



Standard Service Level Agreement

between

Cornwall Council – Parking Services

and

Rame Cluster of Parish Councils

16th March 2016 to 15th March 2017

Approvals

Parking Manager		
Name	Signature	Date
Chair of Sheviock PC on behalf of – Rame Clusters of Parish Councils		
Name	Signature	Date

Document Information

Document Owner: Craig Taylor	Position: Parking Manager
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Version	Date	Description	Author
Draft	28 Jan 2016	Rame CPC SLA	Craig Taylor
1	03 March 2016	Rame CPC SLA	Craig Taylor

Acronyms and Definitions

SLA	Service Level Agreement
CEO	Civil Enforcement Officer
PCN	Penalty Charge Notice
TMA	Traffic Management Act 2004

References

Title	Filename	Version	Date
Rame CPC	Rame CPC SLA	Draft	28-01-16

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1 The Agreement

1.1 Purpose

This Service Level Agreement (SLA) defines the standard services provided by Cornwall Council, Parking Services for the provision of additional CEO patrols for parking enforcement for on street parking restrictions in Rame CPC and off street in the Parish Council operated car parks at Millbrook and Portwrinkle as described in Schedule 1.

1.2 Partnership Principles

In the spirit of partnering, Cornwall Council, Parking Services will work to develop an environment of cooperation and trust, using the following principles:

- **Focus on excellent customer and public service** – support the SLA through provision of a suitably trained CEO
- **Be accountable** – to the joint responsibilities set out in the SLA
- **Collaborate and co-operate** – establish and adhere to the governance structure to ensure that service activities are delivered and actions taken on a joint basis
- **Be open** – communicate openly about major concerns, issues or opportunities relating to the services provided
- **Learn, develop and achieve potential** – share information, experience and skills to learn from each other and develop new ways of working.

1.3 Term of Agreement

This SLA will start formally from 16th March 2016 and will be reviewed annually, for any renewal prior to February 2017.

The annual review will include any decrease/increase of the cost per hour, currently £34 for Standard Hours, £42.50 for Saturday Hours and £51 for Sunday and public holiday hours.

1.4 Obligations

Cornwall Council, Parking Services will deliver the agreed services within the agreed timeframes, standards and costs, and in accordance with the policies and corporate commitments of the service delivery teams and Cornwall Council.

Cornwall Council, Parking Services and the service delivery area agree to act in good faith and in a reasonable and timely manner with regard to the operation of the SLA.

Cornwall Council, Parking Services and the service delivery area agree to meet the costs, following senior level consultation where and when it is deemed appropriate, where material or rework is required as a result of their respective actions/errors.

1.5 Document Sign-Off and Security

This SLA is to be signed by both the Parking Manager, and the Chairs of each of the Rame Cluster of Parish Councils in duplicate and retained in a secure format. Electronic versions of the SLA held by either party must also be kept in a secure format.

2 Service Overview

Cornwall Council Parking Services will provide additional parking enforcement patrols as stated below, unless operational efficiencies dictate otherwise. Should this arise, Cornwall Council agrees to provide the enforcement patrol on another mutually agreeable date.

2.1 Service Definition

Cornwall Council, Parking Services will patrol the streets and car parks as shown in Schedule 1 of this SLA. Visitation to the streets and car parks shown within schedule 1, and the cost of providing the additional enforcement visits, will be in accordance with the following:

Core Enforcement Responsibility		
Towns	Winter Visits 01/10 – 31/03	Summer Visits 01/04 – 30/09
Kingsand / Cawsand	1	2
Milbrook	1	2
Freathy	1	2
Cremyl	1	1
Portwrinkle	1	1
Approximate time per visit, including travel = 230 minutes total		

Additional Enforcement Responsibility		
	Period	Date of Visit
1	Easter Friday 25 th to Monday 28 th March inclusive	The visits over these periods to include one Saturday, one Sunday and one Bank Holiday
2	May Bank Holiday weekend 30 th April to 2 nd May inclusive	
3	Spring Bank Holiday weekend 28 th to 30 th May inclusive	
4	First week of school holidays 25 th to 29 th July inclusive	One visit during the week
5	Summer Holidays 1 st August to 30 th September	Three visits reasonably equally spaced over the nine week period
Approximate time per visit, including travel = 230 minutes total		
Total number of additional visits = 7		

Cost per additional visit based on the following calculation: 230 minutes (inc. travel time) x rate per hour		
Day	Cost per Visit	Cost to Rame CPC's (@ 50%)
Mon - Fri - £34 per hour	£130	£65
Sat - £42.50 per hour	£162	£81
Sunday/Bank Holiday - £51 per hour	£194	£97

Income share per penalty charge issued during additional visits	
Current Average Income per PCN	Income share per PCN issued (@50%)
£26.68	£13.34

Visitation

- The visits will be random visits throughout the day, and will take place either in the morning from 10.00 hours onwards or the afternoon.
- Provide enforcement in accordance with the Traffic Management Act 2004.
- The core hours will be used for patrol of on-street locations only.
- The CEO will report to the Parish Clerk when he/she is starting to patrol the off-street car park, but it will not be practicable to advise when he/she is patrolling on-street routes.

Shevioc and Millbrook Parish Councils will:

- Ensure that all bay markings, lines and signage within the car park and the infrastructure of the car park meet the Legislation to allow for enforcement.

2.2 Service car park enforcement

Cornwall Council will enforce the car park in the same manner as any other Cornwall Council car park. The Parish Council will not be able to intervene in the challenge or appeal process against Penalty Charge Notices issued.

With regard to the operational requirements of enforcement, there are some anomalies which have been clarified and the Parish Council agree that:

- The visiting CEO can access the top section of the pay & display meters to ensure functionality.
- Notes written by vehicle drivers will not be accepted as proof of payment. Such notes will have no relevance and a Penalty Charge Notice will be issued where no pay & display ticket is displayed. Any hand written notes will be photographed as evidence of the issue.
- If no permit is displayed upon any vehicle parked within a reserved bay, a Penalty Charge Notice will be issued. Any subsequent challenge/appeal would need to be made through the official process.
- The Parish Council will provide CC with an authorised copy of all permit types issued as an example. Permits will have the vehicle registration mark, apart from reserved bay permits which will display the business name or permit holders name or bay number.

If there are any issues with the pay & display machine the CEO may contact Karenza Heald for the Millbrook – West Street car park on telephone no. 01752 822152 or 07854948936 and for Portwrinkle – car park off Finnygook Lane, Steve Medway on telephone no. 01503 230 661.

- Service availability - Cornwall Council, Parking Services will provide this service for the duration of the SLA.

2.3 Personnel

Cornwall Council, Parking Services will provide an appropriately trained CEO to patrol both on and off street parking restrictions.

The CEO will be trained, or working towards, City & Guild Level 2 (Parking Enforcement) as a minimum and as part of ongoing training and development all CEOs will receive performance assessments, coaching and feedback.

3 Service Delivery Area Responsibilities

3.1 Service Delivery

- All parking enforcement will be carried in accordance with the Road Traffic Act 1992 and the Traffic Management Act 2004.
- The on-street locations will be monitored in accordance with the parking restrictions which are covered by an appropriate Traffic Regulation Order.
- The off-street car park will be enforced in accordance with the procedures laid down by Cornwall Council within the Civil Parking Enforcement procedures.
- The service delivery will be monitored by both Parking Services and the Parish Council and any issues over quality of service and suggestions for improvements will be raised on an ongoing basis.

3.2 Service Contacts

- The Parish Council to provide a single point of contact for the Parish Councils (identified as The Clerk to the Parish Councils), authorised to agree changes to the processes and services delivered by Parking Services
- Parking Services, Cornwall Council will as part of this service level agreement operate in accordance with the terms of the current Off Street Parking Places Order – copy attached.

4 Monitoring reports

Monitoring reports for both core and additional visits will be produced to the Parish Council by Cornwall Council on a monthly in arrear basis.

4.1 Report detail

The monthly monitoring report will contain the following:

- The day and date of each visit
- Each location visited
- The start time of the first location visited
- The end time of the last location visited
- The total number of Penalty Charge Notices issued on each day visited.

5 Invoice and Payment terms

Invoices for the agreed additional enforcement hours as defined in 2.1 above will be produced to the Parish Council by Cornwall Council on a monthly in arrear basis.

The Parish Council agree to pay each invoice issued to it within 28 days from the date of the invoice.

Failure to pay any invoice may result in Court action being taken against the Parish Council.

6 Risk Management

Cornwall Council, Parking Services and the Parish Council will inform the other of any risks to service delivery as soon as possible after they are identified. Risks can be raised directly with the Area Manager, Parking Operations at any time.

The appropriate action(s) to avoid or mitigate the risk will be agreed between the Area Manager, Parking Operations and the manager of the Parish Council. Any on site Health & Safety risks will also be identified and reported.

7 Compliance

Parking Services and service delivery areas must comply with all statutory requirements and Cornwall Council policies that apply to the services delivered. The following sections cover the main areas for compliance, but these are not exhaustive.

The Area Manager, Parking Operations and the manager of the service delivery area(s) are responsible for ensuring that their staff know of, and are complying with, the relevant legislation and policies.

7.1 Data and Information

Usage and storage of all data must comply with:

- Data Protection Act (DPA)
- Traffic Management Act 2004
- Freedom of Information Act (FOI)
- Information Security policy
- Confidentiality policies
- Data retention policy

7.1.1 Privacy and Confidentiality

Subject to statutory provisions and policies, and the requirements to deliver services to customers, Parking Services and service delivery teams must ensure safeguards are in place to protect information and personal data, and must keep all records relating to customers and the services delivered confidential.

7.1.2 Ownership of Data

Unless specified otherwise, all service delivery area data is owned and managed by the service delivery area's Data Controller, as defined in the current UK Data Protection Act.

7.2 Equality and Diversity

The services delivered by Parking Services and service delivery areas must comply with:

- Equality Act 2010
- Equality & diversity policies
- Cornwall Council Health & Safety policies

8 Termination

Any breach of the conditions of this agreement by either party will result in an automatic termination of the agreement.

In the unlikely event that either party wishes to terminate this agreement prior to the 31st March 2017, termination may take place by either party after giving the appropriate minimum notice period of 12 weeks in writing.

Schedule 1

Car Parks to be patrolled

Portwrinkle – car park off Finnygook Lane
 Millbrook – West Street car park

Streets to be patrolled

Parish	Town	Street
Antony	Freathy	Military Road from Junction with the B3247 at Tregantle to Parish boundary with St. John PC
St. John		Military Road from boundary with Antony PC to boundary with Maker with Rame PC
Maker with Rame		Military Road from boundary with St. John PC to the end of the designated clearway at the entrance to Polhawn Fort.
	Kingsand	Devonport Hill
		Fore Street
		Lower Row
		The Cleave
		The Green
		Market Street
	Cawsand	Armada Road
		New Road
		St. Andrews Place
		The Square
	Cremyl	B3247 Restricted Zone
	Sheviock	Portwrinkle
Finnygook Lane from B3247 to Fish Cellars (Whole length)		
Crafthole		B3247 short length by Memorial Hall opposite Cross Park at entrance to Crafthole
Millbrook	Millbrook	West Street, including junction with Radford Lane, Dodbrook and Loading bay o/s Co-Op store
		Newport Street
		The Parade, including junction with Dawes Lane and entrance to New Street
		King Street, including corner with Millpool Head
		Fore Street
		Dawes Lane
		New Street