

Specification

Framework for Environmental Enforcement Services

Peterborough City Council and Fenland District Council

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Section 1

Environmental enforcement service - overview

Tackling environmental crime, including associated anti social behaviour are key strategic objectives for both Peterborough City Council and Fenland District Council (“the Councils”), who are currently jointly tendering for this work.

On this basis, Peterborough City Council and Fenland District Council shall select a single supplier to enter a framework to provide Environmental Enforcement Services to local authorities within Cambridgeshire who may access the framework, including Peterborough City Council and Fenland District Council. Customers may access Environmental Enforcement Services via the framework in accordance with the procedure for ordering Services under this Framework Agreement.

The Councils have utilised fixed penalty notice provisions for a number of years to tackle environmental crime and more recently, wider associated community issues.

Since June 2017 a joint pilot scheme has been in place working with a local authority private sector partner to tackle both littering and breaches of locally declared public space protection orders.

Over a 10 month period almost 10,000 fixed penalty notices (FPN’s) have been issued (1800 in Fenland, 8000 in Peterborough).

The FPN’s have been issued for the following offence types; littering, dog fouling, spitting, breach of public space protection orders for street drinking and cycling. Each Council has its own local priorities.

The pilots have delivered a cost neutral service for both Councils.

The Councils are seeking an experienced private sector partner to tackle environmental crime and associated anti social behaviour. The list of legislation and powers are to be flexible in order to respond to, and address, local priorities for each Council.

It is anticipated that in the delivery of any future contracted service Government TUPE Regulations will apply.

Term of framework agreement

A single supplier framework shall provide environmental enforcement services to those contracting authorities who may access and use the framework, including Peterborough City Council, Fenland District Council and other local authorities within Cambridgeshire.

The initial framework period will be 2 (two) years with an option to extend a further period of up to 2 (two) years in 1 (one) year increments.

Scope of service

Offences to be covered by the framework are detailed below. (Please note this is the current list of offences and may be subject to change where community issues are raised and fixed penalty notice provisions emerge, these may be added to the framework by way of modification in accordance with Regulation 72 Public Contracts Regulations 2015).

Each Council will delegate powers as appropriate and in consistence with officer training received. The delegation will be in writing.

Table 1 – Offences

Legislation	Offence
Environmental Protection Act 1990 Section 87	Throwing down or depositing any litter (the percentage for cigarette related litter to be capped at to %)
Crime, Policing and Anti Social Behaviour Act Section 68	Breach of a public space protection order

Table 2 - powers

Legislation	Power
Environmental Protection Act 1990 Section 88	The issue of a notice offering the opportunity to discharge the liability to conviction for a littering offence by the payment of a fixed penalty.
Crime, Policing and Anti Social Behaviour Act 2014 Section 67	The issue of a notice offering the opportunity to discharge the liability to conviction for breach of a public space protection order by the payment of a fixed penalty.

The scope of these enforcement actions may change subject to community and local authority priorities. The Framework Agreement Services as outlined within

the Specification may be modified in accordance with Regulation 72 of the Public Contracts Regulations 2015 to add further enforcement activities, for example by virtue of the Clean Neighbourhoods and Environment Act 2005, or any new legislation or amendments to existing legislation that shall permit the Environmental Enforcement Service to prevent and reduce environmental crime and its associated anti-social behaviour.

Section 2

Service requirements

To provide an enforcement service for Peterborough City Council, Fenland District Council and other local authorities within Cambridgeshire to access..

The enforcement service to address Council and community priorities, currently to deal with littering offences, including spitting and public urination and the breach of public space protection orders.

The scope of these enforcement actions may change subject to community and Council priorities.

- To issue fixed penalty notices.
- To deal with the administration of fixed penalty notices and payments.
- To deal with customer complaints and in particular to provide an appeals facility and in cases of non-payment provide prosecution ready case files in such format approved by the Council.
- To provide the services on a cost neutral basis to the Councils, the services must be funded by the receipts from the service of fixed penalty notices. Failure to be able to provide a cost neutral service will mean tender will **not** be evaluated further as this is an essential requirement. For the avoidance of doubt this contract would be at zero cost to the authority, and would generate income from issuing Fixed Penalty Notice (FPNs) fines through delegation of powers. This contract is revenue neutral to the authority – it will be self funding based on the payment of fixed penalty notice fines. All Income generated in excess of cost neutrality will be retained by Peterborough City Council, Fenland District Council and any other local authority that utilises the framework with respect to FPN's settled within their respective authority.
- To have the ability to expand the services to add further services, for example waste and fly tipping offences.
- To enable the services to be managed in a flexible manner in order to respond to specific demands of the Council.

Section 3

Working Methodology

The Councils, together with the single supplier framework, will identify areas within the local authority boundaries to be patrolled. The final decision on the areas to be patrolled and frequency for their patrols will be determined by the Councils.

The Supplier must provide a service Monday to Saturday between the hours of 06:30 and 19:30, usual working hours to be 9.00 to 17:00 hours, outside of these hours by agreement.

The Supplier must ensure that its staff patrol the areas as directed by the Councils.

The Supplier must follow appropriate guidelines when issuing fixed penalty notices and ensure staff carry out appropriate enquiries and use their best endeavours to source accurate identification details before issuing a fixed penalty notice.

The Supplier must not issue a fixed penalty notice to anyone under the age of 18 nor to anyone who appears to lack capacity to understand the process due to mental illness, learning difficulty or other condition.

Where there has been a failure to issue a fixed penalty notice due to the reasons above the Supplier must inform the Council at their earliest opportunity.

The Supplier must raise witness statements from their contemporaneous notes on the fixed penalty notice and pocket notebook in respect of unpaid fixed penalty notices.

Where requested the Supplier must provide copies of body worn camera footage to the Council, to assist with management of complaints.

The Supplier must put in place training, procedures and processes to reduce the risk of incorrectly served fixed penalty notices.

The Supplier shall ensure that arrangements are in place to receive and process payments for fixed penalty notices, to record such payments and to deal with enquiries relating to such payments, offering the opportunity for payment plans in appropriate circumstances.

The Supplier must comply with all requirements relevant to the collection and storage of data, including registration with the Information Commissioner.

Section 4

Employees; provision, training and values

The Supplier must provide sufficient staff to undertake, manage and supervise the service.

The Supplier must have sufficient staff that are qualified, experienced and with the skills to undertake the service.

The Supplier must ensure that its staff receive appropriate training on health and safety, legislation appropriate to the service, customer service, data protection and equalities and diversity.

The Supplier will provide fully trained personnel that have a current Disclosure Certificate provided by the Disclosure and Barring Services (DBS).

The Supplier's staff are to be of good character, have a good communication skills and have received training in the appropriate techniques of issuing an FPN (including politeness and identifying themselves when required to do so), the use of PACE notebooks, evidence gathering, preparation of witness statements and giving evidence in Court.

All staff employed on the Framework Agreement must have a working knowledge of the legislation appropriate to their individual delegations.

The Supplier will ensure that all staff have the appropriate resources to carry out personal identity checks and enquiries on all alleged offenders to maintain a high level of correctly issued FPNs.

The Supplier will ensure there is appropriate back office support to assist with the proper identification of alleged offenders, the issuing of FPNs and the preparation of all the components of a prosecution file.

In pursuance of the Council's Corporate Priorities, the Supplier should seek, where possible, to create local employment opportunities.

The Supplier shall ensure relevant officers are available to attend court to give evidence (at no additional cost or expense to the Council) as required, in the event of a trial for an offence they have witnessed or provided a statement for.

If the Council have any concerns about the conduct or behaviour of any staff supplied by the Supplier then the Council have the right to request that the individual is removed from the framework and the Supplier will comply with this request.

Section 5

Management Reporting and Complaints

Each Council will provide a point of contact for the Supplier, to liaise and give instructions.

The framework manager must be accessible to each Council to address any service issues during hours of operation of the service.

The Supplier's manager must meet with each Council to discuss strategic and operational issues and the referral of cases for prosecution on a monthly basis.

Service improvement opportunities are to be raised with the Council as identified.

The Supplier must not set targets with regard to the number of fixed penalty notices to be issued. The payment of commissions or bonuses linked to the number of fixed penalty notices must not be made.

Staff reviews must be undertaken and a general review of performance and complaints received on a regular basis.

Complaints referred to the Supplier by the Council must be responded to within 24 hours. Complaint resolution aimed to be completed within 2 days.

The Supplier will be required to give all reasonable assistance and co-operation and provide to the Councils any relevant information which is confidential in connection with any service related legal inquiry, arbitration or court proceedings in which the Councils may become involved, or any relevant disciplinary hearing internal to the Councils.

Section 6

Location, premises and facilities

In order to facilitate the delivery of service each Council will if required, provide office accommodation with telephone and data links and secure for facilities for uniform and equipment.

The Supplier must provide their own vehicles and have appropriately licensed staff who are responsible for the operation and use of their vehicles. The cost of any parking to be met by the Supplier.

Employees who are driving for work purposes have regard to the highway code and all highway requirements and responsibilities.

Section 7

Performance monitoring

Key Performance Indicators (KPI's) are to be reported at least monthly by the Supplier to illustrate performance and in a digital format to be agreed by both parties. Instant access to this information is preferable. The initial list (not limited) of key performance indicators that will be used to manage this framework include:

- Meeting the requirements of the agreed deployment plan;
- Number of hours on patrol, broken down by town and deployment plan area
- Number of hours in identified hot spot areas
- Response to enforcement requests raised by the Councils
- Data showing the number and quality of fixed penalty notices (FPN's) issued
- Data showing the percentage of FPN by type and performance against the targets by type set by the Council.
- Number of correctly served FPNs
- Number challenged and the outcome of that challenge
- Number cancelled or withdrawn or void and why
- Paid and non paid FPN's
- Number of FPN's referred for prosecution
- Production of monthly reports
- Production of annual reports
- Number of complaints about the service received (target less than 4 per 100FPN's issued)
- Number of FPN's issued to persons with protected characteristics as defined by the Equality Act 2010 groups in proportion to the individual populations of said groups, with particular focus on sex, age, race and disability.

The Supplier will also record the number of customer enquiries including MPs letters and FOI's.

All telephone enquiries must be answered promptly by the Supplier's administration staff and any information logged immediately on to the management system.

The Supplier is required to produce a written quarterly report within one calendar month of the end of the previous 3 months detailing performance listed above, service improvements plans and targets for the next period, geographical data and any added value suggestions for consideration by each Council

Section 8

Uniforms and Identification

The Supplier must at their own cost, provide its officers with uniforms, in such style, colour and branding to be approved by the Council.

The Supplier must ensure that its staff undertaking the service wear appropriate identification relevant to their role, at all times.

When requested to do so or when communicating with the public as a representative of the Supplier all persons employed by the Supplier in the performance of the Services shall disclose their identity and shall not attempt to avoid so doing.

Section 9

Payments and finance

Within nine working days after each month end, the Supplier shall submit to the Council's Officer or his representative, a signed invoice for the work completed in pursuance of the framework for the preceding month.

The Supplier will transfer all fines collected on behalf of the Council to the relevant Council by the ninth day of the month. The Supplier will provide appropriate reconciliation documentation to identify the source of the collected funds, using individual FPN references.

Payment of any undisputed invoice will be made no later than thirty (30) calendar days following the date of receipt and agreement of the invoice by the Council for Services completed to the satisfaction of the Council.

The Supplier shall provide, set up, operate and maintain suitable electronic payment systems for offenders to discharge their liability. For the avoidance of doubt the Supplier is required to collect FPN income for this framework on both Council's behalf. Methods and mechanisms of payment are to be widely publicised in a range

of formats. Where payment is made directly to the Council a system of reconciliation must be set up between both parties (Supplier and Council).

The Supplier must ensure that all FPN's issued are at the rate specified in the Council's fees and charges tariff, which is currently £75 and an early payment of £65 for Fenland Council, £80 for Peterborough City Council, no early payment. We reserve the right to amend the level of fines as necessary.

The Supplier must refund all monies paid for FPN's that are cancelled due to officer errors or evidential shortfalls, including, but not limited to, the following:

- Where insufficient evidence is available for cases which have escalated to prosecution or a complaint has been received;
- False detail cases where there is insufficient evidence and/or the officer has not carried out an identity check and/or no address check has been made;
- An officer has not followed all relevant Council policies and procedures;
- Inadequate case files and witness statements.

The burden of non-payment of correctly issued tickets shall not lie with the contractor.

All Income generated will be retained by Peterborough City Council, Fenland District Council and any other local authority that utilises the framework with respect to FPN's settled within their respective authority.

The Supplier will reconcile all payments and search for payments on reports provided by the Councils. The Supplier will provide monthly payment information as requested by the Councils.

The Supplier will monitor and record all payments and send out reminder letters for non payment, and in all cases where no payment has been received the Supplier will compile a prosecution file to the Councils' specification

Postage costs will be met by the Supplier.

Section 10

Exit strategy

At the end of the framework period the Supplier shall ensure that all data and outstanding information for example prosecution files , ID badges and keys are returned to the relevant Council.