

**ANGUS COUNCIL AND TAYSIDE CONTRACTS**

**LIGHTING SERVICE**

**PARTNERING AGREEMENT**

**INTRODUCTION**

**EXECUTIVE SUMMARY**

It is proposed that the lighting service for Angus Council be delivered by means of a Partnering Agreement between Tayside Contracts and Angus Council.

The Partnering Agreement would be for an initial two year period following which it would be reviewed. In the event that the Partnership was considered to be a success, it would be the intention of both parties to extend the partnership for a longer period.

Operational delivery would be by means of an integrated organisation comprising both Tayside Contracts and Angus Council lighting employees.

Responsibility for service delivery would be by means of an Executive Board consisting of Officers from Roads Division, Angus Council and Tayside Contracts.

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## **PARTNERING AGREEMENT**

### **1. Service Description**

1.1 Angus Council provides a full range of services, including statutory duties required by the Roads (Scotland) Act 1984 and Electricity at Work Act 1989, associated with the installation, upgrading and day-to-day maintenance of the Council's road lighting infrastructure.

1.2 Street lighting makes an important contribution to road safety, crime prevention and the creation of an acceptable, safe night-time environment. Good reliable street lighting is a key factor in building and maintaining community safety and improving the quality of life for both residents and visitors.

1.3 The maintenance of the street lighting asset includes replacement of the asset when it reaches the end of its serviceable life. In addition new developments requiring lighting are adopted by the council.

1.4 The lighting service also encompasses illuminated traffic signs and their maintenance along with the erection and removal of Christmas lighting in Angus (as appropriate).

1.5 The lighting team are committed to maintaining and where possible improving the high level of service provided in the operation and maintenance of these assets. In addition, the team will be reviewing the cost of providing the lighting service with a view to reducing the unit rate costs for the services.

1.6 The issue of sustainability is a major consideration in the provision of the lighting function and the team will continue to review sustainability of the service including energy efficiency devices and the use of recycled and alternative materials.

1.7 The Quality Management System operated within the Roads Division will be extended where appropriate into the work of the lighting team to ensure that similar operations are carried out in a consistent manner and to an appropriate standard.

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### **2. Service Objectives**

2.1 **Angus Council's** objectives in respect of the delivery of this service are:-

- To provide a lighting service that improves road safety and the well-being of the public in Angus.
- To seek to continually improve the lighting service, balancing increased performance and the drive to reduce costs by maximising service efficiencies.
- To demonstrate Best Value in the procurement of lighting works and reduce costs consistent with service standards.
- To seek to minimise the adverse impact that the lighting function has on the environment.
- To deliver the lighting service with due regard to the health and safety of the public and the work force.
- To integrate with the other services of the Angus Council.

2.2 **Tayside Contracts** objectives in respect of service delivery are:

- To produce a cost effective and quality product/service that meets the needs and requirements of the three constituent councils and other clients.
- To develop partnerships with all stakeholders including the constituent councils, other clients, the people and businesses within the community.
- To create a responsive organisation that develops, monitors and evaluates standards of performance.
- To encourage innovation that adds value to our products and services.
- To seek to expand our customer base within current legislation for the benefit of the community.

These objectives are encapsulated in Tayside Contracts' mission statement,

**“Community benefit through the pursuit of excellence.”**

2.3 The culture, ethos and vision of both organisations is ideally suited to providing a seamless and best value lighting service to Angus Council and to end users of lighting services in Angus through the framework of a Partnering Arrangement. Our approach and commitment to the Partnering Agreement is detailed below.

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### **3. Charter**

3.1 Angus Council and Tayside Contracts are committed to working together to deliver a successful lighting service meeting all safety, cost, quality and time criteria and demonstrating best value. The partnership between Tayside Contracts and Angus Council is to be known as the Angus Lighting Partnership.

#### ***To achieve this we will be***

- Open and honest and work together as a single team, with integrity, empowered and committed in a spirit of mutual trust and co-operation to meet users and each others service needs
- Innovative, effective and excellent in service delivery
- Efficient through continuous improvement

### **4. Mutual Objectives/Success Criteria**

4.1 We acknowledge that as separate bodies we have independent organisational goals but that by agreeing this partnership we share objectives to:

- Improve communication and awareness
- Reduce duplication, both in terms of systems and resources
- Reduce the average unit cost of the services delivered
- Improve management and reporting
- Improve supervision and productivity
- Devise new and improved working practices to make more effective and efficient use of resources.
- Achieve the required rate of return in terms of statutory requirements and that of the Joint Committee

## **PARTNERING AGREEMENT**

### **5. Key Performance Indicators and Targets**

5.1 The Lighting Partnership Manager shall develop a series of Key Performance Indicators (“KPI’s”), building on the existing service measures which will demonstrate the continual improvement of the service, financial stewardship and the benefits of the partnership. These KPIs will include annual targets which the service seeks to achieve.

5.2 These KPIs and progress towards targets will be reported to the Executive Board at least quarterly to monitor performance and take appropriate action to complete the targets.

5.3 Targets and KPIs will be reviewed annually by the Lighting Partnership Manager and submitted for approval to the Executive Board.

### **6. Term**

6.1 Subject to the terms of Clause 13.1 the term of this agreement will be from the 1 April 2015 for a period of 60 months ending on 31 March 2020 unless otherwise agreed.

### **7. Payment**

7.1 In the initial stages payment mechanism will continue on the existing pricing mechanisms (schedule of rates; bills of quantities demonstrable rates etc) but will seek to move towards cost plus mechanism if that proves advantageous to both parties. The progress of this transfer will be reported by the Lighting Partnership Manager to the Executive Board on a quarterly basis.

7.2 Tayside Contracts will assess the amount due and submit an invoice for each project at the end of each month, until the end of the agreed period.

7.3 Angus Council will pay Tayside Contracts within 3 weeks of receiving Tayside Contracts invoice.

7.4 If Angus Council does not agree with the invoice submitted by Tayside Contracts, Angus Council shall notify Tayside Contracts of the reason for its disagreement before the payment becomes due.

7.5 Should Tayside Contracts wish to dispute Angus Council’s decision the Dispute Resolution Procedure would begin at Stage 2.

## **PARTNERING AGREEMENT**

### **8. Quality Management**

8.1 We are dedicated to the provision of a service that meets all the requirements of our customers. We will aim to achieve this first time, on time. In order to ensure this we will seek to develop systems, procedures and resources that ensure compliance with the requirements of BS EN ISO 9001 and 9002. We will endeavour to involve all our employees engaged on the service in the process and will provide the training and development necessary to sustain the principles outlined here. We acknowledge that prevention of problems is better than cure, but if we do fail to meet requirements, we will take prompt remedial action with the minimum of disruption to the customer. We will investigate the root cause of failures and establish the action necessary to prevent reoccurrence, thereby taking a proactive approach to quality improvement.

### **9. Dispute Resolution**

9.1 The Parties intend that disputes should be resolved at the earliest possible time and at the point of dispute. Where resolution has not been achieved the following Dispute Resolution Procedure will apply:

#### **Stage 1**

- The matter will be referred by the Lighting Partnership Manager to the Tayside Contract's Works Manager (East) who will resolve the matter in conjunction with the Senior Service Manager, Angus Council Roads Division.
- Where resolution has not been mutually agreed, the Lighting Partnership Manager will escalate the dispute as follows:

#### **Stage 2**

- The matter will be referred by the Lighting Partnership Manager to the Depute Director (Operations) of Tayside Contracts who will resolve the matter with the Head of Technical and Property Services (Angus Council).
- Where resolution has not been mutually agreed with the party in dispute, the Depute Director (Operations) will escalate the dispute as follows:

#### **Stage 3**

- The matter will be referred by the Depute Director (Operations) to the Director of Communities (Angus Council) and Managing Director of Tayside Contracts who will be the final arbiters for any dispute.

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### **10. Insurance**

10.1 Angus Council indemnifies Tayside Contracts against claims, proceedings, compensation and costs payable which are the unavoidable result of the service or of providing the service or which arise from fault, negligence, breach of statutory duty, or interference with a legal right by Angus Council or a person employed by or contracted to Angus Council except by Tayside Contracts.

10.2 Tayside Contracts indemnifies Angus Council against other losses and claims in respect of death or injury to a person and loss and damage to property (other than the Employers property, plant and material) and claims, proceedings, compensation and costs payable arising from or its connection with Tayside Contracts providing the service.

10.3 Tayside Contracts provides from the 1 April 2015 for a period of 60 months subject to termination insurances to cover Tayside Contracts liability for loss of or damage to property (except Angus Council's property, plant and materials and equipment) and for bodily injury to or death of a person (not an employee of Tayside Contracts) arising from or in connection with Tayside Contracts providing the service to a limit of £10M for any one incident.



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### **11. Management**

11.1 The Executive Board (the Board) is responsible for the performance of the services. It will consist of 5 members, 2 from Angus Council and 2 from Tayside Contracts together with the Lighting Partnership Manager. The Board will meet not less than every 3 months or more frequently as determined by the board and may discuss all aspects of the service as they relate to the Agreement along with matters of mutual interest which affect the progress of the service.

11.2 Each party may appoint or remove members by notice to the other.

11.3 The Board shall operate as follows:-

- The Chairman shall be appointed annually by rotation at the Board's Annual Meeting.
- The Chairman shall have the casting vote at meetings of the Board.
- The quorum for meetings shall be 2 officers, one from each of the parties and the Lighting Partnership Manager.
- The Board shall meet at least four times a year of which one meeting will be the Annual Meeting.

11.4 The partners shall have the power to appoint substitutes who may sit on the Board from time to time and each party shall use best endeavours to notify the other party in advance whenever a substitute will be attending a meeting of the Board.

11.5 The day to day running of the service is delegated to the Lighting Partnership Manager. The Lighting Partnership Manager will report to the Board on KPIs, targets, and the mutual objectives/success criteria and any other matter affecting the service.

11.6 An organisational chart showing the operational management structure of the service is detailed at Appendix 1.

11.7 The line management is set out in Appendix 1. Each party will be responsible for all the personnel issues of their own staff including conditions of service and health & safety management. Health & Safety management shall be streamlined as far as practically possible but ultimate responsibility for the employees falls to the respective employer.

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### **12. Programming**

12.1 We agree that the service should be delivered to meet the requirements of Angus Council and end users in the most efficient manner possible. To do this we will jointly plan and programme work so as to achieve customer satisfaction, Best Value and mutual objectives/success criteria referred to in this Service Agreement. The day to day operational issues is delegated to the Lighting Partnership Manager.

### **13. Termination**

13.1 We agree that either party may terminate the Partnering Agreement by giving six months notice in writing to the other party such notice being effective from the 1 April or 1 October whichever date next follows the notice in writing.

## PARTNERING AGREEMENT

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A. McKeown  
Director of Communities  
Angus Council

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I C Waddell  
Managing Director  
Tayside Contracts

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Date:

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Date: