

**PARTNERING AGREEMENT**

**Appendix 1**



**PERTH AND KINROSS COUNCIL AND TAYSIDE CONTRACTS  
ROAD MAINTENANCE PARTNERSHIP  
PARTNERING AGREEMENT  
1 APRIL 2024 TO 31 MARCH 2026**



# **PARTNERING AGREEMENT**

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# **PARTNERING AGREEMENT**

## **INTRODUCTION**

### **EXECUTIVE SUMMARY**

It is proposed that the roads maintenance service for Perth and Kinross Council continues to be delivered by partnering with Tayside Contracts and be delivered by means of a Partnering Agreement.

The Partnering Agreement will be for a 2 year period, plus 2 year extension option and will be reviewed prior to the end of the agreement with a recommendation being made to Perth and Kinross Council to continue, if considered to still be fit for purpose.

Operational delivery will be by means of an integrated organisation comprising both Perth and Kinross and Tayside Contracts road maintenance employees.

Responsibility for service delivery will be by means of an Executive Board consisting of Officers of Economy, Place and Learning, Perth and Kinross Council, and Tayside Contracts.

### **SERVICE DESCRIPTION**

Perth and Kinross Council provides a full range of services including its statutory duty as Roads Authority under Roads (Scotland) Act 1984 and Transport (Scotland) Act 2005. The roads maintenance service provides for the effective maintenance of the adopted road network, including footways, to ensure that it is properly maintained in a safe condition.

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The road maintenance service is responsible for ensuring that statutory inspections are carried out and any necessary works are undertaken to ensure the continuing safety of road users. In addition the service is responsible for reviewing the overall condition of the network and for compiling and implementing a prioritised programme of named schemes for structural maintenance works.

The service is responsible for ensuring that gritting and snow clearing operations for winter maintenance are carried out in an effective and efficient manner and is committed to reviewing and improving this element of the service using the necessary resources and technology as appropriate.

The service recognises the potential environmental impacts of its operations and supports the use of recycling techniques and use of recycled materials where proven and appropriate.

## **VISION STATEMENT**

The Partnership will deliver a sector-leading service for road maintenance, driving improvements which will be demonstrated through a number of focussed performance measures.

Our aim is to:

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- Improve the overall management and maintenance of the road asset and become one of the leading authorities in Scotland for this service.
- Achieve Best Value in the procurement of road maintenance works.
- Improve the public perception of the condition of the road asset by positive interaction with customers.
- Achieve Significant Trading Operation legislative requirements.
- Ensure that health and safety is fully considered within every aspect of work undertaken.
- Minimise the adverse impact that the road maintenance function has on the environment.
- Create a responsive organisation that develops, monitors and evaluates standards of performance.
- Encourage innovation that adds value to our products and services.
- Seek to expand our customer base within current legislation for the benefit of the community.
- Effectively manage and develop our people.
- Improve communication and awareness.
- Reduce duplication, both in terms of systems and resources.
- Mitigate the impact of inflation on the average unit cost of road maintenance works.
- Improve management and reporting.
- Improve supervision and productivity.

The culture, ethos and vision of the two organisations is ideally suited to providing a seamless best value road maintenance service to the Council and to end users of road maintenance services in Perth and Kinross through the framework of a Partnering Arrangement. Our approach and commitment to the Partnering Agreements is detailed below.

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## **CHARTER**

We are committed to working together to deliver a successful road maintenance service meeting all safety, cost, quality and time criteria and demonstrating best value. To achieve this we will be:

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

## **PARTNERSHIP OBJECTIVES**

We will work together to improve the service we provide to all road users by:

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- Improving the efficiency of the service.
- Making best use of all the resources available to us.
- Minimising the adverse environmental impact of our activities.
- Reducing unnecessary disruption to the public.
- Ensuring the quality of our work is maintained and improved.

Our goal will be to get things right first time every time.

## **MANAGEMENT**

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The Executive Board (the board) is responsible for the overall performance of the service. It consists of 6 officer members, 3 from Perth & Kinross Council and 3 from Tayside Contracts together with the Roads Maintenance Partnership Manager.

The board will meet not less than 4 times per annum and more frequently if determined necessary. It examines all aspects of the service covered by the Agreement which affects the effective delivery of the service and is supported by a range of performance information.

Each party may appoint or remove members by notice to the other, and each party will use best endeavours to notify the other party when a substitute will be in attendance.

The Board operates as follows:-

- The Chair is appointed annually by rotation at the Boards Annual Meeting
- The quorum for meetings shall be 5.
- The Board shall meet at least four times a year of which one meeting will be the Annual Meeting.

The Executive Board shall hold the Roads Maintenance Partnership Manager accountable for the day to day running of the partnership and shall provide strategic direction, corporate monitoring and reporting, leadership and support to the partnership.

The Road Maintenance Partnership Manager shall be responsible for the day to day operation of the partnership and for updating the Executive Board on progress in relation to the Performance Measures & Targets as detailed in the annual service plan agreed by the Executive Board.



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More specifically the Roads Maintenance Partnership Manager shall present to the Executive Board at all its meetings a quarterly performance report detailing outcomes achieved in relation to service plan objectives. The Roads Maintenance Partnership Manager shall also present an annual report to the Executive Board detailing the performance of the partnership against the service plan objectives.

The organisational chart showing the operational structure of the service, split between Tayside Contracts and Perth and Kinross Council staff is detailed at Appendix 1.

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### **GOVERNANCE & PERFORMANCE MEASURE**

The Roads Maintenance Partnership Manager will ensure governance requirements of both organisations are complied with and kept separate as required for commercial confidentiality reasons. Clear process and procedure will be in place to ensure the transparency of this activity.

Works will be awarded in accordance with “Proposals for Obtaining Best Value in Procurement of Works” as approved by Roads & Transport Committee on 13<sup>th</sup> February 2002.

An annual service plan shall be prepared by Roads Maintenance Partnership Manager detailing Performance Measures and Targets to be achieved. An Executive Board shall be responsible for agreement and delivery of the Performance Measures and Targets.

The Road Maintenance Partnership Manager shall be responsible for the day to day operation of the partnership and for updating the Executive Board on progress in relation to the Performance Measures and Targets as detailed in the annual service plan agreed by the Executive Board.

General performance indicators as derived from the APSE return will be monitored and reported to Council annually. These will be compared against similar authorities in accordance with Society of Chief Officers for Transportation in Scotland Asset Management Family Groups.

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The aim of the Partnership is to improve the condition of the road network in the most cost effective manner as possible. The Roads Maintenance Partnership Manager will monitor and report unit costs to ensure value for money continues to be provided.

The Roads Maintenance Partnership Manager will bring to Council new and reviewed Policy/Strategy as appropriate to the delivery of the road maintenance service.

### **Term**

The term of this agreement will be from 1 April 2023 (backdated) for a period of 5 years ending on 31 March 2028 unless otherwise agreed. The agreement will be reviewed prior to the 31 March 2028 and a recommendation made as to its continuation. In the event that the Partnership is considered to continue to be a success, it is the intention of all parties to extend the Partnership for a further period.

### **Payment**

Works will be awarded and reimbursed in accordance with “Proposals for Obtaining Best Value in Procurement of Works” as approved by Roads & Transport Committee on 13<sup>th</sup> February 2002.

Tayside Contracts will assess the amount due and submit an invoice at the end of each month.

The Employer pays Tayside Contracts within 3 weeks of receiving the Tayside Contracts invoice.

If the Employer does not agree with the invoice submitted by Tayside Contracts, he notifies Tayside Contracts of the reason for his disagreement before the payment becomes due.

Should Tayside Contracts wish to dispute the Employers decision the Dispute Resolution Procedure would begin at Stage 1.

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### DISPUTE RESOLUTION

We intend that where a dispute arises, it should be resolved at the earliest possible time and at the point of dispute. Where a resolution is not achieved the following will apply:

#### Stage 1

- The matter will be referred by the parties in dispute to the Roads Maintenance Partnership Manager who will rule on the dispute.
- Where resolution has not been determined the Roads Maintenance Partnership Manager will escalate as follows:

#### Stage 2

- The matter will be referred by the Roads Maintenance Partnership Manager to Head of Service Environment and Consumer Services, who will resolve the matter with the Head of Operations, Tayside Contracts. Where satisfactory resolution has not been agreed the HoS will escalate as follows:

#### Stage 3

- The matter will be referred to Depute Director Housing and Environment and the Managing Director of Tayside Contracts who will be the final arbitrars.

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### **INSURANCE**

The Council indemnifies Tayside Contracts against claims, proceedings, compensation and costs payable which arise directly from the lawful, non-negligent provision of the service, or which arise from any fault, negligence, breach of statutory duty or any acts prejudicial to any legal rights which provision, fault, negligence, breach of statutory duty or prejudicial acts are solely attributable to the Council which are the unavoidable result of the service or of providing the Service or which arise from fault, negligence, breach of statutory duty, or interference with a legal right by the Council except by Tayside Contracts.

Tayside Contracts indemnifies the Council against loss, damage, injury, illness or disease, claims, proceedings, compensation and costs arising from their negligent carrying out of the Service.

Notwithstanding the foregoing generality, Tayside Contracts will effect and maintain the following insurances:

Employers Liability: minimum indemnity limit £10million any one incident, unlimited in the period;

Public Liability: minimum indemnity limit £10million any one incident, unlimited in the period.

### **PEOPLE MANAGEMENT**

All individuals working within the Partnership will remain on the terms and conditions of their employing organisation. Similarly, all disciplinary, sickness absence, work performance matters etc will be dealt with in accordance with the employment policies, procedures and protocols of the employing organisation. As such the provisions of TUPE do not apply to the Partnership.

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### PROGRAMMING

We agree that the service should be delivered to meet the requirements of the Council and end users in the most efficient manner possible. To do this we will jointly plan and programme work so as to achieve customer satisfaction, best value and compliance with statutory requirements to co-ordinate works on the network.

### TERMINATION

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

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Alison Williams  
Director  
Economy, Place and Learning  
Perth and Kinross Council

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Keith McNamara  
Managing Director  
Tayside Contracts

Date-----

Date-----

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## APPENDIX 1

### Perth and Kinross Council & Tayside Contracts Road Maintenance Partnership

