

**EPPING FOREST DISTRICT COUNCIL
NOTES OF A MEETING OF TOWN CENTRE AND CAR PARKS TASK AND FINISH
SCRUTINY PANEL
HELD ON TUESDAY, 17 OCTOBER 2006
IN COMMITTEE ROOM 1, CIVIC OFFICES, EPPING
AT 7.30 - 8.30 PM**

Members Present:	M Colling (Chairman), , K Angold-Stephens, Mrs P Brooks, P Gode, P McMillan and K Wright
Other members present:	A Green and Mrs J Lea
Apologies for Absence:	Mrs R Gadsby and J Demetriou
Officers Present	J Gilbert (Head of Environmental Services), P Blamey (Parking Manager) and Z Folley (Democratic Services Assistant)
Also in attendance:	L Witham (Parking Associates Ltd) and G Morgan (Parking Associates Ltd)

6. DECLARATIONS OF INTEREST

No declaration of interest were reported pursuant to the Council's Code of Conduct.

7. NOTES OF THE LAST MEETING - 2 OCTOBER 2006

Noted.

8. TERMS OF REFERENCE/WORK PROGRAMME

Noted.

Noted that the consultants for the parking enforcement contract had agreed to attend the next meeting of the Panel on 7 November 2006. The final report of the Panel on this would be submitted to the December 2006 OSC.

9. DEVELOPMENT OF THE NEW PARKING ENFORCEMENT CONTRACT - CONSULTANTS STAGE ONE REPORT

The Chairman welcomed to the meeting Lyn Witham, and Gareth Morgan (Parking Associates Limited) and also Paul Blakely, (Parking Manager EFDC Environmental Services).

Ms Witham, reported that, a while ago, EFDC asked Parking Associates Ltd to put together a report on its Parking Enforcement services. She advised that the aim of the report was to consider the options for letting a new contract for the service bearing in mind EFDC's existing contract with Vinci Park was due to expire in October 2007. She advised that the report covered the existing services offered and required decisions to be made on the form of the new contract and the provisions it should contain.

In presenting the report, she reported some background to decimalised parking enforcement in Epping and options regarding the form of the new contract. She stressed the need to ensure that the agreement offered a partnership between the Council and the service provider.

(a) Form of Contract

She advised that the British Parking Associates (BPA) had introduced a new form of contract using open book accounting. The contract was designed to ensure greater accountability and transparency and deal with the provisions of the Traffic Management Act and the problems attached to traditional style contracts over investment and service quality.

It was reported that under this contract, the service provider would be required to submit six Key Performance Indicators (KPI) each month. A percentage of their total monthly payment would be paid only on achievement of the targets. It was clarified that there were safeguards to ensure that all contractual requirements were met.

It was noted that the new contract would commence when the existing contract expired and would be let on the same basis with a contract term of five years.

Ms Witham reported the approximate annual costs and the services covered by the current contract and raised the possibility that the Council might be able to achieve cost savings on this price. The Panel noted that one option was to renew current arrangements. The Panel asked the consultants to project the cost of the contract under this option. It was envisaged that this figure could be used as a benchmark against which bids could be measured. The consultants undertook to provide this information.

It was clarified that the Council determined policy on ticket issuing. The Council could suggest to the contractor that this be made the subject of a KPI. A provision on this could be added to the contract at a later stage.

RECOMMENDED:

That the British Parking Associates contract be used for the new agreement

In making this decision, it was noted that this option complied with government guidance which emphasised the need for fairness and would enable the Council to liaise with the contractor over the requirements of the new act. The Panel stressed that the provision for regular review should be included in the contract and the provision on contract termination.

(b) Procurement Strategy

In terms of the procurement strategy, the aim was to achieve the best quality service at a competitive price. It was recommended that a 60% score for quality and 40% score for price would best achieve this balance. At present there were four major service providers on the market including Vinci Park. It was likely that they all would submit a bid for the work however bids might also be submitted by some of the other smaller service providers given the nature of the service required. It was the intention to ask tenderers to submit their own proposals for adding value to the service.

RECOMMENDED:

That the contract be awarded on the basis of 60% quality and 40% price

In reaching this decision, it was felt that the contract should major on quality but also be price competitive. It was felt that this split should facilitate the achievement of the KPIs in the new contract.

(c) Line and Signs

It was suggested that the service provider provide a costing to carry out small remedial works to ensure that work was completed quickly. The Panel noted the cost implications of this proposal and recommended that an approach be made to Essex County Council to ascertain whether not they would be prepared to fund this service.

RECOMMENDED:

That an approach be made to Essex County Council to discuss whether they would be prepared to fund a remedial service for the rectification of lines and sigh faults and the extent of this service.

(d) Parking Shops

It was noted that within the existing contract there was provision for a Parking shop where customers could attend for enquiries, payments and obtain permits. The shop was situated in two portakabins in Loughton. This also housed the client side of the operation and acted as a parking attendant base. The Panel noted the problems attached to the present arrangements.

The Panel stressed the need for the identification of a suitable alternative Council owned venue which would offer better facilities for the customer, parking attendants and the client side. The Panel suggested that a unit on the Broadway, Loughton or the Langston Road Industrial Estate could be used to house the facility. The Panel noted that there were a number of advantages to the client side being situated in the same accommodation.

It was suggested that the services provided by the shop be made available at Town Halls to ensure they could be accessed by all customers. Attention was drawn to the possible Audit and ICT implications of this. Due to these issues there was a need to locate the services in one central location. It was noted that the premises would need to include accommodate for vehicles in view of the concerns raised by Town Councils about the frequency of the visits paid to rural areas by parking attendants.

The shop was visited by about 8-10 customers a day and had two members of staff.

RECOMMENDED:

That the contract include provision for a Parking Shop to include accommodation for the Parking Side of the operation.

For information, the Panel asked the consultants to estimate the cost of the contract with/without the shop and on the basis that it was housed in a Council owned premises.

(e) Correspondence and Challenges

The Panel noted current policy for dealing with correspondence and challenges. Under existing policy, the service provider dealt with initial challenges and then referred them to the Council for detailed consideration. Government however had stressed that the service constituted a quasi judicial function and required the exercise of discretion. It therefore recommended that for consistency, the process should be brought back in house so that cases could be dealt with by the same officer. This proposals would require the appointment of one additional post in the service.

RECOMMENDED:

That the process for responding to challenges be transferred to the client side when the existing contract expires and that an additional client side post be created.

(f) Car Parks

It was reported that a number of 'optional items' could be included in the contract. In relation to enforcement action, this could include measures to deal with persistent evaders. It was clarified that usually such cases could not be dealt with through the courts as they often involved non registered vehicles. The Panel noted details of a technique aimed at dealing with anti – social behaviour in car parks. In relation to anti-social behaviour in car parks, the Panel noted that CCTV and lighting were being installed in two car parks. An evaluation of the effectiveness of these measures would be needed to see whether they were solving the problems and to identify whether any further steps were needed.

(g) Street Scene

It was noted that Members were currently undertaking a scrutiny review on uniformed wardens and whether their remit should be widened to cover the measures for dealing with environmental crime in the Clean Neighbourhoods and Environment Act 2005 including Fixed Penalty Notices. A Member asked whether such action had been put in practice elsewhere? In reply Ms Witham refereed to the scheme operated in Manchester. She stated that the Local Authority had taken a lead role in street scene issues. Their Parking Attendants formed part of the 'red team' which enforced environmental legislation. The Authority had considered whether they should be give the power to issues Fixed Penalty Notices for litter. However, they had taken the view that the step would be difficult to implement. Legally they were not able to do so. It was cautioned that Parking Attendants were not trained to implement the other provisions in the act. The attendants in Manchester did however report back enforcement issues to a centre with police presence. The Panel suggested that the appearance of wardens should be 'soften down' to make them more customer friendly.

(h) Vehicle removal

In relation to the Essex Decriminalised Parking Scheme, the Head of Environmental Services reported there was currently no provision for the removal of cars from the roadside in the scheme as Essex County Council had decided not to adopt such powers. As a result, no Authorities within the County were able carry out such action.

(i) IT system

In relation to the IT system, Ms Witham reported that her company had up to date knowledge of all the available systems. It was intended that they would test them out to access their suitability and identify how they differed. The tenderers would be required to submit tender documentation on their IT system. It was also the intention to ask the tenderers to bid with two IT systems to ensure that there was a choice between systems. Reference was made to the system currently used. The new contract might lead to a change of system however it was envisaged that this possibility would not present any problems.

(j) The Traffic Management Act 2004 and Statutory Guidance.

The Panel noted a summary of the Act. The act gave traffic wardens a series of new powers covering crime and disorder. They would also take on the role of civic ambassador. The contract would need to be flexible to accommodate the requirements of the Act. It was noted that there were no provisions in the Act on pavement parking. Ms Witham reported that her company had submitted a representation to the BPA over this recommending that the matter should be included in the legislation.

Reference was made to policy on yellow lines on street parking. These were being strictly enforced for traffic safety purposes.

(k) Consultation

The Head of Environmental Services reported that correspondence had been sent to all Members of the Council, the Town Centre Partnerships and Local Councils to ascertain their view on parking enforcement. The deadline for which was 28 October 2006. It was anticipated that the results of the consultation would be incorporated within the second stage report of the consultants to be considered by the Panel on 7 November 2006 and then by the Cabinet in December 2006. So far three responses had been received from the local interests.

(l) Framework contract

The Head of Environmental Services suggested that the contract be developed as a framework contract for use by Local Authorities elsewhere.

10. REPORTS TO BE MADE TO NEXT OVERVIEW AND SCRUTINY COMMITTEE - 9 NOVEMBER 2006

There were no reports.

11. DATE OF NEXT MEETING

Noted that the next meeting would take place on 7 November 2006 at 7.00 in CR1.