

BASELINE AGREEMENT

Dated

Coventry City Council

And

Coventry BID Limited

Baseline Agreement for Provision of Standard Services

Dated

Between

- (1) Coventry City Council (The Council) of Earl Street, Coventry, CV1 5RR
- (2) Coventry BID Limited registered as a company limited by guarantee in England with company number 10726623 whose registered office is at Old Grammar School, Hales Street, Coventry, CV1 1JD

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 Coventry BID Limited 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 Coventry BID Limited

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 Coventry BID Limited which are complementary to the Standard Services.

Failure Notice means a notice served by Coventry BID Limited 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 Services;
- (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 1st April 2018 between the Council and Coventry BID Limited which sets out various procedures for the collection monitoring and enforcement of the BID Levy

Regulations mean 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 mean 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 a 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 a part of its statutory function.

Standard Services Review Panel means the panel to be set up consisting of 2 representatives from the Council and 2 representatives from Coventry BID Limited

2 Statutory Authorities

- 2.1 This Agreement is made pursuant to Part IV of the Local Government Act 2003 and Section 111 of the Land Government Act 1972, Section 1 of the Localism Act 2011 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 agreed BID Area at its own cost

- 4.1.2 in the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of its being statutorily barred from doing so in respect of any of those Standard Services set out in Part 1 of Schedule 1 or its having insufficient funds to secure the provision of any of those Standard Services set out in Part 2 of Schedule 1 it shall carry out the following for the Coventry BID Limited:

- (a) identify which part or parts of the Standard Services it is unable to provide;
- (b) provide a detailed explanation of why such identified Standard Service is to be withdrawn; and
- (c) state the date upon which the Council will cease to operate the identified Standard Service.

- 4.1.3 to implement such recommendations in the carrying out or provision of the Standard Services as may be made by the Standard Services Review Panel

5 Monitoring and Review

- 5.1 The Council and Coventry BID Limited 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 Coventry BID Limited
- 5.1.3 review any Failure Notices served by Coventry BID Limited 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 Coventry BID Limited 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.
 - 6.1.3 When undertaking review of the Complementary Services which are undertaken on, in or upon any land within the Council's ownership or the highway, Coventry BID shall, through the Standard Services Review Panel, consult with the Council on the method of delivery of those Complementary Services

7 Licence

- 7.1 The Council shall grant a licence to Coventry BID Limited 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 Coventry BID has obtained the prior agreement.
- 7.2 Coventry BID Limited 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.
- 7.3 Coventry BID Limited 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 highway and shall produce to the Council 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 Coventry BID 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 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 Deputy Chief Executive (Place) at the Council's address as specified above:

10.2.2 delivery to the Company Secretary at Coventry BID Limited'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 of 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 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 an obligations of the Council under all statute bye laws 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 Coventry BID 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 Coventry BID 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 Coventry BID Limited. 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;

14.3.3 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 part to do so

15.1.1 If the parties are unable to agree within 28 (twenty eight) days as to the appointment for 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 by the parties:

The Common Seal of the Council
of the City of Coventry
was hereunto affixed in
the presence of:

Authorised Signatory

Signed on behalf of Coventry BID Limited)
By the Authorised Signatory)
(Board Chairman)

SCHEDULE 1 – The Standard Services

The purpose of this schedule is effectively to set the “baseline” for the services.

Part 1 of 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.)

Part 2 of 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 Coventry BID Limited 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.

PART 1 – STATUTORY SERVICES

The activities below allow the Council to meet its statutory obligations on standards of cleanliness in the area. Any proposed changes to the methods by which those standards are met will be undertaken in accordance with the Council’s consultation procedure.

1. CLEANSING SERVICE

Coventry Council’s City Centre cleansing delivers a seven day a week, 364 days a year service with no scheduled cleansing on Christmas Day, . The service covers street cleaning, litter bin emptying, fountain maintenance, general maintenance of street furniture. Normal operation hours are Tuesday to Saturday 5am to 7pm and Sunday to Monday 5am to 5pm.

Overall Cleanliness Standards

The service will deliver the highest standard of cleansing as far as practically possible within the resources available and will monitor performance to ensure that those standards are maintained.

Manual and Mechanical Sweeping

A standard Footway and Carriageway and Mechanical and Manual sweeping and cleaning service is provided in the area.

The main streets are cleaned and swept at least twice each day, and side streets a minimum of twice a week.

Litter Collection

The Council empties all litter bins at least once a day, and in busier areas two or three times a day. Bins are emptied by the different teams.

Winter Works

Snow clearance and gritting will be undertaken in defined areas of the City

Dumped Rubbish and Abandoned Vehicles

The Council aims to remove fly tipped item from Council owned land within 5 working days or within 1 day where the offence causes an obstruction or is considered dangerous and abandoned vehicles within 48 hours (following the issuing of a seven-day removal notice) subject to a DVLA check.

Grass Cutting

On areas of agreed green open space within Coventry BID Area the Council will maintain the grass on a 10 working day cycle with the cuttings collected. All other owned sites will be maintained on a 20 working day cycle.

Enforcement and Prosecutions

The Council has powers to issue Fixed Penalty Notices of £75 for minor acts of littering, including dumped rubbish, fly-posting and dog fouling.

The Council also has powers to prosecute those people and companies who cause more serious graffiti and littering offences, with maximum fines of up to £1,000.

Inspections and Monitoring

The Council undertakes regular inspection in the form of a Cleansing supervisor who patrols the city centre and monitors the state of the streets, footways and public spaces and initiates any remedial action required.

Events and Festivals

The Council will ensure the organisers of festivals and events make special arrangements within the terms of the applicable events licence for litter collection and rubbish removal, including a requirement that the organisers make their own arrangements to re-instate the area covered to the same level of cleanliness as before the event.

Regular Update Meetings

Representatives from Coventry BID Limited to be able to attend regular, weekly and monthly meetings to ensure that the is partnership working and continuity for planning purposes, i.e. the Coventry & Warwickshire Marketing Meeting, City Tasking, Events Safety Meeting, WMP weekly partnership meetings. Regular meetings to be planned with the Cabinet Member for Regeneration & Development to ensure that Coventry BID Limited is meeting the requirements of Coventry City Centre Key Performance Indicators.

Analysis Reports

Coventry BID Limited to continue to receive Footfall analysis reports, Crime statistics and cleansing schedule statistics, together with any other reports to assist with the partnership working.

PART 2 – STANDARD BUT NON-STATUTORY SERVICES

The Activities in this section are currently provided by the Council as standard services, but are non-statutory services. These activities will be subject to the ongoing Strategic Review of Coventry Council Street Pride team. Any proposed changes to these services will be undertaken in accordance with the Council's consultation process.

Graffiti and Fly-posting removal

All graffiti and fly-posting which is on the footway, and on other Council land and property, is removed within five days of it being reported, or within 24 hours if offensive. High-profile and offensive graffiti is removed from private property, subject to the owner's request and consent and a charge is made for this.

Fountain maintenance

The Council will co-ordinate the ongoing maintenance of the city centre fountains save for the Belgrade Square fountain, as they offer an aesthetically pleasing and welcoming view of the city centre.

PART 3 COMPLEMENTARY SERVICES PROVIDED BY THE COUNCIL TO THE COVENTRY BID LIMITED

TOURISM, LEISURE, CULTURE AND FESTIVALS

Events

The Council will use reasonable endeavours (where practical to do so and in its absolute discretion) to allow Coventry BID Limited the opportunity of holding five annual events to enhance the city centre offering and to assist with driving footfall into the city centre. These may include but not limited to:

Easter – Food Festival – Student Event – Halloween – Christmas

The Council will also waive any costs in relation of commercialisation of the public realm for these five events, as Coventry BID Limited will work closely on each event to ensure that complete transparency takes place and that the Council is supplied with all of the necessary Health & Safety, Certificates and statutory requirements in advance of any of the events. Coventry BID Limited to receive free electricity for each event, with payment only for the call outs of the electrical team through Project Management & Property Services Department of Coventry City Council to ensure Health and Safety compliance.

COMMUNITY SAFETY SERVICES

CCTV System

The Council's Communications Team at Jackson Road to provide the facility for the recording of CCTV images in line with current legislation. Where there is a request by external parties to monitor or manipulate CCTV cameras in real time and/or the provision of other services relating to the Communications Hub the Council will work with the requestor to scope the requirement. This to include WM Police, Coventry BID Limited and the Radio company who might be in contract at the time of the request. All CCTV to cover a 24 hour/7 days a week operation especially to assist with the night time economy. Sharing images for crime prevention purposes through our information sharing platform i.e. DISC is to be continued through our Business Crime Reduction Partnership.

The costs for providing this service to the Coventry BID Limited shall be met by the Coventry BID Limited in such sum and manner as agreed between the Council and the Coventry BID Limited

DESIGNATED COVENTRY BID AREA

