

DATED THE 5th DAY OF November 2007

**GLOUCESTERSHIRE COUNTY COUNCIL
AND
THE COUNCIL OF THE CITY OF GLOUCESTER**

**AGENCY AGREEMENT
RELATING TO
DECRIMINALISED PARKING ENFORCEMENT
AND
ON STREET PARKING**

THIS AGREEMENT is made the 5th day of November
Two Thousand and seven BETWEEN GLOUCESTERSHIRE COUNTY COUNCIL of
Shire Hall Gloucester, Gloucestershire, ("the County Council") of the one part and THE
COUNCIL OF THE CITY OF GLOUCESTER of North Warehouse, The Docks,
Gloucester, Gloucestershire ("the City Council") of the other part.

DEFINITIONS:-

- 1.1 the "1972 Act" - means the Local Government Act 1972;
- the "1984 Act" - means the Road Traffic Regulation Act 1984;
- the "1991 Act" - means the Road Traffic Act 1991;
- 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;
- the "Adjudication Service" - means the National Parking Adjudication Service or such other organisation as is approved by the Secretary of State;
- the "Agency Area" - means the administrative area of the City Council or such other area as may be agreed between the parties;
- the "Commencement Date" - means the date the Designation Order comes into effect;
- the "CNO" - means the officer nominated by the County Council's Group Director of Environment as being responsible for the management of all aspects of this Agreement on behalf of the County Council;
- the "Designation Order" - means the Road Traffic (Permitted Parking and Special Parking Area) (County of Gloucestershire) (Cheltenham, Cotswold, Gloucester, Stroud and Tewkesbury) Order 2007;
- the "Director of Environment" - means the County Council's Group Director of Environment for the time being of the County Council or such officer as the County Council may designate as replacing him;
- "Environmental Enforcement" - means enforcement activities exercising powers set out in the Clean Neighbourhoods and Environment Act 2005;
- the "Executive" - means the Executive of the County Council;
- the "Financial Model" - means the overall account which includes both the on-street and off street revenue, capital and expenses as detailed in the financial model prepared by consultants RTA Associates on 24 November 2006 and variations thereof subsequently agreed jointly by the County Council and the City Council;

"Financial Year" - means each period of twelve (12) months beginning on 1 April and ending on 31 March or such other period of twelve (12) months in substitution as may be designated by the County Council and in relation to broken periods at the beginning and at the end of this Agreement means such periods of less than twelve (12) months as run from (i) the date hereof to the first 31st March thereafter and (ii) the last 1st April to the date on which this Agreement is terminated;

the "FOIA" – means the Freedom of Information Act 2000;

the "Functions" - means the functions described in clauses 3.2 and 3.3 hereto;

"Maintenance" – means the frequent inspection and pre-emptive routine maintenance of on street pay and display equipment belonging to the County Council in order to keep the equipment in good working order, keeping accurate records and rectifying any defects and damages promptly;;

"Nominated Officer" - means the officer nominated by the City Council as being responsible for all aspects of this Agreement on behalf of the City Council;

"Off Street Parking" - means all functions performed by and on behalf of the City Council in respect of off street parking places it has designated under section 32(1)(a) and section 33 of the 1984 Act;

"On-Street Parking Account - means the Account established under clause 9.2 hereof;

"Parking Adjudicator" has the same meaning as in the 1991 Act;

"Parking Annual Report" – means an annual report published by enforcement authorities on the effectiveness of parking and enforcement in the Agency Area as required by legislation;

"Parking Attendant" has the same meaning as in the 1991 Act;

"Party" means either the County Council or the City Council and "Parties" shall be construed accordingly;

"Penalty Charge Notice" has the same meaning as in the 1991 Act;

"Performance Indicators" – means agreed levels of service set out in Part 2 of the Schedule monitored regularly for the purposes of improving the delivery of the Functions;

"Permitted Parking Area" has the meaning ascribed to it in the 1991 Act and is the area to which the Designation Order applies;

the "Policy" – means the Operational Parking Enforcement Policy referred to in clause 3.8 and Part 1 of the Schedule;

"Request for Information" – shall have the meaning set out in the FOIA or any apparent request for information under the FOIA, the Environment Regulations 2004 or the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004);

the "Secretary of State" - means the Secretary of State for Transport or such other person charged with general responsibility under the 1984 and 1991 Acts in relation to England;

the "Special Parking Area" - has the meaning ascribed to it in the 1991 Act and is the area to which the Designation Order applies;

the "Strategic Road Network" – the road network shown in the Gloucestershire Highway Asset Management Plan;

the "Total Outturn Net Cost" – means the total net cost of the Functions for the Financial Year;

the "Traffic Regulation Order" – means any Order under the Road Traffic Regulation Act 1984 which is capable of being enforced by a Penalty Charge Notice and includes any such Orders made subsequent to this Agreement as well as those in force at the date hereof;

the "Traffic Enforcement Centre" – means the centre established under the direction of the Lord Chancellor where unpaid penalty charges are registered as debts at the County Court;

"Traffic Signs" – means any object or device (whether fixed or portable) for conveying, to traffic on roads or any specified class of traffic, warnings, information, requirements, restrictions or prohibitions of any description relevant to the Functions;

the "TUPE Regulations" - means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

"Working Day" - means a day other than Saturday, Sunday or a bank holiday in England between the hours of 9am and 5pm.

- 1.2 Where the context so admits the expressions "the County Council" and "the City Council" shall include their respective successors in title.
- 1.3 Reference in this Agreement to any clause sub-clause paragraph or schedule without further designation shall be a reference to the clause sub-clause paragraph or schedule of this Agreement so numbered.
- 1.4 Reference in this Agreement to any statute or order shall be deemed to include reference to any statutory extension modification or re-enactment thereof and any order regulation made thereunder.

- 1.5 Words importing the singular number only shall include the plural number and vice versa and words importing any particular gender shall include masculine feminine and neuter genders.

WHEREAS:-

- 2.1 The County Council and the City Council are local authorities as defined by Section 270(1) of the 1972 Act.
- 2.2 For the purposes of the 1984 Act the County Council is the Traffic Authority for all roads (other than motorways and all purpose trunk roads) situated in the County of Gloucestershire.
- 2.3 The Functions forming the subject of this Agreement are functions of the Executive of the County Council by virtue of the 2000 Act.
- 2.4 By virtue of Section 19 of the 2000 Act and the 2000 Regulations the Executive of a local authority may arrange for functions which are the responsibility of the Executive of the local authority to be discharged by another local authority or the executive of another local authority and in accordance with these provisions the Executive of the County Council has authorised the discharge by the City Council of certain Functions of the County Council relating to roads in the City Council's administrative area as set out in clauses 3.2 and 3.3 of this Agreement upon the terms described herein.
- 2.5 By virtue of the Designation Order the Secretary of State has on application by the County Council designated the whole of the City Council's area (excluding trunk roads or others as specified) as a Special Parking Area and as a Permitted Parking Area in accordance with Section 43 and Schedule 3 of the 1991 Act.

3. AGENCY

- 3.1 In exercise of the powers in that behalf contained in Section 19 of the 2000 Act and the 2000 Regulations and subject to the terms and conditions hereinafter appearing the County Council hereby agrees and arranges that the City Council shall discharge on behalf of the County Council the Functions within the Agency Area as are specified in clauses 3.2 and 3.3 of this Agreement.
- 3.2 The specified Functions and services are the exercise of all duties and powers of the County Council pursuant or incidental to the provisions of Schedule 3 of the 1991 Act and/or those provisions of the 1984 Act or the 1991 Act as are amended by the Designation Order provided that the specified functions and services shall not include any duties or powers of the County Council pursuant to section 74 of the 1991 Act as amended by the Designation Order nor the Functions of the Street Authority under the New Roads and Street Works Act 1991.

- 3.3 Without prejudice to the generality of clause 3.2 above it is declared that the Functions include:-
- 3.3.1 the enforcement of all Traffic Regulation Orders made by the County Council and governed by Section 43 and Schedule 3 of the Road Traffic Act 1991 and the issue of Penalty Charge Notices the collection of charges including penalty charges for On-Street Parking within the Special Parking Area and Permitted Parking Area and the administration of residents' parking schemes, waivers and dispensations and the collection of charges for permits and vouchers taking all reasonable steps necessary to recover payments due;
 - 3.3.2 dealing with the representations correspondence and appeals arising from issuing Penalty Charge Notices and other charges associated with discharging the Functions;
 - 3.3.3 subject to the condition set out in clause 3.4 the exercise of the powers for immobilisation and the removal, recovery, storage and disposal of vehicles and collection of charges in connection with the above activities;
 - 3.3.4 the registration of debts at the Traffic Enforcement Centre including declaring any statutory declarations;
 - 3.3.5 inspecting signs and lines which are deemed necessary to enable the effective enforcement of the Traffic Regulation Orders to which decriminalised powers apply reporting defects which could prejudice effective enforcement to the County Council as soon it is aware of these and maintaining accurate records of its actions;
 - 3.3.6 the collection counting and banking of all monies from on street pay and display equipment using reasonable endeavours to manage the risk of theft and fraud;
 - 3.3.7 subject to the agreement of the parties the installation, relocation and removal of on street pay and display equipment managing the risk of disruption to the Functions and On Street Parking income;
 - 3.3.8 the Maintenance of on street pay and display equipment.
- 3.4 The City Council shall not commence to exercise powers under the 1991 Act for the immobilisation removal recovery storage and disposal of vehicles and collection of charges in connection therewith in respect of the Functions until the use of those powers has been jointly agreed with the County Council in accordance with the Policy.
- 3.5 The County Council shall be responsible for maintaining signs and lines specified in clause 3.3.5 to a standard which enables the City Council to perform the Functions effectively. Once defects are brought to its attention the County Council shall use reasonable endeavours to bring signs and lines up to an enforceable standard within the relevant time period set out in Part 2 of the

Schedule and consulting with the City Council to manage any work of a disruptive nature. The County Council shall advise the City Council of its reasonable costs of maintaining signs and lines relevant to the enforcement of the Functions within the Agency Area and these shall be charged to the On Street Parking Account.

- 3.6 The County Council and City Council will join the Adjudication Service, in order to provide the adjudication facility required by the 1991 Act and the City Council will operate and administer an appeals procedure to the Parking Adjudicators appointed by the Adjudication Service.
- 3.7 The County Council and City Council acting jointly will devise a detailed operational parking enforcement Policy based upon the framework set out in Part 1 of the Schedule for the avoidance of doubt no later than six (6) months from the Commencement Date and any amendment to this Policy must be approved by both parties (such approval not to be unreasonably withheld or delayed). Where the parties cannot reach agreement the dispute shall be dealt with in accordance with clause 13.
- 3.8 The Functions do not include the functions powers duties or services of the City Council that relate to Off Street Parking in the Agency Area.

4. EXTENT OF AGREEMENT

- 4.1 This Agreement extends to that part of the Agency Area designated by the Secretary of State as a Special Parking Area and as a Permitted Parking Area in the Designation Order and shown in Part 4 of the Schedule.

5. DURATION TERMINATION VARIATION AND REVIEW OF AGREEMENT

- 5.1 This Agreement shall commence on the Commencement Date and shall continue in force for a minimum period of five (5) years from the Commencement Date following which the Agreement may be terminated by either party giving to the other at least one (1) year's notice in writing to expire no later than the 31st day of March in any succeeding year.
- 5.2 Notwithstanding the terms of clause 5.1 either party may terminate this Agreement without prejudice to any rights of action in the event of any local government reorganisation affecting the Functions under this Agreement or in respect of any antecedent breach by giving the other six (6) months notice in writing expiring on the last day of any month if the other party continues to be in breach of this Agreement six (6) months after the service of notice specifying the breach and requiring it to be remedied PROVIDED that if the recipient of the notice disputes that it is in breach and elects to submit the dispute to resolution under clause 13 to this Agreement then there shall be deemed to be no breach unless and until the finding of a breach by the person appointed under clause 13.
- 5.3 Written notice under clauses 5.1 or 5.2 or any other provision of this Agreement shall be by recorded delivery post and in the event of notice by the City Council shall be sent to the CNO at Shire Hall, Gloucester, Gloucestershire or such other address as is notified to the City Council from time to time and in the event of notice to the City Council shall be sent to the Nominated Officer at North

Warehouse, The Docks, Gloucester, or such other address as is notified to the County Council from time to time and in each case shall be deemed to be served or given on the day it is received.

- 5.4 Notwithstanding the provisions for termination contained in clauses 5.1 and 5.2 the terms of this Agreement may be varied at any time by agreement in writing between the parties and shall be endorsed on or attached to this Agreement.

6. EXERCISE OF AGENCY

- 6.1 This Agreement supersedes all earlier meetings, discussions, correspondence, arrangements and agreements between the County Council and the City Council relating to the Functions within the Agency Area at the time this Agreement is signed.
- 6.2 In exercising the Functions the City Council hereby agrees with the County Council so far as practicable to discharge the Functions in accordance with the Policy and the Performance Indicators and to have regard to and comply with all statutory and legislative requirements associated with the Functions.
- 6.3 When the City Council submits proposals to the County Council to amend On Street charges the County Council will give proper consideration to the request and if it considers it reasonable to make the amendments the County Council will carry out all the appropriate statutory procedures, the City Council's and County Council's officers' reasonable time involved therewith and all other costs arising from the procedures to be a charge on the On-Street Parking Account.
- 6.4 The County Council shall retain the right to determine the level of on street parking fees and additional charges in the Agency Area subject where necessary to the approval of the Secretary of State and in doing so will have regard to the views of the City Council, the provisions of clause 9.1 below and other relevant considerations.

7. INDEMNITY AND INSURANCE

- 7.1 The City Council shall indemnify and keep indemnified the County Council against all actions claims demands proceedings damages losses costs charges and expenses whatsoever in respect of or in any way arising out of the provision of the Functions or any part of them or other work carried out pursuant to this Agreement including injury to or death of any person and loss of or damage to any property including also property belonging to the County Council except and to the extent that it may arise out of the City Council's correct and proper adherence to the Policy or the act default or negligence of the County Council or its officers or in respect of theft of monies from pay and display equipment and vandalism to pay and display equipment.
- 7.2 Notwithstanding and independently of the City Council's obligations in this Agreement the City Council shall maintain public liability insurance throughout the period of this Agreement and apportion the cost of such cover in relation to

the operation of the Functions to the On Street Parking Account. The cover per incident under such policy at the date of this agreement shall be at least five million pounds (£5,000,000) which sum shall be amended as often as the sum applicable to the City Council's general policy for public liability insurance is amended AND the said cover per incident shall be equal to the amount of cover in the City Council's general policy for such insurance but in any event shall not be less than five million pounds (£5,000,000).

- 7.3 The City Council shall institute and defend all such claims or legal proceedings as the City Council finds reasonable to do so in connection with the discharge and carrying out of any of the Functions by the City Council PROVIDED ALWAYS that EXCEPT in relation to claims or proceedings in respect of which insurances provide full indemnity and cover the City Council shall consider any advice offered by the County Council in relation to the prosecution defence compromise or settlement of any proceedings taken or defended in accordance with this clause to which the City Council is a party in the High Court of Justice the Court of Appeal or the House of Lords but the City Council shall not be obliged to take any step or any action that may compromise any claim under any insurance held by it.
- 7.4 The City Council shall use its reasonable endeavours to undertake the Functions in such a way as to minimise third party claims for compensation damages or otherwise or any legal liability arising in connection with or incidental to the carrying out of the Functions through the negligence default or neglect of the City Council.
- 7.5 In the event of failure by either Council reasonably to comply with the requirements of this Agreement which results in the other Council incurring additional expenditure then the Council at fault shall indemnify and reimburse the other Council for the reasonable expenditure so incurred. For the purpose of this clause 7.5 the other Council shall provide the Council at fault with evidence of the cost involved.
- 7.6 The City Council shall indemnify and keep indemnified the County Council against all actions claims demands proceedings damages losses costs charges and expenses whatsoever in respect of employees delivering the Functions who qualify to transfer to a new service provider under TUPE regulations and whose posts are not specified in Part 3 of the Schedule. The list of posts in Part 3 of the Schedule may be varied by agreement of both parties in accordance with the provisions of clause 5.4.

8. REVIEW OF OPERATIONAL ARRANGEMENTS

- 8.1 The CNO will meet regularly with the Nominated Officer at least twice a year to monitor the Performance Indicators and improve the efficiency and effectiveness of the Functions. The CNO and Nominated Officer will annually formally review the operation of the Agreement including but not limited to the scope of the Functions, Performance Indicators, any staffing issues, and the On Street

Parking Account AND agreed changes will be recorded as provided for in clause 5.4.

- 8.2 Regulation 10 of the 2000 Regulations shall apply in relation to discharge of the Functions by a committee sub-committee or officer of the City Council.
- 8.3 In relation to the Functions of this Agreement the City Council will take reasonable steps to avoid conflict between its own requirements and those of the County Council as a parking authority and traffic authority and the County Council will take reasonable steps to avoid conflict between its own requirements and those of the City Council as parking authority. In the event of any such conflict arising either in this regard or otherwise the dispute will be referred for resolution in accordance with clause 13.
- 8.4 The County Council and City Council shall establish a Gloucester Parking Board comprising the CNO and the Nominated Officer and up to two (2) elected members from each council and shall meet at least twice a year. The terms of reference of the Gloucester Parking Board shall include the roles of considering, reviewing, advising and guiding on all high levels matters relating to the Functions including the operation and improvement of the Functions, financial results, budget proposals and the use of financial surpluses within the Agency Area.

9. FINANCIAL

- 9.1 The parties declare their intention to use their best endeavours to ensure that the Functions shall as far as possible be run efficiently and economically and aim to make the Functions self financing at the earliest opportunity and the County Council shall not be liable to contribute to the cost of carrying out the Functions other than the agreed capital budget and the agreed revenue budget set out in the Financial Model and subsequent agreed variations to the Financial Model with all unauthorised budget overspends being met by the City Council.
- 9.2 Within its financial administration the City Council shall establish and hold an account called the Gloucester City On-Street Parking Account and shall on a monthly basis debit to the On-Street Parking Account its reasonable costs of administering and carrying out the Functions as set out in the Financial Model and agreed with the County Council.
- 9.3 The City Council shall at least monthly credit to the On-Street Parking Account all on-street income received in discharging the Functions including without limitation income from on street Penalty Charge Notices, income from fees and charges for on-street parking and also from residents' and other parking permits, miscellaneous income arising from the Functions and clamping and removals if undertaken. Any net surplus of income over expenditure in the On-Street Parking Account shall be paid to the County Council on a quarterly basis having made deductions for reasonable costs of administering and carrying out the Functions. Any net deficit of income over expenditure shall be transferred from the County

Council on a quarterly basis having made deductions for reasonable costs of administering and carrying out the Functions as set out in the Financial Model and agreed with the County Council.

- 9.4 The County Council may from time to time specify in writing to the City Council such management information concerning part or parts of the income and expenditure credited or debited to the On-Street Parking Account that needs to be distinguished separately in that Account from other income or expenditure credited or debited to that Account.

- 9.5 For the avoidance of doubt it is hereby declared that:-

9.5.1 the City Council holds the On Street Parking Account and all monies therein on behalf of the County Council;

9.5.2 the City Council shall no later than 30th November each year prepare and submit to the County Council a draft budget for the discharge of the Functions in the ensuing Financial Year (commencing 1st April thereafter) together with a revised budget for the current Financial Year and shall no later than 28th February each year prepare and agree with the County Council a final budget for the discharge of the Functions for the ensuing Financial Year (commencing 1st April thereafter);

9.5.3 in the event that the parties hereto are unable to agree the budget in clause 9.5.2 by 28th February in any given year the dispute shall be referred for resolution in accordance with clause 13;

9.5.4 in discharging the Functions the City Council shall conform as far as practicable to the budgets described in sub-clause 9.5.2 above.

- 9.6 The County Council and City Council agree to explore ways of improving the efficiency of the Functions and developing a holistic parking strategy including improved residents parking and park and ride services where economic and effective. In the event that following preparation and submission to the County Council of an annual statement of account in accordance with clause 9.8 there is a surplus of income over expenditure, a reasonable share of such surplus in the current Financial Year which is not used for refunding set up costs including the County Council's costs of reviewing traffic regulation orders and previous years' deficits shall be used for such parking highways and transportation purposes within the Agency Area and its environs as determined by the County Council for purposes which are permissible under Section 55 of the 1984 Act having due regard to the advice and recommendation of the Gloucester Parking Board and the decision of the County Council will be final.

- 9.7 All transfers or contributions of funds between the County Council and City Council arising from the provisions of clauses 9.5 and 9.6 shall take place in accordance with the County Council's capital and revenue budget deadlines and not later than two (2) months following the start of the following Financial Year.

- 9.8 A statement of income and expenditure subject to audit relating to the On-Street Parking Account shall be prepared annually by the City Council as soon as practicable after the end of the preceding Financial Year and be submitted to the County Council no later than 30th May to include a full statement of transactions. Following the submission of the statement of income and expenditure to the County Council the City Council will have their accounts audited and provide the Director of Environment with a certified copy of these audited accounts. The records will be made available for inspection by the Director of Environment and/or the internal and external auditors of the County Council. Access to the relevant records offices people and I.C.T. systems will be made available at reasonable times. Such accounts shall be drawn up in accordance with generally accepted accounting practices.
- 9.9 Having regard to clause 9.6 above the parties hereto agree that when:
- 9.9.1 considering the City Council's budget for the discharge of the Functions;
or
 - 9.9.2 any approval is to be given under this Agreement; or
 - 9.9.3 taking any steps affecting the Functions
- they will have proper regard to the objective of making the Functions self-financing as soon as practicable.
- 9.10 The Parties hereby agree to ensure when setting parking charges to have regard to the principles of the Gloucestershire Local Transport Plan and subsequent parking strategies agreed by the parties.
- 9.11 For the avoidance of doubt the County Council will set On Street Parking fees and charges and the City Council will set Off Street Parking fees and charges. In the event that either party to this Agreement proposes to vary the management of parking within the Agency Area using its powers under sections 32, 33, 35, 45 or 46 of the 1984 Act it shall first consult the other party before publishing a statutory notice and it shall seek to set charges which optimise benefits for highway safety, traffic management and the local economy.
- 9.12 The City Council shall put in place a contract for the Maintenance to the satisfaction of the County Council and shall obtain the County Council's consent/authorisation prior to awarding any such contract. The City Council's reasonable costs of such Maintenance shall be charged to the On-Street Parking Account.
- 9.13 In the event that it becomes or is expected to become uneconomic to maintain or repair pay and display equipment then the City Council shall notify the County Council at the earliest opportunity and submit proposals for procuring new equipment within its draft budget proposals for the following Financial Year. The County Council will endeavour to fund the cost of such equipment either procuring it directly itself or through the City Council. In the event of an urgent and unforeseen need to replace pay and display equipment then the County Council

will use its reasonable endeavours to fund replacement equipment at the earliest opportunity.

- 9.14 The City Council shall bring to the attention of the County Council at the earliest opportunity any proposal to improve or replace parking enforcement software hardware and licences and training which has implications on the efficiency and performance of the Functions. Where the proposed expenditure will solely benefit delivery of the Functions the County Council shall give favourable consideration to funding such proposals although where expenditure may also benefit the City Council's Off Street Parking functions then such costs will be split between the parties in the same proportion as the proportion of Penalty Charge Notices issued in the respect of Off-Street Parking (for the City Council) against On-Street Parking (for the County Council) in the preceding Financial Year.
- 9.15 Where the City Council's performance in discharging the Functions meets or exceeds criteria agreed with the County Council it will receive a Performance Payment in accordance with Part 5 of the Schedule to this Agreement.

10. APPOINTMENT OF STAFF AND CONTRACTORS

- 10.1 The City Council may carry out the Functions pursuant to the terms of this Agreement by means of directly employed Parking Attendants and administrative staff or by a contractor or by a combination of both of the above as the City Council considers most advantageous and shall consult the County Council on these arrangements.
- 10.2 The City Council shall submit to the County Council together with its draft and final budget proposals a list of all employee and contractor posts currently engaged in the administration and provision of the Functions showing the percentage of time each post has allocated to the Functions in the current Financial Year and its best estimate of the same for the ensuing Financial Year.
- 10.3 The City Council shall limit the number of staff engaged in the delivery of the Functions who in the event of a "transfer of undertaking" for the purpose of the TUPE Regulations qualify to transfer such that it shall not exceed those posts agreed in writing with the County Council and specified in Part 3 of the Schedule.
- 10.4 The number of posts specified in Part 3 of the Schedule may be varied by agreement in accordance with the provisions of clause 5.4 to ensure the economic and effective delivery of the Functions in the event of significant changes in workload and legislative changes to the TUPE Regulations.

11. EFFECT OF TERMINATION

- 11.1 Both parties to this Agreement agree that:

- 11.1.1 the Party terminating the Agreement will be responsible for the costs relating to the termination save in respect of the County Council's costs of the Traffic Regulation Review;

- 11.1.2 In the event of any termination of this Agreement after five (5) years from the Commencement Date the Party terminating the Agreement shall indemnify the other Party against any reasonable and proven expenses (including redundancy, pension and employment related costs) directly attributable to the termination;
 - 11.1.3 in the event of any termination of this Agreement the City Council shall use its best endeavours to continue to carry out the Functions in accordance with this Agreement up until the date termination takes effect and will following termination process all cases issued by them up to the date of termination except where it otherwise agrees with the County Council to pay the reasonable costs of transferring this work to another service provider or in the case of a breach until a date determined by both parties or in the absence of agreement, by the Arbitrator in accordance with clause 13; and
 - 11.1.4 any net surplus in the On-Street Parking Account shall accrue to the County Council AND the City Council shall prepare and submit to the County Council a final account as expeditiously as possible and not later than two (2) months from the date on which this Agreement terminates with the final financial settlement of any outstanding matters finalised within one (1) month of the submission of the final account
- 11.2 Subject to clause 11.1 it is further agreed that in the event of termination by either party:
- 11.2.1 all assets (other than those specified in clause 11.5 below) equipment and vehicles used in respect of administering and discharging the Functions shall be valued by agreement of the parties or, in the absence of agreement, by the arbitrator; and
 - 11.2.2 each party shall receive such proportion of (or sum equal to the value of) the aforesaid valued assets equipment and vehicles according to the calculation detailed in clause 11.3 below;
 - 11.2.3 where neither party wishes to receive a particular valued asset equipment or vehicle, such item shall be sold by the party with possession of it at the best price reasonably obtainable and the resulting sums shall be distributed after deduction of any expenses reasonably incurred in the items sale according to clause 11.3;
 - 11.2.4 any agreed outstanding capital set up costs from the implementation of decriminalised parking enforcement in the Agency Area shall be recovered from the party which serves notice of termination.

- 11.3 The distributions made in clause 11.2 shall be made in the same proportion as the proportion of Penalty Charge Notices issued in the respect of Off-Street Parking (for the City Council) against On-Street Parking (for the County Council) in the twelve (12) months preceding the date of service of the notice of termination or breach.
- 11.4 If either party is entitled to reimbursement for costs incurred according to the indemnity in clause 11.1 above, the distribution in clause 11.3 shall be adjusted to include, so far as possible, such reimbursement.
- 11.5 Any pay and display machines or other payment equipment used in connection with On-Street Parking shall remain in the ownership of the County Council and shall not be subject to division as required in clause 11.2 above and any pay and display machines or other payment equipment used in connection with Off Street Parking shall remain in the ownership of the City Council and shall not be subject to division as required in clause 11.2.
- 11.6 In the event of this Agreement being determined whether by notice breach or otherwise either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of the Agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.
- 11.7 In the event of notice of termination having been served by either party the City Council shall not appoint any new staff to discharge the Functions or alter the terms and conditions of existing staff engaged in discharging the Functions without the prior written consent of the County Council.
- 11.8 For the avoidance of doubt both parties agree that in the event of termination of this Agreement or on the transfer of the Functions between the County Council and the City Council not involving such termination the transaction hereafter constitutes a "transfer of undertaking" for the purpose of the TUPE Regulations and unless and until it is declared by any judicial or other competent authority that the TUPE Regulations do not apply each shall act on the basis that they do

12. TUPE

- 12.1 Clauses 12.2 and 12.3 shall apply if in the event of termination of this Agreement or on the transfer of the Functions between the County Council and the City Council not involving such termination or the County Council is inviting or preparing to invite tenders or offers for a contract or contracts for any work or services which at any time form part of this Agreement.

12.2 If this clause 12 applies, then the City Council shall forthwith (upon request in writing from the County Council):

12.2.1 supply to the County Council and/or the tenderers/prospective tenderers who have been identified to the City Council by the County Council ("the Transferee") with the information which is specified in sub-clause 12.3.2 (the "Information") about those staff whose employment might reasonably be transferred to the Transferee (whether under TUPE or any other enactment) because their duties are wholly or mainly connected with the performance of the City Council's obligations under this Agreement ("the TUPE Staff");

12.2.2 immediately inform the County Council in writing of either, any changes, or additions, which it is necessary to make to the Information to keep it accurate and up to date (following the initial supply of the Information to the County Council by the City Council pursuant to this clause 12);

12.2.3 use its reasonable endeavours to:

- (a) clarify any matter upon which clarification is sought by the County Council in relation to the Information;
- (b) co-operate as fully as possible with any other reasonable request which is made to it by the County Council in relation to the Information.

12.3 If the County Council makes a request in writing to the City Council pursuant to clause 12.2, then:

12.3.1 the City Council shall supply the Information within either, such reasonable time as the County Council shall specify in its discretion (acting reasonably) or otherwise within twenty (20) working days of the date of the receipt by the City Council of the County Council's written request under clause 12.2;

12.3.2 the City Council shall provide the County Council with the employee liability information in accordance with Regulation 11(2) of the TUPE Regulations and any other information which the County Council considers reasonable.

Failure to Comply

12.4 The County Council shall recover from the City Council any such costs incurred under this Agreement (acting reasonably) if the City Council fails to fully comply with any of the requirements of clauses 12.2 and 12.3 (having due regard to the nature and circumstances of the breach).

Release of Information by the County Council

12.5 The City Council hereby authorises the County Council to disclose the Information to any tenderer, or prospective tenderer for any work or services which are comprised in this Agreement. However the County Council shall, if requested by the City Council in writing and if practicable (but not otherwise) ensure that prior to such disclosure the tenderers or prospective tenderers in question undertake with the County Council:

12.5.1 to only disclose the Information either, to their duly authorised servants and agents in so far as this is reasonably necessary for the sole purposes of formulating their tender bids, or if required by law to do so;

12.5.2 to use the Information for the sole purpose of formulating their tender bids.

Indemnity – the Transferee

12.6 If, on the expiry or earlier of the Agreement, there is a transfer of staff from the City Council to the Transferee pursuant to TUPE, then the City Council shall also indemnify the Transferee from and against any related legal liability which shall also transfer to the Transferee under TUPE in circumstances where the liability in question arose due to any act or omission which was committed by either the City Council or its staff prior to the date upon which the transfer under TUPE takes effect.

Changes to Terms & Conditions

12.7 During the period of notice referred to in clause 5.1, the City Council shall not make any material change to the terms and conditions of employment of any member of TUPE Staff, without first obtaining the prior written consent of the County Council (not to be unreasonably withheld or delayed).

13. DISPUTES AND ARBITRATION

13.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within thirty (30) Working Days of either Party notifying the other of the dispute.

13.2 If the dispute cannot be resolved pursuant to clause 13.1 of this Agreement then either party may request the other to participate in a meeting of their respective Chief Executives, in order to discuss the dispute and to agree a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) Working Days and shall exchange statements at least three (3) clear Working Days prior to the date of the meeting, setting out their respective views of the disputed issues.

- 13.3 If notwithstanding any steps which are taken by the Parties pursuant to clauses 13.1 and 13.2, the dispute between them remains unresolved, then at the request of either party, the dispute in question shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between the Parties, or (in the absence of such agreement) by the President of the Law Society (or his authorised representative). Any such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Parties shall bear their own expenses and one half of the mediator's resulting charges.
- 13.4 If, regardless of whether or not the Parties have implemented the procedures which are specified in clauses 13.2. and 13.3, the Parties fail to resolve their dispute within six (6) weeks of the dispute first arising, then either party may serve notice on the other to require the dispute to be referred to either (as applicable):
- 13.4.1 arbitration in accordance with the Arbitration Acts 1996, or;
- 13.4.2 an appropriate independent expert who shall be nominated without delay by agreement between the Parties (such agreement not to be unreasonably withheld or delayed) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination, the expert shall be nominated on the joint application of the Parties (or if either of them neglects to concur in such application, then on the sole application of the other) by the president or other chief officer or acting chief officer for the time being of the Law Society (or such other appropriate professional body as shall be agreed by the Parties, such agreement not to be unreasonably withheld or delayed).
- 13.5 Regardless of whether either an arbitrator, or an expert is appointed under clause 13.4, the Parties shall each use their reasonable endeavours to ensure that the appointed arbitrator/expert (as applicable):
- 13.5.1 sets a strict (but nevertheless fair) timetable, with which the Parties must comply in order to secure a resolution of their dispute without undue delay or expense;
- 13.5.2 invites each of the Parties (or their respective agents) to submit written representations to him to explain their respective cases in relation to the dispute (such response to be made by each of the Parties within ten (10) Working Days of being requested to do so by the arbitrator/expert (as applicable));
- 13.5.3 immediately discloses any representations which have been made pursuant to sub-13.5.2, to the other party, so that they can then submit further written comments on the same to the arbitrator/expert (as applicable) within a further five (5) Working Days.
- 13.6 The Parties agree that if either an expert or an arbitrator is appointed under clause 13.4, then:

- 13.6.1 the arbitrator/expert (as applicable) shall not be fettered by any representations (or comments on the same) which are made by either of the Parties to the arbitrator/expert (as applicable);
 - 13.6.2 the decision of the arbitrator/expert (as applicable) shall be final and binding on the Parties provided that the appointed person provides each of the Parties with a detailed statement setting out their reasons for making the decision which they have arrived at;
 - 13.6.3 the arbitrator/expert (as applicable) shall not have exclusive jurisdiction on questions of construction of law;
 - 13.6.4 each of the Parties shall bear one half of the costs of the reference to the arbitrator/expert (as applicable) unless the arbitrator/expert (as applicable) directs otherwise.
- 13.7 If any dispute between the Parties is resolved pursuant to the provisions of this section (otherwise than via the appointment of an arbitrator) then the Parties shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the Parties by way of supplement to this Agreement.

14. PROTECTION OF INFORMATION

- 14.1 The City Council shall (and shall procure that any of its staff involved in the provision of the Functions of this Agreement) comply with any notification requirements under the Data Protection Act 1998 ("DPA") and both Parties will duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 14.2 Notwithstanding the general obligation in clause 14.1, where the City Council is processing personal data (as defined by the DPA) as a data processor for the County Council (as defined by the DPA) the City Council shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

- 14.2.1 provide the County Council with such information as the County Council may reasonably require to satisfy itself that the City Council is complying with its obligations under the DPA;
 - 14.2.3 promptly notify the County Council of any breach of the security measures required to be put in place pursuant to clause 14.1; and
 - 14.2.4 ensure it does not knowingly or negligently do or omit to do anything which places the County Council in breach of the County Council's obligations under the DPA.
- 14.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

15. Confidentiality and FOIA

15.1 Each Party acknowledges that section 81 of the FOIA applies where both Parties are public authorities within the meaning of section 84 of the FOIA.

15.2 Each Party:-

15.3.1 shall treat all confidential information (which for this purpose shall mean information which is disclosed by a Party or its staff in connection with this Agreement which the other Party ought reasonably to regard as being confidential to the disclosing Party whether or not such information is expressly stated to be confidential or marked as such) belonging to the other Party as confidential and safeguard it accordingly;

15.3.2 shall not disclose any confidential information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

15.4 The City Council shall take all necessary precautions to ensure that all confidential information obtained from the County Council under or in connection with the Agreement:-

15.4.1 is given only to such of the City Council staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;

15.4.2 is treated as confidential and not disclosed (without prior approval from the County Council) or used by any City Council staff or such professional advisors or consultants otherwise than for the purposes of the Agreement.

15.5 The City Council shall not use any Confidential Information it receives from the County Council otherwise than for the purposes of the Agreement.

- 15.6 The provisions of clauses 15.2 to 15.5 shall not apply to any confidential information received by one Party from the other:-
- 15.6.1 which is or becomes public knowledge (otherwise than by breach of this clause15);
 - 15.6.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 15.6.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 15.6.4 is independently developed without access to the Confidential Information; or
 - 15.6.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA, or the Environmental Information Regulations 2004.
- 15.7 Each Party acknowledges that the other Party is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and each Party shall assist and cooperate with the other (at their own expense) to enable the other Party to comply with these Information disclosure obligations. .
- 15.8 Where a Party receives a Request for Information in relation to Information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall):-
- 15.8.1 provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five (5) Working Days (or such other period as the County Council may specify) of the County Council's requesting that Information; and
 - 15.8.2 provide all necessary assistance as reasonably requested by the County Council to enable the County Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.
- 15.9 Where a Party receives a Request for Information which relates to the Agreement, it shall inform the other Party of the Request for Information as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information.

15.10 If either Party determines that information (including Confidential Information) must be disclosed pursuant to clause 15.9, it shall notify the other Party of that decision at least two (2) Working Days before disclosure.

15.11 Each Party shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:-

15.11.1 is exempt from disclosure under the FOIA or the Environmental Information Regulations 2004;

15.11.2 is to be disclosed in response to a Request for Information.

15.12 Each Party acknowledges that the other Party may, may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA or the Environmental Information Regulations 2004 to disclose Information:-

15.12.1 without consulting with the other Party, or

15.12.2 following consultation with the other Party and having taken its views into account.

15.13 The City Council shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the County Council to inspect such records as requested from time to time.

16. Audit and the Audit Commission

16.1 The City Council shall keep and maintain until six (6) years after the expiry or earlier termination of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the services provided under it, all expenditure reimbursed by the County Council, and all payments made by the County Council. The City Council shall on request afford the County Council or the County Council's representatives or the Audit Commission such access to those records as may be required by the County Council or the Audit Commission in connection with the Agreement.

17. FORCE MAJEURE

17.1 Neither of the Parties shall be liable to each other to any extent in relation to any "Force Majeure Event" (which for this purpose shall mean a failure by either party to fulfil its obligations under this Agreement due to reasons beyond its reasonable control). Without limiting the meaning of that expression, "reasons beyond its reasonable control" may include industrial disputes of any kind, whether involving the employees of either party or those of any other person, government intervention, act of war and other hostilities, storm, fire, flood, theft, riot and earthquake).

- 17.2 As soon as either Party becomes aware that a Force Majeure Event has occurred or is likely to occur, that Party will notify the other Party. Such notification shall take the form of a verbal communication to the CNO or Nominated Officer as appropriate to be supported by written confirmation of the content of such verbal communication. The Parties shall then agree as soon as possible what action should be taken to avoid or mitigate the effects of the Force Majeure Event.

18. GENERAL

- 18.1 Notwithstanding clause 3.1 hereof and as provided in Sections 19(4) and (5) of the 2000 Act nothing herein contained shall prevent the County Council from exercising the Functions provided that the County Council will not exercise any of the Functions except where there has been a breach of clause 6.2 or where in the reasonable opinion of the CNO a breach would otherwise occur and then only after agreement with the City Council as to both the necessity for the action on the part of the County Council and as to the time when it will be exercised such agreement also to include a process and timetable for handing back the Function Provided that such agreement shall not be necessary where the urgency of the situation in the reasonably held opinion of the CNO does not permit such consultation, or the situation is deemed to need urgent action.
- 18.2 Notwithstanding clause 3.1 hereof the City Council may in any particular case request the County Council to exercise any of the Functions in which case the County Council may in its discretion and at the City Council's expense exercise the Function or Functions to the extent of the request and to the exclusion of the City Council.
- 18.3 Where any approval consent or permission is required from the County Council under this Agreement then any request for such consent or permission shall be addressed to the CNO and such consent or permission shall not be unreasonably withheld or delayed.
- 18.4 This Agreement shall be subject to English Law in all respects (including formation) and shall be construed and interpreted in accordance with English Law and subject to clause 13 shall be subject to the jurisdiction of the Courts of England.
- 18.5 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 18.6 The City Council shall in undertaking the Functions comply with the provisions of the Human Rights Act 1998.
- 18.7 The County Council and the City Council have entered into this Agreement in the spirit of partnership with the object of providing effective economic and efficient service and both parties declare their intention to seek to continuously improve delivery of the Functions in accordance with the principles of best value.

18.8 The City Council shall not have the right to assign or transfer the benefit of this Agreement or any part of this Agreement without the consent of the County Council.

18.9 Each of the parties will pay their own costs and expenses incurred in connection with the preparation negotiation and completion of this Agreement.

18.10 This Agreement is executed as a Deed

RTA 1991 - FINANCIAL MODEL OF IMPLEMENTATION

MODEL VERSION:	6.0
MODEL DATE:	24-Nov-06

CLIENT: GLOUCESTER CITY COUNCILVERSION: BASE MODEL

VERSION	NOTES ON VERSION CHANGES & STATUS
V1	First Draft
V2	Information from initial meeting included
V3	Estimated Contract Rates Included
V4	overheads & contract rates modified following 2nd meeting
V5	Amendments following meeting 12/10/05
V6	Revised costs Dec 2006

MODEL OPTIONS SELECTED:

PARKING ATTENDANT TIME ALLOCATION:

If the Parking Attendants have duties which reduce the effective time they will spend enforcing the parking regulations, this will be reflected by a proportional split being entered for the Other Duties (Enforcement Duties will adjust automatically).

Actions: Enter required percentages under On-Street and/or Off-Street

Non-Parking Enforcement Duties		Parking Enforcement
Options:	Selected Option	Balance
On-Street	0 - 100%	100%
Off-Street	0 - 100%	100%

ON-STREET PAY & DISPLAY CHARGING:

The model has three possible options which can be selected as follows: -

- Current Select for no-change to the current status on implementation of DPE
- New P&D-1 Includes the income and expenses derived from schedule "P&D-1"
- New P&D- 1&2 Includes the income and expenses derived from schedule "P&D-1" and schedule "P&D-2".

Actions: Select one "Option" and copy over "Selected Option" to revise model

Options:	Selected Option	Option Number
Current	Current	1
New P&D-1	Refresh PCN Tables after Changing Selection	
New P&D-1&2		

OFF-STREET CAR PARK CHARGING

The model has three possible options which can be selected as follows: -

- Current Select for no change to tariffs or transaction volumes
- Option 1 Considers revised tariffs, transaction volumes and distributions of transaction by tariff.
- Option 2 Considers same changes as Option 1 but for alternative tariff structure.

Actions: Select one "Option" and copy over "Selected Option" to revise model

Options:	Selected Option
Current	Current
Option 1	
Option 2	

OFF-STREET CAR PARK TRANSACTION VOLUMES INCREASE

This is the estimated increase in transaction volumes experienced in Off-Street Car Parks post DPE.

Apply percentage volume increase to "Current" Income

Actions: Select the required option to apply or not apply the percentage change to "Current Income"; then Enter required percentage volume increase under "Selected Option"

Options:	Selected Option
Yes or No	Yes
0 - 100%	0%

OFF-STREET CAR PARK CHARGING IN FREE CAR PARKS

Selecting the "Yes" Option will include an estimated volume of transactions from Free Car Parks to be included in the calculation of "Off-Street Car Park Charging". It will also modify the Enforcement required now these Car Parks are charged for.

Actions: Select one "Option" and copy over "Selected Option" to revise model

Options:	Selected Option
Yes	No
No	

CURRENT VAT RATE

The model will use this rate for all calculations involving VAT

Actions: Enter current VAT rate under "VAT Rate"

Range	VAT Rate
0 - 100%	17.5%

LEASING RATES

The model uses 3 or 5 year periods for leasing items, as selected per item. Enter current rates per £1,000 per annum:

Rate for 3 year leases:	£310
Rate for 5 year leases:	£230

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V6	Revised costs Dec 2006

SUMMARY OF MARGINAL INCOME & EXPENDITURE

START-UP =	Enter 1 - 3 0	MONTHS	SCH REF	START-UP PERIOD (months)	START-UP CAPITAL	START-UP EXPENSES	FIRST 12 MTHS	SECOND 12 MTHS	THIRD 12 MTHS	FOURTH 12 MTHS	FIFTH 12 MTHS
<u>INCOME</u>											
		PCNs ISSUED				0	29,253	30,026	30,026	30,026	30,026
		PCN PAYMENTS	1		£0	£549,972	£659,868	£659,868	£659,868	£659,868	£659,868
		CLAMP & REMOVAL PAYMENTS			£0	£0	£0	£0	£0	£0	£0
		PERMIT PAYMENTS	2		£0	£0	£0	£0	£0	£0	£0
		CAR PARK RECEIPTS	3		£0	£0	£0	£0	£0	£0	£0
		ON STREET CHARGING	3		£0	£28,000	£28,000	£28,000	£28,000	£28,000	£28,000
		NET C.COURT PROCEEDS	4		£0	£22,886	£91,544	£91,544	£91,544	£91,544	£91,544
		TOTAL PAYMENTS			£0	£600,858	£779,411	£779,411	£779,411	£779,411	£779,411
<u>EXPENSES:</u>											
		OPERATIONAL MANAGEMENT	5	0	£10,000	£19,500	£46,125	£46,125	£46,125	£46,125	£46,125
		ON-STREET ENFORCEMENT	6	0	£0	£0	£462,429	£462,429	£462,429	£462,429	£462,429
		OFF-STREET ENFORCEMENT	7	0	£0	£0	£0	£0	£0	£0	£0
		CLAMP & REMOVAL CONTROL		0	£0	£0	£0	£0	£0	£0	£0
		TICKET & PERMITS PROCESSING	8	0	£35,600	£15,650	£146,633	£146,633	£146,633	£146,633	£146,633
		PAY & DISPLAY	9	0	£0	£0	£0	£0	£0	£0	£0
		TOTAL EXPENSES			£45,600	£35,150	£655,187	£655,187	£655,187	£655,187	£655,187
		ANNUAL NET SURPLUS OR (DEFICIT)			(£45,600)	(£35,150)	(£54,329)	£124,225	£124,225	£124,225	£124,225
		CUMULATIVE NET SURPLUS OR (DEFICIT) EXCLUDING CAPITAL				(£35,150)	(£89,479)	£34,746	£158,971	£283,195	£407,420
		CUMULATIVE NET SURPLUS OR (DEFICIT) INCLUDING CAPITAL				(£80,750)	(£135,079)	(£10,854)	£113,371	£237,595	£361,820
		NPV INTEREST RATE	6%								
		YEAR END NPVs (EXCLUDING CAPITAL)					(£86,403)	£24,156	£128,457	£226,855	£319,683
		NPV INTEREST RATE	6%								
		YEAR END NPVs (INCLUDING CAPITAL)					(£132,003)	(£21,444)	£82,857	£181,255	£274,083

Notes:-

- 1 NPV - Calculation assumes that the Start Up Cost is a negative cash flow at the start of year 1 and that each years cash flow thereafter is received at the end of the year.
- 2 SCH REF - Reference to the detailed working schedules attached.
- 3 Start up costs include capital costs, one-off costs incurred before commencement, and percentage of first year expenses calculated from number of months selected in Start-up Period.

GLOUCESTER CITY COUNCIL

External Pricing assessment

10% added Dec
2006

ITEM NO.	DESCRIPTION	UNIT	NUMBER, OR PRICE PER SINGLE UNIT	Quantity	Annual cost
1	PRICE FOR CALENDAR MONTH FIXED OVERHEAD	PER CALENDAR MONTH	£13,200.00	12	£158,400
2	PRICE FOR ONE PARKING ATTENDANT FULLY EQUIPPED, TRAINED AND CERTIFICATED IN ACCORDANCE WITH SPEC. DEPLOYED 0730 TO 1830 MONDAY TO SATURDAY	PER DEPLOYED PA HOUR	£12.60	23400	£294,840
3	PRICE FOR ONE PARKING ATTENDANT FULLY EQUIPPED, TRAINED AND CERTIFICATED IN ACCORDANCE WITH SPECIFICATION DEPLOYED ON SUNDAYS, and BANK HOLIDAYS 0730 TO 0729 THE FOLLOWING DAY	PER DEPLOYED PA HOUR	£25.20	3600	£90,720
4	PRICE FOR ONE PARKING ATTENDANT SUPERVISOR FULLY EQUIPPED, TRAINED AND CERTIFICATED IN ACCORDANCE WITH SPEC. DEPLOYED 0730 - 1830 MONDAY TO SATURDAY	PER DEPLOYED SUPERVISOR HOUR	£13.25	2925	£38,756
5	PRICE FOR ONE PARKING ATTENDANT SUPERVISOR FULLY EQUIPPED, TRAINED AND CERTIFICATED IN ACCORDANCE WITH SPEC. DEPLOYED ON SUNDAYS and BANK HOLIDAYS 0730 to 0729 THE FOLLOWING DAY	PER DEPLOYED SUPERVISOR HOUR	£26.50	366	£9,689
6	PRICE FOR ONE PARKING ATTENDANT FULLY EQUIPPED, TRAINED AND CERTIFICATED, DEPLOYED IN ACCORDANCE WITH SPECIFICATION DEPLOYED 18.31 ON MONDAY TO SATURDAY TO 07.29 THE FOLLOWING DAY	PER DEPLOYED PA HOUR	£18.90	2925	£55,283
7	PRICE FOR ONE PARKING ATTENDANT SUPERVISOR FULLY EQUIPPED, TRAINED AND CERTIFICATED IN ACCORDANCE WITH SPECIFICATION DEPLOYED 18.31 ON MONDAY TO SATURDAY TO 07.29 THE FOLLOWING DAY	PER DEPLOYED SUPERVISOR HOUR	£19.86	366	£7,261
8	PRICE FOR THE SUPPLY AND OPERATION OF A MOTORISED TWO WHEELER	PER DAY	£8.76	0	£0
9	PRICE FOR THE SUPPLY AND OPERATION OF A 4 SEATER CAR	PER DAY	£18.80	365	£6,862
10	NOTICE FIXED FEE, FOR EACH NOTICE CORRECTLY ISSUED i.e. capable of being processed by the PCN system as a legitimate PCN	PER PCN	£1.00	30,026	£30,026
11	NOTICE FIXED FEE, FOR EACH NOTICE FULLY PAID ie fully paid at the discount rate within 17 days or at the full rate any time thereafter	PER PCN	£2.00	21,018	£42,037
THE PROVISION OF LT. FACILITIES					
12	PRICE FOR FIRST PC CONNECTED ON COUNCIL SIDE	PER CALENDAR MONTH	£26.67	0	£0
13	PRICE FOR EACH SCANNER CONNECTED ON COUNCIL SIDE	PER CALENDAR MONTH	£27.50	0	£0
14	PRICE FOR EACH PRINTER CONNECTED ON COUNCIL SIDE	PER CALENDAR MONTH	£25.83	0	£0
15	PRICE FOR EACH SUBSEQUENT PC CONNECTED ON COUNCIL SIDE	PER CALENDAR MONTH	£26.67	0	£0

ANNUAL ESTIMATED ENFORCEMENT
CONTRACT COST

£733,874

On-street:	17	PAs	74%	£542,429
Off-street:	6	PAs	26%	£191,445
	23			

RTA 1991 - FINANCIAL MODEL OF IMPLEMENTATION

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VERSION: BASE MODEL

SCHEDULE 1

ON-STREET & OFF STREET PAYMENTS

PCN ISSUE & PAYMENTS

Projected Number of PCNs	30,026	% PCNs Issued By Face Value	PCNs ISSUED	%PAID	PCNs PAID	% PAID BY BAND	VOLUME PAID	AMOUNT PAID
PCN Level	£40.00	0%	0	67%	0	20%	0	£0
50% Discount	£20.00					75%	0	£0
50% Premium	£60.00					5%	0	£0
PCN Level	£50.00	0%	0	67%	0	20%	0	£0
50% Discount	£25.00					75%	0	£0
50% Premium	£75.00					5%	0	£0
PCN Level	£60.00	100%	30,026	70%	21,018	20%	4,204	£252,221
50% Discount	£30.00					75%	15,764	£472,914
50% Premium	£90.00					5%	1,051	£94,583
		100%	30,026	70%	21,018		21,018	£819,718

CURRENT RECEIPTS

		Net ECN Value					
On-Street - 1	£20.00	£20.00	1,883	42.0%	791	791	£15,820
On-Street - 2	£40.00	£40.00		25.0%	471	471	£18,840
On-Street - 3	£0.00	£0.00			-	0	£0
				67.0%			
Off-Street - 1	£30.00	£30.00	4,536	42.0%	1,905	1,905	£57,150
Off-Street - 2	£60.00	£60.00		25.0%	1,134	1,134	£68,040
Off-Street - 3	£0.00	£0.00		0.0%	-	0	£0
			6,419	67.0%	4,301	4,301	£159,850
TOTAL / MARGINAL RECEIPTS			23,607		16,717	16,717	£659,868

SCHEDULE 2

PERMIT PAYMENTS

PERMIT ISSUES AND REVENUE BY PERMIT TYPE:

	TOTAL	NOW	NEW	UNIT COST	PROPOSED INCREASE	AMOUNT
Permit - Staff/Public	0	0	0	£0	£0	£0
Permit - Business	0	0	0	£0	£0	£0
Permit - Doctor	0	0	0	£0	£0	£0
Permit - Resident	0	0	0	£0	£0	£0
Permit - Visitor	0	0	0	£0	£0	£0
Permit -	0	0	0	£0	£0	£0
TOTAL PERMITS	0	0	0			£0

SCHEDULE 3

PAY & DISPLAY AND CAR PARK RECEIPTS

		TOTAL	NOW	NEW	AMOUNT
ON-STREET PAY & DISPLAY - AREA 1		£0	£0	£0	£0
ON-STREET PAY & DISPLAY - AREA 2		£0	£0	£0	£0
CAR PARK INCOME INCREASE	Current	£0	£0	£0	£0
FREE CAR PARKS CHARGED	No	£0	£0	£0	£0
VOL. INCREASE ONLY ON-STREET	5%	£588,000	£560,000	£28,000	£28,000
VOL. INCREASE ONLY OFF-STREET	0%	£1,935,000	£1,935,000	£0	£0
TOTAL RECEIPTS					£28,000

SCHEDULE 4

PROCEEDS FROM COUNTY COURT & SUBSEQUENT ACTION

PROCEEDS FROM ACTION	(See AW04)	£113,613
COSTS OF ACTION		(£22,069)
NET PROCEEDS		£91,544

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MODEL VERSION:	6.0
MODEL DATE:	24-Nov-06

CLIENT: GLOUCESTER CITY COUNCIL

VERSION: BASE MODEL

SCHEDULE 5

OPERATIONAL MANAGEMENT

DESCRIPTION:	MODEL ASSUMPTION	%	TOTAL UNITS	UNITS NOW	NEW UNITS	UNIT COSTS	ANNUAL EXPENSE	TOTAL SET-UP EXPENSE	SET-UP CAPITAL
<u>STAFFING / SALARY:</u>									
Parking Manager			1.0	0.3	0.7	£32,000	£22,400		
Parking Assistant			1.0	1.0	0.0	£20,000	£0		
Contract Administrator / Audit			1.0	0.0	1.0	£14,500	£14,500		
Administration Staff			0.0	0.0	0.0	£0	£0		
TOTAL STAFF / SALARY COSTS			3.0	1.3	1.7		£36,900	£0	£0
<u>OTHER STAFFING COSTS:</u>									
Salary Overhead Costs	Percentage of Salary	25.0%					£9,225		
Accommodation Costs - Mgt.	Annual Charge/New Office		1	0	1	£0	£0		
Accommodation Costs - Staff	Annual Charge/New Office		2	0	2	£0	£0		£0
Uniform Costs	Cost Per Head					£450	£0		
Initial Recruitment Costs	Cost Per New Head				2	£0		£0	
Staff Turnover Recruitment	% Turnover of Headcount	30.0%	1		1	£0	£0		
TOTAL OTHER STAFF COSTS							£9,225	£0	£0
<u>OFFICE EQUIPMENT</u>									
Office Equipment Set-up	Cost Per Head		3	1.3	1.7	£0		£0	
Maintenance	Cost Per Head		3	1.3	1.7	£0	£0		
<u>COMPUTER EQUIPMENT</u>									
PC	Cost Per Head		1	1.3	-0.3	£0			£0
PC Software	Cost Per Head		3	1.3	1.7	£0			£0
Printer	Cost Per Head		3	1.3	1.7	£0			£0
Networking	Cost Per Head		3	1.3	1.7	£0		£0	
Equipment Lease	Lease over 3 or 5 years					£0	£0		
Maintenance	Cost of Equipment	12.0%					£0		
TOTAL EQUIPMENT COSTS							£0	£0	£0
<u>OTHER COSTS:</u>									
Telephone expenses	Cost Per Head		3	1.3	1.7	£0	£0		
Public relations	Estimate				1	£0	£0	£8,000	
Consultancy costs	Set-Up expenses							£10,000	
TRO/GIS set-up							£0		£0
Signs & Lines review	Set-Up expenses								£0
Signs conversion in car parks									£10,000
Lease car							£0		
Training - Set-up	Cost Per Head - all staff		3	1.3	1.7	£500		£1,500	
Training - on-going	Cost Per Head - all staff		3	1.3	1.7	£0	£0		
Departmental Overheads	% of salary cost	0.0%					£0		
TOTAL OTHER COSTS							£0	£19,500	£10,000
TOTAL ANNUAL EXPENSES / SET-UP COSTS							£46,125	£19,500	£10,000

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VERSION: BASE MODEL

SCHEDULE 6

ON STREET ENFORCEMENT

DESCRIPTION:	MODEL ASSUMPTION	%	TOTAL UNITS	UNITS NOW	NEW UNITS	UNIT COSTS	ANNUAL EXPENSE	TOTAL SET-UP EXPENSE	SET-UP CAPITAL
STAFFING / SALARY:									
Senior Supervisor			0.00	0.00	0.00	£0	£0		
Supervisor			3.00	0.00	3.00	£16,000	£0		
TUPed Supervisors			0.00	0.00	0.00	£0	£0		
Team Leaders			0.00	0.00	0.00	£0	£0		
Parking Attendants		17.0	14.00	0.00	14.00	£14,500	£0		
TUPed PAs			0.00	0.00	0.00	£0	£0		
TOTAL STAFF / SALARY COSTS			17.00	0.00	17.00		£0	£0	£0

OTHER STAFFING COSTS:

Salary Overhead Costs	Salary	0.0%					£0		
Accommodation Costs	Cost Per Head		17.0	0.0	17.0	£0	£0		£0
Uniform Initial Costs	Uniformed PA's & Supervisors		17.0	0.0	17.0	£0		£0	
Uniform Maintenance	Original Costs	50.0%					£0		
Initial Recruitment Costs	Estimate							£0	
Staff Turnover Recruitment	% Turnover of Headcount	30.0%	5.0		5.0	£0	£0		
Uniform Replacement Costs	New staff				5.0	£0	£0		
Uniform Stock Costs	Original Costs	0.0%						£0	
TOTAL OTHER STAFF COSTS							£0	£0	£0

OFFICE EQUIPMENT

Office Equipment Set-up	Cost Per Manager / Supervisor		3.0	0.0	3.0	£0		£0	
Maintenance	Cost Per Head		3.0	0.0	3.0	£0	£0		
Radio base station			1.0	0.0	1.0	£0			£0
No. of Sets of Equipment for PAs					17.0				
Personal radios					17.0	£0			£0
Batteries & chargers					17.0	£0			£0
HHCT	HHCT+Case				17.0	£0			£0
HHCT Software	Per HHC				17.0	£0			£0
HHCT Spares	Spares Holding %	5.0%			1.0	£0			£0
HHCT Chargers	Per Number of HHCT				17.0	£0			£0
Digital cameras	Per PA				17.0	£0			£0
PCs (including software)			1.0	0.0	1.0	£0			£0
PC Installation			1.0	0.0	1.0	£0		£0	
Printer			1.0	0.0	1.0	£0			£0
Equipment Lease	3 year lease rate per £1,000				Lease Period in Years (or 0) = 0	£0	£0		
Maintenance	Cost of Equipment	0.0%					£0		
TOTAL EQUIPMENT COSTS							£0	£0	£0

OTHER COSTS:

Tickets issued	Volume + % Spoilt	5.0%	26,365		26,365	£0.00	£0		
Telephone expense	Estimate						£0		
Stationery / Consumables	Estimate				17.0	£0.00	£0		
Training - Set-up	Cost Per Head - all staff		17	0	17	£0		£0	
Training	Cost Per Head - all staff		17	0	17	£0	£0		
Private mileage	Essential car user allowance					£0.440	£0		
Car	Purchase		0	0	0	£10,000			£0
	Lease over 3 or 5 years				Lease Period in Years (or 0) = 5	£230	£0		
	Operating Costs		0	0	0	£2,834	£0		
Parking Attendant Scooters	Purchase		0	0	0	£2,500			£0
	Lease over 3 or 5 years				Lease Period in Years (or 0) = 3	£310	£0		
	Operating Costs		0	0	0	£1,432	£0		
	Protective Clothing/Helmets		0	0	0	£600	£0		
Parking Attendant Transport	Purchase		0	0	0	£12,000			£0
	Lease over 3 or 5 years				Lease Period in Years (or 0) = 5	£230	£0		
	Operating Costs		0	0	0	£2,834	£0		
Departmental Overheads	% of salary cost	85.0%					£0		
TOTAL OTHER COSTS							£0	£0	£0
Estimated Contract Sum							£542,429		
LESS:	Current Payment to Police						£ 80,000		
TOTAL ANNUAL EXPENSES / SET-UP COSTS							£462,429	£0	£0

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CLIENT: GLOUCESTER CITY COUNCIL

VERSION: BASE MODEL

SCHEDULE 7

OFF STREET ENFORCEMENT

DESCRIPTION:	MODEL ASSUMPTION	%	TOTAL UNITS	UNITS NOW	NEW UNITS	UNIT COSTS	ANNUAL EXPENSE	TOTAL SET-UP EXPENSE	SET-UP CAPITAL
<u>STAFFING / SALARY:</u>									
Senior Supervisor			0.00	0.00	0.00	£0	£0		
Supervisor			1.00	1.00	0.00	£16,000	£0		
Team Leaders			0.00	0.00	0.00	£0	£0		
Parking Attendants		5.6	4.60	4.60	0.00	£14,500	£0		
TOTAL STAFF / SALARY COSTS			5.60	5.60	0.00		£0	£0	£0
<u>OTHER STAFFING COSTS:</u>									
Salary Overhead Costs	Salary	0.0%					£0		
Accommodation Costs	Cost Per Head		5.6	5.6	0.0	£0	£0		£0
Uniform Initial Costs	Uniformed PA's & Supervisors		5.6	5.6	0.0	£0		£0	
Uniform Maintenance	Original Costs	50.0%					£0		
Initial Recruitment Costs	Estimate							£0	
Staff Turnover Recruitment	% Turnover of Headcount	30.0%	2.0		2.0	£0	£0		
Uniform Replacement Costs	New staff				2.0	£0	£0		
Uniform Stock Costs	Original Costs	20.0%						£0	
TOTAL OTHER STAFF COSTS							£0	£0	£0
<u>OFFICE EQUIPMENT</u>									
Office Equipment Set-up	Cost Per Manager / Supervisor		1.0	1.0	0.0	£0		£0	
Maintenance	Cost Per Head		1.0	1.0	0.0	£0	£0		
Radio base station			0.0	0.0	0.0	£0			£0
No. of Sets of Equipment for PAs					5.6				
Personal radios					5.6	£0			£0
Batteries & chargers					5.6	£0			£0
HHCT	HHCT+Case				5.6	£0			£0
HHCT Software	Per HHCT				5.6	£0			£0
HHCT Spares	Spares Holding %	5.0%			1.0	£0			£0
HHCT Chargers	Per Number of HHCT				5.6	£0			£0
Digital cameras	Per PA				5.6	£0			£0
PCs (including software)			0.0	0.0	0.0	£0			£0
PC Installation			0.0	0.0	0.0	£0		£0	
Printer			0.0	0.0	0.0	£0			£0
Equipment Lease	3 year lease rate per £1,000				0	£0	£0		
Maintenance	Cost of Equipment	20.0%					£0		
TOTAL EQUIPMENT COSTS							£0	£0	£0
<u>OTHER COSTS:</u>									
Tickets issued	Volume + % Spoilt	5.0%	5,163		5,163	£0.00	£0		
Telephone expense	Estimate						£0		
Stationery / Consumables	Estimate				0.0	£0.00	£0		
Public relations									
Training - Set-up	Cost Per Head - all staff		6	0	6	£0		£0	
Training	Cost Per Head - all staff		6	0	6	£0	£0		
Private mileage	Essential car user allowance					£0.440	£0		
Car	Purchase		0	0	0	£15,000			£0
	Lease over 3 or 5 years				5	£230	£0		
	Operating Costs		0	0	0	£2,834	£0		
Parking Attendant Scooters	Purchase		0	0	0	£3,000			£0
	Lease over 3 or 5 years				0	£0	£0		
	Operating Costs		0	0	0	£1,432	£0		
	Protective Clothing/Helmets		0	0	0	£600	£0		
Parking Attendant Transport	Purchase		0	0	0	£15,000			£0
	Lease over 3 or 5 years				0	£0	£0		
	Operating Costs		0	0	0	£2,834	£0		
Departmental Overheads	% of salary cost	85.0%					£0		
TOTAL OTHER COSTS							£0	£0	£0
Estimated Contract Sum							£191,445		
LESS: Existing Contract Payment							£191,445		
TOTAL ANNUAL EXPENSES / SET-UP COSTS							£0	£0	£0

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MODEL DATE:	24-Nov-06

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VERSION: BASE MODEL

SCHEDULE 8

TICKET & PERMIT PROCESSING

DESCRIPTION:	MODEL ASSUMPTION	%	TOTAL UNITS	UNITS NOW	NEW UNITS	UNIT COSTS	ANNUAL EXPENSE	TOTAL SET-UP EXPENSE	SET-UP CAPITAL
<u>STAFFING / SALARY:</u>									
Manager			0.0	0.0	0.0	£0	£0		
Supervisor			1.0	0.0	1.0	£16,000	£16,000		
PCN Processing Staff			4.3	1.2	3.1	£14,000	£43,400		
Reps, Court & NPAS staff			0.0	0.0	0.0	£0	£0		
Permit Processing Staff			0.0	0.0	0.0	£0	£0		
Parking Counter Staff			0.0	0.0	0.0	£0	£0		
TOTAL STAFF / SALARY COSTS			5.3	1.2	4.1		£59,400	£0	£0

OTHER STAFFING COSTS:

Salary Overhead Costs	Salary	25.0%					£14,850		
Accommodation Costs	Cost Per Head		5.3	1.2	4.1	£0	£0		£0
Uniform Initial Costs	Counter staff		0	0	0	£250		£0	
Uniform Maintenance	Original Costs	50.0%					£0		
Initial Recruitment Costs	Estimate				4.1	£0		£0	
Staff Turnover Recruitment	% Turnover of Headcount	30.0%	2		2	£0	£0		
TOTAL OTHER STAFF COSTS							£14,850	£0	£0

OFFICE EQUIPMENT

Office Equipment Set-up	Cost Per Head		5.3	1.2	4.1	£0		£0	
Maintenance	Cost Per Head		5.3	1.2	4.1	£0	£0		
<u>COMPUTER SYSTEM COSTS</u>									
PCN Processing Purchase	Application software	4 user licence	1	0	1	£15,000			£15,000
Permits System - 4 user licence		incl	0	0	0	£5,300			£0
Digital camera interface		incl	0	0	0	£5,000			£0
Dispensations Module		incl	0	0	0	£1,700			£0
Suspensions Module		incl	0	0	0	£900			£0
Equipment maintenance Module		incl	0	0	0	£1,350			£0
Internet payment module			0	0	0	£1,000			£0
GIS Interface			0	0	0	£3,200			£0
Cash Receipting			0	0	0	£1,000			£0
Postcode addressing	4 user licence		4	0	4	£450			£1,800
Scanning Software		incl	0	0	0	£1,900			£0
DIP Viewing Software		incl	0	0	0	£295			£0
System Server	System Hardware		1	0	1	£8,000			£8,000
PCs			5	0	5	£1,000			£5,000
Scanners			2	0	2	£1,000			£2,000
Bar Code Readers			4	0	4	£350			£1,400
Cash Handling Equipment			0	0	0	£2,500			£0
Heavy Duty - Continuous Printer	Printers		0	0	0	£1,500			£0
Laser Printers			2	0	2	£1,200			£2,400
Network Cards & Software	Cards / Software		5	0	5	£0		£0	
Network Cabling	Cabling		5	0	5	£0		£0	
Computer System Lease	Lease over 3 or 5 years	Lease Period in Years (or 0) =			0	£0	£0		
Installation and Training	Application Software(days)		10	0	10	£650		£6,500	
Implementation of systems			10	0	10	£650		£6,500	
Network Installation			1	0	1	£0		£0	
Software Support	Cost of Application Software	20.0%					£3,360		
Hardware Maintenance	Cost of Equipment	0.0%					£0		
TOTAL EQUIPMENT & SYSTEM COSTS							£3,360	£13,000	£35,600

OTHER COSTS:% OF TOTAL PCN ISSUE RELATING TO THE VOLUME INCREASE

79%

Letters (incl postage)				5,902	£0.30	£0			
DVLA enquiry				11,213	£0.18	£2,018			
Notices (incl postage)				8,971	£0.50	£0			
Cheque processing service	Cheques received			21,018	£0.00	£0			
Adjudication cases	% of PCNs issued	0.5%		150	£0	£0			
Adjudication Service Costs	Est. Fixed Charge	Joining Fee		0	£0			£0	
Adjudication Service Costs	Est. Fixed Charge	Annual Fee		1	£0	£0			
Adjudication Service Costs	Unit cost/PCN			30,026	£0.55	£16,514			
Permit Stationery				0	£0.20	£0			
Telephone expense				1	£1,000	£0			
IVR system costs	Set-up cost + cost per PCN paid	% PCNs income paid to IVR co.	4.2%			£0			£0
Web site extensions								£0	
IT Support Costs	IT Departmental Support			1	£0	£0			
Initial training				5.3	£500			£2,650	
Training				5.3	£0	£0			
Departmental Overheads	% of salary cost	85.0%				£50,490			
TOTAL OTHER COSTS						£69,023		£2,650	£0
TOTAL ANNUAL EXPENSES / SET-UP COSTS						£146,633		£15,650	£35,600

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SCHEDULE 9

PAY & DISPLAY COSTS

DESCRIPTION:	MODEL ASSUMPTION	%	TOTAL UNITS	UNITS NOW	NEW UNITS	UNIT COSTS	ANNUAL EXPENSE	TOTAL SET-UP EXPENSE	SET-UP CAPITAL
<u>STAFFING / SALARY:</u>									
Senior Maintenance Engineer			0	0	0	£21,552	£0		
Maintenance Engineer			0	0	0	£16,716	£0		
TOTAL STAFF / SALARY COSTS			0	0	0		£0	£0	£0

OTHER STAFFING COSTS:

Salary Overhead Costs	Salary	25.0%					£0		
Accommodation Costs	Cost Per Head		0	0	0	£900	£0		£0
Uniform Initial Costs	Uniformed PA's & Supervisors		0	0	0	£579		£0	
Uniform Maintenance	Original Costs	50.0%					£0		
Initial Recruitment Costs	Estimate							£0	
Staff Turnover Recruitment	% Turnover of Headcount	30.0%	0		0	£100	£0		
TOTAL OTHER STAFF COSTS							£0	£0	£0

OFFICE EQUIPMENT

Office Equipment Set-up	Cost Per Head		0	0	0	£600		£0	
Maintenance	Cost Per Head		0	0	0	£100	£0		
Cashiering Equipment					0	£0			£0
Cashiering Equipment Maint	Cost of Equipment	12.0%					£0		
TOTAL EQUIPMENT & SYSTEM COSTS							£0	£0	£0

OTHER COSTS:

			On-Street	Off-Street	Total				
Pay & Display Machines - Purchase	Purchase		0	0	0	£2,600			£0
Pay & Display Machines - Lease	Lease over 3 or 5 years		Lease Period in Years (or 0) = 0			£0	£0		
Installation Costs			0	0	0	£600		£0	
Signage			0	0	0	£300		£0	
Maintenance			0	0	0	£100	£0		
Running Costs			0	0	0	£250	£0		
Cash Collection Securicor service	Per P&D machine		0	0	0	£350	£0		
Departmental Overheads	% of Total Operating Costs	10.0%					£0		
TOTAL OTHER COSTS							£0	£0	£0

TOTAL ANNUAL EXPENSES / SET-UP COSTS

£0	£0	£0
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ADDITIONAL WORKINGS

(AW01) PAYMENTS BY LOCATION:

	%	NUMBER	VALUE
MAILED PAYMENTS	50%	10,509	£409,851
TELEPHONE PAYMENTS	40%	8,407	£327,873
COUNTER PAYMENTS	10%	2,102	£81,978
TOTAL PAYMENTS		21,018	
AVERAGE PAYMENT VALUE		£39.00	

(AW02) PAYMENT DISTRIBUTION BY TIME OF PAYMENT

	VOLUME	AMOUNT
PAYMENTS MADE AT DISCOUNT LEVEL	15,764	£472,914
PAYMENTS MADE BEFORE CHARGE CERTIFICATE	4,204	£252,221
POST CHARGE CERTIFICATE PAYMENTS	1,051	£94,583
TOTAL PAYMENTS:	21,018	£819,718

(AW03) ESTIMATED LEVELS OF CORRESPONDENCE / TRANSACTIONS

NB: TOTAL VOLUMES, NOT MARGINAL VOLUMES

Receipts	Mailed Payments		10,509
Correspondence	% of Tickets Issued	25%	7,507
Pocket books checked	% of Tickets Issued	6%	1,802
Meter checks	% of Tickets Issued	1%	300
Site visits	% of Tickets Issued	1%	300
TRO/map checks	% of Tickets Issued	1%	300
Permits applications	Number of Permits Issued		0
Permits Correspondence	% of Number of Permits	50%	0
Cases to DVLA	Tickets Issued less Payments before Notice		14,262
DVLA successful responses	% of Cases to DVLA	80%	11,410
Manual DVLA VQ5 responses	% of Cases to DVLA	16%	2,282
Notices (NTOs)	DVLA successful responses		11,410
Charge Certificates	% of NTOs	45%	5,134
Telephone Calls	% of Tickets Issued	50%	15,013
Personal visits at Reception	% of Tickets Issued	15%	4,504
Permits Telephone calls	% of Number of Permits	50%	0
Representations	% of Notices	33%	3,765
Notices of Rejection	% of Representations	75%	2,824
Adjudication Cases	% of Notices of Rejection	9%	254
PCNs cancelled	% of PCNs issued	11%	3,303
C.Court Registrations	Eligible Cases - See AW05		4,414
Bailiff Services	Bailiff Action - See AW05		3,752
TOTAL CORRESPONDENCE / TRANSACTION VOLUMES			103,045
VOLUME PER DAY Based on 225 days / year			458

ADDITIONAL WORKINGS - CONTINUED

(AW04) COUNTY COURT ESTIMATE

ANNUAL PROJECTION OF ISSUE		30,026
NO. OF CASES STILL OPEN AFTER 72 DAYS:		9,008
% OF THESE FOR MULTIPLE OFFENDERS:	5%	450
% OF THESE ALREADY REGISTERED:	2%	180
% OF THESE WITH CURRENT CORRESPONDENCE, ETC	7%	631
% OF THESE WITH < £20 DUE	10%	901
% OF THESE OUTSIDE JURISDICTION:	2%	180
% WITH NO GOOD NAME AND ADDRESS:	25%	2,252
ELIGIBLE CASES:		4,414
ANNUAL COST OF REGISTRATION:	£5.00	£22,069
% OF THESE PAYING AFTER REGISTRATION CERTIFICATE:	15%	662
AVERAGE PCN VALUE AT THIS STAGE:		£90.00
REVENUE FROM REGISTRATION PAYEES:		£59,587
CASES ELIGIBLE FOR WARRANT REQUEST:		3,752
% AGAINST WHICH BAILIFF ACTION TAKEN:	80%	3,001
% PAYING AFTER BAILIFF ACTION:	20%	600
REVENUE FROM BAILIFF ACTION:		£54,026
% OF PROCEEDS RETAINED BY BAILIFFS:	0%	£0
NET COUNTY COURT PROCEEDS		£91,544

TICKETS ISSUED AT: £40	0
TICKETS ISSUED AT: £50	0
TICKETS ISSUED AT: £60	30,026
CHARGE BAND: £40	£40
CHARGE BAND: £50	£50
CHARGE BAND: £60	£60
TOTAL REVENUE(IGNORING DISCOUNT IMPACT):	£1,801,577
AVERAGE PCN VALUE:	£60
AVERAGE INCREMENTED PCN VALUE:	£90

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(AW05) ESTABLISHMENT

Staffing	Total	Current	New
Operational Management	3.00	1.30	1.70
On Street Enforcement	17.00	0.00	17.00
Off Street Enforcement	5.60	5.60	0.00
Removal PAs	0.00	0.00	0.00
Ticket & Permit Processing	5.30	1.20	4.10
Machine maintenance	0.00	0.00	0.00
Total Staffing	30.90	8.10	22.80
PA's Only	18.60	4.60	14.00

NB: assumes contract drivers

(AW06) VEHICLE USAGE COSTS

Car/MPV Costs			
Item	Volume	Unit	Cost
Miles per day	50		
Days per week	6		
Weeks per year	50		
Miles per year	15,000		
Miles per gallon	32		
Price per gallon	£3.70	gallon	
Fuel costs			£1,734
Service cost	£150	each service	
Service Interval	10,000	miles	
Annual Service costs			£225
Road Fund Licence			£150
Insurance			£225
Repairs			£500
			£2,834

Scooter Costs			
Item	Volume	Unit	Cost
Miles per day	40		
Days per week	6		
Weeks per year	50		
Miles per year	12,000		
Miles per gallon	75		
Price per gallon	£3.70	gallon	
Fuel costs			£592
Service cost	£100	each service	
Service Interval	5,000	miles	
Annual Service costs			£240
Road Fund Licence			£75
Insurance			£225
Repairs			£300
			£1,432

(AW07) UNIFORMS

ITEM	UNIT COST	NUMBER REQUIRED PER PA	TOTAL ONE-OFF SET-UP	TOTAL ANNUAL RECURRING
Anorak/Coats	£85.00	1	£85.00	
Shirts/Blouses	£9.95	6	£59.70	£29.85
Nato style Pullovers	£19.50	2	£39.00	
Trousers/skirts	£31.00	4	£124.00	£62.00
Ties	£3.20	1	£3.20	
Gloves	£19.95	1	£19.95	
Scarves	£5.95	1	£5.95	
Shoes	£30.00	3	£90.00	£45.00
Hats	£42.00	1	£42.00	
Shoulder badges	£2.80	16	£44.80	
Flashes	£5.20	2	£10.40	
Fleece jacket	£25.00	1	£25.00	
Bag	£30.00	1	£30.00	
			£579.00	£136.85

THE SCHEDULE

PART 1

Framework for the Operational Parking Enforcement Policy

- 1.1 Enforcement will be carried out in order to achieve a level of compliance with the Traffic Regulation Orders which is sustainable and which optimises benefits for highway safety, traffic management and the local economy. The County Council and City Council agree to jointly monitor compliance with parking and waiting restrictions within the Agency Areas and to use this information to review the effectiveness of the Functions, enforcement resources applied and policies.
- 1.2 Procedures will be determined for the enforcement activity and the issuing and processing of Penalty Charge Notices; these will be approved jointly by the Councils. The objective will be to provide fair and firm enforcement in a manner intended to discourage illegal parking and to provide a consistent approach across Gloucestershire in particular in dealings with the public.
- 1.3 Enforcement will be required at any time as circumstances dictate including Sundays and evenings; however the resource will be concentrated on Mondays to Saturdays from 0800 to 1900 hours and from 1000 to 1630 hours on Sundays and Bank Holidays with a lower level of resource available at other times.
- 1.4 The majority of the resource will be utilised in the urban centres and major distributor roads but all Traffic Regulation Orders throughout the Agency Area will be enforced at an appropriate level to be determined by the Nominated Officer having due regard for any reasonable request made by the CNO recognising the incidence of illegal parking and the significance of that activity on the free flow of traffic and road safety. The enforcement resource will be carried out at a level which reflects the allocation of resource included in the Financial Model prepared by consultants and subsequent amendments to the model as agreed in writing between the City Council and County Council.
- 1.5 Requests from the County Council or Police authority to the City Council to provide specific enforcement activity will not be unreasonably refused providing that the costs of such requests do not place a financial burden on the service. The County Council and City Council shall work together to agree policies for such fees and charges and the City Council shall meet regularly with the police to review joint working arrangements as set out in the Memorandum of Understanding.
- 1.6 In exercising any Functions under this Agreement the City Council shall conform to such policies and standards as may from time to time be agreed jointly in writing by the parties and which shall have regard to the need to avoid the On-Street Parking Account incurring a deficit in the longer term.
- 1.7 If requested in writing by the CNO the City Council shall expeditiously provide such reasonable evidence that the enforcement regimes are being achieved as requested.

- 1.8 The City Council shall collect data to enable it to compare its actual income, costs and other assumptions with those shown predicted in the Financial Model reports prepared by or on behalf of the County Council and shall examine any significant variations to determine whether action could be taken to reduce that variation and report this to the County Council.

PART 2

Performance Indicators

- 2.1 Information to be provided by the City Council (A : annually; Q : quarterly; M : monthly) within one (1) week of the end of the period being monitored.
- 2.1.1 The number of Penalty Charge Notices (PCNs) issued for On Street Parking and Off Street Parking, the number paid at each rate and the collection rate (A, Q, M);
 - 2.1.2 The number of Environmental Enforcement penalties issued (A);
 - 2.1.3 Apportionment of costs and staff resources for On Street Parking and Off Street Parking and Environmental Enforcement functions (A);
 - 2.1.4 Total number of PCNs cancelled (waived with a reason) write offs/spoilt i.e. issued incorrectly. (A, Q);
 - 2.1.5 The number and percentage of Penalty Charge Notices appealed to National Parking Adjudication Service (A, Q);
 - 2.1.6 The number and percentage of PCN appeals not contested by the City Council (A, Q);
 - 2.1.7 The percentage of PCN appeals allowed by the NPAS adjudicator (A, Q);
 - 2.1.8 The number and percentage of PCN representations and appeals responded to in full by the City Council within ten (10) working days of receipt. (A, Q);
 - 2.1.9 The number of residents and business parking permits issued (A, Q);
 - 2.1.10 The percentage of on-street parking permits issued within 10 working days of receipt of application (A, Q);
 - 2.1.11 The number of paid stays in on-street pay & display parking areas by duration and by location (A, Q, M);
 - 2.1.12 The number and type of complaints made about the service together with any officer recommendations (A, Q);
 - 2.1.13 Cashable efficiency savings if achieved (A);
 - 2.1.14 Statement of income and expenditure relating to the Functions in summary format (Q, M).
- 2.2 Information to be provided by the County Council within one (1) week of the end of the period being monitored:
- 2.2.1 Number and percentage of line defects on the Strategic Road Network and in pay and display areas rectified within two (2) weeks of notification by the City Council (A, Q);

- 2.2.2 Number and percentage of sign defects on the Strategic Road Network and in pay and display areas rectified within three (3) weeks of notification by the City Council (A, Q);
- 2.2.3 Number and percentage of line and sign defects on other roads rectified within six (6) weeks of notification by the City Council (A, Q);
- 2.2.4 Number of days between receipt of information from the City Council and publication of notices for new on street charges (A);
- 2.2.5 Cost of lines and signs maintenance within the Agency Area (A, Q);
- 2.2.6 Number of pay and display replacement machines which were due to be replaced and which have been replaced within the Financial Year.

PART 3

Establishment

The maximum number of posts to be engaged by the City Council in the delivery of the Functions at the time of this Agreement and as determined in accordance with the provisions of clause 10.3:

<u>Number of Posts</u>	<u>Job Title</u>
One (1)	Parking Manager
One (1)	Contract Administrator
Fourteen (14)	Parking Attendants
Three (3)	Parking Enforcement Supervisors
One (1)	Notice Processing Supervisor
Three (3)	Notice Processing Officers

PART 4

Map of the Agency Area

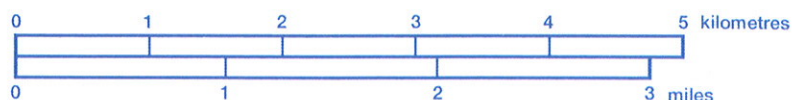
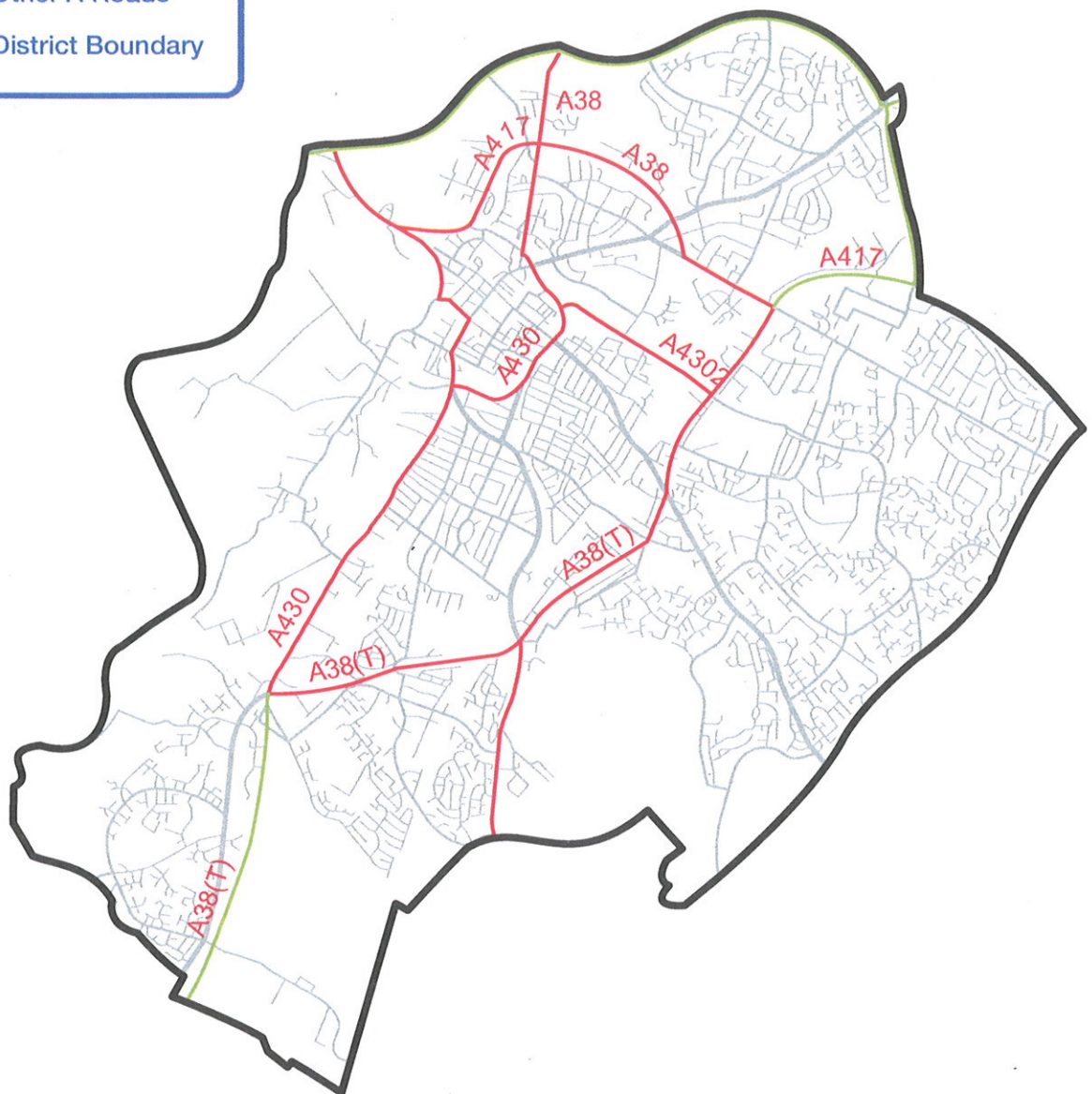
GLOUCESTERSHIRE COUNTY COUNCIL

Map of the Gloucester Special Parking Area and Permitted Parking Area

Excluded roads are :-

- A40 Highnam to C&G roundabout
- A417 east of Barnwood Road
- A38 Cole Avenue to B4008

— Excluded Roads
A40
— Other A Roads
— District Boundary



PART 5

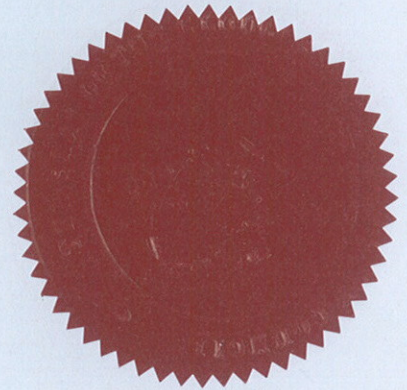
Performance Scheme

- 5.1 The County Council shall pay the City Council a Performance Payment where the Total Outturn Net Cost of delivering the Functions in the preceding Financial Year is less than that agreed with the County Council in the On Street Parking Account AND where the City Council has also delivered the Functions to a standard which has met or exceeded the agreed Performance Indicators in Part 2 of the Schedule.
- 5.2 The Performance Payment shall be a percentage of the variance between the income and expenditure budgets agreed at the start of the Financial Year and the agreed outturn positions of the income and expenditure budgets at the end of the Financial Year. The mechanism for determining this percentage will be determined by the CNO in consultation with the Nominated Officer such that the percentage reflects the degree to which the Performance Indicators have been met up to a maximum of 10% in respect of additional income and a maximum of 30% in respect of reduced expenditure to be reviewed by the CNO and Nominated Officer in the annual budget setting process..
- 5.3 Where the County Council is satisfied that a Performance Payment is due then it shall pay the City Council the Performance Payment within three (3) months of the City Council submitting the annual statement of income and expenditure for the On Street Parking Account together with completed Performance Indicators.
- 5.4 The Performance Payment shall only be used by the City Council for such works and services as are permissible under section 55 of the 1984 Act having due regard to the advice and recommendations of the Gloucester Parking Board and at the end of each Financial Year the City Council shall report back to the County Council showing how it has used any performance payment it has received.

THE COMMON SEAL of GLOUCESTERSHIRE)
COUNTY COUNCIL was hereunto affixed)
this 5th day of November 2007)
in the presence of:-)

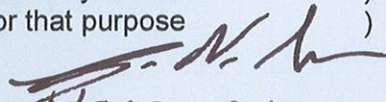
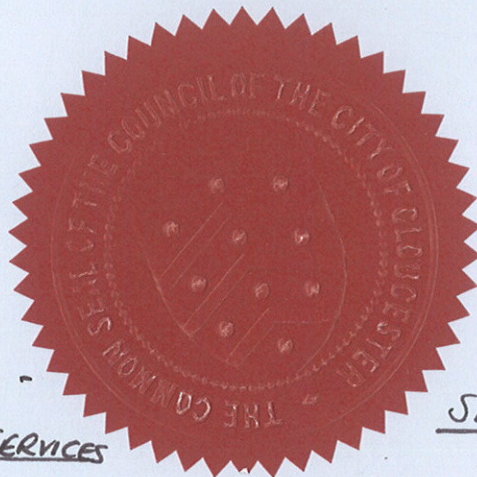


Director of Law and Administration



2332

THE COMMON SEAL of THE)
COUNCIL OF THE CITY OF)
GLOUCESTER affixed hereto)
this 5TH day of NOVEMBER 2007)
and is authenticated by the undersigned)
a person authorised by the said)
Council to act for that purpose)


HEAD OF LEGAL SERVICES

SEAL NO:
15790

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