

## Environmental Enforcement Draft Service Schedule

### 1. Scope of Service

The provision of an environmental enforcement service contract with an experienced company to address environmental misdemeanours to potentially include littering, fly tipping, fly posting, and other environmental offences within the Borough of Northampton

*Table of offences*

Legislation	Offence
Environmental Protection Act 1990 Section 87	Throwing down or depositing any litter
Environmental Protection Act 1990 section 47	Failure to comply with a notice specifying receptacles for the storage of commercial or industrial waste.
Environmental Protection Act 1990 section 33	Depositing or knowingly causing or permitting the unauthorised deposit of controlled waste on land otherwise than in accordance with a licence

### 2. Powers

*Table of Powers*

Legislation	Powers
Environmental Protection Act 1990 section 88	The issue of a notice offering the opportunity to discharge liability to conviction for a littering offence by the payment of a fixed penalty.
Environmental Protection Act 1990 section 47AZ	The issue of a notice offering the opportunity to discharge liability to conviction for an offence under section 47 of Environmental Protection Act 1990.
Environmental Protection Act 1990 section 33A	The issue of a notice offering the opportunity to discharge liability to conviction for an offence of depositing or knowingly causing or permitting the unauthorised deposit of controlled waste on land otherwise than in accordance with a licence.

### 3. Term

Initial contract period of 3 years with the option to extend the contract at the option of the Council for a further period or periods of up to 2 years.

#### **4. Service Requirements**

- To provide an enforcement service for littering and environmental misdemeanours in the Borough of Northampton.
- To issue fixed penalty notices to offenders.
- To deal with the administration of the fixed penalty notices and payment;
- To provide an appeals facility and in cases of non-payment provide prosecution ready case files for action by the Council in such format approved by the Council.
- To provide an enforcement service on a zero net cost basis to the Council. The service must be funded by the receipts received from the service of fixed penalty notices.
- Have the ability to expand to add further services, for example, patrols in specified areas, waste and fly tipping enforcement.
- Enable the services to be managed in a flexible manner in order to respond to specific demands of the Council.

#### **5. Working Methodology**

It is proposed that

- The Council together with the contractor will identify the areas within the Northampton Borough to be patrolled. The final decision on the areas to be patrolled and frequency will be determined by the Council. The main focus of the service will be on the town centre area but there will be an expectation that a proportion of resources are utilised outside of the town centre core.
- The contractor will be expected to provide a service Monday to Sunday between the hours of 07:30 and 19:30 (maximum 8 hours per day).
- The contractor will provide sufficient staff both to undertake the service and to manage the service.
- The staff shall have sufficient qualification, experience and skills to undertake the service.
- The contractor will ensure that all staff undertaking the service are fully trained, Security Industry Authority (SIA) (or equivalent) licensed and in receipt of DBS checks.

- The contractor will ensure that its staff receive appropriate training. This shall include training on health and safety, legislation, customer service, data protection and equalities and diversity.
- The contractor will ensure that its staff patrol the areas as directed by the Council.
- The contractor will provide its officers with uniforms with agreed branding.
- The contractor will provide mobile phones or other means of communication to its staff and management staff as appropriate.
- The contractor will issue all its staff with Body Worn Cameras to be used only when interacting with members of the public for evidence gathering purposes.
- The contractor will ensure that its staff carry out enquiries and use their best endeavours to source accurate identification details from offenders before issuing the fixed penalty notice.
- The contractor will provide statistical information as requested by the Council.
- The contractor will not issue fixed penalty notices to any person under the age of 18 years unless specifically authorised to do so in writing by the Council.
- The contractor will provide details to the Council of all offenders aged under 18 years or details of those offences where there has been a failure to issue a fixed penalty notice.
- The contractor will not issue fixed penalty notices to any person who appears to lack capacity to understand the process due to mental illness, learning difficulty or other condition.
- The contractor will use its best endeavours not to issue fixed penalty notices to persons whereby the issuing of the notice could generate negative publicity for the Council.
- The contractor will, raise witness statements from the contemporaneous notes on the fixed penalty notice and pocket notebook in respect of unpaid fixed penalty notices.
- The contractor will ensure that its staff attend Court as requested, at the contractor's expense.

- The contractor will, on termination of the Agreement, provide witness statements for all outstanding proceedings for fixed penalty notices which remain unpaid at the expiry of the Contract, to assist any transition to a new provider. This will include ensuring that all relevant staff are available to attend Court as required, at the contractor's cost.
- The Contractor will keep case records and retain all relevant information including information obtained via the Body Worn Camera for a period not exceeding 90 days after the date on which the Council has compiled its prosecution file relating to the information in question.
- The contractor will provide copies of body worn camera footage as and when requested by the Council, to assist with the management of complaints.
- The contractor will engage with any members of the public in a professional, courteous and helpful manner with due care and consideration.
- The contractor will ensure that its staff undertaking the service, wear ID at all times.

## **6. Management & Reporting**

- The contractor's manager/supervisor shall be accessible to the Council to address service issues during the hours of operation of the service.
- The contractor's manager/supervisor will meet with the Council to discuss strategic and operational issues and to complete any paperwork relating to relevant legal proceedings on a two weekly basis.
- The contractor will not set targets with regard to the number of fixed penalty notices to be issued.
- The contractor shall not pay its employees any form of commission and/or bonus that is linked in any way to the number of fixed penalty notices issued by individual officers.
- The contractor shall undertake regular reviews of its staff and conduct annual appraisals to include a general review of performance to include a review of any complaints received.
- The contractor shall provide on a quarterly basis, a full report covering the number of offences where fixed penalty notices have been issued and their locations.

- Provide on a quarterly basis, a report covering the number of formal complaints received by the contractor, the time taken to respond, method of response and complaint outcomes.
- Provide a full report summarising any issues raised at the two weekly coordination meetings referred to above, by the date of the next meeting.
- The contractor is required to attend any meetings with the Council convened to discuss complaints and attendance at these meetings will be at the contractor's expense.