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## **DRAFT COMMUNITY TRANSPORT PARTNERSHIP AGREEMENT**

### **1 SUMMARY**

- 1.1 Members to consider a Draft Community Transport Partnership Agreement with Essex County Council which will provide a funding stream for the new Taxi Voucher Scheme and see the development of Community Transport in the District.

### **2 INTRODUCTION**

- 2.1 Essex County Council is altering its approach to the funding of Community Transport Projects across the County. From April 2002 it is entering into Partnership Agreements with local authorities and other co-ordinating organisations rather than providing direct funding to the service provider.
- 2.2 The County believe that this gives the co-ordinating authority the choice of how the service is delivered. In Rochford's case it will provide the Council with a funding stream to help finance the Taxi Voucher Scheme rather than County funds being directed to the South East Essex Dial a Ride scheme (SEEDAR).
- 2.3 In December 2001 the County Road Passenger Transport Strategy and Project Manager met with Officers and Members of all twelve Essex authorities. Councillor Mrs J Helson represented the Council, having chaired the Dial a Ride Working Group.

### **3 DRAFT AGREEMENT**

- 3.1 Following the meetings with District/Borough Councils, County Officers have drafted an agreement which reflects many of the concerns raised at the Officer/Member meetings. As far as possible the draft agreement has been tailored to fit the conditions applying in individual Districts/Boroughs. Members will note from the appended draft agreement that the Head of Service has made further manuscript changes to the draft which the County are accepting.
- 3.2 The County Council are now looking for Rochford District Council to indicate its willingness, in principle, to become partners to the scheme from April 2002. County Officers are also particularly interested in any suggestions we may have for initial target levels to be aimed for in year one. This is based on the assumption that for year one there would be no change to the anticipated funding level of around £20,000.
- 3.3 Target levels would be reviewed on an annual basis following discussion and would be locally determined by each partnership.

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- 3.4 The County are working to a tight timescale and this is not aided by the late stage at which final funding figures will be determined. Officer comments were required by 15 January 2002 and the Head of Service met this deadline

#### **4 TAKING THE AGREEMENT FORWARD**

- 4.1 The first year of the agreement requires the Council to do nothing more than provide a Taxi Voucher Scheme in substitution of the SEEDAR arrangements. The Council intended to do this anyway and early indications are that take-up of vouchers is likely to be around 50-60 scheme participants at 1 April 2002. This will probably increase gradually throughout 2002/03 as the scheme becomes better known.
- 4.2 In subsequent years the Council would be expected, as part of the Partnership Agreement, to continue with Taxi Vouchers and introduce a Social Car Scheme. The Head of Service believes that this could be undertaken alongside the Taxi Voucher Scheme, perhaps with the help of a voluntary organisation or another local authority who currently provides such a service.
- 4.3 Another project foreseen as coming on stream in subsequent years is a vehicle brokerage scheme, which again, could be developed alongside other forms of Community Transport.

#### **5 FINANCIAL AND RESOURCE IMPLICATIONS**

- 5.1 For the 2002/03 Budget the Council is proposing to inject £33,000. If the Council enters the Partnership a contribution of around £20,000 might be expected from Essex County Council. This would provide £53,000 for the running of the Taxi Voucher Scheme. Part of this budget would be committed to administration of the scheme, but the bulk will translate into vouchers.
- 5.2 At this stage it is too soon to estimate the cost of Social Car and Brokerage Schemes but in any case, the majority of funding would be provided by the County Council.

#### **6 LEGAL IMPLICATIONS**

- 6.1 A copy of the Agreement has been passed to the Head of Legal Services, and his comments will be reported verbally at the meeting.

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**DRAFT**

18 December 2001 version 7

**COMMUNITY TRANSPORT PARTNERSHIP  
AGREEMENT**

between

**ESSEX COUNTY COUNCIL**

**ROCHFORD DISTRICT COUNCIL**

PTCS/PST /18<sup>th</sup> December 2001

**ESSEX COMMUNITY TRANSPORT PARTNERSHIP AGREEMENT**

**Operational Terms and Conditions of Contract**

**1.0 General Statement of Intent**

Essex County Council has agreed and published in its ROAD PASSENGER TRANSPORT STRATEGY a number of policies intended to improve the geographical availability of accessible passenger transport across the County on an equitable basis. It recognises the desirability of locally co-ordinating CT services and wishes to this end to see the development of a Community Transport (CT) Partnership in each area, to include Rochford District Council and local CT providers. This agreement seeks to provide the framework within which the Partners can work together.

**2.0 Objective**

*To form a partnership to include CT service providers and funding bodies in order to secure and co-ordinate an effective accessible and safe passenger transport service for those members of the local community who are unable to access conventional public transport by virtue of disability, age or social exclusion.*

**3.0 Definitions**

**Term:**

**Definition:**

**2.1 "Brokerage"**

The co-ordination and pooling of vehicles operating on a "not for profit" basis to meet the transport needs of voluntary/statutory organisations.

**2.2 "Dial-a-Ride"**

A service for people with physical disabilities unable to access conventional public transport.

**2.3 "Social Car"**

The co-ordination of journeys through the utilisation of volunteer car owner/drivers. These are required by those unable to access conventional public transport because of either limited mobility or social exclusion.

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**4.0 Period of the Agreement**

The partnership shall run between the dates of *XX Month 2002* and 31 March 2005 but may be determined by the mutual agreement of all parties at the end of any given financial year within that period.

**5.0 Contribution of Each Partner**

**5.1 THE ESSEX COUNTY COUNCIL COMMITMENT:**

Essex County Council shall provide funding for the lifetime of the agreement:-

Financial Year	Total Payment	Increase On Previous Year
2002/3	£XXXXXX	£XXXXX
2003/4	£XXXXXX	£XXXXX
2004/5	£XXXXXX	£XXXXX

An annual increment to allow for inflation will be made in addition to the above figures.

Essex County Council shall co-operate with and co-ordinate action by the partners to obtain funding from other sources such as government grants and the Community Fund, as well as helping to develop relationships with other transport providers in the area (such as Primary Care Trusts).

Essex County Council will facilitate the use of all County Council transport resources in each area by the scheme

Essex County Council shall also provide professional transport advice to all partners in relation to the work being undertaken by the partnership. Both Financial and Service Audits will be undertaken in conjunction with the all the partners to ensure that the appropriate standards and service quality levels have been met.

The results of such audits will be made fully available to the all partners.

**5.2 THE ROCHFORD DISTRICT COUNCIL COMMITMENT:**

Rochford District Council shall provide funding and/or support in kind for the scheme for the duration of the agreement subject to that Council's service requirements and aims as follows:-

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Financial Year

2002/3	£XXXXXX
2003/4	£XXXXXX
2004/5	£XXXXXX

*Resources provided in kind ( i.e.. free rent/ accommodation) to be listed here*

This assistance to be made available to the service provider for the District

Rochford District Council shall have access to the auditing and funding information to ensure that the operations are carried out in line with their financial guidelines.

Rochford District Council shall provide such assistance and information regarding local issues, events and the Council's own operations as the partnership may from time to time require, including the promotion of the partnership to potential users of community transport services in their area.

5.3 THE SERVICE PROVIDERS COMMITMENT:

The Service Provider shall organise and provide community transport services for the benefit of residents of the administrative area of the District of Rochford. Such services shall include:

In the first year

- ◆ A taxi voucher scheme

In subsequent years

- ◆ A Social Car Scheme
- ◆ Taxi Voucher service.
- ◆ Investigate the possibility of a brokerage scheme

These services are intended to be for the use of passengers who are unable to gain reasonable access to the existing conventional public transport network.

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The Service Provider shall aim to meet the following range of agreed performance targets and standards which are intended to provide a measure of the scheme's performance and success. These are for year one and will be subject to revision for later years in light:

5.3.1 Client Numbers

The Target for client numbers;

- a) Total number of participating groups in the brokerage scheme xx
- b) Total number of individual members of Social Car Scheme xx
- c) Total number of individual members of ~~Dial-a-Ride~~ Taxi Voucher Scheme xx
- d) Total number of bookings for brokerage scheme xx
- e) Total number of bookings for Social Car Scheme xx
- f) Total number of bookings for ~~Dial-a-Ride~~ Taxi Voucher Scheme xx

These targets to be set based on existing membership, target figure for membership and what is achievable in each area given Essex County Council's contribution and local circumstances.

5.3.2 Journey Frequency:

The number of journeys undertaken by each member per month shall be recorded.

5.3.3 Customer Satisfaction

The target is that 80% of stakeholders are satisfied or better with services provided.

An annual questionnaire will be designed and printed by Essex County Council and provided to Rochford District Council to send out to:

- 30% of Social Car users
- 30% of Dial-a-Ride/Taxi Voucher users

5.3.4 Service Delivery and Quality

The target number of vehicles available for use by the brokerage scheme will be X.

The target number of volunteer social car drivers will be XX

The target number of volunteer drivers available for the brokerage scheme will be XX

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The target for minimising dead mileage will be existing % maximum of total mileage operated.

All targets will be set for year one and reviewed annually by the partnership as a whole.

- 5.4 Rochford District Council shall keep records and accounts in regards to its operation, which shall be available on request for inspection by the partnership.
- 5.5 Rochford District Council shall be able to enter into separate agreements for the provision or co-ordination of transportation with third parties or obtain funding for such schemes in its own right. Funding made available through the partnership shall only be used to provide those services outlined in the agreement. The funding brought into the scheme by any third party must cover the full cost of the service provided, including any relating to staff time. Bodies providing such funding may be admitted to the partnership as Associate Partners.
- 5.6 The service provider shall identify vehicle resources and co-ordinate the brokerage scheme.
- 5.7 Any addition of Associate Partners shall be at the mutual consent of the existing partners and shall be subject to a written codicil of this contract.
- 5.8 The service provider, shall not, in providing a CT service contravene the national legislation covering the provision of such services or local government policies or regulations.

**6.0 Specific Duties and Commitments of the Partners - Pathway**

**6.1 Review Meetings**

It shall be the responsibility of Essex County Council to co-ordinate with the partners to arrange regular review meetings. It will be up to the ECC to arrange the time and venue, and to ensure that an Agenda is available to all partners at least 1 week before such time as the meeting will take place.

**6.2 Use of Financial Support**

The financial support from the Partnership's funding bodies must be used wholly and exclusively for the purposes specified in this agreement. All partners will be consulted and kept informed of any future funding implications through the production by Rochford District Council as operator of records and accounts showing how the money is used over the financial year.



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**6.3 Daily Running/Responsibilities**

It will be the responsibility of Rochford District Council on behalf of the Partnership as service provider to co-ordinate the day-to-day operation of the Dial-a-Ride/Taxi Voucher Scheme and Social Car scheme. Any extension of the partnership identified would be required to be self-funding.

**6.4 Contributions**

Rochford District Council as service provider in the Partnership will contribute to the scheme by receiving ECC funding and will therefore employ the service operator. Rochford District Council will also provide regular reports to the Partnership.

**7.0 Amendment of Agreement**

The partnership will review the agreement on an annual basis, which may lead to the targets or other areas of the agreement being amended by mutual consent of the partners.

**8.0 Determination of Agreement**

Each partner shall meet the obligations placed upon it by this agreement. Failure to do so shall constitute a breach of the agreement. In the event of a failure by the partners to agree a remedy, the partners shall have the power to determine the agreement and dissolve the partnership.

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**9.0 Signatures**

I understand and accept the terms and conditions as specified in this contract.

**In witness** whereof this document has been executed as a deed and delivered the day and year first before written.

i) Signed on behalf of Essex County Council .....  
(Date:.....)

In the presence of: .....  
(Date:.....)

ii) Signed on behalf of Rochford District Council .....  
(Date:.....)

In the presence of: .....  
(Date:.....)

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**7 CLIENT NUMBER TARGETS**

7.1 The County are inviting suggested targets for:-

Individual Membership of Taxi Voucher Scheme

and

Number of bookings (journeys) undertaken.

7.2 Although it is early in the pre-registration period, indications are that Taxi Voucher Scheme participants will eventually number around 70-80 which is similar to the active clientele of Dial a Ride (although not necessarily the same client base). The Head of Service is therefore suggesting an initial target of 75 members. This, on average, should produce around 4,000 journeys annually.

**9 RECOMMENDATION**

9.1 The Committee **RESOLVES**

- (1) That, in principal, Rochford District Council enters a Community Transport Partnership Agreement with Essex County Council.
- (2) That the Head of Revenue and Housing Management be authorised to sign the Agreement under delegation.
- (3) That the suggested target levels for 2002/03 for Taxi Vouchers be:-

Membership	75
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Journeys	4,000
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Steve Clarkson

Head of Revenue & Housing Management

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**Background Papers:**

None.

For further information please contact Steve Clarkson on:-

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