

Public Accounts Select Committee			
<b>Report Title</b>	<b>Parking Contract Performance</b>		
<b>Key Decision</b>	Yes	Item No.	5
<b>Ward</b>	All		
<b>Contributors</b>	Executive Director for Customer Services & Head of Public Services		
<b>Class</b>	Part 1	Date:	10 <sup>th</sup> March 2015

## 1 Summary

1.1 This report provides the background and performance update in relation to the Council's Parking Enforcement and Associated Services contract.

## 2 Purpose

2.1 To inform the Public Accounts Select Committee of current performance and costs associated with the parking contract.

## 3 Policy Context

3.1 Parking regulation is governed by the Road Traffic Regulation Act 1984. The Council's local transport and parking policy objectives comply with this legislation and are set out in the Local Implementation Plan (LIP). The goals, objectives, and outcomes for the LIP have been developed within the framework provided by the Mayor of London's Transport Strategy, but they also reflect local policies and priorities and as such are aligned with the Council's Corporate Priorities and the Sustainable Community Strategy.

3.2 The new parking policy is placed within this broader policy framework. Parking has a borough-wide impact, and has particular relevance to the many economic, environmental and social objectives of a modern transport system. To varying degrees, parking impacts on all 8 of the objectives in the Council's LIP:

- Reduce the number of road traffic collisions and improve safety and security on the public transport network;
- Enhance Lewisham's natural environment and open spaces;
- Create a low emissions transport system and a resilient transport network;
- Support and promote healthier and more physically active lifestyles;
- Improve the quality and connectivity in and around town centres;
- Reduce congestion and maximise efficiency of the transport network;
- Improve access to jobs, training and services, regardless of social background and physical and mental health;
- Improve the urban environment, including the design and condition of highways and footways.

## **4 Background**

- 4.1 A parking report is presented annually to Mayor and Cabinet and the Sustainable Development & Scrutiny Committee. The report provides an annual update on parking policy, the CPZ programme and contract performance. There is a statutory requirement to report on parking income and expenditure each year and this information is also included in the annual parking report.
- 4.2 The parking contract was awarded to NSL and started in August 2013. The contract term is for a 6 year period with a 4 year extension option. The contract is based on the British Parking Association's model contract that encourages an ethos of service quality and is endorsed by the Government's Transport Select Committee. A number of Key Performance Indicators are used in contract measurement to assist in effective contract monitoring and management. A full list of the contractual KPIs applied to this contract are attached in Appendix A.
- 4.3 The contract provides a number of services split into 4 broad areas:
  - Parking Enforcement
  - Penalty Charge Notice Processing & IT provision
  - Permits
  - Pay & Display
- 4.4 The Council identified efficiency savings of £500k to be delivered as part of the new contract and a number of services changes were agreed. These were:
  - Closure of the parking shop to make way for the introduction of on-line services.
  - The removal of the pay & display machines from which the cash collection and maintenance costs could be removed.
  - Changes to the Holbeach car park entry and exit barrier system.

- 4.5 A new paperless permitting system was introduced allowing customers the flexibility of purchasing permits from the comfort of their own home. Throughout the year a number of system development changes were introduced using customer feedback to improve user navigation of this on-line service.
- 4.6 The Council's client team accepts/rejects formal representations and appeals against parking penalties. The team monitors the contract against the KPIs and works closely with the service provider to improve services, managed through monthly contract meetings.

## **5 Contract Performance to Date**

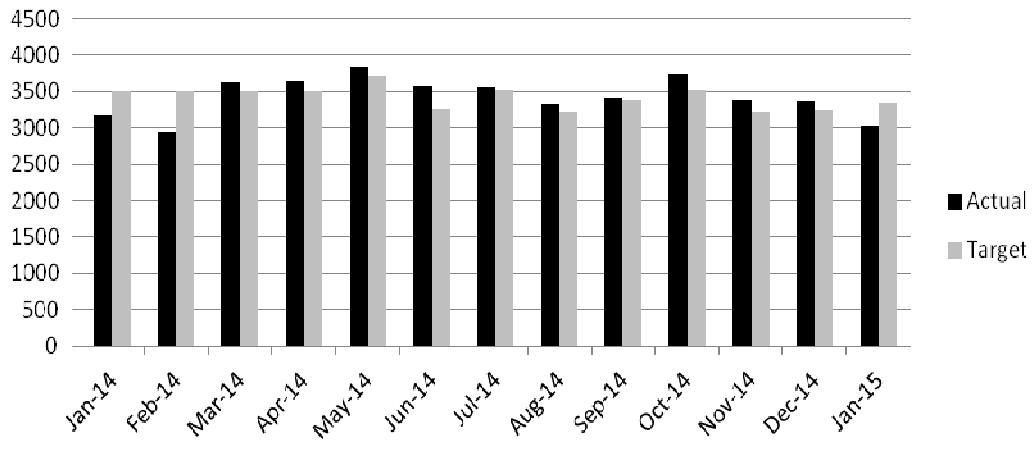
- 5.1 This contract is monitored using a number of key performance indicators (KPIs). The full set of indicators for information is contained in **Appendix A**. To give the committee an overview of the contractor's performance this report is focused on the 4 main elements indicated below:
  - KPI 1: Effective Parking Enforcement
  - KPI 2: Good Quality, Motivated & informed staff
  - KPI 3: Good Quality Penalty Charge Notice (PCNs)

- KPI 4: Other Services

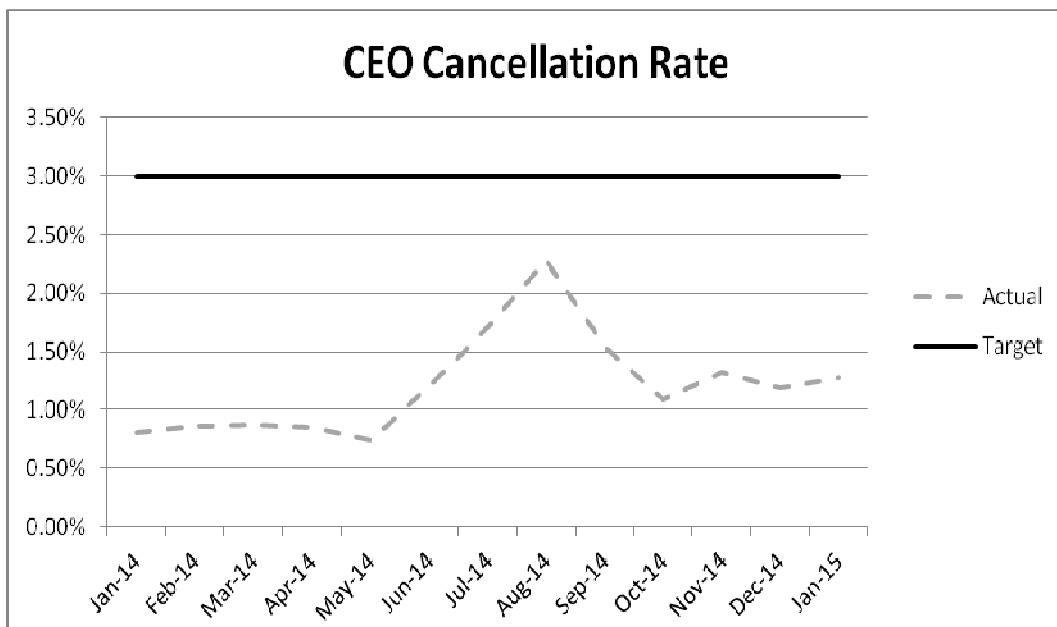
## 5.2 Parking Enforcement

- 5.3 Staff turnover in the parking industry can be high due to the very nature of the work involved. It is essential therefore that staff are adequately trained to handle the complexities of parking legislation and to deal confidently and effectively with customers.
- 5.4 Contract enforcement resources are essential to ensure delivery of the Council's policy objectives and to improve compliance against parking contraventions. Increased compliance across the borough is necessary for the safe and expedient movement of pedestrians and vehicular traffic.
- 5.5 Staff retention is essential to a stable service especially when valuable investment has been made in staff training. The Council has ensured that the service provider has implemented strategies and processes to assist in staff retention and to ensure staff turnover remains below the industry 'norm'. The contract measurement is set against an annual turnover target of 20%. This level is below the industry norm of 26.1% and is measured annually against leavers with a +5% tolerance level. Currently the service provider is showing an annual staff turnover of 23.53%.
- 5.6 The parking industry has identified City & Guilds training standards required to undertake this type of work and is a requirement of the contract for enforcement and Notice Processing staff. A training matrix forms part of the contractual requirement and includes all members of the service provider staff. All staff have a 3 month lead time to achieve the training requirements for the relevant post. The key performance measurement in relation to training has a zero tolerance for this indicator. All current NSL staff are undertaking, or have completed the appropriate training course.
- 5.7 The schedule of enforcement patrols is identified through the Deployment Plan agreed between the Council and the Service Provider prior to contract commencement. The Deployment Plan forms the basis of measurement that incorporates the level of resources required to enforce the borough effectively. The deployment plan may vary over time with the agreement of both parties to take advantage of a changing environment and compliance levels. There is a tolerance of +/- 10% which is likely to be adjusted as the contract matures. Performance at the beginning of the year fell short of the target. This was attributed to staff recruitment and the time lapse between recruitment and qualification to commence on-street enforcement activities. Since the recruitment drive resource levels have been consistent throughout the year with the exception of January 15. This was attributed to staff sickness & holiday.

## Deployed Enforcement Hours Against Target 2014

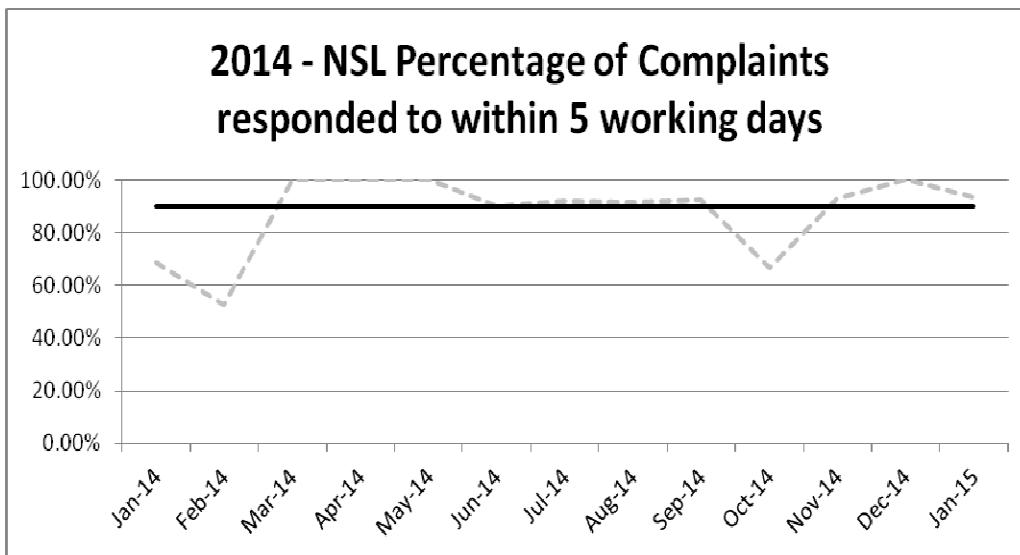


- 5.8 As well as an effective deployment plan the Civil Enforcement Officers (CEO) should be adequately trained to ensure they have the ability to handle themselves confidently and mistakes are minimised. The parking service naturally receives high volumes of correspondence due to the nature of the work. We aim to reduce the 'justified' complaints. This is achieved by industry standard training and experience. The CEO cancellation rate is used as a measurement of Penalty Charge Notice (PCN) quality. The KPI is measured using a 3% tolerance. The graph below indicates NSL's good performance against this KPI. It is likely that the tolerance level for this KPI will be reduced at the contract's annual review. This is to ensure the service provider is working towards continued improvement to contract performance. See graph below for the current CEO cancellation rate.

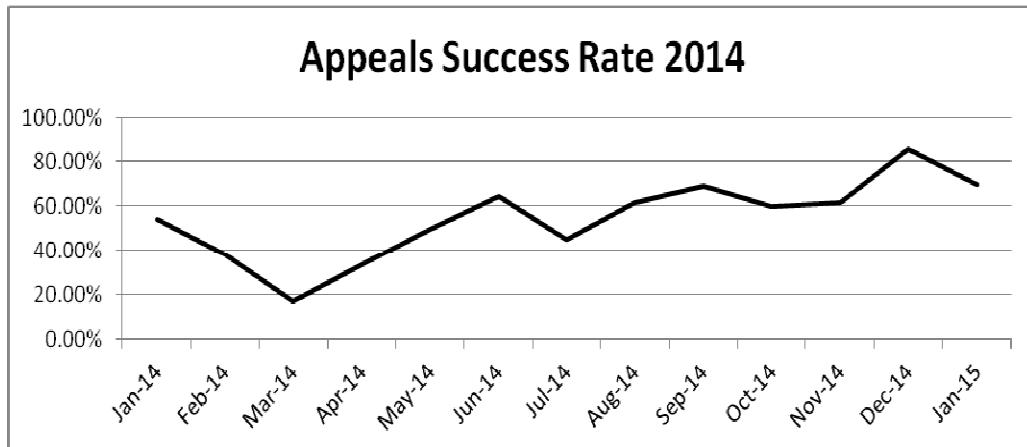


## 6. Penalty Charge Notice Processing & IT Provision

- 6.1 The Council's responses to formal representations and appeals are prepared by the service provider but are authorised by Council staff. NSL's back office function provides the first stage responses to all correspondence received.
- 6.2 The council expects the service provider to respond to customer complaints within 5 working days. NSL's performance over the last year is mixed with two clear dips in performance (see graph below). In Jan & Feb this was attributed to workflow management. IT processes were implemented to channel the workflow items into appropriate work folders. The workflow is streamlined using priority parameters that have either contractual or statutory timescales. These processes were introduced to enable NSL to prioritise the workload. These workflows are now appropriately channelled and managed accordingly. During the October period, NSL implemented an upgrade to their IT infrastructure to allow easy access to systems via web based cloud functionality. The downtime period exceeded expectation and staff were unable to access systems to clear the workflow items. The volume of correspondence impacts on performance if IT access is restricted for even a short space of time. The failure has been dealt with in the monthly monitoring and contract meetings.

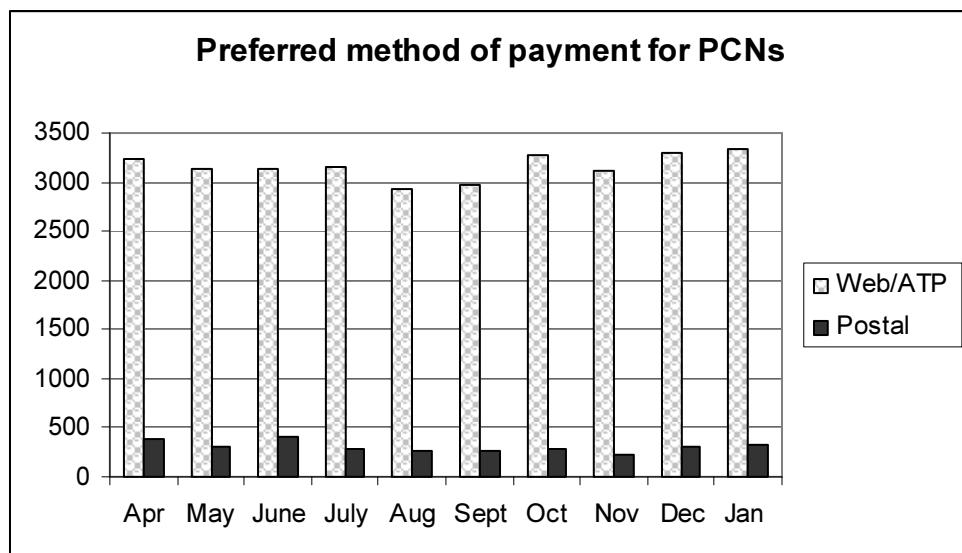


6.3 The process for lodging a formal appeal against the issue of a Penalty Charge Notice (PCN) is administered by the independent Parking & Traffic Appeals service (PATAS). The contract is measured by the overall appeals success rate which is varied. The council has no influence over appeal decisions made by PATAS. What we aim to achieve is to reduce the number of justifiably upheld appeals. (Decisions that identify a service failure.) The year to date figure for justifiably upheld appeals is 3%.



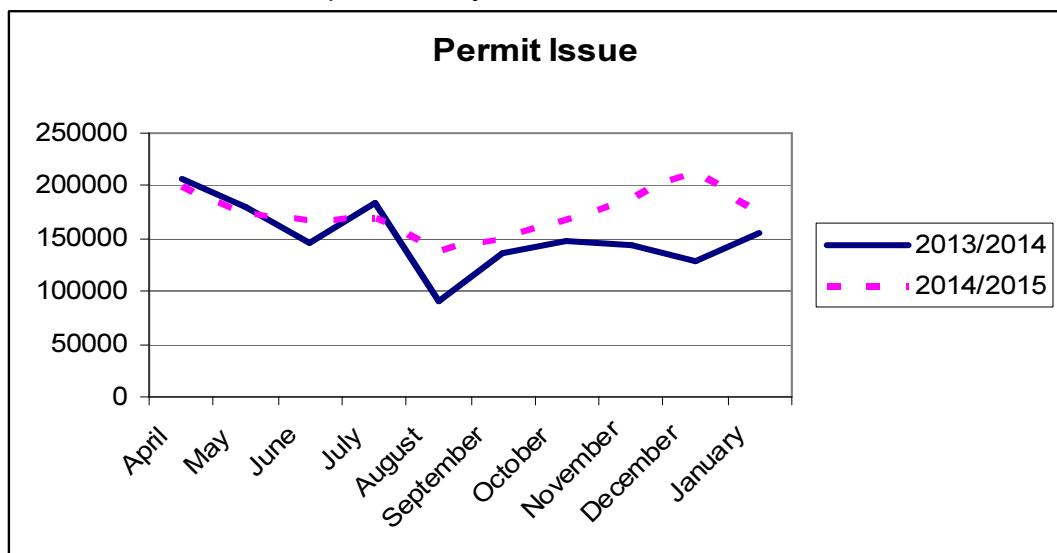
6.4 The service provider is responsible for providing the IT infrastructure and software for the delivery of services. The provision of IT and the on line services is a main functionality of this contract. All the data held on these IT systems is the property of the council. Council staff have full access through web based applications to all these systems from an operational and reporting perspective. This enables council officers to analyse performance and income recovery for all elements of this contract without relying on the contractor to supply the information.

6.5 In relation to the payment of parking penalties (PCNs) 90% of payments are made via the web or automated telephone payment system. The total sums are paid directly into the Authority's bank account. See graph below that tracks the monthly volumes and payment method. The current PCN recovery rate is 69.95% the contractual expectation is 70% with no tolerance level.



## **7. Permits**

- 7.1 The introduction of the virtual permitting system for the issue of permits across the borough was a major transition for this service. Virtual permitting is new to the industry and one which has realised efficiency savings with the closure of the parking shop. In reality there were lessons learnt from a service delivery perspective. We have worked with the service provider, using customer feedback to improve the virtual on line service, especially in relation to system navigation. All of the permit information is now held on the virtual system and all our resident and business permits are handled on line.
- 7.2 The number of permits issued across the borough's controlled parking zones has increased over the same period last year.



## **8. Pay & Display & Cashless Parking**

- 8.1 As part of the Council's overall budget savings proposals £200k was identified in removing all the boroughs' pay & display machines to be replaced with a cashless parking option.
- 8.2 As part of that strategy, the Council ran a pilot that offered a cashless only option in Holbeach car park. The pilot ran for 6 months and the Council realised that there were some customers that were unable to access the cashless system. The results of which identified a need to keep pay & display machines across the borough in the short term.
- 8.3 Alongside the existing pay and display machines, the facility to pay for parking sessions through the cashless system currently provided by 'RingGo' will be rolled out across the borough in the Spring 2015.
- 8.4 The roll out of the cashless parking system will give the Council the opportunity to analyse cashless parking usage. Once established, the Council will have the opportunity to rationalise the number of pay & display machines on the street. This in turn will reduce machine maintenance and cash collection costs.

## **9. Contract Payments**

- 9.1. See Separate Addendum

## **10. Financial implications**

- 10.1. The purpose of this report is to provide an overview of the parking contract performance. As such there are no financial implications arising from this report.

## **11. Legal Implications**

- 11.1. Section 45(1) Road Traffic Regulation Act 1984 (RTRA) allows Councils to designate parking places on the highway and to charge for the use of them. Section 45(2) provides for the issuing of permits for which an authority may charge. The procedure requires consultation and a designation order.
- 11.2. Section 122 RTRA imposes a general duty on authorities to exercise functions under the Act (so far as practicable having regard to the matters set out at para 13.3 below) to secure the expeditious, convenient and safe movement of vehicular and other traffic (including pedestrians) and the provision of suitable and adequate parking facilities on and off the highway.
- 11.3. In fulfilling the general duty imposed by Section 122 RTRA, the matters referred to above are as follows:-
  - (a) The desirability of securing and maintaining reasonable access to premises;
  - (b) The effect on the amenities of any locality and the importance of regulating and restricting the use of roads by heavy commercial vehicles so as to preserve or improve the amenities of the areas through which the roads run;

(bb) the national air quality strategy

(c) the importance of facilitating the passage of public service vehicles and of securing the safety and convenience of persons using or desiring to use such vehicles; and

(d) any other matters appearing to the Council to be relevant.

12.4 Section 55 RTRA provides for the establishment of a separate account into which monies raised through the operation of on street parking must be paid. The Act requires an enforcement authority, (of which Lewisham is one), to keep an account of:-

- their income and expenditure in respect of designated parking places;
- their income and expenditure as an enforcement authority in relation to parking contraventions within paragraph 2 of Schedule 7 to the 2004 Act (parking places); and
- their income and expenditure as an enforcement authority in relation to parking contraventions within paragraph 3 of that Schedule (other parking matters).

12.5 It also deals with shortfalls and surpluses. Shortfalls must be made good from the General Fund, and subject to carry forward provisions, any surplus must be applied for the following purposes:-

- (a) the making good of shortfalls in the last 4 years
- (b) the provision and maintenance of off street parking by the council or others
- (c) if further off street parking appears unnecessary or undesirable then
  - i) meeting the cost of provision, operation or facilities for public transport services; and
  - ii) highway or road improvement projects in the area.

12.6 There are also provisions for carry forward. Every London Borough also has to report to the Mayor for London at the end of every financial year on any action taken in relation to any deficit or surplus on their account. It is clear from this report that surpluses made on this special account in 2013/14 have been applied for permitted purposes.

- 12.7 The Local Authorities' Traffic Orders (Exemptions for Disabled Persons) (England) Regulations require traffic regulation orders to include an exemption from waiting prohibitions in certain circumstances, and from charges and time-limits at places where vehicles may park or wait, in respect of vehicles displaying a disabled person's badge.
- 12.8 The Equality Act 2010 (the Act) brings together all previous equality legislation in England, Scotland and Wales. The Act includes a new Public Sector Equality Duty (the duty), replacing the separate duties relating to race, disability and gender equality.
- 12.9 The duty consists of the 'general equality duty' which is the overarching requirement or substance of the duty, and the 'specific duties' which are intended to help performance of the general equality duty.
- 12.10 The duty covers the following nine protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 12.11 In summary, the Council must, in the exercise of its functions, have due regard to the need to:
- eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
  - advance equality of opportunity between people who share a protected characteristic and those who do not.
  - foster good relations between people who share a protected characteristic and those who do not.
- 12.12 These are often referred to as the three aims of the general equality duty.
- 12.13 The duty is a "have regard duty", and the weight to be attached to it is a matter for the Mayor, bearing in mind the issues of relevance and proportionality. It is not an absolute requirement to eliminate unlawful discrimination, advance equality of opportunity or foster good relations.
- 12.14 The Equality and Human Rights Commission (EHRC) have issued technical guidance for public authorities in England on the Public Sector Equality Duty. The guidance can be found at <http://www.equalityhumanrights.com/legal-and-policy/equality-act/equality-act-codes-of-practice-and-technical-guidance/>. This Guidance provides practical approaches to complying with the Public Sector Equality Duty. The EHRC technical guidance is not a statutory Code, but may be used as evidence in legal proceedings to demonstrate compliance with the Public Sector Equality Duty.

## **13 Crime and Disorder Implications**

- 13.1 There are no direct crime and disorder implications arising from this report.

## **14 Equalities Implications**

- 14.1 There are no equalities implications arising from this report.

## **15 Environmental Implications**

15.1 There are no direct implications arising from this report.

## **16 Background Documents and report author**

16.1 Parking Policy Review: [Mayor and Cabinet 10 April 2013](#)

16.2 Parking Contract Award: [Mayor and Cabinet 1 May 2013](#)

16.3 Parking Policy: Monitoring and Update:  
[Sustainable Development Select Committee 11 July 2013](#)

16.4 Annual Parking Report – 2013 /14

<http://www.lewisham.gov.uk/myservices/parking/Documents/Annual%20Parking%20Report%202013-14.pdf>

16.5 Parking Policy Document 2014

<http://www.lewisham.gov.uk/myservices/parking/Documents/ParkingPolicyOctober2014.pdf>

<b>Document</b>	<b>Link</b>
Parking Policy Review:	<a href="#"><u>Mayor and Cabinet 10 April 2013</u></a>
Parking Contract Award:	<a href="#"><u>Mayor and Cabinet 1 May 2013</u></a>
Parking Policy: Monitoring and Update:	<a href="#"><u>Sustainable Development Select Committee 11 July 2013</u></a>
Annual Parking Report – 2013 /14	<a href="#"><u>Mayor and Cabinet 3<sup>rd</sup> December 2014</u></a>
Parking Policy Document 2014	<a href="#"><u>Mayor and Cabinet 5<sup>th</sup> December 2013</u></a>

16.6 If you require any further information about this report please contact Lesley Brooks Service Group Manager Parking on 020 8314 2126.

## **Appendix A: Contract Key Performance Indicators**

### **1. KPI Introduction**

1.1 There are four main KPIs used to measure contract performance. Each KPI is split into elements of measurement under the separate headings. These are provided in the KPI Table below:

1.2 It is the Council's intention to achieve realistic and workable KPI's, all of which can be measured properly and accurately. The Service Provider will be expected to determine how each KPI is to be achieved and to propose the tolerance levels for those KPIs where a tolerance level is accepted.

#### **KPI 1. Effective Parking Enforcement**

<b>Measurement Summary</b>	<b>Summary</b>	<b>Information Sources</b>
<p><b>a) Coverage of Patrol requirements and responsiveness to enforcement requests</b></p> <p>The Schedule of Enforcement Patrols (Deployment Plan) will be agreed between the Service Provider and the Council prior to contract commencement and may be subject to variation from time to time.</p> <p>There is a tolerance level of +/- 10%, which is likely to be adjusted during the life of the Contract.</p> <p>The Service Provider should note that the Council may limit any perceived levels of over-patrolling, e.g. to compensate for under-patrolling.</p>	<p>The Schedule of Enforcement Patrols will be agreed between the Service Provider and the Council. The Service Provider will be expected to meet 90% of the scheduled patrols for each individual road, unless previously agreed with the Council.</p> <p>The Service Provider will carry out all patrols according to the Specification (Schedule 2) and check all vehicles in the road, identifying contraventions and issuing PCNs according to Council Guidelines.</p> <p>The Service Provider will self-assess their performance and report to the Council who will then inspect and verify the information.</p> <p>Note – visits to streets that are broken by detours into adjoining streets count as one visit. There must be a distinct time difference between visits. In cases where two or more CEOs are present in one street,</p>	<ul style="list-style-type: none"><li>• The Service Provider will self-monitor and provide the Council with a report of the patrols met.</li><li>• The Council will access information from the I.T. system to verify the Service Provider's report.</li><li>• GPS tracking facilities will be used to collate information and confirm that the logged patrols agree with the actual patrols performed.</li></ul>

	<p>this will count as one visit.</p> <p>It is acknowledged that CEOs will walk through part of beats that are not allocated to them when travelling to their allocated beats and they must enforce on those beats against any vehicles that are found in contravention. However, merely walking through such a beat does not constitute a visit to that beat for statistical purposes.</p> <p>Enforcement requests sent to the Service Provider will be recorded by the Council. The Service Provider will keep records of deployment requests and response times.</p>	
<b>b) The minimum number of deployed CEOs</b>	<p>The Service Provider should note that the Council may limit any perceived levels of over-deployment, e.g. to compensate for under-deployment.</p> <p>There is a tolerance level of +/- 5% which is likely to be adjusted during the life of the Contract.</p> <p>The minimum number of effectively deployed CEOs and the percentage of deployed/employed hours will be as set out in the Contract Plan included in the Service Provider's tender submission. To satisfy the KPI the ratio between the deployed and employed hours must be as set out in the Contract Plan. The Service Provider will self-assess their performance and report to the Council who will then verify the information.</p> <p>Effectiveness will be assessed by activity levels to include:</p> <ul style="list-style-type: none"> <li>• Street Visits</li> <li>• Vehicles logs</li> <li>• PCNs issued</li> <li>• Fault reports</li> <li>• Abandoned and nuisance vehicle reports</li> </ul> <p>The Service Provider will be expected to meet 95% of</p>	<ul style="list-style-type: none"> <li>• The Service Provider will self-monitor and provide the Council with a report of the number of CEOs deployed. This must also include the percentage of deployed hours against employed hours and the amount of overtime worked by individual CEOs.</li> <li>• The number of deployed CEOs will be obtained from the IT system based on the number of CEOs who have logged into a hand held computer and completed a full shift. This information will be used to verify the Service Provider's report, in addition to</li> </ul>

	the agreed activity levels.	details recorded in CEO's electronic notes reporting.
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## KPI 2. Good Quality, Motivated and Informed CEO's

Measurement Summary	Process	Information Sources
<p><b>a) Initial training and accreditation (BPA/City &amp; Guilds certificate)</b></p> <p>There is a zero tolerance level associated with this KPI.</p>	<p>This element of the KPI is considered achieved when all CEOs, processing and other staff meet the training requirements (as per the specification, including training in local modules). The Service Provider shall provide copies of all training related certificates to the Council.</p> <p>The certificate shall confirm that a module has been completed in providing information on the Council's policies.</p> <p>No member of the Service Provider's staff shall commence work duties until the training has been certified.</p>	<ul style="list-style-type: none"> <li>The Service Provider shall provide copies of all training related certificates to the Council and a monthly update of staff who have been accredited during that month.</li> <li>Additionally, the Service Provider will provide an electronic training matrix to include job related training certificates.</li> <li>No member of the Service Provider's staff shall commence work duties until the training has been certified and agreed with the Council's Representative.</li> </ul>
<p><b>b) Regular assessments and delivery of on-going training</b></p> <p>There is a zero tolerance level associated with this KPI.</p>	<p>Training &amp; Development details are to be included within the Service Provider's tender submission and will be agreed with the Council. An individual assessment format shall be agreed between the Service Provider and the Council. This KPI will be considered met once all staff have received the assessments in the agreed format and timescale and have received the required ongoing training.</p>	<ul style="list-style-type: none"> <li>The Service Provider shall provide copies of all training related certificates and assessments to the Council upon request. The assessments shall be evaluated against the agreed format and all certificates shall be checked to substantiate they are to the required standard.</li> </ul>

	<p>At the request of the Council details of staff assessments and training shall be provided by the Service Provider.</p>	<ul style="list-style-type: none"> <li>Additionally, the Service Provider will provide an electronic training matrix to include job related training certificates.</li> </ul>
<b>c) Staff Retention and employment</b>  Tenderers are invited to propose a tolerance level for this indicator (which may be different for different types of staff).	<p>The level of staff turnover will be measured. This will include all staff employed on the contract including CEOs, processing and administrative staff and the Contract Manager.</p> <p>The Service Provider will ensure that provisions relating to the employment of local staff and to apprenticeships are as outlined in the Tender Submission are being met (note – this will be measured on an annual basis, not a monthly basis).</p>	<ul style="list-style-type: none"> <li>The Service Provider will submit reports showing the employees in post at the end of each month and the level of staff turnover.</li> <li>The Service Provider will submit on an annual basis, details of how the provision of staff includes local employment and apprenticeships.</li> </ul>
<b>d) The standard of staff appearance, courtesy &amp; helpfulness</b>  This indicator is to be measured at least on a monthly basis and there is a tolerance of 5%. In its monthly report the Service Provider must outline any remedial action taken to address failures for individual members of staff.	<p>The Service Provider will ensure that all CEOs are presented to a high standard and trained to offer advice to the public.</p> <p>A checklist will be agreed between the Service Provider and the Council containing approximately 10 items which the CEOs will be assessed on.</p> <p>A similar checklist is to be in place for all processing staff, with the appropriate criteria for assessment (e.g. telephone handling, accuracy, quality of letter replies etc).</p> <p>This part of the KPI will be considered met if an average score of not less than 95% is achieved each month.</p>	<ul style="list-style-type: none"> <li>Items to be included within the checklist shall be agreed between the Council and Service Provider. For CEOs these items will relate to appearance, helpfulness and conduct in general.</li> <li>For other staff, the items must relate to their individual job requirements.</li> <li>Feedback received from members of the public and information from client observations will be included into the assessment.</li> </ul>

<p><b>e) The level of complaints &amp; complaints handling</b></p> <p>Tenderers are invited to suggest an acceptable level of complaints and a percentage tolerance level.</p> <p>An acceptable level of complaints will be agreed between the Service Provider and the Council's Representative and the Council will expect this level to remain within an agreed percentage tolerance during the life of the contract. The Council will expect resolution to be achieved using the 'right first time' methodology.</p>	<p>Any written complaints received by the Service Provider about a CEO or enforcement activity must be copied to the Council's Representative. Any written complaint about a CEO received by the Council will be forwarded to the Service Provider for response.</p> <p>In addition to the above, a customer complaint is defined as a complaint by a customer regarding an aspect of the Service Provider's performance where there is evidence of one of the following:</p> <ul style="list-style-type: none"> <li>• the provision of incorrect information; or</li> <li>• failures to take account of relevant matters in coming to a decision; or</li> <li>• offensive/insensitive behaviour; or</li> <li>• failure to respond to the customer, by the Service Provider or its Personnel, where the Customer has made a complaint to the Council, the Service Provider, their local ward Councillor or the Local Government Ombudsman (stage 2 complaint), because the Service Provider has not responded appropriately to the Customer under the terms of the Council's complaints procedure for the Schemes.</li> </ul> <p>The Service Provider must respond to all complaints within 5 working days unless otherwise agreed and a copy of the response</p>	<ul style="list-style-type: none"> <li>• The Service Provider shall keep records of all complaints received and provide the Council with copies of all written complaints and responses received.</li> <li>• The Service Provider shall also keep an electronic complaints tracking system which will be made available to the Council's Representative. This should enable reports to be produced on complaints types, speed of response and outcomes.</li> </ul>

	must be provided to the Council's Representative.	
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### KPI 3. Issue of Good Quality PCNs

The definition of a good quality PCN is one which has not been cancelled for any one of the reasons listed below.

Measurement Summary	Process	Information Sources
<b>a) PCNs cancelled due to CEO Error</b> <p>Tenderers are invited to submit suggested tolerance levels for this KPI.</p> <p>The Service Provider will be required to ensure that PCNs cancelled as a result of a CEO error are minimised and actively work towards decreasing this value annually.</p>	<ul style="list-style-type: none"> <li>• Incorrect factual information (e.g. street name/location error, no record of VRM or VEL)</li> <li>• Input error on handheld computer (HHC) or electronic notes</li> <li>• Use of abbreviations in electronic notes other than those agreed with the Service Provider prior to contract commencement.</li> <li>• Error recording (inputting/writing) abbreviations</li> <li>• Failure to provide appropriate diagrams (where applicable)</li> <li>• Illegible or poor quality supplementary evidence (including use of correct English).</li> <li>• Failure to record/provide adequate and sufficient supporting notes in HHC/Pocketbook (e.g. notes of conversation with driver)</li> <li>• Failure to complete notes in accordance with agreed procedures</li> <li>• Failure to provide</li> </ul>	The Service Provider will provide the Council with performance information. This information will be compared with data sourced from the IT system.

	<p>relevant quality digital images of a vehicle following the issue of a Penalty Charge Notice, or failure to provide sufficient images.</p> <ul style="list-style-type: none"> <li>• PCN cancelled as a result of CEO misconduct</li> <li>• Failure to void PCN as appropriate including failure to void or void request to the Council within 24 hours of date of issue.</li> <li>• Incorrect issue of PCN, i.e failure to issue according to Council guidelines.</li> <li>• Penalty Charge Notice cancelled as a result of proven/upheld complaint against a CEO (does not include benefit of doubt cases).</li> </ul>	
<p><b>b) Void Tickets</b></p> <p>Tenderers are invited to submit suggested tolerance levels for this KPI.</p> <p>The Service Provider will be required to ensure that voided PCNs are minimised and actively work towards decreasing this value annually.</p>	<ul style="list-style-type: none"> <li>• PCNs voided due to CEO action or request after printing.</li> <li>• A PCN will not be classified as a void if the CEO issues a substitute PCN.</li> </ul>	<ul style="list-style-type: none"> <li>• The Service Provider will provide the Council with performance information. This information will be compared with data sourced from the IT system.</li> </ul>

#### **KPI 4. Other Services.**

The measurements listed below relate to the provision of efficient and effective customer services and PCN processing.

<b>Measurement Summary</b>	<b>Process</b>	<b>Information Sources</b>
<b>a) IT</b>	Failure to meet any of the service requirements of section 38.2 of the Specification.	Performance information will be provided by Service Provider.
<b>b) Customer and Processing Services</b>  Tenderers are invited to suggest tolerance levels if they consider these applicable.	<ul style="list-style-type: none"> <li>• Failure to log, scan, process or correctly allocate any item of post to the PCN within the required timescales.</li> <li>• Failure to provide the required level of telephone call handling.</li> <li>• Failure to issue postal PCNs within the required timescales.</li> <li>• The conversion of captured contraventions from the CCTV system must be maintained at a capture rate of approximately 90%. If the Service Provider determines that compliance has resulted in a decrease in incident capture and the resulting PCNs, this must be flagged at the monthly meetings so that the conversion rate could be adjusted or the Council may seek to relocate the relevant camera.</li> <li>• Failure to process PCNs (including service of statutory documentation) within the required time-scales.</li> <li>• Failure to take the</li> </ul>	Performance information will be provided by Service Provider.

	<p>required action to update the IT system as required, or to record case details correctly, within the appropriate timescales.</p> <ul style="list-style-type: none"> <li>• The question of whether a Penalty Charge cancellation is due to "Service Provider Error" shall be determined by reference to a list of reason codes for Penalty Charge cancellation corresponding to the reasons set out but not be limited to below, and as may be further determined by the Council from time to time.</li> <li>• Failure to respond to both statutory and non statutory correspondence within specified timescales.</li> <li>• Failure to respond accurately and fully to challenges and other non-statutory correspondence within the required timescales.</li> <li>• Failure to process Representations and Appeals within required timescales or accurately, including failure to prevent any backlogs.</li> <li>• Appeals non-contested or refused due to poor or incorrect Representation response; or</li> <li>• Failure on the</li> </ul>	
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	<p>Service Provider and their subcontractors to deliver a compliant statutory and customer service to the PCN recipient.</p> <ul style="list-style-type: none"> <li>• The Service Provider will be expected to meet a standard such that no more than 1% of all PCNs issued are cancelled as a result of an error made by the Service Provider.</li> <li>• Failure to issue a permit correctly (e.g. issued for wrong zone, to a non-resident, wrong type of permit).</li> <li>• Failure to ensure adequate stocks of pay and display tickets in all machines.</li> <li>• Failure to maintain the stocks and security of all controlled stationery.</li> </ul>	
<b>c) Banking and Financial</b>  There are no tolerance levels for this indicator (except the last item where a tolerance level may be agreed) although individual failures may be considered on their own merits.	<ul style="list-style-type: none"> <li>• The Service Provider will be expected to maintain the Council's current average percentage for the recovery of a PCN at 70% and work to increase this recovery rate for the duration of this contract. This element of the KPI will be considered met if monthly revenue summary information demonstrates that agreed activity levels are being met</li> </ul>	<p>Performance information will be provided by Service Provider. The Council's Representative will also monitor this indicator using the IT system and the Council's internal systems as appropriate.</p> <p>Note – notwithstanding the requirements of this KPI, where any errors in banking have incurred a financial loss to the Council, the amount lost will be deducted from the performance payment.</p>

	<p>across all work streams.</p> <ul style="list-style-type: none"> <li>• Failure to provide all staff with adequate working procedures that comply with financial regulations.</li> <li>• Failure to account for all monies taken on behalf of the Council (e.g. in respect of permits, PCNs, bailiff payments, cash collections and suspensions).</li> <li>• Failure to carry out cash collections as agreed.</li> <li>• Late/delayed banking of monies unless otherwise agreed with the Council's Representative.</li> <li>• Failure to carry out adequate reconciliation of monies and/or numerous errors in banking and accounting processes, e.g. inadequate checks on credit/debit cards. (Tenderers are invited to suggest a tolerance level for this item).</li> </ul>	
<b>d) Suspensions</b>  There are no tolerance levels for this indicator although individual failures may be considered on their own merits.	<ul style="list-style-type: none"> <li>• Failure to implement suspensions in the required time frame.</li> <li>• Failure to accurately describe the suspension on the suspension sign and general accuracy of suspension implementation.</li> <li>• Failure to provide an accurate written or electronic summary log for each</li> </ul>	<p>Performance information will be provided by Service Provider in the form of access to the suspension module reports that will include up to date suspension information.</p> <p>Prior to implementation the Council's representative will agree with the Service Provider a checklist of points to be covered. These will include timeliness of</p>

	<p>suspension completed and signed off by CEO/Supervisor with satisfactory evidence to prove any contravention.</p> <ul style="list-style-type: none"> <li>• Failure to remove the suspension within the agreed time frame</li> <li>• Failure to accurately record vehicles parked prior to suspension being implemented</li> </ul>	<p>suspension implementation, accuracy of information on signs describing suspension and advance warning notices. Performance will be measured against this agreed checklist.</p>
<b>e) Lines and signs maintenance</b>	<ul style="list-style-type: none"> <li>• Failure to report defects or to attend to any reported defect and effect the necessary repair within the required timescales.</li> </ul>	<p>Performance information will be provided by Service Provider, in the form of access to the signs and lines maintenance reports that will include up to date implementation and rectification information. The Council may verify this information from its own observations, representations and appeals data. The Council will also use information provided at the monthly meetings to confirm whether remedial work has taken place against all instances of repair requests and/or identification.</p>
<b>f) Other Legislative requirements</b>  There is no tolerance level for this indicator	<ul style="list-style-type: none"> <li>• Failure to provide information required to deal with FOI requests within an agreed timescale.</li> <li>• Breaches of the Data Protection Act by the Service Provider or a member of the Service Provider's staff.</li> <li>• Compliance with Health &amp; Safety legislation, Council policies and procedures.</li> </ul>	<p>This indicator will be monitored by the Service Provider through quality checks and by the Council through monitoring of complaints.</p> <p>The Service provider will also be required to provide such relevant information that may be required at the monthly meetings as agreed with the Council.</p>

	<ul style="list-style-type: none"> <li>• Compliance with the Equalities Act</li> </ul>	
<b>g) Cashless parking service</b>  There is a tolerance of 5% on elements of this service <u>not</u> associated with financial management and service availability.	<ul style="list-style-type: none"> <li>• Payments taken on behalf of the Council must be banked within 48 hours in a format agreed with the Council.</li> <li>• The Service Provider will provide or give access to reports to the Council on a weekly basis in a format agreed with the Council. This will include but is not limited to the number of transactions, charges related to additional services, VAT (including VAT on services) and service availability.</li> <li>• The Service Provider will ensure that service information is available to service users in a manner that complies with relevant legislation and the Council's policies.</li> </ul>	<p>This indicator will be monitored by the Service Provider through quality checks and by the Council through weekly monitoring of reports provided by the Service Provider. The Council will require access to any relevant reporting system to verify such reports from the Service Provider and to undertake any additional reporting that may be required to monitor this contract.</p> <p>The Council will also undertake associated risk audit activity to verify transaction data.</p>