

**BROMSGROVE DISTRICT COUNCIL**

**CABINET**

**7TH JANUARY 2009**

**THE STORAGE AND DISPOSAL OF ABANDONED VEHICLES**

Responsible Portfolio Holder	Cllr Margaret Sherrey
Responsible Head of Service	Mike Bell
Non-Key Decision	

**1. SUMMARY**

This report seeks Cabinet approval to enter into an agreement with Worcestershire County Council ("WCC") for the storage and disposal of abandoned vehicles in Bromsgrove and to discharge on behalf of the County Council the functions set out in that Agency Agreement relating to the storage and disposal of abandoned vehicles.

**2. RECOMMENDATION**

- 2.1 That Cabinet notes the procurement exercise currently being undertaken.
- 2.2 That the Head of Street Scene and Community Services be authorised to enter into an Agency Agreement with Worcestershire County Council for the storage and disposal of abandoned vehicles within Bromsgrove.
- 2.3 That the Senior Solicitor be authorised to finalise the terms of the proposed Agency Agreement in consultation with the Portfolio Holder and Head of Street Scene and Community Services.
- 2.4 That the Scheme of Delegation be amended to delegate authority to the Head of Street Scene and Community Services to discharge all of the Council's functions relating to abandoned vehicles including such functions as are delegated to Bromsgrove District Council by the County Council (including storage and disposal).

**3. BACKGROUND**

- 3.1 Bromsgrove District Council (acting as a Waste Collection Authority) has a duty to arrange for the removal of a vehicle it believes to be abandoned and to deliver it to the County Council (acting as Waste Disposal Authority) which in turn has a duty to store and dispose of all abandoned vehicles delivered to it.
- 3.2 Historically, each district council in the county has made its own arrangements with its own contractors to remove abandoned vehicles and

with the County Council for their storage and disposal. To take advantage of economies of scale a joint procurement exercise is being undertaken by Bromsgrove District Council, Redditch Borough Council, Wyre Forest District Council and the County Council to identify one service provider to undertake collection, storage and disposal of all vehicles abandoned within Redditch, Wyre Forest and Bromsgrove ("the Main Contract"). Redditch BC is leading on the procurement exercise. Incidental to the Main Contract will be a Partnership Agreement to be entered into between Bromsgrove District Council, Redditch Borough Council and Wyre Forest District Council setting out the basis on which the three authorities will work together to ensure the contractor meets the obligations set out in the Main Contract. The timescale for the procurement process is as follows:

- Issue of Invitation to Tender - 12.11.08
- Closing date for responses - 02.01.09
- Contract award – 06.02.09.

3.3 The Main Contract envisages that the County Council delegates to Bromsgrove District Council the storage and disposal of abandoned vehicles removed within the district of Bromsgrove by way of an Agency Agreement. The preparation of the Agency Agreement is under way and will be completed at the same time as the Main Contract. Members are requested to delegate to the Senior Solicitor authority to finalise the terms of the Agency Agreement in consultation with the Portfolio Holder and the Head of Service.

3.4 Authority from members is required to enable the Council to undertake the County Council functions proposed by the Agency Agreement. Members should note that the Head of Service will enter into the Main Contract and into the Partnership Agreement pursuant to authority delegated to him under the Scheme of Delegation and so members' authority is not required or sought in this regard.

3.5 The Scheme of Delegation currently authorises the Head of Street Scene and Community Services to deal with the collection of abandoned vehicles and authority is sought to extend this to include the storage and disposal of abandoned vehicles.

#### **4. FINANCIAL IMPLICATIONS**

Currently the Council has a contract with a contractor for the collection and delivery to the County Council of abandoned vehicles. The Council is invoiced by both the contractor for the removal and by the County Council for the storage and disposal. The joint procurement exercise should result in savings to the Council. The contract for the removal, storage and disposal of abandoned vehicles will require the contractor to specify a contract price for the provision of the services which will be fixed for the first twelve months of the contract period. At this point it is not possible to quantify the savings accurately until the tendering process has been completed.

## **5. LEGAL IMPLICATIONS**

- 5.1 District Councils' and County Councils' powers in relation to abandoned vehicles are contained within the Refuse Disposal (Amenity) Act 1978, the Removal and Disposal of Vehicles Regulations 1986 and the Clean Neighbourhood and Environment Act 2005.
- 5.2 The Council's power to undertake the County Council functions on its behalf arise under Section 2 of the Local Government Act 2000 (the well-being power), Sections 101 (power to arrange for the discharge of a local authority function by another local authority and discharge of functions joint by two or more local authorities) and 111 of the Local Government Act 1972 (power to do anything to facilitate or which is incidental to the discharge of any of its functions) and Section 1 of the Local Authority (Goods and Services) Act 1970 (power for local authorities to supply of goods and services to public bodies);.

## **6. COUNCIL OBJECTIVES**

CO4- Environment- Clean Streets.

## **7. RISK MANAGEMENT**

7.1 The main risks associated with the details included in this report are:

- Failure by the contractor to properly perform the requirements of the Main Contract insofar as they relate to the County Council's storage and disposal functions may expose the Council to claims from either members of the public or from the County Council that it has failed to perform those statutory functions.

7.2 This risk is being managed as follows:

- The Agency Agreement and the Main Contract are being drafted to ensure that the contractor's performance is closely monitored and that there is adequate redress in the event of breach of the terms of the Main Contract. The contractor will be required to hold Insurance/ indemnity cover.

## **8. CUSTOMER IMPLICATIONS**

There are no significant implications.

## **9. EQUALITIES AND DIVERSITY IMPLICATIONS**

None

## 10. VALUE FOR MONEY IMPLICATIONS

The economies of scale which will arise by virtue of the procurement exercise will result in savings for the Council.

## 11. OTHER IMPLICATIONS

Procurement Issues	As set out in paragraph 3.2, 3.6 and 4.
Personnel Implications	None
Governance/Performance Management	None
Community Safety including Section 17 of Crime and Disorder Act 1998	None
Policy	None
Environmental	This report relates to the Council's statutory duties under Refuse Disposal (Amenity) Act 1978, the Removal and Disposal of Vehicles Regulations 1986, and the Clean Neighbourhood and Environment Act 2005.

## 12. OTHERS CONSULTED ON THE REPORT

Portfolio Holder	Yes
Chief Executive	No
Executive Director - Partnerships and Projects	No
Executive Director - Services	No
Assistant Chief Executive	No
Head of Service	Yes
Head of Financial Services	Yes

Head of Legal, Equalities & Democratic Services	Yes
Head of Organisational Development & HR	No
Corporate Procurement Team	Yes

13. **WARDS AFFECTED**

All Wards

14. **APPENDICES**

None

15. **BACKGROUND PAPERS**

None

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