers in consultation with NFDC's Planning and Transportation Portfolio Holder and the Chairman of the NF Hampshire Action Team to reflect responses to advertised proposals and changes to local NFDC and HCC Members' priorities.

## RESIDENTS PARKING SCHEMES: ISSUE OF PERMITS

Experience with the operation of the scheme has resulted in changes to the entitlement to permits. Some of the changes were made in respect to some residents concerns about the inappropriate use of visitors' permits. As a consequence NFDC's Traffic Management Strategy ([newforest.gov.uk/media/adobe/0/i/Traffic\\_Management\\_Strategy.pdf](http://newforest.gov.uk/media/adobe/0/i/Traffic_Management_Strategy.pdf)) is not now totally consistent with current practice. It is therefore suggested that Appendix 1 of the Strategy (NFDC GUIDELINES FOR ON-STREET RESIDENTS PARKING SCHEMES) be amended as set out below:

- (c) The schemes are intended to give preferential on street parking benefit to residents who have use of a vehicle but no off street parking. Currently participating residents (concession not usually given to commercial or business premises) will be given exemption from "limited waiting restrictions" subject to the display of a permit. Thus participating residents have the opportunity to park for longer periods near their homes provided spaces are available. Shoppers, employees etc. can park subject to "length of stay" restrictions and availability of spaces. As parking pressures increase it is envisaged that alternative types of residents' parking schemes will need to be considered on a location specific basis.
- (d) Residents who have use of a vehicle but no off street parking are currently issued with permits on the following basis (may be the subject of a future review):
- A resident with no off street parking within the curtilage of his/her property who lives within the scheme is eligible for one residents permit. If there are two residents who each own a motor car, motorcycle etc. (see below) then a maximum of two permits may be issued to the same address.
  - In cases of houses in multiple occupancy (as defined by Regulation 2 Council tax (Liability to owners) 1993) each resident will be considered individually.
  - A visitor's permit can be issued to residents who do not own a vehicle and do not have parking within the curtilage of the property. Only one visitors permit will be issued to the same address. Arrangements for visitors' permits are likely to be reviewed.
  - Permits must be renewed each year.
  - Permits can only be issued for motor cars, motorcycles and invalid carriages as defined under Section 136 of the Road Traffic Regulations Act 1984.
  - The owner of a vehicle displaying a valid permit will be able to use any of the bays designated for permit use on the length of highway described above.
  - The possession of a permit does not imply that a parking space will always be available within the area covered by the Scheme.

Paragraph (f) that refers to on street charging be deleted as a consequence of a recent Cabinet decision and report ([175.1.100.25/committeedocs/cab/CDR04196.pdf](http://175.1.100.25/committeedocs/cab/CDR04196.pdf)) and the following paragraphs renumbered.