



GROUNDS MAINTENANCE AGREEMENT

TOWN COUNCIL MEETING

REPORT 14/21

8 FEBRUARY 2021

The purpose of this Report is for Members to consider and agree the renewal of the new Partnership Agreement offered by the Isle of Wight Council for the Town Council's continuing management of local grounds maintenance.

No. DETAILS

1) BACKGROUND

- a) The Town Council took on responsibility for the town's grounds maintenance programme of grass cutting through a Partnership Agreement dated 1 April 2015 when the Isle of Wight Council applied its Budget savings to this service.
 - b) That Agreement is now due for renewal and the Isle of Wight Council has provided a proposal for that purpose dated 1 January 2021 a copy of which is attached to this Report.
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2) RECOMMENDATION

- a) The Town Council is recommended to accept this new Partnership Agreement subject to any amendments the Assets and Services may negotiate about particular areas.
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Partnership Arrangement for the [Ground maintenance] Service

This Partnership Arrangement is made the 1st day of January 2021

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 January 2021 and shall continue in force and effect until 31st December 2026 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 General Data Protection Regulation (GDPR) is a set of EU-wide data protection rules that have been brought into UK law as the **Data Protection Act 2018**

FREEDOM OF INFORMATION

- 11.2 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.

12 DISPUTE RESOLUTION

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

13 TERMINATION

- 13.1 A Party can terminate the Partnership Arrangements forthwith upon six months written notice to the other Party.
- 13.2 In the event that this Partnership Arrangements is terminated the Parties agree to continue to co-operate with each other.

14 VARIATIONS

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

15 THIRD PARTY RIGHTS

15.1 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: **Lee Matthews**
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 AREAS and SERVICES

All Grounds maintenance services within the following public spaces -

- 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

Services within scope of this agreement (where required)

- (a) Maintenance of grassed areas (turf categories), turfing and grass seeding
- (b) Maintenance of amenity planting, planting of shrubs, roses, herbaceous plants and bulbs
- (c) Maintenance and planting of trees
- (d) Maintenance of hedges
- (e) Bedding displays (provisional)
- (f) Football pitch maintenance
- (g) Sports tournaments & synthetic surfaces
- (h) Water features and ditch maintenance
- (i) Care and control of livestock
- (j) Maintenance of non-vegetative surfaces
- (k) Snow & ice clearance
- (l) Litter collection & bin emptying

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

1. Leadership

- 1.1. The Parties will jointly seek to provide leadership regarding the future sustainability of its public realm.
- 1.2. 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.

3. Delivery of services

- 3.1. Ventnor Town Council will procure a suitably qualified and experienced contractor who will provide grounds maintenance services. Ventnor Town Council must ensure that all contractors used must produce Public Liability insurance for the sum of £10 million.

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 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.

6. Independence

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

SCHEDULE 2 - AUTHORISED REPRESENTATIVES

For the Authority:

Name: Lee Matthews
Role: Strategic Manager Recreation and Public Open Spaces
Address: Leisure Services, Floor 5, 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:
Address:
Email:
Phone Number: