High Peak Borough Council
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STAFFORDSHIRE moorlands DISTRICT COUNCIL
ACHIEVING · EXCELLENCE

Service Level Agreement

For the provision of Grounds Maintenance and Horticultural Services to Cheadle Town Council

April 1st 2013 to March 31st 2018

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1.0 CONTEXT OF AGREEMENT

1.1 Purpose

(i) This Service Level Agreement sets out terms, conditions and service specifications for grounds maintenance and horticultural services provided by High Peak and Borough Council on behalf of Cheadle Town Council.

(ii) The agreement provides real opportunities for the future improvement and development of Cheadle Town Council's Parks and Open Spaces and identifies the minimal operating standards for the routine maintenance of these sites

1.2 Parties to the agreement

(i) The agreement is between High Peak Borough Council, and Cheadle Town Council.

(ii) High Peak Borough Council is the Service Provider. Cheadle Town Council is the Service purchaser.

(iii) High Peak Borough will administer and manage the service through its in-house Horticulture Team.

1.3 Assumptions underlying the agreement

(i) The Service Provider delivers all the services covered by this agreement.

(ii) Premises and facilities previously utilised by Cheadle Town Council's workforce shall be made available (mess room, vehicle and equipment stores). These shall meet minimum safety and operating standards and fully comply with all current statutory health and safety regulations.

(iii) The mess room and vehicle and equipment stores will remain in the ownership of Cheadle Town Council.

(iv) All items of equipment in the ownership of Cheadle Town Council relating the delivery of the service shall be available for use by the provider. Should any disposals or modifications of the equipment be necessary, this shall be done by prior agreement with the nominated representative (Town Clerk) of Cheadle Town Council.

(v) The base annual price for the service shall be £133,000 This will be subject to an annual inflationary increase to be calculated using the RPIX published in January each year.

(vi) High Peak Borough Council shall guarantee a saving of £5,000 to Cheadle Town Council on the base price in the first year of this agreement and thereafter subject to annual review.

2.0 DESCRIPTION OF SERVICE

2.1 Service Provider

High Peak Borough Council's in house Horticultural Management and Operations Team shall provide horticultural and grounds maintenance services to all Parks and Open Spaces listed in this service level agreement

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2.2 Sites maintained under this agreement

- Tean Road Recreation Ground
- Churchill Road Recreation Ground
- Park Lane Cemetery
- Hammersley Hayes Play Area
- Brookhouses Play Area

2.3 Availability of service

(i) The core operational staff hours of work are:

Spring/Summer
Monday to Thursday 8.00am to 5pm
Friday 8.00am to 4.30pm

Autumn/Winter
Monday to Friday 8.00am to 5.pm

2.4 Resources / support

The Service Provider shall employ appropriate levels of staff, and procure the appropriate vehicles and specialist equipment necessary to deliver the services described within the Service Level Agreement

2.5 Infrastructure, Play Equipment, Signage & Furniture

(i) Parks and open spaces infrastructure, play equipment, signage and furniture renewal are outside the scope of this service level agreement.

(ii) Routine maintenance of these features can be carried out as part of the winter work programme however flexibility is important and if urgent repairs are required these can be carried out as necessary. Materials required to carry out these works shall be provided by the service purchaser and labour provided by the service provider.

(iii) To help mitigate against any public safety issues, the service provider will inform Cheadle Town Council of any defective equipment, street furniture or other potential hazards identified during routine inspections. The service provider shall take reasonable action to make safe any hazards and agree appropriate actions with the Town Council.

2.6 Inspections – Play equipment

(i) Play equipment inspections shall be carried out on a weekly basis and comply with current guidance from ROSPA. These inspections shall include all play equipment, safety surfaces, litterbins and seating immediately around the play equipment.

(ii) Reports from these inspections shall be forwarded to the Town Clerk each week

(iii) Detailed inspections of play equipment shall be carried out by the Playgrounds Inspector at three monthly intervals.

(iv) Reports from these inspections shall be forwarded to the Town Clerk within 10 days of the inspection date.

2.7 Inspections - Infrastructure

(i) A biannual Health and safety and general condition inspection shall be carried out. The features to be inspected are:

- Footpaths and hardstanding
- Railings, fences, walls and gates
- Litterbins, benches, bollards and signs

(ii) Reports from these inspections shall be forwarded to the Town Clerk within 10 days of the inspection date.

2.8 Building Maintenance

Construction, plumbing & electrical works are outside the scope of this service level agreement. However any defects found shall be reported to the Town Clerk and if necessary, action taken to make the area safe

2.9 Arboriculture

(i) Minor arboricultural work such as removal of epicormic growth, or the removal of damaged lower branches can be undertaken within the scope of this agreement.

(ii) Major arboricultural works such as felling and working at height do not form part of this agreement, however this service can be provided if requested.

2.10 Additions/Variations

(i) Design and installation of additional horticultural features can be carried out at no additional charge however material costs associated with these will the responsibility of the Service Purchaser

(ii) There will be no additional charge to maintain additions or variations to existing features, which can be maintained with no change to the Service Providers resource allocation.

2.11 Health & Safety

The service provider shall be responsible for the management of health and safety in the delivery of the service. The service provider shall be responsible for the assessment and management of risks, which relate to the delivery of the service. This includes compliance will relevant, current health and safety legislation.

2.12 Winter work programme

Each autumn a winter work programme will be agreed between the service purchaser and the service provider the programme of work will be undertaken between November and March each year this can include the allocation of staff time to carry out infrastructure / furniture repairs.

2.13 Added Value

Throughout the term of the agreement the service provider will aim to provide additional benefits, which will contribute to the ongoing continuous improvement of Cheadle Town Council's Parks and Open Spaces maintained under this agreement.

Examples include:

- **External Funding**
  Assist with targeting monies which have been identified for open space improvements in the Cheadle area. Where appropriate directing funding towards Cheadle Town Council sites maintained under this agreement and working alongside the Town Council in the delivery of these improvements.

- **Green Flag Award**
  Support in preparing a Management Plan and a Green Flag application for Tean Road Recreation Ground

- **Community Engagement**
  Support and encourage community participation at Tean Road Recreation Ground.

- **Advice/Support**
  Advice and support from a team of Parks and Open Space professionals.

- **Flexibility**
  Flexible approach to programmed work to meet customer needs

- **Staff and equipment support**
  Access to a large number of experienced and trained gardeners along with a wide range of specialist equipment

- **Additional financial savings**
  The Service Level Agreement may provide opportunities to explore further financial savings outside this agreement.

3.0 SERVICE STANDARDS

3.1 Performance Standards / Service Specifications

Appendix A

3.2 Bill of quantities

Appendix B

3.3 Training

(i) The Parks service will maintain its commitment to the training and skills development of its staff ensuring a continuing quality of service delivery creating a workforce where all staff have clearly defined roles and responsibilities and working in partnership with Cheadle Town Council, can focus on the aims of the service.

(ii) The Service Provider shall be responsible for ensuring that all members of staff are correctly trained in the use of any plant or machinery used in the delivery of the service. Additional training will be provided as required to meet service needs.

Examples of operations staff training include:

- Health and safety
- Pesticide handling and application
- Diploma in horticulture Level 2
- Heath & Safety and the burials process
- ROSPA level 1 and 2

3.4 Uniform/PPE

All operational staff are issued with corporate uniform and personal protective equipment, the uniform provides an identifiable on site staff presence and the personal protective equipment is utilised as a specific task /situation requires.

3.5 Customer Care

We are committed to delivering the best possible level of service and customer care. To help achieve this, all employees receive customer service training and service delivery will monitored on a regular basis via the corporate performance framework.

4.0 PERFORMANCE MONITORING/ REPORTING

4.1 Service Performance

Service performance shall be monitored through the Councils performance framework and actions agreed where performance falls below target.

4.2 Monitoring/Inspections

The following monitoring processes shall be employed:

- Monthly round sheets will be completed by the teams and checked by the Horticultural Services Supervisor.
- The Horticultural Services Supervisor will routinely inspect completed work. Where the quality of the work undertaken is not of the appropriate standard, remedial action will be taken and a follow up inspection will be carried out
- The Horticulture Service Team Leader will carry out monthly inspections of the sites.
- Other members of the Horticulture Management Team will undertake additional ad hoc inspections.
- Records of round sheets and inspections are retained to identify issues and trends where further remedial action may be required.
- Complaints, compliments and comments are recorded, again to identify trends and issues to enable remedial action if required.

4.3 Communication

Regular communication between all parties will be essential to the effectiveness of this Service Level Agreement. The frequency of these meetings shall be agreed between High Peak Borough Council and Cheadle Town Councils nominated representatives.

However as a minimum:

- A weekly progress meeting shall take place between the Town clerk and the Horticulture Service supervisor.
- A monthly meeting shall take place between the Town Clerk and the Horticulture Service Team Leader.
- The Town Clerk can contact the Lead Gardener to deal with minor routine day-to-day issues at any time during the hours of operation.
- The Town Clerk shall notify the Horticulture Service Supervisor and Operations manager immediately burial details are available, providing all necessary information and grave location. The grave location shall be clearly identified by the Town Councils nominated representative.

5.0 PERIODIC REVIEW

5.1 Annual Review

An annual review of the Service Level Agreement will be undertaken in October each year to determine:

- Whether the Service Level Agreement is delivering the required outcomes
- To agree and set the service priorities for the following year.
- To review the resource and cost requirements

5.2 Final Review

A final review of the Service Level Agreement shall be undertaken four years from the commencement date. The review will determine whether the Service Level Agreement may be extended.

6.0 CHANGE PROCESS / DISPUTE RESOLUTION

6.1 Conditions warranting change.

Throughout the term of the SLA, changes can be proposed, negotiated and implemented as circumstances warrant. Changes could be required for a number of reasons such as:

- Provision of additional services
- Amendments to service standards
- Changes to service availability
- Adjusting the division of responsibilities.

6.2 Change frequency

Amendments can be made at any time on condition that both parties agree. However to ensure stability of the SLA and to avoid the potential confusion created by repeated revisions, changes should be made as infrequently as possible.

6.3 Change Procedure

(i) When circumstances warranting consideration for change have been identified both parties will meet to review the feasibility of the proposal Any agreed change to the service level agreement must be confirmed in writing and supported by documentary evidence. The document shall be signed and dated by the authorised representatives of both parties and maintained with the original and subsequently revised SLA documentation.

(ii) Where fundamental variations are proposed for the SLA, a minimum notice period of 6 months will be required, by either party,

6.4 Dispute Resolution

(i) The parties to this agreement shall be committed to resolving disputes speedily and effectively.

(ii) In the first instance the Horticulture Service Team Leader and an appointed representative from the service purchaser shall meet and explore all options available to reach a mutually acceptable outcome.

(iii) If resolution is not achieved, nominated representatives from each party shall resolve the dispute by negotiation, reaching an agreement, which takes into account the best interests of all parties.

(iv) If agreement cannot be made then the dispute shall be referred to an independent body. This body shall be agreed by both parties.

7.0 CONDITIONS OF AGREEMENT

7.1 Length of Agreement

This agreement will commence on 1st April 2013 for an initial period of 12 months. Upon satisfactory performance of the service provider and by agreement the term can be extended for up to a further 4 years.

7.2 Cost

The cost of the Service Level Agreement has been agreed at £133,000 per annum and shall be subject to an annual inflationary increase based on the RPIX in the January prior to the 1st of April each financial year.

7.3 Method of payment

The agreed payment shall be required in 2 equal instalments, one in September and the second instalment in March each year.

7.4 Variation

Any variation to this agreement must be made in writing and signed by the duly authorised signatories.

7.5 Statutory Requirements

Both parties shall ensure that all work is undertaken in accordance with all current legislation including Health and Safety Regulations.

7.6 Indemnity Insurance

The Service provider will throughout the period of this Service Level Agreement hold the appropriate level of indemnity insurance, in order to indemnify the service purchaser of public liabilities that may arise as a direct result of the work undertaken as specified by this agreement. The service purchaser is responsible for any work undertaken independently and for

providing appropriate insurance for the assets owned by the Town Council in which High Peak Borough Council will operate.

7.7 Force Majeure

Neither the provider nor the purchaser will be liable for any delays or failure to perform the obligations of the Agreement if this results from circumstances beyond their reasonable control.

7.8 Confidentiality

Neither party shall disclose to any other party any information in connection with the service that is deemed by either party as confidential in its nature. Compliance with the data protection Act of 1997 is required by both parties.

7.9 Termination of the Agreement

Circumstances warranting termination shall be discussed and agreed by appointed representatives from both parties.

7.10 Memorandum of agreement

This agreement is made between High Peak Borough Council and Cheadle Town Council to provide the services detailed in the agreement and to secure payments as detailed in sections 7.2 and 7.3

Authorised Signatory: High Peak Borough Council

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Date…….

Authorised Signatory: Cheadle Town Council

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Date……..