

Select Committee on the Environment – 8th March 2007

Joint Report of the Director of the Urban Environment and the Director of Adult Services

Managing Green Care on Housing Estates and Open Spaces

Purpose of Report

1. To inform the Committee of progress made in respect of enhanced joint working between DACHS and DUE in managing the Council's responsibilities for grounds maintenance on Housing Land.
2. To advise members of the introduction of a 'Green Care' Service Level Agreement between DACHS and DUE.

Background

3. Members of this Committee received a report on 30th March 2006 detailing the Council's responsibilities for grounds maintenance in the Borough. The report highlighted the delivery of the service through a 'Green Care' budget, managed directly by the Council's Green Care Section.
4. The report detailed a series of recharges to different sections of the Authority (landowners) and advised that of a total budget of £4,247,200 for 2005/6, £466,000 was recharged to Housing for maintenance of Housing land and flatted estates.
5. At the time of the report, an audit was carried out on Grounds Maintenance by Audit Services. This was expedient as this service had already been highlighted as a priority by Members and Customers. As such it was recognised that the future delivery of the service must consider and act upon the recommendations of the audit and it was proposed that a further report be presented to this Committee detailing the impact of such recommendations.
6. The key recommendation of the audit on Grounds Maintenance was the introduction of a Service Level Agreement between DACHS and DUE, aimed at formalising a series of arrangements and criteria for future delivery of the service.

Service Level Agreement

7. As a result of the recommendation of the audit, officers of both Housing and Environmental Management have progressed the introduction of a Service Level Agreement.

8. The agreement, attached as Appendix 1, sets out how grounds maintenance services shall be provided and to what standard. The document also details the period of the agreement, what will be provided by the respective Divisions and a list of maintenance operations with their respective annual frequencies.
9. Whilst the agreement provides a measurable basis to deliver the service, the documentation also seeks to enhance existing monitoring regimes through an agreed monitoring process, improved communication and closer working relationships between Green Care and Housing Officers.
10. The items detailed as supporting information in the SLA are representative of the budgetary provision available to deliver the service. It is therefore important to recognise that should enhanced standards be required, they may result in additional cost to the overall budget and would need to be considered through recovery of increased service charges. Nonetheless, the agreement recognises that through joint agreement between respective sections, revisions to the programme on a cost neutral basis may be necessary from time to time.
11. This is particularly important in recognition of changing seasonal demands and weather patterns, where 2006/7 has seen the warmest year on record, with grass cutting operations continuing into mid December, several weeks later than in previous years.
12. In respect of arboricultural works, these will continue to be carried out and accommodated in line with the Council's Tree Strategy 'Trees to the Millennium and Beyond' and the emerging Tree Risk Management Strategy.
13. The Service Level Agreement is a working document and will require future review. However, it clearly sets out the delivery and management of the service between DACHS and DUE and has been introduced in consultation with the Council's Audit Services Division, being signed by respective officers of DUE and DACHS on 5 November 2006.

Service Monitoring

14. Service Monitoring will be undertaken through a series of meetings and inspections detailed in the SLA. However, it is further proposed that the communication link will be improved by discussing key service issues at Area Housing Panels. This will provide a key opportunity to provide service information in addition to discussing key areas of concern.

Value for Money / Budgetary Provision

15. Whilst the Green Care budget has been increased each year in accordance with inflation, new developments, landscape schemes and environmental enhancements have not attracted yearly increases in revenue budget, with new maintenance often accommodated from the existing budget, adding further strain to levels of service resource. The SLA with Housing however provides a transparent approach and recognises that should additional work be required, it will have a direct impact on the service budget. As such, it is proposed that improvements and priorities will be reviewed via Area Housing Panels.

16. The Green Care service actively participated in benchmarking of its service against other Councils through APSE, (Association of Public Service Excellence) in 2006/7. In addition to Dudley being one of the lowest spending authorities per hectare of Council Housing Land in its family group, its spend per 1000 Head of Population of £12,578 was 42% lower than the average spend when compared to 70 Councils in the group and was within the top quartile performance (low spend) of £14,125.
17. As a low spend authority however, seasonal trends are increasingly impacting on service standards, particularly in respect of high resource areas such as grass cutting operations. Milder winters over the last few years have resulted in extended growing seasons and later cuts, with operations curtailed due to wet ground conditions rather than the cessation of grass growth. Likewise, whilst chemical control activities are programmed throughout different periods of the year, inclement weather can result in unavoidable delays and impact on the success of control. Equally, extended growing seasons have led to extended weed seed germination periods resulting in earlier and later flushes of weed growth.
18. Although litter is collected in accordance with detailed frequencies, existing resource provision does not provide for dedicated teams to litter pick all sites immediately prior to grass cutting operations and must therefore be managed and coordinated by cutting teams directly themselves. Nonetheless, improved co-ordination between both Green Care and Cleansing Services is being progressed and having a positive effect in key areas of the Borough with high pedestrian and vehicular usage.

Open Spaces Not Subject to Regular Maintenance

19. Green Open Spaces across the Borough can be subject to a range of different programmes of maintenance, which often vary considerably dependant upon their use. For example, a town park may have many different features and a complex range of maintenance activities, whilst a meadow area may only receive grass cutting activities twice per year.
20. The Green Care budget is primarily based on land that has historically been maintained by the Council, previously identified for programmed maintenance and funded by the respective Council Committees responsible for its ownership.
21. Whilst new developments can result in section 106 Agreements and corresponding income for the local authority for a determined period of time, there are areas of land across the Borough in the ownership of different Council Committees that are not identified for regular maintenance.
22. These areas occasionally result in requests for maintenance work from local residents. Although the Green Care Section will consider the type, nature and cost of new work, its impact on programmed maintenance activities and service standards across the Borough must also be considered. Invariably, unless the respective committee responsible for ownership of the land funds the introduction of a new maintenance programme on these sites, such requests are resisted.
23. Although new works on these sites cannot be accommodated without additional service income, the Service Level Agreement with Housing will provide for increased opportunity to review such areas of Housing land and explore service improvements through Area Housing Panels.

Finance

24. The 2006/7 budget for Green Care is £4,395,000, which provides for both Grounds Maintenance and Arboricultural works. Housing pay an allocation of £485,500. The majority of the Housing allocation (£306,000) is recharged to the Housing General Fund while the remainder (£ 179,500) is recharged to the Housing Revenue Account.
25. Maintenance responsibilities in respect of new developments or environmental schemes are currently met from the Green Care budget in the event of new revenue funding not being identified.
27. Where new revenue funding cannot be identified, revisions to the scheduled programme on a cost neutral basis may be necessary to accommodate new growth.

Law

28. The Council carries out its function of providing parks and public open spaces under various statutes, notably the Open Spaces Act 1906 and Part IV of the Public Health Act 1875.
29. Section III of the Local Government Act 1972 enables the Council to do anything that is calculated to facilitate or is conducive or incidental to the discharge of its functions, the care and maintenance of the green environment and tree stock being such an activity.
30. The provisions relating to works on the highway are contained in the Highways Act 1980.

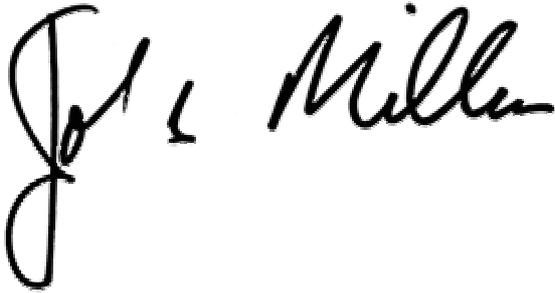
Equality Impact

31. This report takes into account and acknowledges the Council's Policy in respect of Equality and Diversity in the delivery of the service.

Recommendation

32. It is recommended:-
 - That the committee note the contents of this report and the work undertaken by DUE and DACHS in respect of introducing a Service Level Agreement for grounds maintenance on Council land in Housing ownership.
 - That the Committee note the management of the Green Care budget, by the Green Care Section to provide consistent standards of maintenance across the Borough and to more effectively manage the Council's Green Care priorities.
 - That the Committee note the impact of new landscape developments on the Green Care budget and on overall standards of maintenance particularly where schemes are introduced without adequate revenue funding.

- That further monitoring of the Grounds Maintenance Service Level Agreement is established formally with the Housing Area Panels. That each Area Panel receives a report twice per year on Grounds Maintenance issues arising within their respective areas.



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List of Background Papers

Grounds Maintenance on Housing Estates – Select Committee on the Environment –
30 March 2006

Grounds Maintenance Review, January 2000.

Tree Management Policy – Service Update, Select Committee on the Environment –
27 January 2005

Dudley Council – Tree Strategy

GROUNDS MAINTENANCE Service Level Agreement

between

The Directorate of Urban Environment (DUE) – Green Care Service

and

the Directorate of Adult, Community and Housing Services (DACHS)

Service Level Agreement

The Directorate of Urban Environment (DUE) – Green Care Service and the Directorate of Adult, Community and Housing Services (DACHS)

1. Parties

1.1. The parties to this Service Level Agreement are:

a) DUE Environmental Management Division Green Care (grounds maintenance services)

and

b) DACHS (the Housing Service)

2. Purpose

2.1. This Service Level Agreement is not intended to be legally binding and no legal obligations or legal rights between the parties shall arise from the provisions of the Service level Agreement.

2.2. The purpose of the Service level Agreement is to set out how services shall be provided and to what standard, and how those services shall be monitored.

2.3. The Green Care Service, by its standing as a major operator of grounds maintenance services throughout the borough, is in a position to deliver economies of scale for the maintenance and upkeep of green spaces and can offer backup and flexibility from within it's organisation. It is the intention that any such economies gained will be passed on through this Service Level Agreement.

2.4. The services to be provided are:

Programmed grounds maintenance services on sites owned by Housing Services and identified on the attached list - Schedule 'A'. Services to include:

- Amenity grass cutting
- Shrubbery maintenance
- Weed control
- Litter control
- Ad-hoc Tree Inspection and emergency maintenance

Arboricultural (Tree) related services will be carried out in line with DMBC's Tree Strategy 'Trees to the Millennium and beyond' and the emerging 'Tree Risk Management Strategy'. Both documents will be reviewed on a regular basis.

2.4.1. Provision of 'Client' services to include:-

Monitoring of service delivery
Advice regarding suitable maintenance regimes
Advice on tree related matters

3. Commencement and Period of Operation

3.1. This SLA shall take effect from the date of signatures below and continue until such time as the SLA is terminated by either or both parties.

4. What the Green Care Service shall do

4.1. The Green Care Service shall:

4.1.1. Carry out annual maintenance, in line with service proposals as detailed in schedule B attached for those sites identified in schedule A

4.1.2. Accept referrals of enquiry or complaint from Dudley Council Plus or from other internal notification; log and track the date the referral was received, from whom, and record details of any subsequent remedial actions made.

4.1.3. Make charges for the service in accordance with current Housing Service budget of £485,500 (2006/7)

4.1.4. Provide quarterly budget monitoring reports detailing cost of work completed by site.

4.1.5. Maintenance responsibilities in respect of new developments or environmental schemes will be agreed in accordance with negotiated rates with the Area Manager - Halesowen.

4.1.6. Provide advice on interim maintenance regimes for any Housing Services land not currently maintained under schedule A, and provide cost estimates in accordance with agreed rates.

4.1.7. Notify the Area manager - Halesowen of any change to work programmes due to climatic conditions or unforeseen circumstances (i.e. cessation of mowing)

4.1.8. At the request of Housing Services Green Care will undertake site / feature re-measures. A fixed fee will be negotiated for this service at the time of request.

4.1.9. Update the grounds maintenance management systems in order to ensure accurate working schedules and work programming.

4.1.10. In order to demonstrate value for money grounds maintenance data will be benchmarked on an annual basis through the Association of Public Service Excellence (APSE) performance network. Resulting Performance Indicators will be available to both parties.

5. What the Housing Service shall do

5.1. The Housing Service shall:

- 5.1.1. Liaise with Green Care Services with regard to any new / proposed schemes which may alter the existing maintenance regime on any scheduled site. Ensure that timeframes for implementation allow for site re-measures and management system updates. Examples attached in Schedule C
- 5.1.2. Request advice and costing information from Green Care for any Housing Services site not currently maintained under schedule A
- 5.1.3. Fund the agreed charges levied by the Green Care Service in respect of items at 4.1.3 (Green Care budget for Housing related sites).
- 5.1.4. Make reasonable arrangements to ensure access for maintenance at those sites identified in Schedule A, on an ongoing basis.
- 5.1.5. Each Housing Manager / Sheltered Scheme Manager will inspect sites every 8 weeks as part of the Estate Walkabout/Estate Inspections. The Estate Inspection proforma will be completed on whether the Grounds Maintenance of the site has passed or failed. If the site has failed the inspection the Housing Manager / Sheltered Scheme Manager will complete an Inspection Form (Schedule C). The completed form will be sent to the respective Green Care Area Manager for action.
- 5.1.6. The Green Care Area Manager will respond to the Housing Manager within 2 weeks about the action taken/to be taken on issues raised on the Inspection Form.
- 5.1.7. In the event of the same problem being identified on 3 consecutive inspections the Housing Manager will refer to their Principal Housing Manager who will arrange a site visit with the Green Care Area Manager.
- 5.1.8. Following a site visit if the problem is still not rectified within the agreed timescales then the matter should be referred to the Principal Housing Manager, Halesowen Area Office to raise at the scheduled quarterly meetings with Green Care for immediate action to be taken to resolve the problem.
- 5.1.9. Provide regular updates to Green Care on Housing Service contacts and areas of responsibility.

6. Review of the Service

- 6.1. The parties shall review generally the operation of the respective services six months after the commencement of this Service Level Agreement, and thereafter at least once a year, or earlier if requested in writing by either party.

7. Variation

- 7.1. The Service Level Agreement may only be varied by written agreement between the parties and will be reviewed annually.

- 8. Dispute Resolution for SLA

- 8.1. If the parties are unable to agree a matter arising under the SLA such dispute shall be referred to the Chief Executive or such person delegated by him, whose decision shall be final.

Signed for and on behalf of the Green Care Service

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Name
Position
Date

Signed for and on behalf of the Housing Service

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Name
Position
Date