

# Causeway Coast and Glens Shadow Council

Shadow Council Meeting Thursday 27<sup>th</sup> November 2014

## Key Decisions

No	Item	
3.	Minutes of the Shadow Council Meeting held 23 <sup>rd</sup> October 2014	<i>Confirmed</i>
4.	Minutes of Organisation Development Committee Meeting 16 <sup>th</sup> October 2014	<i>Adopted inc amendment at 4.1</i>
5.	Minutes of Corporate Policy & Resources Committee 6 <sup>th</sup> November 2014	<i>Adopted inc amendment at 5.1</i>
6.	Operation of Off Street Car Parking post 1 <sup>st</sup> April 2015	<i>Develop SLA &amp; write to DRD Minister</i>
7.	Consultations <ul style="list-style-type: none"> <li>• NILGA Draft Response Consultation on Guidance on Planning Element of Councillors' Code of Conduct</li> <li>• NILGA Consultation The Future of Your Local Government Association</li> </ul>	<i>Noted</i>
8.	Report on Preparation Forum for Partnership Panel	<i>Options for methodology to Governance Committee</i>

## Shadow Council

Minutes of the Meeting of Causeway Coast and Glens Shadow Council held in the Council Chamber, Coleraine Borough Council on Thursday 27<sup>th</sup> November 2014 at 7.00pm

In the Chair: Councillor J Finlay, Presiding Councillor

Present: Councillors Baird, Beattie, Blair, Chivers, Clarke, Cole, Douglas, Duddy, Fielding, Harding, Hickey, Hillis, Holmes, Hunter, King, Knight-McQuillan, Loftus, McCandless, McCorkell, McGlinchey, McGuigan, M A McKillop, S McKillop, McShane P, Mulholland, Mullan, Nicholl, Robinson, Stevenson, Watton, Wilson

In attendance: Mr D Jackson, Chief Executive Designate  
Mrs E Beattie, Head of Policy  
Mr S McMaw, Head of Convergence  
Mr D Wright, Lead Officer Finance  
Mrs P Donaghy, Committee Administrator  
Mr A McPeake, Lead Environmental Services  
Mr R Baker, Lead Leisure & Development

Also in attendance: Mr J Dempsey  
Mr L Flanigan  
Mrs V Richmond

Press x 1

### 1. Apologies

Councillors Campbell, Fitzpatrick, McCaul, McKeown, McLean, McShane C and Quigley.

### 2. Declarations of Interest

There were no declarations of interest recorded.

### 3. Minutes of Shadow Council Meeting 23<sup>rd</sup> October 2014

It was proposed by Councillor S McKillop, seconded by Councillor M A McKillop and AGREED that the minutes of Shadow Council meeting held on 23<sup>rd</sup> October 2014 be confirmed.

### 4. Minutes of Organisation Development Committee Meeting 16<sup>th</sup> October 2014 and 13<sup>th</sup> November 2014

Councillor Nicholl presented the minutes of the meetings.

### Matters Arising:

#### **4.1 Member Capacity Building – Shadow Planning Committee (OD 141016.6)**

Councillor Duddy stated that it would be timely to set up Council's Shadow Planning Committee to allow Members to start to familiarize themselves with the processes involved in decision making. In response, the Chief Executive advised that a report on the Establishment of the Shadow Planning Committee would be brought to the Transferring Functions & Group Committee in December.

Supporting Councillor Duddy's comments Councillor Hickey added that it would be beneficial for Members to also consider the report tabled at Committee at Shadow Council's December meeting. This was AGREED.

#### **4.2 Dungiven Sports Project (OD 141113.5)**

Councillor McCandless raised a query on the accuracy of the recommendation as recorded in the minutes. It was felt by some Members that the recommendation should have included more detail on views raised at Committee relating to the project not commencing until funding had been confirmed, the costs of running the new facility as compared to the existing facility, and the inclusion of the Burnfoot Project.

Councillor Loftus stated that the recommendation included Burnfoot and accurately covered the Committee's decision. The Chair of the Organisation Development Committee, Councillor Nicholl added that the recommendation accurately summarised the discussion and decision that had taken place at Committee.

#### **4.3 Adoption of the Minutes**

It was proposed by Councillor McKillop, seconded by Councillor Harding and AGREED: **that the minutes of the Organisation Development Committee held on 16<sup>th</sup> October 2014 and 13<sup>th</sup> November be adopted, and the recommendations contained therein approved, including the amendments (as noted above) at 4.1 and 4.2.**

### **5. Minutes of Corporate Policy and Resources Committee 6<sup>th</sup> November 2014**

Councillor Clarke presented the minutes of the meeting.

#### **Matters Arising:**

#### **5.1 Annual Tenders (CP&R141106.5)**

The Lead Officer Finance advised Members of an amendment to the Annual Tenders recommended for approval. Following review 3 lots had been removed - 12, 19, 27

#### **5.2 Health and Safety Maintenance Issues (CP&R 141106.8)**

Councillor Duddy enquired if there was any indication of when the maintenance issues identified would be required given the costs involved.

The Chief Executive advised that costs for any associated works would be brought to Members for consideration under the capital programme.

### 5.3 Adoption of Minutes

It was proposed by Councillor Clarke, seconded by Councillor McCorkell and AGREED: **that the minutes of the Corporate Policy & Resources Committee held on 6<sup>th</sup> November be adopted, and the recommendations contained therein approved, including the amendment as noted at 5.1 above.**

## 6. Operation of Off Street Car Parking post 1<sup>st</sup> April 2015

The Head of Convergence presented the report, previously circulated, as undernoted.

Draft Service Level Agreement attached at Appendix 1.

***Under the provisions for Local Government Reform, the Causeway Coast and Glens Council (the Council) will have responsibility for Off-Street Car Parks within the Council area from 1<sup>st</sup> April 2015. The Department for Regional Development, Transport NI (DRD) who have current responsibility for this function have two key Service Level Agreements (SLA) in place up until 31<sup>st</sup> October 2016 for enforcement and other aspects of the function. These SLA`s are with NSL Services for parking enforcement and car park management services and with Spur Information Systems for electronic processing Services. Activities within the SLA`s include Off Street Parking Enforcement, Cash Collection, Parking and Display Machine Maintenance, Car Park Cleaning, Car Park Landscaping, Processing Penalty Charge Notices and Debt Recovery.***

***In addition to the two key SLA`s, service delivery also relies on a number of agreements and protocols; with DVLA and their cross-border equivalent to obtain vehicle keeper details and the Enforcement of Judgements Office to allow debt recovery. Agreements are in place with electronic providers for payment processing and with NI Direct to provide access to photographs to substantiate penalties. Agreements are also in place to cover maintenance of pay and display machines, clamp and removal services and a vehicle pound.***

***DRD has requested that each Council consider the DRD proposal to develop an SLA for the 1<sup>st</sup> April 2015 that will mean the services under current SLA contracts with DRD can continue up until 31<sup>st</sup> October 2016 or beyond, under Council control. The Council is not compelled to agree the proposed SLA approach, however it is recognised that in reality there is insufficient time to develop alternative delivery mechanisms prior to 1<sup>st</sup> April 2015. There is a lead in time of 4 months to develop the SLA that will enable the current contract to continue. An initial draft SLA prepared by the DRD is attached as appendix 1. Work will be required to further develop this prior to agreement by the Councils.***

***The transfer of the Off Street Car Parking Function is based on the principle of being "Cost Neutral" to the Council at the point of transfer. The gross sum to***

***be transferred will be a balancing amount of cost against income. The cost of the proposed SLA will transfer as part of the balancing equation. The Council is expecting an updated Due Diligence report from Deloitte in the very near future containing details in relation to financing of the Transferring Functions.***

***From 1<sup>st</sup> April 2015, the Council could decide to dispense with enforcement. However other services such as cash collection, reconciliation and maintenance of pay and display machines or pay on foot stations provided under the contract would still be required. Revenues would also be quickly eroded if enforcement ceased.***

***The Council could alternatively decide to abandon charging and this would negate any requirement for enforcement. The net impact of this however would be a substantial loss of revenue.***

***It is important that the Council is in a position to look at the longer term approach to Off-Street Car Parking and the implications of making any changes to how the service is delivered. The proposal for an interim SLA arrangement provides this opportunity.***

It is recommended that the Causeway Coast and Glens Shadow Council agree to the development of a Service Level Agreement with DRD to enable the continuation of the current Car Parking operational arrangements from 1<sup>st</sup> April 2015 to 31<sup>st</sup> October 2016 with an option of a further extension.

Councillor Duddy expressed concerns that of the 36 car parks only 5 have clean title and proposed deferral of development of the SLA until clarification on the issue of title for all the car parks is received.

The Chief Executive advised that the condition report will be tabled at Transferring Functions and Group Committee and that a response from DRD on establishing ownership of the sites was hoped for by then.

The Chief Executive stated that he understood Councillor Duddy's concerns and undertook to reiterate the concerns to DRD. Councillor Duddy withdrew his proposal but hoped that continued pressure would be applied with regard to title.

It was proposed by Councillor S McKillop, seconded by Councillor Hickey and AGREED: **that Council develop a Service Level Agreement with DRD to enable the continuation of the current Car Parking operational arrangements from 1<sup>st</sup> April 2015 to 31<sup>st</sup> October 2016 with an option of a further extension.**

## **7. Consultations**

The Chief Executive presented consultations for Members' information, as undernoted and welcomed comments.

- NILGA Draft Response Consultation on Guidance on Planning Element of Councillors' Code of Conduct
- NILGA Consultation - The Future of Your Local Government Association

Members noted the consultation documents.

**8. Report on Preparation Forum for Partnership Panel (previously circulated)**

Councillor Baird advised Members that the inaugural meeting of the Panel would take place on 2<sup>nd</sup> December with NILGA and DoE providing Joint Secretariat. She stressed the importance of Council getting key issues on the agenda and that Council should give consideration to setting up a methodology to identify the issues.

The Chief Executive advised that options for a methodology could be presented to the Governance Committee to ensure an appropriate mechanism for Council to agree the issues it has raised at meetings of the Partnership Panel. Councillor S McKillop suggested that a policy around this matter could also be inputted by other Committees.

The Chief Executive agreed to explore the options suggested by Members.

**9. Reform Inform Issue 23 (previously circulated)**

Members noted the content.

**The meeting closed at 7.45pm.**

Appendix 1 Draft Service Level Agreement DRD Continuation of Car Parking Operational Arrangements

# Causeway Coast and Glens Shadow Council

## Service Level Agreement

xxxx Council

and

DRD, TransportNI

for

Parking enforcement in Council owned  
off-street car parks

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## **APPENDICES**

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**THIS AGREEMENT** is made on the                      day of                      2014

**BETWEEN THE PARTIES:**

1. *Name of Council of Address of Council ('the Council');* and
2. Department for Regional Development TransportNI of *insert DRD address* ('DRD, TransportNI')

**SECTION 1: INTRODUCTION**

The Northern Ireland Executive has agreed, as part of the process of Local Government Reform (LGR), to transfer certain functions in relation to off-street car parking to the 11 district councils being created as part of the LGR process. Historically, 'DRD TransportNI', was the single public road authority for Northern Ireland and carried out a range of statutory functions in respect of off street car parking under the Road Traffic Regulation (Northern Ireland) Order 1997 ('the 1997 Order') and the Traffic Management (Northern Ireland) Order 2005 ('the 2005 Order'). Certain functions carried out by DRD TransportNI under the 1997 Order and the 2005 Order in relation to off-street car parking are intended to transfer to *insert name of Council* (hereinafter referred to as 'the Council') under the Off-Street Parking (Functions of District Councils) Act<sup>1</sup> (hereinafter referred to as 'the Act').

DRD has agreed that for the period specified in Section 3 hereto DRD TransportNI shall, subject as herein, deliver the functions transferred to the Council under the said Act for and on behalf of the Council insofar as the functions relate to the civil enforcement and management of off-street car parking (hereinafter referred to as 'the Service').

This SLA has been developed to define the roles and responsibilities of DRD TransportNI and *insert name of Council* in respect of the Service to be provided by DRD TransportNI in relation to off street car parking and civil parking enforcement on behalf of Council's in Council owned off-street car parks.

**SECTION 2: SCOPE**

**2.1 Scope**

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<sup>1</sup> i.e. the draft Bill once enacted.

This SLA records the basis upon which DRD TransportNI will provide the services described at paragraph 4.1 hereto to the Council in all cases throughout the period specified in Section 3.

The services are:

- Off Street Enforcement
- Cash Collection
- P & D Machine Maintenance
- Car Park Cleaning
- Car Park landscaping
- PCN Processing
- Debt Recovery

This SLA shall apply to the car parks, equipment and associated car park signage described in Appendix 1 (hereinafter referred to as 'the Assets'). There shall be no disaggregation of services detailed above.

## **2.2 Free car parks**

The SLA only applies to the charged car parks listed in Appendix 1. If the council wish to begin enforcement in free car parks, they may be added to Appendix 1 by agreement with TransportNI.

If the council wish to carry out enforcement in free car parks the terms of such enforcement and charging will be agreed with TransportNI prior to the enforcement commencing.

## **SECTION 3: DURATION OF THE AGREEMENT**

This SLA takes effect from the 1<sup>st</sup> April 2015 and remains in force until 31st October 2016.

The escalation process for dispute resolution has been defined in Section 8.2 of this SLA.

The SLA may be amended at any time by mutual consent, such amendments to be evidenced in writing. Agreed amendments will be incorporated into the SLA.

## **SECTION 4: ROLES AND RESPONSIBILITIES**

### **4.1 DRD, TransportNI**

(a) DRD, TransportNI and its agents will provide the Service on behalf of the Council and shall be responsible for:

- Engaging Traffic Attendants and enforcing the civil provisions of the Act in relation to off-street parking places in the ownership of the Council and more particularly described at Appendix 1 hereto. Any variation on Schedule 2 of the NSL contract will require agreement from DRD and may require additional cost or invoke TUPE arrangements if service provision is reduced.
- TransportNI will specify the uniform to be worn by the Traffic Attendants. The uniform will include the NSL corporate identity, TransportNI corporate identity and the following words "Working in partnership with local Councils and the Council logo.

- Processing Penalty Charge Notices (PCNs)
- Managing and supervising its agents relating to the discharge of their responsibilities under this agreement.
- Collecting all payments of PCNs through a range of payment options including online, by post and automated telephone system
- Carrying out basic maintenance and cleaning off-street car parks (as described in Appendix 2 hereto)
- Maintaining and operating off-street car park Pay & Display machines
- Providing Pay by Phone cashless parking service
- Providing cash collection from off street car parks (excluding Park and Ride car parks)<sup>2</sup>
- Support councils in cash reconciliation
- Managing and reporting on of SLA Key Performance Indicators (as set out in Appendix 8) and compliance with same
- Providing an independent Traffic Penalty Tribunal service
- Providing customer service as per the customer and service standards set out in Appendix 7
- Providing a clamping and removal service for outstanding PCN debt. (including the recovery of charges associated with clamping and removing vehicles) - process to be agreed with each council.
- Providing permit parking scheme – Season Tickets
- Processing any requests for personal data, general and environmental information and Minister’s questions etc. in accordance with section 5.3 below
- Any claims relating to its discharge of these functions<sup>3</sup>
- Investigating and responding to complaints in line with Section 5.7
- DRD will hand over all keys for car parks with height barriers and lockable car parks at point of transfer
- Any other matters as deemed appropriate may be dealt with under this Section by agreement

(b) DRD, TransportNI and its agents shall perform the Service and its obligations under this SLA with all reasonable skill, care and diligence and in accordance with all legislative and statutory requirements. In particular DRD, TransportNI must comply with the Health and Safety at Work (NI) Order 1978 and all related regulations, standards and codes of practice and is responsible for ensuring, so far as is reasonably practicable, that all work activities, equipment, procedures and systems of work employed under this SLA are safe for their employees, agents, contractors and members of the public.

(c) DRD, TransportNI shall perform the Service and its obligations under this SLA at all times in a professional manner when delivering and not undertake any activity, or act in such a way as to bring the image of the Council into disrepute and to ensure that its employees, agents and contractors act at all times in a

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<sup>2</sup> Please provide more detail and ensure that all obligations are clearly and sufficiently detailed in the appendices etc referred to.

<sup>3</sup> What is intended in this regard? What claims will DRD be responsible for? What claims will the Council be responsible for?

professional manner when delivering the Service and shall not undertake any activity, or act in such a way as to bring the image of the Council into disrepute.

(d) DRD TransportNI and its agents will not:

- DRD TransportNI will not be responsible for reconciliation of weekly off-street trading accounts
- Commence debt collection using the services of the Enforcement of Judgements Office without prior agreement of Council regarding fees expended and the extent of process e.g., charges against property or seizure of goods or bankruptcy
- Winter maintenance or salting of car parks
- Maintenance and upkeep of signs and lines in off street car parks
- Carry out routine safety inspections on off-street car parks

## 4.2 The Council

The Council will be responsible for:

- Managing and operating car parks excluding the elements of management and operation of car parks detailed at paragraph 4.1
- Setting tariffs – Councils must provide TransportNI with a minimum of 14 working days notice of tariff change
- Council will be responsible for reconciliation of off street parking income.
- Setting restrictions<sup>4</sup> - e.g. operating hours, vehicle types, use of car park
- Agreeing enforcement days, relevant policies, service standards and procedures
- Maintaining assets, including surfacing, winter service, line marking, signage and planting
- Authorising Traffic Attendant(s)
- Enforcing criminal offences under the Act
- Maintenance, cleaning and lighting of car parks including electricity costs (save as provided for in paragraph 4.1 and Appendix 2 hereto)
- Multi-storey car park, Ballymena
- Pay rent on leased car parks.
- Any claims against its discharge of these functions<sup>5</sup>
- Investigating and responding to complaints in line with Section 5.7
- Processing any requests for personal data, general and environmental information in accordance with section 5.3 below
- Any other matters as deemed appropriate may be dealt with under this Section by agreement

The council will provide the contractor with a point of contact for the keyholder of any car park with height barriers.

In relation to lockable car parks the Council may agree with the enforcement contractor to continue the current arrangement whereby NSL staff open and lock such car parks daily.

## 4.3 Contacts and their roles

DRD, TransportNI and the Council contacts and their roles are listed in Appendix 4.

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<sup>4</sup> More detail on what 'restrictions' the council can set

<sup>5</sup> See footnote number 3

## **SECTION 5: SPECIFICATION**

### **5.1 Operational specification**

The Council shall agree a Parking Enforcement Protocol which shall be implemented by DRD, TransportNI. The Parking Enforcement Protocol is recorded at Appendix 5 hereto. The Parking Enforcement Protocol will be available on NI Direct.

Enforcement and cancellation decisions shall be delegated to DRD, TransportNI, and shall be taken in accordance with the Traffic Management (Northern Ireland) Order 2005. Council officials and elected members shall not be involved in individual enforcement or cancellation decisions.

The Council shall agree with DRD, TransportNI, customer and service standards to apply to the delivery of the Service by DRD, TransportNI. The customer and service standards are recorded at Appendix 6 hereto.

The Council shall agree deployment rotas for Traffic Attendants on a quarterly basis and notify DRD, TransportNI 10 days before commencement.

### **5.2 Inspection, testing and reporting of defects**

Traffic Attendants shall carry out periodical inspection and testing of Pay and Display Machines in car parks as detailed in Appendix 2.

Traffic attendants shall immediately notify TransportNI of any defects in car parks of a nature that could affect safety or cause damage to property. TransportNI will notify the Council of such defects within one hour of being made aware of the defect.

In relation to other defects traffic attendants will make a note of any defects to apparatus and any other aspect of the car park and report these to TransportNI within 24 hours of discovery. TransportNI should notify the Council of any such defects within 24 hours of being made aware of the defect.

DRD, TransportNI or its agent shall immediately notify and make good, to the satisfaction of the Council, all damage caused to the Assets by the acts, omission or negligence of DRD, TransportNI's employees, agents or contractors, within agreed timescales.

### **5.3 Record management and data protection**

#### **Access to Personal Data 7**

In the discharge of this SLA, the processing of any personal data by DRD, TransportNI and the Council during this interim arrangement will rest with each other respectively.

DRD, TransportNI and the Council will therefore assume the role of joint Data Controllers for the personal and sensitive personal data they process. Each has full responsibility to meet their data protection obligations regarding the personal data they gather, use and retain during the interim arrangement and ensure the eight principles are applied.

Both organisations will exercise control over the purposes and the manner in which the personal data is processed. In this specific scenario, the activities performed by DRD, TransportNI and the Council, as listed within section 4 above, will involve the following:-

- Each organisation will apply a level of interpretation to the personal data they process;
- Each organisation has the responsibility to exercise professional judgement on that data;
- Each organisation will have significant decision-making tasks in relation to personal data processed; and
- Each organisation will apply its own technical expertise and professional judgement on how best to store the personal data in a safe and accessible way

The above points can be best achieved by joint data controller status.

Both organisations must deal with requests submitted to them for access to:-

- Personal Data, received under the Data Protection Act, 1998 (DPA)

Requests for data shall be processed within the FOI/EIR timescale of 20 working days and are subject to FOI/EIR regulations. Any other requests will have a 15 working day target for response. Data Subject Access request timeline is 40 working days.

### **Access to General and Environmental Information**

If any request is submitted to either organisation for access to General Information received under the Freedom of Information Act 2000 (FOIA) or Environmental Information received under the Environmental Information Regulations 2004 (EIR), relating to this overall function, the following procedure should apply:

#### **Option 1**

As the Council has the overall responsibility for this function from April 2015, it is essential that it is aware of any requests that would impact on it. Therefore, if DRD, TransportNI receive any request for information relating to this function and subsequently intend to process it under FOIA, EIR or treat as business as usual, they must inform the Council of the request within the third working day of receiving it.

The Council will liaise with DRD, TransportNI throughout on the completion of the response and will have sight of the draft closure reply for comment by working day fifteen. This will enable the Council to submit any comments or provide input regarding the engagement of any exemptions to the provision of information. However, the final decision will rest with DRD, TransportNI as to the amount of information disclosed.

#### **Option 2**

As the Council has the overall responsibility for this function from April 2015, it will process all requests for access to information relevant to it. The requests may be submitted directly to the Council or to DRD, TransportNI. If the request is submitted to DRD, TransportNI, it must immediately forward the request to the Council for processing. The Council has the responsibility to review and respond under the FOIA, EIR or treat as business as usual DRD, TransportNI must provide assistance in locating and making available any information (if held) relevant to the request within stipulated time frames listed by the Council.

Information relating to procedures or service standards in relation to this interim arrangement will be held by the Council.

#### **5.4 Correspondence**

The PCN and processing correspondence shall include reference to TransportNI corporate identity and the following words “Working in partnership with “named council”.

#### **5.5 Provision of data**

The Council shall be facilitated with access to any statistical information gathered and retained by DRD during the interim arrangement and through the discharge of this SLA.

#### **5.6 Exit Management**

DRD TransportNI shall develop exit management plans with their agent NSL and IT provider, Spur Information Solutions Ltd. to transfer all relevant data to the Council upon termination of this SLA.

An exit management plan shall be devised within 3 months of the commencement of the SLA. The exit management plan will be reviewed every 6 months.

#### **5.7 Dealing with complaints**

Complaints relating to NSL staff will be directed to NSL who will be responsible for investigating and responding to the complaint. NSL will forward a copy of the response to DRD TransportNI and the Council.

Complaints relating to DRD TransportNI staff will be directed to DRD TransportNI who will be responsible for investigating and responding to the complaint. DRD, TransportNI will forward a copy of the response to the Council.

All other complaints will be directed to the Council who will be responsible for investigating and responding to the complaint. Such complaints may include complaints regarding the condition of a car park, tariffs, quality of service etc.

Statistics on the number and nature of complaints reported to NSL and DRD, TransportNI, as well as the outcome of complaints, will be reported to the Council on a monthly basis and discussed at the 6 monthly review meetings.

#### **5.8 Configuration changes to current IT PCN/cashless parking systems**

DRD to define new reports required to enable reporting on each council area for KPIs, PCNs.

### **SECTION 6: MONITORING AND REPORTING ARRANGEMENTS**

DRD, TransportNI will monitor the implementation of this SLA and provide monthly performance reports to the Council as per the template noted in Appendix 8.

DRD, TransportNI will be subject to a performance review after 6 months from the commencement of this SLA and every 6 months thereafter for the duration of this SLA<sup>6</sup>. The review will measure the performance of DRD, TransportNI against the KPIs outlined in

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<sup>6</sup> To be confirmed



Appendix 8. DRD, TransportNI agree to maintain effective records demonstrating compliance with the KPIs outlined at Appendix 8.

Additional information may be provided as requested, where possible, and on a cost recovery basis<sup>7</sup>.

## **SECTION 7: BASIS OF CHARGES**

### **7.1 Basis**

The following charges will be payable to DRD, TransportNI by the Council and shall apply for the term of this SLA:

- A. £10.49 per PCN issued,  
(This cost includes all processing charges, appeals, collection of income banking and administration charges)
- B. £18.79 per traffic attendant hour deployed,  
(This charge includes all associated charges relation to enforcement)
- C. £ 7.62 per cash collection visit from pay and display machines.  
(This includes associated banking and reconciliation of income from parking charges and ticket machine maintenance)
- D. £xxx for planting, litter picking etc.  
E £xx Disaggregation implementation costs (NSL & Spur, Streamline, individual council logos on uniform, PCNs and stationery) associated with transfer of function among district councils.

The following payments will be payable to the Council by DRD, TransportNI and shall apply for the term of this SLA:

- A. *All income in respect of off-street Penalty Charge Notices.*
- B. *All income from off street parking.*

### **7.2 Mechanism**

DRD, TransportNI shall produce a monthly financial report for the approval of the Council, as per the template in Appendix 9, clearly indicating:

1. Income from off-street PCN enforcement
2. Income from off-street parking broken down by payment method and by car park;
3. Numbers of PCN's issued broken down by car park and cost of service;
4. Deployed (Traffic Attendant) hours per car park and cost of service;
5. Numbers of cash collection visits and cost of service,
6. Cost of cleaning, ticket machine maintenance and other
7. Cancelled cases and associated reasons and costs

DRD, TransportNI will at the end of each month transfer PCN income due to the Council in accordance with this SLA into the Council's bank account as directed.

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<sup>7</sup> What is the intention of this provision? DRD reply – this relates to provision of non-standard reports on performance that require a bespoke report to be configured and developed.

NSL will each week deposit income from off-street parking into the Council's back account as directed. DRD, TransportNI will provide all records from parking machines in relation to monies collected to allow the Council to carry out reconciliation of income.

DRD, TransportNI will invoice the Council monthly for the Services provided under this SLA as detailed at paragraph 7.1 hereto.

The Council will set up and provide DRD, TransportNI with a standing order for the payment of invoices (subject to approval of the invoices by the Council) received from DRD, TransportNI.

DRD, TransportNI agree to permit the Council, the local government auditor or auditor appointed on behalf of the Council access to all financial records in connection with this SLA.

DRD, TransportNI agree to supply to the Council, within a timeframe to be agreed with the Council, all original invoicing and supporting documentation (including quotes sought) and evidence of a clear audit trail in relation to payments due to DRD and payments due to the Council under this SLA.

### **7.3 Cash Collection, Banking and Reconciliation Process**

#### **General**

The cash collection operation is carried out on behalf of TransportNI by the TransportNI Service Provider NSL as per the terms and conditions of the Contract for the provision of Parking Enforcement and Car Park Management Services.

#### **Cash Collection**

NSI operate the cash collection operation from 3 cash counting facilities, located in Londonderry, Portadown and Belfast. The cash collection teams will collect cash from Off Street, On Street & Pay on Foot machines by specifically designed secure cash in transit vehicles and delivered to one of the 3 secure cash counting facilities. Cash will be collected on a regular basis from Monday to Saturday as per the agreed Cash Collection frequencies detailed in the Contract for the Provision of Parking Enforcement and Car Park Management Services. The cash collection frequencies may be reviewed and modified during the period of the Contract.

#### **Cash Counting, Reconciliation, Auditing and Banking**

After collection of cash from the parking control equipment NSL will count and audit revenue.

- NSL will use a cash counting and bagging machine to count and bag the money. The cash will then be stored in a safe and transferred to a NSL/TransportNI & Council Trust accounts via secure cash in transit firm.
- Audit ticket Receipts and Cash Room entries are recorded onto the NSL Cash Management System.
- On a daily basis NSL will carry out full audit reconciliation process between cash counted and the Audit Ticket produced by Pay & Display and Pay on Foot machines at time of collection.
- NSL will retain all records in secure cabinets and will be available for Audit if required.
- On completion of each day's cash counting process, all monies will be collected by secure cash in transit provider (RMS). RMS will verify the money collected and counted by NSL and deposit it into

nominated Bank Accounts (NSL /TransportNI and Council Trust Accounts) within 2 working days after collection.

- Once TransportNI & Council have agreed the trading figures for that week NSL will transfer this amount to nominated Bank Accounts.
- Any loss incurred through all stages of the collecting, counting and banking will be indemnified by NSL up to a value of ten million pounds (£10,000,000).

### **Car Park Trading Reconciliation**

NSL will provide TransportNI with a Full set of Audit Tickets for each P & D and POF machine, Trading and Banking Summaries for each Off Street Car Park and On Street Zone and Cash Room Summary detailing cash counted at the cash counting facility for each weeks trading. This information along with all supporting information required for the trading reconciliation is to be provided to TransportNI & Council no later than 1 week from the end of the previous week's trading as agreed in the contract.

On receipt of this information TransportNI & Council will carry out a Car Park Trading Reconciliation the purpose of this reconciliation is:

- Ensure that TransportNI & Council receive all Car Park Monies owed to them. As agreed in the Contract TransportNI & Council will receive the greater of Trading and Banking where the money banked is greater than trading by £2.00 or more.
- Agree the weekly Car Park Trading Income
- All supporting documentation is complete and meets Audit Requirements.
- Monitor NSL's performance against the Key Performance Indicators in respect of the Collection, Reconciliation and Banking of Cash.
- A Reconciliation process is in place that minimises any risk of loss to TransportNI or Council and identifies potential Fraud.

### **Cashless Parking**

TransportNI currently offers the public an alternative method of paying the appropriate parking tariff through the purchase of Season Tickets and NSL's Cashless Parking Provider Parkmobile. NSL will provide TransportNI and Local Councils with Cashless Payment information on a monthly basis. Once agreed NSL will transfer the appropriate amount to nominated Bank Accounts.

### **Euros**

TransportNI currently offers the public the facility to pay in Euro's at some of their Off Street Car Parks and On Street P & D machines. The current conversion rate is €1.50 to £1.00 sterling which was approved by the Minister in Feb 14 and implemented in May 14. This rate was based on the actual euro/ sterling exchange rate averaged over 2 years with a 20% buffer to allow for exchange fluctuations and banking charges plus re-calibrating costs of P & D machines. While each Council could implement their own euro conversion rate it would be recommended that it is consistent with TransportNI as a different euro conversion rate may raise an issue in areas such as Newry which offer the public the facility to pay for parking in Euro's both ON Street and OFF Street.

### **Transfer of Car Parks under Local Government Reform**

On the 1<sup>st</sup> April 2015 Off Street Car Parks will become the responsibility of Local Councils. Local Councils who agree to this SLA will be availing of the current Contract for the Provision of Parking Enforcement and Car Parking Management Services.

The transfer of Off Street Car Parks will require changes to the Cash Collection, Banking and Reconciliation process. All changes under this SLA required to the Cash Collection, Banking and Reconciliation process as per the Contract for the Provision of Parking Enforcement and Car Park Management Services will be carried out through the Change Control Process.

There are two options outlined below for the Cash Collection, Banking and Reconciliation upon Transfer of off Street Car Parks at the 1<sup>st</sup> April 2015. Additional charges may be applicable under both options.

## **A SINGLE OPTION MUST BE AGREED BY ALL 11 COUNCILS**

### **Option A**

- Cash Collected as per Cash Collection frequencies and reconciled by NSL as detailed in the Contract for the Provision of Parking Enforcement and Car Park Management Service
- Two Lodgements prepared by NSL Cash Counting Teams. Firstly, Lodgement for Off Street Car Parks (excl Park and Ride) and Secondly, Lodgement for On Street and Park and Ride Sites
- RMS Collect Cash Lodgements and upon verification deposit Off Street (excl Park and Ride )into NSL/Council Trust Account( this account will be for the receipt of all 11 Council's Car Park Revenue) and On Street (including Park and Ride) into the NSL/TransportNI Trust Account
- NSL will provide each Council and TransportNI a full set of Audit Tickets for each P & D & POF machine, full Trading & Banking Information and all other information required for reconciliation and audit purposes for each weeks trading. This information is to be provided no later than 1 week from the end of the previous week trading
- TransportNI & Councils will reconcile their respective weekly Car Park Trading
- TransportNI will instruct NSL to transfer the agreed weekly Car Park Trading Amount from NSL/TransportNI Trust Account to the TransportNI Bank Account. Full supporting Documentation to accompany the request
- Each Council will instruct NSL to transfer the agreed weekly Car Park Trading Amount for their Council Area from the NSL/Council Trust Account to their respective Council Bank Account. Full Supporting Documentation to accompany the request

### **Option B**

- Cash Collected as per Cash Collection frequencies and reconciled by NSL as detailed in the Contract for the Provision of Parking Enforcement and Car Park Management Service
- 12 Lodgements prepared by NSL Cash Counting Teams. Firstly, 11 lodgements in respect of the 11 Council's Off street Car Parks and secondly, one lodgement for TransportNI On Street and Park and Ride Sites
- RMS Collect Cash Lodgements and upon verification deposit Off Street (excl Park and Ride )into the 11 NSL/Council Trust Accounts and On street (including Park and Ride) into the NSL/TransportNI Trust Account
- NSL will provide each Council and TransportNI a full set of Audit Tickets for each P & D & POF machine, full Trading & Banking Information and all other information required for reconciliation and audit purposes for each weeks trading. This information is to be provided no later than 1 week from the end of the previous week trading
- TransportNI & Councils will reconcile their respective weekly Car Park Trading

- TransportNI will instruct NSL to transfer the agreed weekly Car Park Trading Amount from NSL/TransportNI Trust Account to the TransportNI Bank Account. Full supporting Documentation to accompany the request
- Each Council will instruct NSL to transfer the agreed weekly Car Park Trading Amount for their Council Area from their NSL/Council Trust Account to their respective Council Bank Account. Full Supporting Documentation to accompany the request

## **Roles and Responsibilities**

### **NSL**

#### **Prior to the 31<sup>st</sup> March 2015**

- NSL will carry out a special Cash Collection between close of play on the 31<sup>st</sup> March 2015 and commencement of Operational Hours on the 01<sup>st</sup> April 2015. This will be required for both Off Street and On Street.
- NSL will carry out a Bank Reconciliation at the 31<sup>st</sup> March 2015 (See Appendix A).
- NSL will open NSL/ Council Trust Account or Accounts depending on the preferred option with viewer access
- NSL will configure their Cash Management System and adapt their Cash Collection, Banking and Reconciliation Process to facilitate the transfer of Off Street Car Parks to Local Councils
- NSL will configure their Season Ticket and Cashless Parking data to facilitate the reconciliation of both by Councils.

#### **1<sup>st</sup> April 2015 to 29<sup>th</sup> October 2016**

NSL will fulfil its obligations in respect of Cash Collection, Banking and Reconciliation as per the Contract for the Provision of Parking Enforcement and Car Park Management Service or agreed as part of the Change Control Process

### **TransportNI**

#### **Prior to the 31<sup>st</sup> March 2015**

- TransportNI will train Council Staff on all aspects of their Weekly Trading Reconciliation Process, Monthly Season Ticket and Cashless Parking Reconciliation
- TransportNI will adapt their database to provide Council with an Off Street Car Park Trading Reconciliation template.
- TransportNI will provide Council with a Car Park Trading Reconciliation user manual
- TransportNI will carry out a Car Park Trading Reconciliation at the 31<sup>st</sup> March 2015.

#### **1<sup>st</sup> April 2015 to 29<sup>th</sup> October 2016**

- TransportNI will provide a helpdesk facility for both Council and NSL for the resolution of reconciliation queries

### **Local Councils**

- Local Councils will carry out a weekly Trading Reconciliation on receipt of the weekly Trading Information from NSL. Once agreed each Council will request NSL to transfer the appropriate weekly Trading Amount from the NSL/Council Trust Account to their Council Bank account.
- Local Council will carry out a monthly reconciliation in respect of Season Tickets and Cashless Parking. Once agreed each Council will request NSL to transfer the appropriate amount to their Council Bank Account.

## Closing and Reconciliation of Ulster Bank Trading Account

### Reconciliation

Closing Balance at 31st March 2015 (as per Bank Statement)	£
Add Lodgements for Trading up to the 31 <sup>st</sup> March 2015	£
Adjusted Closing Balance at 31 <sup>st</sup> March 2015	£
Adjusted Closing Balance at 31 <sup>st</sup> March 2015	£
Less Trading claimed for Trading up to 31 <sup>st</sup> March 2015	£
Closing Balance as per current contract	£
Shortfall Deposited by NSL	£
Variance	NIL

### Issues:

#### NSL

- Special Collection for all P & D Off Street , Pay on Foot and On Street between 6pm on the 31<sup>st</sup> March 2015 and 8am on the 01<sup>st</sup> April 2015 for Trading up to the 31<sup>st</sup> March 2015.
- Cash Collected in respect of the Special Collection outlined above should not be lodged and banked with cash collected after the special collection
- All Lodgements for Trading up to the 31<sup>st</sup> March 2015 identifiable on the Bank Statement
- NSL deposit any shortfall in respect of fees and charges

#### TransportNI

- Receipt Reconciliation Spreadsheets to be cut off at the 31<sup>st</sup> March 2015

### **Penalty Charge Notice Income**

The income from Penalty Charge Notices will be paid over through an agreed payment method on a monthly basis and will be paid over by the 7<sup>th</sup> working day following the month end. The income paid over shall be adjusted for any refunds, chargebacks, bounced cheques or fees and shall be accompanied by supporting documentation produced by TransportNI.

### **7.4 Off-street PCN Debt**

Council to define bad debt policy and write off policy.

## **SECTION 8: REVIEW AND DISPUTE RESOLUTION**

### **8.1 Review**

DRD, TransportNI will meet with the Council every 6 months to review implementation, performance and quality of the Service. This will also allow for the discussion of any issues that may have arisen and action to be agreed where necessary. The agenda for the review meetings between Council and DRD may include:

- Enforcement SLA management
- PCNS issued
- Debt recovered
- Outstanding debt
- Complaints
- Correspondence
- Representations/appeals/challenges
- Innovation

Both parties will also deal with issues arising outside of these meetings as soon as possible.

DRD, TransportNI on request shall attend meetings with council officers and elected member forums, as appropriate.

### **8.2 Resolution of Disputes**

Should a dispute arise between the Council and DRD, TransportNI concerning any aspect of the Services rendered by DRD, TransportNI under this SLA, the Council representative and DRD, TransportNI representative will aim to resolve the dispute within 30 working days. If the dispute remains unresolved, the Council Head of Service will then attempt to resolve the dispute with his counterpart in DRD, TransportNI within 30 working days. If the dispute remains unresolved then the resolution will lie with the Chief Executive of the Council and their counterpart in DRD, TransportNI, who will aim to resolve the dispute within 30 working days. These timescales may be extended by agreement by both parties. If the dispute remains unresolved the matter should be brought to an independent arbitrator for resolution. An independent arbitrator shall be agreed by both parties within 3 months of the commencement of the SLA.

## **SECTION 9: INDEMNITIES**

**9.1** Each of the parties agree to indemnify and keep indemnified the other party from and against all losses, actions, proceedings, claims, demands, expenses or liabilities whatsoever suffered by the other party as a result directly or indirectly of any unlawful act or any act, omission or negligence of the other or any breach by the other of its obligations under this SLA (and this shall include any act, omission, negligence, or breach of this SLA by their sub-contractors, agents, appointees and such others engaged by them).

**9.2** DRD, TransportNI shall be responsible for and shall indemnify the Council against all claims for injury or death to any person or persons or damage to or loss of property including the Assets however arising in connection with the Service being provided by DRD, TransportNI and shall enter into and maintain at all times during the continuance of this Agreement a policy of Public Liability Insurance for an amount of not less than £10m (£10,000,000.00) for any one incident with a reputable insurance company to cover the liability of DRD, TransportNI under this SLA and, upon demand therefore, shall produce evidence of such insurance duly paid up for the duration of this SLA to the Council<sup>8</sup>.

## **SECTION 10: THIRD PARTY RIGHTS**

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

## **SECTION 11: LAW**

This SLA shall be governed by and interpreted in accordance with the law in Northern Ireland and subject to the jurisdiction of the Courts in Northern Ireland.

## **SECTION 12: SIGNATORIES**

This Agreement is made on the ..... between xxxx Council and DRD, TransportNI.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ on behalf of xxxx Council

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

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<sup>8</sup> To be confirmed.



Title: \_\_\_\_\_ on behalf of Department of Regional  
Date: \_\_\_\_\_ Development, TransportNI

## **APPENDICES**

Appendix 1 – List of assets to be confirmed by DRD

Appendix 2 – Schedule of maintenance and cleaning activities to be provided in this SLA

Appendix 3 – SLA Operational Specification

Appendix 4 – xxxx Council and DRD, TransportNI contact details

Appendix 5 – Parking Enforcement Protocol

Appendix 6 – Monthly performance report template

Appendix 7 – Monthly financial report template

Appendix 8 – Enforcement of Judgements Office (EJO) Fees

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Enforcements of Judgements Office (EJO) – Fees

The fee for a search of the EJO Online Debt Register is £8.00 per name searched. This fee is non-refundable.

If a decision is made to issue a Notice of Intention (NOI) to enforce a money judgement the fee is currently £20. If the debtor pays at this stage the £20 fee paid is not recoverable.

If a decision is made to proceed with debt recovery and ask EJO to recover the debt (Form 3 stage), the debt is published in Stubbs Gazette at this stage and there is a sliding scale of fees chargeable by EJO. If the debt recovery action is successful, the debtor pays the NOI fees and the Form 3 fees. These are on a sliding scale and can be found via the following link - <http://www.courtsni.gov.uk/en-GB/Services/EJO/EnforcementFees>

When asked to recover a debt, EJO will normally ask the debtor to attend for an interview in order to examine their means and ability to repay. If the debtor does not attend, EJO may prepare a "Conditional Order for Issue of Warrant of Arrest". TransportNI must then engage a summons server to personally serve the document on the debtor. The normal fee for summons service is £30.00 but this can vary and the summons server is required to offer a "viaticum", which is the public transport return fare required for the debtor to attend for interview. Alternatively, EJO may issue an order to serve this by post and a postal order for the return public transport fare must be included.

Any fees expended for summons service and viaticum are added to the debt and are recovered as part of the EJO debt recovery process. However, if recovery is not successful, all fees are also lost.