

# **Service Level Agreement**

**April 2009**

Lothian and Borders Safety Camera Partnership  
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*Service Level Agreement among the  
participants of the  
Lothian and Border Safety Camera  
Partnership*

### **Version Control**

Version	Date	Author	Change
1	July 2007	C. McNeill	Original Document
2	December 2008	C. McNeill	Inclusion of other partners

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## **1. INTRODUCTION**

The purpose of this document is to define the proposed working arrangements, practices and responsibilities relative to each participant of the Lothian and Borders Safety Camera Partnership (L&BSCP) within the scope of the national safety camera project known as the 'Scottish Safety Camera Programme'.

Whilst the Service Level Agreement does not form a legally binding contract, it is envisaged that all participants will adhere to the contents, which should be read in conjunction with the operational cases submitted by the Lothian and Borders Safety Camera Partnership to the Scottish Safety Camera Programme Office.

The Scottish Safety Camera Programme Office has been in place since 2003 and is the governing body for the Safety Camera Programme in Scotland who function under the direction of the Scottish Executive, Justice Department.

## **2. PARTNERSHIP**

The Lothian and Borders Safety Camera Partnership is composed of representatives from the following:

- The City of Edinburgh Council
- The Scottish Borders Council
- West Lothian Council
- Scottish Executive – Transport Scotland
- Lothian and Borders Police
- Midlothian Council
- East Lothian Council
- Scottish Courts Service

The Project Board comprises representatives of partner organisations, encompassing roads, courts, finance, police and other non-financial partners with a road safety or community well being interest or responsibility e.g. Road Safety Co-ordinator, Lothian and Borders Police, NHS Borders, NHS Lothian, Lothian and Borders Fire and Rescue, The Scottish Ambulance Service. The Project Board reserves the right to expand the Board membership as necessary.

### 3. **PURPOSE AND VISION**

By working together, the Lothian and Borders Safety Camera Partnership aims to reduce casualties on the roads throughout the Partnership area through the effective deployment of safety cameras both 'red light' and 'speeding'. Specifically, it aims to achieve widespread and sustained reductions in the number of road casualties as well as the severity of injuries in road collisions. As part of The Scottish Safety Camera Programme, our efforts will be concentrated on those areas that have a history of road collisions involving injury and importantly, where speeding or red light infringements have been a causal factor.

To achieve the strategic aim, the Partnership has the following prime objectives:

- To reduce the number of road collisions involving personal injury and the severity of those injuries.
- To reduce the number of child casualties on our roads.
- To positively influence driver behaviour with regard to speed and red light violations.
- To improve driver awareness of the adverse effects of speeding and red light violation.
- To achieve greater levels of driver compliance of speed limits and traffic signals.
- To provide public reassurance and confidence in the strategic aims of the partnership.

The Partnership will undertake to carry out an ongoing programme of communication activities in its area of operation in an endeavour to promote safety cameras as a road safety measure for the benefit of all road users.

### 4. **TIMESCALE**

This Service Level Agreement is intended to cover a 3 year period from 1 April 2009 to 31 March 2012 subject to annual review or shorter period as determined by the Project Board.

### 5. **INTERNAL COMMUNICATION**

Open communication will be undertaken at all times within the partnership by way of regular Project Board meetings with formal minutes. The frequency of these meetings will be twice yearly with additional meetings taking place if and when required. In addition, a Working Group will be

convened on a more regular basis to deal with day-to-day programme issues. This group will be chaired by the Partnership Manager who will be responsible for upward reporting to the Board.

The Partnership Manager will be responsible for all day-to-day running of the project and relevant business matters. All members of the Partnership should direct issues relative to ongoing business or project development through the Partnership Manager.

## **6. DISPUTES**

All participants are fully committed to the Programme. It is not anticipated that any disputes will arise that cannot be settled within the Partnership's project structure, however, should any occur that are unable to be settled in this way the following procedure will be adopted:

In the first instance the matter will be referred to the Partnership Manager who will attempt to resolve the issue. If necessary, the matter will be referred to the next available Project Board meeting, or if appropriate a meeting will be convened at the earliest opportunity. In the unlikely event that there is a significant dispute, which cannot be resolved at a local level, the dispute will be referred to the Scottish Programme Office (SPO) by the Partnership Manager.

In each and every case efforts should be made to satisfactorily resolve the dispute at the lowest level.

## 7. ROLES AND RESPONSIBILITIES

Roles & Responsibilities	Police	Roads	Finance	Partnership Treasurer
Partnership Manager	*			
Communications Officer	*			
Data Collection	*	*		
Site Maintenance		*		
Camera Procurement	*	*		
Speed & Casualty Analysis	*	*		
Roles & Responsibilities	Police	Roads	Finance	Partnership Treasurer
Monitoring Budgets	*	*	*	*
Best Value	*	*	*	*
PR Strategy	*	*	*	
Media Liaison	*	*		
PR Monitoring	*			
Receive Funds				*
Maintain Accurate Records	*	*	*	*
Prepare Detailed Accounts	*	*	*	*
Submit Invoices	*	*	*	
Redistribute Funds				*
Prepare Monthly and Quarterly Reports				*



Submit Year End Accounts				*
Year End External Audit				*
Site Selection	*	*		
Site Set-up (including purchase of camera, housing, monitoring equipment, power, etc.)		*		
Roles & Responsibilities	Police	Roads	Finance	Partnership Treasurer
Signage and Conspicuity	*	*		
Maintain Cameras	*	*		
Service Camera Sites	*			
Deploy Mobile Cameras	*			
Process Camera Media	*			
Initiate Proceedings	*			
Undertake Enquiries	*			
Process Documentation	*			
Issue Conditional Offers	*			
Produce Monthly Reports	*			

Prepare Police Reports	*			
Attend Court	*			
Undertake Traffic Monitoring	*	*		
Monitor Crashes & Casualties	*	*		

## 8. **SERVICES PROVIDED**

The following summarises the services that each participant will undertake within the remit and scope of the project.

### ***Lothian and Borders Police***

- contribute to the identification of potential new speed and red-light camera sites
- facilitate regular deployment and rotation of cameras at fixed speed, mobile and red light camera sites in each authority area, as applicable
- process offence information
- issue notices of intention to prosecute (NIP's) within legal timescales (14 days)
- process returned driver nomination forms as appropriate
- generate and transmit any requisite correspondence
- issue conditional offers of fixed penalty to identified offenders
- ensure yearly calibration of all camera equipment
- despatch faulty/damaged camera equipment to manufacturer for repair or replacement
- submit monthly breakdown to Partnership Manager detailing levels of offenders detected and levels of all documents issued
- maintain accurate records and accounts of all expenditure to facilitate internal/external audit examination
- submit monthly statements (via internal finance) to the Partnership Treasurer detailing expenditure
- liaise regularly with Partnership Manager regarding ongoing business and any concerns or variances from Operational Case projections

### ***Roads' Authorities***

- identify and agree potential new speed and red light sites
- collaborate on the agreement of site suitability for installation/deployment
- procure necessary site furniture
- procure and maintain cameras and all ancillary equipment
- procure installation and connection of electricity/communication links at chosen sites
- facilitate and maintain secondary road markings at each site, as required
- procure and maintain requisite signing at each fixed, mobile and red-light site
- undertake ongoing evaluation of all camera sites
- undertake ongoing monitoring of speed and casualty data
- maintain accurate records and accounts of all roads related expenditure to facilitate internal/external audit examination
- submit monthly statements (via internal finance) to the Partnership Treasurer, detailing expenditure
- monitor and control expenditure, both capital and revenue, in terms of the Operational Case submission.
- identify any significant variations and advise the Partnership Manager without delay
- liaise regularly with Partnership Manager regarding ongoing business and any concerns or variances from Operational Case projections.

### ***Finance Departments***

- maintain accurate records and accounts of all expenditure to facilitate internal/external audit examination
- submit monthly statements to the Partnership Treasurer detailing expenditure
- prepare and submit monthly invoice to the Partnership Treasurer for all combined Roads, Legal and Finance expenditure
- regularly liaise with Partnership Manager regarding ongoing business and any concerns or variances from Operational Case projections.

***Partnership Treasurer*** – (currently The City of Edinburgh Council)

- facilitate the receipt of revenue and capital grants from the Scottish Safety Camera Programme
- collate all accounts received from individual participants
- distribute revenue to individual participants against invoice (*provided budget status permits*)
- prepare and submit monthly statements and reports on consolidated project accounts to the Partnership Manager
- submit annual consolidated accounts to external auditor to facilitate issue of Audit Scotland certificate to the Scottish Executive
- make arrangements to facilitate the internal audit of participants safety camera transactions
- assist the Partnership Manager in all financial matters, in particular the costing information for Operational Case submissions and interim year-end projections for the Scottish Programme Office

**9. SERVICE STANDARDS**

The following represents the service standards that will be examined to ensure that each participant is achieving the required level of service in terms of the Operational Case. They will be examined and considered individually at a local level as well as in regular discussion with the Partnership Manager and in conjunction with reports on current status to the Project Board.

***Lothian and Borders Police***

- ◆ deploy cameras at fixed and red-light sites on a graded priority basis, dependent upon casualty and offender profiles. Sites with higher outcomes will receive deployment approximately 10 days per month, excluding technical or similar problems. Lower profile sites will receive deployment around 6 days every 2 months.
- ◆ deploy cameras at identified mobile locations on a graded priority basis, dependent upon casualty and offender profiles. Sites with higher profiles will be visited on at least two occasions per month, excluding technical or similar problems. Other sites will be visited at least once per month. The level of deployment will be modified and prioritised in line with ongoing speed and casualty analysis at each site

- ◆ process detected offenders within 10 working days from the day of detection
- ◆ process received correspondence within 14 working days from receipt

### ***Roads Authorities***

- ◆ all new sites to be installed within 3 months of commencement of work on these sites
- ◆ all repairs to be completed within 28 days of detection, excluding instances of major problems or damage such as knockdowns
- ◆ all fixed and red-light camera housings to be maintained in accordance with manufacturer recommendations
- ◆ maintain ongoing evaluation of camera sites

### ***Finance Departments***

- ◆ provide period end accounts within 10 working days from end of period/month
- ◆ forward period invoices to lead authority within 10 working days from end of period/month
- ◆ forward remittance of grant to the Partnership Treasurer within 10 working days from end of period/month.

### ***Partnership Treasurer***

- ◆ distribute grant, or pro rata share as the case may be, to partners within 28 calendar days from date of invoice
- ◆ provide quarterly financial reports within 15 workings days of the end of the preceding quarter
- ◆ present year-end consolidated accounts to external auditor no later than 30 April.

- ◆ complete monthly financial statements within 15 working days from the end of period/month.

## **10. GRANT FUNDING**

The Scottish Safety Camera Programme Handbook contains the rules, as stated by the Scottish Executive governing allowable expenditure for the programme. The handbook is generally updated on an annual basis and the relevant handbook should be referred to as necessary.

The basic principle of the funding mechanism is that the Partnership will receive grants from the Scottish Executive and via the Scottish Programme Office based upon the submission and approval of Partnership's Operational Case. This Operational Case will ultimately be a rolling three-year plan with expenditure predictions reviewed annually and apportionment of grants subject to satisfactory performance against key performance indicators as determined by the Scottish Programme Office.

Participants will inform the Partnership's Treasurer of their projected expenditure on an annual basis. The projected costs for each participant are then detailed within the Lothian and Borders Safety Partnership Operational Case. It is fully understood by each participant that only costs associated with the guidance detailed in the rules of the handbook, are chargeable to the Partnership.

In the event of any legislative issue being current at the time of commencement or arising during the scope of this Service Level Agreement then the Partnership Treasurer will adopt the appropriate mechanism. The appropriate mechanism will be specified by the Scottish Executive and intimated to the Project Board by the Partnership Manager. This and any further alterations will supersede the previously existing mechanism. Any additional costs in implementing, adopting or facilitating these changes will be fully recoverable by the Partnership Treasurer.

It is the responsibility of each participant to manage their own accounting process and ensure that all cost-effective options are being implemented, in the interests of Best Value. If any participant identifies a significant increase or decrease of expenditure from budgetary projections in the Operational Case they must inform the Partnership Manager immediately. The Partnership Manager will then present the information to the Project Board. The Partnership Manager must also inform the Scottish Safety Camera Programme Office if there is an identified risk that the partnership may incur a deficit.

The Project Board can authorise deviations from the projected budget as long as the project rules are still complied with. Any variance in expenditure is limited to a yearly cumulative maximum of 10% of the Operational Case and must be presented to the Scottish Programme Office for approval.

## **11. ACCOUNTING ARRANGEMENTS**

The City of Edinburgh Council has been nominated, and will assume the role of Partnership Treasurer and acting as the accountant for the Lothian and Borders Partnership collective. It will be responsible for receiving grants from the Scottish Programme Office and reallocating these to individual participants.

The Partnership Treasurer will receive grant funding on a regular basis from the Scottish Programme Office based on its continuing performance against targets.

Each participant is required to provide a detailed breakdown of expenditure incurred each period/month. This breakdown should be included with the invoice raised against the Partnership Treasurer.

Participants will invoice the Partnership Treasurer on a period basis for their total expenditure in that period. On receipt of the invoice the Partnership Treasurer will reimburse the participant if there are sufficient funds available. If there are insufficient funds each participant will only be reimbursed on a pro rata basis based on the Operational Case cash flow projections.

VAT is recoverable for participants if the service or asset is used exclusively for 'Crown' business. In this case each participant, except the Police, will invoice the Partnership Treasurer net of VAT with each individual participant being responsible for its own VAT recovery. The VAT rules governing the Police are different. The Police will continue to invoice inclusive of VAT, with the Partnership Treasurer claiming the VAT recovery.

The Partnership Treasurer in conjunction with the Partnership Manager will exercise effective financial monitoring of the Partnership's income and costs throughout the year to ensure the early detection of any potential deficit position at year-end. Appropriate corrective action will be taken to address a potential deficit and this may include:-

- a. postponing the purchase of capital items

- b. reducing revenue expenditure

In the event of an overspend in any Partner's budget and cannot be accommodated from within the wider Partnership Budget then the authority concerned will be required to correspondingly reimburse the Partnership account.

## **12. EXIT STRATEGY**

The Lothian & Borders Safety Camera Partnership's Operational Case is based on a cash flow analysis with capital and revenue expenditure for each active participant being fully grant funded in the current year of projected expenditure. To ensure the integrity of these projections (except in the case of a general dissolution) no participant will be afforded the option of exiting the scheme until 31 March of each financial year and in any event must provide a minimum period of six months notice i.e. notice of any such intention to leave the programme must be intimated to the Project Board by 30 September in the preceding year.

Any participant with an intention of leaving the programme must declare such to the Project Board in the first instance. This option will be available to each active participant on an ongoing year-by-year basis.

Any participant wishing to exit the programme and by so doing place an extra financial burden on the remaining participants. In this instance they will recover their outstanding costs on a pro rata basis along with other participants.

## **13. DISSOLUTION**

In the event that the majority of the participants in the partnership wish to withdraw, or for any other reason agreed by the partnership board, it may recommend to the participants' Chief Executives or Chief Constable that the partnership be dissolved. Refer to section 12 of this document for period of notice required.

If a decision is taken to dissolve the partnership, any surplus in the accounts, after deduction of any costs as approved by the partnership board and the lead authority resulting from such a decision, shall be transferred to the Scottish Executive. In the event that the accounts are in deficit, each of



the financial partners i.e., all five Councils, Transport Scotland and Lothian and Borders Police will share costs.

It may be that on dissolution of the partnership there will be a residual liability. For a period up to the end of the following financial year (or any such period agreed between the participants having regard to prevailing circumstances at dissolution) the lead authority, i.e., The City of Edinburgh Council shall carry out the administration of such residual liabilities and the further costs of so doing. The liabilities of the partnership shall be offset against the residual grant, with any deficit being shared by participants.

## **SIGNATORIES**

### ***The City of Edinburgh Council:***

In witness whereof: ..... Date: .....

Print Name: .....

Position: .....

### ***The Scottish Borders Council:***

In witness whereof: ..... Date: .....

Print Name: .....

Position: .....

### ***West Lothian Council:***

In witness whereof: ..... Date: .....

Print Name: .....

Position: .....

### ***East Lothian Council:***

In witness whereof: ..... Date: .....

Print Name: .....

Position: .....

***MidLothian Council:***

In witness whereof: ..... Date: .....

Print Name: .....

Position: .....

***Transport Scotland***

In witness whereof: ..... Date: .....

Print Name: .....

***Lothian and Borders Police:***

In witness whereof: ..... Date: .....

Print Name: .....

Position: .....