

# Chichester District Council

THE CABINET

7 November 2017

## Provision of a Parking Enforcement Service

### 1. Contacts

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### 2. Recommendation

- 2.1 That the Cabinet approves the continuation of the Agency Agreement for on-street parking enforcement plus the additional duties set out in para 3.2 of the agenda report with West Sussex County Council for a further six years commencing on 1 April 2018.**
- 2.2 That the Cabinet grants delegated authority to the Head of Commercial Services to agree on the final terms of the Agency Agreement.**

### 3. Background

- 3.1 Civil Parking Enforcement (CPE) was introduced by the Traffic Management Act 2004 (TMA) and relates to the removal of on-street parking offences enforced by the Police and their Traffic Wardens from criminal law and transferring them into civil law, where they are enforced by local authority employed Civil Enforcement Officers (CEO's). This change was implemented in Chichester in 2010, when the responsibility for on-street enforcement passed from the Police to the Highway Authority. West Sussex County Council (WSCC), as with most Highway Authorities, passed this work onto Chichester District Council (CDC) as the Local Authority responsible for off-street parking under an Agency Agreement, with CDC amending its off-street Parking Order to comply with the Traffic Management Act.
- 3.2 CDC signed an Agency Agreement with WSCC in 2010, which provided the authority with the power to enforce on-street on their behalf. This agreement was for a period of six years, with an extension provided for a further two years. In 2015 the authority agreed to a deed of variation of the contract which included the provisions for CDC to act on behalf of WSCC in the maintenance, procurement and collection of charges for on-street parking, along with carrying out and dealing with administrative and reporting requirements in relation to approved remedial works of on-street signs and lines of a minor nature.
- 3.3 The Agreement expires, after its extension lapses, on 31 March 2018. All districts and boroughs across the county have the delegated authority to undertake parking enforcement on behalf of WSCC through this type of agreement.

- 3.4 WSCC has requested that CDC sign up to another Agency Agreement for a period of five years, with the potential to extend by a further period of up to four years.

#### **4. Outcomes to be Achieved**

- 4.1 To provide a single integrated parking service, combining on-street and off-street management and enforcement. To provide the effective enforcement of parking controls. To be self-financing with any surpluses arising from the enforcement regime on-street used to improve parking facilities, to provide passenger transport improvements and other approved transport and environmental improvements, within the District in which the surplus accrued.

#### **5. Proposal**

- 5.1 The Agency Agreement has been considered by relevant Officers of CDC. Officers propose that CDC signs the Agreement. The main points of the Agency Agreement are:

5.1.1 WSCC will pay CDC an agreed sum each year to fulfil the requirements of the Agency Agreement.

5.1.2 Any integrated operation between on-street and off-street parking enforcement and controlled parking zone income shall be kept financially separate.

5.1.3 All revenue collected in regard to CDC's off-street parking shall belong to CDC and all revenue collected in regard to WSCC's on-street parking shall belong to WSCC. Neither party will have a claim to the others revenue unless where expressly agreed.

5.1.4 Either party may terminate the agreement on twelve months written notice.

5.1.5 The discharge of WSCC functions shall be cost neutral to the CDC.

#### **6. Alternatives Considered**

- 6.1 Not to engage with WSCC through the Agency Agreement. This would not bring about the desired aspiration to continue to provide an integrated parking service across the district and would not assist with providing the effective, consistent enforcement of parking controls.

#### **7. Resource and Legal Implications**

- 7.1 The Agency Agreement does not propose any departures from the existing arrangement and therefore it is not considered that resources should be affected. Discontinuation of the arrangement would, however, be detrimental to our position as a proportion of overheads are recovered from WSCC. Assistance from Legal Services will be required to finalise the agreement.

## 8. Consultation

- 8.1 Formal consultation is not required for the acceptance of this Agency Agreement. Discussions have been held between CDC and WSCC relating to this proposed Agreement.

## 9. Community impact and corporate risks

- 9.1 An integrated parking enforcement service in the community helps to provide the free-flow of traffic and to ease potential congestion and is therefore of benefit to the community.

## 10. Other Implications

Are there any implications for the following?		
	Yes	No
<b>Crime and Disorder</b> The Agency Agreement continues to provide a mechanism for enforcement of parking contraventions.	X	
<b>Climate Change</b> There are no significant climate change issues that need to be considered, although proper on-street enforcement should ensure that traffic management is improved, congestion reduced, with a positive impact on car emissions of vehicles.	X	
<b>Human Rights and Equality Impact</b> The continuation of the agreement provides a mechanism for appeals against Penalty Charge Notices.	X	
<b>Safeguarding and Early Help</b>		X
<b>Other</b> (please specify) eg biodiversity		X

## 11. Appendices

- 11.1 None

## 12. Background Papers

- 12.1 None