

NAME OF COMMITTEE	Community Services Committee
DATE	25 June 2013
REPORT TITLE	Delegation Of Grounds Maintenance Services To Tavistock Town Council
Report of	Street Care Manager
WARDS AFFECTED	Primarily Tavistock North And South Wards

Summary of report:

As an outcome of the Localism Act 2011, Tavistock Town Council applied to deliver parts of the Grounds Maintenance services in Tavistock on land currently maintained by West Devon Borough Council. The works are currently delivered as part of the Council's borough-wide contract with Glendale Grounds Ltd. The Council's Localisation Strategy has been developed as part of a project within the 2015 Transformation Programme and includes mechanisms for allowing services to be delivered or influenced by town and parish councils.

The transfer of work to the Town Council is a new process for the Council, and can be achieved by delegation of a package of work or function. The delegation can be recommended by Committee and then put to Council for a decision.

There is provision in the Glendale contract terms to remove a proportion of work by modification notice.

Financial implications:

There should be no direct financial implications, although additional officer time will be needed to administer an additional service provider.

RECOMMENDATIONS:

It is recommended that Council be requested to approve the delegation of defined elements of the Grounds Maintenance service function to Tavistock Town Council for the period summer 2013 to March 2015.

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1. BACKGROUND

- 1.1 Tavistock Town Council expressed an interest in carrying out some of the Borough Council's functions during sessions held in 2012 to engage local communities in the implications of the Localism Act.
- 1.2 The Borough's tendering process for a new Grounds Maintenance contract was in preparation at the same time as Localism was being introduced, making it possible to include clauses allowing reductions of work during the life of the contract.
- 1.3 The total amount of potential work reduction was capped to make it possible for tenderers to price the contract.
- 1.4 Officers from both councils agreed a package of sites within the town centre where the work is suitable for transfer. In each case, all types grounds work associated with the site would be handed over so that responsibilities remain clear.
- 1.5 All the land involved is owned by West Devon Borough Council. The list of sites is as follows:
 - Kilworthy Park; Meadowlands Leisure Pool; Wharf car park;
 - Bedford car park; Canal Road canal-side; Bank Square;
 - Guildhall toilets area; Chapel Street car park;
 - Russell Street car park; Abbey car park; Brook Street car park
- 1.6 The types of work include grass cutting, hedging, shrubbery maintenance and weed control.
- 1.7 The Glendale contract is initially for two years only, from April 2013 to March 2015 with the possibility of extension. It is proposed that the Service Level Agreement with the Town Council starts in summer 2013 and also ends in March 2015 to allow for review of service provision at that time.

2. ISSUES FOR CONSIDERATION

- 2.1 For this Committee to consider making a recommendation to Council for delegation of a function in line with the Council's Localisation Strategy.

3. LEGAL IMPLICATIONS

- 3.1 Section 101 of the Local Government Act 1972 allows the council to delegate a function to another local authority and a town council would come within this definition. It is the only available option during the course of an existing contract and for works of this value.
- 3.2 This Committee has the power to recommend a delegation of function, which can only be decided finally by the Council.
- 3.3 If approved, an agency agreement will be entered into between the two councils.

4. FINANCIAL IMPLICATIONS

- 4.1 There should be no direct financial implications, although there is additional officer time to be absorbed through the need to administer and monitor two contractors instead of one.
- 4.2 The Glendale Grounds Maintenance contract has an annual value of approximately £90,000. A package of suitable works for transfer has been compiled to the value of 10% of the contract value, i.e. approximately £9,000 per year. Work carried out by Tavistock Town Council will be charged at no more than the Glendale price which was subjected to competition as part of the 2012 tender process. Glendale's annual price will be reduced by the same amount, £9,000.
- 4.3 The Service Level Agreement with the Town Council will use the same specification as the Glendale contract, as the minimum standard required.

5. RISK MANAGEMENT

- 5.1 The Risk Management implications are shown at the end of this report in the Strategic Risks Template.

Corporate priorities engaged:	Community Life; Economy; Environment
Statutory powers:	S101(1)(b) LGA 1972
Considerations of equality and human rights:	An Equality Impact Assessment was carried out and there are no implications as a result.
Biodiversity considerations:	Biodiversity impacts are considered as part of the works specification.
Sustainability considerations:	Sustainability is accounted for as part of the works specification.
Crime and disorder implications:	None
Background papers:	None

STRATEGIC RISKS TEMPLATE

No	Risk Title	Risk/Opportunity Description	Inherent risk status				Mitigating & Management actions	Ownership
			Impact of negative outcome	Chance of negative outcome	Risk score and direction of travel			
1	Obligations under the Localism Act 2011.	Opportunity for local delivery of services.	1	1	1	↑	Continue to work with communities that wish to deliver services locally, in line with the Strategy.	J Skelton
2	Service continuity.	Threat to service continuity by failure of the Town Council to deliver the services or to deliver them to a high enough standard.	1	1	1	↓	The Glendale contract terms permit the Council to add works to the contract as well as removing them, by variation notice, and at the same standard rates. This would allow Glendale to take back transferred work if appropriate.	J Skelton
3	Economy of scale.	Removal of work from the WDBC contract erodes economy of scale.	2	3	6	↓	Eventual review of WDBC and SHDC shared grounds maintenance services.	Head of Environment Services
4	Council's management input.	Function being carried out by additional parties fragments the work and increases the Council's management input.	1	3	3	↓	Additional workload to be recognised and reviewed if necessary as part of the Strategy.	Head of Environment Services