



GROUNDS MAINTENANCE

TOWN COUNCIL MEETING

REPORT 84/16

12 DECEMBER 2016

The purpose of this paper is to report on various changes to the arrangements for Grounds Maintenance in the town.

No. DETAIL

1) BACKGROUND

- a) The Town Council took on responsibility for the planting and grass cutting of 17 areas previously managed by the Isle of Wight Council from 1 April 2015.
 - b) The majority of the work involved is being carried out under a Town Council contract by John O'Conner Grounds Maintenance.
 - c) Oversight of the work has been delegated by the Town Council to the Town Clerk advised by the Public Buildings Working Group (PBWG).
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2) LEGAL BASIS

- a) In July last year the Isle of Wight Council (IoWC) asked that the Town Council consider taking on leases for each of the 17 areas being managed for Grounds Maintenance purposes.
 - b) The PBWG has been reluctant to enter into this form of legal structure in view of the high level of risk of expensive damage to trees, retaining walls, steps and holes that are in place throughout many of those areas.
 - c) The IoWC has responded by proposing that the areas be managed under a Partnership Agreement and supplied a draft for one that the PBWG has been content to adopt.
 - d) A copy of the Agreement is attached to this Report for Members' information.
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3) CONTRACT ADJUSTMENTS

- a) *The Cascade*
 - o Following the initial planting under the Town Council's contract it was agreed by both the PBWG and the Contractor to open discussions with the Botanic Garden about achieving a more varied planting mix more reflective of the town's climate and character.
 - o Agreement was soon reached on a suitable arrangement to progress that plan and the Contractor has now calculated the annual saving to his required work in a total of £2,750.
 - o The Botanic Garden's charge for its input for the same period has been charged at £2,400.
 - b) *Lowtherville*
 - o The building of the new Free School has substantially reduced the area of grass cutting required as that now consists only of the area around the children's playground.
 - o An annual reduction in the Contractor's costs has now been agreed at £738.
 - c) *Smugglers' Haven*
 - o A significant grounds maintenance requirement at this site has been transferred from the IoWC to the café operator.
 - o The PBWG is in the process of agreeing a consequent charge reduction.
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4) VENTNOR PARK

- a) There has been some uncertainty about the IoWC's intentions in respect of its continued funding of the grounds maintenance of the Island's Principal Parks, of which Ventnor Park is one.
 - b) The cost of the IoWC's current contract for the prize-winning work on Ventnor Park is of the order of £38,000 a year.
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- c) We have now been assured that the IoWC has extended its current contract for the Principal Parks until 31 March 2019.
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5) SALISBURY GARDENS

- a) The PBWG has agreed a price of £700 for the planting of the two beds outside the Green Room with the work to be carried out as soon as possible.
- b) This cost is chargeable to the Salisbury Gardens account and, consequently, will have no impact on the Precept.
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6) RECOMMENDATION

The Town Council is recommended to:

- i) accept the Partnership Agreement for the management of the grounds maintenance areas for which it is responsible
 - ii) note the adjustments to the current contract for its grounds maintenance responsibilities; and
 - iii) welcome the Isle of Wight Council's continued funding of Ventnor Park.
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Partnership Arrangement for the [Ground maintenance] Service

This Partnership Arrangement is made the 1st day of April 2015

Between

(1) ISLE OF WIGHT COUNCIL of County Hall, High Street, Newport, Isle of Wight, PO30 1UD (**'the Authority'**)

And

(2) Ventnor Town Council of Salisbury Gardens, Dudley Road, Ventnor, Isle of Wight, PO38 1EJ Each a Party and together the Partners

Background

- A. The purpose of this Agreement is to put in place an effective Partnership between the Authority and Town/Parish Council whereby a joint strategy will be agreed and implemented to ensure the future sustainability of its Public realm open spaces and recreational facilities
- B. As a consequence of the Authority's financial pressures, innovative and different ways of working in partnership are needed to ensure maximum efficiencies. This Agreement enables closer working between the Parties to enhance and maximise the potential and resources of both Parties to our mutual benefit.
- C. This Agreement will provide a framework for collaboration in the sharing and maximising of assets, knowledge and skills, resulting in a continued provision of community facilities which are easy to access, well maintained and which meet the desired outcomes of people in the community.

1 COMMENCEMENT AND DURATION OF THE PARTNERSHIP ARRANGEMENT

- 1.1 This Partnership Arrangement will commence on 1st April 2015 and shall continue in force and effect until 31st March 2019 unless terminated or extended in accordance with this Agreement.
- 1.2 The Parties may extend the agreement Term by providing notice of at least six months prior to the extension.

2 GENERAL PRINCIPLES

- 2.1 Nothing in this Agreement shall :
 - 2.1.1 affect the liabilities of the Parties to each other or to any third parties for the exercise of their respective functions and obligations;
 - 2.1.2 prejudice or affect the rights and powers, duties and obligations of the Parties in the exercise of their functions; or
 - 2.1.3 affect any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 2.2 The Parties agree to:
 - 2.2.1 act in such a way as to achieve the aims and objectives for the Service wherever possible working jointly in pursuing public objectives in the public interest. This is in so far as it is reasonably practicable to do so taking account of the best interests of each Party and their respective service users, statutory and legal requirements and service objectives;
 - 2.2.2 treat each other with respect and an equality of esteem;

3 PARTNERSHIP ARRANGEMENTS

- 3.1 The Parties agree to work together on a cooperative basis to deliver the following Aim and Objective:
 - 3.1.1 The Aim of the partnership arrangement is to establish closer working relationship between the Isle of Wight Council and Ventnor Town Council to enhance and maximise the potential and resources of both parties
 - 3.1.2 The Objective of the partnership arrangement is for day to day management and maintenance of the land identified in Schedule 1 to pass to Ventnor Town Council who will fund and provide for the continuation of the grounds maintenance of that land.
- 3.2 The Partnership Arrangements are intended to deliver the following Outcomes:
 - 3.2.1 The sustainability and accessibility of the public realm open spaces and recreational facilities at Ventnor for the continued enjoyment its of local residents and visitors to the Isle of Wight.
 - 3.2.2 Reduced cost to the Authority and greater efficiency that ensures the future sustainability of its public open space areas at Ventnor and as identified at Schedule 1 of this agreement.
- 3.3 The full scope of the Arrangement is provided at Schedule 1 to this Agreement.
- 3.4 The full scope of the Parties contributions to the Arrangements and specification of services are provided at Schedule 2 to this Agreement.

4 AUTHORISED REPRESENTATIVE

- 4.1 The Parties will each appoint an Authorised Representative to liaise and cooperate with each other and attend meetings in accordance with clause 7.

5 FINANCIAL ARRANGEMENTS

- 5.1 The Parties acknowledge that the funding for the Services is to be provided by Ventnor Town Council
- 5.2 The Parties shall review the funding arrangements in respect of the Service on each anniversary of the Commencement Date.
- 5.2.1 The Parties shall each remain accountable financially and for performance and responsible for all costs relating to the provision of the Services and the functions that they are responsible to deliver.
- 5.3 Each Party is responsible for paying its own costs and expenses incurred in connection with the preparation and execution of this Agreement.

6 GOVERNANCE

- 6.1 Each Party is responsible for ensuring that it has in place internal reporting arrangements to ensure that the standards of accountability and probity required by each Party's own statutory duties and organisation as complied with.

7 MONITORING AND REVIEW

- 7.1 The Parties will review the Partnership Arrangement on an annual basis or more frequently should it be required

8 PREMISES AND ASSETS

- 8.1 The Parties acknowledge that all premises owned/occupied by each Party at the commencement of this Agreement shall remain the property of that Party, but may be accessed by the other Party where necessary in connection with this Agreement.
- 8.2 Notwithstanding use by one Party of an asset owned by the other Party for the purposes of providing the Services, all assets owned by each Party at the commencement of this Agreement shall remain the property of that Party. The Parties shall maintain a list of all assets that are owned by one party but used by both, and that list shall identify who is responsible for, maintenance, replacement and disposal of that asset.

9 STAFFING

- 9.1 The Parties acknowledge that this agreement does not cause a relevant transfer pursuant to TUPE at the outset; however, this will be determined by law at the relevant time.

- 9.2 The parties intend that the termination or expiry of this agreement will not result in a relevant transfer for the purposes of TUPE; however, this will be determined by law at the relevant time.

10 COMPLIANCE

- 10.1 Both Parties shall ensure that they perform their respective obligations under this Agreement in accordance all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise) and the Authority's equality and diversity policy.
- 10.2 Both Parties shall at all times comply with the provisions of the Human Rights Act 1998
- 10.3 Both parties shall perform their obligations under this Agreement (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.

11 DATA PROTECTION

- 11.1 Each Party shall comply with the terms of the Data Protection Act 1998 (DPA) and the terms Personal Data shall have the same meaning as defined in the DPA.
- 11.2 Where processing personal data (as defined in the Data Protection Act 1998) received from another Party (the "First Party"), the receiving Party shall act only on the First Party's instructions and shall take all appropriate technical and organisational security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to the personal data and the Party shall provide to the first Party, where relevant, such information as the First Party may reasonably require to satisfy itself that the receiving Party is complying with the obligations referred to in this Condition.
- 11.3 Each Party shall notify the other Party to the Partnership Arrangement in the event of a Personal Data breach in connection with the Partnership Arrangement and where such a breach then results in a loss to any other of the Party(s) to the Partnership Arrangement the breaching Party agrees to indemnify the Party(s) to the Partnership Arrangement in respect of any loss suffered directly as a result of that breach.

12 FREEDOM OF INFORMATION

- 12.1 The Parties shall co-operate with each other in connection with any request in relation to the Partnership Arrangement received by a Party under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. The Parties shall inform each other of any such request.

13 DISPUTE RESOLUTION

13.1 The Parties will seek at all times to resolve any dispute informally and in the spirit of co-operation and partnership

14 TERMINATION

14.1 A Party can terminate the Partnership Arrangements forthwith upon six months written notice to the other Party.

14.2 In the event that this Partnership Arrangements is terminated the Parties agree to continue to co-operate with each other.

15 VARIATIONS

15.1 Any variation to the Partnership Arrangement proposed by a Party shall be agreed with all other Party and evidenced in writing.

16 THIRD PARTY RIGHTS

16.1 No term of this Partnership Arrangements is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this Partnership Arrangements.

IN WITNESS this Partnership Arrangement has been executed by the Parties on the date of this Partnership Arrangement

Signedin the capacity of Authorised Signatory

Name:
For and on behalf of **ISLE OF WIGHT COUNCIL**

Signed in the capacity of Authorised Signatory

Name:
For and on behalf of **VENTNOR TOWN COUNCIL**

SCHEDULE 1 THE SCOPE OF THE PARTNERSHIP

The Partnership will ensure that the public open space at:-

- Belgrave Rd/Esplanade Rd/Judds Walk

- Cascadia/Hambrough Rd/Shore Hill
- Eastern Gardens
- Flowers Brook/West Cliffs
- Havensbush/Ocean View Road
- Kings Bay car park
- Lowtherville Play Area
- North Street Play Area
- Bonchurch Triangle/Donkey Bank/Bonchurch Pond
- St Boniface Gardens
- Steephill down Road
- Victoria Corner
- Smugglers Haven Landslide
- Bonchurch, Shore Rd Car Park and Village Green

is accessible and useable by the community its resident and visitors to the Isle of Wight. The extent of the area included in the agreement is as per the attached plans outlined in red.

The scope of the Agreement is intended to ensure that the objectives and priorities of the Authority, as well as the Town/Parish Council, are delivered through an agreed framework for planning and delivery of services.

The functions and scope of the agreement are set out here.

1. Leadership

- 1.1. The Parties will jointly seek to provide leadership with regard to the future sustainability of its public realm.
- 1.2. The Parties will focus on working together in harmony
- 1.3. The Parties will agree a partnership strategy that will deliver the partnership aims and objectives. The strategy will be regularly reviewed and updated as required.
- 1.4. The Parties will set priorities and act in the interests of both Parties and service users.

2. Service Development

- 2.1. The Parties will jointly develop ways of working and new forms of service infrastructure that will enable the Authority and the Town/Parish Council to deliver the Aims and Objectives.
- 2.2. The Parties will take account of the needs and intentions of the wider public.
 - 2.2.1. Both parties have a commitment to sustain and develop the Public Realm.

3. Delivery of services

- 3.1. Ventnor Town Council will procure a suitably qualified and experienced contractor who will provide grounds maintenance services at Ventnor Cascadia.
- 3.2. The Parties will endeavour to ensure the continued delivery of services, any changes to the services provided will be considered as part of the development and operation of the partnership.

4. Market development

- 4.1. The Parties will work together to support revenue generation and funding bids which are consistent with and support the sustainability of Public Realm.
- 4.2. The Parties will collaborate to attract more organisations, for example Friends and Supporters Groups, to participate in delivering the Aims and Objectives.
- 4.3. The Parties will use their best endeavours to improve working relationships with organisations that also use the public realm at Freshwater Bay.
- 4.4. The Parties will jointly engage with the people and communities that need services, as well as close engagement with the wider voluntary and provider sectors, and commissioners of public services

5. Compliance

- 5.1. Each Party shall ensure that they comply with their legal and regulatory responsibilities and their obligations to others, including service users, funders, employees, volunteers and other associates.
- 5.2. The Parties will retain their respective legal or regulatory responsibilities, unless they are specifically permitted and agree to share those responsibilities.
- 5.3. The Parties will strive not to transfer the burdens of regulation or legal responsibilities from one to another.

6. Data and Knowledge Management

- 6.1. The Parties will share anonymised information that will contribute to the planning and commissioning of services.
- 6.2. Where necessary and only to improve the experience of service users, the exchange of personal data and information between providers will take place, but only subject to agreements that set standards on information safety and security.

7. Independence

- 7.1. The Authority and the Town/Parish Council will retain their individual corporate identity and where held, their legal responsibilities and authority.

SCHEDULE 2 – Contributions

The partnership will operate based on the following contributions made by each of the Parties:

Ventnor Town Council will provide and fund the grounds maintenance services at the Public open space areas identified in Schedule 1 of this agreement for the term of the partnership agreement. The specification shall be provided by the Town Council and shall form part of this agreement.

The Isle of Wight Council shall be responsible for funding of the annual insurance costs of the premises for the term of this partnership agreement.

SCHEDULE 3 - AUTHORISED REPRESENTATIVES

For the Authority:

Name: Lee Matthews
Role: Recreation and Public Spaces Manager
Address: Leisure Services, Floor 2, County Hall, High street,
Newport, isle of Wight, PO30 1UD
Email: lee.matthews@iow.gov.uk
Phone number: 01983 821000 x 8735

For the Town Council:

Name: Jason Mack
Address: Salisbury Gardens, Dudley Road, Ventnor,
Isle of Wight PO38 1Ej
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