

**CIVIL PARKING ENFORCEMENT – SERVICE LEVEL AGREEMENT WITH WYCHAVON DISTRICT COUNCIL**

Relevant Portfolio Holder	Councillor Brandon Clayton
Portfolio Holder Consulted	Yes
Relevant Head of Service	Simon Parry - Head of Environmental and Housing Property Services (Interim)
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Wards Affected	All Wards
Ward Councillor(s) consulted	No
Relevant Strategic Purpose(s)	Communities which are safe, well maintained and green
Non-Key Decision	
This report contains exempt information as defined in Paragraph 3 of Part I of Schedule 12A to the Local Government Act 1972, as amended	

**1. RECOMMENDATIONS**

**The Executive Committee RESOLVE that: -**

- 1.1 The Council enter into a Service Level Agreement (SLA) with Wychavon District Council for the continuation of the management of Civil Parking Enforcement (CPE), commencing April 2024, for a period of 5 years, with an annual review of outputs and outcome.**
- 1.2 Authority be delegated to the Head of Environment and Housing Property Services and the Head of Legal, Democratic and Property Service to finalise the SLA arrangements.**
- 1.3 The interim Head of Environmental and Housing Property Services produces a report and business case for the expansion of the service, as identified in 1.1, to provide additional enforcement officers for consideration by the Executive at a future meeting.**

**The Executive Committee RECOMMEND that: -**

**1.4 An additional budget of £27k for CPE be included in the Medium-Term Financial Plan for future years, which is to include an annual inflationary uplift, determined by the Consumer Price Index (CPI), if applicable, agreed by the level published by the Office for National Statistics, or any relevant successor body, for the preceding year.**

**2. BACKGROUND**

2.1 Redditch Borough Council (RBC) has taken responsibility for the enforcement of On-Street Traffic Regulation Orders (TROs) since CPE was introduced in RBC on 24 March 2009.

2.2 WDC have been contracted under an SLA to manage CPE on behalf of BDC for the last 10 years. This current SLA has now come to an end.

2.3 It is proposed that under an SLA, Wychavon District Council's (WDC) responsibilities should include Overall Management of the Parking Service for both on and off-street enforcement and liaison with County Council Highways together with the following non exhaustive list

- Recruitment, management and training of the Civil Enforcement Officers (CEOs) (1.5 posts),
- Full administration service including general enquiries, challenges, appeals and adjudication (0.5 posts)
- Recovery of the outstanding Penalty Charge Notices (PCNs) (including warrant instructions)
- Issuing Parking Dispensations
- School Patrols following liaison with school staff
- Disabled Blue Badge inspections
- DVLA Audits
- Various reporting including PCNs issued

2.4 Future plans for the service may include the introduction of dropped kerb enforcement, civil littering fines as well as reviewing the potential introduction of the National Parking Platform which seeks to simplify and improve the customer journey by allowing customers to use their preferred service provider app to find and pay for their parking at any participating location.

2.5 This has operated as a shared service with Redditch Borough Council, undertaken by WDC for the last 10 years and as such WDC are able to offer savings in management and operating costs.

- 2.6 Typically WDC operate a 10-year SLA with other Authorities that they provide the Service for, however in this instance, a 5-year agreement is proposed, which will provide a level of assurance for employees and service delivery in the medium term. Any shorter length of agreement would impact negatively on the continued service and recruitment of CEOs given some historical issues related to successful recruitment and retention of people within these posts.

**3. FINANCIAL IMPLICATIONS**

- 3.1 All District/Borough Authorities that undertake CPE, acting under an agency agreement with Worcestershire County Council (WCC), have been in detailed discussions with WCC, to agree that some financial assistance is provided by WCC to such Authorities, where the annual income from the issue of PCNs does not meet the Authority's costs for undertaking that service. One of the main outcomes of CPE is that drivers will learn over time that contravening TROs unfortunately results in a financial burden on themselves, and consequently more drivers will adhere to TROs. However of course, such a successful outcome results in a reduction of income, that participating agent Authorities strongly feel should not result in them having to subsidise themselves if such a financial working deficit results. Discussions are continuing.

**4. LEGAL IMPLICATIONS**

- 4.1 The legal framework for enforcement authorities in England comprises Part 6 of the Traffic Management Act 2004.
- 4.2 It is proposed that the new SLA is set up as a 5-year agreement with an annual review of outputs and outcomes.

**5. STRATEGIC PURPOSES - IMPLICATIONS**

**Relevant Strategic Purpose**

- 5.1 **Communities which are safe, well maintained and green** – By undertaking CPE of all TROs implemented by WCC, will ensure the safety of road users and pedestrians. Traffic flows are maintained thereby avoiding unnecessary congestion. Enforcement outside schools enables children and parents to enter and leave school safely.

**Climate Change Implications**

- 5.2 There are no Climate Change implications in renewing the SLA. However, by introducing the MiPermit virtual permit system has

resulted in reduced amount of paper required for Residents' Parking Permits.

**6. OTHER IMPLICATIONS**

**Equalities and Diversity Implications**

- 6.1 There are no Equalities and Diversity implications arising from this report.

**Operational Implications**

- 6.2 By renewing the existing SLA with WDC no Operational implications will be involved.

**7. RISK MANAGEMENT**

- 7.1 Failure to undertake CPE could result in reputational damage to the Authority and contravene the CPE agreement with WCC.
- 7.2 The alternative to agreeing to WDC to continue with CPE, is to engage an external Company through a Tender process to provide such services. However, the appointment of an external Contractor would inevitably result in them being inflexible to undertake the periodical patrol requests made by Officers and Members alike. WDC have always been willing to direct their CEOs to patrol certain sites of concern, which have been identified as requiring additional attention in the short term. An external Contractor would presumably prefer to adopt more stringent patrol routes to ensure that their CEOs meet any determined targets set out by the Company.
- 7.3 Attendance at schools by CEOs during crucial hours is a continued requirement, particularly by Members, to try and ensure that parents/guardians when dropping off/picking up their children do act in a manner that does not put children's safety at risk, and also respects residents' vehicular access facilities. As parents/guardians' vehicles are usually not left unattended during these periods, PCNs cannot be issued where TROs are being contravened, as the driver will merely move away when sighting a CEO. Again, an external Contractor would be unlikely to be readily accept such requirements, as such attendance requests are made sometimes at short notice. The non-issue of PCNs at these facilities may also prove averse to the Contractor's set targets for their CEOs.
- 7.4 Through initial discussions with WCC they are not prepared to fund any shortfalls in the cost of on street enforcement. In turn Districts will therefore need to consider the following options

1. Deliver on street enforcement service within budget provided by CPN income.
  2. Subsidise on street enforcement to continue delivering existing or enhanced service
  3. Serve notice on County to terminate agreements. County will then need to reflect on whether it will fund any on street enforcement
  4. Re-negotiate existing agreement (in combination with options 1 and 2 above)
- 7.5 Without suitable parking being made available local businesses trading within the town/area will suffer

**8. APPENDICES and BACKGROUND PAPERS**

Appendix 1 – Exempt Information