

Agenda Item No. 4(b)

DERBYSHIRE COUNTY COUNCIL

**MEETING OF CABINET MEMBER – HIGHWAYS, TRANSPORT AND
INFRASTRUCTURE**

22 February 2018

Report of the Strategic Director – Economy, Transport and Environment

LIVING STREETS ‘WALK TO’ PROJECT (2017-2020)

(1) **Purpose of Report** To seek Cabinet Member authorisation to: (i) sign the non-legally binding Memorandum of Understanding (MoU) and (ii) to enter into a subsequent formal contract with the charity, Living Streets, should it be required.

This MoU and subsequent contract will enable Derbyshire County Council (the “Council”) to enter into partnership with Living Streets to utilise its resources, free of charge (FOC), to promote sustainable travel to Derbyshire schools as part of its WOW (Walk Once per Week) Walk to School campaign.

(2) **Information and Analysis** The Council has a statutory duty to promote active and healthy travel through its Sustainable Modes of Travel Strategy (SMoTS).

Published on-line annually, the SMoTS details the Council’s overall vision, objectives and work programme for improving accessibility to schools. The SMoTS programme encourages parents and children to choose more active, healthier and environmentally friendly ways of travelling, as an alternative to driving.

Living Streets is the UK charity for everyday walking and the people behind the WOW Walk to School campaign. WOW is a Living Streets incentive scheme whereby pupils record how they get to school on the WOW Travel Tracker (interactive, anonymised data recording system) and those who walk a least once per week for a month are rewarded with a themed badge.

Following a successful application to the Department for Transport’s (DfT) Access Fund, Living Streets’ ‘Walk To’ project is now delivering WOW to schools, in partnership with a number of selected local authorities.

This MoU, detailed throughout this report, describes the working relationships between Living Streets and Derbyshire County Council in order to provide

Walk to School resources and support, funded by the Department for Transport.

It sets out the roles and responsibilities of both parties, required to support the delivery of the WOW project, with the aim of increasing the number of children walking all or part of the way to school.

Living Streets is now looking to expand this partnership, by offering to provide the Council with FOC resources to deliver WOW in selected primary schools (exact numbers to be agreed), with a focus on increasing walking for all or part of the journey to school.

As part of this partnership, Living Streets will undertake to:

- agree a primary school recruitment plan with the Council before approaching schools;
- deliver WOW resources on a termly basis directly to participating primary schools;
- provide phone and e-mail support to those schools involved, whilst they continue to receive funded WOW resources, including termly resource orders and use of Travel Tracker;
- lead on monitoring and evaluation of the project in line with the objectives set out in the Walk To funding proposal and the requirements of the funder;
- ensure communication with the Council for the duration of the project. At its most basic this should ensure information sharing and evaluation participation and acknowledgement and facilitation of partnership working;
- provide regular project updates to the Council; and
- produce and implement an exit strategy for the project.

As part of the partnership, the Council will undertake to:

- assist in communication with participating schools;
- provide Living Streets with a target list of schools for WOW recruitment, including key contacts;
- agree to share travel data from previous surveys. The Council will work collaboratively with Living Streets when collecting travel data and carrying out surveys;
- promote the project at both Officer and Councillor level within the Council, ensuring that understanding and support for the project is achieved; and
- support monitoring and evaluation of the programme, provide feedback on the project and, where required, encourage feedback from other stakeholders in the Council to ensure that the project is on track to

achieve its target outcomes, ensuring that Living Streets is meeting the Council's needs.

As detailed earlier in this report, this initiative will not only contribute to the ongoing development of the Council's SMoTS it will also have a direct, positive impact on the School Travel Plans of those individual schools which are in line to benefit from this partnership.

(3) **Financial Considerations** There are no financial considerations for the Council, as the project is entirely funded by The Department for Transport (DfT) until March 2020.

To ensure ongoing financial sustainability, Living Streets will work with schools to help secure alternative funding to allow them to engage with WOW in the long term.

(4) **Legal Considerations** The Director of Legal Services will advise in relation to the MoU and subsequent contract in relation to the project.

(5) **Human Resources Considerations** As part of the initiative, the Council is asked to nominate a key staff member* who will be the primary point-of-contact for the duration of the project.

(*This will be the existing Senior Transport Officer within the Sustainable Travel Team with responsibility for sustainable travel to school.)

(6) **Equality and Diversity, Environmental, Health and Transport Considerations** The Council will be working in partnership with an organisation that believes in both diversity and equal opportunities, is totally inclusive and whose policy is to ensure that no supporter, service user, employee, volunteer, trustee or job applicant receives less favourable treatment on the grounds of ethnicity, faith/religion, age, gender, gender identity, marital/civil partnership status, sexual orientation, disability, maternity or pregnancy, or that they are disadvantaged by conditions or requirements that cannot be shown as justifiable.

(7) **Social Value Considerations** Social, environmental and economic considerations are all applicable as the project will help deliver reduced congestion in and around the school environment leading to better air quality and improved health of children and parents. Reduced congestion and improved health provide for positive economic impacts for individuals and businesses.

Other Considerations

In preparing this report the relevance of the following factors has been considered: prevention of crime and disorder and property considerations.

(8) **Key Decision** No.

(9) **Call-in** Is it required that call-in be waived in respect of the decisions proposed in the report? No.

(10) **Background Papers** Held on file within the Economy, Transport and Environment Department. Officer contact details – Rob Bounds, extension 38056.

(11) **OFFICER'S RECOMMENDATIONS** That the Cabinet Member:

11.1 Notes the content of this report and welcomes the benefits of working with Living Streets to support active travel to school.

11.2 Authorises the signing of the non-legally binding Memorandum of Understanding and subsequent contract, should it be required.

Mike Ashworth
Strategic Director – Economy, Transport and Environment



APPENDIX 1

MEMORANDUM OF UNDERSTANDING

BETWEEN
LIVING STREETS
AND
DERBYSHIRE COUNTY COUNCIL
FOR
Walk To 2017/20 project in
DERBYSHIRE

4th Floor, Universal House
88-94 Wentworth Street, London E1 7SA
020 7347 4900 info@livingstreets.org.uk livingstreets.org.uk

Living Streets (The Pedestrians' Association) is a Registered Charity No. 1108448 (England and Wales) and SC039808 (Scotland)
Company Limited by Guarantee (England and Wales), Company Registration No. 5368409. Registered office 4th Floor, Universal House, 88-94 Wentworth Street, E1 7SA

**Memorandum of Understanding between
Living Streets and DERBYSHIRE COUNTY COUNCIL
concerning
the Walk To project 2017/20,
funded by Department for Transport**

Date: [to be dated when signed by both parties]

PARTIES

This agreement is made between:

- a) Living Streets: Registered charity No: 1108448 – Living Streets (The Pedestrians Association), Company Limited by Guarantee (England & Wales), Company Registration No. 05368409 4th Floor, Universal House, 88-94 Wentworth Street, London. E1 7SA

and

- b) Derbyshire County Council
County Hall
Matlock
Derbyshire
DE4 3AG

1 PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING (the “Project”)

This Memorandum of Understanding (“**MoU**”) describes the working relationships between Living Streets and Derbyshire County Council (individually, a “**Party**”, together, the “**Parties**”) in order to provide Walk to School resources and support, funded by the Department for Transport (DfT), subject to the agreement and signing by the Parties of a detailed legally binding agreement (the “**Formal Agreement**”).

This MoU (which has no legal effect between the parties, except where specifically stated in this MoU) sets out the roles and responsibilities of the Parties required to support the delivery of the Walk To project, with the aim of increasing the number of children walking all or part of the way to school.

This MoU establishes relationships based on cooperation, communication and common sense, making the best use of shared resources for the benefit of the project.

2 BACKGROUND

Living Streets is the UK charity for everyday walking and the people behind the Walk to School campaign. In partnership with ten local authorities across England, led by Blackpool Borough Council, Living Streets will deliver the Walk To project between April 2017 and March 2020.

The Project will focus on increasing walking rates with schools, workplaces and in target locations, in order to tackle congestion and improve access to education and employment. Through delivering a range of interventions, the project will deliver a sustained increase in walking in 1,098 primary schools, with over 62 million new walking trips (including parents/guardians and children) and a total reduction of 34 million car kilometres (km).

The Project is being delivered through a grant from DfT as part of their Access Fund, and will build on the success of the previous Department for Transport funded Sustainable Travel Transition Year (STTY) *Walk To* (2016/17), Local Sustainable Travel Fund (LSTF) *Walk To* (2015/16) and *Walk To School Outreach* (2012/15) projects.

The Project will also deliver WOW (Walk Once per Week) in selected local authorities that are not included within the Walk To (2017/20) consortium.

Through this approach, Living Streets will provide Derbyshire County Council with resources to deliver WOW in selected primary schools (exact numbers to be agreed), with a focus on increasing walking for all or part of the journey to school, and working with these schools to help secure alternative funding to engage with WOW sustainably in the long term.

3 A COLLABORATIVE APPROACH

The Parties will act in good faith in relation to all matters arising under this MoU and will do what is reasonably within their power to give effect to the spirit and intent of the MoU.

4 PROJECT LIFE AND FUNDING

The DfT will provide funding for the Project from April 2017 to March 2020.

5 MONITORING AND EVALUATION

Monitoring and evaluating the Project is essential for everyone in the partnership to demonstrate its effectiveness and impact and to learn from and share best practice.

Derbyshire County Council will participate fully in monitoring and evaluation activities which may include, but are not limited to, the following:

- Contributing to and assisting with qualitative evaluation, for example interviews and focus groups with key members of staff;
- Contributing to case studies on relevant outcomes;
- Allowing hands up mode-of-travel surveys to take place at participating schools (subject to school head agreements) OR providing acceptable alternative data; and
- Taking part in any externally-conducted evaluation appointed by Living Streets in support of the scheme.

6 RESPONSIBILITIES OF THE PARTIES

Living Streets will:

1. Agree a primary school recruitment plan with Derbyshire County Council before approaching schools.
2. Deliver WOW resources on a termly basis directly to participating primary schools.
3. Provide phone and e-mail support whilst they continue to receive funded WOW resources in relation to running WOW in their school, including termly resource orders and use of Travel Tracker (or as an alternative, wall charts).
4. Support schools in securing alternative sources of funding in order to continue participating in WOW in the longer term in a sustainable way that is not dependent on continued project funding.
5. Lead on monitoring and evaluation of the project, in line with the objectives set out in the Walk To funding proposal and the requirements of the funder.
6. Ensure communication with Derbyshire County Council for the duration of the Project. At its most basic this should ensure information sharing and evaluation participation, and acknowledgement and facilitation of partnership working.
7. Provide regular Project updates to Derbyshire County Council.
8. Produce and implement an exit strategy for the Project.

Derbyshire County Council will:

1. Nominate a key staff member who will be the primary point-of-contact for the duration of the Project. Should the staff member leave during the course of the Project, a replacement will be identified.
2. Assist in communication with participating schools, for example updating on key contacts.
3. Provide Living Streets with a target list of schools for WOW recruitment, including key contacts.
4. Agree to share travel data from previous surveys. Derbyshire County Council will work collaboratively with Living Streets when collecting travel data and carrying out surveys.
5. Promote the Project at both Officer and Councillor level within Derbyshire County Council, ensuring that understanding and support for the Project is achieved.
6. Support monitoring and evaluation of the programme. Provide feedback on the Project, where required, and encourage feedback from other stakeholders in Derbyshire County Council to ensure that the project is on track to achieve its target outcomes and that Living Streets is meeting Derbyshire County Council's needs.

Both Parties:

Equality and Diversity

1. Living Streets takes pride in being a diverse organisation, enriched by the participation of all individuals and communities. It is recognised that prejudice and discrimination continues to result in unfair treatment for many people. Diversity matters and we value it and everyone at Living Streets ensures they value and see the benefits of being part of an inclusive organisation.
2. Living Streets is an equal opportunities employer. Our policy is to ensure that no supporter, service user, employee, volunteer, trustee or job applicant receives less favourable treatment on the grounds of ethnicity, faith/religion, age, gender, gender identity, marital/civil partnership status, sexual orientation, disability, maternity or pregnancy, or that they are disadvantaged by conditions or requirements that cannot be shown as justifiable.
3. Living Streets aims to work with organisations which also value diversity and understand the benefits of being inclusive. This includes making reasonable adjustments where necessary, especially with regards to accessibility, to ensure full participation in day-to-day work.
4. Living Streets will not work with any organisations which offer less than favourable treatment to individuals based on the grounds of ethnicity, faith/religion, age, gender, gender identity, marital/civil partnership status, sexual orientation, disability, maternity or pregnancy, or that disadvantage individuals by conditions or requirements that cannot be shown as justifiable.

7 DISPUTES

1. In the event that a Formal Agreement is entered into, the Parties will seek to resolve any dispute or disagreement amicably. Where it is felt appropriate, an agreed independent third party mediator will be invited to assist in resolving differences that may affect the Project delivery and outcomes.
2. If it is still not possible to resolve the matter within a reasonable period (of not less than 14 days), either Party may refer the matter to mediation under the CEDR mediation rules.

8 TIME LIMITS

1. The Parties agree to negotiate in good faith with a view to executing the Formal Agreement within [three months of the date of this MoU].
2. Either Party may at any time by notice to the other, in writing, which includes email, terminate negotiations for the Project and entry into the Formal Agreement, without having to give any reasons for doing so, or incurring any liability to any other Party.

9 **COSTS**

1. This paragraph is legally binding.
2. Each Party shall pay its own costs incurred in connection with the proposed Project, whether or not it proceeds (including without limitation the preparation and negotiation of this MoU, the Formal Agreement and any documents contemplated by it).

10 **THIRD PARTY RIGHTS**

1. This paragraph is legally binding.
2. No one other than a Party to this MoU shall have any right to enforce any of its terms.

11 **GOVERNING LAW**

1. This paragraph is legally binding.
2. This MoU, and the negotiations between the Parties in connection with the proposed Project and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England.

12 **JURISDICTION**

1. This paragraph is legally binding.
2. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this MoU or its subject matter or formation.

13 **CONFIDENTIALITY**

1. This paragraph is legally binding.
2. Each Party undertakes that it shall not, for a period of three years after the date of this MoU, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by paragraph 13.3.
3. Each Party may disclose the other Party's confidential information:
 - (a) to its employees, officers, representatives or advisers who need to know such information for the evaluation of the Purpose and the negotiation of the Formal Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this paragraph 13; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
4. No Party shall use the other Party's confidential information for any purpose other than the evaluation of the Purpose and the negotiation of the Formal Agreement.

Signed.....

Position.....

Printed Name.....

Date.....

For Living Streets

Signed.....

Position

Printed Name

Date

For and on behalf of Derbyshire County Council.