

BASELINE AGREEMENT

Dated

London Borough of Harrow

Harrow Business Improvement District Company Ltd

DRAFT

Baseline Agreement for Provision of Standard Services Dated

Between

- (1) **London Borough of Harrow (the Council)** of Station Road, Harrow, Middlesex HA1 2XY
- (2) **The Harrow BID (Business Improvement District) Company Ltd** (the Harrow BID Company) registered as a company limited by guarantee in England with company number 6855573 whose registered office is at 275 Station Road, Harrow HA1 1NA

Recitals

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area
- B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Proposal
- C The purpose of this Agreement is to set out for the avoidance of doubt the Standard Services provided by the Council within the BID Area and to set the Benchmark Criteria against which the provision of the Standard Services are to be assessed.

It is agreed:

1 Definitions

BID Area means that area within which the BID operates shown on the plan attached hereto

BID means the Business Improvement District which is managed and operated by the BID Company

BID Proposal means the plan voted for by the BID Levy Payers which sets out the objectives of the BID

Complementary Services(s) means services within the BID Area provided by or on behalf of the BID Company which are complementary to the Standard Services.

Failure Notice means a notice served by the BID Company which:

- (a) sets out the Standard Service which the notice relates to;
- (b) [states which of the Standard Services are not being adhered to by the contractor or provider of the Standard Service;]
- (c) requests the Council to liaise directly with the provider or contractor for the purposes of securing compliance with the Standard Services

Operating Agreement means the agreement entered into on th March 2019 between the Council and the BID Company which sets out various procedures for the collection monitoring and enforcement of the BID Levy

Regulations means The Business Improvement Districts (England) Regulations 2004 and such amendments to those regulations which may be made by the Secretary of State pursuant to Section 48 of the Local Government Act 2003 (from time to time)

Standard Services means those services which are provided by the Council within the BID Area as set out in Part 1 of Schedule 1 which identifies those services which it is required to undertake as part of its statutory function as local authority and Part 2 of Schedule 1 which identifies those services undertaken which are additional services to those usually provided as part of its statutory function

Standard Services Review Panel means the panel to be set up consisting of 2 representatives from the Council [officers] and 2 representatives from the BID Company

2 Statutory Authorities

2.1 This Agreement is made pursuant to Part IV of the Local Government Act

2003 and Section 111 of the Local Government Act 1972 and all other enabling powers

3 Commencement

3.1 The terms of this Agreement shall take effect upon the date of this Agreement

4 The Council's Obligations

4.1 The Council agrees to the following:

4.1.1 to provide the Standard Services within the BID Area at its own cost

4.1.2 in the event that the Council is to alter the way in which it meets the Standard Services within the BID area set out in Part 1 of Schedule 1, due to a change in legislation, its financial position, or its priorities it shall carry out the following for the BID Company:

- (a) identify the alterations to be made;
- (b) provide a detailed explanation of why the alterations are to be made; and
- (c) state the date upon which the alterations will come into effect.

4.1.3 in the event that the Council is unable to continue to fund the Standard Services set out in Part 2 of Schedule 1 due to a change in its financial position, or its priorities it shall carry out the following for the BID Company:

- (a) identify which part or parts of the Standard Services it is unable to provide;
- (b) confirm that cuts to services and budgets within the BID area are in line with cuts in other comparable areas of the District.
- (c) Provide a detailed explanation of why such identified Standard Services are to be withdrawn; and
- (d) state the date upon which the Council will cease to operate the identified Standard Service.

- 4.1.4 to use reasonable endeavours to liaise with the BID Company where the Complementary Services are complementary to or are of a similar nature to the Standard Services
- 4.1.5 to consider such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel
- 4.1.6 when undertaking reviews of parts of the Standard Services to consult with the BID Company on the provision and delivery of those Services and on how they may be provided more efficiently or effectively
- 4.1.7 upon receipt of a Failure Notice from the BID Company to use reasonable endeavours to secure the improvement of the Standard Service from the contractor or provider to meet the Baseline Criteria

5 Monitoring and Review

- 5.1 The Council and the BID Company shall set up a Standard Services Review Panel within 28 days from the date of this Agreement the purpose of which shall be to:
 - 5.1.1 monitor the carrying out of the Standard Services and the Complementary Services
 - 5.1.2 make any recommendations required pursuant to paragraph 5.1.1 (above) to the Council and the BID Company
 - 5.1.3 review any Failure Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services
 - 5.1.4 identify the need for any improvement or alteration to the Standard Services.

6 Joint Obligations

- 6.1 Both the Council and the BID Company agree:
 - 6.1.1 for the purposes only of monitoring the Standard Services to review and take account of any representations or recommendations made to them by the Standard Services Review Panel and take such action as may be appropriate

6.1.2 to carry out an annual review of the Standard Services to be provided and make such amendments to the level of services as may be possible with regards to existing contractual obligations and agreements.

7 Licence

7.1 The Council shall grant a licence to the BID Company or its agents to enter into or upon any land within the Council's ownership or the highway for the purposes of carrying out Complementary Services, provided that the BID Company has obtained the prior agreement of the Council's Strategic Director

- Service Delivery to the nature of and method by which the Complementary Services will be undertaken.

7.2 When undertaking reviews of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway, the BID Company shall, through the Standard Services Review Panel, consult with the Council on the method of delivery of those Complementary Services.

7.3 The BID Company shall be responsible for making good all and any damage caused to land in the Council's ownership or the highway by the undertaking of the Complementary Services at its own expense and to the reasonable satisfaction of the Council.

7.4 The BID Company shall ensure that it can meet insurance and liability requirements for the undertaking of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway and shall produce to the Council's Strategic Director: Service Delivery on request copies of all insurance policies, cover notes, receipts and other documents necessary to establish compliance with this Agreement.

8 Termination

8.1 This Agreement shall be terminated upon any of the following occurring:

- (a) the expiry of the BID Term provided that in the event the BID is renewed after the BID Term this Agreement shall, subject to the consent of both parties and any variations they may agree, continue to remain in force and of full effect;
- (b) the early Termination of the BID and the giving of relevant notices as required by the Regulations and the Operating Agreement; or
- (c) the agreement of both parties.

9 Confidentiality

9.1 Subject to the statutory obligations on the Council in particular the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID

10 Notices

10.1 Any notice or other written communication to be served or given to or upon any party to this Agreement to the other shall be in writing and shall be sent to the address provided for above or such substitute address in England as may from time to time have been notified by that party.

10.2 A Notice may be served by

10.2.1 delivery to the Strategic Director for Environment at the Council's address as specified above;

10.2.2 delivery to the BID Manager at the BID Company's address specified above

10.2.3 registered or recorded delivery post.

10.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

11 Miscellaneous

11.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations which the First Secretary of State may issue pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain

11.2 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement

11.3 For the avoidance of doubt the provisions of this Agreement (other than those contained in this Clause) shall not have any effect until this document has been dated

11.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Agreement

11.5 References to the Council include any successors to its functions as local authority

11.6 References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

12 Exercise of the Council's Powers

12.1 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

13 Contracts (Rights of Third Parties)

13.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

14 Dispute Resolution

14.1 If a dispute arises between the Council and the BID Company in relation to any

matter which cannot be resolved either party may refer such dispute to the dispute resolution procedure set out in Clause 14.2 below.

- 14.2 In the first instance each of the Council and the BID Company shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by an independent, objective person as agreed by both parties. In the event that the parties, acting reasonably, are not able to agree the identity of such independent, objective person within 10 working days of the notice of dispute, the parties agree that such meetings shall be jointly chaired by the Chief Executive of the Council and the Chairman of The Harrow BID Company Ltd. Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.
- 14.3 If the meeting(s) referred to in Clause 14.2 does not resolve the matter in question then the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure or any other model mediation procedure as agreed by the parties. In such circumstances the following shall apply:
- 14.3.1 to initiate a mediation the parties may give notice in writing (a 'Mediation Notice') to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organization as agreed by the parties asking them to nominate a mediator;
- 14.3.2 the mediation shall commence within 28 days of the Mediation Notice being served;
- 14.3.3 neither party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties);
- 14.3.4 neither party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to

resolve the dispute;

14.3.5 the parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally.

15 Arbitration

15.1 Should any dispute remain unresolved following the process set out in Clause 14, the parties shall jointly appoint the arbitrator not later than 28 (twenty-eight) days after service of a request in writing by either party to do so

15.1.1 If the parties are unable to agree within 28 (twenty-eight) days as to the appointment of such arbitrator then such arbitrator (hereinafter referred to as "the Tribunal") shall be appointed on the application of either party to the President for the time being of the Law Society

15.1.2 In the event of a reference to arbitration the parties agree to:

- (a) prosecute any such reference expeditiously; and
- (b) do all things or take all steps reasonably necessary in order to enable the Tribunal to deliver any award (interim, final or otherwise) as soon as reasonably practicable

15.1.3 The award shall be in writing signed by the arbitrator

15.1.4 The award shall be final and binding both on the parties and on any persons claiming through or under them.

Executed/Signed by the parties:

Signed on behalf Harrow Council by the
Authorised Signatory Strategic Director for
Environment

Signed on behalf of The Harrow BID
Company Ltd by the Authorised Signatory
(Board Member)

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SCHEDULE 1 – The Standard Services

The purpose of this schedule is effectively to set the 'baseline' for the services. The Schedule should identify such services (within the relevant service area) which the Council is required to provide as part of this statutory duty (e.g. refuse, maintenance of highway etc.)

the Schedule should set out those services which the Council provides as part of its 'standard' routine but which are above those provided as part of its usual statutory function. The point here being that the BID Company should nonetheless consider this part of the standard service provided by the Council in that BID Levy funds should not be used to fund initiatives which the Council has already committed itself to provide.

Harrow BID - Baseline Council information Street Cleansing

The majority of the Harrow BID area (shown on BID map) would be classed as a 'town centre' so we have an on-site street cleaning presence during the day.

We aspire to achieve 'Grade A' cleanliness for litter in the town centre - in practical terms this means absolutely no litter present - at 8.00 am in the morning.

A summary of manpower and operating times is set out below;

Weekdays:

Monday to Friday

8 fulltime 06:00 – 14:30

1 part time Monday, Tuesday and Thursday 06:00 – 14:30

1 late beat Wednesday, Thursday and Friday 12:00 – 20:00

1 M20 Scrubber out most days

Weekend:

Saturday 3 operatives, two 07.00 – 14:30 the second 12.00 -20.00

Sunday 3 operatives one 07.00 - 14.00 and the second 11.00 - 17.00

1 Johnson sweeper 06.00 - 08.00.

The graffiti machine is out every other weekend, removing graffiti and fly posting. They will monitor certain key locations, known for graffiti.

Refuse and recycling

The majority of the household properties in the area shown are either flats above shops, or purpose built developments (for flats). The flats above shops will get their refuse collected each week by presenting it in the relevant bins. The refuse in the purpose built blocks will be held in the large metal bulk bin

Greening

We have trees and shrubbery lining St Anns Road, Station Road, College Road, Greenhill Way, William Carey Way, and Havelock Place. Regular routine inspections are carried out on the trees and any remedial works identified are then carried out as appropriate by our contractors. Weeding and spraying is carried out every six weeks.

Street lighting

The Council currently manages and maintains street lighting throughout the proposed BID area. The current maintenance and inspection regime is set out below:

- **Every week:** Inspect subway lights to ensure most fittings are working correctly.
- **Every year:** Clean and replace all lamps (non LED) in illuminated signs, bollards, zebra crossings and school patrol warning lights.
- **Every six years:** Electrically test all lights, illuminated signs and bollards etc.
- Clean and replace Lamps: Every three to six years depending upon the type of lamp.
- Structural inspection and testing: Columns over 15 years old are currently structurally inspected and tested to ensure they are safe.

Environmental health

The Council's Services department provides support and advice to the local business community as well as having an enforcement role in the following areas:

- Licensing
- Environmental Health - Food Safety
- Health & Safety
- Trading Standards
- Environmental Protection

Enforcement officers:

The Council's team of enforcement officers currently operate in Harrow on a daily basis.

Whilst due to the nature of the work the team do not have set times of operation but the teams work in pairs and normally there are two–four officers at any one time and they are operational within the town centre for at least two hours at a time. The enforcement officers also responsible for the enforcement of the public spaces protection orders.

BID Area

