

LOCAL PUBLIC SERVICE AGREEMENT – STREET CLEANSING**1. INTRODUCTION**

- 1.1 As part of the process of implementing a Local Public Service Agreement (LPSA2), New Forest District Council has offered to engage in a County wide project to improve the cleanliness of land and highways. The Partners in the project are Hampshire County Council and the 11 District Councils in Hampshire. An agreement has been prepared for the partners to sign which will commit them to use grant funding to improve street cleansing. Although Hampshire County Council is the Lead Partner for this project, the agreement has been prepared by Havant Borough Council. The project aims to improve the standard of street cleansing and to improve the standard of highway maintenance overall, with an emphasis on major improvements in two “hot spot” areas in each District. New Forest District Council has chosen parts of Totton and New Milton for the LPSA2 project.

2. LPSA2

- 2.1 Hampshire County Council has entered into a Local Public Service Agreement with Central Government for the period 01 April 2005 – 31 March 2009. Under this agreement, Hampshire County Council, together with other local authorities and NHS bodies in Hampshire, intend to further improve services that they provide to local people. In particular, Local Public Service Agreements commit the partners to use best endeavours to achieve more demanding performance targets than usual in the selected service areas.
- 2.2 Local Public Service Agreements require the Government to pay a performance reward grant to the County Council, if all the performance targets are achieved. A proportion of the reward grant is passed on to the District Council partners. If the targets are not achieved, but there is a substantial improvement in performance, a reduced reward grant is paid. Local Public Service Agreements cover a broad range of Council services and the total sum allocated by the Government for reward grant payments is £27.7m.
- 2.3 This section of LPSA2 is an agreement between Hampshire County Council and District Councils in Hampshire to improve the overall standard of street cleansing and to improve the standard of highway maintenance in each District as well as asking each District to selected two “hot spot” areas for particular attention. The two hot spot areas chosen by New Forest District Council are an area of Totton which includes Rumbridge Street and the A35 Totton by pass and an area of New Milton which includes the Davis Field estate and parts of Gore Road. Improvements in standards will be measured using Best Value Performance Indicators. BV199a (proportion of land below an acceptable level of cleanliness) will be used to measure the required improvement in cleanliness in the selected areas. If there the target improvement in BV199a is achieved, the performance reward grant will be paid. Details of the performance reward grant and the required improvement in BV199a are given in Appendix 1.

3. ALTERNATIVES CONSIDERED

3.1 If the Council decide not to sign up to LPSA2, the opportunity to receive substantial grant income will be lost. LPSA2 aims to improve the standard of street cleaning throughout the District and will have substantial benefits for the chosen areas of Totton and New Milton which should result in an improved environment for local residents.

4. CONFLICTS OF INTEREST DECLARED

4.1 None.

5. CONCLUSION

5.1 The Environment Portfolio Holder proposes to sign the LPSA2 agreement to improve the cleanliness of land and highways in two selected areas of the New Forest.

SIGNED: ÔŠŠÛÄT ÄPÖÜÜÿ

DATE: 02-MAY-06

Cllr M Thierry, Environment Portfolio Holder

Date on which notice given of this Decision – 2 May 2006

Last date for call-in – 9 May 2006

Havant Borough Council
Civic Offices
Civic Centre Way
Havant
Hants PO9 2AX

26 April 2006

Dear Partner

LPSA2 Improved Streets Target 15 - Addendum to the Partnership Agreement

Following discussions with the County Council it has been determined that the original agreement documentation was considered not to be sufficiently clear on the allocation of the final reward grant payable on completion of this LPSA Target.

Accordingly I am seeking from you, as a level 2 partner for this target, your agreement on the following addendum which details the allocation of reward funding if the individual targets are achieved:

Addendum to the Agreement – Details of the allocation of reward Grant

The agreement states that:

*10% shall be paid to the Lead (Level 1) Partner and
90% to be shared equally by the Lead Partner and the Level 2 Partners.*

Target 15 defines three indicators; 1a, 1b and 2. It also states that the grant will be split between those three indicators in the proportions 35%, 30% and 35% respectively. i.e. the remaining 90% referred to in the agreement will be split in these proportions between the three indicators.

Indicators 1a and 1b are the responsibility of the District partners to achieve. The reward grant of 35% for 1a and 30% for 1b will therefore be distributed equally to the Level 2 District partners.

Indicator 2 is the responsibility of the County partner. The reward grant of 35% (of the remaining 90%) for indicator 2 will therefore be awarded to the Level 2 County partner, Hampshire County Council.

To indicate your approval to the inclusion of the addendum would you please add your signature to this letter (see over). **Electronic signatures can be accepted for this purpose.**

For those of you who have yet to sign the agreement I would request that you do so by close of play on Friday 28 April 2006. If you have any further questions about this process could you please contact Andy Rudd.

Yours sincerely

Colin Rowland
Head of Environmental Services

Signature:

Title:

Authority:

Date:

Dear Partner,

LPSA2 Improved Streets Target 15 – Legal Sign Up

Hampshire county Council have now formally agreed improved streets as one of the 18 LPSA2 targets.

Work is to be focussed around street cleansing in the Hampshire non unitary districts and improved highways and footways

The target set is, by 2009 is as follows:

Improved cleanliness of land and highways (within Main Priority: Creating an Environment to be Proud of)

Indicator(s) by which performance will be measured

1. Improved cleanliness of land and highways using methodology prescribed in BVPI 199a (2004/05):

a. County Wide BVPI 199a: A County wide average of the partner BVPI 199a (2004/05 methodology) scores.

b. Targeted 'hotspots': Hotspots categorized A or B for litter, detritus, fly posting, graffiti and fly tipping . There must be at least 2 'hotspots scoring A or B' in each of the 11 partner local authorities in Hampshire, using the BVPI 199a (2005) methodology.

2. Percentage of footways in need of improvement determined from the results the baseline survey carried out using PI 187 guidelines. The sizes and locations of the individual footway sites have been recorded and these sites form the footway network for this agreement.

To encourage organisations to sign up all LPSA2 targets will share a £26 million reward payment. The reward payments are activated upon the achievement of a minimum of 60% of the agreed targets.

This letter asks your organisation to do two things:

1. **To outline what activities your organisation is currently undertaken and plans for future activities that will assist the partnership in achieving the LPSA targets.**
2. **To sign up to its level of engagement with the LPSA2 process. The legal agreement attached needs to be signed by 17th April 2006.**

The LPSA targets also feature in the Hampshire Local Area Agreement (LAA).

If you have any general queries about the LPSA2 programme feel free to contact Colin Rowland or Andy Rudd at Havant Borough Council colin.rowland@havant.gov.uk and andy.rudd@havant.gov.uk , telephone number 02392 446323.

We look forward to your involvement in the partnership work to achieve the LPSA2 target will be reached.

Yours sincerely

Colin Rowland
Head of Environmental Services

HAMPSHIRE PARTNERSHIP

LOCAL PUBLIC SERVICE AGREEMENT

AGREEMENT BY THE PARTNERS TO ACHIEVE TARGET [15.] –

IMPROVED CLEANLINESS OF LAND AND HIGHWAYS
(within Main Priority: Creating an Environment to be Proud of)

1. Introduction

- 1.1. Hampshire County Council (“the County Council”) has entered into a Local Public Service Agreement with HM Government for the period 01 April 2005 – 31 March 2009 (“the LPSA”).
- 1.2. Under the LPSA, the County Council, together with other local authorities and NHS bodies in Hampshire (together referred to as “the LPSA Partners”), intend to further improve services that they provide to local people. In particular, the LPSA commits the LPSA Partners to use best endeavours to achieve more demanding performance targets than those which it is expected would be achieved in the absence of the LPSA. The performance targets are set out at Schedule 1 to the LPSA (“the Performance Targets”).
- 1.3. The LPSA provides that the Government intends to pay a performance reward grant (“the Reward Grant”) to the County Council, as set out in Schedule 4 to the LPSA, if all the Performance Targets are achieved. The LPSA also provides that a proportion of the Reward Grant is payable if the Performance Targets are not achieved, but a substantial improvement in performance (of a minimum of 60% against the relevant target) is secured. The maximum Reward Grant payable is £27.7m.
- 1.4. The LPSA Partners have a collective interest in ensuring that the Performance Targets are met, so that services to the public are improved, and the maximum Reward Grant is received for further investment in public services in Hampshire. For these reasons, the LPSA Partners have agreed to enter into arrangements to ensure effective planning, co-ordination and performance management of their actions so that the Performance Targets are met.

2. Definitions

In this Agreement the following terms have the meanings referred to:

- 2.1. “the County Council” means Hampshire County Council
- 2.2. “Chief Executives” means the Partners’ chief executive officers
- 2.3. “Key Tasks” has the meaning referred to in clause 6.1.2
- 2.4. “LAA Executive” means the body established by the LPSA Partners further to the local area agreement for Hampshire, with responsibility for monitoring performance under the LPSA
- 2.5. “Lead Officer” has the meaning referred to in clause 5.2
- 2.6. “Lead Partner” has the meaning referred to in clause 5.1

- 2.7. “Level 2 Partners” has the meaning referred to in clause 4.2
- 2.8. “Level 3 Partners” has the meaning referred to in clause 4.3
- 2.9. “LPSA” has the meaning referred to in clause 1.1
- 2.10. “LPSA Partners” has the meaning referred to in clause 1.2
- 2.11. “the Partners” has the meaning referred to in clause 4.1
- 2.12. “Performance Target” has the meaning referred to in clause 3.1
- 2.13. “Performance Targets” has the meaning referred to in clause 1.2
- 2.14. “Pump-priming Grant” has the meaning referred to in clause 9.1
- 2.15. “Reward Grant” has the meaning referred to in clause 1.3
- 2.16. “Schedule 1” and “Schedule2” refer to the schedules to this Agreement
- 2.17. “Target Plan” has the meaning referred to in clause 6.1

3. Performance Target

- 3.1. This Agreement relates to the Performance Target in the LPSA specified in paragraph 1 of Schedule 1 (“the Performance Target”).

4. Partners Supporting the Achievement of the Performance Target

- 4.1. The Partners supporting the achievement of the Performance Target are as specified in paragraph 2 of Schedule 1 (“the Partners”).
- 4.2. Those Partners referred to as “Level 2 Partners” in paragraph 2 of Schedule1 shall have specific responsibilities for actions to achieve the Performance Target, as shall be set out in detail in the Target Plan (“Level 2 Partners”).
- 4.3. Those Partners referred to as “Level 3 Partners” in paragraph 2 of Schedule 1 shall have no specific responsibilities for actions to achieve the Performance Target in the Target Plan, but shall nevertheless lend overall support to the achievement of the Performance Target (“Level 3 Partners”).

5. Lead Partner and Officer

- 5.1. The Lead Partner for the Performance Target is as set out at paragraph 3 of Schedule1 (“Lead Partner”).

5.2. The Lead Officer for the Performance Target shall be an officer appointed to such role by the Lead Partner (“Lead Officer”). At the commencement of this Agreement the person appointed as Lead Officer is as set out at paragraph 4 of Schedule 1.

6. Target Plan

6.1. In consultation with the Partners, the Lead Officer has produced a written plan setting out the following:

6.1.1. how the Pump-priming Grant is to be allocated to the Partners,

6.1.2. the key tasks to be undertaken by the Partners and the contribution these make to the achievement of the Performance Target (“the Key Tasks”),

6.1.3. in relation to each Key Task, the Partner and named officer with principal responsibility for ensuring its performance

(“the Target Plan”).

6.2. The Target Plan is attached as Schedule 2.

7. Performance Management

7.1. The Lead Partner, through the Lead Officer, is responsible for the overall management and delivery of the Target Plan, to ensure that the Partners are meeting the performance indicators for the Performance Target set out in the LPSA, and on course to achieve the Performance Target.

7.2. The Lead Officer shall provide written reports to the LAA Executive at six-monthly intervals, stating progress that has been made in relation to the Key Tasks, and whether the Performance Indicators are being met. The reports shall include information on how the Pump-priming Grant has been allocated in support of the Key Tasks, highlighting any under- or over-spend, or change in expenditure.

7.3. Where, having received a report further to clause 7.2, the LAA Executive is not satisfied that the Partners are on course to achieve the Performance Target, the matter shall be discussed with the Partners to consider whether the arrangements in place for achieving the Performance Target should be modified in any way. Any modification approved by the LAA Executive shall take effect within such timescale as it may determine.

8. Completion of this Agreement

8.1. A copy of this Agreement shall be signed on behalf of each Partner and (where it is not already a Partner) the County Council, by a person

duly authorised for this purpose. The set of original signed copies shall be kept by the Lead Officer, and copies provided to the County Council by the date referred to in paragraph 5 of Schedule 1.

8.2. Any addition or amendment to this Agreement shall only have effect if it is in writing and signed by all Partners and (where it is not already a Partner) the County Council. In the event of any conflict between this Agreement and any provision in the Target Plan, or any comment made in discussions or correspondence between the Partners, the terms of this Agreement shall prevail and remain in full force and effect.

8.3. Any dispute relating to the interpretation of this Agreement or to any matter arising from it shall, in the first instance, be discussed between the Lead Officer, the Partners and (where it is not already a Partner) the County Council, with a view to resolution. In the event that the matter cannot be resolved, it shall be referred to the Chief Executives for resolution. Where the matter still remains unresolved it shall be referred to the LAA Executive to consider and determine a way forward.

9. Allocation of Pump-Priming Grant

9.1. On receipt of the Target Plan and set of copy agreements signed by the Partners, the County Council shall transmit payment of the sum referred to in paragraph 6 of Schedule 1 (“the Pump-priming Grant”). This constitutes a share of the pump-priming grant received by the County Council under the LPSA. Payment shall be transmitted directly to the Lead Partner or, where the Lead Partner requests, directly to each Partner in accordance with the allocations referred to in the Target Plan.

10. Payment Conditions

10.1. The grant received by the County Council under the LPSA is subject to “conditions protecting the proper use of public funds”. The Partners shall ensure that these conditions are complied with in respect of the administration of the Pump-priming Grant.

10.2. In the event that any part of the Pump-priming Grant becomes repayable to HM Government as a result of any act or omission on the part of any of the Partners, the Partner/s responsible for such act or omission shall be liable to repay the sum in question direct to HM Government, in discharge of any liability the County Council may have for such repayment under the LPSA.

11. Legal Status of this Agreement

11.1. This Agreement is entered into, by those Partners that are local authorities, further to S.2 Local Government Act 2000. In doing so,

their objective is the promotion and improvement of the economic, social and environmental wellbeing of Hampshire through achieving enhanced levels of performance in the provision of public services.

- 11.2. As public bodies, the Partners do not enter into this Agreement with any view of profit. The use of the terms “partners” and “partnership” should not be taken as an indication of any legal partnership for the purposes of the Partnership Act 1890. Each party to this Agreement remains solely responsible for the discharge of its functions, and for any liability arising therefrom.

12. Allocation of Reward Grant

- 12.1. Where the County Council receives a Reward Grant, 5% of it shall be shared equally amongst all those LPSA Partners who have been Level 3 Partners in relation to any of the Performance Targets.

- 12.2. Of the remaining 95%, the proportion received by the County Council as a result of the Partners' performance in relation to the Performance Target shall be shared between the Lead Partner and Level 2 Partners in accordance with such formula (if any) as may be agreed by them and recorded at paragraph 7 of Schedule 1. In the absence of any such formula,, it shall be shared as follows:

12.2.1. 10% shall be paid to the Lead Partner.

12.2.2. 90% to be shared equally by the Lead Partner and the Level 2 Partners.

13. Duration

- 13.1. This Agreement takes effect on the latest date of signing by a Partner and expires on 31 March 2009.

Schedule 1

Performance Target

Target 15

Improved cleanliness of land and highways (within Main Priority: Creating an Environment to be Proud of)

1. Names of Partners

Level 2 Partners:

Basingstoke and Deane Borough Council
East Hampshire District Council
Eastleigh District Council
Fareham Borough Council
Gosport Borough Council
Hart District Council
New Forest District Council
Rushmoor Borough Council
Test Valley Borough Council
Winchester City Council

Hampshire County Council

Level 3 Partners:

None

2. Lead Partner

Havant Borough Council

3. Lead Officer

Colin Rowland
Head of Environmental Services

4. Date by which copies of this signed Agreement shall be provided to the County Council

April 06

5. Pump-priming Grant

£100,000]

Reward Grant Formula

10% shall be paid to the Lead Partner.

90% to be shared equally by the Lead Partner and the Level 2 Partners.

Schedule 2

Target Plan

Target 15

Improved cleanliness of land and highways (within Main Priority: Creating an Environment to be Proud of)

Indicator(s) by which performance will be measured

1. Improved cleanliness of land and highways using methodology prescribed in BVPI 199a (2004/05):

a. County Wide BVPI 199a: A County wide average of the partner BVPI 199a (2004/05 methodology) scores.

b. Targeted 'hotspots': Hotspots categorized A or B for litter, detritus, fly posting, graffiti and fly tipping . There must be at least 2 'hotspots scoring A or B in each of the 11 partner local authorities in Hampshire, using the BVPI 199a (2005) methodology.

Current performance

Cleanliness of land and highways

a. County Wide BVPI 199: Current performance uses a County wide average of the 11 district BVPI 199a scores for 2004/05 (Average outturn for 2004/05 was 18% of streets scoring in category C or D – ‘failed streets’).

b. Targeted ‘hotspots’: Not currently measured

A subjective survey of each area indicates a likely BVPI score of category D or C for each of the selected areas.

A full objective survey will be undertaken to determine baseline levels of litter and detritus using the BVPI 199a methodology,

- a Performance over the period of the Agreement 1 April 2005- 31 March 2009**
- b Performance at end of the Agreement 31 March 2009**

Performance target without the Reward Element

a. County Wide BVPI 199 - 15%.

b. Targeted ‘hotspots’
No measurable reduction

Performance target with the Reward Element

a. County Wide BVPI 199: 9%.

b. Targeted ‘hotspots’:
18 “hotspots” categorised as A or B

Enhancement in performance with the Local PSA

a 6% points

b 18

Interim performance target

b. April 2008 - 70% (15) of 22 areas from D or C into B or A

Indicator 2

Percentage of footways in need of improvement determined from the results the baseline survey carried out using PI 187 guidelines. The sizes and locations of the individual footway sites have been recorded and these sites form the footway network for this agreement.

Current performance 2005

44.0%

Performance at the end of the period of the Agreement 31 March 2009

Performance expected without the Reward Element

41.89%

Performance target with the Reward Element

14.99%

Enhancement

26.9% points

Performance reward grant will be allocated

- 1.a 35%
- 1.b 30%
- 2. 35%

Allocation of pump priming grant:

Allocation of this grant is as agreed by the Lead Officer for the agreed, project includes a maximum allocation of £30,000 towards establishing a baseline for the street cleansing element and £70,000 for baseline surveys for the footways.

Contribution of Level 1 & 2 Partners towards achievement of Target:

All partners signing up to this target at Level 1 & 2 are committed to it's achievement in the following ways:

- Attendance at quarterly Steering Group meetings;
- Confirm that the appropriate targets are a key priority within their authority for the period March 2006-2009;
- Allocation of resources, staff time and budget, to deliver these targets from March 2006–2009 in order to support achieving this target;
- Reporting of programmes and actions undertaken in order to support achieving the target;

- Sharing of best practice, successful programmes and/or research undertaken between all partners and steering group members.

Monitoring of interim Performance:

The Lead Organisation will review progress towards the target during the period March 2006-2009, including:

- Quarterly Steering Group meetings led by the Lead Officer to report individual progress at local authority level and review perceived overall progress towards target;
- Members of the Steering Group and Lead Officer to challenge all Level 1 & 2 Partners to justify their inclusion at this level, commitment and work in relation to achieving the target.

Confirmation of named Officers for Level 2 Partners:

Organisation	Authorising Officer	Assigned Lead Officer
Basingstoke & Deane Borough Council		
East Hants District Council		
Eastleigh Borough Council		
Fareham Borough Council		
Gosport Borough Council		
Hart District Council		
Havant Borough Council	Colin Rowland	Colin Rowland
New Forest District Council		
Rushmoor Borough Council		
Test Valley Borough Council		
Winchester City Council		
Hampshire County Council		Clive Griffiths

Signed:

Name:

Designation:

Name of Partner:

Date:

Signed:

Name: Colin Rowland

Designation: Head of Environmental Services

Name of Partner: Havant Borough Council

Date: