

Supplementary Papers

Contact: Candida Basilio, Democratic Services
Telephone: 07895 213820
Email: candida.basilio@southandvale.gov.uk
Date: 11 October 2024
Website: www.whitehorsedc.gov.uk

For the meeting of Cabinet

held in the Meeting Room 1, Abbey House, Abbey Close, Abingdon, OX14
3JE on Friday, 18 October 2024 at 10.30 am

Open to the public including the press

13. Car park options appraisal (Pages 2 - 24)

To consider the head of development and corporate landlord's report.

14. Exclusion of the Public

To consider whether to exclude members of the press and public from the meeting for the following items of business under Section 12A of the Local Government Act 1972 as amended on the grounds that:

- (i) It is likely that there will be disclosure of exempt information as defined in paragraph 3 of Schedule 12A, and
- (ii) the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

ITEMS TO BE CONSIDERED WITH THE PUBLIC EXCLUDED

The council hereby gives notice that it intends to hold part of this Cabinet meeting in private to consider the following items for the reasons set out in the 'exclusion of the public' item above. These reports are not available on the council's website.

16. Car Park Options Appraisal (Pages 25 - 27)

To consider the confidential appendix to the Head of Development and Corporate Landlord's report.

Cabinet Report



Report of Head of Development and Corporate Landlord

Author: John Backley

Telephone: 07717 088317

Textphone: 18001 01235 42267

E-mail: john.backley@southandvale.gov.uk

Wards affected: all

Vale Cabinet member responsible: Mark Coleman

Tel: 07483 224436

E-mail: mark.coleman@whitehorsedc.gov.uk

To: CABINET

Dates: 18 October 2024

Car Park Management from 2025

Recommendations

- (a) That Cabinet considers the options to provide the parking service starting from 1 October 2025
- (b) For the Cabinet to recommend option 2 to Full Council, which involves extending the current contract with Saba Park Services UK Limited (Saba) for two years until 30 September 2027 as a shared service with South Oxfordshire District Council
- (c) For the Cabinet to recommend to the Full Council that responsibility be delegated to the Head of Development and Corporate Landlord, in consultation with the Cabinet member for Finance and Property, to finalise and sign the contractual arrangements.

Implications (further detail within the report)	Financial	Legal	Climate and Ecological	Equality and diversity
	Yes	Yes	Yes	No, as we don't have information on the SABA staff affected around their protected characteristics

Signing off officer	Anna Winship	Pat Connell	Chloe Bunting	Abi Witting
----------------------------	--------------	-------------	---------------	-------------

Purpose of report

1. For Cabinet to consider the options available for the future management of the car park service from 1 October 2025 and to confirm they support the officer recommendation of option 2, to extend the current arrangement with Saba as part of a shared service.

Corporate objectives

- Objective 4. **Building stable finances** – by ensuring that the cost of the Car Park Management Service is controlled.
- Objective 5. **Working in partnership** – working in partnership with OCC if this option is considered.
- Objective 6. **Working in an open and inclusive way** – Under Civil Parking Enforcement (CPE), all decisions need to be taken openly and easily understood by the public.

Background

2. The car park management contract has been outsourced since 2016. It was originally part of the 5 Councils' contract managed by VINCI and sub-contracted to Indigo.
3. In 2018, when the VINCI contract was terminated, the contract was novated to the councils and Indigo was taken over by Saba Park Services UK Limited.
4. There are 13 car parks which Saba manage on the council's behalf in Vale of White Horse.
5. Saba enforce the car parks under the Traffic Management Act 2004 (also known as civil parking enforcement or CPE) and provide the shared service with South Oxfordshire District Council in line with the councils' joint parking policy. Saba staff patrol the car parks (civil enforcement officers) and issue penalty charge notices (PCNs). Saba back-office staff carry out the processing of payments and deal with all car park queries and initial challenges against PCNs. If a PCN remains unpaid, Saba acquire the vehicle owner details from the DVLA and send out a formal notice to the owner. Council officers deal with formal challenges from the owner from that point until the debt is recovered.
6. **Appendix 2** lists the car parks and provides a breakdown of the current pay and display income for all the payment methods, including PCN income and permit income from each car park along with a breakdown of car park bay types and quantity.
7. The initial term of the current contract comes to an end on 30 September 2025 but has provision for an extension for up to a further five years. To exercise the right to extend the contract, the council was required to give notice to Saba by 1 April 2024 (which is 18 months before the end of the initial term on 30 September 2025). However, there was a delay finalising a consultant's report (Parking Matters) which was commissioned to set out the options available and make recommendations to help officers with the

report. Although the 1 April 2024 contractual requirement was not met, officers have secured written agreement with Saba that formal notice can be served by 31 October 2024 on the understanding that it is to extend the current contract under the existing shared arrangement between South Oxfordshire District Council and Vale of White Horse District Council.

Parking Matters Report

8. Officers commissioned a report from a specialist consultant Parking Matters, (PM) during January 2024, to look at the future parking strategy and operation, which is available as a background paper. The report findings are summarised as below:

- A benchmarking exercise demonstrated that the councils' parking services are performing well overall.
- The way that the service or contract is managed is more important than the delivery model.
- Continuing to outsource the service under a Civil Parking Enforcement (CPE) contract arrangement is a realistic approach providing the contract is properly specified including appropriate key performance indicators.
- Benchmarking costs of future contract delivery models against an in-house service should be fully explored as this may result in a cost savings.
- Improved use of technology such as automatic number plate recognition (ANPR) cameras should be considered to improve customer service and data collection (a guide to ANPR in local authority car parks is available as a background paper). The guide states "it is unlawful for local authorities to use CCTV/ANPR in public car parks". However, it goes on to explain that councils can use ANPR to identify parking offences, but the penalty charge notices must still be issued by hand and not by post.

9. The PM report also suggested other issues to consider, that include:

- a) The information provided in the benchmarking data, and the nature of the operation, and the existing contractors' experience in working with over 50 councils during the last ten years, suggests that continuing with jointly outsourcing the service, could continue to provide the councils with strategic control whilst minimising service risk and operating costs.
- b) Possibility of savings on the contractor's overheads and profit and performance payments if the operation was to be brought in-house.
- c) It is the consultant's advice that the best price will be achieved through a re-tender process rather than a negotiated contract extension.
- d) A new service specification should require the contractor to focus on deployed hours and patrol frequency requirements, supported by focused performance indicators, service improvements and the adoption of technology and working practices that could potentially further improve efficiency and customer service.
- e) It is essential that any future agreement/contract provides both councils with the flexibility to introduce improvements and introduce new technology. This may include utilising the National Parking Platform to improve the variety of payment options and recoup any future capital investments. An example would be consolidation of all the mobile technology parking apps onto a single platform. This would require a review of the current data sharing policies.

- f) It is recognised that financial evaluation of a revenue generating service must include consideration of any associated risks. Cost savings can be eroded by revenue reductions if the current service level is not maintained or continuously reviewed for improvement.

Options for future car park service delivery

10. The PM report looked at a wide variety of options and concluded there were a range of benefits and drawbacks to all of them although obtaining an up-to-date competitive price from a specialist contractor was recommended to allow benchmarking against an in-house bid and the cost of a joint contract extension (with South), as well as exploring the option of working with Oxfordshire County Council which carries out the on-street enforcement in towns across the Vale of White Horse.
11. Officers have considered the top four options and identified the benefits, and risks of each one in **Appendix 1**.
12. The four options for consideration all rely on shared service delivery with South Oxfordshire District Council and are:
- 1) **In-house:** day-to-day delivery is entirely delivered within the councils by directly employed staff.
 - 2) **Contract extension:** day-to-day operation is entirely delivered by extending the existing contract with Saba.
 - 3) **Retendering the contract:** day-to-day delivery is entirely delivered by a contractor (which may be Saba) following a competitive procurement exercise.
 - 4) **Third Party Agreement:** whereby another organisation, for example a neighbouring council such as Oxfordshire County Council, is engaged to carry out parking management and enforcement on behalf of the council.
13. The car park 'pay and display' machines were updated as part of the VINCI 5 Councils' contract in 2016 and are coming to the end of their working life. The cost of replacement in 2025/26 will need to be budgeted from council capital funds or included in any contract specification. All options will require a capital investment to replace the aging 'pay and display machines. For Vale this will be an estimated £150,000 for 25 machines.
14. The cost of each of the options assumes that South and Vale will agree to the service continuing as a shared service. In the calculations, officers have split the costs between the councils based on the current number of car park bays patrolled by Saba (South 1359 bays/58.4 percent and Vale 967 bays/41.6 percent). If an extension with Saba is agreed by both councils, they have offered to hold their contract price for both councils until 30 September 2025 at which point it will rise in line with inflation as per the current contract. Officers have estimated, based on the above split, the annual cost for the Vale to be £251,639 in 2025/26.
15. In reviewing the options for the delivery of the new service, officers have identified the need for a strategic asset review on the locations, costs, and benefits of the car parks to set out a medium to long term plan that may conclude in alternative uses of the car parks. The Strategic Property team will need to undertake due diligence on titles,

restrictions, etc and assess the planning situation which may require additional resource.

16. The contract with Saba allows for an extension of up to five years. Extending the contract with Saba for up to two years, up to 30 September 2027, would allow time for officers to carry out a strategic asset review of the car parks and provide more time to develop the options and detail costs.

Financial Implications

Current Financial Comparisons

17. A confidential **Appendix 3** (Table 1 and Table 2) compares the difference in annual cost of the options from 1 October 2025. These costs are based on South Oxfordshire and Vale of White Horse agreeing the same option.
18. The appendix also shows the current costs already in the car park budgets, such as the cost of the different payment methods and banking transactions, car park repairs and maintenance, electricity for ticket machines and lighting, non-domestic rates etc. and therefore provides an estimated overall cost for providing either option 1, in-house or option 2 extending the contract with Saba (based on the assumption that both councils choose the same option).
19. Officers have provided indicative costs for the in-house bid which includes direct costs associated with 9.75 full-time equivalent (FTE for South and Vale combined) and associate costs such as uniforms, training, vehicles, and travel costs. Officers have used an estimation of an additional 34 percent on top of basic salary costs to cover on-costs such as national insurance and pension contributions. In addition to these direct costs, there would be costs associated with corporate overheads and support services, these are indirect costs and are therefore not part of the above calculations. It is the view of officers that viewed in isolation, bringing this number of FTEs back into the organisation alone could be accommodated within existing support service resources. However, it should be noted that the councils have several time-bound projects including the exit, or extension, of services contained within the Capita contract, replacement of the HR system and internal service restructures which would severely limit the available officer time to support this option by September 2025.
20. Officers have carried out a Dun and Bradstreet business report check which has shown Saba to have a score of 92 indicating a low risk and a 0.1 percent probability of failure over the next 12 months.

Legal Implications

21. Legal advice will need to be obtained for each of the options as below:

1) In-house

Procurement processes will need to be undertaken for the purchase of new ticket machines and potential upgrades in software to include for new payment methods. SABA contract end will need to be managed and employment law advice required on possible TUPE (Transfer of Undertakings Protection of Employment rights) of staff.

Saba is not required to provide the employee liability information for the staff employed on the South and Vale contract until one year before the end of the contract i.e. October 2024, so we are not able to assess accurately the cost and pension impact at the time of writing. Officers have therefore estimated the 'on-costs' associated with salaries based on the council rates of pay.

2) Contract extension with Saba

Legal advice would be required to advise on the contract variation negotiation with Saba and to document and formalise the deed of variation.

The contract allows for an extension of up to five years based on the current joint contractual terms and conditions and the assumption is that the contract would be extended on the same terms, but no discussions have been had with SABA on this or on considering if any changes to the service need to be built into the extension agreement.

The implementation of the Procurement Act 2023 has been delayed and now due 26 February 2025. The Act will not have an impact on any contracts that were previously awarded before this date, including extension periods, already in the initial contract.

3) Retendering the contract

Legal advice and procurement advice will be required on procurement process options and the terms and conditions of the proposed new contract.

In relation to the Procurement Act 2023, for retender, the main changes are to the type of procedure. In the new Act they are "open" – straight forward tender or the new "competitive flexible procedure" which is much more in depth but also a much more flexible process. Officers understand there is much more emphasis on social value, performance indicators and climate.

4) Third Party Agreement (with OCC)

Legal advice will be required to assist the client in negotiating on the terms of the agreement/licences required for OCC to provide the service on behalf of both councils.

No negotiations have taken place to date to understand the legal implications of this option.

22. Within the current contract, the contract extension clause states that it should be agreed 18 months prior to the end of the contract which is 1 October 2025 (so to be agreed by 1 April 2024). The informally agreed extension of the notice period (in which the councils could give notice of a requirement to extend the contract to 31 October 2024), needs to be documented and agreed by the change control process set out in the contract. Legal advice would be required to advise on and assist client officers in negotiating the extension to the contract wording so that it could be signed off by both parties.

Corporate Support Service Resource Implications

23. The council has several large contracts (such as waste and leisure) that need to be renewed over the next few years, which will mean that corporate support service resources (HR, Legal, Finance, Procurement, etc.) are limited for supporting this smaller contract review. In terms of IT matters, we would need to fully understand the technology landscape including current ownership and procurement options required to support insourcing this service. Additionally, the councils' IT resources are currently focused on the exit of services currently provided by Capita ahead of the contract exit in September 2025. This may mean additional, temporary resource is required, which would impact on the costs detailed in confidential **Appendix 3** (Table 1).
24. Due to the resources required to support these larger contracts, the low amount of savings that are likely to be made on the car park contract and the additional cost of £35,000 (shared with South) required to appoint a consultant to assist in preparing the specification, officers recommend that the council should not retender the contract at the present time.
25. For whichever option is agreed, there is a requirement to replace the car park 'Pay and Display' machines in 2025/26 and corporate support will be required to facilitate this.

Procurement Implications

26. The Procurement Act 2023 is due to come into effect on 26 February 2025. The Procurement Act 2023 makes substantial changes to the requirements for public bodies when procuring goods, services, and works.
27. Officers are currently reviewing the new requirements to assess their impact and amend the council's procurement processes accordingly. The new requirements appear to have some benefits, particularly the flexibility to design processes which best meet the organisation's need rather than being overly prescriptive. However, until these are put into practice, the reality of the new requirements is unknown.
28. Notwithstanding paragraph 24 above, which discounts the option of retendering the contract, should the council decide to go back to the market, and the process commences after 27 October 2024, it would fall under those new requirements. This would inevitably increase the risk to the council because it would be an unfamiliar process.

HR and Equalities Implications

29. For the in-house option, for a shared service, officers have included for 9.75 FTE (South and Vale combined) to allow for more back office PCN processing which is currently carried out by the Technical projects team leader (and so provides a saving) as it involves dealing with PCN appeals which cannot be carried out by a contractor. The enforcement would be carried out seven days per week, with staff working five out of seven days on a rota basis. These types of contracts do not currently exist at the council and if this option is agreed, the salary modelling may need amending to recognise weekend working rather than being paid as overtime. Officers have estimated an increase of five percent on normal salary to recognise this.
30. The back-office staff would handle all calls and complaints so there would be no significant impact on the shared South and Vale Customer Service Team. Confidential

Appendix 3 (Table 2) sets out the current staffing arrangements currently supplied by Saba compared to the in-house option.

31. It should be noted that if the councils continue to bring resources in-house then this will increase headcount and will eventually lead to additional cost for support services. It may also have implications for terms and conditions (T&Cs) where multiple T&Cs have to be maintained due to TUPE or where the current South & Vale T&Cs are not compatible with the types of service (e.g. seven day working over five days to ensure cover for the whole week, overtime etc)
32. Should it be decided that either the contract should be brought in-house or that the contract should be retendered, then this would have significant implications in relation to the TUPE transfer and support from HR will be required. The Saba staff would be entitled to transfer on their current T&Cs including pension arrangements and any variation would be subject to negotiation.
33. TUPE of the current Saba staff is likely to apply to all the options being considered apart from the extension of the Saba contract. There will be different roles and responsibilities in terms of consultation depending on which options is agreed. For example, insourcing to the councils will put specific duties on the councils as the future employer.
34. For privacy reasons and confidentiality reasons, Saba is unable to provide the employee liability information and pension contributions for the staff employed on the South and Vale contract. Saba are not contractually obliged to provide the employee information until the councils give notice of termination and/or retendering. Officers have therefore estimated staffing costs based on previous experience and knowledge from running the service in-house before it was outsourced to VINCI in 2016.
35. If the service was brought in-house, then HR support would be required to undertake the TUPE transfer of the staff from Saba to council employment, while the council has a duty to make the transfer of the staff full details would need to be explored and agreed as part of the TUPE process. It is important to know the current Saba T&Cs to understand what is required and what are the cost implications. It is estimated that this process will require a timetable of up to one year to allow the statutory time needed to consult with staff and this will depend on the number of staff transferring to the councils.
36. As referenced above, bringing this number of FTEs back into the organisation could be accommodated within existing support service resources including HR. However, it should be noted that the councils have several time-bound projects including the exit, or extension, of services contained within the Capita contract, replacement of the HR system and internal service restructures which would severely limit the available officer time to support this option. If a decision to insource this service be made, HR staff would need to be engage with the existing employer to plan communications and prepare a transfer plan over a three-month period prior to the date of transfer. The longer the councils have to carry this activity out would enable a better understanding the employee liability information from Saba and assess any issues and risks.
37. If the contract was retendered, then HR support would be required to assist with the transfer of staff should a new contractor be appointed. While the transfer would be between the two contractors, HR support would be required to ensure that this is undertaken correctly, and this is likely to be less resource intensive than the insourcing

option. The terms of the current contract require the information to be provided to the councils and it will be the councils' responsibility to pass this information on to other parties interested in submitting a tender to undertake the works.

38. Officers have completed an equality impact screening form and found no specific action required at this time. If a new contract is undertaken, equalities implications will need to be included within it.

Climate and ecological impact implications

39. For the option to bring the service in-house, there is potential for the council to provide car park enforcement officers with electric vehicles to travel around the districts (as included in the in-house cost estimate). This will reduce the council's carbon emissions from business mileage, as the use of fossil fuel is replaced with electricity from the grid. This may also be negotiated with Saba if their contract is extended.
40. For all options, transition to a ticketless system in the car parks, through upgrade to the ticket machines, will reduce the quantity of materials used and waste generated for current paper tickets.
41. There are some positive improvements identified, but overall, the result of the climate impact assessment tool is 'no net change'.



CHECKS

ENVIRONMENTAL	Scores	Action	Justification
GHGs	2	No action required	By specifying that the CPI have to use vehicles with
Air quality	4	No action required	By using renewable energy vehicles the effect will be long
Sustainable Transport	8	No action required	The use of renewable energy vehicles will has a lasting
Land use change	0	No action required.	The car parks will remain car parks for the use of the public
Biodiversity	4	No action required	The proposed vehicles will release less air pollutants
Soil and waterway health	0	No action required.	See answers above
Climate Change	0	No action required.	N/A
Energy Use	0	No action required.	The charging of the vehicles will use electricity from the
Sustainable Materials	0	No action required.	The electricity used to charger the vehicles will come from
Waste	4	No action required	By changing the operation of the car parks to tickless this

Key

	Significant and/or long-term positive impact identified. No changes needed.
	Slight or short-term positive impact identified. No changes needed but could be reviewed to improve.
	No net change.
	Slight or short-term negative impact identified. Review to identify possible improvements.
	Significant and/or long-term negative impact identified. Changes needed before proceeding.
	Not applicable.

Risks

42. The officer recommendation is option 2 which is to extend the current contract with Saba for two years. This assumes both South and Vale councils agreeing the extension and the term along with Saba. There is an additional risk if the councils do not agree to the same option. In this case to avoid a termination of the service exposing the councils to loss of income, reputational damage, and increased complaints.
43. In the event that an option other than the officer recommended option of contract extension is pursued by either one or both councils, this will require additional work to be undertaken. Due to already significant pressures on support services to deliver a number of existing time critical projects, this will likely require additional staffing or external resources as compared to the work associated with a contract extension, to maximise the likelihood that all projects can be delivered successfully and would therefore result in a revenue budget pressure.
44. In undertaking the work to date on car park options, officers' working assumption has been that both councils will choose the same option and a detailed costing has not been done on the impact of the councils not choosing the same option. Whilst the councils can choose different options, there is a significant risk that doing so will increase the costs of service delivery as well as negatively impacting on the efficiency of the service for each council, above that which would be incurred if the same option was chosen by both councils. It will also effectively mean that two separate projects would be running in parallel to implement the different options when, as noted above, there already a number of time critical projects under way.
45. Please see **Appendix 1** which shows benefit and risks of each of the service delivery options from October 2025.

Conclusion

46. There are advantages and disadvantages to all four options. Financially, the estimates show that bringing the service in-house would be marginally the most cost effective, however without the employee liability information and pension liabilities, this cannot be guaranteed. The Technical Services Manager has experience of providing the car park service for South and Vale as it was delivered in-house before the 5 Councils contract in 2016.
47. As the service was last tendered in 2014 as part of the 5 Councils contract, the advice from the parking consultant was to test the market and get an indication of an up-to-date cost and compare it the in-house cost. At the same time the specification could be updated to provide a more cost-effective service. Given the large number of contracts under review over the next 18 months, going through a full tender process at this time would rely on extra resources and would not guarantee a financial saving.
48. The car park service provided by Saba over the past few years has been good and the contract price proposed appears to be value for money. Extending the contract for a period of two years up to 30 September 2027 would allow time to carry out a more in-depth review of the options and create some time to review the provision of the service as a whole, including the location and provision of car parks. Corporate support service resources (HR, Legal, Finance, Procurement, etc.) are limited for supporting this

smaller contract review and therefore the officers recommendation is option 2, to extend the contract with Saba for two years.

49. Officers will consider future delivery options during the extension period to have these in place by 30 September 2027.

50. Cabinet is asked to consider the options and make a recommendation to Council.

Background Papers

- The Parking Matters report
- Guide “ANPR in local authority car parks” by the British Parking Association

Appendix 1 – Benefit and risks of each of the service delivery options from October 2025.

In considering each of the options, members should be aware of the overall risks of not having a shared service. The risks are set out in the table below.

Option	Benefit	Risks
<p>One council agrees option 1, to bring in house and the other council agrees a different option or contractual term</p>	<p>This would provide a way of comparing the different ways of providing the service and performance</p>	<p>Not having a shared service exposes the council to risks such as:</p> <ul style="list-style-type: none"> - officer time agreeing the transfer of staff from the incumbent contractor. This would be a very complicated and time-consuming TUPE process - the impact on the well-being of both contractor staff transferring to the council and those who do not transfer - IT risk as resource would be involved in the separation of the contract and equipment (hand held resources, back-office processing software and consumables) and potentially adversely impact on the Capita/IT exit project - Human Resources would be involved in the separation of the contract and so impact on the implementation of the HR information system - All discussions to date with Saba have assumed a shared service between South and Vale which shares all aspects of the service (staff resource, IT systems, materials and consumables, service contracts etc). Officers consider financial economies of scale would be lost with a contractor providing the service to just one council. - bringing the service in house would require initial training on council policies and culture as well as on-going training updates which would need to be determined during any TUPE process

		<ul style="list-style-type: none"> - an impact on the Corporate Landlord model and change to a role from contract manager to line manager for in-house staff - the time pressure to procure services such as cash collection, counting and banking arrangements, machine maintenance, consumables, handheld equipment and uniforms, pay by phone service, permit system for an in-house service (which Saba provide currently) - the lack of economies of scale in procuring all the services above for one council - implications and pressures on delivery of other key projects such as Leisure procurement process, waste depot, decarbonisation, purchase of affordable housing - the pressure on staff well being involved in multiple, time critical projects at the same time - staff permits potentially managed differently depending if parking in South or Vale - the quality of the service delivery and resilience may decrease if the councils agree to different options.
--	--	--

The benefits and risks for each of the options is shown in the table below. The estimated costs for each option are shown in confidential **Appendix 3** (Table 1)

Option	Benefit	Risks
1. Bring the	Control and Flexibility - easier to respond to changing	Councils takes on all the risks of operational

Option	Benefit	Risks
<p>delivery of the whole service in-house as shared service with South</p>	<p>requirements without need to formalise contractual variations.</p> <p>Existing staff likely to be TUPE transferred thereby maintaining knowledge base.</p> <p>Councils have previous experience of delivering the service.</p> <p>Terms and conditions likely to be better than those offered by contractor, which may improve staff retention. (Although need to understand the current Ts and Cs)</p> <p>Process to bring in-house potentially cheaper than outsourcing.</p> <p>In-house staff can deal with whole process providing a more efficient service (contractors are only legally able to deal with appeals up to 'Notice to owner' stage)</p> <p>Would allow the service to develop in line with current trends without the need to negotiate contract changes.</p> <p>More flexibility should the councils wish to re-purpose some car parks following an Asset Management review.</p> <p>The cost benefit of outsourcing part of the contract such as the ticket notice processing can be assessed in a timely manner, once in house.</p>	<p>delivery standards, service/staff delivery costs.</p> <p>Initial and ongoing staff training and development required.</p> <p>Initial costs may exceed existing budget provision for unavoidable equal pay reasons.</p> <p>Need to consider the impact on in house resources to deliver the TUPE and also potentially the ongoing increase in resources if the staff numbers are considerable, this is most likely to be required where multiple individual contracts have a cumulative effect.</p> <p>Existing staff may not transfer and council has to recruit and train new staff.</p>

Option	Benefit	Risks
<p>2. Extension of the current Saba contract</p>	<p>Saba has provided an 'excellent' service to date as judged by joint scrutiny committee for 2023/24.</p> <p>Saba has provided an updated offer which includes:</p> <ul style="list-style-type: none"> - Holding the contract cost from 1 April 2025 to start of the extension on 1 October 2025 - Real living wage to all staff for at least one year - An updated business intelligent dashboard which will help to increase effectiveness of civil enforcement officer (CEO) deployment. - A new incident reporting tool accessed by the CEOs to report incidents in real time. - Mobile air quality monitoring in car parks by CEOs - Introduction of a new pay by phone app by leading supplier with additional benefits and services coming soon such as such as fuel locator and EV charging points - Help with procurement of new car parking machines. - Supply of a fully sustainable uniform <p>Workload for retendering contract minimised in a period with lots of other major contracts terminating (Biffa, GLL, Capita).</p>	<p>This will need a contract variation and confirmed by 31 October 2024.</p> <p>If each council decide a different option, the risk is Saba do not agree to extend the contract for one council and alternative options would have to be considered.</p> <p>Risk of contractor cost increasing for ad hoc requests.</p> <p>Civil enforcement officers will continue to use petrol and diesel vehicles to move around the district unless officers can agree a contract variation to use electric vehicles.</p> <p>Contractor will build a profit and overheads into total costs.</p> <p>Risk of staff turnover due to less favourable terms and conditions compared with in-house.</p> <p>Contractor risk of going into administration or being acquired. Potential perception issue in using contractor. Council reputation may be linked to the contractor. (At same time Council can distance itself from bad publicity if a contractor delivers the service).</p> <p>The process would not test the market to see if the council was achieving best value.</p> <p>Does not pass all the risks to the contractor.</p>

Option	Benefit	Risks
	<p>Specialist service providers bring industry best practice and innovation.</p> <p>Saba has skilled and experienced staff who are fully conversant with current parking legislation.</p> <p>Existing staff would likely remain so maintaining knowledge base.</p> <p>Existing Senior managers are experienced parking professionals.</p> <p>No change to the current contract or relationships that manage the contract.</p> <p>The contract would remain the same although Saba had identified some processes within their formal offer that could be implemented.</p> <p>Known cost that are within the budget for 2024/25.</p> <p>A two-year extension provides time for officers to consider any changes to the car park service and explore the options in more detail.</p>	<p>Council still must appoint staff to deal with representation under CPE.</p> <p>Negotiations with Saba would have to take place to agree a variation to the current contract to allow the extension clause to be implemented.</p> <p>Saba has provided a good offer but final negotiations with Saba would have to take place to agree a variation to the current contract to allow the extension clause to be implemented.</p> <p>Saba have offered to pay all staff at least the Real Living Wage in year one but are not able to commit any further. They are not obliged to meet the council request to pay staff of at least the Real Living Wage which would be a requirement in a new contract.</p>
<p>3. Contracted Day-to day delivery of the car park is entirely</p>	<p>Specialist service providers may potentially bring more knowledge on industry best practice and innovation.</p>	<p>Accurate contract specification required. Budget for a consultant has been included as part of the 24/25 budget setting process.</p>

Option	Benefit	Risks
<p>delivered by a contractor appointed by the authority.</p>	<p>Existing staff likely to be TUPE transferred to new provider thereby maintaining knowledge base.</p> <p>Full risk transfer of requirements included in contract specification.</p> <p>It would test the market costs which have not been tested for nine years.</p> <p>Opportunity to make changes to the contract, to ensure that the service delivery meets with current trends.</p> <p>Saba have provided a cost to extend the contract which could provide a guide to the expected price within the market, and which can be used to compare against other options.</p>	<p>Risk of contractor cost increasing for ad hoc requests.</p> <p>Tender process time consuming and potentially costly.</p> <p>Building a relationship with a new provider may take time.</p> <p>Councils would still have to have staff to deal with representation post 'Notice to Owner' stage under CPE.</p> <p>Contractor will build profit and overheads into total costs.</p> <p>Risk of staff turnover due to less favourable terms and conditions compared with in-house.</p> <p>In house resource required to consider the implications of the staff transfer under TUPE.</p> <p>Contractor risk of going into administration or being acquired. Council reputation may be linked to the contractor.</p> <p>The culture of employment is likely to be about delivering a profit, the conditions of employment are unlikely to be as attractive as the councils.</p> <p>There is no guarantee that the price for the service would be less than the current payment.</p>

Option	Benefit	Risks
		<p>The cost of this option would not be known until the tender process is completed and evaluated. Costs could exceed existing budget provision.</p>
<p>4. Third Party Agreement (Work with OCC) - Day-to day delivery is entirely delivered by a contractor jointly appointed with OCC</p>	<p>More efficient use of existing patrol staff may bring cost savings, as OCC already enforce on-street through a contractor in the towns in South and Vale. This means civil enforcement officers would enforce both on-street and off-street parking with one patrol.</p> <p>Existing staff likely to be TUPE transferred thereby maintaining knowledge base.</p> <p>Creation of larger operation with economies of scale which should be more attractive to contractors and provide potentially greater client-side management experience.</p> <p>Increase in visibility of officers patrolling same area, in same uniform, may improve compliance and hence revenues.</p> <p>Full risk transfer of requirements included in contract specification.</p> <p>OCC should be able to identify a cost for them providing the service, as they have recently been out to tender to bring in the Cherwell Parking service and prepared the contract to allow other operations to be added in the future with all parties agreement.</p>	<p>Need precise contract specification and client-side arrangements.</p> <p>Risk of contractor cost increasing for ad hoc request and additional work.</p> <p>Changes to contract and agreement can be time consuming and potentially costly.</p> <p>Need to build a new working relationship with OCC.</p> <p>Contractor will build a profit and overheads into costs.</p> <p>Risk of staff turnover due to less favourable terms and conditions compared with in-house.</p> <p>In house resource required to consider the implications of the staff transfer under TUPE.</p> <p>Council would still have to appoint staff to deal with representation under CPE.</p> <p>Contractor risk of going into administration or being acquired. Potential perception issue in using contractor. Council reputation may be linked to the contractor. (At same time Council can distance itself from bad publicity if a contractor delivers the</p>

Option	Benefit	Risks
	<p>Reduced carbon footprint for the for the councils (OCC and S&V) overall as service for both on-street and off-street carried out by same staff</p>	<p>service).</p> <p>Potential loss of local knowledge from downsizing due to operational efficiencies in enforcing both on-street and off-street parking with one patrol.</p> <p>Needs strategic alignment from both councils.</p> <p>The agreement of a specification would require additional resource.</p> <p>Potential to be least expensive option due to shared staff economies between on and off-street services, although many of the contracted services issues around the conditions of employment still exist.</p> <p>The timeframe for these discussions with OCC is unknown, however it is not anticipated that this will be prolonged as OCC already have prices and mechanisms having reached a similar agreement with another local authority.</p> <p>Costs could exceed existing budget provision.</p>

Appendix 2 Vale Car Park Income April 2023 to March 2024

	Car park	Income 2023/24 from fees (£)	Income from PCNs (£)	Permit Income (£)	Regular bays (no.)	Disabled bays (no.)	Motor bike bays (no)	Total bays (no.)	Other No of Electric Charging bays
1	Abbey Close Abingdon	£45,377.92	£1,140.00	£13,973.64	75	4	1	80	0
2	Audlett Drive Abingdon	£14,327.79	£653.00	£5,529.17	98	3	0	101	16
3	Cattle Market Abingdon	£47,699.75	£1,235.00	£11,438.33	69	3	1	73	10
4	Civic Abingdon	£85,599.71	£4,339.00	£0.00	65	6	0	71	0
5	Hales Meadow Abingdon	£19,432.25	£845.00	£149.17	16	2	0	18	5 Motor Home Bays and a coach drop off bay
6	Rye Farm Abingdon	£92,547.25	£2,398.00	£7,280.00	121	6	0	127	0
7	West St Helen Street Abingdon	£92,800.75	£5,936.00	£21,703.33	107	6	1	114	12
8	Charter Level 1 and2 Abingdon	£36,532.50	£9,189.50	£40.00	56	13	0	69	0
9	Gloucester Street Faringdon	£12,953.21	£1,685.00	£3,700.00	49	2	0	51	0
10	Southampton Street Faringdon	£5,364.00	£3,203.00	N/A	59	4	1	64	12
11	Limborough Road Wantage	£8,704.42	£300.00	£3,331.90	34	0	0	34	0
12	Mill Street Wantage	£13,959.87	£1,384.00	£4,035.83	34	2	0	36	0
13	Portway Wantage	£81,537.42	£4,503.00	£8,268.33	121	7	1	129	12
	TOTAL	£556,836.83	£36,810.50	£79,449.71	904	58	5	967	62
	Total Income from Vale Car Parks	£673,097.03							

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted