

Report to the Council

Committee: Cabinet

Date: 27 September 2012

Subject: Call-In and Urgency - Data Co-operation Agreement

Portfolio Holder: Councillor Anne Grigg (Planning Portfolio)

Recommending:

To note that the Chairman of the Council agreed that the decision of the Planning Portfolio Holder, to waive Contract Standing Orders C27 (1) (assignments) to allow the requirement in the Data Co-operation Agreement (DCA) whereby GeoPlace may assign any of the benefits of the Agreement or transfer any of its burdens of the Agreement with the prior written consent of the Authority Contacts Executive, should be treated as a matter of urgency and should not be subject to call-in

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1. The Data Co-operation Agreement (DCA) places a number of responsibilities and standards on Local Authorities to ensure the submission of high quality address and street information to the GeoPlace National Address and Street Database. The DCA is contractually linked to the Public Service Mapping Agreement (PSMA) signed by the Council in April 2011.
 2. The PSMA provides Epping Forest District Council with a range of benefits such as geospatial datasets principally Ordnance Survey mapping free of charge. Prior to 1st April 2011 the Budget for Ordnance Survey Mapping was £17 000 per annum.
 3. The DCA regulates the provision of address and street information from Epping Forest District Council to Geoplace, a government created LLP formed by the government to ensure consistent addressing. GeoPlace in turn provide this information to public organisations as part of a service provided onto the National Address Gazetteer (NAG) such as Fire, Ambulance and Police services.
 4. The DCA requires Epping Forest District Council to;
 - (a) To identify and nominate an authority officer to sign the DCA - Acting Chief Executive.
 - (b) The Authority Principal Contact (APC) - Peter Millward Business Manager, Planning and Economic Development.
 - (c) The Authority Address Custodian (AAC) – Carolyn Bintley, currently the Local Land and Property Gazetteer Custodian.

(d) The ASC - Authority Street Custodian - Sarah-Jane Sharpe LSG Co-ordinator Essex Highways.

(e) To submit an Update Schedule for street and address data and deliver on the Update Schedule.

5. The Council is currently Below National Standard in five out of seven performance indicators. Failure to deliver may result in GeoPlace declaring the Local Authority a Non Contributing Authority in terms of Address Updates Quality Criteria, Maintenance and Update Schedule as set out in Schedule Three of the Data Co-operation Agreement. In addition GeoPlace has the right in terms of this agreement to invoke Emergency Measures to fulfil an Essential Support Plan within such timescales and costs as are reasonable.

5. Clause 4.4 of the Public Service Mapping Agreement contractually requires the Council to sign the Data Co-operation Agreement with the potential withdrawal of free mapping services from Ordnance Survey if it does not comply.

6. The Chairman of the Council agreed, in accordance with Rule 21 of the Overview and Scrutiny Procedure Rules, that the decision of the Portfolio Holder was reasonable in the circumstances, should be treated as a matter of urgency and should not be subject to call-in as any delay likely to be caused by the call-in process would have seriously prejudiced the Council's and the public interest.