

A meeting of the **OVERVIEW AND SCRUTINY PANEL (CUSTOMERS AND PARTNERSHIPS)** will be held in **CIVIC SUITE, PATHFINDER HOUSE, ST MARY'S STREET, HUNTINGDON PE29 3TN** on **THURSDAY, 3 MARCH 2022** at **7:00 PM** and you are requested to attend for the transaction of the following business:-

AGENDA

APOLOGIES

1. MINUTES (Pages 5 - 8)

To approve as a correct record the Minutes of the Overview and Scrutiny Panel (Customers and Partnerships) meeting held on 3rd February 2022.

Contact Officer: B Buddle
01223 752549

2. MEMBERS' INTERESTS

To receive from Members declarations as to disclosable pecuniary and other interests in relation to any Agenda item.

Contact Officer: B Buddle
01223 752549

3. NOTICE OF KEY EXECUTIVE DECISIONS (Pages 9 - 16)

A copy of the current Notice of Key Executive Decisions is attached. Members are invited to note the Plan and to comment as appropriate on any items contained therein.

Contact Officer: H Peacey
01480 388169

4. PARKING: AGENCY AGREEMENT FOR CIVIL PARKING ENFORCEMENT IN HUNTINGDONSHIRE (Pages 17 - 62)

The Parking: Agency Agreement for Civil Parking Enforcement in Huntingdonshire is to be presented to the Panel.

Contact Officer: G McDowell
01480 388386

5. **COVID RECOVERY - SHAPING THE FUTURE** (Pages 63 - 90)

The COVID Recovery – Shaping the Future report is to be presented to the Panel.

Contact Officer: L Smith
07874 894924

6. **OVERVIEW AND SCRUTINY WORK PROGRAMME** (Pages 91 - 98)

The Overview and Scrutiny Work Programme is to be presented to the Panel.

Contact Officer: B Buddle
01223 752549

23 day of February 2022



Head of Paid Service

Disclosable Pecuniary Interests and Non-Statutory Disclosable Interests

Further information on [Disclosable Pecuniary Interests and Non - Statutory Disclosable Interests is available in the Council's Constitution](#)

Filming, Photography and Recording at Council Meetings

The District Council permits filming, recording and the taking of photographs at its meetings that are open to the public. It also welcomes the use of social networking and micro-blogging websites (such as Twitter and Facebook) to communicate with people about what is happening at meetings.

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Please contact Mrs Beccy Buddle, Democratic Services Officer (Scrutiny), Tel No. 01223 752549/e-mail Beccy.Buddle@huntingdonshire.gov.uk if you have a general query on any Agenda Item, wish to tender your apologies for absence from the meeting, or would like information on any decision taken by the Committee/Panel.

Specific enquiries with regard to items on the Agenda should be directed towards the Contact Officer.

Members of the public are welcome to attend this meeting as observers except during consideration of confidential or exempt items of business.

Agenda and enclosures can be viewed on the [District Council's website](#).

Emergency Procedure

In the event of the fire alarm being sounded and on the instruction of the Meeting Administrator, all attendees are requested to vacate the building via the closest emergency exit.

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HUNTINGDONSHIRE DISTRICT COUNCIL

MINUTES of the meeting of the OVERVIEW AND SCRUTINY PANEL (CUSTOMERS AND PARTNERSHIPS) held in Civic Suite, Pathfinder House, St Mary's Street, Huntingdon PE29 3TN on Thursday, 3 February 2022.

PRESENT: Councillor D M Tysoe – Chairman.

Councillors T D Alban, B S Banks,
R D'Souza, I D Gardener,
Mrs M Kadewere, C Smith, Mrs S Smith,
R J West and Mrs S R Wilson.

APOLOGY(IES): Apologies for absence from the meeting were submitted on behalf of Councillors D A Giles and H V Masson.

IN ATTENDANCE: Councillor J Neish.

38. MINUTES

The Minutes of the meeting held on 6th January 2022 were approved as a correct record and signed by the Chairman.

39. MEMBERS' INTERESTS

No declarations were received.

40. NOTICE OF KEY EXECUTIVE DECISIONS

The Panel received and noted the current Notice of Key Executive Decisions (a copy of which has been appended in the Minute Book) which has been prepared by the Executive Leader for the period 1st February 2022 to 31st May 2022.

41. HUNTINGDONSHIRE TREE STRATEGY REVIEW 2020 - 2030 ANNUAL UPDATE

By means of a report by the Arboricultural Officer (a copy of which was appended in the Minute Book), the Huntingdonshire Tree Strategy Review 2020 – 2030 Annual Update was presented to the Panel.

Councillor D'Souza complemented the team on a thorough and illustrative report, before asking for clarification on the Biosecurity Strategy. The Panel heard that this Strategy enables the Council to manage tree stock across the district and monitor the spread of pests and diseases. The Strategy

also ensures the protection of woodland biodiversity as well as limiting risks in the transmission of tree diseases.

Following an additional question from Councillor D'Souza relating to section 3.4 of the report, the Panel heard that software is being implemented by the team to map and identify all Council tree stock, with a proposed completion date of winter 2022.

Councillor D'Souza further enquired if the team were engaged with any local community groups. It was clarified to the Panel that the team are engaged with a variety of groups across the district including local schools, woodland creation projects and forest schools. The team also works with local communities on tree planting projects which create a sense of ownership and pride within the community.

Councillor Wilson praised the report and the work involved, however she commented on the poor tree survival rate on some new development sites. The Panel heard that the team were aware of some very poor establishment rates, however due to the current workload of the Enforcement Team, alternative options were being worked up to address this and to ensure collaborative ways of working going forward to benefit new developments and tree stock across the district.

Following a further question from Councillor Wilson, the Panel were advised that the Council manages the trees within the district for which it is responsible and also provides guidance for residents and landowners on tree problems, such as applying common law rights on pruning.

Councillor Alban stated how impressive and fascinating the report was and also praised the Alconbury Weald development for their use of mature trees in their planting schemes. Furthermore, it was asked whether responsibility for tree survival on new developments belonged with the developers. The Panel heard that mature trees are more expensive but that prestigious developments may choose to plant these. It was also noted that younger trees were both quicker to become established and more cost efficient therefore tended to be preferred by developers. It was also confirmed that a working group would be established to allow for the creation of an action plan focusing on maximising the canopy cover across the district by 2030.

Following an enquiry by Councillor Gardener on collaborating with local flood groups, the Panel were advised that due to restrictions by the Environment Agency, tree planting could not be established alongside watercourses, however works were ongoing to ensure ditches and balancing ponds remained effective. Furthermore it was noted that whilst the Council was

not the responsible authority regarding flooding, the team would endorse any collaborative working with those authorities to assist action against future flooding.

Councillor Banks praised an excellent report and enquired about the horse chestnut blight that has spread in recent years. The Panel were informed that whilst leaf minor moth does not have a cure, it is not detrimental to the species.

Having welcomed the report, it was thereupon

RESOLVED

that the Panel note the report and endorse the recommendations within the report.

42. OVERVIEW AND SCRUTINY WORK PROGRAMME

With the aid of a report by the Democratic Services Officer (Scrutiny) (a copy of which is appended in the Minute Book) the Overview and Scrutiny Work Programme was presented to the Panel.

Chairman

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NOTICE OF EXECUTIVE KEY DECISIONS INCLUDING THOSE TO BE CONSIDERED IN PRIVATE

Prepared by: Councillor R Fuller, Executive Leader of the Council
Date of Publication: 16 February 2022
For Period: 1 March 2022 to 30 June 2022

Membership of the Cabinet is as follows:-

Councillor Details		Councillor Contact Details
Councillor Mrs M L Beuttell	Executive Councillor for Operations and Environment	3 Elton Road Wansford Cambridgeshire PE8 6JD Tel: 01480 388388 E-mail: Marge.Beuttell@huntingdonshire.gov.uk
Councillor S Bywater	Executive Councillor for Community Resilience and Well-Being	9 Crabapple Close Sawtry Huntingdon PE28 5QG Tel: 07984 637553 E-mail: Simon.Bywater@huntingdonshire.gov.uk
Councillor S J Criswell	Executive Councillor for Recovery	23 The Bank Somersham Huntingdon PE28 3DJ Tel: 01487 740745 E-mail: Steve.Criswell@huntingdonshire.gov.uk

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Councillor R Fuller	Executive Leader of the Council and Executive Councillor for Housing and Economic Development	8 Sarah Grace Court New Road St Ives Huntingdon PE27 5DS Tel: 01480 388311 E-mail: Ryan.Fuller@huntingdonshire.gov.uk
Councillor J A Gray	Executive Councillor for Strategic Finance	Vine Cottage 2 Station Road Catworth Huntingdon PE28 OPE Tel: 01832 710799 E-mail: Jonathan.Gray@huntingdonshire.gov.uk
Councillor D Keane	Executive Councillor for Corporate Services	1 Bells Villas Mill Street Houghton Cambridgeshire PE28 2BA Tel: 01480 467147 E-mail: David.Keane@huntingdonshire.gov.uk
Councillor J Neish	Deputy Executive Leader and Executive Councillor for Strategic Planning	7 Willow Green Needingworth St Ives Cambridgeshire PE27 4SW Tel: 01480 466110 E-mail: Jon.Neish@huntingdonshire.gov.uk

Councillor K Prentice	Executive Councillor for Leisure and Regulatory Services	2 Ushers Court 89 Great North Road Eaton Socon St Neots PE19 8EL Tel: 01480 214838 E-mail: Keith.Prentice@huntingdonshire.gov.uk
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Notice is hereby given of:

- Key decisions that will be taken by the Cabinet (or other decision maker)
- Confidential or exempt executive decisions that will be taken in a meeting from which the public will be excluded (for whole or part).

A notice/agenda together with reports and supporting documents for each meeting will be published at least five working days before the date of the meeting. In order to enquire about the availability of documents and subject to any restrictions on their disclosure, copies may be requested by contacting the Democratic Services Team on 01480 388169 or E-mail Democratic.Services@huntingdonshire.gov.uk.

Agendas may be accessed electronically at the [District Council's website](#).

Formal notice is hereby given under The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 that, where indicated part of the meetings listed in this notice will be held in private because the agenda and reports for the meeting will contain confidential or exempt information under Part 1 of Schedule 12A to the Local Government (Access to Information) Act 1985 (as amended) and that the public interest in withholding the information outweighs the public interest in disclosing it. See the relevant paragraphs below.

Any person who wishes to make representations to the decision maker about a decision which is to be made or wishes to object to an item being considered in private may do so by emailing Democratic.Services@huntingdonshire.gov.uk or by contacting the Democratic Services Team. If representations are received at least eight working days before the date of the meeting, they will be published with the agenda together with a statement of the District Council's response. Any representations received after this time will be verbally reported and considered at the meeting.

Paragraphs of Part 1 of Schedule 12A to the Local Government (Access to Information) Act 1985 (as amended) (Reason for the report to be considered in private)

1. Information relating to any individual
2. Information which is likely to reveal the identity of an individual
3. Information relating to the Financial and Business Affairs of any particular person (including the Authority holding that information)
4. Information relating to any consultations or negotiations or contemplated consultations or negotiations in connection with any labour relations that are arising between the Authority or a Minister of the Crown and employees of or office holders under the Authority

5. Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings
6. Information which reveals that the Authority proposes:-
 - (a) To give under any announcement a notice under or by virtue of which requirements are imposed on a person; or
 - (b) To make an Order or Direction under any enactment
7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

Huntingdonshire District Council
Pathfinder House
St Mary's Street
Huntingdon PE29 3TN.

- Notes:-
- (i) Additions changes from the previous Forward Plan are annotated ***
 - (ii) Part II confidential items which will be considered in private are annotated ## and shown in italic.

Subject/Matter for Decision	Decision/ recommendation to be made by	Date decision to be taken	Documents Available	How relevant Officer can be contacted	Reasons for the report to be considered in private (paragraph no.)	Relevant Executive Councillor	Relevant Overview & Scrutiny Panel
Community Chest Grant Aid Awards 2021/22	Grants Panel	2 & 30 March 2022		Claudia Deeth, Community Resilience Manager Tel No: 01480 388233 or email: Claudia.Deeth@huntingdonshire.gov.uk		S Bywater & S J Criswell	Customers & Partnerships
Community Infrastructure Levy Governance	Cabinet	17 Mar 2022		Claire Burton, Implementation Team Leader Tel No: 01480 388274 or email: Claire.Burton@huntingdonshire.gov.uk		J Neish	Performance & Growth
Parking: Agency Agreement for Civil Parking Enforcement in Huntingdonshire	Cabinet	17 Mar 2022		George McDowell, Parking Services Officer Tel No: 01480 388386 or email: George.McDowell@huntingdonshire.gov.uk		Mrs M L Beuttell	Customers & Partnerships

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Subject/Matter for Decision	Decision/ recommendation to be made by	Date decision to be taken	Documents Available	How relevant Officer can be contacted	Reasons for the report to be considered in private (paragraph no.)	Relevant Executive Councillor	Relevant Overview & Scrutiny Panel
Approach to Recovery - Shaping the Future	Cabinet	17 Mar 2022		Liz Smith, Programme Manager (COVID Recovery) Tel No: 07874 894924 email: Liz.Smith@huntingdonshire.gov.uk		S J Criswell	Performance & Growth
Landscape and Townscape Supplementary Planning Document***	Cabinet	17 Mar 2022		Natalie Elworthy, Assistant Planning Policy Officer Tel No: 01480 388434 or email: Natalie.Elworthy@huntingdonshire.gov.uk		J Neish	Performance & Growth
Market Towns Programme - Spring Update***	Cabinet	17 Mar 2022		Clara Kerr, Service Manager - Growth Tel No: 01480 388430 or email: Clara.Kerr@huntingdonshire.gov.uk		J Neish	Performance & Growth

Subject/Matter for Decision	Decision/ recommendation to be made by	Date decision to be taken	Documents Available	How relevant Officer can be contacted	Reasons for the report to be considered in private (paragraph no.)	Relevant Executive Councillor	Relevant Overview & Scrutiny Panel
Sale of Small Land Parcel***##	Cabinet	17 Mar 2022		Jackie Golby, Commercial Estates Manager Tel No: 01480 388725 or email: Jackie.Golby@huntingdonshire.gov.uk	3	J A Gray	Performance & Growth
Page 15 of 98 Penancy strategy	Cabinet	21 Apr 2022		Pamela Scott, Housing Strategy and Delivery Manager Tel No: 07874 887465 or email: Pamela.Scott@huntingdonshire.gov.uk		R Fuller	Performance & Growth
Cambridgeshire and Peterborough Combined Authority - Local Transport and Connectivity Plan	Cabinet	16 Jun 2022		Claire Burton, Implementation Team Leader Tel No: 01480 388274 or email: Claire.Burton@huntingdonshire.gov.uk		J Neish	Performance & Growth

Subject/Matter for Decision	Decision/ recommendation to be made by	Date decision to be taken	Documents Available	How relevant Officer can be contacted	Reasons for the report to be considered in private (paragraph no.)	Relevant Executive Councillor	Relevant Overview & Scrutiny Panel
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Public
Key Decision - Yes

HUNTINGDONSHIRE DISTRICT COUNCIL

Title: Parking: Agency Agreement for Civil Parking Enforcement in Huntingdonshire

Meeting/Date: Overview & Scrutiny 3rd March 2022

Executive Portfolio: Operations and Environment

Report by: Head of Operations

Ward(s) affected: All

RECOMMENDATION

The Overview and Scrutiny Panel is invited to comment on the 'Parking: Agency Agreement for CPE in Huntingdonshire' from the Cabinet report attached at Appendix A.

**Public
Key Decision - Yes**

HUNTINGDONSHIRE DISTRICT COUNCIL

Title: Parking: Agency Agreement for Civil Parking Enforcement in Huntingdonshire

Meeting/Date: Cabinet 17th March 2022

Executive Portfolio: Operations and Environment

Report by: Head of Operations

Ward(s) affected: All

Executive Summary:

The report proposes the adoption of the draft Agency Agreement to allow the progression of the decriminalisation of on-street parking offences in Huntingdonshire.

As at HDC, the draft Agency Agreement is being circulated to a wider audience at CCC for comment in line with the authorities' routes for approval and delegated powers.

This draft agreement will enable officers of both authorities to move forwards in the works to implement Civil Parking Enforcement. As the District are funding the implementation which includes the rectification of on-street issues due to lapsed CCC maintenance, having in place an agreement is a key step to ensure that HDC are not committing to spend without an agreement that is satisfactory to the District.

Recommended

That the Cabinet endorse the contents of the Agency Agreement proposed, subject to the final amendments being presented following the undertaken of the review by County Council Officers & Councillors required as part of CCC endorsement.

1. Purpose of the report

- 1.1. This report presents the draft Agency Agreement between Huntingdonshire District Council(HDC) and Cambridgeshire County Council(CCC) required for HDC to undertake the enforcement of on-street offences once parking within the district boundary has been decriminalised.
- 1.2. To present the status of the Implementation of CPE project (Appendix 3)

2. Background

- 2.1. In 2021, Scrutiny & Cabinet endorsed the recommendations to:
 - Update the Off-Street Parking Strategy 2018-2023 to enable the progression Decriminalisation of Parking in Huntingdonshire
 - Approve the two-year project 'Decriminalisation of Parking' in Huntingdonshire to be started from 1st April 2021 utilising the budget provision already made for the project with associated revenue implications.
 - Authorise Officers to seek an agency agreement with the Highways Authority, Cambridgeshire County Council, in line with recommendations (a) and (b) above.
- 2.2. Following endorsement by CCC at their Highways & Transport Committee September 2021, officers of both authorities have established a working group, with Huntingdonshire leading the drafting of the Agency Agreement between the two authorities.
- 2.3. The draft Agency Agreement is presented today.
- 2.4. HDC started a project to implement CPE in May 2021, the status of this project is green – on-schedule as set out in Appendix 3.

3. Analysis

- 3.1. The draft agreement attached:
 - Sets out an agreement for a 5-year initial period.
 - That CCC will be responsible for the ongoing signs & lines highways maintenance following implementation.
 - Includes a termination clause should CCC terminate which would require CCC to pay back to HDC the total investment made by HDC in the CPE process less 20% per year of complete operation (considered investment complete over the agreements initial 5-year term).
 - That HDC retain any enforcement surplus for a period of 5 years should it occur, which legally can be ringfenced and used to offset future deficit.
 - Confirms clearly (appendix 2) the responsibilities of both CCC & HDC.

- Conforms with the original approval given by Cabinet to proceed and the documents presented at that time.

3.2. Whilst CCC have been involved in the draft process, the draft document is now with CCC for circulation (as with HDC) to an audience wider than the working group. Whilst we have had questions to clarify, we have not received any objections. This document is working through officers and the relevant political channels. CCC will need to clarify the position to be added to the document should HDC wish to terminate the agreement early (section 4.4 of the agreement).

3.3. The draft agreement attached has been reviewed by 3C Legal. No areas of concern have been raised. A check will be undertaken of the final agreement by 3C Legal.

4. Comments of Overview & Scrutiny

4.1. The comments of the relevant Overview & Scrutiny will be included in this section prior to its consideration by Cabinet.

5. Risks

5.1. The project is being managed by officers at HDC in accordance with the Councils project management framework and the established project board. The project status is green with the project being on track with work progressing. A live risk register is in place with risk and mitigation identified. The project has a review booked in for April.

5.2. The Council has not committed spend to review all on-street signs and lines, or the associated remedial works to rectify at this time. This is part of the risk management approach to ensure that we are not committing spend (which historically would have been borne by CCC) until we have in place a satisfactory Agency Agreement.

6. Link to the Corporate Plan

6.1. The introduction of CPE in Huntingdonshire will support the Council's Vision:

To support a safe and healthy environment, deliver economic growth, provide value for money services and create opportunities for the people of Huntingdonshire.

6.2. CPE supports the delivery of Place objectives.

We want to make Huntingdonshire a better place to work, invest specifically:

Create, protect and enhance our safe and clean built and green environment, and;

6.3. Support development of infrastructure (transport) to enable growth.

7. Consultation

7.1. The Agency Agreement draft has been developed by the working group of officers of both HDC & CCC.

7.2. This draft is now subject to wider circulation at both authorities.

8. Legal Implications

8.1. This draft document has been reviewed by 3C Legal and no concerns raised. The final document which will include CCC termination clause and may include other amendments will be reviewed by 3C Legal prior to adoption & signing.

8.2. On-street enforcement is governed by the Traffic Management Act and associated stator guidance. This means that matters such as:

- enforcement policies are governed by statute with the lead authority being the Highway Authority.
- that Penalty Charge Notice (PCN) level is confirmed by the Highway Authority based on statutory levels set.

9. Reason for the recommended decisions

9.1. The Council must have in place an Agency Agreement to undertake on-street enforcement on behalf of the County Council.

9.2. The draft Agency Agreement conforms to the original approval for the CPE project given in 2021.

10. List of appendices

Appendix 1	Draft CPE Agency Agreement
Appendix 2	Draft CPE Agency Agreement Schedule 2
Appendix 3	Cabinet CPE Update Feb 2022

11. Background Papers

[Cabinet 11th Feb 2021 – Item 56 Civil Parking Enforcement](#)

12. Contact Officers

Name/Job Title: Neil Sloper - Assistant Director
Email: neil.sloper@huntingdonshire.gov.uk

Name/Job Title: George McDowell - Operations Manager
Email: george.mcdowell@huntingdonshire.gov.uk

DATED:

2022

**CAMBRIDGESHIRE COUNTY
COUNCIL**

and

**HUNTINGDONSHIRE DISTRICT
COUNCIL**

AGENCY AGREEMENT

**Relating to the provision of
Civil Parking Enforcement
in Huntingdonshire District**

Legal Services
Cambridgeshire County Council

???????

Cambridgeshire

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SCHEDULE 1 – Definitions

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PARTIES

1. **CAMBRIDGESHIRE COUNTY COUNCIL** of County Hall, ??????, Cambridgeshire ??? / (the “County Council”); and
2. **HUNTINGDONSHIRE DISTRICT COUNCIL** of ?????? Huntingdonshire, ????? (the “District Council”)

BACKGROUND

- a. The County Council and the District Council are local authorities as defined by Section 270(1) of The Local Government Act 1972, (the 1972 Act);
- b. For the purposes of The Road Traffic Regulation Act 1984, (the 1984 Act), the County Council is the Highway Authority for all roads in the County of Cambridgeshire (other than motorways and all-purpose trunk roads);
- c. The principal objective of Civil Parking Enforcement is to achieve compliance with The Traffic Management Act 2004, (the 2004 Act), to be self-financing and achieve integration between on-street and off-street parking management and enforcement within Cambridgeshire;
- d. The Functions which are the subject of this Agreement are functions of the Executive (as defined by The Local Government Act 2000, (the 2000 Act) and by virtue of Section 19 of the 2000 Act and the 2000 Regulations the Executive of a local authority may arrange for functions which are the responsibility of the Executive of that local authority to be discharged by another local authority or the Executive of another local authority;
- e. In accordance with these statutory provisions and in pursuance of the key objective of Civil Parking Enforcement in Cambridgeshire, the Executive of the County Council has authorised the discharge by the District Council of certain Functions of the County Council relating to Civil Parking Enforcement on roads and off-street car parks for which the County Council is responsible in the District Council's administrative area as set out in Clauses 5 and 6 of this Agreement upon the terms of this Agreement;
- f. The District Council is willing and has agreed to exercise these Functions on the County Council's behalf in pursuance of Section 101 of the 1972 Act;
- g. From xxx 2023, Huntingdonshire District is to be classified as a Civil Enforcement Area and Special Enforcement Area in accordance with the 2004 Act;
- h. The District Council acknowledge the powers delegated under this Agreement are non-transferable (and cannot be sub-contracted) without the express approval of the County Council;
- i. This Agreement has been entered into by the County Council by virtue of the decision of the

County Council's Cabinet Member dated XXX and by the District Council by virtue of the decision of the Cabinet Members on YYY.

SECTION 1 – PRELIMINARY

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the words and phrases set out in Schedule 1 shall have the meanings ascribed to them in Schedule 1.

1.2 In this Agreement:

1.2.1 time shall mean British Summer Time throughout the period during which such time is in force but otherwise shall mean Greenwich Mean Time;

1.2.2 a reference to any act of parliament, order, regulation, statutory instrument or the like shall include a reference to any amendment, modification or re-enactment of the same;

1.2.3 words importing one gender shall include the other; words in the singular shall include the plural and vice versa and word importing individuals shall be treated as importing corporations and vice versa;

1.2.4 clause headings and notes are for ease of reference only and do not affect the interpretation of the Agreement;

1.2.5 a reference to a clause, schedule, section, part or appendices is a reference to a clause, schedule, section, part or appendices within this Agreement unless expressly stated otherwise;

1.2.6 except where expressly stated otherwise, any decision, agreement, request, consent, approval (including whether performance is to the satisfaction of a party), action or other step of a similar nature (together "Approvals") required to be taken by a party shall be taken reasonably and in good faith and shall not be unreasonably withheld or delayed provided that it shall be reasonable to withhold or delay any such Approval if:

(i) the giving of such Approval would have a materially adverse effect on the proper discharge of the Functions, or

(ii) if in the reasonable opinion of the party from whom the Approval is sought the giving of such Approval by it would cause it to be in breach to any extent of any of its obligations to which it is subject under any Law.

1.3 The Schedules to this Agreement form part of this Agreement.

2. Commencement and Duration of Agreement

- 2.1 The Agreement shall commence on the Commencement Date and unless terminated earlier in accordance with the terms of this Agreement will remain in force for an initial period of five (5) years.
- 2.2 No later than twelve (12) Months before the end of the Initial Period the County Council may (in consultation with the District Council) agree with the District Council to extend the Agreement Period by a further period or periods of up to five (5) years (an "Extension").
- 2.3 Any such Extension shall be on the same or substantially the same terms and conditions as under this Agreement subject to any necessary changes that may be agreed.

3. Principles of Collaboration and Cooperation

- 3.1 The District and County Council agree to adopt the following principles of collaboration and cooperation when exercising the Functions and discharging the terms and conditions of this Agreement (Principles):
- a. collaborate and co-operate; in particular, but not limited to, cooperating with any consultation into and implementation of new parking technology(ies) to provide the delegated Functions;
 - b. be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities as set out in this Agreement;
 - c. be open. Communicate openly about major concerns, issues or opportunities relating to this Agreement;
 - d. learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - e. adopt a positive outlook. Behave in a positive, proactive manner;
 - f. adhere to statutory requirements and best practice. Comply with all applicable laws and standards;
 - g. act in a timely manner. Respond accordingly to requests for support and maintenance;
 - h. deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities of this agreement (having obtained required express approvals as defined in this Agreement); and
 - i. act in good faith to support compliance with these Principles.
- 3.2 There are many benefits to be gained from collaborative working including:
- a. efficiencies leading to reduced cost;
 - b. less duplication and a reduction in waste;
 - c. integration of teams and systems;
 - d. common strategies and objectives;
 - e. maximising innovation throughout the delivery model; and
 - f. mitigation of risk through joint management.

SECTION 2 – DELEGATION OF FUNCTIONS

4. Delegation and Agency

4.1 In exercise of the powers contained in Section 19 of the 2000 Act and the 2000 Regulations and in accordance with Section 101 of the 1972 Act and subject to the terms and conditions of this Agreement the County Council hereby authorises the District Council to discharge the County Council's Functions on behalf of the County Council within the District Council's administrative area.

4.2 Notwithstanding Clause 4.1 and as provided in Sections 19(4) and (5) of the 2000 Act nothing herein contained shall prevent the County Council from exercising the Functions provided that the County Council will not exercise any of the Functions except for some good and sufficient reason and then only after agreement with the District Council as to both the necessity for the action on the part of the County Council and as to the time when it will be exercised such agreement also to include when the Function will be handed back PROVIDED that such agreement shall not be necessary where the urgency of the situation in the reasonably held opinion of the County Council does not permit of such consultation.

4.3 Should the County Council terminate the agreement before the completion of the initial 5 years of the District acting as an agent, the County Council shall pay back to the District a proportion of the initial investment made by HDC which includes capital and revenue costs associated with completion of TRO mapping and digitisation, project management, remedial works and any other costs fairly associated with the implementation of CPE within the District incurred by the District Council. 100% of these costs will be owed by the County to the district, less 20% for each year of full operation. It shall be considered that following 5 years of operation as the agent, the district council will have no implementation costs owed back should the County terminate.

4.4 Notwithstanding Clause 4.1 hereof the District Council may in any particular case request the County Council to exercise any of the Functions in which case the County Council may in its discretion (acting reasonably) exercise the Function or Functions to the extent of the request and to the exclusion of the District Council.

4.5 In the event that the County Council exercises its rights in Clauses 4.2 and /or 4.3, and notwithstanding Clause 4.3, it shall fully and promptly indemnify the District Council against any and all losses claims demands liabilities or proceedings whatsoever and howsoever arising suffered or incurred by the District Council as a result of such exercise of the County Council's rights.

5. Functions

5.1 The Functions are:

5.1.1 the exercise of all duties and powers of the County Council pursuant or incidental to the provisions of: (i) Sections 72-76, Section 78-79 and Schedule 8 Part 2 of the 2004 Act as applied and amended by the Designation Order; (ii) Sections 63A, 101 and 102

of the 1984 Act as amended by the Designation Order, and (iii) the exercise of any other power given to the County Council pursuant to the Designation Order PROVIDED THAT the Functions shall not include any duties or powers of the County Council pursuant to Section 77 of the 2004 Act as amended by the Designation Order nor the functions of the Street Authority under the New Roads and Street Works Act 1991 and as the same are amended re-enacted consolidated or replaced from time to time; and

5.1.2 the exercise of any powers given to the County Council pursuant to any law for the management of the Huntingdonshire CPE save and except such powers vested in the County Council for the making and management of all Traffic Regulation Orders. The management of the Traffic Regulation Orders shall include a commitment of the County Council to maintain an up to date digital database that shall be made available to the District Council, with full access, to undertake the Functions so described in this agreement.

5.2 Without prejudice to the generality of Clause 5.1 it is declared that the Functions include:

5.2.1 the administration of Parking Schemes made by order of the County Council excluding the administration and collection of charges for Parking Permits. Huntingdonshire to have full access to the County Council Orders live permit database for enforcement and administration purposes. The County Council to ensure their IT system is to be compatible with the HDC chosen system by ensuring open API's for key data points.

5.2.2 HDC would undertake enforcement of any such permit schemes within the terms of this agreement. Should the County Council introduce new permit or on street charging schemes subsequent to this agreement, the level of enforcement of these needs to be considered by the County Council through consultation with the Districts Parking Services, the District Council may consider the introduction of these would incur more costs for the Districts, for which the additional revenue costs may be recharged to the County.

5.2.3 the maintenance of pay and display equipment and the collection of charges for on-street parking and parking in the County Council Off-Street Assets in accordance with the County Council defined procedures. Should either the County Council or HDC revert to fully cashless parking this element of the agreement to be the subject of amendment by variation using supplements to this agreement.

5.2.4 the issuing of Penalty Charge Notices (PCNs) and the collection of Penalty Charges in both the Civil Enforcement Area and Special Enforcement Area in accordance with the County Council defined procedures as agreed with HDC. For clarity the Functions **do not** include the enforcement and administration of moving traffic contraventions;

5.2.5 the dealing with the representations correspondence and appeals arising from the issuing of PCNs in accordance with the County Council defined procedures as agreed with HDC within a joint enforcement policy;

5.2.6 provision of a competent IT system, chosen by HDC, to deal specifically with CPE,

parking administration including the ability of the IT system to interact with all external parties required for the successful provision of the Functions.

5.2.7 the taking of steps to recover payments due, including instructing registered or certificated bailiffs (or enforcement agent). As all PCN, debt recovery income will be retained by HDC, then the recovery procedure will be a HDC procedure including the collection of European debt.

5.2.8 The exercise of the powers for immobilisation and the removal, recovery, storage and disposal of vehicles and collection of charges in connection with such activities in accordance with the County Council defined procedures will not form part of the Functions and this will be retained by the County Council as agreed with HDC within a joint enforcement policy;

5.2.9 the registration of debts at the appropriate County Court, including the making of any witness statements in accordance with HDC debt recovery procedures as the debt belongs to HDC.

5.3 Subject to Clause 9.2, to the extent that it is contractually entitled to do so, the District Council shall in consultation with the County Council, provide services in relation to any CPZ that may be introduced in Huntingdonshire by the County Council. This would be managed in accordance with the County Council's defined procedures as may be amended and revised from time to time by the County Council and issued to the District Council.

5.4 Subject to clause 5.3 the District Council shall carry out the Functions in clauses 5.1.2 and 5.2 relating to any such future Huntingdonshire CPZ in accordance with the County Council's defined procedures as may be amended and revised, in consultation with the District Council and issued to the District Council from time to time by the County Council.

6. Limitations on and Exceptions from Functions

6.1 The District Council shall not commence the exercise of powers under the 2004 Act for the immobilisation, removal, recovery, storage and disposal of vehicles and collection of charges in connection therewith in respect of the Functions until the County Council has given prior consent for the use of those powers (such approval not to be unreasonably withheld or delayed) and the District Council are satisfied (acting reasonably) that its implementation shall be cost neutral.

6.2 This Agreement does not confer upon the District Council, without the prior written consent of the County Council, the power or right to:

6.2.1 implement new pay and display schemes for on-street parking; or

6.2.2 make or manage Traffic Regulation Orders, provided that this Agreement shall not remove or otherwise limit any such powers or right as have otherwise been conferred on the District Council; or

6.2.3 alter or in any other way add to or remove from the on-street parking charges; or

6.2.4 implement new pay and display schemes for any County Council Off-Street Parking; or

6.2.5 alter or in any other way add to or remove from the County Council Off-Street Parking charges.

SECTION 3 – DISCHARGE OF FUNCTIONS

7. Exercise of Agency

7.1 This Agreement supersedes any and all agreements or understandings whether written or oral between the County Council and the District Council relating to the matters which are the subject of this Agreement.

7.2 In exercising the Functions, the District Council hereby agrees with the County Council that so far as practicable having regard inter alia to the District Council's rights and powers it shall discharge the Functions in accordance with the Service Level Agreement and any relevant guidance and have regard to and comply with all statutory and legislative requirements associated with the Functions.

7.3 Both the County Council and District Council will join the Parking and Traffic Regulations Outside London Adjudication Joint Committee in order to provide the adjudication facility required by the 2004 Act and the District Council will operate and administer an appeals procedure to the Parking Adjudicators appointed by the Adjudication Service.

7.4 The County Council and the District Council hereby warrant and represent each to the other that it has full capacity and power to enter into this Agreement and that in doing so it has complied with all applicable Laws and accordingly it will fully and promptly indemnify the other party against all costs losses expenses claims demands or proceedings suffered or incurred by that party as a result of inaccuracy to any extent of the warranty and representation contained in this clause.

8. Operational Arrangements

8.1 The District Council will, in collaboration with the County Council for the on street element, devise an operational parking enforcement policy and will obtain the prior approval of the County Council to any material amendment to this policy which may in any manner affect the Functions (such approval not to be unreasonably withheld or delayed).

8.2 The County Council in consultation with the District Council, reserves the right to establish a standard countywide requirement for the uniform(s) to be worn by the Civil Enforcement Officers in the course of their duties in accordance with guidance issued by the Department for Transport.

8.3 The logo of the District Council will be required to be displayed on all Civil Enforcement Officer's uniforms and all stationery relating to the carrying out of the Functions.

8.4 The logos of the County Council and the District Council will be required to be displayed on the PCNs.

- 8.5 As the Highway Authority, the County Council will remain the Order-making Authority for on-street Traffic Regulation Orders and for the County Council's Off-Street Parking, with the District Council retaining responsibility for making any other off-street orders subject to the necessary approval of the County Council.
- 8.6 As the Highway Authority, the County Council will remain responsible for all physical and digital records of Orders with the District Council to be granted for the purpose of enforcing and administering CPE and for no other reason. The District Council will not be permitted to alter in any way the order records provided by the County Council. The County Council commits to ensuring that the Order records are kept up to date and accurate for use by the District Council.
- 8.7 The County Council retains the right to alter the full and/or discounted monetary amount of on-street Penalty Charges in consultation with the District Council and subject where necessary to the approval of the Secretary of State.
- 8.8 The County Council retains the right in consultation with the District Council to set the level of on-street parking charges including residents' and other Parking Permits but shall in doing so have regard to the provisions of Section 5 (Financial Arrangements) and any other relevant provisions of this Agreement.
- 8.9 Any reduction of the charges pursuant to clause 8.6 shall be cost neutral to the District Council.
- 8.10 The Parking Schemes will be operated in accordance with the relevant Traffic Regulation Orders. On-street Parking Permits will be issued by the County Council and only in accordance with the County Council's procedures for managing any CPZs issued by the County Council and notified to the District Council from time to time.
- 8.11 The County Council will be responsible for all on-street signs and lines maintenance work. Where a safety issue is noted by the District Council it shall notify the County Council and only undertake emergency safety works on approval from the County Council.
9. **Review of Operational and Other Functional Arrangements**
- 9.1 The parties shall on the first and fourth anniversaries of the Commencement Date undertake a full review of this Agreement with particular reference to the costs, income, expenditure and effectiveness of the arrangements during the preceding period of the Agreement, and with the intention, on the fourth anniversary, of agreeing an extension thereof before the end of the Initial Period.
- 9.2 Notwithstanding the general review provisions in Clause 9.1 the County Council will annually formally review with the District Council the District Council's discharge of the Functions and the operation of this Agreement and any agreed changes both financial and operational will be recorded as a Variation to this Agreement. HDC retain the right to levy an increase in charges to the County Council for work over and above this agreement as a result of the introduction or amendment of restrictions / schemes or amendments to this agreement by the County Council
- 9.3 The District Council will take all reasonable steps to avoid any conflict between its own

requirements and those of the County Council as traffic authority in relation to the discharge of the Functions. In the event of any such conflict arising in this regard the matter will be resolved in accordance with the Dispute Resolution Procedure.

SECTION 4 –INDEMNITIES AND INSURANCE

10. Indemnities

- 10.1 The County Council shall be responsible for and shall indemnify the District Council against all and any claims for compensation (including the ancillary costs incurred by the successful claimant and the District Council) arising from the exercise of the Functions but this shall not apply where the District Council is proven to be negligent in discharging the Functions and such negligence has directly caused the circumstances leading to the claim for compensation.
- 10.2 The District Council shall use all reasonable endeavors to undertake the Functions in such a way as to minimise third party claims for compensation damages or otherwise or any legal liability arising in connection with or incidental to the carrying out of the Functions through the negligence default acts or omissions of the District Council or its employees' agents or contractors.
- 10.3 Subject to clause 12 the District Council shall indemnify the County Council against any claim made against the County Council as a result of a negligent act or negligent omission by the District Council or its employees and contractors in discharging the Functions and such negligence has directly caused the circumstances leading to the claim for compensation.
- 10.4 As the Highway Authority, the County Council retain full responsibility and liability for the Highway in totality including but not limited to on street furniture, assets and condition of the highway within the District Council. The District Council can not be held liable in the event of all and any compensation claim against the County Council arising from negligence by the County Council in maintaining the Highway and assets.

11. Insurances

- 11.1. Notwithstanding and independently of the District Council's obligations in this Agreement, the District Council shall maintain at its own expense public liability insurance throughout the period of this Agreement. The level of cover per incident under such policy at the date of this Agreement shall be at least ten million pounds (£10,000,000) (even in the situation that the District Council's general policy for public liability insurance is amended).

12 Conduct of Claims

- 12.1 This clause 12 shall apply to the conduct, by a party from whom an indemnity is sought under this Agreement, of claims made by a third person against a party having (or claiming to have) the benefit of the indemnity. The party having, or claiming to have, the benefit of the indemnity is referred to as the "Beneficiary" and the party giving the indemnity is referred to as the "Indemnifier". Accordingly:
- 12.2 In the event that the Beneficiary receives any notice, demand, letter, or other document concerning any claim arising from the discharge the purported discharge or the failure to discharge the Functions or any of them from any third party it shall notify the Indemnifier of the claim as soon as reasonably practicable and in any event within twenty (20) Working Days

of receipt of the same.

12.3 The Indemnifier shall (subject to it giving to the Beneficiary an indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the claim in the name of the Beneficiary at the Indemnifier's own expense and take conduct of any defence, dispute, compromise, or appeal of the claim and of any incidental negotiations. The Beneficiary shall give the Indemnifier all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.

12.4 With respect to any claim conducted by the indemnifier pursuant to clause 12.3:

12.4.1 the Indemnifier shall keep the Beneficiary fully informed and consult with it about material elements of the conduct of the claim;

12.4.2 the Indemnifier shall not bring the name of the Beneficiary into disrepute; and

12.4.3 the Indemnifier shall not pay or settle such claims without the prior consent of the Beneficiary, such consent not to be unreasonably withheld or delayed.

12.5 The Beneficiary shall be free to pay or settle any claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Agreement if:

12.5.1 the Indemnifier is not entitled to take conduct of the claim in accordance with clause 12.3; or

12.5.2 the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant claim within twenty (20) Working Days of the notice from the Beneficiary under clause 12.2; or

12.5.3 the Indemnifier fails to comply in any material respect with the provisions of clause 12.4.

12.6 The Beneficiary shall be free at any time to give notice to the Indemnifier that it is retaining or taking over (as the case may be) the conduct of any defence, dispute, compromise or appeal of any claim (or of any incidental negotiations) to which clause 12.3 applies. On receipt of such notice the Indemnifier shall promptly take all steps necessary to transfer the conduct of such claim to the Beneficiary, and shall provide to the Beneficiary all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.

13. **Limitation of Liability**

13.1 In respect of any claims of liability arising out of the willful default of the District Council its employees, agents or contractors, the District Council's liability for all reasonably foreseeable loss suffered by the County Council as a result of the default giving rise to the claim, shall be a maximum of £10,000,000 (ten million pounds).

13.2 Notwithstanding any other provision of this Agreement neither party shall be liable to the other party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with this Agreement which shall include, without limitation, any loss of or damage

to profit, revenue, contracts, anticipated savings, goodwill or business opportunities.

- 13.3 Subject always to the other provisions of this clause, the provisions of Clause 13.2 shall not be taken as limiting the right of either party to claim from the other for additional operational and administrative costs and expenses resulting directly from the default including negligence of the other party.
- 13.4 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.
- 13.5 Where under this Agreement one party (for the purposes of this clause, the “Payer”) is liable to reimburse the other (for the purposes of this clause, the “Beneficiary”) for any costs or expenses suffered or incurred by the Beneficiary the Payer’s liability shall be limited to those costs and expenses that have been reasonably incurred by the Beneficiary provided that:
- 13.5.1 the provisions of this clause 13.5 shall not apply to any costs that are the subject of clause 13.1 or any loss or damage to which sub-clause 13.4 relates and
- 13.6 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for death or personal injury.

SECTION 5 – FINANCIAL ARRANGEMENTS

14. General Principles

- 14.1 The parties declare their intention that the discharge of the Functions shall be cost neutral to the County Council for the duration of the agreement, save for the management of the Orders, permit schemes and signs and lines provision and maintenance, by the County Council, and accordingly the District Council shall be fully responsible for and shall fully and promptly indemnify the County Council against all costs expenses and liabilities whatsoever suffered or incurred by the County Council during this period arising directly in relation to the discharge of the Functions or any of them including without limitation:
- 14.1.1 any costs and expenses incurred whether directly or indirectly in relation to the management and administration of this Agreement in relation to the Functions and the performance of its obligations hereunder
- 14.2 Without prejudice to the County Council’s obligations in clause 14.1:
- 14.2.1 the District Council shall use all reasonable endeavours and the County Council shall use all reasonable endeavours to ensure that the Functions shall so far as possible be run efficiently and economically with the aim to make the discharge of the Functions totally self-financing and cost neutral to the County Council;
- 14.2.2 any integrated operation between on-street parking and off-street parking enforcement shall be kept financially separate from any future CPZ income, each of which is to be recharged by the District Council to the appropriate cost centre;
- 14.2.3 the costs of management of future CPZ elements of the discharge of the Functions shall be borne by the County Council;

- 14.2.4 the costs of the on-street enforcement and administration element of the discharge of the Functions shall be ultimately met by the District Council if such costs are not otherwise satisfied using available resources in the Joint Enforcement Account. Additional costs may be agreed as a result of the introduction by CCC of new TRO's/MTO's. These will be paid by CCC in addition to this agreement.
 - 14.2.5 the costs of the District Council's off-street parking enforcement, including the processing of PCNs and recovery of Penalty Charges, shall be met by the District Council if such costs are not otherwise satisfied using available resources in the Joint Enforcement Account (see clause 16.1 below).
- 14.3 The accounts specified in sub-clauses 14.3.1 and 14.3.2 shall be maintained by the District Council as separate accounts in respect of the income and expenditure relevant to this Agreement:
- 14.3.1 the District Council's on-street parking account; and
 - 14.3.2 the Joint Enforcement Account

15. **Huntingdonshire District Council On-street Parking Account**

15.1 The District Council shall establish and maintain an account to be known as the Huntingdonshire District Council On-Street Parking Account which shall include the following income and expenditure items:

Income	Expenditure
<ul style="list-style-type: none"> • Income from management of any future CPZ • Income from on-street pay and display machines • Income from the County Council off-street assets • Additional funding from CCC to cover costs over and above this initial agreement as a result of CCC requests. 	<p>The District Council’s costs attributable to the discharge of the Functions in connection with on-street parking (and County Council, off-street assets) including, when requested by the County Council, any costs of emergency maintenance of traffic signs and road markings.</p> <p>The District Council’s costs to administer (not enforce which will be covered from PCN income) the on street pay and display areas, including machine maintenance, collection and banking charges including mobile transaction charges.</p> <p>Cross-subsidy by HDC as required to make good any deficit in the on-street parking section of the Joint Enforcement Account.</p> <p>Other expenditure authorised by the County Council and permitted under the 2004 Act (as amended) including any additional work as a result of the introduction of new schemes/ TRO’s such as increased pay and display areas.</p>

15.2 By the end of the first quarter following the end of a financial year the District Council shall submit an annual financial summary to the County Council which will be invested in maintenance of sign/lines within the district.

15.3 For the avoidance of doubt, the provisions of this clause 15 shall be without prejudice to and shall not in any way or to any extent limit, diminish, obviate, reduce or extinguish the County Council’s obligations in clauses 14 and 20.

15.4 All annual financial summaries, submitted by the District Council, in accordance with clause 15.2, shall include the following information:-

15.4.1 the period to which the summary relates;

15.4.2 the District Council’s full business name and address; and

15.4.3 the name and address of the County Council.

15.4.4 A detailed breakdown of the services provided and the associated costs and income.

16. **Joint Enforcement Account (on street).**

16.1 The District Council shall establish a Joint Enforcement Account (on street), which shall include the following items:

Income	Expenditure
<ul style="list-style-type: none">• PCN income actually received by the District Council split between on and off street. This amount shall not include PCN's which have been issued but in respect of which payment of any penalty charge has not been received by the District Council.• Legal and other fees and costs recovered (on street)• Any income which is the subject of clause 14.3.2	<ul style="list-style-type: none">• The costs of the District Council in discharging the Functions relating to the enforcement and administration other than that of on-street paid for parking on the terms of this Agreement• Legal and other fees and costs on street, provided that any such amounts are subject to the express prior consent of the County Council, such consent not to be unreasonably withheld.

16.2 Income to and expenditure from the Joint Enforcement Account shall be recorded in such manner by the District Council as to separately identify on-street and off-street Income and Expenditure Items by the recording of such items to either the on-street sub-section of the Joint Enforcement Account ("On-Street Sub-Section") or the off-street sub-section of the Joint Enforcement Account ("Off-Street Sub-Section") thereby enabling the origin of any surpluses or deficits to be apportioned and the parties to fulfil both the requirements of the 2004 Act and their respective financial reporting obligations to the Secretary of State.

16.3 In the event that the Joint Enforcement Account is in deficit, the District Council shall make good any deficit to the Joint Enforcement Account.

16.4 Any surplus or deficit in the Joint Enforcement Account will be retained or covered by the District Council.

16.5 Any surplus in the on-street section of the Joint Enforcement Account will be held by the District Council will be held on a rolling 5 year account and any surpluses gained with that 5 year period are used in the first instance to offset deficits accrued.

16.6 Any deficit in the on-street section of the Joint Enforcement Account shall be met by the District Council.

16.7 Any deficit in the District Council's off-street section of the Joint Enforcement Account shall be met by the District Council.

16.8 Any surplus in the District Council's off-street section of the Joint Enforcement Account shall accrue to the District Council.

16.9 For the avoidance of doubt, the provisions of this clause 16 shall be without prejudice to and shall not in any way or to any extent limit, diminish, obviate, reduce or extinguish the District Council's obligations in clause 14.1.

16.10 At the end of the final year of this Agreement the District Council shall submit to the County Council of costs and agree amounts should invoices need to be raised. Any invoices shall be paid by the respective Council within 30 days of its receipt. The provisions of this clause 16.13 shall survive the expiry or early termination of this Agreement. Should this Agreement be extended (to be agreed prior to end of the agreement) then this process will be as previous years.

17. **Annual Budget**

17.1 In discharging the Functions, the District Council shall use its reasonable endeavours to discharge the Functions as efficiently and in the most cost effective manner.

17.2 Notwithstanding Clause 9.2, should the County Council increase the need for enforcement over and above this initial agreement, due to the introduction of new Traffic Orders or CPZ's or to increase the number of visits, then a variation order/agreement will be required from the County Council agreeing to cover any increase in costs to the District Council to ensure any increases are cost neutral to the District Council. These costs will be recorded on the joint enforcement account.

18. **Annual Reconciliations**

18.1 By the end of the first quarter of the following Financial Year the District Council shall send to the County Council a reconciliation (each such reconciliation being an "Annual Reconciliation") in accordance with clause 18.5 below in respect of each Account detailing individual Income and Expenditure Items and the total of all Income and Expenditure Items over the course of the preceding Financial Year and which, under the terms of this Agreement, fail to be accounted for in the Accounts.

18.2 Each Annual Reconciliation shall detail actual Income and Expenditure Items to have affected the Accounts during the preceding Financial Year.

18.3 Each Annual Reconciliation shall include a closing balance for each of the Accounts and a comparison of that closing balance against the relevant Annual Budget used to determine the Agreed On-Street Annual Costs and the Agreed Off-Street Annual Costs.

18.4 Within 30 days of the Expiry Date the District Council shall submit to the County Council a final reconciliation ("Final Reconciliation") which shall include all the same information required to be included in an Annual Reconciliation together with an invoice for any sum due to it from the County Council under the terms of this Agreement. Payment may be due if CCC introduce new TROs, CPZ's and they cost more to enforce/ manage than any income they generate to the District Council. These costs are extra to this Agreement and the District Council is entitled to claim for any deficits generated as a result of such increases.

18.5 Within 30 days of the date on which the District Council submits an Annual Reconciliation or a Final Reconciliation to the County Council the District Council shall notify the County Council of the balance in the On-Street Sub-Section of the Joint Enforcement Account and the District Council shall retain any surpluses under the terms of this agreement.

18.6 Any Annual Reconciliation or a Final Reconciliation prepared in accordance with this Agreement shall reflect the following policies:

18.6.1 the parties shall agree how the actual costs of enforcement are to be apportioned between the On-Street Sub-Section and the Off-Street Sub Section of the Joint Enforcement Account for the purposes of the Annual Reconciliation.

18.6.2 any Annual Reconciliation or Final Reconciliation shall clearly detail the amount of any cross-subsidy of either sub-section of the Joint Enforcement Account.

18.6.3 any surplus or deficit shall be dealt with in accordance with the remaining provisions of this Agreement.

19. **Management Information**

19.1 In addition to any other information, it is required to provide under the terms of this Agreement (including any reconciliation), the District Council shall provide to the County Council on a Monthly basis the following up-to-date and accurate management information:

19.1.1 In relation to the on-street parking enforcement under the terms of this agreement, details of all income received, the number of contraventions, the numbers of PCNs issued, the proportion of income received in connection with issued PCNs, the proportion of PCNs cancelled and income from pay and display machines;

19.1.2 In connection with on-street parking, details of all income received including details of the origin of that income, such as pay and display.

19.1.3 Data relating to the performance of the District Council in meeting its objectives under the terms of this Agreement, including a review of performance carried out by reference to the terms of the Service Level Agreement; and

19.1.4 Any other information required by the County Council from time to time and reasonably available to the District Council in connection with the discharge of the Functions during the preceding Month, in a format agreed by the parties from time to time.

20. **Annual Statements of Account**

20.1 The District Council shall in respect of each Financial Year prepare separate statements of Income and Expenditure Items in respect of each of the Accounts ("Annual Accounts"). Such Annual Accounts shall be prepared as soon as practicable after the end of the Financial Year to which they relate and shall be submitted by the District Council by the end

of the first quarter of the following financial year to the County Council to which relevant accounts relate. Such Annual Accounts shall be drawn up in accordance with the policies and practices of the Chartered Institute of Public Finance and Accountancy.

20.2 Following the submission of the Annual Accounts the District Council shall cause them to be audited ("Audited Annual Accounts") as soon as practicable and will provide to the County Council a certified copy of such Audited Annual Accounts.

20.3 Each Party shall make the records relating to the Annual Accounts available for inspection by the other party and/or the internal and external auditors of that other party and access to the relevant records offices people and information technology systems will be made available by each party to the other at reasonable times on reasonable prior notice.

20.4 Each party shall as and when requested by the other to do so provide to the other or any of the other's internal or external auditors any and all records data documents accounts and other information the other may request in order for the other to satisfy itself that the party to whom the request is made has complied with its obligations in clauses 15, 16 and 17.

21 Other Financial Matters

21.1 The parties agree that they will have proper regard to the objective of making the Functions self-financing as soon as practicable when:

21.1.1 considering the District Council's budget for the discharge of the Functions; or

21.1.2 any approval is to be given under this Agreement; or

21.1.3 taking any steps affecting the Functions.

21.2 The District Council shall pay the Adjudication Service Levy as set by the Adjudication Service or imposed by statute directly to that organisation and the levy (Traffic Penalty Tribunal) relating to PCNs issued for on-street parking.

21.3 The parties shall co-operate with each other in the preparation and submission of any accounts required to be submitted to the Department for Transport and/or the Home Office or any successor body to either pursuant to the 2004 Act.

SECTION 6 – PERSONNEL

22. Personnel

22.1 The District Council shall ensure that all Civil Enforcement Officers, and their Supervisors, are of suitable character and are appropriately qualified, experienced and trained in the area of work which they are to perform including the provision of a satisfactory relevant checks for all Civil Enforcement Officers and their Supervisors who are in uniform engaged in providing

the Functions and who have direct contact with the public

- 22.2 The District Council agree to comply with any reasonable guidance or advice provided by the County Council, by reference to either parties policies in connection with the safeguarding of children and vulnerable adults.
- 22.3 In addition to compliance with the general policy, the District Council warrants that at all times throughout the duration of this Agreement, the District Council have no reason to believe - that any person who is employed or engaged by the District Council in the provision of the Functions is barred from any activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012) and any regulations made thereunder or as amended from time to time.
- 22.4 Throughout the duration of the Agreement, the District Council shall not employ or use the services of any person who is barred from or whose previous conduct or records (where the District Council is aware of such previous conduct or records) indicate that he or she would not be suitable to carry out any of the Functions to be supplied under this Agreement or any Regulated Activity (as defined in Part 1 of Schedule 5 to the Safeguarding Vulnerable Groups Act 2006 as amended), or, it has been established through checks conducted by the District Council, may otherwise present a risk to children or vulnerable adults that he/she may come into contact with during the term of this Agreement.
- 22.5 In performing its obligations under this Agreement, the District Council will comply with the Modern Slavery Act 2015.

23. **Equal Opportunities and Human Rights**

- 23.1 The District Council shall comply with its obligations relating to equal opportunities and human rights.

24. **TUPE**

- 24.1 Prior to the instigation of civil parking enforcement, on-street enforcement is not undertaken by either authority. Should the contractual arrangement between the two authorities cease, TUPE should be considered where applicable at that time
- 24.2 The County Council and the District Council agree that where the identity of a provider (including the County Council) of any service which constitutes, or which will constitute one of the services to be performed in the discharge of the Functions is changed in anticipation of or changes pursuant to or upon expiry or termination of this Agreement then the change in the identity of such provider may constitute a Relevant Transfer.

SECTION 7 – TERMINATION

25. **Expiry**

- 25.1 This Agreement shall terminate on the Expiry Date unless it shall have been terminated earlier in accordance with the provisions of this Agreement.

26. Termination

- 26.1 Without prejudice to clause 26.2 to allow for succession planning in the event that either party wishes to terminate this agreement at any time prior to the completion of the Initial Period and any Extensions it shall give to the other party a minimum of 12 Months' notice in writing provided that in the event that any Extension has been made for a period of less than 12 Months the period of notice required to terminate this Agreement shall be not less than half the duration of such Extension.
- 26.2 This Agreement may be terminated by either party giving to the other three (3) Months' notice expiring at any time if the other party commits a material breach of the terms of the Agreement PROVIDED that prior to the service of such notice there has been a reasonable attempt by the parties to resolve any dispute between them arising from such breach or the allegation of such a breach.
- 26.3 In the event that any breach in respect of which a notice to terminate has been served pursuant to clause 26.2 has been remedied by the breaching party before the expiry of 30 days from the date of such notice the notice shall thereupon be and be deemed to have been withdrawn and this Agreement shall continue in full force and effect as if such notice had never been served.
- 26.4 Where the Agreement is terminated pursuant to Clause 26.1 the County Council shall be fully responsible for and shall fully and promptly indemnify the District Council against all costs and expenses and liabilities whatsoever suffered or incurred by the District Council arising directly in relation to the discharge of the Functions limited to a 12-month notice period.

27. Consequences of Expiry or Termination

27.1 In the event of termination however and whenever occurring:

27.1.1 the parties shall:

- 27.1.1.1 fully co-operate in terminating, modifying, restructuring, assigning or novating contractual arrangements entered into to mutual advantage and properly and timeously execute any documents necessary;
- 27.1.1.2 enter into such arrangements with each other as they may agree concerning the ownership and control of assets acquired, if any, particularly where such assets may have been acquired for use by third parties;
- 27.1.1.3 use their reasonable endeavours to agree an amicable financial settlement between them;
- 27.1.1.4 immediately transfer or return any property including data belonging wholly to the other party, to that other party or in the event that any such property comprises information reports analysis studies or data of any description and belongs jointly to the parties provide to the other party a copy of such property;
- 27.1.1.5 enter into a new agreement to disaggregate the parking enforcement functions to enable the County Council to perform its enforcement and administration functions relating to on-street parking and the District Council to perform its enforcement and administration functions relating to off-street parking;

- 27.1.1.6 continue under the terms of this agreement with regard to the PCNs issued by the District Council prior to the termination of this agreement.

SECTION 8 - DISPUTE AVOIDANCE AND DISPUTE RESOLUTION

28. Referral to Officers, Chief Executives and Leaders

- 28.1 Subject to the provisions of Clause 28.2, any dispute arising under, or in connection with this Agreement (“Dispute”) shall be dealt with in accordance with this Clause 28 and neither party shall be entitled to commence or pursue any legal proceedings under the jurisdiction of the courts in connection with any such dispute until the procedures set out in this Clause 28 have been exhausted.
- 28.2 Clause 28.1 shall be without prejudice to the rights of termination stated in Section 7.
- 28.3 All disputes between the parties arising out of or relating to this Agreement shall in the first instance be referred to the Authorised Officer of both parties who shall attempt in good faith to resolve the dispute.
- 28.4 Where the Authorised Officers do not within ten (10) Working Days (or such longer period as the parties may agree) of notification of a Dispute achieve a solution acceptable to both parties, and provided no right of termination has been exercised, then the matter shall be referred to the Chief Executives of both parties who shall endeavour to meet promptly, and in any event within fifteen 15 Working Days of the referral to them of the Dispute, and shall in good faith discuss and seek to resolve the dispute.
- 28.5 In the event of an unresolved Dispute between the Chief Executives the matter in Dispute shall be referred for resolution to the Leaders of each of the parties who may be advised by their respective Chief Executives, Authorised Officers or any other person.

29. Mediation and Litigation

- 29.1 If any Dispute has not been resolved pursuant to the provisions of Clause 28.5 within fifteen (15) Working Days of the date on which it is referred for resolution under the said clause 28.5, that Dispute may be referred by either party to a mediator (the “Mediator”) to be appointed by the Centre for Effective Dispute Resolution in England .
- 29.2 The Mediator shall determine the rules and procedures by which the mediation shall be conducted save that:
- 29.2.1 each party shall be entitled to make a written statement of its case to the mediator prior to the commencement of the mediation provided that such statement shall be provided to the mediator not less than 14 days or such other period as may be agreed by the mediator before the mediation is to commence; and

- 29.2.2 within 14 days of the conclusion of the mediation the mediator shall provide a written report to the parties which report shall set out the nature of the dispute and the nature of its resolution if any.
- 29.3 The Mediator shall be entitled to be paid his reasonable fee which shall be paid by the County Council from the Joint Enforcement Account.
- 29.4 Other than in respect of emergencies neither party shall be entitled to commence litigation procedures until the completion of the mediation in accordance with this clause.
- 29.5 Unless this Agreement has been terminated each party shall continue to perform its obligations under this Agreement notwithstanding the existence or subject of a Dispute.

SECTION 9 – GENERAL

30. Confidentiality

- 30.1 No party to this Agreement shall, without the prior written consent of the other party, at any time hereafter (including after termination or expiry of this Agreement) make use of for its own purposes or disclose, reveal to or discuss with any person this Agreement or any information contained therein or any documents, information or material provided pursuant to or in contemplation of this Agreement or any document or information provided or prepared pursuant to or in contemplation of this Agreement, all of which information shall be deemed to be confidential ("Confidential Information"), and the parties shall treat all Confidential Information as strictly private and confidential except insofar as is necessary for the parties to publish or otherwise disclose information in order to comply with its duties under the Information Acts or as otherwise set out in 30.2 below.
- 30.2 The obligations of the parties under 30.1 shall not apply to:
- 30.2.1 information, which at the time of disclosure is in the public domain;
 - 30.2.2 information, which is or was lawfully in the possession of or becomes available to the parties from a source other than the parties provided that the source of such information was not subject to any agreement or other duties relating to confidential information;
 - 30.2.3 any disclosure of information required by law or the order of any court of competent jurisdiction or under the conditions of any governmental or regulatory authority; or
 - 30.2.4 any disclosure of information by the parties to their legal, financial or other professional advisers provided that such advisers have been informed by the parties in advance of its confidential nature.
- 30.3 Nothing in this clause 30 shall prevent either party from using data processing techniques,

ideas and know-how gained during the performance of this Agreement in the furtherance of its normal business, to the extent that this does not relate to a disclosure of Confidential Information or an infringement by either party of any Intellectual Property Right.

30.4 Nothing in this clause 30 shall require any party to carry out any act which would put it in breach of any law, court order or banking or other regulatory requirement.

30.5 Each party shall fully and promptly indemnify and keep indemnified the other party against all action, claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of any breach by such party of this Clause 30.

31. Provision of Statistical Information, Accounts & other Documents

31.1 Each Party shall make available to the other such relevant statistical information within its possession as the other party, as a public body, may from time to time reasonably require and the timetable for this shall be as set out in the Service Level Agreement (appended at Schedule 3 to this Agreement).

31.2 Without prejudice to any provision in this Agreement requiring the keeping of records, the supply of statistics, or the provision of information, each party shall keep such other records and details of or concerning discharge of the Functions and the performance of their respective obligations under this Agreement as the other party may by notice in writing require and shall produce or provide copies of such records and details to the other party as, when and in such form as that other may reasonably require. The Parties agree a retention period for such records of six (6) years.

31.3 Without prejudice to any provision in this Agreement each party shall keep and maintain all necessary information and shall provide all necessary assistance to enable the other party to complete all necessary official returns or statistics of which the providing party has notice and which are related to the Functions.

31.4 Each party shall provide the other such assistance and information as the other party may require to enable that other party to properly allocate such expenditure as it may incur in relation to the discharge of the Functions or under this Agreement between its various budgets.

32. Freedom of Information

32.1 The District Council acknowledges that the County Council is subject to the requirements of the Information Laws and shall assist and fully and promptly cooperate with the County Council to enable the County Council to comply with its information disclosure obligations.

32.2 The District Council shall or shall procure that its Sub-contractors (where applicable) shall:

32.2.1 transfer to the County Council all requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a request for Information;

32.2.2 provide the County Council with a copy of all Information in its possession or power in the form that the County Council requires within five (5) Working

Days (or such other period as the County Council may reasonably specify) of the County Council's request; and

- 32.2.3 provide all necessary assistance as reasonably requested by the County Council to enable the County Council to respond to the request for Information within the time for compliance set out in the Information Laws.
- 32.3 In no event shall the District Council respond directly to a request for Information unless expressly authorised to do so by the County Council.
- 32.4 Where the County Council receives a request for Information relating to this Agreement, the District Council or the Services that the County Council reasonably considers to be commercially sensitive and/or confidential it shall not disclose the same without first:
- 32.4.1 notifying the District Council in writing; and
- 32.4.2 allowing the District Council, a reasonable opportunity (taking into account timescales set by Law) to make representations to the County Council as to disclosure of such information.
- 32.5 The District Council acknowledges that (notwithstanding the provisions of clause 32.4) the County Council may, acting in accordance with the Department of Constitutional Affairs' "Code of Practice on the Discharge of the Functions of Public Authorities" under Part 1 of the Freedom of Information Act 2000 ("the Code") or any such other relevant code or guidelines and any directions of the Information Commissioner, be obliged under the Information Laws to disclose Information concerning this Agreement, the District Council or the Services:
- 32.5.1 in certain circumstances without consulting the District Council; or
- 32.5.2 following consultation with the District Council and having taken their views into account,
- provided always that where clause 32.5.1 applies the County Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the District Council advanced notice or failing that, to draw the disclosure to the District Council's attention after any such disclosure.
- 32.6 The County Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement, or any other agreement whether the commercially sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Information Laws.
- 32.7 Subject to the District Council's legal obligations (including under the Data Protection Legislation), the District Council shall at no additional cost to the County Council ensure that all information is retained for disclosure in accordance with the requirements for the keeping of records under this Agreement and shall permit the County Council to inspect such records as requested from time to time.
- 32.8 In the event that the District Council incurs or would incur costs in actively locating, retrieving

and extracting Information in assisting the County Council to respond to a request for Information, the District Council must inform the County Council of such likely costs and the County Council will inform the District Council in writing whether or not it still requires the District Council to assist with complying with the request. If the County Council informs the District Council to proceed with the request, the County Council will reimburse the District Council for such costs as the District Council incurs to the extent that it is itself entitled to reimbursement of such costs in accordance with the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.

32.9 The District Council acknowledges that the commercially sensitive Information identified to the County Council, if any, is of indicative value only and that the County Council may be obliged to disclose it in accordance with clause 32.5.

33. **Intellectual Property Rights**

33.1 Save as expressly granted under this Agreement, neither the County Council nor the District Council shall acquire any right title or interest in any Intellectual Property Rights vested in or licensed to the other party prior to or independently of the performance by the relevant party of its obligations under this Agreement.

33.2 In the absence of prior written agreement by the County Council to the contrary, all Intellectual Property Rights created by the District Council or any employee, agent or Sub-Contractor of the District Council:

- in the course of exercising the Functions; or
- exclusively for the purpose of exercising the Functions,

shall by virtue of this Agreement be vested in the County Council on creation.

33.3 The District Council shall indemnify (and keep indemnified) the County Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the exercise of the Functions, except to the extent that such liabilities have resulted directly from the County Council's failure properly to observe its obligations under this clause 32.

33.4 The Parties agree to cooperate with any consultations and/or subsequent installation of new parking technologies to exercise the Functions set out in this Agreement and to negotiate and agree (in good faith) any additional intellectual property rights required by the Parties as a result of these new technologies.

34. **Data Protection**

34.1 Both parties shall, and the District Council shall procure that its Representatives shall, duly observe all their obligations under the Data Protection Legislation, which arise in connection with the performance of this Agreement.

34.2 The District Council shall perform its obligations under this Agreement in such a way as to

ensure that it does not cause the County Council to breach any of its applicable obligations under the Data Protection Legislation .

35. **Audit Information and Access**

35.1 Each party's external and internal auditors shall have the like powers set out in Part II of the Audit Commission Act 1998, as updated by the powers set out in the Local Audit and Accountability Act 2014. Each party shall at all reasonable times (including following the expiry or earlier termination for whatever reason of this Agreement) allow or procure for any auditor for the purposes of an external or internal or audit:

- (a) immediate access to,
- (b) permission to copy and remove any copies of, and
- (c) permission to remove the originals of -

any books, records and information in its possession or control of which in any way relates to or are or were used in connection with this Agreement or the discharge of the Functions including (but without limitation) any of each party's data and any such information stored on a computer system.

35.2 Each party will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting party in carrying out any investigations other than any which are already under way at the Commencement Date in relation to matters which are relevant to the subject matter of this Agreement and any investigations which are carried out after the termination or expiry of this Agreement

36. **Notices**

36.1 Any demand, notice, or other communication required to be given under the Agreement shall, unless expressly stated otherwise, be in writing and shall be treated as validly served if:

36.1.1 served personally on the addressee;

36.1.2 sent by pre-paid recorded delivery post or courier service; or

36.1.3 sent by facsimile transmission, subject to a receipt confirming delivery to the address of the party referred to in the Agreement or to another address which has been notified in writing by that party to the other under the provisions of this Clause 38.

36.1.4 Any notice that complies with Clause 35.1 shall be deemed to have been received by the addressee when delivered:

36.1.5 personally, or by recorded delivery post or courier service, on the date of delivery;

provided that the notice was delivered within Working Hours but otherwise on the next Working Day.

37. **Successors**

37.1 The provisions of the Agreement are binding on any statutory successors of the parties unless otherwise expressly or by necessary implication so provided for in this Agreement.

38. **Relationship of Parties**

38.1 Save to the extent expressly conferred by this Agreement the District Council shall not be or be deemed to be an agent of the County Council and the District Council shall not hold itself out as having authority or power to bind the County Council in any way.

38.2 Nothing in the Agreement shall be construed as creating a partnership or as a contract of employment as between the District Council and the County Council.

39. **Prevent Duty**

39.1 The District Council acknowledges that the County Council has a duty under the Counter Terrorism and Security Act 2015 ("CTSA 2015") to have due regard to the requirement to prevent people from being drawn into terrorism ("Prevent Duty"). The District Council shall, and shall procure that its Representatives shall, give all reasonable assistance and support to the County Council in meeting its duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and the District Council shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.

40. **Illegality and Severability**

40.1 In the event that any part of this Agreement shall be or become or be declared void, invalid, illegal or unenforceable (together "Invalidity") for any reason whatsoever including by reason of the provisions of any Law or change thereto or any decision of any Court or Regulatory Body having jurisdiction over the parties or this Agreement, the parties hereby expressly agree that subject to clause 40.2 the remaining parts and provisions of this Agreement shall continue in full force and effect with such amendments as are necessary to ensure that the balance of obligations remains so far as possible the same as under the Agreement or as may be agreed between the parties.

40.2 In the event that any such Invalidity is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence good faith negotiations to remedy such Invalidity provided that in the event that they are unable to do so within 30 days (or such other period as they may agree) either party may terminate this Agreement by notice in writing to the other.

41. **Third Party Rights**

41.1 The parties do not intend that any person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Agreement.

42. **Variations**

42.1 This Agreement may be varied at any time by agreement in writing between the parties and such agreed variation(s) shall be endorsed on or attached to this Agreement and no variation or amendment shall be actionable until the endorsement or attachment has been executed by

both parties.

43. **Waiver**

43.1 The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.

43.2 No term or provision of the Agreement shall be considered as waived by any party unless a waiver is given in writing by that party and specifically states that it is a waiver of such term or provision.

43.3 No waiver under Clause 43.1 shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, clauses or provisions of this Agreement unless (and then only to the extent that) it is expressly stated in that waiver.

44. **Set- Off**

44.1 Notwithstanding anything else in this Agreement whenever under this Agreement any sum of money shall be recoverable from or payable by the one party to the other, the same may be deducted from any sum then due, or which at any time thereafter may become due from that party to the other under this Agreement.

45. **Counterparts**

45.1 The Agreement may be executed in one or more counterparts and any party may enter into the Agreement by executing a counterpart. Any single counterpart or a set of counterparts executed in either case by all the parties shall constitute one and the same agreement and a full original of the Agreement for all purposes.

46. **Law of Agreement**

46.1 The Agreement shall be subject by the laws of England and subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have executed and delivered this Agreement as a Deed the day and year first above written.

EXECUTED as a **DEED**
by the affixing of the **COMMON SEAL** of
CAMBRIDGESHIRE COUNTY COUNCIL
in the presence of:

Authorised Signatory

EXECUTED as a **DEED**
by the affixing of the **COMMON SEAL** of
HUNTINGDONSHIRE DISTRICT COUNCIL
in the presence of:

Authorised Signatory

SCHEDULE 1- DEFINITIONS

In accordance with Clause 1.1, in this Agreement the following words shall have the meanings set out below:

"the 1972 Act" "the 1984 Act" "the 2000 Act" "the 2004 Act" "Account"	The Local Government Act 1972; The Road Traffic Regulation Act 1984; The Local Government Act 2000; The Traffic Management Act 2004; The District Council's On-Street Parking Account and the Joint Enforcement Account required to be maintained by the District Council under the terms of this Agreement;
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<p>“Adjudication Process”</p> <p>“Adjudication Service Levy”</p> <p>“Agreed On-Street Annual Costs”</p> <p>“Agreement”</p> <p>“Agreement Period”</p> <p>“Annual Accounts”</p> <p>“Annual Budget”</p> <p>“Annual Reconciliation”</p> <p>“Appropriate Pension Provision”</p>	<p>The Parking and Traffic Regulations Outside London Adjudication Joint Committee or such other organization as is approved by the Secretary of State and charged with amongst other things the responsibility of dealing with disputes between local authorities (including the District Council) within the County of Cambridgeshire and other local authorities and appellants;</p> <p>The amounts levied by the Adjudication Service and payable in accordance with this Agreement;</p> <p>The estimate, agreed by the parties each of the District Council’s total annual costs in discharging the element of the Functions relation to on-street parking (by reference to the expenditure items listed in the table at clause 15.1) in respect of a Financial Year;</p> <p>This agency agreement including all the schedules hereto;</p> <p>The Initial Period plus any Extension under clause 2;</p> <p>As defined in Section 5;</p> <p>As defined in Section 5;</p> <p>A reconciliation prepared in accordance with Clause 19</p> <p>In respect of:</p> <ul style="list-style-type: none"> a) Transferring Employees, either: <ul style="list-style-type: none"> - Membership or continued membership or continued eligibility for membership of the pension scheme of which they were members , or were eligible to be members, or were in a waiting period to become a member of, prior to the Relevant Transfer; or - Pension rights which are certified by the Government Actuary’s Department (“GAD”) as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be members. b) New Employees, either: <ul style="list-style-type: none"> - Membership of a good quality employer pension scheme, being either: - A contracted-out final salary based defined benefit scheme, or - A defined contribution scheme under which the employer must match employee contributions by up to at least 6 per cent; or - A stakeholder pension scheme, under which the employer matches employee contributions by up to at least 6 per cent.
<p>“Approved Emergency safety Work”</p>	<p>Emergency safety works approved by the County Council’s Parking Strategy Team;</p>
<p>“Audited Annual Accounts”</p>	<p>As defined in Clause 19;</p>
<p>“Authorised Officer”</p>	<p>The officer (s) of each respective party duly appointed by that party and notified to the other party from time to time as being responsible for the management of all aspects of this Agency Agreement on behalf of that party including any deputies or replacement(s) appointed in addition to him or in his stead (as the case may be)</p>
<p>“Change in Law”</p>	<p>The coming into effect after the Commencement Date of:</p> <ul style="list-style-type: none"> (a) Legislation (statutes, enactments, orders, regulations or other similar instruments) other than any legislation which on the Commencement Date had been published: <ul style="list-style-type: none"> (i) In a draft Bill as part of a Government Departmental Consultation Paper; (ii) In a Bill; (iii) In a draft statutory instrument; or (iv) As a proposal in the Official Journal of the European Communities, <p>Save that the exclusion of those draft Bills, Bills, statutory instruments or proposals referred to in</p>

<p>“Civil Enforcement Area”/ “CEA” “Civil Enforcement Officers” “Civil Parking Enforcement”/ “CPE” “CPZ” “Commencement Date” Confidential Information” “Data Protection Legislation” “Designation Order” “DfT” “Expiry Date” “Extension” “Final Reconciliation” “Financial Year” “Functions” “Income and Expenditure Items” “Information Acts” “Initial Period” “Joint Enforcement Account” “Law” “Month” “Off-Street Assets”</p>	<p>paragraphs (i) to (iv) of paragraph (a) of this definition shall not apply to the extent that any related legislation which is subsequently enacted is materially different in nature and effect compared to the relevant draft Bill, Bill, statutory instrument or proposal</p> <p>(b) Any Guidance or</p> <p>(c) Any applicable judgment of a relevant court of law which changes a binding precedent or creates a binding precedent where none previously existed;</p> <p>Has the same meaning as in the 2004 Act; Has the same meaning as in the 2004 Act; Has the same meaning as in the 2004 Act; A controlled parking zone in Huntingdonshire; [insert commencement date] or such other date as agreed between the parties; As defined in Clause 29.1; means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and from 25 May 2018 the General Data Protection Regulation and any legislation implemented in connection with the General Data Protection Regulation and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including as where applicable the guidance and codes of practice issued by the Information Commissioner; To be inserted when title known.</p> <p>The Department for Transport; The day of the Agreement Period; As defined in Clause 2.2; Has the meaning given to it in Clause 19; Each period of 12 months beginning on 01 April in one year and ending on 31 March in the next year or such other period of 12 months in substitution as may be designated by the County Council and in relation to such period, if any, at the beginning of this Agreement means such period of less than 12 months as run from the Commencement Date to the 31 March immediately following thereafter; The functions referred to in Clause 5; The income items and expenditure items to be credited or debited (as appropriate) to either the District Council’s On-Street Parking Account or the Joint Enforcement Account in accordance with either the table at clause 15.1 (in the case of the District Council’s On-street Parking Account) or clause 16.1 (in the case of the Joint Enforcement Account); The Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Act 1998 (as superseded by the Data Protection Act 2018 and the General Data Protection Regulations 2018) and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time; The period commencing on the Commencement Date and ending on the fifth anniversary of the Commencement Date]; The joint enforcement account referred to in Clause 16.1; Means any Act of Parliament or subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, any statutory guidance or binding code of practice, any binding precedent of a relevant Court of Law and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972, in each case in the United Kingdom and as the same are amended from time to time; A calendar month and “Monthly” shall be construed accordingly; The parking assets owned by the County Council in the District of Huntingdonshire:</p>
<p>“On-Street Parking Account” “On-Street Sub-Section” “Parking Adjudicator” “Parking Enforcement Provider” “Parking Enforcement Services summary”</p>	<p>The on-Street parking Account referred to in Clause 15.1; The on-street sub-section of the Joint Enforcement Account; Has the same meaning as in the 2004 Act; Being the officers appointed by the District Council to carry out the Functions under this Agreement; The services to be provided as included in Schedule 2 to this Agreement</p>

“Parking Permits”	The permits and dispensations issued under the provisions of the Traffic Regulation Orders for Parking Schemes;
“Parking Schemes”	The parking schemes introduced in residential and other areas of the administrative area of the District Council under Traffic Regulation Orders to provide parking bays solely for the use of residents and other authorized users;
“Penalty Charge”	Has the same meaning as in the 2004 Act;
“Penalty Charge Notice” or “PCN”	Has the same meaning in the Civil Enforcement of Parking Contraventions (England) General Regulations 2007;
“Quarter”/“Quarterly”	A period of 3 consecutive calendar months ending on 31 st March, 30 th June, 30 th September and 31 st December as appropriate;
“Report”	A report containing the information, and in the format, set out in Section 5;
“Secretary of State”	The Secretary of State for Transport or such other person charged with general responsibility for road transport under the 1984 and 1991 Acts in relation to England;
“Special Enforcement Area”	Has the same meaning as in the 2004 Act;
“Street Authority”	Has the meaning given to it in the New Roads and Street Works Act 1991;
“Sub-Contractor”	The contractors or service providers engaged by the District Council to provide goods, services or works to, for or on behalf of the District Council for the purposes of providing the Functions to the County Council;
“Supervisor”	A Civil Enforcement Officer acting in a supervisory capacity;
“Termination Notice”	As defined under Section 7;
“Traffic Regulation Order”	An order made pursuant to the 1984 Act (as amended);
“TUPE”	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006) and or any other regulations enacted for the purpose of implementing the Directive into English law (as amended);
“Variation”	A formal variation of the Services or the Agreement in accordance with the Agreement;
“Working Days” (Enforcement)	Monday to Saturday inclusive, but excluding Christmas Day, Good Friday and Bank Holidays in England;
“Working Days” (Office)	Monday to Friday inclusive but excluding Christmas Day, Good Friday and Bank Holidays in England.
“Working Hours” (Enforcement)	Enforcement core hours to be 8am to 3.30pm on Working Days (Enforcement). Hours will be worked either side of this is dependent on seasonality to maximise use of daylight hours.
“Working Hours” (Office)	Office core hours to be 10am to 3pm on Working Days (Office).

SCHEDULE 2- Supplementary Documentation (to include enforcement policy and parking enforcement service summary)

SCHEDULE 2

Parking Enforcement Services - Summary

The following is a tabulated summary of the Civil Parking Enforcement duties and responsibilities within the District of Huntingdonshire as detailed in the Agency Agreement.

DESCRIPTION	RESPONSIBILITY
Undertaking of Civil Parking Enforcement of static contraventions On and Off street	Huntingdonshire District Council
Undertaking of Civil Parking Enforcement of moving contraventions On and Off street (when legislated)	Cambridgeshire County Council
The introduction and making of all Traffic Regulation Orders of all types	Cambridgeshire County Council
The introduction and making of all Off street parking places orders of all types on areas not controlled by CCC.	HDC
The maintenance and continuous updating and upkeep of all records of Traffic Regulation Orders in a digitised format	CCC
The maintenance and continuous updating and upkeep of all records of Off Street Parking Places Orders in a digitised format	HDC
The administration of all Penalty charge notices issued on and off street under CPE including at all stages, all financial aspects and debt collection.	HDC
Setting of parking charges on street including permit charges	CCC
Provision and upkeep of an on street parking enforcement policy	CCC
Pay and display machine maintenance (on and off street)	HDC
Cash collection (on and off street)	HDC
Provision and maintenance of the IT software for the administration of the penalty charge notices	HDC
The setting of the initial level and discounts of the Penalty Charge amount	CCC (in agreement with HDC)
Financial administration and reporting	HDC
Administration of Permits, dispensations and suspension of parking bays (on street)	CCC
Signs and lines maintenance on street	CCC
Fault reporting of on street assets	Either Party
Cashless parking system (on street)	CCC
Membership of the Traffic Penalty Tribunal (Parking & Traffic Regulations Outside London Adjudication Joint Committee).	Both Parties
Maintenance of accurate financial records	HDC & CCC
Provision of a CPE annual report in line with legislation	HDC & CCC
Provision of funds to cover operational deficits excluding those incurred post agreement as a result of CCC requiring extra enforcement and administration of new or amended schemes	HDC
Working in accordance with this Agency Agreement	Both Parties
Instigation of Termination	Either Party

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Decriminalisation of Parking within Huntingdonshire Update

February 2022

Background

Huntingdonshire District Council gave approval following an Overview and Scrutiny Panel 4th Feb 2021 & Cabinet 11th Feb 2021 to allow the progression Civil Parking Enforcement (CPE) of on-street parking offences in Huntingdonshire.

Cambridgeshire County Council gave approval following a report to their Highways & Transport Committee on 7th September 2021 for 3 districts within the County (HDC, FDC & SCDC) to pursue the decriminalisation of parking within each of the districts, with each authority having the ability to differ the approach.

In relation to Huntingdonshire, approval was given to:

- a) Authorise Cambridgeshire County Council (CCC) to prepare a Civil Enforcement Area (CEA) or Special Enforcement Area (SEA) application to the Department for Transport for a Designation Order for the introduction of CPE in Fenland, Huntingdonshire, and South Cambridgeshire.
- b) Delegate the approval of Agency Agreements with Fenland, Huntingdonshire and South Cambridgeshire District Councils, a funding agreement with the Greater Cambridge Partnership and the Department for Transport application to the Service Director (Place and Economy), in consultation with the Chair of the Highways and Transport Committee.

In summary, approval for the pursuit of decriminalisation of parking which is the process required to be undertaken for on-street parking to be enforced as a Civil matter by HDC has been agreed by both Cambridgeshire County Council (as the Highways Authority) & Huntingdonshire District Council (the agent for enforcement in the district).

Progression

A cross authority working group has been established with officers of both CCC & HDC. The group have progressed works on:

- Development of an agency agreement which would see HDC act as the agent for the County Council for the enforcement of on-street civil parking offences.
- Discussion with the Department for Transport in relation to the Huntingdonshire area (as anomalies within Cambs Districts exist due to CCC already decriminalising Park & Ride locations) and commencing population of the application to the DfT.

Work undertaken separately by HDC include:

- Development of a [public facing webpage](#) on the Huntingdonshire District Council main site. The webpage covers 'what is civil parking enforcement' & the steps involved in the process. This was included in the Member Alert email of the 17th December 2021.
- A review of Huntingdonshire District Council off-street parking places orders currently in operation to begin the process of consolidation and transfer to the required 'new' baseline order for CPE.

Future Works

The reports that will be brought forward are:

- Parking Department for Transport Draft Application
(For Update/Information & comment)
 - Exact dates to be confirmed.
 - Anticipated July/August 2022

This is a DfT document submitted by the County to form a 'Civil Enforcement Area (CEA)' within the district. This is a fairly standard document so not much tailoring.

- Parking: Enforcement Policy Draft
(For Update/Information & comment)
 - Exact dates to be confirmed.
 - Anticipated October 2022

This is the set of documents summarising how we enforce. This will be developed in conjunction with CCC as CPE works progress. Detail is formed based on the above.

- Parking: Enforcement Policy Final
(For Approval/Endorsement)
 - Exact dates to be confirmed.
 - Anticipated February 2023

Alongside the development of the documentation and reports, other works are required to be undertaken as part of the progression towards Civil Parking Enforcement.

These works include:

- Signs & Lines and Traffic Regulation Order Reviews
- Remedial works (to correct above)
- Enforcement Structure Review & Implementation
- Back Office Systems Upgrade

The project is being managed in accordance with the Councils EPMO. A live risk register is in place accessible by all on the EPMO. The project currently remain 'green' with all works on track.

Contact Officers

George McDowell Operations Manager George.McDowell@huntingdonshire.gov.uk

Joanne Cook Project Support Officer Joanne.Cook@huntingdonshire.gov.uk

Public
Key Decision - Yes

HUNTINGDONSHIRE DISTRICT COUNCIL

Title: Covid Recovery – Shaping the Future

Meeting/Date: Overview & Scrutiny (Customer and Partnerships)
– 3rd March 2022

Executive Portfolio: Executive Councillor for Recovery

Report by: Assistant Director Recovery and
Recovery Programme Manager

Wards affected: All

RECOMMENDATION

The Overview and Scrutiny Panel is invited to comment on the Council's approach to recovery from COVID-19 – Shaping the Future from the Cabinet report attached at Appendix A.

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Public
Key Decision - Yes

HUNTINGDONSHIRE DISTRICT COUNCIL

Title: Covid Recovery – Shaping the Future

Meeting/Date: Overview and Scrutiny Panel (Customers and Partnerships) – 3rd March 2022
Cabinet – 17th March 2022

Executive Portfolio: Executive Councillor for Recovery

Report by: Assistant Director Recovery and Recovery Programme Manager

Wards affected: All

Executive Summary:

Huntingdonshire District Council established an 18 month programme in 2021 to support and enable resilience amongst our communities and businesses to recover from the impacts arising from the Covid -19 pandemic. An evidence led approach through impact assessment, identified the main effects of the pandemic within Huntingdonshire – allowing better understanding of the challenges, highlighting those most significant and focusing action to address them.

The document '**Shaping the Future – our approach to recovery from COVID-19**' sets out how we will continue to prioritise work with communities and partners to ensure residents and businesses can get the right support, at the right time, in the right way. This approach uses knowledge from detailed analysis, setting out what this means for us and our partners and what Huntingdonshire District Council intends to do about it.

We cannot address many of the issues identified on our own, some are the responsibility of our partners. **Shaping the Future** sets out how we will take a lead in achieving an environment within which Huntingdonshire and its people can thrive through growth and opportunities, protecting and enhancing the natural beauty of the area and ensuring the creation of sustainable places where people want to live.

RECOMMENDATION:

That Cabinet adopt '**Shaping the Future – our approach to recovery from COVID-19**' as the foundation of the Council's approach and way of working to ensure it takes the lead with its partners, communities and its services to ensure residents and businesses can get the right support, at the right time, in the right way to recover and deliver the **Vision for Huntingdonshire** that:

- Supports a safe and healthy environment
- Delivers economic growth
- Provides value for money services and
- Creates opportunities for the people of Huntingdonshire

1. INTRODUCTION

- 1.1. The purpose of the report is to present '**Shaping the Future – our approach to recovery from COVID-19**' (**Appendix A**) which sets out how we will continue to prioritise work with communities and partners to ensure residents and businesses can get the right support, at the right time, in the right way.

2. BACKGROUND

- 2.1. The COVID Recovery Programme (see Appendix B – Scope) was initiated from through a Community Impact Assessment that Members considered at Overview and Scrutiny panel on 8 July 2020 looking at the things that were forecast to happen, the potential risks for Huntingdonshire.
- 2.2. A dashboard was set up to monitor the potential risks as the pandemic continued.
- 2.3. The Recovery Programme was set up in response to mitigate these issues with 18 projects/initiatives focusing on:
 - Publicising actions and support – **reputation and impact**
 - Stimulating services to pull in the **right direction** to respond to the impacts of COVID-19
 - Stimulating and supporting activity in the **right places**, not just Council delivery
 - Starting a legacy of **new ways of preventing** and addressing needs
- 2.4. As the Recovery Programme progressed, the number of projects were refined in 2021 to those addressing longer term needs, there are now 8 remaining in delivery under the programme.
- 2.5. To accurately assess the impacts of COVID over the duration of the pandemic (March 2020 to September 2021) a further Impact Assessment was conducted. Unlike the initial Community Impact Assessment 2020, where the objective was to identify the likely impacts of COVID over the forthcoming months (a forward view), the 2021 Impact Assessment uses data to establish where the impacts of COVID have been most significant (retrospective view). Concluded at the end of October 2021, this was presented and endorsed by Members at the Overview and Scrutiny Panel (Customers and Partnerships) 2nd December 2021.
- 2.6. The COVID Recovery Programme continues to ensure the successful delivery of projects delivered by the Council whilst retaining a monitoring function on activities and projects delivered by partners. The COVID Recovery Programme also remains aligned to the regeneration driven by the Market Towns Programme.
- 2.7. The current scope of projects within the Recovery Programme are:
 - Food Network; to establish Food Banks and develop a Huntingdonshire Food Poverty Action Plan.
 - Early Intervention; to develop a diagnostic signposting tool (app).

- Business Digitisation; to register 100 stores registered with Click It Local (local online shopping platform) and improve digitalisation for local businesses.
- Kickstart; to provide and fill 50 HDC placements and 50 Gateway (non-HDC) placements.
- Job Clubs; to establish 6 job clubs.
- Healthy Living; to increase physical activity for inactive residents.
- Welcome Back; to support local businesses and increase footfall in the High Streets of our four market towns.

2.5 The Council has recently adopted a Community Strategy which sets out how Huntingdonshire District Council will work with residents and community groups to support the best possible outcomes for Huntingdonshire, its residents and businesses. This approach is critical to recovery and embedding the capability and capacity for prevention as well as response in relation to the key impacts on our communities that have arisen from COVID-19.

2.6 Given the cross-cutting nature of the Recovery work, linking a wide range of services, a dedicated Executive Councillor, Councillor Steve Criswell, was appointed to the Cabinet in October to oversee the Council's approach to Recovery.

3. SHAPING THE FUTURE

3.1. **Shaping the Future – our approach to recovery** (Appendix A) is not an additional strategy, it is an approach that sets out the key priorities identified for Huntingdonshire based on a review of evidence through the two Impact Assessments undertaken and follows the framework of the already adopted Grand Challenges, implemented by the County's public sector service providers (and detailed within Huntingdonshire District Council's Corporate Plan.) These are set out as follows:

People (Good Start/Good Health):

We want to make our district a better place to live, to improve health and well-being and support people to be the best they can be

Place (Good Place/Good Work):

We want to make Huntingdonshire a better place to work and invest and we want to deliver new and appropriate housing.

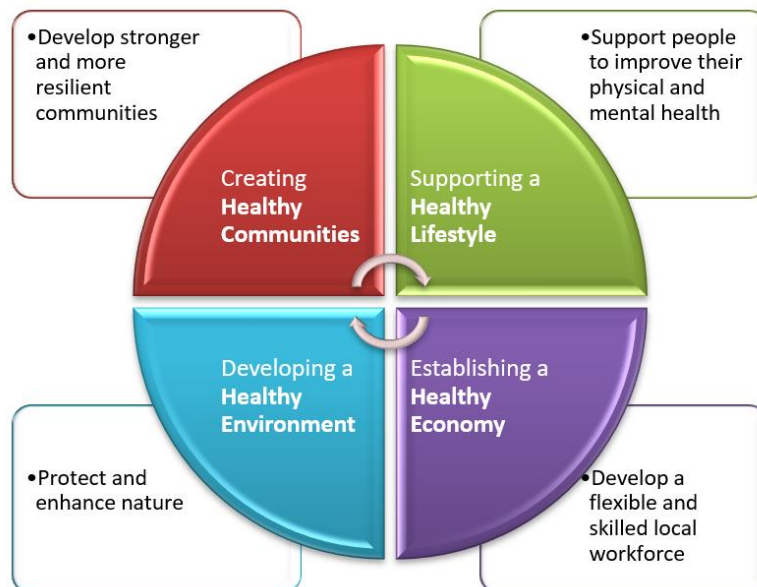
3.2. **Shaping the Future – our approach to recovery** is not about more money and new projects, but describes how the Council will work smarter by direct its own resources and influence those of others, to best address the fifteen priority areas identified through Impact Assessment:

<p>Good start PROVIDE life opportunities for residents</p> <ul style="list-style-type: none"> ❖ SUPPORT our residents in Huntingdonshire to successfully adjust to all life-changing events they experience from birth to grave <ul style="list-style-type: none"> • Improve education and support for children 0-16 yrs • Improve further education and apprenticeships for 16+ yrs • Improve personal safety (in the home) • Prevent and reduce low income and poverty • Prevent and reduce emergency access to food 	<p style="text-align: right;">Good health</p> <p>PROVIDE active opportunities for residents</p> <ul style="list-style-type: none"> ❖ ENCOURAGE our residents in Huntingdonshire to make and take the right choices to improve or support their health and wellbeing <ul style="list-style-type: none"> • Prevent and reduce obesity • Increase physical activity • Improve mental health • Prevent and reduce adult social care
<p>Good place</p> <p>STRENGTHEN the local community</p> <ul style="list-style-type: none"> ❖ SUPPORT our residents in Huntingdonshire to remain living in the area with affordable housing and a manageable cost of living <ul style="list-style-type: none"> • Create affordable housing for local residents • Improve personal safety (outside the home) <p>ENHANCE the local environment</p> <ul style="list-style-type: none"> ❖ TAKE positive action to preserve and protect the natural environment when making improvements and developments to Huntingdonshire <ul style="list-style-type: none"> • Increase use of parks and open spaces • Increase use of active travel (walking and cycling) • Increase public transport usage (bus and rail) 	<p style="text-align: right;">Good work</p> <p>STRENGTHEN the local economy</p> <ul style="list-style-type: none"> ❖ SUPPORT our Huntingdonshire businesses if impacts such as COVID vs Brexit and/or lack of skills and employment emerge over the coming year <ul style="list-style-type: none"> • Improve skills and employment

The main identified concerns are the impact and resilience of people in terms of:

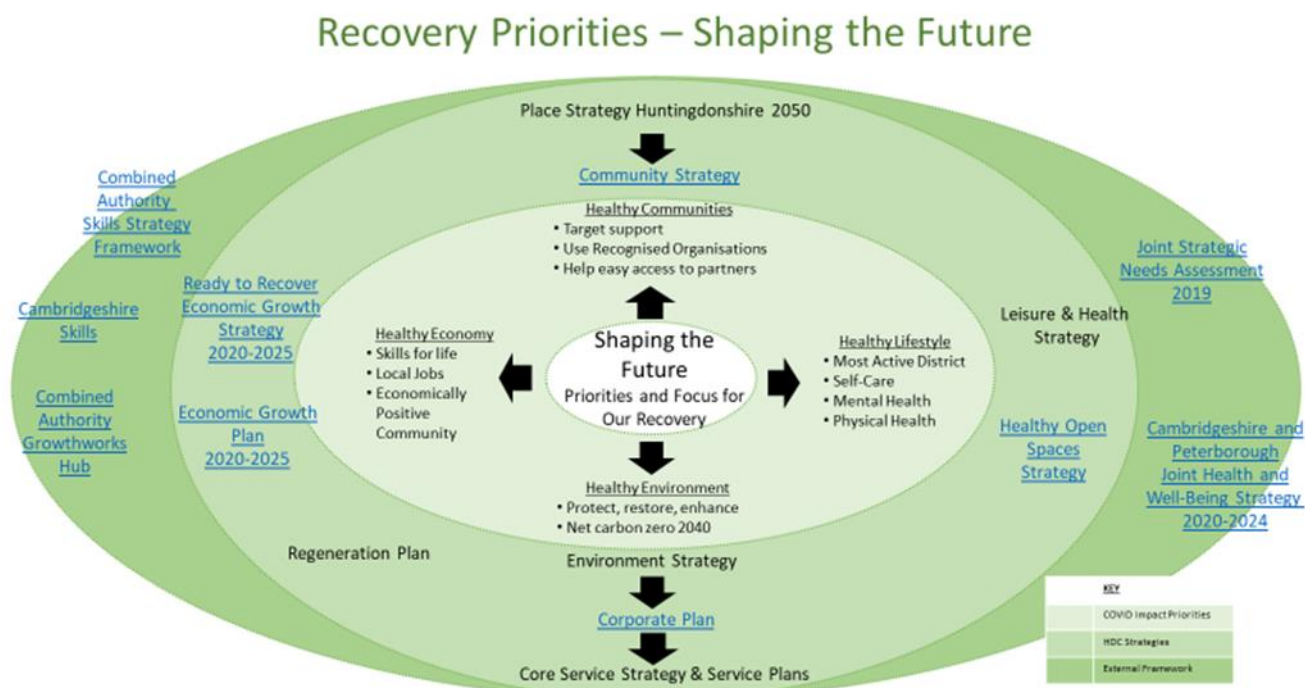
- **Healthy Economy** – skills/opportunities
- **Living Well** – at all stages of life including prevention through activities that benefit mental and physical health

3.3. **Shaping the Future – our approach to recovery** is also about attracting funding and activity to meet our identified needs working with partners and leveraging our existing strategies to meet the key priorities for recovery:



- WE ARE - reviewing and enhancing the services and activities we deliver to ensure they meet the changing needs of our residents
- WE WILL - work with our partners to influence and assist with their activities.
- WE WILL - help provide opportunities for residents to improve their health and quality of life.
- WE WILL - seek every opportunity to improve skills, attract businesses and provide jobs for our residents.
- WE WILL – support local communities to increase the help they offer to our residents.
- WE WILL – continue to support and deliver Government grants and policy interventions to reduce the impact of COVID on our local economy.
- WE WILL – ensure our local environment is clean and healthy for our residents.

- 3.4. **Shaping the Future – our approach to recovery** is about adapting our existing strategies to support recovery and a more resilient Huntingdonshire. Recovering from COVID-19 is a priority for the whole Council and the priorities are therefore informing and refocussing the key strategies that deliver the Council’s Corporate Plan, Shaping the Future sets this out:



- 3.5 **Shaping the Future – our approach to recovery** includes an action plan outlining the key actions that will conclude the Recovery Programme, so that the approach, principles and evidence has successfully been integrated into the way in which the Council continues to deliver its own activities and those delivered in conjunction with our community and partners. This will also see the projects/initiatives that have been set up to address specific needs be incorporated into the normal activity of the Council or be ceased as the need has been addressed.

4. LINK TO THE CORPORTATE PLAN

- 4.1 The impact assessments underpin an evidence based approach for **Shaping the Future – our approach to recovery**. This informs the focus of the Council, its communities and partners in achieving an environment within which Huntingdonshire and its people can thrive, protecting and enhancing the natural beauty of the area and ensuring the creation of sustainable places where people want to live.
- 4.2 We cannot address many of the issues identified on our own, some are the responsibility of our partners. **Shaping the Future – our approach to recovery** allows the Council to take a lead with partners and our communities with an evidence base to support the delivery of the Council’s vision: **a safe and healthy environment, deliver economic growth and create opportunities for the people of Huntingdonshire**.
- 4.2 The second impact assessment in 2021 set out the key issues arising from the Covid-19 pandemic against the four key goals of the Corporate Strategic Plan: Good Start, Good Health, Good Work and Good Place.

- 4.3 Whilst the impacts of the pandemic have been significant, the Council's Vision and key objectives, established in our Corporate Plan, continue to underpin the work required to recover from COVID but now with greater importance.

The Council remains focused on delivering a **Vision for Huntingdonshire** that:

- Supports a safe and healthy environment
- Delivers economic growth
- Provides value for money services and
- Creates opportunities for the people of Huntingdonshire

Our Approach for Recovery therefore continues to support the Council's intent to:

- Continue to take a proactive role with the agencies, partnerships, and networks to drive social and economic recovery.
- Work with our communities and community facilities, enabling people to be more resilient to help themselves.
- Support people to improve their health and well-being.
- Continue to lead sustainable place making to deliver our Local Plan Objectives for 2036 through strong economic growth with strong environmental principles, good design of our homes and infrastructure.
- Focus on the continued regeneration of our towns through the Future High Streets Fund and Accelerated Market Towns Programme.
- Continue to create, protect, and enhance our safe and clean environment within which Huntingdonshire and its people can thrive with our clear commitment to net carbon zero by 2040.
- Invest in our parks and open spaces to support health and well-being including biodiversity net gain delivered through our commitment to doubling nature.
- Deliver reliable and efficient services at good value to our residents.

5. CONSULTATION

- 8.1 The development of the Impact Assessments underpinning **Shaping the Future – our approach to recovery** have been a collaborative process across the Council with the information and initial analysis undertaken by the Transformation team and consultation with assigned theme leads to inform the assessment of magnitude of impact and degree of certainty regarding the information.
- 8.2 This report is the start of collaboration with Scrutiny Panel members to discuss the findings and key impacts identified that will inform the planning of service provision but also our wider engagement with the community and our partners to maximise the resources and activities in Huntingdonshire targeted at addressing the impacts identified as resulting from the Covid-19 pandemic.
- 8.3 The evidence base and subsequent **Shaping the Future – our approach to recovery** will be shared with our partners to ensure their work and priorities recognise and contribute to the key challenges identified by the Council that should be addressed to ensure our partners, community and ourselves improve the lives of our residents and businesses into the future, irrespective of the many challenges ahead.

6. LEGAL IMPLICATIONS

9.1 There are no direct legal implications from this report

7. RESOURCE IMPLICATIONS

10.1 There are no additional resource implications arising from this report

8. HEALTH IMPLICATIONS

11.1 The negative impact of the COVID-19 pandemic in respect of health have been highlighted as a key impact and priority in Huntingdonshire. Work continues in respect of the specific recovery project: Healthy Living; to increase physical activity for inactive residents and the key priority of Living Well within **Shaping the Future – our approach to recovery** will be delivered through the Council's Health and Well-being Strategy.

9. REASON FOR RECOMMENDATIONS

9.1 The recognition of the key priorities impacting Huntingdonshire arising from the COVID-19 pandemic supports:

- Future service planning informed by the evidenced priorities
- Effective deployment of recovery intervention projects on the main issues
- Enables officers and Councillors to make the case with our community and partners for resources and efforts to tackle the main issues impacting Huntingdonshire to deliver our Corporate objectives.

9.2 **Shaping the Future – our approach to recovery from COVID-19** is the foundation of the Council's approach and way of working to ensure it takes the lead with its partners, communities and its services to ensure residents and businesses can get the right support, at the right time, in the right way to recover and deliver the **Vision for Huntingdonshire** that:

- Supports a safe and healthy environment
- Delivers economic growth
- Provides value for money services and
- Creates opportunities for the people of Huntingdonshire

LIST OF APPENDICES

APPENDIX A (SHAPING THE FUTURE – OUR APPROACH TO RECOVERY FROM COVID-19)

APPENDIX B (SCOPE OF RECOVERY PROGRAMME JAN 2021)

BACKGROUND PAPERS:

Recovery Report - Overview and Scrutiny (Performance and Growth) 8 July 2020

<http://applications.huntingdonshire.gov.uk/moderngov/ieListDocuments.aspx?CId=10235&MId=7756>

Recovery Programme – Special Overview and Scrutiny Panel (Performance and Growth) 25 January 2021

<http://applications.huntingdonshire.gov.uk/moderngov/ieListDocuments.aspx?CId=10235&MId=7897>

Community (Transition) Strategy 2021-23

<https://applications.huntingdonshire.gov.uk/moderngov/documents/s117477/5.%20Community%20Transition%20Strategy%202021%202023%20Covering%20Report.pdf>

IMPACT ASSESSMENT 2021

<HTTP://APPLICATIONS.HUNTINGDONSHIRE.GOV.UK/MODERNGOV/DOCUMENTS/S118334/5.%20COVID%2019%20DISTRICT%20IMPACT%20ASSESSMENT.PDF>

IMPACT ASSESSMENT 2020

<http://applications.huntingdonshire.gov.uk/moderngov/documents/s109777/Appendix%2001%20-%20Community%20Impact%20Assessment%20Economy%20Environment%20Social%20and%20Community%20Recovery.pdf> Impact Assessment October 2021

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Shaping the Future

Our Approach to Recovery from COVID-19



Foreword

The COVID-19 pandemic is one of the greatest challenges of our times. We have seen the impact of COVID-19 in Huntingdonshire, on our services, our people, and our businesses. We have collectively achieved the unimaginable by stepping out of our normal lives in the face of the crisis, and individually taking responsibility to ensure ourselves, our families and our communities are safe and protected from this virus. This new and energised community focus has been overwhelming and humbling to witness and has helped to offset the damaging impact of restrictions on our lives, our health, our High Streets, and local economy.

In June 2020 we recognised the impact of COVID was going to be significant and we undertook a Community Impact Assessment to identify what the early impacts of the pandemic would be. This assessment enabled us to plan activities to support our residents and businesses over the proceeding months. We have been able to support communities with Food Banks and Community Fridges, provide subsidised exercise classes, proactively contact, and support the most vulnerable in our community, help people into work through job clubs and the Government's Kickstart scheme and provide essential support for our local businesses via grants and online digital platforms (Click It Local) whilst re-energising the High Streets in our four market towns. These are just a few examples of the work we have undertaken with our partners and community to help during this challenging time, whilst maintaining our core services to residents and businesses. This will need to continue against a backdrop of other challenges such as climate change, relationship with the EU and national debt.

Two years on from the first lockdown the world, and our local environment, is a different place. We see headlines emerging every day about the new legacy the pandemic continues to create and statistics that suggest we will have a long recovery journey back from COVID. A refreshed Impact Assessment for 2021 addressed those headlines and used evidence to validate the results and assess the effects within Huntingdonshire. This allows us to better understand the challenges in our district since the pandemic started, and to highlight those impacts that were most significant and therefore needed to be addressed immediately.

As a local resident I am incredibly proud of how we, as a community, have stepped up to the unprecedented demands made of us during this pandemic. It is no small feat that we have been able respond quickly and directly, working with our voluntary and community groups, statutory services, and health providers to ensure the welfare of our residents is at the core of everything we do. We have delivered the unimaginable and our district, businesses and residents are the better for it. But our journey does not stop there. As the Executive Councillor for the district's response to recovery from COVID, I want to ensure we continue to benefit and grow from the new ways we are working. This document '**Shaping the Future – our approach to recovery from COVID-19**' sets out how we will continue to prioritise our work with our communities and partners to ensure residents and businesses can get the right support, at the right time, in the right way as the COVID pandemic endures.

This approach uses the knowledge we gathered from our detailed analysis of the district and sets out what that means for us and our partners and what we intend to do about it. We recognise that we are all greater than the sum of our parts and by continuing to work together, we can improve the lives of our residents and businesses into the future, irrespective of the many challenges ahead.

Mr Steve Criswell

Executive Councillor for Recovery



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This is Huntingdonshire - overview of the district

Data of the district taken from the Impact Assessment 2021, based on data up to September 2021

POPULATION

- 178,985 residents

LAND AREA AND GEOGRAPHY

- 900 square km (350 square miles)
- predominately rural, but settlement patterns is 50/50 urban/rural split
- Market towns of Huntingdon, Ramsey, St Ives and St Neots
- One other town, Godmanchester
- Villages, hamlets and isolated dwellings across 71 Town/Parish Councils

DEMOGRAPHY

- Slightly older population with 15% of the district's residents aged 70 or over
- Health and life expectancy better than average, 84.5% describing their health as 'Very Good' / 'Good'
- Above average proportion are overweight (64.8%)
- Residents are predominantly "White British"
- Over 8,000 BAME residents

TOWNS AND KEY SERVICE CENTRES

Larger settlements and towns offer a range of services e.g.:

- primary schools
- a range of shops
- public transport services
- community meeting places
- general practitioner's surgeries
- a range of employment opportunities

COMMUNITY INVOLVEMENT

- 71 Town and Parish Councils
- A well-established community and voluntary sector, well supported by Hunts Forum

ECONOMY

- Residents are more likely to be economically active and in employment than the national average
- Average wages in the district (regardless of where they work) is above average
- Over a third of employed residents travelled outside the district to work (pre-pandemic)
- A higher than the national average proportion of local employment is linked to manufacturing (approx. 15%) compared to the national average for manufacturing is 8%
- 90% of Huntingdonshire businesses are identified as Micro i.e.: 0-9 employees

Huntingdonshire is part of the OxCam Arc – made up of five ceremonial counties: Oxfordshire, Bedfordshire, Buckinghamshire, Northamptonshire and Cambridgeshire.

Shaping the Future – our approach to recovery from COVID-19

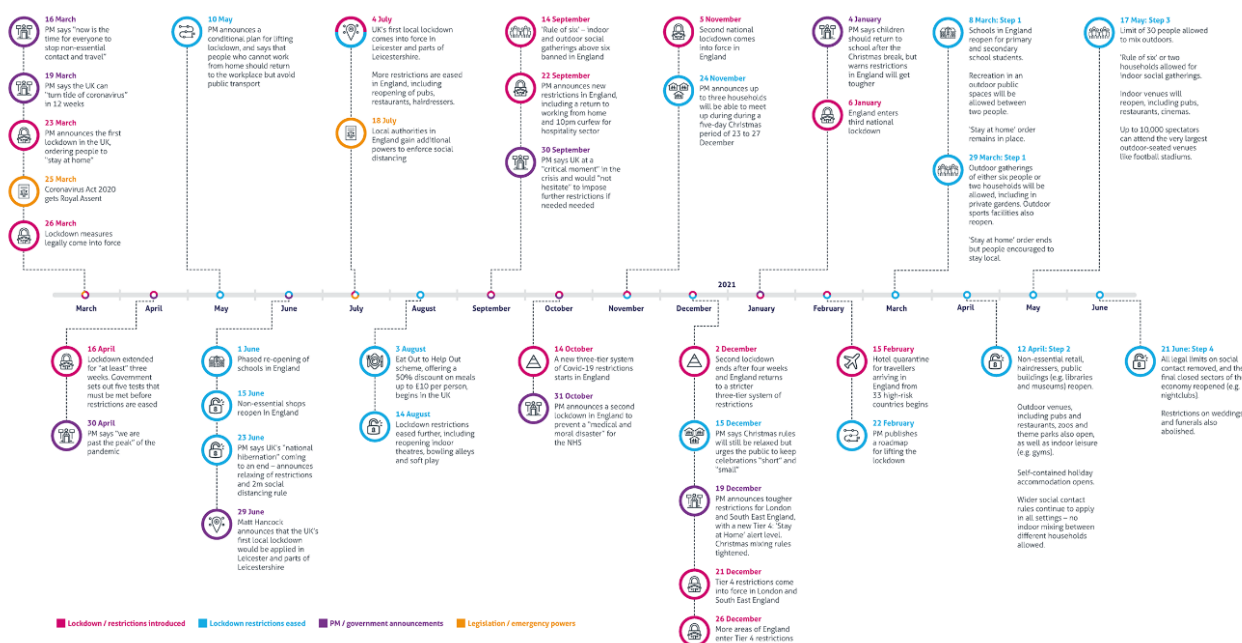
COVID-19 Impacts on Huntingdonshire

As a response to the emerging COVID-19 pandemic the UK Government introduced unprecedented measures to reduce the population’s risk of contracting the virus. These were:

1. Restriction of movement
2. Restriction of social interaction
3. Increase in hygiene control measures
4. Introduction of a vaccination programme
5. Closure of industry sectors e.g., Leisure and Hospitality

Since March 2020 several enforcement activities have been introduced, and subsequently removed, to support the measures above. These activities are set out in the timeline below

Timeline of UK government coronavirus lockdowns, March 2020 to June 2021



Source: Institute for Government analysis.



The direct impact of contracting the virus along with the control measures introduced by the Government were felt across the district. As a result, a comprehensive assessment of Huntingdonshire was conducted in June 2020, to better understand the emerging risks and impacts of the pandemic.

COVID-19 Response in Huntingdonshire

The Community Impact Assessment (June 2020) was instrumental in helping us to prioritise the work needed within our services and wider partners to respond, with a number of projects being delivered:

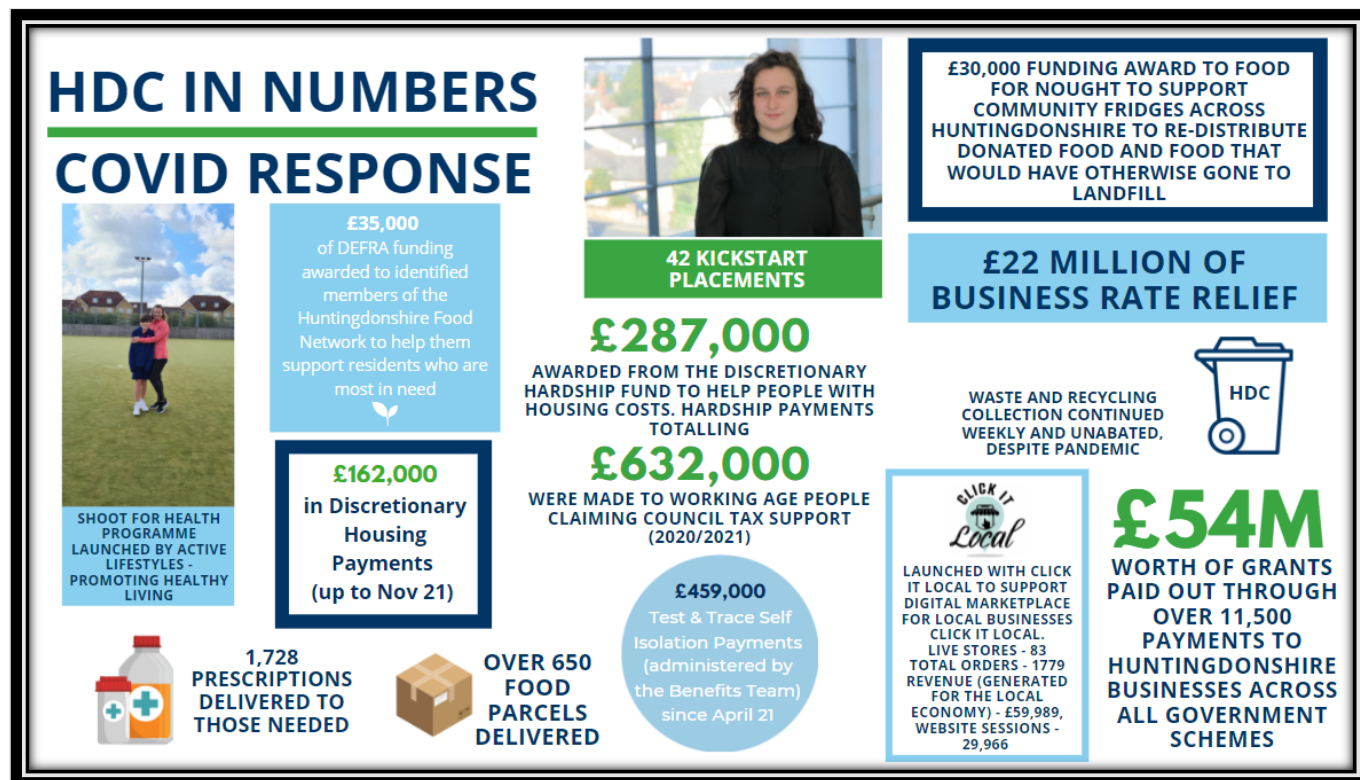
1. Food Network; to establish Food Banks and develop a Huntingdonshire Food Poverty Action Plan.
2. Early Intervention; to develop a diagnostic signposting tool (app).
3. Business Digitisation; to register 100 stores registered with Click It Local (local online shopping platform) and improve digitalisation for local businesses.
4. Kickstart; to provide and fill 50 HDC placements and 50 Gateway (non-HDC) placements.
5. Job Clubs; to establish 6 job clubs.
6. Healthy Living; to increase physical activity for inactive residents.
7. Area Connectivity; to map walking & cycling routes and develop an HDC walking & cycling strategy.

Shaping the Future – our approach to recovery from COVID-19

8. Welcome Back; to support local businesses and increase footfall in the High Streets of our four market towns.

How did we make a difference?

The work across the District Council services, joining forces with our voluntary and community groups, wider partners and health providers made a positive difference in many ways.



What is left to do?

Plenty! As the variants of COVID-19 continue to adapt and change over time, so our response to the pandemic for our district needs to as well. A year on from the initial Impact Assessment we have carried out a similar assessment to determine how successful our projects had been but also to identify the most significant impacts that still affect our district.

The Impact Assessment 2021 used data to understand the changes to behaviour and environment that COVID continues to influence and impact, along with identifying any specific groups that have been disproportionately affected by the pandemic. As a framework the Impact Assessment 2021 followed the structure of the Huntingdonshire District Councils Corporate Plan by splitting out impacts as follows:

People (Good Start/Good Health):

We want to make our district a better place to live, to improve health and well-being and support people to be the best they can be

Place (Good Place/Good Work):

We want to make Huntingdonshire a better place to work and invest and we want to deliver new and appropriate housing.

Key Impacts of COVID-19

1. 40,215 [positive Covid-19 cases](#) have been recorded in Huntingdonshire from 13th March 2020 to 31st January 2022
2. Universal Credit and Job Seekers Allowance monthly claimants at August 2021 were 3,245; well above pre-pandemic levels (1,640 at March 2020)
3. During the first national lockdown (February - May 2020) there were more than 5,000 additional claimants over the period (a 43% rise). The majority (over 89%) of the increase was due to claims for Universal Credit (UC) only
4. The number of households in receipt of UC payments was twice as high (+100%) at May 2021 than February 2020, with large increases for all family types with the largest increase among the “single, no children” family type.
5. The number of Local Council Tax Support claimants increased significantly between April to June 2020 (up 5.6%) and also saw larger increases until the end of 2021 (9.5% increase compared to 2020)
6. 30,700 employment aged residents were furloughed across the district (31% of employment aged residents)
7. At August 2021 the unemployment claimant count total (3,245) was higher than any point of the previous economic downturn and remains well above pre-pandemic levels (1,640 at March 2020).
8. There were 11,200 registered self-employed people within Huntingdonshire in 2021 (people aged 16-64 who were employed), a decrease of 9% compared to the previous year
9. Huntingdonshire District Council’s active housing register case load for Bands A (urgent need) and B (high need) combined at 20/9/21 was 22% higher than at 29/4/20.
10. Figures from Cambridgeshire County Council’s Safe Accommodation Strategy show that from April 2020 to March 2021 police Incidents with a domestic abuse flag were up 5.7% on 2019/20 to 9,299
11. Cambridgeshire County Council’s Service Director’s Report: Children and Safeguarding, advise that it has become clear “there has been an increase in the complexity of need among those children and young people who are open to children’s social care services”
12. Figures for Cambridgeshire show the overall number of pupils eligible for free school meals in January 2021 was 15,803, up from 12,235 in January 2020 (a rise of 29%)
13. There were 780 apprenticeships commenced in the academic year 2020/21, a drop of 16% compared to the previous year and the number of students under 19 starting apprenticeships fell to 19% from 22% in the previous year.

The table below represents the areas that have experienced the most significant changes as a direct result of COVID-19 and therefore where, across the whole public sector, we need to prioritise our efforts and resources to ensure we improve outcomes for every resident and business in the district. At the Council we pledge to play our part.

<p>Good start</p> <p>PROVIDE life opportunities for residents</p> <ul style="list-style-type: none"> ❖ SUPPORT our residents in Huntingdonshire to successfully adjust to all life-changing events they experience from birth to grave <ul style="list-style-type: none"> • Improve education and support for children 0-16 yrs • Improve further education and apprenticeships for 16+ yrs • Improve personal safety (in the home) • Prevent and reduce low income and poverty • Prevent and reduce emergency access to food 	<p style="text-align: right;">Good health</p> <p>PROVIDE active opportunities for residents</p> <ul style="list-style-type: none"> ❖ ENCOURAGE our residents in Huntingdonshire to make and take the right choices to improve or support their health and wellbeing <ul style="list-style-type: none"> • Prevent and reduce obesity • Increase physical activity • Improve mental health • Prevent and reduce adult social care
<p>Good place</p> <p>STRENGTHEN the local community</p> <ul style="list-style-type: none"> ❖ SUPPORT our residents in Huntingdonshire to remain living in the area with affordable housing and a manageable cost of living <ul style="list-style-type: none"> • Create affordable housing for local residents • Improve personal safety (outside the home) <p>ENHANCE the local environment</p> <ul style="list-style-type: none"> ❖ TAKE positive action to preserve and protect the natural environment when making improvements and developments to Huntingdonshire <ul style="list-style-type: none"> • Increase use of parks and open spaces • Increase use of active travel (walking and cycling) • Increase public transport usage (bus and rail) 	<p style="text-align: right;">Good work</p> <p>STRENGTHEN the local economy</p> <ul style="list-style-type: none"> ❖ SUPPORT our Huntingdonshire businesses if impacts such as COVID vs Brexit and/or lack of skills and employment emerge over the coming year <ul style="list-style-type: none"> • Improve skills and employment

Our Approach to the impacts of COVID

The data-driven analytical view has highlighted some key areas of focus for both the Council and our partners. As we continue living through the pandemic it is apparent that the impact of COVID have exacerbated inequalities that already existed i.e.: people who were struggling before COVID are more likely to be in a worse position now. As a Council we are committed to take an active role in addressing these impacts and inequalities by capitalising on our existing strategies, services and partnerships. This will shape how we deliver our services to mitigate these impacts, prioritising our actions and influencing those of our partners.

How does our Approach fit within the Council?

Whilst the impacts of the pandemic have been significant, the Council's Vision and key objectives, established in our Corporate Plan, continue to underpin the work required to recover from COVID but now with greater importance.

The Council remains focused on delivering a **Vision for Huntingdonshire** that:

- Supports a safe and healthy environment
- Delivers economic growth
- Provides value for money services and
- Creates opportunities for the people of Huntingdonshire

Our Approach for Recovery therefore continues to support the Council's intent to:

- Continue to take a proactive role with the agencies, partnerships, and networks to drive social and economic recovery.
- Work with our communities and community facilities, enabling people to be more resilient to help themselves.
- Support people to improve their health and well-being.
- Continue to lead sustainable place making to deliver our Local Plan Objectives for 2036 through strong economic growth with strong environmental principles, good design of our homes and infrastructure.
- Focus on the continued regeneration of our towns through the Future High Streets Fund and Accelerated Market Towns Programme.
- Continue to create, protect, and enhance our safe and clean environment within which Huntingdonshire and its people can thrive with our clear commitment to net carbon zero by 2040.
- Invest in our parks and open spaces to support health and well-being including biodiversity net gain delivered through our commitment to doubling nature.
- Deliver reliable and efficient services at good value to our residents.

Key principles of our Approach to Recovery

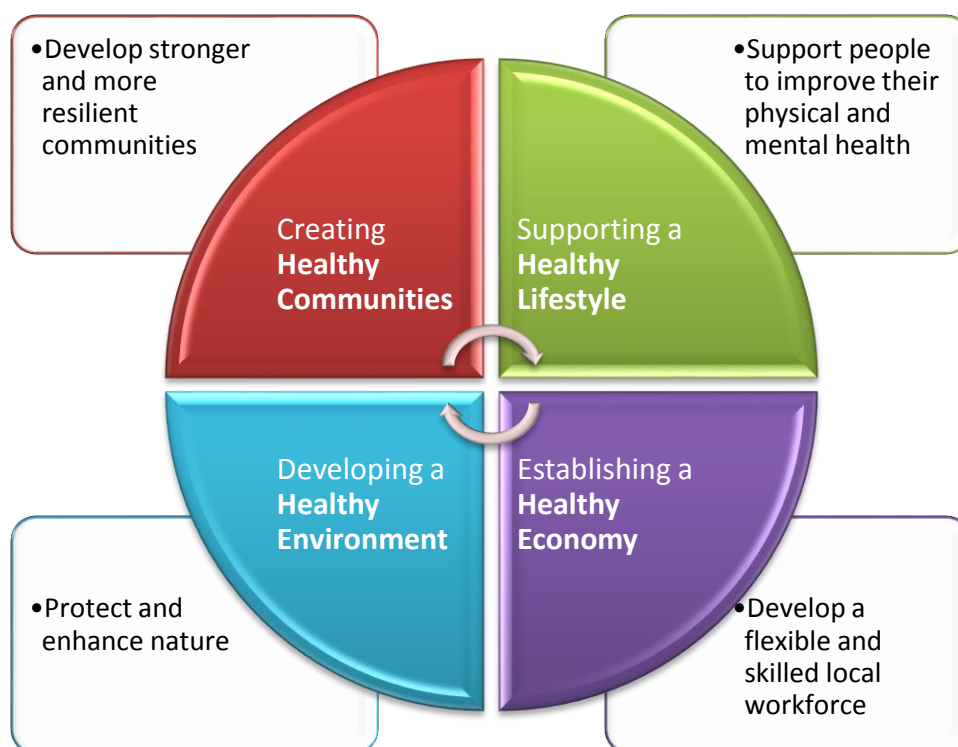
Aligning to the Council's Vision and key objectives, the aim to our Approach to Recovery is specifically to support resilience and sustainability in Huntingdonshire from the enduring challenges that have arisen from or been impacted by COVID-19 (or other significant influencing factors in the future). To do this we have identified key principles that define our Approach. These are to:

1. Investigate new ways of understanding and addressing needs to stop people falling onto crisis by offering prevention and early intervention support.
2. Influence our partner organisations to prioritise how they deliver their services, where the Council does not deliver these services e.g.: education.
3. Use data and analytics (quantitative information) along with insight from customers, residents, businesses, community groups and visitors (qualitative information) to help us make the right decisions.
4. Focus our existing limited resources and services in the best place to make the biggest impact - on the key challenges to support our residents and businesses build resilience.
5. Ensure our activities align and compliment core Council and partner strategies to minimise duplication of effort and reinforce consistent messaging about district priorities.
6. Actively work to ensure the ongoing overheads of the Council are not increased through the recovery activities by using Council funds efficiently and effectively whilst seeking external funding opportunities.

Key Priorities for Recovery

We have assessed the current effort and resource in place across the impacts identified in the Impact Assessment. As a result, the Council’s agreed key priorities for Recovery are:

- WE ARE - reviewing and enhancing the services and activities we deliver to ensure they meet the changing needs of our residents
- WE WILL - work with our partners to influence and assist with their activities.
- WE WILL - help provide opportunities for residents to improve their health and quality of life.
- WE WILL - seek every opportunity to improve skills, attract businesses and provide jobs for our residents.
- WE WILL – support local communities to increase the help they offer to our residents.
- WE WILL – continue to support and deliver Government grants and policy interventions to reduce the impact of COVID on our local economy.
- WE WILL – ensure our local environment is clean and healthy for our residents.



Shaping the Future – how our Approach to Recovery will be delivered

Recovering from COVID is a priority for the whole Council and is therefore a central focus for the Council’s key strategies, influencing those of our key partners. Together we are working to deliver activities for the benefit of Huntingdonshire’s recovery as illustrated in the chart below:

Recovery Priorities – Shaping the Future



An established Council strategy is already in place to support each key priority, their actions delivering the Council’s Corporate Plan. An overview of each key strategy, and specifically how it will contribute to the Approach for Recovery is detailed on the following pages:

Executive Portfolio Lead	Cllr Simon Bywater (Executive Councillor for Community Resilience and Wellbeing)
Accountable Officer	Jayne Wisely (Head of Service for Leisure and Health)
Link to document	TBC

Strategy Outline:

The Council’s approach for how we intend to improve the health of our residents, working alongside our communities and key health providers.

The vision is for Huntingdonshire to support positive health outcomes by encouraging residents in Huntingdonshire to make and take the right choices to improve and support their health and wellbeing.

The Health and Wellbeing Strategy aims to:

- support the improvement of population health and wellbeing through prevention and early intervention
- support the reduction in health inequalities across the district
- get people more active; physically, mentally and economically

HDC Population Health Framework



How the Strategy will deliver our Approach to Recovery:

Through an Integrated health and care system of providers:

- influence key decisions so they are positive for our residents
- update our local partner organisations on developments and decisions
- actively support the delivery of the priorities

Through the work on social determinants of health; support healthy initiatives for:

- the food we eat
- the money we have available
- the quality of our education (both children and adults)
- the quality of our employment

Through the work on our health, behaviours and lifestyle; deliver and promote activities to:

- reduce incidence and prevalence of diabetes
- reduce level of obesity
- improved mental health

Through the communities we live in and with; contribute to ensuring health outcomes are integral for:

- the homes we live in
- the family, friends, social networks, and community we have around us
- our surroundings & how we travel through them

Shaping the Future – our approach to recovery from COVID-19

Environmental and Climate Strategy; Huntingdonshire 2040

Executive Portfolio Lead	Cllr Ryan Fuller (Executive Leader, Chairman of the Cabinet and Executive Councillor for Housing and Economic Development)
Accountable Officer	Neil Sloper (Assistant Director Recovery)
Link to document	TBC

Strategy Outline:

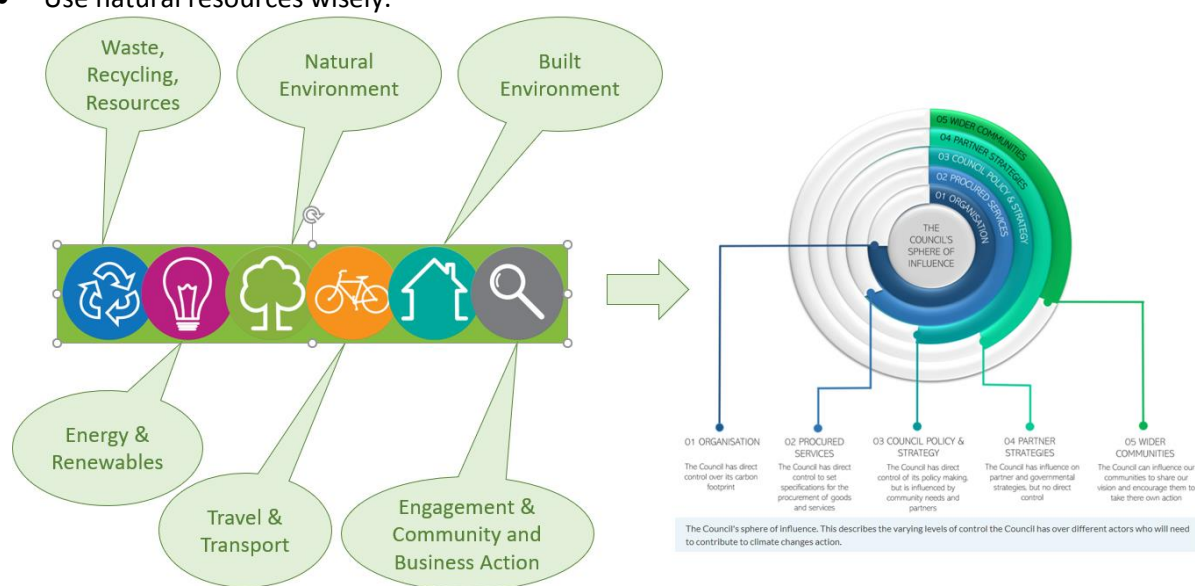
A refresh of the Council’s strategic approach to environmental and climate issues based on the new environmental principles the Council adopted 15th December 2021.

The vision is for Huntingdonshire is to be net carbon zero by 2040, delivered through sustainable place-making to ensure we have:

- strong economic growth with strong environmental principles
- good design of our homes and infrastructure
- health and biodiversity net gain

The strategy’s key priorities are to:

- Target net carbon zero at a district level by 2040
- Protect, restore, enhance and create new nature areas and natural capital assets
- Be an exemplar for environmentally sustainable development, in line with the ambitions set out in the Government’s 25-year plan, going beyond the minimum legislated requirements for development.
- Ensure that existing and new communities see real benefit from living in the Huntingdonshire.
- Use natural resources wisely.



How the Strategy will deliver our Approach to Recovery:

1. Provide a carbon and environmental evidence base to drive the delivery of the strategy through trackable measures and targets
2. Consult with our communities and businesses on their priorities and incorporate their needs into achievable actions to deliver a net carbon zero district by 2040
3. Lead by example by ensuring the District Council actively amends its services and activities to be net carbon zero by 2040 as an organisation
4. Support our communities and businesses to work with us towards the aspiration of a net carbon zero district by 2040
5. Establish an appropriate communication programme to inform and influence our partner organisations, businesses, voluntary and community groups, town and parish councils and residents to positively contribute to the natural environment and reduce pollution

Executive Portfolio Lead	Cllr Ryan Fuller (Executive Leader, Chairman of the Cabinet and Executive Councillor for Housing and Economic Development)
Accountable Officer	Nykki Rogers (Economic Development Manager)
Link to document	Ready to Recover

Strategy Outline:

The Council’s strategic approach to meet the objectives of the Local Plan 2036 and create 14,400 new jobs within the district.

The vision is Huntingdonshire has a strong and stable economy to allow our businesses to grow locally, internationally and to attract new businesses into our district.

The strategy’s key themes are:

1. Inward investment
2. Conditions for growth
3. Fuelling our economy
4. Maximising our skills
5. Vibrant town centres
6. Supporting our business sectors

How the Strategy will deliver our Approach to Recovery:

1. **Maximising our skills** by supporting the work of the Combined Authority of Cambridgeshire and Peterborough, who lead on the activities to improve skills and employability, through:
 - District-level action plans
 - Adult education budget
 - Established Apprenticeship Hub at the University of Peterborough
 - Specific skills and employability opportunities across the health and care sector
 - Career education services

As a district Council we continue to engage with our local business to support through funding (business grants, start-up grants) and an active advice and knowledge exchange.

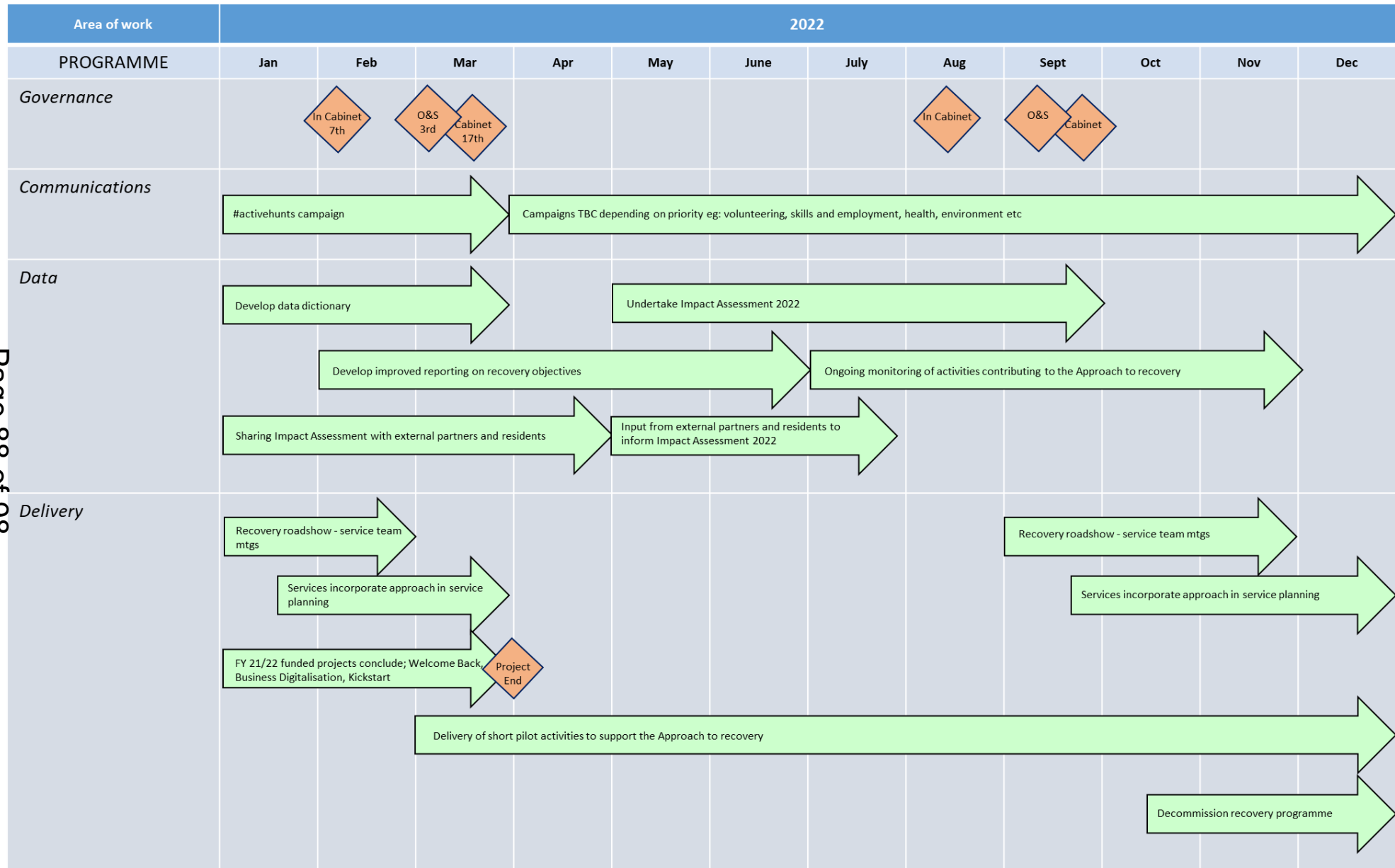
2. **Vibrant town centres** The Economic Growth Strategy was written before the pandemic and relates to supporting the workstreams in the wider Market Towns programme; to improve the four market towns in our district. There has been short-term Covid related funding through the European Regional Development Fund which aims to increase footfall to the high streets of Ramsey, Huntingdon, St Neots and St Ives through a range of activities including:
 - Public promotion and communication about town centre activities
 - Support and awareness for businesses
 - Beautification and public realm improvements
 - Activities to support the visitor economy

Action Plan for the Recovery programme

As a Council we are already embedding our recovery priorities within our services to focus existing resources and work smarter. Along with the separate actions plan that will track the delivery of each of the 4 key strategy documents, the Recovery programme is committed to delivering the follow actions:

Action	When	Measure of success
Share the findings of the Impact Assessment with the voluntary sector, town and parish councils, community groups and residents.	January – April 2022	15 Registered Organisation All town and parish councils – via email All residents - via HDC website and Recovery communications
Continue to embed the data-driven approach at the core of the Council’s strategy and planning.	January – March 2022	Creation of a data dictionary; internal and external datasets consolidated. Accessed and used by key HDC staff
Support services incorporate the key priorities of recovery into their service planning activities and delivery.	February – March 2022	All HDC services complete a service plan that includes activities to address the recovery key priorities
Conclude existing projects established to support recovery at the start of the pandemic or transition them into the delivery of services	March 2022	Projects successfully embedded into Business As Usual service delivery. Learning from concluded projects shared with other HDC projects.
Work with our partners to identify and deliver targeted pilot activities that test out an idea or opportunity to address the key priorities of Recovery	March – December 2022	Pilot initiatives concluded within 2-3 months with outputs owned corporately to assess the viability to scale the work (based on outcomes, funding and resource)
Revise our existing recovery dashboard reporting to monitor the key impacts of COVID ensuring they improve or continue to be prioritised in the future	February – June 2022	Dashboard version 2 to monitor existing activities to address the Recovery key priorities and track against expected progress and outcomes – new outcome targeted measures for Huntingdonshire to track progress against the identified priorities. To be reported via scrutiny supplementing the Council’s existing performance measures.
Undertake a further data-driven Impact Assessment to monitor progress and inform the Council’s future priorities and services	May – September 2022	Quantitative Impact Assessment created; 50 subject areas and findings shared with HDC staff, Members, and partners
Seek input from the voluntary sector, town and parish councils, community groups and residents for qualitative input into the next Impact Assessment	May – July 2022	Qualitative input gathered to inform Impact Assessment. 15 Registered Organisations and Hunts Forum, with online survey for residents
Support internal services to consider the findings of the Impact Assessment 2022 and review service deliver/ demand and make necessary changes	September 2022 – November 2022	All HDC services complete a service plan that includes activities to address the recovery key priorities
Decommission the Recovery programme of work to ensure all active work is transitioned into Business As Usual and all lessons learnt are shared corporately	October 2022 – December 2022	End Project Reports for each concluding projects, Transition plans for each continuing project. End Programme Report for Recovery programme and Lessons Learnt created and shared with Corporate SLT and Members

Shaping the Future – our approach to recovery from COVID-19



APPENDIX B – Scope OF RECOVERY PROGRAMME JANUARY 2021

Nineteen areas of work were identified to address the impacts of COVID-19 across these key themes. An organisational programme review, in April 2021, rationalised these areas of work into projects delivered by HDC officers, projects delivered by partner organisations and Business as Usual (BAU) activities.

The below was agreed by Corporate Senior Leadership team on 18th May 2021 enabling the Recovery Programme to proceed as follows:

- Projects – actively managed, reported and outcomes measured through the recovery programme
- Un-scoped – actively managed to initiate the project work and include as a live project in the programme
- Partner delivery – BAU resource to maintain role of Subject Matter Expert if/when required for input by the delivery partner but no further action required
- Business as Usual – regular reporting required to maintain monitoring of activity but no active management of a live project as part of the programme

Projects	Un-scoped	Partner delivery	Business as Usual (BAU)
1. Food Poverty	9. Young Entrepreneurial Support	12. Active Travel Schemes	2. Business CRM
4. MHCLG Early Intervention	10. Healthy Living	13. Green Recovery Challenge	3. Business Engagement
5. Business Digitisation - Click it Local			11. Rough Sleepers
6. Kickstart			16. Reopening of Leisure Centres
7. Local Job Clubs			17. Car parking charges
8. Improving Digital Infrastructure			18. Maximising NNDR and Council Tax Collection
14. Town and large employment area connectivity			19. Maximising rental income on Estates portfolio
15. Town Centre reopening - Think Local			

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Overview and Scrutiny Work Programme 2021/22

Performance and Growth

In Progress

Topic	Membership & Scope	Lead Officer	Progress
Transport Strategy	Councillor I D Gardener Councillor P L R Gaskin Councillor M S Grice One vacancy	Corporate Director Place	Study has not commenced.
Asset Management Strategy	Councillor I D Gardener Councillor D A Giles	Jackie Goldby/Justin Andrews	<p>1st February 2021 – Members met with the Interim Commercial Estates Manager and provided input and feedback into the Strategy.</p> <p>Next Step The Strategy will be presented to Overview and Scrutiny in Autumn 2021.</p>
Market Towns	Councillor B S Chapman Councillor S J Corney Councillor D B Dew Councillor A Roberts Councillor T D Sanderson	Oliver Morley	<p>16th November 2021 – Members met to complete scoping document.</p> <p>December 2021 – Members heard from the Corporate Director – People and selected a focus for the group.</p> <p>Next Step A report is being drafted which will be presented at a future meeting.</p>

Customers and Partnerships

In Progress

Topic	Membership & Scope	Lead Officer	Progress
Digital Strategy	Councillor D M Tysoe Councillor R J West	Tony Evans	Next Step The Digital Strategy will follow the completion of the Core Service Strategy.
Climate Change Strategy	Councillor T D Alban Councillor Mrs S R Wilson One Vacancy	Neil Sloper	18th October 2020 – The Democratic Services Officer (Scrutiny) attended the Centre for Public Scrutiny and Local Government Association Scrutinising Climate Action Webinar on 18th September. Next Step Research is being undertaken with an expected consultation due in Spring 2022.
Strategic Review of Markets	Councillor B S Banks Councillor S J Corney Councillor Ms A Dickinson Councillor Mrs A Diaz (also the Executive Councillor for Operations and Environment, Councillor Mrs M L Beuttell) To conduct a Strategic Review of HDC Markets and produce a Vision statement and a Strategy.	George McDowell	5th November 2020 – The Panel received a report and suggested scoping document for the Strategic Review of Markets. Members agreed to endorse the approach and aims as set out in the scoping document and appointed five O&S Members to join the Executive Councillor for Operations and Environment in conducting the Strategic Review.

			<p>18th February 2021 – The review commenced and Members discussed the survey.</p> <p>23rd March 2021 – Members reviewed the survey and provided feedback.</p> <p>22nd June 2021 – Members reviewed the results of the survey and provided feedback.</p> <p>20th July 2021 – Members agreed that a survey of market traders would be undertaken over the summer.</p> <p>Next Step – The report will be presented to the Panel in July 2022.</p>
Waste Strategy	<p>Councillor Ms A Dickinson Councillor D A Giles Councillor Mrs S Smith Councillor Mrs S R Wilson</p>	Neil Sloper	<p>Study has not commenced.</p> <p>Update (provided on 24th November 2020) – The delivery of HDC’s Waste Strategy is linked to two other strategies. The first is DEFRA’s Resources and Waste Strategy. This strategy determines any changes to waste collection practices and the options available for the collection of household waste. This has been delayed until spring 2021.</p> <p>The second is the RECAP (Cambridgeshire and Peterborough</p>

			<p>Waste Partnership) Waste Strategy, which is the parent strategy to HDC's Waste Strategy. The partnership has conducted modelling work with DEFRA to look at the impacts and alternatives of different approaches to waste and recycling collection models but is unable to continue the work until DEFRA's strategy is clear.</p> <p>The delay in the delivery of DEFRA's Strategy has had a knock-on effect for the expected date of RECAP's Strategy, meaning that the delivery of HDC's Strategy has been delayed until January 2022.</p>
Lifelong Health – Part Two	<p>Councillor S J Criswell Councillor Mrs A Dickinson Councillor K P Gulson Councillor Mrs S Smith Councillor Mrs S R Wilson One vacancy</p> <ul style="list-style-type: none"> • Identify ways of developing better health outcomes for residents. • Identify the benefits of a whole system approach for the Council. 	Oliver Morley	<p>12th September 2019 – The Panel received the final report of Part One and agreed to continue the study under the guise of 'Part Two'.</p> <p>14th October 2019 – The Task and Finish Group met with Liz Robin, Public Health.</p> <p>10th December 2019 – Following the presentation of the Part One report to Cabinet and the meeting with the Director of Public Health, the Task and Finish Group met to refocus the scope of the study. The study will now focus primarily</p>

		<p>on collaboration with Parish & Town Councils and community groups in order to improve residents' physical activity and well-being.</p> <p>13th January 2020 – The Task and Finish Group received a presentation from Active Lifestyles and assessed the interaction the service has with Parish & Town Councils and community groups.</p> <p>28th January 2020 – Alyce Barber, Community Development Officer, attended and informed Members of her work with projects that helps build social contact, builds support networks and addresses mental health issues. Members will also discuss the evidence that links an individual's mental health with physical health.</p> <p>12th February 2020 – The Task and Finish Group received and discussed a number of case studies.</p> <p>26th November 2020 – The Group met and conducted an evidence review. Members recognised that the health issues discussed were around before the pandemic, however they have been affected by it. Despite this, it was decided that any health plan for the District should</p>
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			<p>look beyond the pandemic and be a post Covid-19 plan. The Group decided that the recommendations should be focused on the following themes: access to healthy food, mental well-being and physical health.</p> <p>Next Step – A final report is in the process of being drafted.</p>

Completed

Topic	Membership & Scope	Lead Officer	Progress
Health	Councillor M Haines Councillor Mrs M Kadewere Councillor T D Sanderson Councillor Mrs S Smith Councillor Mrs S Wilson	TBC	17th November 2021 – Members met to complete scoping document. December 2021 – A presentation from Oliver Morley was arranged, following which, it was decided to disband the group.
Flooding Review	Councillor Mrs S J Conboy Councillor S J Corney Councillor I D Gardener Councillor D M Tysoe Councillor R J West Compile and review evidence (quantitative and qualitative) relating to the December 2020 flooding events, to: 1) Understand what happened. 2) Review the response. Consider future prevention/mitigation.	Corporate Director Place	28th January 2021 – The Task and Finish Group met and began the review. 25th February 2021 – Quinton Carroll, Hilary Ellis, Sue Grace and Emyr Price of Cambridgeshire County Council attended the meeting and answered Members' questions. 11th March 2021 – Paul Burrows and Phillipa Hulme of the Environment Agency attended the meeting and answered Members' questions. July 2021 The final report was presented to the Panel and Cabinet. October 2021 Cabinet feedback was presented to the Panel.

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