

Chichester District Council

FULL COUNCIL

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Litter Enforcement Contract Renewal

1. Contacts

Report Author:

Simon Ballard – Environmental Protection Manager
Telephone: 01243 534694 E-mail: sballard@chichester.gov.uk

Cabinet Member:

Penny Plant - Cabinet Member for Environment and Chichester Contract Services
Telephone: 01243 514034 E-mail: pplant@chichester.gov.uk

2. Recommendation

- 2.1 That the Inter Authority Agency Agreement relating to the provision of Environmental Enforcement Services with East Hampshire District Council be replaced on its expiry by a Deed of Delegation and as such the Chief Executive to use her constitutional delegation to enter into a Deed of Delegation of three years duration.**

3. Background

- 3.1 The Council is a Principal Litter Authority and has a duty to keep relevant land in the open air, to which the public have access, clear of litter and debris (as per the Environmental Protection Act 1990). Litter includes the dropping of cigarette butts, chewing gum, dog fouling and dog poo bags.
- 3.2 In April 2017 Central Government produced a Litter Strategy for England, encouraging action from local authorities and other organisations to improve the environment; using communication campaigns, targeted enforcement and a review of infrastructure.
- 3.3 Following a successful pilot trial in 2017/2018 the Council entered into an inter-authority agency agreement (a 'Section 101 Agreement') with East Hampshire District Council (EHDC). This agreement effectively out-sourced the Council's litter enforcement and enforcement in relation to the Public Space Protection Order Dog Control. EHDC provide a similar service to seven other local authorities and an audit of litter levels in Chichester before and after the Agreement witnessed a significant drop in the amount of litter picked up by Chichester Commercial Services.
- 3.4 In order to enable officers of EHDC to enforce within Chichester District, Cabinet resolved to; note the intention of the Chief Executive to use her s.10 (2) constitutional delegation to discharge certain litter enforcement functions to the East Hampshire District Council under powers granted to the authority under s.101 of the Local Government Act 1997. The current Agreement will terminate on 28 February 2021

and as such the recommendation to Council is that the Agreement be replaced on its expiry by a Deed of Delegation (DoD) and, that, the Chief Executive again uses her constitutional delegation, as described above, to enable a DoD of three years duration. The new DoD is substantively the same as the existing Agreement and Legal Services advise that it makes no difference to the effect of the agreement between the authorities.

- 3.5 The Agreement provides for two trained, uniformed EHDC enforcement officers, working as a pair, to carry out enforcement in Chichester District three days/week with the flexibility to increase the number of enforcement days on request. The business model (described at para 3.6) for this work means that the service is designed to be revenue neutral to the Council. As such it has provided an effective enforcement presence, dealing mainly with littering and dog fouling, that would otherwise not be possible within existing Council resources (without significant detriment to other aspects of service delivery). Suitably empowered officers of the Council also retain the ability to offer enforcement in this regard. The Appendix details the numbers of FPNs issued under the current Agreement.
- 3.6 On witnessing littering or dog fouling EHDC enforcement officers issue a Fixed Penalty Notice (FPN) to the offender. The FPN is £75 for littering and £75 for dog fouling per offence with the cost rising to £100 after 14 days unpaid. The Council pay EHDC £250 per day per officer but by way of payment for service provision CDC keeps the first four FPN payments per day per officer and for any FPN's issued in excess of four per officer per day EHDC receives £25/FPN and the Council receives the balance.
- 3.7 The EHDC enforcement officers receive high levels of training which is under constant review informed by lessons learnt from reviewing the footage from body-worn video cameras that they wear. All complaints are dealt with by EHDC and the Council has a minimum age of 18 years old for any person who can be issued an FPN. EHDC also provide the enforcement and prosecution of offenders who fail to discharge the offence via the FPN.
- 3.8 The emphasis of the agreement is on the provision of enforcement during week days and within office hours. Nevertheless there is flexibility to request for out of hours and weekend work and to target specific locations both in a programmed way and real-time on a day to day basis. This arrangement has worked well, for instance we have targeted the beaches and a specific 'Covid related' issue at Bosham Hoe during summer 2020 in this way.
- 3.9 EHDC enforcement officers are also empowered to enforce the PSPO Dog Control and have been used in this capacity. The officers can also be directed to softer, more educational, interactions with the public.

4. Outcomes to be Achieved

- 4.1 The new DoD with EHDC will enable an effective enforcement presence so reducing littering and dog fouling and contributing to a cleaner environment across the Chichester district.
- 4.3 This work supports the Corporate Plan priority that CDC will 'manage our built and natural environments to promote and maintain a positive sense of place'.

5. Proposal

- 5.1 It is proposed that the Agreement, for EHDC to provide two enforcement officers for three days/week, is extended for a further 3 year period and, as such, the Chief Executive to use her constitutional delegation, as described above, to enable a further Agreement of this duration.

6. Alternatives Considered

- 6.1 An alternative would be for the Council not to sign the new DoD with EHDC. This would lead to significantly lower levels of litter and dog fouling enforcement and might predicate increased levels of littering and dog fouling in the district.
- 6.2 Alternative providers for the service could also be sought, including providing an in-house service. Due to the need to provide IT infrastructure, management, enforcement and support staff and legal support for prosecutions, it is not possible to build an attractive business case for an in-house service.
- 6.3 The Council is not aware of another non-commercial provider for this service. The service is currently run at zero cost to CDC and as such a similar enforcement service provided by a commercial operator would be an additional cost to the Council which brings with it the potential for reputational risk and the enforcement seen as a money generating scheme.
- 6.4 The current Agreement does not include any binding requirement on EHDC to provide out of hours or weekend enforcement, instead this is provided by contractual clauses that imply the flexibility for such work to occur by arrangement. Officers have discussed with EHDC hardening up this contractual arrangement such that there is more certainty as to how such weekend and out of hours work will be provided. Nevertheless EHDC has, to date, always responded positively to requests for such work and changing this aspect of the contract might imply amending the, currently successful, business model. As such it is proposed to leave this aspect of the Agreement as it is.
- 6.5 The Agreement currently provides for three days/week of enforcement (two EHDC officers working as one team each day). Since August 2020 the Council has instructed EHDC to provide four days of enforcement per week as a pilot. The evaluation of this suggests that the contract is still revenue neutral at this level of provision. Nevertheless EHDC indicate that they will be able to be flexible in this regard and so, to reduce contract risk, it is proposed to remain at three days/week contractually.

7. Resource and Legal Implications

- 7.1 To extend the agreement by the DoD is within existing staffing and budgetary resources and is at zero cost to the Council.

8. Consultation

- 8.1 No formal consultation has been carried out or is proposed for the DoD as this is essentially a continuation of 'business as normal'. Nevertheless the proposal was considered by the Environment Panel which resolved:

That Environment Panel recommends to Cabinet that the Inter Authority Agency Agreement related to the provision of Environmental Enforcement Services with East Hampshire District Council be extended and, as such, the Chief Executive to use her constitutional delegation to enable a further Agreement of three years duration.

9. Community Impact and Corporate Risks

- 9.1 To not provide adequate litter enforcement is both a reputational and financial risk to the Council. Enforcement is key to tackling littering and to not deliver effective enforcement is to risk higher volumes of litter and an accompanying negative narrative in the community and press. When the Agreement was originally entered into there was a substantial national and local evidence base to support the rationale for the service. Signing the DoD allows the Council to continue to be demonstrably tackling littering.
- 9.2 There is the potential risk that EHDC withdraw the service. Nevertheless EHDC are signing up new authorities to provide the service to and as such look set to build a stable, long-lasting and respected offer.

10. Other Implications

	Yes	No
Crime and Disorder Effective litter and dog control enforcement and enforcement presence help to keep Chichester District a low litter environment and where dogs are safely managed by their owners.	✓	
Climate Change and Biodiversity		✓
Human Rights and Equality Impact		✓
Safeguarding and Early Help		✓
General Data Protection Regulations (GDPR)		✓
Health and Wellbeing		✓
Other		✓

11. Appendices

- 11.1 Appendix: FPN data 2017 - 2020.