

SERVICE DELEGATION AGREEMENT

Between: THE NORFOLK COUNTY COUNCIL

And: PARISH COUNCIL

For: GRASS CUTTING SERVICES

Dated:

Practice Director
nplaw
Norfolk County Council
Martineau Lane
Norwich
NR1 2DH

1. **The Delegated Service**

- 1.1. Both Councils have agreed that Parish Council will carry out the delegated service, which is as described in the service specification given in Appendix A (“the Delegated Service”).

2. **General Terms and Conditions**

- 2.1. This Agreement will run from 01 May 2015 to 31 March 2016 (“the Initial Term”). However, it may be terminated at an earlier date and on such date as is agreed between both parties.
- 2.2. At least 2 months notice will be required for renewal or non-renewal of this Agreement and shall be served on Norfolk County Council by Parish Council. Any such renewal, having first been agreed between the parties, shall be for such period as shall be determined by Norfolk County Council and under the same conditions as this Agreement subject to clause 8.
- 2.3. Parish Council will act in place of Norfolk County Council in carrying out the Delegated Service, (a) in accordance with the service specification and the terms of this Agreement, (b) in a manner which is not likely to cause danger to any persons, and (c) in full compliance with all current health and safety laws, rules and regulations.
- 2.4. In an emergency, Norfolk County Council may itself exercise the Delegated Service. Before doing so Norfolk County Council must consult Parish Council unless, in the reasonable opinion of Norfolk County Council, the urgency of the situation does not permit such consultation.
- 2.5. Norfolk County Council and Parish Council will meet during the course of this Agreement and at the request of either party to review performance of the Delegated Service at a date, time and place to be agreed between the parties.

3. **Enquiries and Complaints**

- 3.1. Parish Council will provide a telephone number which the public may ring for enquiries or complaints relating to the Delegated Service, which shall be available between 8.30am and 5.30pm on weekdays and shall provide facilities for out-of hours contact. Calls will be received either by an operator or an answering machine.
- 3.2. Any correspondence or complaint received by Parish Council will be answered by them within 10 working days. Any urgent issues or emergencies, such as those affecting safety, must be responded to immediately.

4. Dispute Resolution

- 4.1. Both parties will attempt to resolve any dispute in relation to this Agreement through negotiations between their duly authorised officers or agents.
- 4.2. Failing the general obligation in clause 4.1 above, both parties will attempt to resolve the dispute through an Alternative Dispute Resolution (“ADR”) procedure, as recommended by the Centre for Dispute Resolution.
- 4.3. If the dispute is not resolved within 56 days of ADR beginning, or if either party will not participate, the dispute will be referred to arbitration. Any decision will be made by a person appointed by agreement between both parties or if no agreement can be reached, by the President of the Institute of Arbitrators, whose decision will be final and binding.

5. Insurance

- 5.1. Throughout the Initial Term of this Agreement or lesser period should early termination occur for any reason Parish Council must insure against public liability for not less than £5 million for any one claim and employers liability for not less than £5 million for any one claim, the number of claims being unlimited.

6. Indemnity

- 6.1. Parish Council will indemnify Norfolk County Council in respect of the consequences of any claims against it arising as a result of the negligence or deliberate inactivity of Parish Council or its agents in carrying out the Delegated Service. This liability to indemnify Norfolk County Council will be reduced in proportion to the extent that any claims arise from the negligence of Norfolk County Council.

7. Payment

- 7.1. Subject to any adjustment in line with an increase in the Retail Price Index [CHAW], Norfolk County Council will pay Parish Council the total sum of £69.78 for work carried out during the Initial Term (which for the avoidance of doubt shall be an urban cut at 375 square metres x 3.7215 (pence per square meter) x 5 cuts). With the agreement of the parties this may be paid pro rata in the Autumn of each financial year. Where an adjustment is made in accordance with the increase in RPI, the figure used shall be that set the December before any payment becomes due.
- 7.2. Parish Council may:-
 - (i) retain any savings provided they are used to enhance the agreed

Delegated Service, and/or

- (ii) with the written agreement of Norfolk County Council use any savings to enhance any other delegated service as delegated by Norfolk County Council, and/or
- (iii) if either of the above two conditions do not apply then they shall repay to Norfolk County Council any unspent money.

7.3. A statement of expenditure will be provided by Parish Council for review and approval by Norfolk County Council at the review referred to in clause 2.5. For the remainder of the Initial Term of the Agreement, or any extended period which may subsequently be agreed between the parties, the sum payable by Norfolk County Council to Parish Council shall be adjusted by a percentage equivalent to the percentage rise or fall in the retail price index during the index period in question. Norfolk County Council will calculate this adjustment and notify Parish Council in the month before the adjustment takes effect.

7.4. Parish Council will act as the principal for VAT purposes.

8. Variation

8.1. This Agreement may be varied from time to time by agreement in writing by Norfolk County Council and Parish Council, and a copy of such variation will be attached to this Agreement.

8.2. Norfolk County Council may vary the amount of work required to be carried out by Parish Council, with their agreement, and if an agreement is reached, an appropriate adjustment will be made to the amount of payment.

8.3. The amount of payment may be varied following a bona fide retendering exercise if Parish Council's costs are increased or decreased.

9. Schedule

9.1. A schedule of works in relation to the Delegated Service and plans to identify the areas where grass is to be cut are given in Appendix B and shaded green. The schedule will be updated during the term of the Agreement to enable Parish Council to carry out the Delegated Service.

10. **Guidance Notes**

- 10.1. Guidance notes for discharging the Delegated Service are given in Appendix C.

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Execution of the Agreement

This Agreement is made the day of
..... 2014

Signed:

.....
(On behalf of Norfolk County
Council)

Signed:

.....

Signed:

.....

On behalf of Parish Council, and in the presence
of:-

Signed:

.....
Clerk

Appendix A

Service Specification

1. Cutting shall be carried out in a careful and safe manner and shall be in accordance with the areas shown on the drawings and schedule.
2. The maximum finished cut height shall be 50mm and will not normally exceed 150mm before being cut.
3. Grass shall be cut right up to road signs, marker posts, lighting columns etc. by hand or strimmer. This work will be completed within the same week (7 calendar days) as the mowing is carried out. The cost of this work shall be included in the appropriate mowing rates.
4. All areas shall be cut up to 5 times per season. Flail mowers shall not be used for this cutting.
5. Sites of Specific Scientific Interest (SSSI's) will be subject to different standards. These standards will be detailed by the Engineer as necessary.
6. Linear Habitats and Licensed Verges will be subject to different standards. These standards will be detailed by the Engineer as necessary.

Appendix B

Schedule of Works and Plans

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Appendix C

Guidance Notes

The Plant supplied for the Service must be licensed and insured to comply with current regulations.

Vehicles used as Plant shall be fitted with a cab mounted flashing amber light which must be operating when engaged in grass cutting. Each vehicle must also carry alternative red and yellow reflective markings in accordance with SI 1989 No 1796 (Lighting Regulations on Vehicles) and BA AU 152 (Specification for Rear Marking Plates for Vehicles) 1970 (Rev 1990), and an arrow mounted on the rear of the cutting unit (See sub-Clause 4.5).

All operatives must wear high visibility clothing to BS EN471:1994, Class 3, incorporating additional reflective materials for extra safety, boots with steel toe-caps and, where appropriate, helmets, all to be provided by the Contractor. This also applies to where plant is being delivered to work sites.

Traffic Signs

- 4.1 The Contractor shall at all times comply with Chapter 8 of the Traffic Signs Manual. 'Traffic Safety Measures for Roadworks' as appropriate (published by TSO in 2006).
- 4.2 Warning signs used shall be Class 1 retroreflective signs to Table 1 of BS EN12899 -1:2001. Triangular signs shall be minimum size 750mm and wording of supplementary plates shall be to minimum 'x' height of 62.5mm.
- 4.3 Particular requirements for single carriageways shall be:

Sign to Diagram 7001 (Road works Ahead) with supplementary plate to diagram 7001.1 with legend "Grass Cutting" to be provided and erected on both approaches to all cutting vehicles. The maximum distance between opposing signs shall be 1 mile. (Any reference to sign diagrams in these Guidance Notes relate to 'The Traffic Signs Regulations and General Directions 2002' and its amendments of 2004 and 2005).
- 4.4 Road Works Ahead signs should be sited in order that all approaching drivers from either direction and road junctions shall have been adequately warned of the operation by passing at least one warning sign erected in a clear and legible position in advance of the cutting operation.
- 4.5 A Keep Left / Right sign (as appropriate) to Diagram 610 shall be provided. Sign diameter to be 600mm minimum.
- 4.6 All signs shall be maintained in a clean and legible condition.