

**COMMUNITY TRANSPORT
PARTNERSHIP AGREEMENT
(1st draft)**

Between

ESSEX COUNTY COUNCIL

&

***XXXX COMMUNITY
TRANSPORT SCHEME***

&

XXXX BOROUGH/DISTRICT COUNCIL

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THIS AGREEMENT is effective from 1st April 2006 and will run until 31st March 2011.

BETWEEN:

ESSEX COUNTY COUNCIL (“ECC”) of County Hall, Chelmsford,
CM1 1QH

and

XXXXXXX Community Transport (“Abbreviation”) of CT address

and

XXXXX BC/DC (“Abbreviation”) of BC/DC address

1. Recitals

- 1.1. ECC has agreed and published in a document entitled ‘ROAD PASSENGER TRANSPORT STRATEGY’ a number of policies intended to improve access to community transport services across the county of Essex on an equitable basis.
- 1.2. The parties hereto have agreed to form a Community Transport Partnership to develop, secure and provide an accessible and safe passenger transport service for residents in the **XXXX District/Borough** who are unable to access conventional public transport by virtue of impairment, age or lack of transport services.

NOW THIS DEED WITNESSETH as follows:

2. Definitions

- | | | |
|------|-----------------------|---|
| 2.1. | “Community Transport” | Not for profit passenger transport services, often provided by voluntary or community based groups, either for groups or individuals, and generally using cars or minibuses. |
| 2.2. | “Brokerage Scheme” | The co-ordination, pooling and supplying of vehicles operated by a group or statutory body on a ‘not for profit’ basis to meet the transport needs of voluntary/statutory organisations through vehicle hire. |

2.3.	“Dial-a-Ride Scheme”	A bookable personalised door-to-door transport service, for residents of the XXXX District/Borough unable to access conventional public transport.
2.4.	“Duration of this Agreement”	The period commencing on the 1 April 2006 up until and including the termination date of 31 March 2011 (or such earlier termination date) during which period this Agreement is in force.
2.5.	“the Scheme”	The Community Transport Scheme as summarised in the Recitals and relating to the XXXXX Borough/District .
2.6.	“Social Car Scheme”	The provision of individualised transport through the utilisation of volunteer car owner/drivers for residents of the XXXXX Borough/District unable to otherwise access conventional public transport.
2.7.	“Funding Formula”	The system of Essex County Council funding for Community Transport Services in Essex as outlined in Appendix A of this document.
2.8.	“ XXXXX Community Transport Scheme ”	The organisation authorised and charged with co-ordinating and providing Community Transport Services in the XXXX Borough/District in pursuance of and in accordance with the terms of this Agreement.
2.9.	“Partnership”	The association formed by this Agreement for the purposes of co-ordinating the provision of community transport services in XXXX Borough/District that will initially consist of the Partners.
2.10.	“Partner” or “Partners”	The party or parties to this Agreement.
2.11.	“the ” XXXX Borough/District ”	XXXX Borough/District Council administrative area.

Background

ECC policies regarding the provision of community transport and formulating the basis for this agreement are contained in the Local Transport Plan (LTP) 2006-2011 and its daughter document the Road Passenger Transport Strategy (RPTS).

Community Transport Strategy

a) During the first Local Transport Plan the County Council's aim was to provide equitable access to Community Transport services in all districts of Essex, identifying a single main CT service provider for each District and entering into partnership agreements with them to provide a specified range of services with funding based on a needs related formula. In this it was successful. As a result Funding was increased by 75%, twelve district based partnerships were established and passenger numbers increased from 180,000 in 1999/2000 to 459,789 in 2004/2005.

b) The County Council recognises the unique position occupied by Community Transport within the overall transport network and the opportunities for developing flexible locally based transport this offers. It also recognises the limitations of community transport schemes – particularly the need for ongoing long term funding stability and the restrictions on development caused by variable availability of

c) These factors mean that for the second RPTS, if Community Transport is to meet its full potential it will need to look for additional funding sources, new ways of working and

d) Therefore the second RPTS will aim to:

- Maintain and expand current levels of community transport provision for its existing customer base through a second round of Community Transport Partnership Agreements
- Look to provide CT based services for those unable to make use of the public transport network, particularly where conventional transport has not been able to meet their needs sustainably, using additional local bus service support budget to fund where appropriate.
- Develop and secure funding for specific schemes designed to meet rural, accessibility planning and other targets with third parties or new partners (such as the health service)

Accessibility Planning

ECC recognises that some individuals and groups within society, especially those who are disadvantaged, are subject to social exclusion due to poor access to everyday services and amenities. Accessibility Planning will act as a framework to assess whether people can get to employment, health, education, shops and other key destinations.

ECC will take the lead role in developing the framework necessary to achieve greater accessibility. ECC recognises that meeting accessibility demands cannot wholly rely on the provision of passenger transport services but require a holistic approach which includes other modes and utilisation of the planning process.

However, ECC believes that Essex's community transport providers can play a major role in delivering greater access to essential services for many people.

Increasing the number of community transport journeys is a supporting target for the objective of delivering accessibility outlined in the LTP.

ECC Contribution

For the duration of this agreement ECC will contribute **approximately £1,100,000** per annum towards the funding of community transport schemes within the administrative boundaries of Essex.

ECC will increase this financial contribution annually in line with the prevailing national rate of inflation, providing funds are available in the budget.

The total fund will be distributed between the 12 districts and boroughs of Essex using the fair funding formulae outlined in Appendix A.

ECC will also set up and administer the Essex Community Solutions Fund. Community Transport providers may apply for grant funding for specific projects that are outside the scope of this agreement.

ECC Targets

In order to qualify for funding XXXX CT scheme agrees to endeavour to achieve the following:

Countywide passenger numbers (number of journeys made utilising community transport schemes in Essex) must increase by 4.4% from the March 2005 baseline of 459,789 by 31st March 2011.

XXXX CT scheme agrees to endeavour to achieve at least a X% increase in the number of passenger journeys made using their vehicles, in order to contribute to a countywide 4.4% increase.

March 2005 Baseline = XXXXX

31 March 2011 Target = XXXXX

ECC would like to work with XXXX CT scheme to increase access to services, particularly food shops/education/employment etc in XXXX Borough/District. However if XXXX CT scheme are unable to provide assistance ECC will work with other transport providers to meet the requirements of the Accessibility Planning Framework set out in the LTP. Additional funding will be available to meet this need.

The M11/Stansed / North Essex / Heart of Essex / Haven Gateway / Thames Gateway Local Accessibility Planning Partnership (LAPP) will identify the needs in the XXXX area. The LAPP will facilitate opportunities for the joint funding of transport projects between various organisations, and this will increase opportunities for Essex's Community Transport providers.

ECC will endeavour to operate a procurement and contractual regime that will allow Community Transport Providers to submit bids for and subsequently operate transport services serving members of the public, educational establishments, and social care centres. However no bias in favour of community transport operators is permissible and therefore bids must be made on a commercial basis.

Publicity

The following applies to external schemes:

XXXX CT Scheme agrees to acknowledge the financial contribution of ECC on all marketing, publicity and advertising material and on their vehicles. The acknowledgement must take the form of the appropriate display of the Essex County Council Logo. Guidelines on the use of the ECC logo can be obtained from Passenger Transport Marketing and Information Team.

ECC, in line with corporate guidelines, will undertake a general marketing campaign to promote and raise awareness of Community Transport in Essex. This publicity will make reference to individual schemes including how and where to obtain further information. Although XXXX CT is responsible for its own individual publicity material, ECC can provide advice on preparing a marketing campaign.

The following applies to ECC 'in house' schemes:

All vehicles ordered for purchase after the start of this agreement must conform to the requirements of ECC's corporate standards applicable at the time the order is placed. XXXX CT Scheme must liaise with the Passenger Transport Marketing and Information Team.

ECC, in line with Corporate guidelines, will undertake a general marketing campaign to promote and raise awareness of Community Transport in Essex. ECC will work with XXXX CT Scheme to produce a dedicated marketing strategy. ECC will produce all marketing, publicity and advertising material on behalf of XXXX CT in line with ECC's corporate guidelines. Due respect will be given to partners logo's.

3. Contribution of each Partner

- 3.1. For the duration of this Agreement ECC shall allocate a minimum sum of £XXXX per annum plus an annual adjustment to allow for inflation to XXXX CT scheme for each of the financial years between 2006/07 to 2010/11. This will equate to X% of the total ECC funding allocated for general funding of Community Transport in line with the targets outlined in Appendix A attached hereto.
- 3.2. ECC shall provide transport advice to the Partners in relation to the Scheme and the work being undertaken by the Partnership.
- 3.3. Service Audits will be undertaken by ECC in conjunction with 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 all the Partners.
- 3.4. In accordance with the Scheme, XXXX CT scheme will organise and provide community transport services for the benefit of residents of the XXXX Borough/District. Such services shall include XXXXXXXX
- 3.5. In providing the Scheme, XXXX CT scheme will ensure that all vehicles and personnel involved in the Scheme comply with the requirements set out in Appendix X.

4. Reasonable Endeavours

- 4.1. XXXX CT scheme will use their reasonable endeavours to meet the agreed performance targets and standards set out in the Schedule hereto and which are intended to provide a measure of the Scheme's performance and success. These targets and standards shall apply for the first year of the Partnership and shall be subject to revision by the Partnership as a whole for subsequent years in light of the circumstances at the time of the review.

If ECC is not satisfied that the Service Provider is using their reasonable endeavours to meet the targets and standards set out in the Schedule hereto and the service provider has not proposed appropriate action to rectify the situation, ECC can terminate the partnership agreement with three months notice.

5. Review Meetings

- 5.1. **XXXX CT scheme** shall liaise with the Partners and arrange regular review meetings to be held (at least twice per year) at a mutually acceptable time and venue and to ensure that an Agenda is available to all Partners at least one week prior to the meeting. Notes will be taken at these meetings and distributed to all attendees.

6. Use of Financial Support

- 6.1. Financial support from ECC pursuant to this Agreement shall be used by **XXXX CT scheme** wholly and exclusively in the provision of the Scheme and for the purposes specified in this Agreement. **XXXX CT scheme** shall supply an annual report and set of accounts to be audited by the Partnership for the preceding financial year no later than 31 August in the current financial year that is dedicated to the Scheme.
- 6.2. Any work that is undertaken by **XXXX CT scheme** or the Partnership outside the Scheme shall be fully funded otherwise than by this Agreement and must be accounted for separately.
- 6.3. **XXXX CT scheme** shall keep records and accounts that are dedicated to the scheme and which shall be available on request for inspection by the partnership pursuant to this Agreement and to ECC for the purposes of allowing its auditors to certify the due use of funding made available by ECC pursuant to this Agreement.
- 6.4. Third parties who provide such funding may be admitted to the partnership as Associate Partners subject to the mutual consent of the partners and written agreement between the third party and the partners establishing the terms and conditions thereof.
- 6.5. **XXXX CT scheme** shall make available to ECC's auditors such complete and up to date files and other documents as are requested within a reasonable time period and those auditors may retain and copy the same as necessary.

6.6.

7. Other Clauses

- 7.1. **XXXX CT scheme** shall in providing a community transport service in accordance with this Agreement adhere to all relevant statutory and regulatory requirements and policies issued by ECC.
- 7.2. The Parties shall take out and maintain all necessary policies of insurance to cover their obligations under this Agreement.

- 7.3. The Parties shall adhere to the requirements set out in the Health and Safety at Work Act 1974 as amended and including relevant regulations.
- 7.4. This Agreement does not and is not intended to give any benefit or rights to any third party.
- 7.5. Any complaint made by users of the Scheme to ECC will be dealt with under ECC's Complaints Procedure. Any complaint made by users of the Scheme to XXXX CT scheme will be dealt with under XXXX CT scheme's Complaints Procedure.
- 7.6. This Agreement does not and is not intended to establish a legal partnership or to give any rights to any party arising therefrom.

8. Data Protection and Freedom of Information Acts

- 8.1. Under the terms of the data Protection Act 1998, this Agreement may include the processing of Personal Data. Therefore, in accordance with the Act the Data Controllers are the individual partners and the Data Processors are the Partnership and XXXX CT scheme.
- 8.2. Any information processed by the Data Processor under the terms of this Agreement, which relates to living individuals must not be disclosed to any Third Party unless the Third Party is explicitly identified by the partners as needing to have this information. Where a Third Party is identified then only the information necessary for the carrying out of this Agreement may be disclosed. If the Partnership or XXXX CT scheme is in doubt as to whether or not to disclose the information then all partners must be consulted.
- 8.3. All partners to this Agreement are required to respect the confidentiality of personal information provided to them and only use it for the purposes for which it was provided.
- 8.4. The Partnership and XXXX CT scheme are expected to ensure the security of the Personal Data against any unlawful processing and XXXX CT scheme is required to provide the Partnership with written confirmation of the security measures that have been put in place to protect it. Further security measures may need to be taken to protect the Data should it be deemed necessary by the Partners to do so.
- 8.5. The Partnership shall comply with the Data Protection Act 1998 and all subordinate legislation made thereunder.
- 8.6. The Partners accept and consent to the disclosure of information provided or obtained by a Partner under this Agreement that has been requested pursuant to and in accordance with the provisions of the Freedom of Information Act 2000.

9. Amendment of Agreement

- 9.1. The Partners will review the working of or targets set in this Agreement on an annual basis. Any agreement between the Partners to amend or vary this Agreement arising therefrom shall be made in writing.

10. Termination

- 10.1. This Agreement may be terminated by any Partner by giving the other Partners at least 12 months notice in writing.
- 10.2. In the event that a Partner remains in breach of one or more of the terms or conditions of this Agreement and has been given an opportunity to rectify the said breach then one or the other Partners may terminate this Agreement on giving 3 months notice in writing to the Partner in breach.
- 10.3. Upon the early termination of this Agreement for whatsoever reason any monies paid over by one Partner to another pursuant to the terms of this Agreement shall be repaid thereto on a pro rata basis.

11. Disputes

- 11.1. In the event of a dispute that cannot be settled or resolved between the partners, the matter shall initially be referred to a mediator agreed to by the partners upon such remit as the partners shall determine and failing a resolution thereby the partners shall refer the dispute to a single arbitrator agreed to by the partners. Any referral to an arbitrator shall be deemed to be a submission to arbitration within the meaning of and to be governed by the Arbitration Act 1979 including any amendments re-enactment and any subordinate legislation.

12. Schedule of Outputs

- 12.1. Current total number of **XXXX CT scheme** passenger journeys = XXXXX
Target total number of **XXXX CT scheme** passenger journeys = XXXXX

- 12.2. **XXXX CT scheme** shall make available to ECC records of:

Total number of passenger journeys
Reason for passenger journey and number of each type
Cost per passenger journey
Vehicle cost per day
Origin and destination of journeys by postcode
Mileage information
Number of members

- 12.3. Customer Satisfaction

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

An annual Community Transport questionnaire will be designed by ECC in consultation with all stakeholders. This questionnaire will be produced by ECC and provided to XXXX CT scheme to send out to:

- All brokerage users (individuals)
- All brokerage providers (group leaders)
- All Social Car users
- All Dial-A-Ride users
- All other users

The results of this questionnaire will be made available to all of the partners.

13. Execution

In witness whereof this Agreement has been executed for and on behalf of the respective parties hereto and delivered the day and year first before written by the duly authorised officers whose signatures are set out below.

Signed on behalf of Essex County Council

.....

Date:

In the presence of:

.....

Date:

Signed on behalf of XXXXXX

.....

Date:

In the presence of:

.....

Date:

Signed on behalf of XXXXX

.....

Date:

In the presence of:

.....

Date:

Appendix A

Fair Funding Formula (FFF)

Funding should follow need, therefore four factors are considered on a Borough/District basis:

- Total Population - there will be more people in need of CT services in areas of high population
- Number of Old Age Pensioners - older age groups have a higher need for CT services
- Level of deprivation - those in need of CT services tend to come from the poorer segments of society
- Population density - used as an analogue for length cost and difficulty of journeys undertaken

These factors were weighted as follows:

- Population (P) 50%
- No. OAPs (O) 15%
- Deprivation (D) 15%
- Pop Density (PD) 20%

These factors were used in conjunction with census data and other information to develop the set of tables below to calculate 'need' for service on a district basis. This is laid out in tables C1 to C5 below.

NB: The tables below contain the data currently used (from the 1998 update of the 1991 census) and will be updated with the 2001 census figures ASAP. (This will definitely be before the new agreement commences)

Table C1: Populations of Districts in Essex

District	Population	Percentage	Marks Awarded
Basildon	164400	13	6
Braintree	127700	10	5
Brentwood	71700	6	3
Castle Point	84600	7	3
Chelmsford	155400	12	6
Colchester	156600	12	6
Epping Forest	119600	9	5
Harlow	74600	6	3
Maldon	55300	4	2
Rochford	76900	6	3
Tendring	132400	10	5
Uttlesford	68900	5	3
Total	1288100	100	50

Table C2: No. of OAPs in Essex

District	Number OAPs	Percentage	Marks Awarded
Basildon	27700	13	2
Braintree	19100	9	1
Brentwood	12000	6	1
Castle Point	13700	6	1
Chelmsford	22500	10	2
Colchester	22900	11	2
Epping Forest	20000	9	1
Harlow	11700	5	1
Maldon	8900	4	1
Rochford	13500	6	1
Tendring	34900	16	2
Uttlesford	10500	5	1
Total	217400	100	15

Table C3: Deprivation Weighting Factors – Breakdown by District

District	District Deprivation Total	Percentage	Marks Awarded
Basildon	364	8	1
Braintree	495	11	2
Brentwood	197	4	1
Castle Point	249	5	1
Chelmsford	286	6	1
Colchester	441	9	1
Epping Forest	437	9	1
Harlow	497	11	2
Maldon	330	7	1
Rochford	297	6	1
Tendring	842	18	3
Uttlesford	275	6	1
Total	4680	100	15

Table C4: Borough/District Population Density Factor

District	Population Density per Hectare	Inverse Score	Percentage Score	Marks Awarded
Basildon	15	11	5	1
Braintree	2	24	11	2
Brentwood	5	21	10	2
Castle Point	19	7	3	1
Chelmsford	5	21	10	2
Colchester	5	21	10	2
Epping Forest	4	22	10	2
Harlow	25	1	0	0
Maldon	2	24	11	2
Rochford	5	21	10	2
Tendring	4	22	10	2
Uttlesford	1	25	11	2
Total		220	100	20

Table C5: Summary Table

District	Population Sore	OAP Score	Deprivation Score	Population Density Score	Theoretical Needs Based % of Funding
Basildon	6	2	1	1	11
Braintree	5	1	2	2	10
Brentwood	3	1	1	2	6
Castle Point	3	1	1	1	6
Chelmsford	6	2	1	2	10
Colchester	6	2	1	2	11
Epping Forest	5	1	1	2	9
Harlow	3	1	2	0	5
Maldon	2	1	1	2	6
Rochford	3	1	1	2	7
Tendring	5	2	3	2	12
Uttlesford	3	1	1	2	7
Total	50	15	15	20	100

Community Transport Partnership Agreements
Budgets 2004/05 and 2005/06

Area	Funding 2004/05	Funding 2005/06
Basildon	£104,177	£107,302
Chelmsford	£96,290	£99,179
Cochester	£110,635	£113,954
Epping Forest	£71,045	£73,176
Braintree	£91,042	£93,773
Brentwood	£59,122	£60,896
Castle Point	£52,701	£54,282
Harlow	£83,848	£86,363
Maldon	£60,457	£62,271
Rochford	£61,402	£63,244
Tendring	£129,729	£133,621
Uttlesford	£85,001	£87,551
Sub Total	£1,005,449	£1,035,612
Training Budget	£1,826	£1,881
Total	£1,007,275	£1,037,493

Appendix B (DC/BC section)

To be agreed between DC/BC and XXXX CT scheme

E.g.

XXXX BC/DC shall provide funding to XXXX CT scheme for AS AGREED

XXXX BC/DC shall provide such assistance and information regarding local issues, events and XXXX CT scheme's own operations as the Partnership may from time to time require.

Appendix C - Service Delivery and Quality

XXXX CT scheme will endeavour to provide an equal standard and level of service to all residents in the Borough/District area. This will be monitored using the information provided by XXXX CT scheme, and the customer satisfaction survey.

All drivers (paid and voluntary) shall be trained to at least MIDAS standards and have been CRB checked. For new drivers evidence must be available that the process of obtaining a CRB check is underway.

XXXX CT scheme shall keep records and accounts in regard to its operation which shall be available on request for inspection by the Partnership. Such records will include:

- A written constitution
- A business plan (to be updated annually)
- Performance Management Criteria
- Health & Safety Policy
- Environmental Policy
- Equal Opportunities Policy
- Complaints Procedure

These documents will all be submitted to ECC before the commencement of this partnership agreement (01/04/2006).

Staff Development

An annual performance management review should be carried out for all paid staff.

Internal and external training should be offered to all paid staff and where appropriate voluntary staff.

ECC will provide funding for training of XXXX CT scheme staff where it feels this is appropriate. The current training budget is outlined in Appendix A.