



**SURREY COUNTY COUNCIL'S
LOCAL COMMITTEE IN
EPSOM & EWELL**

**GROUNDS MAINTENANCE
RENEWAL OF AGENCY AGREEMENT**

24th JANUARY 2005

KEY ISSUE:

To consider the renewal of the Agency Agreement whereby Epsom & Ewell Borough Council undertakes the grounds maintenance functions on the highway in Epsom & Ewell on behalf of the County Council.

SUMMARY:

The County Council ended its Highway Agency agreements on 31st March 2002. In the course of so doing, the Executive agreed to the request from Epsom & Ewell Borough Council that they continue to manage the highway grounds maintenance function by means of the Borough-let contract then in place, until its expiry in December 2004.

The Executive also agreed that the Borough Council continue to manage this function until the end of the County Council's Mammoth (Surrey Highways Partnership) contract, subject to further discussion between the two authorities.

The setting up of the Agency Agreement to enable the Borough Council to undertake this function requires the agreement of the Executive Committee.

OFFICER RECOMMENDATIONS:

The Committee is asked to:

- i) **agree that the Executive Committee be asked to approve the setting up of an Agency Agreement, under Section 19 of the Local Government Act 2000, whereby the Epsom & Ewell Borough Council manage the grounds maintenance function until the termination of the County Council's Surrey Highways Partnership contract.**

1. INTRODUCTION AND BACKGROUND

The County Council ended its Highway Agency agreements on 31st March 2002. In the course of so doing, the Executive agreed to the request from Epsom & Ewell Borough Council that they continue to manage the highway grounds maintenance function by means of the Borough-let contract then in place, until its expiry in December 2004. This was achieved through the use of a limited Agency Agreement between the authorities.

The Executive also agreed that the Borough Council continue to manage this function beyond December 2004, until the end of the County Council's Mammoth (Surrey Highways Partnership) contract. This would be subject to further discussion between the two authorities.

The setting up of the new limited Agency Agreement to enable the Borough Council to undertake this function beyond December 2004 requires the agreement of the Executive Committee.

Therefore the support of the Local Committee is sought to the setting up of an Agency Agreement whereby Epsom & Ewell Borough Council continue to manage the grounds maintenance function on the highway on behalf of the County Council.

2. OPTIONS AND IMPLICATIONS

Responsibility for the grounds maintenance function on the highway in Epsom & Ewell is delegated to the Local Committee. This would not change if the function is carried out by the Borough Council on behalf of the County Council.

If the function ceases to be managed by the Borough Council, then the work would be undertaken by the County Council through its Mammoth Contract. This is currently the case in most other Boroughs and Districts in Surrey.

3. SCOPE OF THE AGENCY AGREEMENT

Under the present limited Agency Agreement the grounds maintenance function is defined as:

- a) The maintenance and upkeep of trees, shrubs and ground cover planted or growing within highway limits or on private land and including the cutting and upkeep of grassed areas together with hedge trimming within highway limits or on private land.
- b) In pursuance of such maintenance and upkeep on private land the Agent may exercise the County Council's powers under section 154 of the Highways Act 1980.

It is envisaged that this would form the basis of the scope of the new Agency Agreement.

4. BENEFITS

- a) When requesting the Executive that it be allowed to continue to manage the grounds maintenance function, the Borough Council indicated that it was concerned to ensure that the standards of service that it had provided to the public prior to April 2002 were preserved. The Borough Council have indicated that it will continue to "top up" the budget provided by the County Council to achieve this. Typically an indication of this additional investment is in relation to the maintenance of grass verges, which currently the County Council funds to its present standard of seven cuts per year, and the Borough Council pays for a further seven cuts per year.
- b) Epsom & Ewell Borough Council has negotiated new contracts for the delivery of grounds maintenance and tree maintenance on the land for which it is responsible. Similar work on the highway would be carried out as part of these contracts, thereby enabling the Borough to secure best value through economy of scale.
- c) Operating the present limited Agency Agreement has fostered excellent partnership working arrangements between both authorities. This has been reflected in the high level of service that has been provided to the public. The new Agency Agreement offers an opportunity to build on this success.

5. FINANCIAL IMPLICATIONS

Future budgetary allocations for the environmental maintenance of the highway in Epsom & Ewell will continue to reflect the County Council's policies and standards. The Borough Council have indicated that they wish to maintain the present standards of service delivery for this function and therefore, if necessary, will top up the County Council's funding levels in order to achieve this.

6. CONCLUSION AND REASONS FOR RECOMMENDATIONS

It is considered that the adoption of a new limited Agency Agreement for the management of Grounds Maintenance on the highway in Epsom & Ewell would represent best value, would facilitate partnership working between the authorities, and would achieve an enhanced standard of service delivery.

LEAD/CONTACT OFFICER: **Martyn Williams,
Local Transportation Director**

TELEPHONE NUMBER: **01372 832297**

BACKGROUND PAPERS:
