



Memorandum of Understanding Extending
Neighbourhood Services Partnership
Agreement 2019 – 2024
For One Year 2024/25

Draft 1.0

Contact: greg.gavin@northumberland.gov.uk

Date: 27 March 2024

Introduction

This Memorandum of Understanding (MOU) between Blyth Town Council and Northumberland County Council is written confirmation of an extension of the Neighbourhood Services Partnership Agreement 2019 – 2024 for a period between 1st April 2024 and the 31st March 2025, in accordance with clause 5.2 of the original agreement.

For simplicity all the original agreements terms and conditions will be maintained except for two clauses relating to termination liabilities.

Though the terms and conditions will remain the same, the years extension will be used to further trial a change in operational practices as agreed in previous partnership board meetings, leading to a prioritisation of resource being deployed to agreed gateway routes to achieve a higher amenity value on these key routes, a return to the core number of grass cuts in other areas but with each cut being completed to a higher quality standard in respect of the completion of back up work such as strimming, blowing back etc.

The findings of this trial will be assessed in conjunction with the outcomes of the County Council's county wide Grounds Maintenance Review before any decisions are taken on further extensions or future agreements.

Both parties remain fully committed to enhancing Local Environmental Quality in Blyth.

MOU

This Memorandum of Understanding (MOU) is made and entered into by and between [Northumberland County Council], hereinafter referred to as the "County Council," and [Blyth Town Council], hereinafter referred to as the "Town Council," collectively referred to as the "Parties," on this [Date]

The Parties entered into a Partnership Agreement dated 1st April 2019 and the Parties wish to extend the terms and conditions of the Original Agreement for an additional period of one year, commencing from 1st April 2024, subject to the terms and conditions set forth herein. The parties hereto agree as follows:

1. Extension of Partnership Agreement: The Parties hereby agree to extend the term of the Original Agreement by one year, from 1st April 2024 to 31st March 2025.
2. Terms and Conditions: All terms and conditions of the Original Agreement shall remain in full force and effect during the extended term, unless otherwise modified herein.
3. Responsibilities: Each Party shall continue to fulfil its obligations and responsibilities as outlined in the Original Agreement throughout the extended term.
4. Review and Renewal: At the end of the extended term, the Parties shall review the performance and effectiveness of the partnership and may consider further renewal or termination of the Agreement.
5. Miscellaneous Provisions: All other terms and conditions of the Original Agreement not specifically modified herein shall remain unchanged and in full force and effect.

6. For simplicity all the original agreements terms will be maintained except for two clauses, 20.7 and 21.6. In the original agreement both clauses stated:
“The Town Council shall reimburse the County Council for its reasonable and sufficiently evidenced costs resulting from the termination of this Agreement by the County Council under this section. Such costs may include without limitation, staff redundancy costs in relation to Personnel substantially engaged in the Services and cancellation costs in relation to vehicles and equipment substantially used in connection with the Services. The County Council will seek to minimise these costs by redeploying resources to other teams wherever possible. Redundancy liabilities for the Town Council will be limited to those incurred from the beginning of the first partnership agreement in 2014. The Town Council must pay that reimbursement no later than 30 days after the County Council’s written request”
7. Clauses 20.7 and 21.6 are modified by this MOU to the agreed position of:
“The Town Council shall not be required to reimburse the County Council for any costs resulting from the termination of this Agreement by the County Council or the Town Council under section 20 or section 21.
8. Entire Agreement: This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be duly executed and delivered by their duly authorised representatives as of the date first above written.

Joseph Hughes, Town Clerk, Blyth Town Council

Signature-----Date-----

Greg Gavin, Head of Neighbourhood Services, Northumberland County Council

Signature-----Date-----

Appendix 1

This appendix describes services provided by Northumberland County Council under partnership agreement with Blyth Town Council.

This document does not describe any financial arrangements between the parties.

Gateway Grass Cutting:

This will be carried out as follows:

A quality cut will be carried out to the standard as agreed but still on a 5 day turn around.

1 x Ransome Wide Area Grass Cutter Plus Tractor with Trimax Grass Cutter for Open areas.

All areas will be litter picked and the team will also strim and spray around obstacles before cutting.

It is anticipated the average number of gateway cuts achieved per season will be between 20/28 cuts weather permitting.

Amenity Grass Cutting:

A minimum of 10 cuts for all amenity grass areas with a 15-day turnaround (2 weeks per cut)

We will deploy 6 X John Deere Ride-On Grass cutters to attend all areas within Blyth, all areas will be litter picked. The team will also strim and spray with herbicide all back edges and obstacles before cutting.

The dashboard will need to be reviewed to reflect the above.

Joint Approach to Monitoring:

Moving away from a focus on achieving a set number of cuts to a quality focused model will need a new approach to performance monitoring/management. NCC officers will work with BTC to establish an inspection standard which will be reported monthly – effectively signing each month off as acceptable to BTC based on reliable and up to date information.

Street Cleansing Work

The STL has organised a schedule of works for Partnership Staff (BTC/Core).

Split gives each team ownership of a Zone (1, 2 and 3)

Based on the Litter Bin schedule provided and agreed with by BTC

Empty litter bins on a minimum weekly service within residential areas and a greater frequency in identified hotspots.

Daily service in high footfall areas such as the town centre and other high-profile shopping/visitor areas these will be shown in the enclosed Schedules as sample below.

Fly tipping will be conducted within the protocol of this memorandum and the timescales of the previous agreement, earlier removals will be authorised by BTC and this will be reviewed at monthly meetings.

Street Sweeping Work

All sweeping routes have been analysed and agreed for the 3 Pedestrian Sweepers within the partnership and will now work along the litter crews to ensure all work carried out where possible as there are some areas that do not lend themselves to this work pattern.

In addition, the large mechanical sweeper has had all the routes revisited and now has a 6weekly schedule throughout the Southeast area for all main roads leading in and out of the main towns including Blyth.

Play Area Inspections

All Play areas to be inspected on a weekly Schedule.

Minor repairs to be carried out were possible.

Major repairs to be reported for approval and scheduling.

Bus Shelter cleansing

This is now carried out successfully on an 8-week schedule and has been working well we have ordered an attachment for the pressure cleaners on the sweepers to ensure the bus shelter roofs are cleansed within the cycle as this was identified as an issue.

We propose to use the available time to cleanse other areas of concern to BTC.

Note:

On occasion we will encounter some extreme weather conditions that could affect certain aspects of our operations such as Grass Cutting.

All Partnership and Core staff at this time will be put on other duties within the partnership area, this could be anything from Weed removal, extra cleansing, edging or obstacle work. Any outstanding service requests received or identified by either Blyth Town Council and its residents or by the team themselves should be by priority need and mutual agreement by both parties.

The Regeneration works (Energising Blyth) to be included to clarify in this document that it does not impact on this MOU.

Moving forward the cost to Blyth for the Gateway additional cuts will be assessed on the actual cost to be monitored during the year.

Partnership quality standards [photographs]:

Below: Gold standard the partnership aims to achieve



Below: Gold standard the partnership aims to achieve



Below: Acceptable standard which must be achieved



