

## **REPORT FOR RESOLUTION**

**SUBJECT:** LEAD AUTHORITY ARRANGEMENTS

**REPORT OF:** THE HEAD OF SERVICE

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### **PURPOSE OF REPORT**

To provide the Joint Committee with background documentation in respect of the Lead Authority arrangements to the Joint Committee.

### **RECOMMENDATIONS**

It is recommended that the Joint Committee:

- [i] Notes the contents of Schedule 6 and Section 4 of the PATROL Adjudication Joint Committee Agreement (attached)
- [ii] Notes that the current Lead Authority has served notice on the Joint Committee
- [iii] Records its thanks to Manchester City Council for its services to the Joint Committee.
- [iv] Notes the intention to identify a new Lead Authority in order to facilitate a transfer of the Lead Authority function and agrees a timescale for reviewing: the documentation which supports this arrangement; the services provided and the options for operating models.
- [v] Delegates authority to the Appointments Sub Committee to progress the appointment of a new Lead Authority with a view to reporting to the June 2012 meeting.

### **FINANCIAL CONSEQUENCES**

Lead Authority charges are reported separately with the budget report.

### **CONTACT OFFICERS**

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## 1. BACKGROUND

- 1.1 The Joint Committee has been established to enable councils undertaking civil parking enforcement to exercise their functions under Section 81 of the Traffic Management Act 2004 and Regulations 17 and 18 of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007. These functions are exercised jointly with the other councils in accordance with the requirements of Regulation 16 of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007. In Wales the Regulations are The Civil Enforcement of Parking Contraventions (Penalty Charge Notices, Enforcement and Adjudication (Wales) Regulations 2008. Regulations 17 and 18 in England are mirrored by Regulations 9 and 10 in Wales, and Regulation 16 in England is Regulation 8 in Wales.
- 1.2 Because the Joint Committee does not have corporate status and therefore cannot contract, one of the constituent councils acts as Lead Authority to enable goods and services to be provided to the Joint Committee. The Lead Authority provides such goods and services as the PATROLAJC may from time to time determine (Schedule 6).
- 1.3 Schedule 6 (attached) of the PATROL Adjudication Joint Committee Agreement sets out the terms and conditions of the arrangement between the participating authorities and the Lead Authority. The Agreement includes provision for a review of the Lead Authority arrangements every five years. A new term was entered into at the inaugural meeting of the PATROL Adjudication Joint Committee on 2 June 2008.
- 1.4 Section 4 (attached) of the PATROL Adjudication Joint Committee Agreement sets out the arrangements for varying the terms of the appointment and for terminating the agreement.
- 1.5 The current Lead Authority, Manchester City Council, have given formal notice of their intention to relinquish this role in accordance with the terms of PATROL Adjudication Joint Committee Agreement. The Agreement allows for the notice period to be shortened by mutual consent and Manchester City Council has indicated that their preference would be for a new Lead Authority to be appointed as soon as possible.

## **2. RECOMMENDATIONS**

It is recommended that the Joint Committee:

- [i] Notes the contents of Schedule 6 and Section 4 of the PATROL Adjudication Joint Committee Agreement (attached)
- [ii] Notes that the current Lead Authority has served notice on the Joint Committee
- [iii] Records its thanks to Manchester City Council for its services to the Joint Committee.
- [iv] Notes the intention to identify a new Lead Authority in order to facilitate a transfer of the Lead Authority function and agrees a timescale for reviewing: the documentation which supports this arrangement; the services provided and the options for operating models.
- [v] Delegates authority to the Appointments Sub Committee to progress the appointment of a new Lead Authority with a view to reporting to the June 2012 meeting.

## PATROL ADJUDICATION JOINT COMMITTEE AGREEMENT

## Schedule 4. Lead Authority

- 4.1 The Participating Authorities hereby appoint the Council of the City of Manchester ('Manchester') to act as Lead Authority for the purposes specified in and on the terms set out in Schedule 6 to this Agreement and the Executive of Manchester agree to the appointment on these terms.
- 4.2 The terms of appointment of the Lead Authority may be varied at any time by an agreement evidenced in writing between the PATROLAJC and Lead Authority but in the absence of such agreement, the terms set out in Schedule 6 shall apply to any successor to Manchester as Lead Authority.
- 4.3 The Lead Authority may elect to relinquish its role as such by giving not less than 12 months notice in writing to the PATROLAJC (or such other period as may be agreed between the Lead Authority and the PATROLAJC) such notice to take effect on 1 April the following year and the PATROLAJC shall meet as soon as is practicable after such notice has been given to appoint a new Lead Authority from the Participating Authorities.
- 4.4 The appointment of a Participating Authority as Lead Authority may be terminated by the PATROLAJC by the giving to that Council of not less than 12 months (or such other period as may be agreed between the Lead Authority and the PATROLAJC) notice in writing such notice to take effect on 1 April the following year and the PATROLAJC shall as expeditiously as possible appoint as the new Lead Authority any other Participating Authority
- 4.5 On the termination of the appointment of a Participating Authority as Lead Authority that Participating Authority and the Participating Authority which has been nominated as the new Lead Authority shall take such measures as are necessary to ensure the

efficient and expeditious transition of responsibility (including transfer of staff) between them.

- 4.6 Between the date of this Agreement and the date of the first meeting of the PATROLAJC the officers of the Lead Authority to whom functions were delegated under the arrangements contained in the deed of 12 October 2001 setting up the NPASJC shall continue to exercise the same functions in relation to the PATROLAJC as were delegated to them pursuant to that Agreement.

**SCHEDULE 6**

**TERMS AND CONDITIONS OF THE ARRANGEMENT**

**BETWEEN THE PARTICIPATING AUTHORITIES AND THE LEAD AUTHORITY**

1. The Participating Authorities individually in accordance with their own constitutional arrangements and as part of their arrangements for the establishment of the PATROLAJC hereby agree that the Lead Authority shall provide such goods and services to the PATROLAJC as the PATROLAJC may from time to time determine.
  
2. Without Prejudice to the generality of the foregoing clause the Lead Authority shall provide staff for the performance on behalf of the PATROLAJC of the functions which are the subject of these arrangements and may in particular:
  - a) appoint, dismiss and discipline staff
  - b) meet the expenses of the PATROLAJC
  - c) negotiate and execute contracts including but not limited to contracts for Works
  - d) negotiate and execute property transactions including but not limited to leases licenses and wayleaves
  - e) give and procure Committee administration support and professional advice including but not limited to legal financial surveying and personnel matters
  - f) provide such other goods and services as may be agreed with the Lead Authority and authorised by the PATROLAJC in writing

3. The PATROLAJC shall reimburse the Lead Authority all costs and charges incurred including VAT correctly levied in the provision of its services as Lead Authority within 30 days of receipt of invoices submitted by the Lead Authority
4. The consideration payable to the Lead Authority shall be subject to audit by the PATROLAJC and the Lead Authority shall upon request make available all accounts records and other documents reasonably required for such purpose
5. The Lead Authority shall take all reasonable steps to protect the interests of the PATROLAJC and to keep the PATROLAJC fully informed of all acts or decisions undertaken by the Lead Authority under this arrangement.
6. The PATROLAJC shall indemnify the Lead Authority against all claims demands costs and expenses arising out of the giving of professional advice or its actions as Lead Authority save that arising from any negligent act or omission of the Lead Authority or its employees.
7. The PATROLAJC and the Lead Authority shall jointly review the Lead Authority's role as such at the end of each five year period calculated from the date of this Agreement UNLESS and until either party exercises their right to terminate the appointment of the Lead Authority pursuant to Clauses 4.4 or 4.5 of this Agreement.
8. The Lead Authority may in pursuance of these arrangements and Section 120(4) of the Local Government Act 1972 acquire and dispose of land on behalf of the Participating Authorities.
9. No property belonging to the Lead Authority including staff and premises provided by the Lead Authority for the use of the PATROLAJC shall thereby become part of

the assets of the PATROLAJC unless specifically agreed in writing between the Lead Authority and the PATROLAJC and for the avoidance of doubt neither the PATROLAJC nor any of the Participating Authorities shall acquire or be entitled to claim or seek to enforce any rights as to possession or otherwise in respect thereof and possession of the said property shall be delivered when required by the Lead Authority.