

**Sussex Safer Roads**  
**PARTNERSHIP**

Memorandum of Understanding  
For the delivery of Road Safety Activities in  
Sussex 2015 - 2018

BETWEEN

**Brighton and Hove City Council**

-

**East Sussex County Council**

-

**East Sussex Fire and Rescue Service**

-

**Highways England (Area 4)**

-

**Sussex Police**

-

**West Sussex County Council**

27<sup>th</sup> March 2015

Final Version



## Table of Contents

Introduction.....	5
Partners .....	5
Term.....	5
General.....	7
Definitions .....	7
Background.....	7
Purpose.....	7
Best Practice .....	7
Best Value .....	8
Collaboration between Parties .....	8
Wider Co-operation of the Parties .....	8
No restriction on engaging in other activities .....	8
Links to other Groups .....	9
Overall aims.....	9
Governance and Delivery .....	9
Partnership Name and Structure .....	9
General .....	9
Directors Group .....	10
Strategy and Resources Group (SRG).....	10
Programme Board .....	11
Programme Groups.....	11
Role of the Partnership Coordination Team .....	12
Lead Partner .....	12
External Communication .....	13
Service / Business Plan .....	13
Contributions.....	13
Non-Cash Resources.....	14
Administration.....	14
Re-imbusement of Expenditure .....	14
Employment of Staff.....	14
Liabilities and Indemnities .....	15
Intellectual Property Rights.....	15
Compliance with Laws.....	16

Information Requests .....	16
Extension of MoU .....	16
Review of MoU.....	17
Termination of MoU .....	17
Distribution of Assets on Termination .....	18
Distribution of Partnership funds on Termination .....	18
Dispute Resolution .....	19
Audit.....	19
Entire MoU.....	20
Survival of terms .....	20
Modification.....	20
Waiver .....	20
Relationship of the Parties .....	20
Rights reserved .....	21
Third Party Rights .....	21
Signatory's.....	22
Appendices .....	23
Appendix 01 Definitions .....	23
Appendix 02 Road Safety Reduction Outcomes (projection).....	25
Appendix 03 Partnership Structure.....	30
Appendix 04 Group Members .....	31
Appendix 05 Financial Contributions .....	32

## **Introduction**

This Memorandum of Understanding forms the basis of collaborative working between the Parties of the Sussex Safer Roads Partnership and sets out matters of agreement, reflecting the spirit of cooperation between the Parties to the Memorandum. It is, however, not intended to be legally binding or to create legal rights.

The Parties to the Memorandum recognise that there will not always be full agreement with respect to all of the issues on which they cooperate. For the avoidance of doubt, this Memorandum shall not fetter the discretion of any of the Parties in relation to any of its statutory powers and duties, and is not intended to be legally binding.

The Memorandum of Understanding describes the agreed terms under which the Partners intend to abide and sets the principles for the partnership approach where no specific term is defined.

## **Partners**

Brighton and Hove City Council, King's House, Grand Avenue, Hove  
BN3 2LS

East Sussex County Council, County Hall, St Anne's Crescent, Lewes  
BN7 1UE

East Sussex Fire and Rescue Service, 20 Upperton Road,  
Eastbourne, BN21 1EU

Highways England (Area 4), Bridge House, Walnut Tree House,  
Guildford, Surrey. GU1 4LZ.

Sussex Police, Headquarters, Church Lane, Lewes, BN7 2DZ

West Sussex County Council (including West Sussex Fire and  
Rescue Service), County Hall, West Street, Chichester, PO19 1RQ

## **Term**

This Memorandum of Understanding (MoU) shall start on the 1<sup>st</sup> April 2015 and shall terminate on the 31<sup>st</sup> March 2018 (subject to

earlier termination or extension under the terms of the Memorandum of Understanding).

## General

### Definitions

See Appendix 01

### Background

The Partnership was established by Agreement in 2007 and includes Brighton and Hove City Council, East Sussex County Council, East Sussex Fire and Rescue Service, Highways England, Sussex Police and West Sussex County Council (including West Sussex Fire and Rescue Service)

The core activity of the Partnership is casualty reduction through speed and red-light camera enforcement. Activities aimed at casualty reduction through engagement and promotional activities are also undertaken in partnership where there are economies of scale and benefits of area wide deployment.

The Parties acknowledge that there already exists a degree of common approach towards delivering casualty reduction, however this should be strengthened by continuing to develop co-ordinated and broader tactics to maximise effective road casualty reduction outcomes.

The primary aim of the Partnership is to reduce the number and severity of road related casualties in Sussex.

This MoU is based upon the 2012/15 MoU and is revised to reflect changes predominantly around the financial contributions by the partners.

Deleted:

Deleted: ¶

### Purpose

The purpose of this agreement is to enable the parties to share best practice, achieve best value and collaborate towards the primary aim.

### Best Practice

Best practice will be achieved through joint working and the sharing of knowledge and expertise. Representatives of each party will work collectively through various groups (see Governance) to an agreed strategy with common objectives being agreed in;

Road Safety Strategy

Service Delivery Plan

Joint delivery of road safety programme(s)

### **Best Value**

Best value will be achieved through the pooling of resources, alignment of intervention methods and the establishment of common 'branded' materials.

The Lead Partner will procure all direct purchases for the Partnership, unless there is a best value reason for another Party to undertake such procurement.

### **Collaboration between Parties**

The Parties agree to:

Develop and maintain an overarching road safety strategy;

Work together to achieve the overall aim by creating a safer environment through involvement of their combined resources and expertise;

Fully co-operate with each other in relation to the Partnership and to act at all times in such a way as to further the common interests of the Parties in respect of the Partnership and to further its objectives;

Share resources and help each other to meet their individual and common road safety goals and demonstrate best value. The emphasis is on practitioner delivery to achieve agreed casualty reduction forecasts;

Develop economies of scale and generate cashable savings making for a more efficient and effective road safety delivery mechanism.

### **Wider Co-operation of the Parties**

The Parties agree in furtherance of the Partnership purpose that each Party, where appropriate, shall co-operate in:

Harmonising administrative and other relevant policies, procedures and structures;

Developing and sharing resources;

Developing and sharing any other common facilities; and

Engaging in any further activities which, facilitate or are conducive to its responsibilities under the Partnership or as agreed from time to time by the Parties.

### **No restriction on engaging in other activities**

The Parties agree that no Party shall in any way be restricted from engaging in any activities undertaken by it in the normal course of its day



to day activities.

### **Links to other Groups**

The partners shall link to other groups such as, but not limited to, Community Safety Partnerships, Road Safety Action Groups, Public Health, SECAMB where such links are likely to assist road safety.

### **Overall aims**

To identify and collaborate on pan-Sussex and other road safety initiatives and to reduce the number and severity of collisions across Sussex

To continue the work of the Partnership and to extend the benefits of joint working

To utilise available funding for appropriate road safety initiatives

## **Governance and Delivery**

### **Partnership Name and Structure**

The Partnership has been named as the Sussex Safer Roads Partnership (SSRP) since April 2007.

Appendix 03 illustrates the Partnership structure which is based upon the Programme Board reporting to the Strategy and Resourcing Group (SRG), which in turn reports to the Directors Group. Programme Groups reporting to the Programme Board are responsible for coordinating specific areas of activity, such as camera enforcement and behavioural change products and provide links to established Casualty Reduction Groups and Community Safety Partnerships.

### **General**

All Groups within the Partnership shall be constituted through the appointment by the Parties of appropriate representatives who are suitably qualified and experienced to act as members of the Groups and who shall be officers of the Parties of the appropriate standing and seniority (see Appendix 04 for details).

The Parties have each passed a resolution or have the appropriate delegated authority for the Groups to enable them to act in accordance with their remit and to commit the Parties as necessary.

If any member of the Group shall not be present at any meeting of that Group his or her agreement to a decision or a course of action (in relation to the Partnership and within the role of the responsibilities of the that

group) may be given in writing, or the member may elect a proxy to attend and to vote on its behalf.

Each Party represented at the Group shall have one equal vote. Where the voting on a matter is tied, the Chair shall be awarded an additional vote to determine the matter. Where a matter is determined by the Chair an appeal of the decision can be lodged as 'disputed'.

The Parties shall determine all matters in front of the Groups on the principle of majority voting and any decisions made by a Group shall be binding on all Parties, regardless of whether they were present at the meeting.

No meeting of any Group shall be considered quorate unless 50% of the relevant Parties are represented either in person or through the election of a proxy.

The Groups may invite others not shown in Appendix 4 to attend meetings. Such attendees will be listed as 'Guest' in the minutes and should be excluded from any confidential or other items as considered necessary by the Chair. Guests will have no voting rights on items put to the question.

### **Directors Group**

Membership of the Directors Group will be made up of representatives set out in Appendix 04, or their delegated representatives, in respect of this Group's responsibilities.

The Parties agree that the Directors Group shall provide officer lead and political oversight on the joint objectives of the Partnership, and its policy and budget including an agreed joint programme.

The Directors Group shall undertake an annual review of the effectiveness of the Partnership and approve the annual report produced by the SRG.

The Directors Group shall meet at least twice in every financial year or as otherwise agreed.

The Directors Group shall annually appoint a Chair from the Group and shall review and / or re-elect for each financial year of the Partnership.

The Directors Group shall confirm the Chair of the SRG and may vary the remit and/or membership of any other group within the Partnership by unanimous decision making only.

The Directors Group shall brief the elected representatives of the Partners prior to the commencement of each financial year on the previous year's performance and the future plans of the Partnership.

### **Strategy and Resources Group (SRG)**

Membership of the SRG will be made up of representatives set out in Appendix 04, or their delegated representatives, in respect of this Group's responsibilities.

The SRG shall have responsibility for:

Ensuring there is an overarching strategic assessment incorporating strategy and review, risks and outcomes;

Recommending the policies, priorities, objectives and programme of the Partnership;

Strategic co-ordination and programming to achieve the priorities and objectives;

Budget and expenditure monitor;

Development and promotion of joint working between the Parties;

Identifying outcomes and setting targets for casualty reduction initiatives for the Programme Board;

Accountability:- establishing a review process for joint working commissioned through the Programme Board or work funded by the Partnership; and

Production of an annual report to be presented to the Directors Group.

The SRG shall meet every three months or as otherwise agreed,

The SRG shall annually appoint a Chair and shall review and / or re-elect for each financial year of the Partnership.

### **Programme Board**

Membership of the programme Board is set out in Appendix 04

The Programme Board shall oversee the Programme Groups and shall be the liaison between the Programme Groups and SRG

### **Programme Groups**

Membership of the Programme Groups will be made up of representatives set out in Appendix 04, or their delegated representatives.

The Programme Groups shall be responsible for identifying project teams from within the Partnership to develop the products and projects as directed by the SRG.

The Programme Groups shall have responsibility for:

Reviewing data and intelligence to promote strategic assessments;

Recommending appropriate intervention tactics;

Delivering agreed interventions on time and within budget; and

Monitoring effectiveness and reviewing outcomes.

The Programme Groups shall meet monthly on a cyclic basis or at other intervals considered appropriate.

### **Role of the Partnership Coordination Team**

The PCT provide the framework within which the Partnership operates and facilitates the development of strategic direction and delivery of pan Sussex road safety activities. Through this and the coordination of the Programme Groups by the Operations Development Officer they assist the Partners in identifying road safety priorities, managing appropriate established intervention products and the initiation and evaluation of new projects.

It is for the Partners to decide the most appropriate resourcing to tackle the issues and influence casualty reduction. With the exception of communications support, the PCT has no direct responsibility for the delivery of road safety education that is the responsibility of the constituent members of the Partnership.

From a tactical perspective the PCT are responsible for safety camera site selection and the maintenance of safety cameras and other related on-site equipment such as camera signing.

The Data Team collate road safety data for the determination of strategic priorities, identification of trends and monitoring of performance.

The Communications Unit supports delivery of SSRP Programs, Projects and Initiatives through targeted marketing, public relations & advertising communications and maintains the SSRP web site containing appropriate information and data

The Operations Manager is responsible for budgetary control, the day to day management of the PCT and is appointed by the SRG.

### **Lead Partner**

The Lead Partner shall act as treasurer for the Partnership, providing and operating a financial management system and maintaining a comprehensive record of all transactions to a standard that is acceptable for audit.

The Lead Partner, in cooperation with the PCT will procure all direct

purchases for the Partnership, unless there is a best value reason for another Party to undertake such procurement. This will ensure that the Lead Partner and PCT have a clear responsibility for all direct purchases and control over expenditure and financial reporting.

The Lead Partner can only be changed by a resolution of the Directors Group on a minimum of three months written notice.

Sussex Police shall be Lead Partner between 1<sup>st</sup> April 2015 and 31<sup>st</sup> March 2018.

### **External Communication**

All communications relating to branded SSRP activities shall be governed by the Communications Strategy which shall be approved by the SRG on an annual basis and reviewed by the Directors Group.

All press or other public announcements concerning the Partnership shall be made only by the person or persons authorised from time to time by the Directors Group to make such announcements.

### **Service / Business Plan**

An annual service delivery and business expenditure plan for the Partnership will be presented to the SRG by January each year for approval and an update will be provided to the Directors Group prior to the commencement of each financial year.

The business plan and associated expenditure will be monitored regularly and reported at least quarterly to the SRG.

Each Party is able to make a bid through the Programme Groups to the Programme Board for funds to support individual or joint road safety activities or initiatives. Bids in excess of £5,000 will be considered by the SRG for approval.

A Reserve Fund of £950k, or other amount agreed by the Directors Group, shall be maintained to facilitate the full or partial termination of the partnership under Termination of MoU.

### **Contributions**

Funding for 2015/18 shall be from the operational surplus of the NDORS Speed Awareness offender retraining operation see appendix 05.

By agreement with SRG Parties may contribute additional funding to the Lead Partner for specific Partnership activity which shall be administered as such by the Lead Partner.

## **Non-Cash Resources**

So far as is reasonably practicable the Parties shall commit such non-monetary resources and assistance and in-kind support to the Partnership as shall be reasonably and appropriately requested and agreed by the SRG from time to time.

## **Administration**

### **Reimbursement of Expenditure**

Where parties other than the Lead Partner incur agreed expenditure on behalf of the partnership re-imbusement of claims will be made by Parties, in arrears, by submission of an invoice with full supporting evidence of expenditure to the Lead Partner. Claims will be analysed and, where within agreed budgetary constraints, approved and passed for payment by the Lead Partner within 30 days.

Those Parties incurring agreed staff costs that are not directly reimbursed by the Lead Partner may invoice the Lead Partner in respect of agreed elements of staff time by the adoption of a plus 40% levy to take account of employment costs, such as national insurance, superannuation contributions and general expenditure of IT and office supplies.

The Lead partner and other partners incurring significant administration costs on behalf of the partnership may request an administration fee from the partnership. Such requests will be considered by the SRG.

Where a Party identifies that its expenditure on Partnership activity in any financial year is likely to exceed the level approved, that Party shall submit a report to the SRG as soon as practicable detailing the overspend. The SRG shall consider the report and determine whether or not it would be appropriate to authorise the overspend. The Party incurring the overspend will bear the entire costs of the overspend unless the Directors Group determine otherwise.

The resolution of any end of year budget variance will be approved by the SRG.

### **Employment of Staff**

Generally Sussex Police will undertake the employment of the PCT staff and will be reimbursed for their costs within the agreed budgets. In the event that circumstances beyond the reasonable control of Sussex Police or any of its employees' results in a budget overspend, this will be referred to the Partnership for an agreed resolution under the terms of this MoU.

The Data Team within the PCT will continue to be employed by WSCC.

Sussex Police will continue to undertake the employment of enforcement and associated administrative staff for the issue of fixed penalty notices and subsequent enquiries, and will be reimbursed for the costs associated with Partnership activity within the agreed budgets. In the event that circumstances beyond the reasonable control of Sussex Police or any of its employees' results in a budget overspend, this will be referred to the Partnership for an agreed resolution under the terms of this MoU.

Costs in relation to other staff engaged by other Partners will only be reimbursed by the Partnership where specifically agreed by the SRG.

There will be no increase or decrease in personnel involved in Partnership activity without initial agreement from the SRG and relevant individual Party.

Recruitment of staff within the PCT will be subject to joint partnership involvement in the candidate selection and interview process.

On termination of this MoU or the Partnership, staff issues will be managed by the Party employing the personnel.

### **Liabilities and Indemnities**

Each Party shall be liable for and shall indemnify the other Parties against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever directly arising out of or in the course of or directly caused by the negligence of that Party during the performance of this MoU.

Each Party shall be liable for and shall indemnify the other Parties against any expense, liability, loss, claim or proceeding in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises directly out of or in the course of or caused directly by the negligence of that Party during the performance of the MoU.

All of the Parties will ensure that they either have appropriate insurance in place, or have the financial resources available, to cover any replacement costs incurred through criminal damage or theft of fixed site equipment relating to Partnership activity.

### **Intellectual Property Rights**

Each Party ("**the Creating Party**") warrants to the other Parties in respect of the material created or to be created by the Creating Party for use in relation to this Agreement that:

The Creating Party is the sole author of all such material which is original in it;

The Creating Party has not previously exercised licensed or assigned any rights in such material;

No such material contains anything of an obscene, blasphemous or libellous nature or which infringes the copyright or any other rights of any person; and

the Creating Party will keep the other Parties fully indemnified against all losses and all actions claims proceedings costs and damages and all legal costs or other expenses arising out of any breach or alleged breach of any of the above warranties or out of any claim by a third Party based on any facts which if substantiated would constitute such a breach.

The Creating Party hereby grants to the other Parties a royalty-free, non-transferable, non-exclusive licence ("**the Licence**") to use the work and any arising intellectual property solely for the purposes of this Agreement and associated non-commercial road safety projects. The Licence may only be revoked on the grounds that its use by the other Parties will or has resulted in material damage to the reputation of the Creating Party.

### **Compliance with Laws**

The Parties shall at all times comply with all laws including the Data Protection Act 1998 and shall, where appropriate, maintain valid and up to date registration or notification under such legislation.

### **Information Requests**

Each Party acknowledges that the other Parties are subject to the requirements of the Information Laws and each Party shall where reasonable assist and co-operate with the other Parties (at their own expense) to enable the other Parties to comply with these information disclosure obligations.

Where a Party receives a request for information which relates to the MoU, it shall inform the other Parties of the request as soon as practicable after receipt. Wherever practicable the Party receiving the request shall consult the other Parties and have reasonable regard to their representations prior to the release of any information.

### **Extension of MoU**

This MoU may continue past 31<sup>st</sup> March 2018 by agreement of the Directors Group. Any such extension will be for three years or other time period agreed by the Directors Group.



### **Review of MoU**

This MoU will be reviewed whenever an Extension of MoU is agreed.

### **Termination of MoU**

This MoU shall continue until the 31<sup>st</sup> March 2018 unless terminated in writing. Any of the Parties may terminate or withdraw from this MoU by giving to the other Parties not less than six months' prior written notice (a "**Termination Notice**").

In the event of termination or withdrawal however and whenever occurring, the Parties shall:

Fully co-operate in terminating, modifying, restructuring, assigning or notating contractual arrangements entered into, to mutual advantage and properly and promptly execute any documents necessary;

Enter into arrangements with the other Parties concerning the ownership and control of joint assets acquired, if any, particularly where such assets may have been acquired for other Parties or third parties;

Use reasonable endeavours to secure an amicable financial settlement; and

Immediately transfer or return any property or financial resources, including data belonging, either jointly or wholly to the other Party, to that other Party.

Any Party may terminate this MoU without notice or with such notice as may be reasonable in the circumstances in the event of a change in the law etc.

In the event of one Party wishing to terminate or withdraw from this MoU early the Party wishing to terminate or withdraw from this MoU shall:

Pay to the other Parties or direct to third Parties (as may be appropriate) any additional costs which the other Parties may properly and reasonably incur by virtue of the early termination or withdrawal together with any professional and other costs properly and reasonably incurred by the other Parties in direct consequence of such early termination or withdrawal; and

Indemnify and keep indemnified the other Parties from and

against any claims, costs, losses and expenses arising from or in connection with such early termination or withdrawal.

If any Party is in default of its obligations under the MoU (the "**Defaulting Party**") and fails to comply with a written notice from any other Party to remedy such default within a reasonable period which shall be specified in such written notice then the other Parties may give a joint notice in writing terminating the Defaulting Party's interest under this MoU ("**Default Termination Notice**"). A Default Termination Notice shall take effect from the date specified, which shall be no less than two weeks from its date of service.

If a Party withdraws from this MoU during the Term, the relationship between the remaining Parties shall not be affected and the MoU shall continue unless terminated by all Parties.

#### **Distribution of Assets on Termination**

In the event of any Party terminating its involvement in the Partnership in accordance Termination of MoU, the assets obtained on behalf of the Parties will be divided in the following manner:

Fixed equipment on highways will remain the property of the authority on whose road it is installed;

Enforcement cameras remain the property of Sussex Police;

Vehicles will remain the property of the registered keeper;

Stationery and office furniture together with computers will remain the property of the Party using same;

Major items such as posting machines and photographic machines will remain the property of the substantive user;

Mutually used items such as portable radar meters (SID's and data collectors) will be shared by agreement between the Parties; and

CTSU processing equipment/software will remain the property of Sussex Police.

#### **Distribution of Partnership funds on Termination**

In the event of Termination, once all Partnership costs have been determined (for example, including but not exhaustively:- disposal

of assets, redundancy payments, removal of assets from the highway and making safe etc.) the remaining cash funds shall be redistributed by the Lead Partner to the contributing partners in the same proportions as to their financial contribution for the period of the MOU.

### **Dispute Resolution**

If any dispute arises out of or in connection with the MoU, the Parties shall promptly notify each other of the matter in dispute ("**Dispute**"), which shall in the first instance be referred to the Authorised Officers who shall use all reasonable skill, care and diligence to ensure that they receive the views of all Parties and consider all solutions proposed with the objective of resolving the dispute and achieving an agreed solution.

Where the Authorised Officers do not achieve within 14 days of notification of a dispute a solution acceptable to all Parties involved, and provided no right of termination has been exercised, then senior representatives of the Parties shall meet promptly, and in any event within 21 days of notification of the Dispute, in good faith to discuss and seek to resolve the dispute.

The work of the Partnership shall not be affected or suspended in the event of and during any Dispute.

### **Audit**

Each Party shall at all reasonable times (including following the termination for whatever reason of this MoU) allow or procure for any auditor for the purposes of an external or internal audit:

- (a) immediate access to;
- (b) permission to copy and remove any copies of; and
- (c) permission to remove the originals of,

any books, records and information in the possession or control of each Party which in any way relates to or are or were used in connection with this MoU; or the provision of the services supplies and works delivered pursuant to this MoU; including any such information stored on a computer system operated by another Party.

Each Party will provide all practicable co-operation and afford all appropriate access to personnel and records in order to assist the requesting Party in carrying out any investigations which are already under way at the Effective Date and any investigations which are carried

out after the termination or expiry of this MoU.

### **Entire MoU**

This MoU constitutes the entire MoU of the Parties in connection with its subject matter and supersedes all prior agreements, representations, communications, negotiations and understandings concerning the subject matter of this MoU.

### **Survival of terms**

In so far as any of the rights and powers of the Parties provided for in this MoU shall or may be exercised or exercisable after the termination or expiry of this MoU the provisions of this MoU shall survive and remain in full force and effect until all issues have been resolved.

In so far as any of the obligations of the Parties provided for in this MoU remain to be discharged after the termination or expiry of this MoU the provisions of this MoU imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

### **Modification**

No omission from, addition to or variation of this MoU shall be valid or of any effect unless it is agreed in writing and executed by each of the Parties.

### **Waiver**

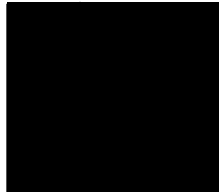
No term or provision of the MoU shall be considered as waived by any Party unless a waiver is given in writing by that Party and specifically states that it is a waiver of such term or provision.

### **Relationship of the Parties**

No Party to this MoU shall be an agent of the other Parties, or have the authority or power to bind the other Parties other than expressly conferred by this MoU.

Nothing in the MoU shall be construed as creating a partnership within the meaning of the Partnership Act 1890, or as a contract of employment between the Parties.

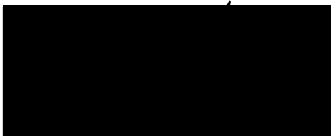
**Signatories**



27/3/15

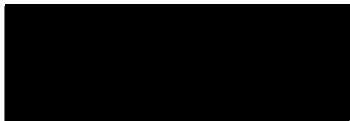
BHCC Assistant Director  
Date

ESCC Assistant Director  
Date

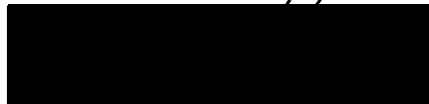


27/3/15

ESFRS – Director of Prevention & Protection  
Date

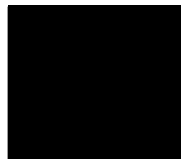


Highways England – Network Manager Area 4  
Date



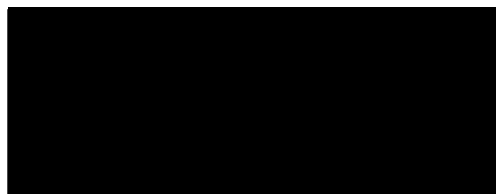
27/3/15.

Sussex Police –Assistant Chief Constable  
Date



27/3/15.

WSCC (WSFRS) – Assistant Chief Fire Officer Operations  
Date



27/3/15

### **Rights reserved**

Nothing in this MoU shall prejudice or fetter the proper exercise of any function of any of the Parties.

### **Third Party Rights**

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this MoU is not intended to, and does not, give to any person who is not a Party to the MoU any rights to enforce any provisions contained in the MoU.

## Appendix 01 Definitions

Authorised Officers	Officers appointed to represent each Party on the groups defined in appendix 04
BHCC	Brighton and Hove City Council
Cameras	Speed and red-light enforcement cameras
Chair	The person appointed by the relevant Group to chair that Group
CTSU	Central Ticket and Summons Unit, Sussex Police
DfT	Department for Transport
Directors Group	The Group made up of senior managers of the Parties
Enforcement	Road traffic enforcement activities by Sussex Police including criminal and anti-social driving behaviour
ESCC	East Sussex County Council
ESFRS	East Sussex Fire and Rescue Service
Group(s)	Means the groups referred to in appendix 03
Highway Authority	BHCC, ESCC, Highways England and WSCC
Information Laws	The Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Act 1998 and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time
LA Partner(s)	The Local Authority Partners – BHCC, ESCC and WSCC
Lead Partner	Sussex Police
Memorandum of Understanding (MoU)	This document including all appendices referred to and/or attached
Pan Sussex	Initiatives and activities which are common to a number of locations across Sussex i.e. not specific to a geographical location
Parties/Partners	The partners within the Partnership and signatories to this MoU
Partnership	Sussex Safer Roads Partnership (SSRP)
Partnership Coordination Team (PCT)	Officers in a central team co-located with Sussex Police at Shoreham Police Station undertaking data, communications and management roles on behalf of SSRP
Primary Aim	To reduce the number and severity of road related casualties in Sussex
Programme Board	Officers which coordinates information between SRG and the Programme Groups
Programme Groups	Safer for Drivers, Safer for NMRU's, Safer for Powered 2 Wheelers, Safer Speeds

Red-light camera	Fixed units using camera technology to detect and provide evidential proof of vehicles failing to comply with STOP signals and markings at controlled junctions or crossing places
Casualties	Road traffic accident casualties, identified by severity (as per DfT definition) and recorded by Sussex Police
SRG	Strategy and Resources Group, made up of managers of the Parties, implementing the strategic direction given by the Directors' Group and monitoring progress and performance.
SSRP	Sussex Safer Roads Partnership
WSCC	West Sussex County Council
WSFRS	West Sussex Fire and Rescue Service



**Appendix 02 Road Safety Reduction Outcomes (projection)**

Casualty forecast for Sussex based on the projections from the DfT document "Strategic Framework for Road Safety" (May 2011)

	2005-09 Average	2020	2025	2030
<b>Killed</b>				
Central Projection	84	53	51	50
Change on 05-09 average		-37%	-39%	-41%
Low Projection		45	41	36
Change on 05-09 average		-46%	-51%	-57%
<b>Killed or seriously injured</b>				
Central Projection	1010	606	535	455
Change on 05-09 average		-40%	-47%	-55%
Low Projection		505	404	303
Change on 05-09 average		-50%	-60%	-70%

Casualty forecast detail by year to 2020

	2005-09 average	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Fatal</b>												
Central Projection	84	81	78	76	73	70	67	64	61	59	56	53
Low Projection		80	77	73	70	66	63	59	56	52	49	45
<b>KSI</b>												
Central Projection	1010	973	937	900	863	826	790	753	716	679	643	606
Low Projection		964	918	872	826	780	735	689	643	597	551	505

2005-09 average casualties

Year	Fatal	Serious	KSI
2005	114	890	1004
2006	99	929	1028
2007	68	950	1018
2008	78	948	1026
2009	63	912	975
<b>2005/09 Average</b>	<b>84</b>	<b>926</b>	<b>1010</b>

Casualty forecast for BHCC based on the projections from the DfT document "Strategic Framework for Road Safety" (May 2011)

	2005-09 Average	2020	2025	2030
<b>Killed</b>				
Central Projection	8	5	5	5
Change on 05-09 average		-37%	-39%	-41%
Low Projection	4	4	3	3
Change on 05-09 average		-46%	-51%	-57%
<b>Killed or seriously injured</b>				
Central Projection	157	94	83	71
Change on 05-09 average		-40%	-47%	-55%
Low Projection	79	63	47	47
Change on 05-09 average		-50%	-60%	-70%

Casualty forecast detail by year to 2020

	2005-09 average	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Fatal</b>												
Central Projection	8	8	7	7	7	7	6	6	6	6	5	5
Low Projection	8	8	7	7	7	6	6	5	5	5	4	4
<b>KSI</b>												
Central Projection	157	151	146	140	134	128	123	117	111	105	100	94
Low Projection	157	150	143	136	129	122	114	107	100	93	86	79

2005-09 average casualties

Year	Fatal	Serious	KSI
2005	16	145	161
2006	9	162	171
2007	6	158	164
2008	5	136	141
2009	2	148	150
2005/09 Average	8	150	157

Casualty forecast for ESCC based on the projections from the DfT document "Strategic Framework for Road Safety" (May 2011)

	2005-09 Average	2020	2025	2030
<b>Killed</b>				
Central Projection	33	21	20	19
Change on 05-09 average		-37%	-39%	-41%
Low Projection		18	16	14
Change on 05-09 average		-46%	-51%	-57%
<b>Killed or seriously injured</b>				
Central Projection	379	227	201	171
Change on 05-09 average		-40%	-47%	-55%
Low Projection		190	152	114
Change on 05-09 average		-50%	-60%	-70%

Casualty forecast detail by year to 2020

	2005-09 average	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Fatal</b>												
Central Projection	33	32	31	30	29	28	26	25	24	23	22	21
Low Projection		32	30	29	28	26	25	23	22	21	19	18
<b>KSI</b>												
Central Projection	379	365	351	338	324	310	296	282	268	255	241	227
Low Projection		379	345	327	310	293	276	259	242	224	207	190

2005-09 average casualties

Year	Fatal	Serious	KSI
2005	42	311	353
2006	37	356	393
2007	26	352	378
2008	39	360	399
2009	22	351	373
<b>2005/09 Average</b>	<b>33</b>	<b>346</b>	<b>379</b>

Casualty forecast for WSCC based on the projections from the DfT document "Strategic Framework for Road Safety" (May 2011)

	2005-09 Average	2020	2025	2030
<b>Killed</b>				
Central Projection	44	28	27	26
Change on 05-09 average		-37%	-39%	-41%
Low Projection		24	22	19
Change on 05-09 average		-46%	-51%	-57%
<b>Killed or seriously injured</b>				
Central Projection	474	284	251	213
Change on 05-09 average		-40%	-47%	-55%
Low Projection		237	190	142
Change on 05-09 average		-50%	-60%	-70%

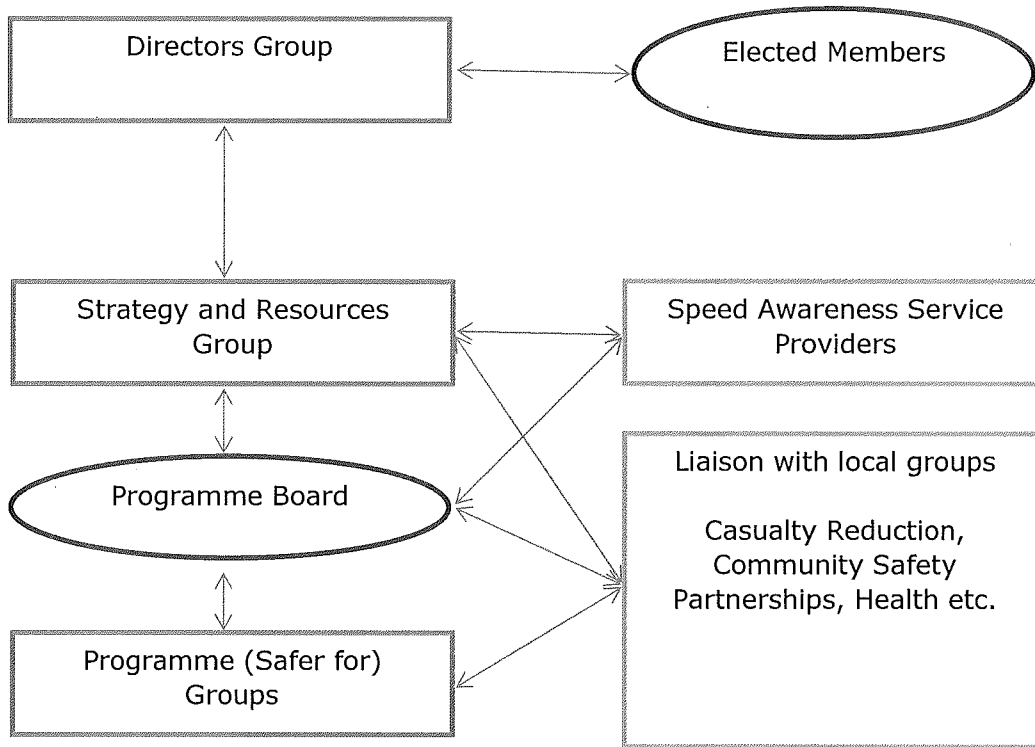
Casualty forecast detail by year to 2020

	2005-09 average	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>Fatal</b>												
Central Projection	44	43	41	40	38	37	35	34	32	31	29	28
Low Projection	44	42	40	39	37	35	33	31	29	28	26	24
<b>KSI</b>												
Central Projection	474	457	439	422	405	388	370	353	336	319	301	284
Low Projection	474	452	431	409	388	366	345	323	302	280	259	237

2005-09 average casualties

Year	Fatal	Serious	KSI
2005	56	434	490
2006	53	411	464
2007	36	440	476
2008	34	452	486
2009	39	413	452
<b>2005/09 Average</b>	<b>44</b>	<b>430</b>	<b>474</b>

### Appendix 03 Partnership Structure



## Appendix 04 Group Members

### Directors Group

BHCC	Assistant Director – Sustainable Transport
ESCC	Assistant Director - Environment
ESFRS	Director of Prevention & Protection
HE	Network Manager Area 4
Sussex Police	Assistant Chief Constable
WSCC (WSFRS)	Director Communities and Infrastructure
WSFRS	Assistant Chief Fire Officer Operations

### Strategy & Resources Group

BHCC	Road Safety Manager
ESCC	Head of Service for Communities
ESFRS	Partnership Manager
HE	Asset Manager Area 4
SSRP	SSRP Partnership Co-ordination Team (PCT)
Sussex Police	Head of Profession Roads Policing / Chief Inspector Roads Policing / Traffic Management Officers / CTSU Manager / Finance Officer
WSCC	Structures Team Manager, Residents & Environmental Services / Safe & Sustainable Transport Team Manager
WSFRS	Safer Communities Manager
Invited representatives from other agencies as appropriate, i.e. Public Health, Community Partnerships	

### Programme Board

Sussex Police	Chief Inspector Roads Policing
SSRP	Operations Manager

### Programme Groups (Safer for Drivers, Safer for NMRU, Safer for Powered Two Wheelers and Safer Speeds)

SSRP	Operations Development Officer (Chair)/Communications Officer
BHCC	Road Safety Team Manager / Road Safety Officer
ESCC	Road Safety Officer
ESFRS	Crew Manager, Intervention and Incident Reduction Team
WSCC	Road Safety Officer
WSFRS	Road Safety Co-ordinator
Sussex Police	Partnership Sergeant / Lead for Strategic Group

**Appendix 05 Financial Contributions**

	2015/16	2016/17	2017/18	Total
NDORS Speed Awareness Surplus	£1.84m	£1.85m	£1.85m	£5.54m