

LONDON BOROUGH OF BRENT

**FORWARD PLAN SELECT COMMITTEE – 31<sup>ST</sup> AUGUST, 2004**

REPORT NO : /02 FROM THE DIRECTOR OF ENVIRONMENT

FOR ACTION

NAME OF WARD: ALL

<b>Report Title :</b> RETENDERING OF THE PARKING CONTRACTS
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## **1.0 BACKGROUND**

- 1.1 This Report provides supplementary information to that reported to the Executive at its meeting on 12<sup>th</sup> July, 2004.
- 1.2 The contracts due for re-tendering provide the following services:
- Contract A: On and off street enforcement of the Borough's parking regulations, the provision of parking shops, and the issue of parking permits.
- Contract B: Notice processing for Penalty Charge Notices (PCNs), handling initial enquiries from motorists in receipt of PCNs, and the provision of I.T. Support for the principal computer system used by the Borough.
- 1.3 The contracts expire on 3<sup>rd</sup> July, 2005. Currently the services described above under Contract A are provided by Vinci Park UK, whilst the services described under Contract B are provided by Vertex Ltd.
- 1.4 It is proposed to offer prospective tenderers the opportunity to tender for one or both contracts, allowing the Council to consider the proposals offered and select those that provide the best deal for the Council. Thus, the contract(s) may be awarded to one single supplier, or to two separate suppliers, as present.
- 1.5 IT IS IMPORTANT to understand that these contracts are **not** concerned with setting parking enforcement policy or PCN cancellation policy.
- 1.6 Determining parking policy and the PCN cancellation policy will remain a matter for the Council. The services described as Contracts A and B above are simply the vehicle that delivers the agreed Council policies, and the contract documents will be flexible enough to allow, for example, the approach to enforcement to be changed (by Contract Variation) if the Council wishes this to happen.

## **2.0 RESPONSES TO PARTICULAR QUESTIONS ALREADY RAISED**

- 2.1 A number of question have been raised already, and the following information seeks to respond to these:

## Questions concerning Member Consultation

### 2.1.1 What account has been taken of the Scrutiny Task Group that considered enforcement issues?

#### Response

The Scrutiny Committee Roads / Use of Road Space Task Group Report made a number of recommendations under the report heading "Controlled Parking Zones: Enforcement".

These are dealt in turn below:

#### **A. That the Council should draw up a structured policy on exercising its discretion to cancelling PCNs.**

#### **Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that the policy already in existence is capable of being altered by officers. However, this decision falls outside the scope of the contracts being re-tendered. In other words, the contractor(s) will NOT determine cancellation policy. A Parking Forum is being organised to allow discussion and contributions on the wider parking issues.

#### **B. The Council should consider, in addition to a policy for all PCNs issued to drivers with extenuating circumstances, exercising its discretion to cancel parking tickets according to the following test:**

**Any individual who has been given a parking ticket should be able to apply to have a parking ticket cancelled if:**

- He/she can show that they possessed a valid parking permit for the zone in which the vehicle was parked;

**AND either:**

- At the time of parking the vehicle, he/she had a legitimate reason for not being able to display the permit; OR
- He/she parked the vehicle in a pay and display area not reserved for resident permit holders; OR
- He/she was using a different vehicle to the one covered by the permit because the vehicle for which the permit was issued was out of use.

#### **Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that cancellation policy falls outside of the scope of the contracts being re-tendered, and should be discussed / addressed separately.

### 2.1.2 Can a Member seminar be organised so that Members can input ideas?

#### **Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that a Parking Forum is being organised to allow discussion and contributions on the wider parking issues.

## **Contract Issues**

### **2.1.3 Has an in-house operation been considered?**

#### **Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that consideration has been given to this possibility, but that there is no desire to bring any of the contracted services in-house, partly because there are no compelling financial or operational reasons to do so, and partly because there is sufficient and well-developed expertise in the private sector.

Further considerations include the fact that enforcement contractors experience high levels of staff turnover (with high resultant recruitment and training costs), and the risk is better managed by larger private sector organisations than individual local authorities.

In the new enforcement contract, Officers will ensure that Council input to enforcement staff induction and training is strengthened; and that regular refreshers for all contractors' staff are built into the contract, to allow the Council an opportunity to influence staff productivity and behaviour.

On the notice processing and I.T. support aspects, there is well-developed expertise in providing I.T. based solutions that work well elsewhere in local government, and officers believe that the case for bringing these services in-house is not strong.

### **2.1.4 Ability of contractor to expand service to meet increase in zones?**

#### **Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that this will be achieved through Contract Variation, as has happened in recent years.

### **2.1.5 Wembley event day zones – what is expected?**

#### **Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that the contract documentation will set out the likely impact on parking enforcement of the new Wembley National Stadium with approximately 40 major events per annum, plus those held at Wembley Arena and Wembley Conference Centre.

It may be necessary to specify that the successful enforcement contractor brings in enforcement staff from outside of the Borough, in order to establish the required level of enforcement presence. This could, however, restrict competition to existing established contractors.

### **2.1.6 Will contract specify competence standards for wardens – e.g. will wardens be expected to have a NVQ?**

#### **Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that initially, competence standards will be through the existing requirement of TfL for Parking Attendants (PA) to be formally accredited, as at present.

If NVQs become established for the PA role, then a sufficient pool of qualified staff may be established, and allow us to insist on the qualification for PA recruits.

At present, however, we will continue to expect that PA's are accredited and that the Council will be properly involved in induction and training.

**2.1.7 Will link with new Brent Warden Service be specified – parking contractor should be in position to record information on dumped / untaxed cars etc?**

**Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that whilst we will expect our PA's to be the "eyes and ears" for other non-parking enforcement problems, this will be difficult to police, and we must be careful not to distract them from their principal role of parking enforcement.

**2.1.8 Has opportunity to link parking shops with One Stop Shops (OSS) been considered?**

**Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that this has been considered and a meeting has taken place with OSS management. The principal hurdle seem to be that the OSS service has been actively reducing its payment handling role, which of course, is something that would be essential for local parking shop functions. Discussions are continuing at senior level.

**2.1.9 Will the contractor be expected to operate from / provide more suitable premises than those used at present? Chamberlayne Road – very small / not DDA compliant / Pyramid House – out of the way?**

**Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that the Chamberlayne Road premises are accepted as being unsuitable in a number of respects, and that Pyramid House is in a fairly remote location.

The expectations that we place on our contractor in the new contract(s) has yet to be determined. A further complication is that whilst the current (and recently renewed) lease on Pyramid House expires in early 2007. our new parking contract(s) will run until at least 2010, and potentially until 2012.

An alternative option may be to require the new contractor(s) to provide their own local premises, but it must be understood that this would carry with it a significant cost within the tender price.

An early resolution is being sought.

**2.1.10 Will Brent seek 24 hour cover – at present service closed between 22.00hrs and 06.00hrs?**

**Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that at present there is little perceived demand for 24 hour enforcement.

This can be specified in the new contract(s) and it will, of course, influence the contract costs.

**2.1.11 Double yellow line / pavement parking after 18.30hrs and at weekends – how can enforcement be improved outside CPZ operating hours or when no CPZ is in operation?**

**Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that this is principally a policy matter and outside of the scope of these contracts.

As stated, the contract documentation will seek to ensure that the enforcement contract is flexible enough to accommodate enforcement needs outside of “normal” enforcement hours.

**2.1.12 Ability of contractor to respond to need for an area wide parking blitz?**

**Account taken of this recommendation in re-tendering the Parking Contracts?**

Officers respond that it may be necessary to specify that the successful enforcement contractor brings in enforcement staff from outside of the Borough, in order to establish the required level of enforcement presence.

This may well, however, pull enforcement resources away from other areas resulting in complaints about lack of enforcement.

**Councillor Lesley Jones  
Lead Member for the Environment**

**Richard Saunders  
Director of Environment**

**Keith Balmer  
Director of StreetCare**