

EXECUTIVE 17 DECEMBER 2014

**CIVIL ENFORCEMENT: PROPOSAL TO DELIVER PARKING
ENFORCEMENT IN HOUSE
REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY DIRECTION)**



Hinckley & Bosworth
Borough Council

A Borough to be proud of

WARDS AFFECTED: HINCKLEY AND MARKET BOSWORTH

1. PURPOSE OF REPORT

- 1.1 To seek Executives approval to run the Car Parks Enforcement Service in house from April 1 2015.

2. RECOMMENDATION

- 2.1 That Executive approves the termination of the parking enforcement arrangements with Harborough District Council.
- 2.2 That Executive approve the establishment of in house civil enforcement provision as outlined within the report.
- 2.3 That Executive agree the budget changes as agreed in the financial implications section of this report.
- 2.4 That Executive delegate authority to the Head of Street Scene Services and the Executive lead for car parks to implement these changes.

3. BACKGROUND TO THE REPORT

- 3.1 Civil enforcement across Leicestershire is currently provided in partnership by the Leicestershire Parking Partnership which consists of the 7 district councils and Leicestershire County Council in accordance with the Joint Working DPA Agreement Relating to the Decriminalised Enforcement of Parking in Leicestershire ("the DCE Agreement"). This Agreement does not contain the detailed arrangements for the Enforcement by each district or borough, but assumes each will be responsible for its own arrangements and that Leicestershire County Council is responsible for providing the notice processing (processing of fines for parking contraventions).
- 3.2 Under a separate agreement with Harborough District Council dated 12 September 2009 ("Enforcement Services Agreement") Hinckley's Enforcement Services are undertaken by Harborough who provides 1.7 FTE Civil Enforcement Officers for the purposes of enforcement of off-street parking at HBBC car parks.
- 3.3 On Street parking enforcement is the responsibility of LCC and is not affected by the recommendations contained within this report.
- 3.4 To reduce costs, Officers propose that Enforcement Services Agreement with Harborough District Council is terminated and that HBBC employ the Civil Enforcement Officers directly and run the service in house. The savings are detailed in section 4 of this report. No changes are proposed to the processing of fines by Leicestershire County Council as HBBC could not currently deliver this more efficiently. Notice was given to Harborough District Council on 27 March 2014 of the intention to leave the partnership as of 31 March 2015.
- 3.5 To reflect the reduction in car parking provided by HBBC (following the closure of car parks for the Bus Station redevelopment), a reduction from 1.7 FTE Civil Enforcement Officers to 1.4 FTE is proposed.

- 3.5 To reflect the residents' priority for clean neighbourhoods, the Civil Enforcement Officers will also be authorised to issue fixed penalty notices for environmental crimes such as dog fouling and littering including the new powers under the Antisocial Behaviour Crime and Policing Act 2014.
- 3.7 In order to continue to work efficiently with the Leicestershire parking partnership it is proposed that all enforcement officers (on and off street) continue to be based within the Hinckley Hub; that equipment continues to be shared; and that HBBC staff issue PCN's for on street offences when they see them for a fixed fee (to be agreed with LCC).
- 3.8 A car park enforcement policy will be developed to ensure fair and consistent enforcement across HBBC's car parks. This will reflect the Parking Places Order which is the legal basis for all enforcement and adhere to the procedure in the DCE Agreement (see legal implications).
- 3.9 This proposed change also gives HBBC flexibility to change enforcement priorities and practices quickly to reflect parking behaviour and environmental crime. This increased responsiveness will enable the more efficient deployment of our staffing resources.
- 3.10 Parking enforcement was previously run in house by HBBC and the capacity and expertise necessary to employ our own enforcement officer's remains.

4. FINANCIAL IMPLICATIONS [IB]

- 4.1 Harborough District Council currently charge for processing fines. The budget for 2014/15 is £58,000. In 2015/16 this is estimated to increase to £61,650. If the service was run by HBBC, the estimated cost including support services would be £53,310 annually. There would also be one off costs in 2014/15 of £100. The cost breakdown is summarised below.

	2014/15	2015/16	Comment
	£	£	
Salary Costs	0	43,080	1.7 employees and reallocation of duties.
Overtime	0	500	
Other Employee Costs	100	200	
Fuel	0	300	
Supplies and Services	0	1,670	Equipment, Uniforms, Telecommunications etc
Support Service Costs	0	7,560	HR, Finance, Accountancy & Accommodation
Total Costs	100	53,310	

- 4.2 The estimated saving in 2015/16 based on the current 2014/15 budget is £4,690. Based on the estimated charge for 2015/16 the saving would be £8,340.
- 4.3 Additional savings would arise from the reallocation of support service costs. These are estimated to be £5,670 for the General Fund and £1,890 for the HRA.

5. LEGAL IMPLICATIONS [EH]

- 5.1 The Leicestershire Parking Partnership is governed by the DCE Agreement and commenced in July 2007 when parking enforcement was decriminalised and local authorities became responsible for parking enforcement. It is not proposed that we withdraw from this agreement, we would still be a member of the Partnership and utilising the Central Processing Unit and governed by the agreements in that agreement with regards to the Parking Board in relation to policy development, consultation and other matters.
- 5.2 The Enforcement Agreement with Harborough District Council is the agreement which is proposed for termination. In accordance with clause 4.2 and 4.3 this agreement can be terminated with 12 months written notice.
- 5.3 Under clause 4.5 and 17.5 of the Enforcement Agreement we are liable upon termination to pay to Harborough District Council a reasonable proportion of its exit costs incurred, including any staffing costs. It is not set out in the agreement what these costs are so they would be for the parties to negotiate them (if any).
- 5.4 By operation of clause 8.1 and 8.5 TUPE applies to this agreement and we will be required to comply with any obligations under TUPE as a consequence of bringing the service back in house. This may mean as a consequence of termination there is a requirement to transfer over to HBBC staff from Harborough District Council who provided the service. The process for compliance with this obligation is set out at clause 8.5 of the agreement.
- 5.5 Under the DCE Agreement there are obligations we will need to ensure our officers comply with, including the Operation Procedures for Enforcement – which contains the way the service should be conducted. This document is approved by the Parking Board and under the DCE Agreement we are required to ensure compliance with this, along with other provisions and procedures, including financial procedures.

6. CORPORATE PLAN IMPLICATIONS

- 6.1 Car parks contribute to a vibrant economy, and parking enforcement ensures car parks are used appropriately, deters incorrect usage, deters non payment of pay and display charges, and ensures a turnover of vehicles to ensure spaces are available for users.

7. CONSULTATION

- 7.1 LCC and Harborough District Council have been consulted on the changes.

8. RISK IMPLICATIONS

- 8.1 It is the Council's policy to proactively identify and manage significant risks which may prevent delivery of business objectives.
- 8.2 It is not possible to eliminate or manage all risks all of the time and risks will remain which have not been identified. However, it is the officer's opinion based on the information available, that the significant risks associated with this decision / project have been identified, assessed and that controls are in place to manage them effectively.
- 8.3 The following significant risks associated with this report / decisions were identified from this assessment:

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner
Reduced resilience if long term staff absence.	Proactively manage absence in line with corporate procedures. Utilise agency / increased hours to cover long term vacancies – supplementary budgets may be necessary if long term absence occurred.	Caroline Roffey
Knowledge of parking enforcement matters.	Refresher training for car parks officer. Remain part of the Leicestershire parking partnership and continue membership of the British Parking Association.	Caroline Roffey
Capacity to effectively supervise enforcement officers and manage parking enforcement	Ensure Officer given sufficient time to establish effective staff and procedures at the start of this project, and then ongoing	Caroline Roffey / Jackie Lee

9. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

9.1 This proposal does not affect the service delivered to the public, only the method of delivery.

9.2 Enforcement is minimal on car parks where no charges are made (in the rural areas).

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications – agreements will be put in place to share IT with HDC
- Asset Management implications
- Human Resources implications

As the council is bringing a service back in house then TUPE does apply. In terms of the number of employees in scope to transfer - HR has been advised that currently Harborough are carrying excess vacancies for the service. Furthermore HR has been advised that the operational managers at Harborough and HBBC have had dialogue and agreed that there will 0 staff in scope to transfer due to vacancy levels.

There is a small risk however that when consultation commences with those staff concerned they may invoke a right to transfer under TUPE to HBBC. This is not clear at this stage.

Planning Implications

- Voluntary Sector

Background papers:

Contact Officer: Rob Parkinson
Executive Member: Councillor Stuart Bray