

## RECORD OF EXECUTIVE DECISION

Monday, 14 March 2022

**Decision No:** (CAB 21/22 33440)

DECISION-MAKER:	CABINET
PORTFOLIO AREA:	Cabinet Member for Growth
SUBJECT:	Electric Vehicle Charge Point Concession Contract
AUTHOR:	Pete Boustred

### THE DECISION

(i) To give approval to proceed with an openly advertised procurement process to seek a supplier to develop, deliver and operate a network of public electric vehicle charging points on Southampton City Council's land holdings including car parks, public highways, and housing land. The final procured arrangement will be operated as a Concession Contract, whereby a single supplier will be appointed to operate the EV charging scheme at no cost to the Council.

(ii) To require the Procurement Specification, Tender Pack and Concession Contract takes all reasonable steps to:

- Limit the liability to SCC;
- Optimise the development and growth of the public EVCP on SCC's property and in the city;
- Ensure the EVCP network provided is fit for purpose;
- Ensure there are appropriate opportunities for delivering EVCP in locations that support the transition to EVs for all of the city's communities, including those locations that might otherwise be commercially less attractive;
- Include mechanisms for income-sharing between the supplier and SCC and, subject to the parameters of the concession relationship.

(iii) To delegate authority to the Interim Executive Director for Business & City Services (or successor post of equivalent seniority) to stop the pre-procurement process and review options, following consultation with the Leader and Cabinet Member for Customer Service & Transformation, if a Concession Contract is no longer considered to be a practical solution for attracting investment in public EVCP on SCC property.

### REASONS FOR THE DECISION

1. An EV charging infrastructure capable of accommodating the future needs of our city will be reliant upon the timely installation and effective operation of facilities in SCC car parks and on public highway and housing land.
2. A specialist EVCP operator has the potential to bring the level of market expertise and investment required to develop a public EV charging network

across SCC's property that is fit for purpose.

3. A Concession Contract is the most appropriate mechanism for providing a third party with the opportunity to invest and operate public EVCP's on SCC property. In the interest of clarity, a concession is not an outsourcing contract nor privatisation.
4. A Concession Contract offers the opportunity for SCC to realise a share of any income generated.
5. A 'pay as you go' EV charging network can generate income and external investment to drive its expansion.

#### **DETAILS OF ANY ALTERNATIVE OPTIONS**

Maintain the existing "owner-operator" model. This will require significant capital investment in EVCP hardware and systems. This in turn will need to be supported by proportionate revenue expenditure to ensure SCC has the expertise available to design and maintain the network. SCC would be undertaking this in a highly competitive environment experiencing rapid technical developments.

As an alternative delivery model, a partnership-based agreement via the appropriate procedure under the Procurement Contract Regulations 2015 would define shared responsibilities between SCC and the supplier/suppliers which can typically include financial contributions, income, and exposure to risk by both parties. A standard concession contract would afford SCC protection from needing to find capital for upfront investment and risk exposure.

#### **OTHER RELEVANT MATTERS CONCERNING THE DECISION**

None.

#### **CONFLICTS OF INTEREST**

None.

**CONFIRMED AS A TRUE RECORD**

We certify that the decision this document records was made in accordance with the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 and is a true and accurate record of that decision.

Date: 14<sup>th</sup> March, 2022

Decision Maker:  
The Cabinet

Proper Officer:  
Judy Cordell

**SCRUTINY**

Note: This decision will come in to force at the expiry of 5 working days from the date of publication subject to any review under the Council's Scrutiny "Call-In" provisions.

Call-In Period expires on

Date of Call-in *(if applicable) (this suspends implementation)*

Call-in Procedure completed *(if applicable)*

Call-in heard by *(if applicable)*

Results of Call-in *(if applicable)*