

CABINET

19 February 2019

GROUNDS MAINTENANCE

REPORT OF THE DEPUTY DIRECTOR OF PLACES

Strategic Aim:	Sustainable Growth	
Key Decision: Yes	Forward Plan Reference: FP/040119	
Exempt Information	Yes. Appendix A of this report contains exempt information and is not for publication in accordance with Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972.	
Cabinet Member(s) Responsible:	Mr G Brown, Deputy Leader and Portfolio Holder for Planning, Environment, Property and Finance.	
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Ward Councillors	All	

DECISION RECOMMENDATIONS

That Cabinet:

- 1 Approves the recommended shared service arrangement for the delivery of the grounds maintenance service between March 2019 and March 2022, with the addition of optional extension periods.
- 2 Delegates the finalisation of the associated contract documents to the Deputy Director of Places, subject to consultation with the Portfolio Holder.

1 PURPOSE OF THE REPORT

- 1.1 To consider the future provision of the Council's grounds maintenance service.

2 BACKGROUND AND MAIN CONSIDERATIONS

- 2.1 The Council's grounds maintenance service incorporates grass cutting, path edging, shrub and hedge maintenance and weed spraying, on the highway and on Council land.
- 2.2 Since 2008, this service has been outsourced, with continuous service delivery issues. The current contract expires at the end of February 2019.

3 FUTURE SERVICE PROVISION

- 3.1 In the long term, it is intended to incorporate the grounds maintenance service into an integrated environmental services contract, which will ensure that this is an attractive proposition for organisations of an appropriate size and with the required experience, resources and competency.
- 3.2 This will be possible from April 2022 after the Biffa 'waste management and cleansing' contract expires. It is intended to commence a competitive dialogue procurement exercise for this in late 2019. This long lead-in is to ensure sufficient time to develop contractual arrangements and structures that offer value for money whilst maintaining or enhancing service standards, and with appropriate performance, reporting and payment elements.
- 3.3 In the meantime, it is proposed to take up an offer from Harborough District Council, whereby they will provide our grounds maintenance service as a shared service.

4 IMPROVED SERVICE DELIVERY

- 4.1 The current grounds maintenance contract lacks a mechanism to implement appropriate financial penalties in the event of poor service standards.
- 4.2 The new contract will incorporate a robust performance management framework including such financial penalties, based on performance indicators across all the service functions and relating to the number of justified complaints and enquiry response times.
- 4.3 These contractual improvements, along with a review of the service currently being delivered in Harborough, indicates that this arrangement can deliver a significantly improved grounds maintenance service.
- 4.4 The current service has also been impacted by inaccuracies in mapping and data. The new contract will include a no obligation option for the relevant maps to be checked, verified and digitised. This would be at an additional cost to be agreed by both parties.

5 SERVICE RATIONALISATION

- 5.1 Two areas where service delivery will be rationalised under the new contract will be:

- rural highway verge grasscutting, on which the currently annual full width cuts will be reduced to every 3 years; and
- closed churchyard grasscutting being reduced from 10 cuts per annum to 7 cuts per annum.

6 FLEXIBILITY AND LOCALISM

- 6.1 The new contract will maintain maximum flexibility, enabling existing sites to be removed and new sites to be incorporated, as needed. It also supports the localism agenda which enables parish councils to take on the direct management of their own town and village grounds maintenance activities.
- 6.2 The intention is to develop a 'customer charter' for the parish councils, outlining the frequencies and service standards that they can expect from the new contract. The same detail will then be used to finalise a service level agreement with those parishes who opt to take on the direct management of these activities in their areas. The intention is for a presentation at the parish forum in March. This will support all parties, especially during the mobilisation and early stages of the contract, thus managing expectations and enabling any issues to be dealt with promptly.

7 RISKS

- 7.1 As with any new contractual arrangement, there are risks to consider. These will be most significant during the mobilisation phase and the early stages of service delivery. These will be mitigated as far as possible through mobilisation planning, close contract monitoring and continuous client-contractor communication.

8 CONSULTATION

- 8.1 There are no specific consultation requirements arising from this report.

9 ALTERNATIVE OPTIONS

- 9.1 The scale of a standalone grounds maintenance contract is believed to have been a key factor in the recently experienced service delivery issues, it being relatively unattractive to many large companies in the field but is also too complex for many small local operators. As such, an open tender exercise has not been followed.
- 9.2 In addition to Harborough District Council, Melton Borough Council and South Kesteven District Council were approached regarding a possible shared service, but neither were able to commit to such an arrangement.
- 9.3 Bringing the service in-house has also been considered but it has always been concluded that we lack the resources to deliver and manage an operation of this scale and that economies of scale make a 'commissioned' service the more viable approach. This accounts for factors such as the range of skilled operatives and equipment needed and the associated training, qualifications and maintenance requirements, as well as the complexities of working on the highway.

10 FINANCIAL IMPLICATIONS

- 10.1 The cost of the proposed new service delivery arrangements can be met within the

existing budget. The full financial implications are included in appendix A.

11 LEGAL AND GOVERNANCE CONSIDERATIONS

11.1 The relevant legal and governance considerations relate primarily to the procurement route, as detailed in section 15.3 below.

12 EQUALITY IMPACT ASSESSMENT

12.1 Equality Impact Assessment screening has been undertaken, indicating that there are no adverse or other significant issues arising from this report.

13 COMMUNITY SAFETY IMPLICATIONS

13.1 There are no community safety implications arising from this report.

14 HEALTH AND WELLBEING IMPLICATIONS

14.1 There are no health and wellbeing implications arising from this report.

15 ORGANISATIONAL IMPLICATIONS

15.1 Environmental implications

15.1.1 It is intended that the proposed new grounds maintenance contract will deliver a visual enhancement to our green spaces.

15.2 Human Resource implications

15.2.1 It has been confirmed that there are no TUPE implications for employees of the current provider. TUPE transfer of employees into the integrated contract in 2022 would be likely, although this will be the case for many other 'waste management' and 'streetscene' employees anyway, so this would not be a significant or material change.

15.3 Procurement implications

15.3.1 The recommended interim shared service arrangement for the grounds maintenance service would be a public to public contract between Rutland County Council and Harborough District Council.

16 CONCLUSION AND SUMMARY OF REASONS FOR THE RECOMMENDATIONS

16.1 Harborough District Council delivering our grounds maintenance service between March 2019 and March 2022 is believed to be the best approach to enable the integration of this service into an integrated environmental services contract from April 2022. This in turn is believed to be the best long-term service delivery option. There would be the addition of optional extension periods to give maximum flexibility.

16.2 Giving the Deputy Director of Places delegated authority to finalise the associated contract documents, subject to consultation with the Portfolio Holder, is appropriate to finalise these details.

17 BACKGROUND PAPERS

None.

18 APPENDICES

Appendix A – EXEMPT - Appendix A is marked as “Not For Publication” because it contains exempt information as defined in paragraph 1/2/3/4/5/6/7 of Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972, namely information which is commercially sensitive.

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