

**ANGUS COUNCIL**

**COMMUNITIES COMMITTEE – 13 NOVEMBER 2018**

**ROADS COLLABORATION PROJECT UPDATE**

**1. INTRODUCTION**

- 1.1 Members will be aware of previous reports on Roads Collaboration Project (RCP) with the two areas being explored, Tayside Collaboration, and Northern Group. Members will also be aware of the Street Lighting Partnership with Tayside Contracts.
- 1.2 Report 170/16 Transforming Angus: Collaborative Working to Policy and Resources Committee in April 2016 detailed how the Council was taking forward collaboration opportunities with Dundee City and Perth & Kinross Councils, across a range of activities. This work was progressed via regular meetings of the joint Chief Executives of the three Councils. Roads Services was one of the activities under consideration.
- 1.3 Collaborative activity with other local authorities has a part to play in supporting the step change in the way services are delivered, and to provide greater value for communities. Sharing services can potentially deliver cost savings through:
- Process efficiencies
  - Assets rationalisation
  - Standardisation and streamlining of working practices
  - Greater purchasing power
- 1.4 Additional benefits will also come by sharing experience, knowledge and skills; distributing workload across the partners to suit staffing availability; and removing single points of failure as organisations reduce staffing. Collaboration provides capacity and resilience for important services, which the public rely on daily.

**2. UPDATE ON PROGRESS**

**2.1 Tayside Roads Collaboration**

- 2.1.1 In Tayside, working together across our three Councils is well established within the roads services. There is already a significant collaboration, with Tayside Contracts delivering the majority of roads maintenance and winter maintenance operations; the Street Lighting Partnership; shared procurement through Tayside Procurement Consortium; partnership working for flooding through the Tay and Tay Estuary and Montrose Basin Local Plan Districts; and various officer level working groups, with joint approaches to issues such as traffic signal maintenance.
- 2.1.2 Following a detailed study of activities by senior managers, including an extensive options appraisal for future roads-related collaboration, the joint Chief Executives of the three Councils agreed to a report that recommended proceeding with a pilot collaboration of:
- Urban traffic control (UTC) and road signals; and
  - Network Management under the New Roads and Street Works Act (NRSWA).
- 2.1.3 This shared working is intended to:
- Deliver the best possible service for the public
  - Ensure local accountability to elected members
  - Provide a fit for purpose roads infrastructure
  - Maximise benefits from collaboration

- Have sufficient resilience to deal with unplanned major incidents
- Deliver best value and strong governance underpinned by robust performance management information
- Keep roads activities under Council control

2.1.4 It is proposed that this pilot (to be called the Tayside Network Management Partnership) will start on 1 January 2019 for a 15 month pilot period. It will be kept under evaluation and extended after that time if it is found to be successful.

2.1.5 In practice, this means that Dundee City Council will take a lead role for UTC / Roads Signals, and Perth & Kinross Council will lead for NRSWA. Whilst Angus Council does not operate UTC, traffic signal collaboration will build on the existing joint maintenance contract and will improve resilience within the service. Staff involved will not have to transfer to a new organisation, or move to a different workplace location, as they will be still employed by their sovereign Council. The key difference is the shared leadership, and delivery of best practice, that this more formalised partnership approach offers, which will be delivered in an agile operating environment.

2.1.6 The pilot will be operated under the terms of a Partnering Agreement (see **Appendix 1**).

2.1.7 A staff and stakeholder engagement plan has been prepared by a working group to guild support for the implementation of this initiative.

2.1.8 Prior to the conclusion of the 15 month trial the pilot will be evaluated, and depending on the outcome continue or review the partnership.

## 2.2 Northern Roads Collaboration

2.2.1 Report No 298/15 detailed the establishment of the Northern RCP, and at the recent meeting in August Cllr Durno was elected Vice Chair of the Joint Committee.

2.2.2 Collaboration is ongoing including potential use of one of the partners to resource the development of Angus Council's Road Safety Plan.

2.2.3 Ongoing opportunities include joint procurement exercises involving the seven local authorities; joint approach for the requirements of the Marine Safety Code; joint policy on Abandoned Vehicles; Dredging; and Use of Plastics in Road Maintenance materials.

## 2.3 Street Lighting Partnership

2.3.1 Report No 99/15 continued the existing Lighting Partnership between the council and Tayside Contracts.

2.3.2 Similar arrangements have existed in Dundee City and Perth & Kinross Councils, and some time ago these councils combined into a single partnership with a single Street Lighting Partnership Manager. As part of the management restructure within Angus Council and the retirement of the Street Lighting Partnership Manager for Angus, the opportunity has presented itself to join the two existing partnerships into a single entity.

2.3.3 Discussions on arrangements are ongoing between the four partners (three councils and Tayside Contracts) and bring the same advantages as the RCP, bringing a combined expertise and skills set with the potential for Tayside to be an exemplar and potential to undertake work for other councils.

## 3 FINANCIAL IMPLICATIONS

3.1 There are no financial implications as result of the Report for the developing these roads collaboration projects.

3.2 Councils will still retain control of their own budgets for works; their own assets; and staffing.

**NOTE:** The background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973 (other than any containing confidential or exempt information) which were relied on to any material extent in preparing the above report are:

Report 18/17 Schedule 1 - Collaboration - Communities Committee – 15 January 2017

Report 170/16 - Transforming Angus: Collaborative Working - Policy and Resources Committee

Report No 298/15 - Roads Collaboration Project and Proposal to Form the Northern Roads Collaboration Forum - Communities Committee - 18 August 2015

Report No 99/15 - Lighting Partnership - Communities Committee – 3 March 2015

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### **List of Appendices**

Appendix 1 Angus/Perth and Kinross/Dundee City Councils; Tayside Network Management Partnership; Partnering Agreement

**Angus/Perth and Kinross/Dundee City Councils**

**Tayside Network Management Partnership**

**PARTNERING AGREEMENT**

**EXECUTIVE SUMMARY**

Arising from the National Road Maintenance Review the concept of collaboration has been to the fore. In the Tayside area, all road activities have been considered, with the goal of savings and resilience. Given the complexities of change, trials that can demonstrate good collaborative working and delivering resilience in the area of Network Management and Traffic Control, are to be piloted, and, if successful, can be rolled out to other areas of the Roads service.

It is proposed that this Partnering Agreement should initially last for a period of 15 months and extended annually thereafter, depending on how successful it proves. This Agreement is between Angus, Dundee City and Perth & Kinross Councils

Operational delivery will be by means of an integrated organisation comprising all three councils' employees, or proportion of such employees involved in the operations involved.

Responsibility for service delivery will be by an Executive Board consisting of Officers from the three Councils. Perth and Kinross Council will take a lead on Network Management and Dundee City Council will lead on Traffic Control.

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## **PARTNERING AGREEMENT**

### **1. Service Description**

- 1.1 Each council (Angus, Dundee City and Perth & Kinross) provides a full Roads Network Management service in line with the New Roads and Street Works Act 1991 (NRSWA) and Transport (Scotland) Act 2005. This entails among other things:
- Registering its own work on the Streetworks Register (currently Symology);
  - Coordinating its own works and those of others (e.g. utilities, developers, skips/scaffolding) on the road network;
  - Inspecting a proportion of utility roadworks;
  - Issuing permits and registering as required on the Register and inspecting;
  - Holding and attending meetings, and coordinating with utility companies/other roads authorities.
- 1.2 Each council is involved in the arrangement of events that take place on the road network or require traffic management and ensures such are registered on the above mentioned Register. Authorities may have a Strategic Action Group or follow the processes of such a group to ensure that the event runs successfully and safely, in regard to traffic management and road safety, insurance and coordination.
- 1.3 Dundee and Perth and Kinross Councils operate Urban Traffic Control (UTC) services which monitor and adjust the flow of traffic. All constituent councils have traffic signals that need to be managed and maintained operationally. UTC and traffic signal maintenance requires expertise to manage changes or failures.

### **2. Service Objectives**

#### **2.1 Network Management – Lead Perth and Kinross (PKC) Traffic Control – Lead Dundee City Council (DCC)**

The councils' objectives in respect of the delivery of these services are:-

- To provide seamless consistent services led jointly whereby existing staff remain where they are based in the constituent councils with "agile" work practices and resilience at the heart of what they do.
  - To seek to continually improve the service, balancing increased performance and the drive to reduce costs by maximising service efficiencies.
  - To demonstrate Best Value in the procurement of the works and reduce costs consistent with service standards.
  - To seek to minimise the adverse impact that the services have on the environment.
  - To deliver the services with due regard to the health and safety of the public and the work force.
  - To integrate with the other services of the councils.
- 2.2 Practical objectives in respect of service delivery are:
- To recruit and retain staff whose expertise delivers the service; avoiding any single point of failure set against a background of budget reductions, and a collaborative approach to roads service delivery.

- To produce a cost effective and efficient service that meets the needs and requirements of the 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 with local key performance indicators, which monitors and evaluates standards of performance.
  - To encourage innovation that adds value to our products and services.
  - To potentially seek to expand our customer base within current legislation for the benefit of the community.
  - The employees will be employed by their current organisations, and these organisations will be accountable for pay and staffing issues.
  - In terms of the work tasks however employees will be accountable to the lead officer i.e. if it is a utility issue, the Angus employee will report to PKC for NRSWA, but where they have a dual role there may need to be a decision on which task takes priority. Common sense is likely to prevail, however escalation may be necessary.
- 2.3 The culture, ethos and vision of the organisations is ideally suited to providing a seamless and best value service to the councils and to our end users through the framework of a Partnering Arrangement. Our approach and commitment to the Partnering Agreement is detailed below.

### **3. Charter**

- 3.1 All councils are committed to working together to deliver a successful service - meeting all safety, cost, quality and time criteria and demonstrating best value. The partnership is to be known as the Tayside Network Management Partnership (The 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 other's service needs
- Innovative, effective and excellent in service delivery within the constraints of the resources available to us.
- 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:
- Deliver the best possible service for the public
  - Ensure local accountability for elected members
  - Provide a fit for purpose roads infrastructure
  - Maximise benefits from collaboration
  - Have sufficient resilience to deal with unplanned major incidents
  - Deliver best value and strong governance underpinned by robust performance management information
  - Keep roads activities under Council control

And

- Improve communication and awareness reduce duplication, both in terms of systems and resources
- Improve management and reporting
- Improve supervision and productivity

Devise new and improved working practices to make more effective and efficient use of resources.

4.2 The success of the partnership will be measurable by:

- For Network Management, the key performance indicators (KPIs) will be those of the Roadworks Commissioner.
- For Traffic Control, the KPIs will be those of the constituent councils as developed by the Executive Board. These KPIs, and progress towards targets, will be reported to the Executive Board at least quarterly, to monitor performance and take appropriate action to meet the targets.

The respective lead officer will ensure delivery on an equitable basis across the partnership to ensure a balanced approach to service delivery in consideration of available resources.

## **5. Term**

5.1 Subject to the terms of Clause 13.1 the term of this agreement will be from the 1 January 2019 for a period of 15 months. Renewal would be subject to the recommendation by the Executive Board to the Joint Board of the council Chief Executives after 12 months of the pilot.

## **6. Payment**

6.1 Each partner shall bear their own costs, and as the partnership matures, there may be opportunities to share resources and reduce overall costs, potentially funded through the partnership. It is anticipated that the shared lead roles will not warrant payment between authorities.

## **7. Dispute Resolution**

7.1 The Parties intend that any dispute between the parties 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 relevant sector (e.g. Network Management) lead officer who will seek to resolve the matter in conjunction with the Service Manager (or equivalent), of each of the other authorities.
- Where resolution has not been mutually reached, the lead officer will escalate the dispute as follows:

### **Stage 2**

- The matter will be referred by the lead officer to the Head of Service or equivalent of each of the other authorities.
- Where resolution has not been mutually agreed with the party in dispute, the Head of Service or equivalent will escalate the dispute as follows:

### **Stage 3**

- The matter will be referred by the Head of Service or equivalent to the respective Directorate of each council.

## **8. Insurance**

8.1 Each council indemnifies the other authorities 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.



## **9. Management**

- 9.1 The Executive Board (the Board) is responsible for the performance of the services. It will consist of two representatives from each council. The lead officers will report to the Board. The Board will meet not less than every 3 months as determined by the Board and may discuss all aspects of the service as they relate to this Agreement, along with matters of mutual interest which affect the progress of the services involved.
- 9.2 Each party may appoint or remove members of the Board by notice to the other partners, and substitutes will be allowed.
- 9.3 The Board shall operate as follows:-
- The Chair shall be appointed annually by rotation across the constituent councils at the Board's Annual Meeting;
  - The Chair shall have the casting vote, in the event of a tie, at meetings of the Board;
  - The quorum for meetings shall be 4 officers, plus the relevant lead officers
  - The Chair is responsible for the administration for the Board meetings
  - The first Chair shall be Angus Council's Head of Service
- 9.4 The day to day running of the service is delegated to the agreed named lead officer. The lead officer will report to the Board on KPIs, targets, budgets and the mutual objectives/success criteria and any other matter affecting the service.
- 9.5 An organisational chart showing the operational structure of the service is detailed at Appendix 1.
- 9.6 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. Dispute resolution is set out in Section 7.

## **10. Programming**

- 10.1 We agree that the service should be delivered to meet the requirements of the councils 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 meet mutual objectives/success criteria referred to in this Service Agreement. The day to day operational issues are delegated to the lead officers of the relevant Councils.

I Cochrane  
On behalf of Angus Council

Date

W Young  
On behalf of Perth and Kinross Council

Date

N Gellatly  
On behalf of Dundee City Council

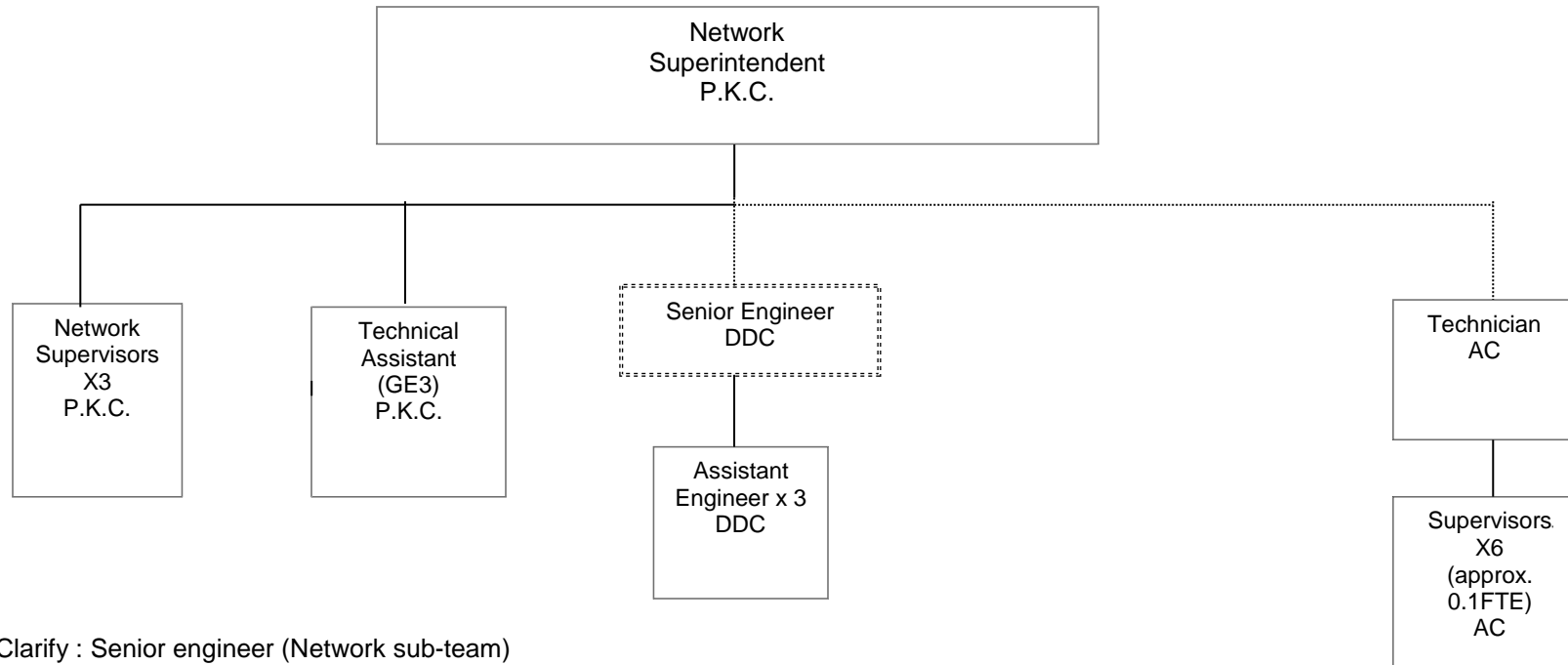
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Appendix 1

Network Management Lead Perth and Kinross Council

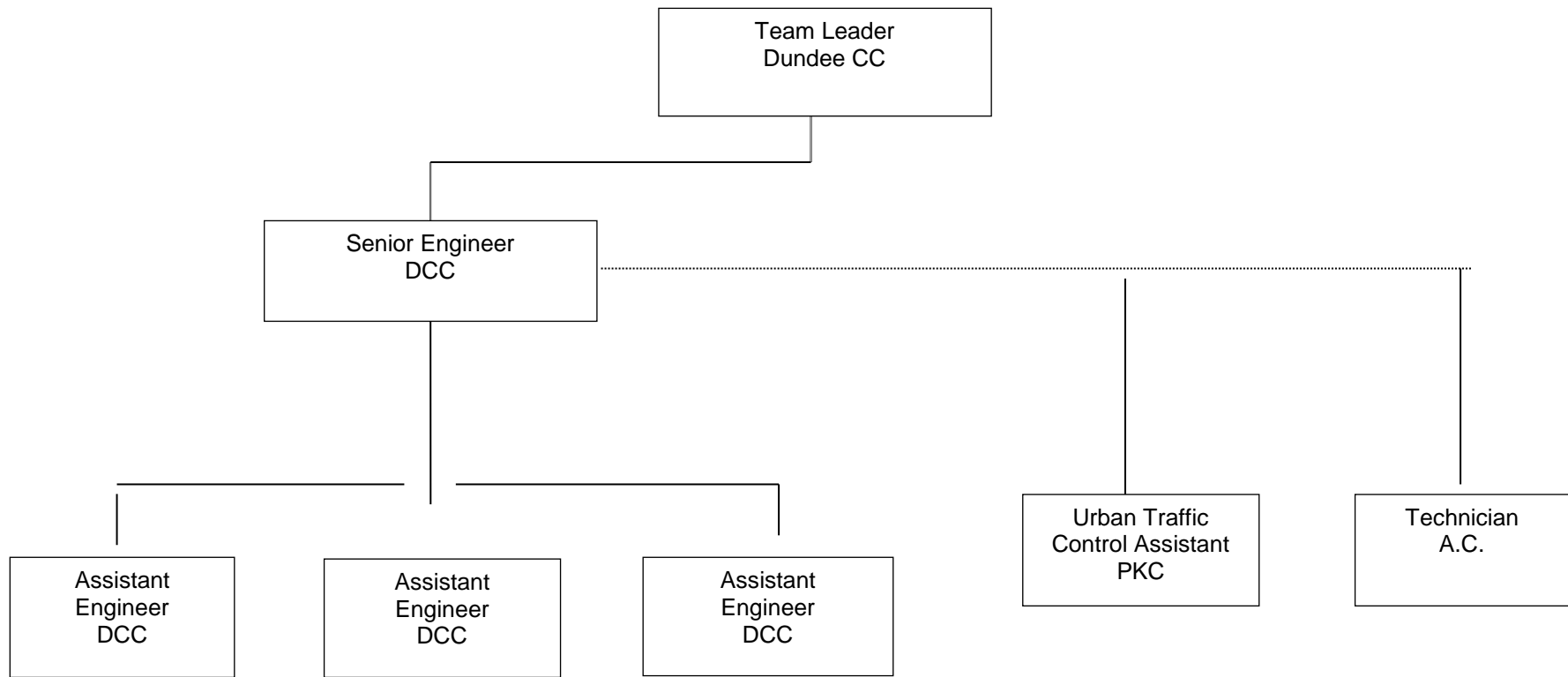
Includes: New Roads & Streetworks Act  
: Events management

**Purpose:** To provide resilience in system  
To improve KPIs  
To provide collective challenge to ROC and Utilities



Clarify : Senior engineer (Network sub-team)  
: Salary scale structure

**Purpose :** to provide resilience within system to future proof workforce to identify potential systems savings.



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- Clarify : design/operates and maintains UTC
- is it physical works
- capacity of junction
- : number of times physical interventions is required
- Cover arrangements
- KPIs
- Salary scale structures