

DELEGATED DECISIONS

When: Tuesday 9 April 2024 at 5.30 pm

**Where: Room 1.02, Civic, 1 Saxon Gate East, Milton Keynes,
MK9 3EJ**

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Enquiries

Please contact Jane Crighton on 01908 252333 or jane.crighton@milton-keynes.gov.uk

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Agenda

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Agenda

- 1. Local Enterprise Partnership (LEP) Transition - Milton Keynes City Council Agreement on Future Working Arrangements** **(Pages 5 - 20)**

Decision to be taken by Councillor Marland (Leader of the Council).

Notice of Intention to Hold the Meeting in Private

The public and press be excluded from the meeting by virtue of Paragraph 3 (Information relating to the Financial or Business Affairs of any Particular Person [including the Authority holding that Information]) of Part 1 of Schedule 12A of the Local Government Act 1972, in order that the meeting may consider the Annex to the following item.

- 2. E-Scooter Trial Extension** **(Pages 21 - 36)**

Decision to be taken by Councillor Wilson-Marklew (Cabinet member for Public Realm).

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Executive Report



Delegated Decisions - 9 April 2024

LOCAL ENTERPRISE PARTNERSHIP (LEP) TRANSITION - MILTON KEYNES CITY COUNCIL AGREEMENT ON FUTURE WORKING ARRANGEMENTS

Name of Cabinet Member	Councillor Pete Marland (Leader of the Council)
Report sponsor	Paul Thomas Director of Planning and Placemaking
Report author	Sophie Lloyd Head of Economic Development sophie.lloyd@milton-keynes-gov.uk 01908 253208

Exempt / confidential / not for publication	No
Council Plan reference	Council Plan Commitment 31
Wards affected	All wards

Executive Summary

This report outlines the proposal for West Northamptonshire Council (WNC) to take on the role of host authority for the functions of the South East Midlands Local Enterprise Partnership (SEMLEP), from April 2024 on behalf of the six local authorities in the South East Midlands. The functions subject to transfer are the Growth Hub, Careers Hub and Strategic Economic planning function. This follows the Government's decision in August 2023 to integrate LEP functions within local democratic institutions.

The report considers the implications of this approach for Milton Keynes City Council and sets out the decisions and agreement required to confirm the role of West Northamptonshire Council as host authority and accountable body for services previously hosted by the LEP.

1. Proposed Decisions

- 1.1 That in respect of existing Local Enterprise Partnership (LEP) arrangements, and in line with corresponding decisions of the other Central Area Growth Board Member Councils, that the following be agreed from 1 April 2024:
- (a) assets, rights, loans and liabilities of SEMLEP (relating to the functions of the Growth Hub, Careers Hub and Strategic Economic planning) be transferred to West Northamptonshire Council; and
 - (b) relevant SEMLEP staff be transferred in accordance with TUPE regulations to WNC who will be responsible for any liabilities in relation to staff from the former LEP.
- 1.2 That West Northamptonshire Council be the host authority and accountable body for the delivery of services previously hosted by the LEP (inclusive of the relevant funding and liabilities) and accordingly that:
- (a) the Draft Heads of Terms for inter authority agreement (attached as an **Annex** to the report) be noted;
 - (b) the Council will enter into an agreement with West Northamptonshire Council in relation to the delivery of the inherited services, the funding and liabilities (with the intention that there will be no cost to Milton Keynes City Council); and
 - (c) authority be delegated to the Director of Planning and Placemaking, in consultation with the Leader of the Council, Monitoring Officer and Section 151 Officer, to finalise arrangements for the integration of the LEP functions, including agreement of the Heads of Terms and completion of the inter authority agreement with the other Growth Board member Councils.
- 1.3 That Milton Keynes City Council, as part of the Central Area Growth Board, retain responsibility for the strategic direction of the former LEP responsibilities, in so far as they relate to Milton Keynes, including the growth hub, careers hub, strategic economic planning and any future specific government future programmes directed through the host authority, but that the Council agrees that West Northamptonshire Council deliver these functions and services on Milton Keynes City Council's behalf.

2. Reasons for the Decision

- 2.1 To deliver on Council Plan delivery plan commitment 31 'Work with partners to agree a new model of delivery for current SEMLEP functions and continue to seek a Level 2 Devolution Deal for the area'.
- 2.2 To secure the transfer of LEP functions from the current external company structure of SEMLEP into local authority management by West Northamptonshire Council in accordance with government guidance issued in August and December 2023.

- 2.3 To ensure the appropriate integration of functions previously delivered by SEMLEP into local democratic institutions across a functional economic geographical area.
- 2.4 To support the management of the assets, liabilities and staff through the transfer by West Northamptonshire Council on behalf of the Central Area authorities.

3 Background to the Decision

- 3.1 UK Government made a decision to withdraw core funding from LEPs in 2023, and subsequently issued guidance relating to the integration of the functions of LEPs into local democratic institutions. South East Midlands Local Enterprise Partnership (SEMLEP) will be wound up from 31 March 2024.
- 3.2 A process ran in summer 2023 for the six local authorities within the SEMLEP area (Bedford Borough Council, Central Bedfordshire Council, Luton Borough Council, Milton Keynes City Council, North Northamptonshire Council and West Northamptonshire Council) to express an interest in running the services previously delivered by the LEP (Growth Hub, Careers Hub and Strategic Economic planning.) Following a process of scoring the proposals, West Northamptonshire Council was ultimately the successful local authority.
- 3.3 The six local authorities within the SEMLEP area (Bedford Borough Council, Central Bedfordshire Council, Luton Borough Council, Milton Keynes City Council, North Northamptonshire Council and West Northamptonshire Council) have endorsed a proposal for West Northamptonshire Council (WNC) to become host authority and accountable body for the Local Enterprise Partnership (LEP) functions from 1 April 2024.
- 3.4 The existing Central Area Growth Board (CAGB), which comprises the six local authority leaders, has provided the governance structure for discussion relating to future delivery of the LEP functions. In October 2023, the Central Area Growth Board resolved that West Northamptonshire Council should take on the role of host authority and accountable body for services previously delivered by the LEP. WNC Cabinet accepted a recommendation to progress the integration of LEP functions and take on the role of host authority and accountable body on 13 February 2024.
- 3.5 It is proposed that the CAGB will continue to exist and consider matters relating to previous LEP services and regional economic planning for the six Councils. However, a review will be required of the existing terms of reference and a formalisation of its structure to streamline decision making with a a joint committee structure the most likely scenario to allow formal decision making to take place on regional matters. Governance will be explored by the partners later in 2024 Milton Keynes City Council is currently the secretariat for the Central Area Growth Board.

- 3.6 A fundamental principle for all six local authorities for the future delivery of the LEP functions is that the service must be financially sustainable. A financial envelope of £1,875,988 has been agreed as a budget for 24/25 which allows for the transfer of Strategic Economic Planning, Growth Hub and Careers Hub, together with support roles. This budget draws on £495,000 of approved LEP reserves. The agreement to use reserves in year one is subject to a requirement for further review after 6 months. The review will be considered by CAGB with a view to reducing the use of reserves and finding a sustainable funding model for the service functions and a budget for 2025/26.
- 3.7 To progress the transition of LEP functions, WNC require an inter authority agreement with all five partner local authorities. The purpose of the agreement will be to confirm governance and to delegate to WNC general powers to deliver LEP functions across each local authority area, and in relation to the delivery of the inherited functions, the funding and the liabilities with the intention that there will be no cost to any Council. Proposed draft Heads of Terms for the agreement are included as an **Annex** to the report.

4. Implications of the Decision

Financial	Y	Human rights, equalities, diversity	N
Legal	Y	Policies or Council Plan	Y
Communication	Y	Procurement	N
Energy Efficiency	N	Subsidy	N
Workforce	N	Other	Y

(a) Financial Implications

The intention is that there will be no cost to Milton Keynes City Council or any of the other partner councils involved in the new ways of working. West Northamptonshire Council will be seeking an agreement around unforeseen liabilities which cannot be met from the existing reserves, government funding or the insurance arrangements of the LEP. Draft heads of terms for the agreement are included as an **Annex**.

(b) Legal Implications

West Northamptonshire will require all five authorities to sign an inter authority agreement. The purpose of the agreement will be to confirm governance and to delegate to WNC general powers to deliver functions / services previously delivered by the LEP across each local authority area.

(c) Other implications

Relevant staff (those previously employed by SEMLEP and in functions that will continue from 1 April) will transfer in accordance with TUPE regulations to WNC and WNC will be responsible for any liabilities in relation to staff from the former LEP.

Work is ongoing to establish a new brand and identity for the Central Area/South East Midlands. This work is expected to conclude by 31 March 2024.

5. Alternatives Considered

To Deliver LEP Services on an Individual LA Footprint

- 5.1 The functions currently delivered by SEMLEP are reliant on funding from UK Government. Government guidance published in 2023 on integrating LEP functions into local democratic institutions made clear that UK Government ‘expects local authorities to work together to deliver LEP functions’. It was therefore not a viable option for Milton Keynes City Council to explore instead delivering these services at a Milton Keynes level, given no government funding for provision of these services would be forthcoming to a single authority. It would also not be cost effective to do so, and would mean the Council would lose out the benefits of regional working. Therefore, this is not considered to be a viable option.

To Do Nothing

- 5.2 Businesses and schools within the Milton Keynes unitary area are currently able to access support and services for free from the South East Midlands Local Enterprise Partnership. These are delivered via the South East Midlands Growth Hub, and the South East Midlands Careers and Enterprise hub. These services are delivered using UK Government funding.
- 5.3 SEMLEP will cease to operate as of 1 April 2024. Were Milton Keynes City Council to do nothing, and not confirm its commitment to be part of the new delivery of services, business and schools in Milton Keynes would lose access to these services. The City Council’s Economic Development work would also lose access to regional economic planning, insight and support.
- 5.4 To do nothing is therefore not considered to be a viable option.

6. Timetable for Implementation

1 April 2024	SEMLEP services and staff formally transfer into West Northamptonshire Council
w/c 15 April 2024	Expected commencement date for launch of Business Board recruitment
Mon 20 May 2024	Business Board recruitment closes
Summer 2024	Work to formalise the Central Area Growth Board as a joint committee

List of Annexes

Annex Draft Heads of Terms for Inter Authority Agreement

List of Background Papers

4 August 2023 – Government guidance on LEP integration - [Guidance for Local Enterprise Partnerships \(LEPs\) and local and combined authorities: integration of LEP functions into local democratic institutions - GOV.UK \(www.gov.uk\)](#)

19 October 2023- Central Area Growth Board update on LEP functions [Future of Regional Working and the Local Enterprise Partnership.pdf \(moderngov.co.uk\)](#)

12 December 2023 - CAGB update on the business engagement element of LEP functions - [Update on Business Engagement.pdf \(moderngov.co.uk\)](#)

12 December 2023- CAGB update on LEP functions [Update on Future of LEP Functions.pdf \(moderngov.co.uk\)](#)

19 December 2023 – Government guidance on LEP integration - [Guidance for local authorities delivering business representation and local economic planning functions - GOV.UK \(www.gov.uk\)](#)

13 February 2024 -West Northamptonshire Cabinet, Hosting the functions of the South East Midlands Local Enterprise Partnership, [West Northamptonshire Council \(moderngov.co.uk\)](#)

Appendix A - [Hosting the functions of the South East Midlands Local Enterprise Partnership - Appendix A.pdf \(moderngov.co.uk\)](#)

Appendix B - [Hosting the functions of the South East Midlands Local Enterprise Partnership - Appendix B.pdf \(moderngov.co.uk\)](#)

14 February 2024 = Central Area Growth Board update on LEP Transition [LEP Transition Update.pdf \(moderngov.co.uk\)](#)

14 February 2024 – Central Area Growth Board update on proposed business engagement for LEP functions from 1 April 2024 [Business Engagement Plans.pdf \(moderngov.co.uk\)](#)

Inter Authority Agreement re SEMLEP – Heads of Terms dated [] 2024**1. Background**

The six Local Authorities within the SEMLEP area (as stated in paragraph 4 below) have endorsed a proposal for West Northamptonshire Council (WNC) to become host authority and accountable body for the South East Midlands Local Enterprise Partnership (Limited's functions ("SEMLEP") from 1 April 2024. This follows the Government's decision to withdraw core funding from LEPs issued in August 2023 with guidance subsequently issued by the Department for Levelling Up, Housing and Communities ("DLUHC") on 10 December 2023 relating to the integration of the functions of LEPs into local "First Tier" democratic institutions. These Heads of Terms are intended to be superseded by a more detailed Inter Authority Agreement in due course. The parties will use all reasonable endeavours to agree the terms of this agreement within 3 months of the date hereof.

2. Legal Powers

The legal basis is pursuant to the powers of Local Authorities to act for the benefit of their areas under Section 1(4) of the Localism Act 2011 and otherwise and to appoint committees under Section 102 of the Local Government Act 1972.

3. Decision Making/Governance

All of the parties shall commit to work constructively to support the ongoing operation of previous SEMLEP activities and its strategic economic planning function, and to act openly and in good faith to support their ongoing success, and shall not take part in any activities which might undermine them.

A Joint Committee, hosted by Milton Keynes City Council on behalf of the parties shall meet on a regular basis to discuss the proposals behind the in principle agreement for WNC to take over hosting the functions of SEMLEP and shall replace the current Central Area Growth Board.

It is proposed that in future a Joint Committee will be set up to take decisions under Section 101(1) and (5) of the Local Government Act 1972.

The parties will agree detailed terms of reference for the ongoing work of the Central Area Growth Board (CAGB) / any future Joint Committee as promptly as possible after 1 April 2024.

WNC will act in accordance with the decisions of CAGB (initially) and thereafter by the Joint Committee, provided always that funding of any resultant cost increases or any actions which may result in substantive losses or other liabilities, shall only be agreed with the explicit agreement of WNC as Accountable Body (provided always, that any party may, in the event of dispute, refer the decision for mediation in accordance with paragraph 15). In the event that the Joint Committee is unable, following debate, to reach a decision, WNC shall be authorised (in the case of urgency and / or where substantive liabilities need to be mitigated) to make decisions in order to satisfy its position as Accountable body and to inform the budgetary position.

Individual Local Authorities will be responsible for taking the necessary executive decisions to enter into these Heads of Terms and any subsequent Agreement(s).

4. Parties

The parties comprise:

- West Northamptonshire Council;
- North Northamptonshire Council;
- Milton Keynes City Council;
- Central Bedfordshire Council;
- Luton Borough Council; and
- Bedford Borough Council.

5. Commencement

These Heads of Terms will commence (subject to preparatory activities) on 1 April 2024 and will continue thereafter until or unless determined by the parties as agreed.

6. Scope

These Heads of Terms relate to the SEMLEP functions which transfer to WNC comprising the delivery of the Growth Hub, Careers Hub and the Strategic Economic Planning function, as further described in Schedule 1 below across the areas of the Local Authorities areas of the parties named at paragraph 4 above. The parties anticipate that WNC will maintain these functions (“the Functions”), subject to any request or requirement of HM Government to modify or add to their role with regard to economic development activities.

7. Principal and Aims

The parties aims will be to ensure that the Functions continue to be operated for the benefit of the whole area covered by the six Local Authorities.

As far as possible to ensure that the Functions are carried out in the most cost-effective way.

To deliver the Functions in accordance with the KPIs set out in the Funding Agreements for each of the services currently entered into between SEMLEP and the relevant party(ies), and any KPIs agreed between parties via the CAGB / any Joint Committee.

To provide regular reporting back to the other parties through the reporting mechanisms established by the CAGB / any Joint Committee when established.

All parties shall support WNC in a review of SEMLEP functions as described in paragraph 3 above during the first 6 months of the date of these Heads of Terms to inform a budget position for 2025/26. Subsequent reviews shall be determined by the parties via agreement within CAGB or its successor governance arrangement.

8. Termination and Exit Strategy

The Heads of Terms between the parties shall continue with respect to all parties until any party gives not less than 6 months’ notice in writing to all of the other parties of its intention to withdraw from them.

In the event of such withdrawal, the party giving notice shall contribute an e proportion of the ongoing liabilities to which WNC or any of the other parties will be liable for over the period from termination (including sums in respect of actual or anticipated

redundancy costs and the termination of any contracts), until the end of the relevant financial year, or a period of 6 months, whichever is the latter, based on each party bearing an equal proportion of such liabilities, subject always to use of reserves as agreed, capped over the duration of these arrangements (after any agreed withdrawal from reserves) at £X per Authority. This cap shall be reviewed by the parties on or around 36 months from the date hereof.

For the avoidance of doubt, the terminating party shall not be entitled to a share of any financial reserves transferred to WNC from SEMLEP on withdrawal, without prejudice to the final position as provided for in paragraph 11 below.

In the event that two or more parties withdraw from the relationship envisaged by these Heads of Terms, the remaining parties will consider, in good faith, whether it is appropriate or viable to continue with these arrangements and convene an appropriate discussion.

The parties may at any time, if they all agree, terminate these arrangements in whole. In such case, subject to all parties sharing the cost of winding-up the activities, including the costs of employee redundancy and contract termination, all parties shall be entitled to an equal share of the financial reserves maintained by WNC with respect to the Functions.

9. Staffing Arrangements

Transfer of staff in accordance with TUPE.

Staff will be transferred from SEMLEP and employed by WNC from 1 April 2024 in accordance with their pay and grading structure, subject to TUPE and all accrued rights, including with regard to employee consultation. Redundancy, where required, will be carried out under WNC's redundancy policies and any other policies.

10. Pensions

Staff will be entitled to join the LGPS Northamptonshire Pensions Scheme with WNC as scheme employer. Terms for the transfer of staff, including treatment of benefits accrued from the current SEMLEP pension scheme will be resolved following actuarial involvement where necessary, after 1 April 2024.

11. Funding/Costs

In respect of funding transferred and received at 1 April 2024 and all future funding awarded for the purpose of delivering the functions determined by the Government, WNC are the accountable body.

Luton Borough Council shall remain the legacy accountable body following the SEMLEP closure in respect of historic liabilities, including certain detailed responsibilities as defined in Schedule 2 shall be transferred to WNC.

WNC will utilise Government funding, any existing project funding, and reserves to create a stronger year one position, to include up to £495,000 in year one (2024/2025) to support the delivery of the Strategic Economic function, Growth Hub and Careers Hub functions as set out in Government guidance.

The other parties will support WNC in completing a review and potential restructure of services during 2024/2025, with the aim of seeking to reduce or remove the use of reserves from budget setting in future years.

WNC will hold a sum of £2.5 million from the SEMLEP GPF contingency and any remaining general reserves from SEMLEP transferred at closure for the specific purpose of providing support for previous LEP functions. This could include:

- to meet a shortfall in Government funding for future years and for closure costs, including redundancy and pension strain costs should any part of historic LEP functions need to be wound up at a point in the future; and
- with the objective of minimum of £1 million always remaining in the fund for the purpose of being available to fund closure of the services (to include redundancy / pension strain, legal and administrative costs).

WNC will account to the other parties for all expenditure from such contingency monies and seek to hold them in a separate interest bearing account.

In the event of identified reserves relating to SEMLEP liabilities transferred to WNC at 1 April 2024 being insufficient to meet the costs of ending the operation of functions, or being required to support ongoing functions previously carried out by SEMLEP, each Local Authority undertakes to contribute a share of such liabilities as set out, and subject to the liability cap in paragraph 8 above to meet any financial shortfall suffered by WNC.

In the event of identified reserves and other grant funding remaining at the end of the operation of previous LEP functions, unless prevented by Government guidance at this time, the six Local Authorities, through the anticipated Joint Committee arrangement, will agree a mechanism for the equitable redistribution to the six Local Authorities of the remaining funding, deducting all costs incurred by WNC associated with the termination of services, functions, consequent staff redundancy costs, pension strain and contractual liabilities in line with the percentage share for each Authority indicated in Clause 8 above.

12. **Assets**

WNC and Luton Borough Council will enter into Transfer Agreements in due course (substantially following the form of agreement circulated) with SEMLEP related to the transfer of assets, current contracts of SEMLEP and liabilities, and will share the content of any such Agreement with the other parties. A process to notify third parties of contract assignments or novation will be agreed.

WNC and Luton will confirm their proposed management / overhead charge to the other parties as soon as practicable.

13. **Insurance**

Nothing in these Heads of Terms shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of any obligation as to title or quiet possession implied by statute; or
- (d) for any other act, omission, or liability which may not be limited or excluded by law,

and WNC will be responsible for insuring its activities within these Heads of Terms.

14. Indemnity

Each party shall indemnify the others in full in terms of any liability of the other parties arising from their negligence, breach of contract or other third party liability.

15. Dispute Resolution

The parties will seek to agree a mechanism to escalate treatment of any dispute to Chief Officer level, using all reasonable endeavours to resolve such amicably and, thereafter, if they are unable to resolve, by an approved process of third party utilising the model commercial mediation process of CEDR (The Centre for Effective Dispute Resolution), unless otherwise agreed, the costs of such process to be shared equally between the disputing parties..

16. Data Protection/Freedom of Information

Any data transferring between the parties will be handled in accordance with GDPR obligations and all required protections put in place. The content of any FOI/EIR applications related to the subject of these Heads of Terms received by any party shall be shared between the parties, and any disclosure approved by WNC as accountable body.

It is not anticipated that a formal Data Sharing or Data Transfer Agreement will be required to facilitate WNC's activities.

17. Confidentiality

The parties will seek to maintain all necessary commercial confidentiality, particularly with regard to commercial third parties with whom the parties deal, and shall seek to ensure that their officers and members respect such obligation.

18. Copyright and Intellectual Property

WNC will seek to ensure that any Intellectual Property Rights held by SEMLEP are properly assessed and transferred to it. Following such transfer, all such rights (in particular such rights of third parties) will be fully respected and protected by all parties.

19. Variation

No variation of these Heads of Terms shall be effective, unless it is in writing and signed all of the Parties (or their authorised representatives).

20. Waiver

A waiver of any right or remedy under these Heads of Terms or by law is only effective if given in writing, and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Agreement Heads of Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Heads of Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. Third Parties

It is agreed for the purposes of the Contract (Rights of Third Parties) Act 1999 that these Heads of Terms is not intended to and does not give to any person who is not a party to these Heads of Terms any rights to enforce any provisions contained within them.

22. Governing Law and Jurisdiction

These Heads of Terms shall be governed by and construed in accordance with the laws of England and Wales.

23. Force Majeure

No Party shall be in breach of these Heads of Terms, nor liable for delay in performing, or failure to perform any of its obligations under them, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for two months, the parties shall refer the matter via the Dispute Resolution process set out at paragraph 15 above.

24. Severability

If any provision or part-provision of these Heads of Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Heads of Terms. If any provision or part-provision of them is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

SCHEDULE 1 Growth Hubs

Growth Hubs are designed to:

- Promote the advantages of seeking business support.
- Simplify the process of accessing support for businesses by connecting businesses to support available in a local area.
- Improve co-ordination of local business support services in line with local and national economic policy goals.
- Fill any gaps in support services with bespoke offering where needed.

Growth Hubs primarily provide a 'front window' for businesses, bringing together agencies and organisations that provide business support, playing a brokerage, support and facilitator role. The principles of funding require Growth Hub services to be free of charge, impartial, and to make services available through a range of channels, including working alongside the national business support helpline and providing face-to-face support where feasible.

The SEMLEP Growth Hub launched in 2014 and provides the following functions:

- Business advice and support including events.
- Business grants (currently until March 25).
- Business engagement / partnership working.
- Acting as a central point to refer to other business support (e.g. resource hub).
- Business support helpline.
- Additional funded project activity (e.g. UKSPF activity).

Careers Hub

The South East Midlands Careers Hub is part of a national network of centres of excellence on a mission to improve the careers outcomes for young people. The Careers Hub is funded by the Department for Education via the Careers & Enterprise Company.

The Careers Hub connects together local employers with careers leaders in schools, colleges and training providers to coordinate careers education and enhance each student's early experiences of the work place. The South East Midlands Careers Hub aims to support around 150 schools, and multiple colleges and providers across Bedfordshire and Luton, Milton Keynes and Northamptonshire.

Careers Hub supported programmes bring partners together, to act with the shared aims of inspiring young people, and giving students the knowledge and practical skills to make decisions about their next step.

Five priorities areas for the South East Midlands Careers Hub are:

- Connecting careers provision in schools and colleges to the needs of the local economy.
- Targeting interventions for economically disadvantaged young people, those who face additional barriers and those at risk of leaving school and not continuing training for getting a job.
- Amplifying the opportunities of apprenticeships, technical and vocational routes into work.
- Facilitating more, high quality experiences with employers for students and teachers.

- Embedding best practice (known as the 8 Gatsby Benchmarks) in careers provision in schools and colleges.

Strategic Economic Planning

Producing economic strategies in their area and delivery of both Strategic Economic Plans and Local Industrial Strategies that brought together local businesses, authorities, and individuals to develop a long-term economic strategy for the respective areas.

From April 2024, government encourages areas to produce (or update) economic strategies on an ongoing basis to support local decision making, furthering the work previously undertaken by LEPs. Government expects areas to publish their (existing, new, or updated) strategy within six months of receiving funding for 2024/2025.

Where possible Government suggest building on the Local Industrial Strategies or any other similarly relevant strategies or documents already in place. These strategies should be underpinned by a strong evidence base and look to identify: the local economic opportunities (including areas of comparative advantage); challenges; and where there are opportunities for strategic connections across regions.

Incorporating the voice of business

LEPs have provided a strong forum for the voice of business and this function will continue in the new arrangements, Government guidance was published on the 2 August 2023 and subsequently on the 19 December 2023 highlighting the need to embed a strong, independent, and diverse local business voice into the new arrangements. This includes the following requirements from Government:

- The expectation for local authorities to create or continue to engage with an economic growth board (or similar) within their functional geography.
- Suggestions of the types of things the private sector could add value to within new arrangements such as enhancing local economic strategies and interventions, providing challenging and insight on business impacts of public sector initiatives and providing the view of local businesses as part of regional decision making.
- An expectation that membership of the Board be selected and recruited in an open and transparent process and that terms of reference of the Board manages issues such as conflict of interest, confidentiality, gateway criteria or disqualification/removal procedures.
- Ensuring the governance structure delivers an independent business voice. For example, in choice of Chair and the appointment process, how terms of reference are set, how decisions are made and agreed within the board (and disputes managed), and in managing public communications.
- Ensuring the board is representative of the whole geography.
- Types of activity the board is involved in could include consultation on emerging plans, engagement with district councils, Towns Boards and UKSPF programmes (where appropriate), endorsement for significant public funding proposals and linkages with wider plans and engagement structures such as Growth Hubs, LSIPS and Careers Hubs.
- Local authorities are also asked to consider how the Board will relate to other local for a e.g. Town Deal Boards and relevant wider pan-regional economic planning organisations e.g. Midlands Engine.

SCHEDULE 2
Luton Retainer Responsibilities

Luton Borough Council are the historical Accountable Body for SEMLEP and will be responsible for:

- historic ERDF funded contracts;
- liabilities in respect of contracts pre-[insert date]; and
- monitoring of historic agreements entered into before [insert date].

DRAFT

Heads of Terms for an Inter Authority Agreement between the Six Authorities of SEMLEP

Signed by:
For and on behalf of **West Northamptonshire Council**

Signed by:
For and on behalf of **North Northamptonshire Council**

Signed by:
For and on behalf of **Milton Keynes City Council**

Signed by:
For and on behalf of **Central Bedfordshire Council**

Signed by:
For and on behalf of **Luton Borough Council**

Signed by:
For and on behalf of **Bedford Borough Council**

DRAFT

Executive Report



Delegated Decisions - 9 April 2024

E-SCOOTER TRIAL EXTENSION

Name of Cabinet Member	Councillor Jenny Wilson-Marklew (Cabinet member for Public Realm)
Report sponsor	Stuart Proffitt Director of Environment and Property
Report author	Murray Woodburn Head of Traffic and Transportation murray.woodburn@milton-keynes.gov.uk

Exempt / confidential / not for publication	Yes - Exempt Annex
Council Plan reference	N/A
Wards affected	All wards

Executive Summary

Milton Keynes City Council launched a trial of E scooters in August 2020. This followed a local evaluation of potential benefits of deploying e scooters along with requests from Government for local areas to launch trials of licenced electric scooters to support mobility. The trials were initially programmed to last for twelve months at which point legislation was expected to be in place to allow regulated services (should data and evidence show user/mobility benefits). Three providers operated initially; Lime, Tier and Ginger, although Ginger has now changed its model to much longer term hire with a much smaller number of vehicles, and their remaining allocation has been split between the two other operators.

Due to pressure on parliamentary time and an apparent lack of priority, DfT then stated that legislation would not be in place before 2024 and as a result, a further delegated decision was taken in November 2022 to extend the trial further until May 2024.

Once again, legislation has not been brought forward by Parliament to regulate e-scooters, and DfT have recently written to all Local Authorities operating trials to see if they wish to extend their trials once again, for a further two years until May 2026. Options to extend the geographical scope and fleet size of operating schemes as part of this extension have also been offered.

The Milton Keynes e-scooter scheme has been very successful, with over two million trips undertaken across the network, removing thousands of car trips from the road network. They are also well-used by younger people, providing a convenient mode of transport for them to undertake social and leisure activities, and by commuters, with distinct morning and evening peaks noticeable. Safety is also excellent, with very few reported incidents, and even fewer of these involving hospitalisations of users or others involved. As well as providing excellent evidence to show how well the scooters are used and their approval ratings, one of the existing operators has also provided evidence of uncompleted hires, where scooter unavailability has prevented a journey from taking place, suggesting that there are insufficient vehicles available to rent, and some would-be hirers are often disappointed.

Consequently, it is proposed to extend the existing e-scooter trial for a further two years to May 2026, and to expand the fleet size of one of the main operators (Lime), in conjunction with the introduction of improved operational controls. The scale of the fleet expansion is being negotiated with the operators in exchange for enhanced controls over geofenced parking areas and 'auto-slow' areas, but will not exceed 100% of their current fleet size.

1. Proposed Decisions

- 1.1 That the public and press be excluded from the meeting by virtue of Paragraph 3 (Information relating to the financial or business affairs of any particular person [including the authority holding that information]) of Part I of Schedule 12a of the Local Government Act 1972, in order the meeting may consider the **exempt Annex** to the report.
- 1.2 That a further extension to the operating period of the trial for both operators, Tier and Lime, until May 2026 in line with the Government's request, be approved.
- 1.3 That authority be delegated to the Assistant Director of Highways and Transport to:
 - (a) agree an appropriate expansion of fleet size not exceeding 100% (to be negotiated with current operator Lime) to meet the current identified unmet demand for trips; and
 - (b) negotiate and agree that additional controls for parking, speeding and safety be introduced for specific areas, in exchange for the increases in fleet size above.

2. Reasons for the Decision?

- 2.1 The e-scooter hire scheme in Milton Keynes has become an established transport option for local journeys, particularly among younger people, so removal of the scheme now would be inappropriate and unpopular.

- 2.2 The e-scooter hire scheme makes a significant contribution to the reduction of vehicle trips across the city and towards sustainable trip making, and improves the city's air quality. Figures from our providers show that 3.4 million kilometres have been driven on e-scooters since their introduction in MK, removing an estimated 350,000-400,000 car trips from the network and saving approximately 128 tonnes of emitted carbon compared to the equivalent car trips.
- 2.3 An expansion of the fleet not only allows for additional sustainable trips to be made by increasing scooter availability, but it also provides the Council with the negotiating opportunity to secure additional operational controls to address known issues with e-scooter parking locations and speeding in specific areas.

3. Background to the Decision

- 3.1 The e-scooter hire scheme in Milton Keynes has been operating very successfully since 2020 with 350k active users and is making a positive contribution to the sustainable transport options available to residents.
- 3.2 Lime, Tier and Ginger were originally granted concession arrangements in the trial, but only Lime and Tier offer a floating e-scooter hire service, with Ginger moving to a long term hire model with a much fewer numbers of e-scooters. As a result, their remaining allocation of 'conventional' hire scooters was split evenly between the other two operators in 2023. Tier and Lime therefore have a maximum fleet size of 630 scooters each at present.
- 3.3 Both Lime and Tier have indicated that they wish to continue to participate in an extended trial for a further two years, but Lime have also indicated that they wish to discuss an expansion of their fleet size.
- 3.4 The Lime scheme alone has enabled 1.6m e-scooter trips since launch, delivering year on year growth, with 604k trips undertaken in 2023, and a predicted 976k trips in 2024.
- 3.5 However, despite these very successful numbers, the vehicle density in Milton Keynes is very low compared to other cities in which they operate, which results in more unsuccessful attempts at hires, with scooters often unavailable when would-be hirers are seeking them.
- 3.6 Their first proposition therefore is to expand the fleet size from the current cap of 630 scooters to 1000 scooters, with mandatory geofenced parking zones introduced across Central Milton Keynes.
- 3.7 Their second proposition is to expand their operating area to cover areas to the South and East of the City, including Newton Leys, Little Brickhill and Woburn Sands, and to increase the fleet size to 1200 scooters.

- 3.8 Lime have committed to increasing their staff presence by employing more mechanics, drivers, and street patrollers, creating at least five new jobs for local residents, and to make £10,000 of hire credits available to people on low incomes or seeking employment.
- 3.9 Lime’s presentation containing user figures and requesting an increase in fleet size is attached as an **exempt Annex** to the report, although this is exempt from publication due to commercial sensitivity. Officers continue to discuss the details of this proposal with Lime and seek delegation to agree the final number.
- 3.10 Tier, our other main e-scooter hire operator, has confirmed that they do not wish to expand their existing fleet size, but would like to continue to offer their service in an extended trial.
- 3.11 Ginger, our third operator, changed their operating model to a long term hire arrangement with a small number (30) of scooters, and are considering their operating future in Milton Keynes at present.

4. Implications of the Decision

Financial	N	Human rights, equalities, diversity	N
Legal	Y	Policies or Council Plan	N
Communication	N	Procurement	N
Energy Efficiency	N	Subsidy	N
Workforce	N	Other	N

(a) Financial Implications

There are no financial implications because of this decision. There is no financial arrangement between the Council and the E-Scooter operators, although there is some social value offered through the existing operating concessions in the form of discounted hires for unemployed and low-income residents.

(b) Legal implications

The council operates the trial via an operational agreement with the operators. This requires (in summary) the operators to:

- Use e-scooters which have the necessary approval from DfT.
- Maintain timely data on operations and supply this to MKCC/DfT.
- Take direction from MKCC to address operational issues and maintain KPI around responding to incidents/reports.
- Operate only on legal routes (eg highway (not footpaths)).
- Operate at agreed lower speeds in sensitive areas.
- Enforce appropriate rider checks and operate enforcement to improve rider behaviour.

The existing concession and the DfT Guidance allow for an extension of the existing arrangements for a further two years, in which period we would expect legislation on e-scooters to be brought forward by Parliament.

Once a legal framework exists, the Council will competitively re-tender the e-scooter concession once the current extension sought to May 2026 expires.

(c) Other Implications

(i) Highways

DfT have issued operator licences which provides the legal framework for e scooter operations. E scooters are classified as a 'motorised' vehicle therefore all vehicles need to be roadworthy, have insurance and have a rider with a driving licence. The necessary checks are undertaken by DfT prior to licences being issued.

(ii) Council Plan

The Council Plan has key priorities for action on Climate Change and Sustainable Mobility with the ambition to become Carbon Neutral by 2030. The scheme is demonstrating reductions in carbon by reducing car borne transport.

(iii) Equalities

The impacts of inconsiderate e-scooter use are the subject of discussions at the E-Scooter Forum, and the impact on those with mobility issues has been specifically highlighted. Consequently, the Council will seek to address these concerns in the revised operational arrangements to be discussed with the scheme operators.

5. Alternatives Considered

5.1 It could be possible to simply end the e-scooter hire scheme across MK from the end of May 2024.

5.2 However, as stated previously, the scheme has been operating successfully for four years and has removed a significant number of car trips from our roads, and it would be a retrograde step to withdraw it now. Many younger people have come to rely on the scheme for their personal mobility and their continued use of e-scooters is essential in maintaining their social and leisure activities, so removing it would be impacting adversely on one particular group of our residents.

- 5.3 While the concerns about e-scooters and the inconsiderate riding and parking of some users are not to be understated, these do not offset the positive impacts of the scheme on the city and its residents.
- 5.4 It could be possible to agree to an extension of the operating period for the e-scooter trial, but to not grant any expansion of e-scooter fleet size. While this would sustain the operation of the existing scheme for a further two years, it would do nothing to address the latent demand for additional scooter trips.
- 5.5 Some of these trips would either be made less sustainably, or not at all, so meeting this demand is much preferable to the alternative means by which these trips could be undertaken, or to prevent them being suppressed altogether.
- 5.6 The do-nothing proposition is effectively that stated above at 3.1, where the Council takes no action and allows the existing trial to end on 31 May 2024. This is not favoured for the reasons set out above.

6. Timetable for Implementation

- 6.1 The timing of this decision will allow for ample time between the decision and the end of the existing trial arrangements on 31 May 2024 for the extension to be agreed and changes to MoUs made.
- 6.2 Prior to the expiry of the extension to the e-scooter hire scheme in May 2026, the Council will move forward with a re-procurement of an e-scooter concession in time for the new Arrangements to be in place for June 2026, so there is no break in provision. However, this will be subject to legislation being advanced by Parliament in the intervening period. If not, a further extension may be necessary.

List of Exempt Annex

Annex Lime Submission for Fleet Increase

List of Background Papers

None

Document is Restricted

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