

## Services Level Agreement 2013/14 Delegation of Environmental Services

### 1 Parties

- 1.1 This Service Level Agreement is made between the *Inner East Area Committee* and the *East North East Environmental Locality Team*.

### 2 Period of the agreement

- 2.1 This Service Level Agreement will take effect from 20<sup>th</sup> June 2013 until the first Area Committee meeting in the municipal year 2014, or an earlier date as agreed by both parties.

### 3 Purpose of the agreement

- 3.1 To achieve agreed standards of delivery for those services that fall within the scope of the environmental delegation to Area Committees.
- 3.2 To set out the outcomes expected of the environmental Locality Team within the Area Committee's area and how success will be measured.
- 3.3 To promote greater accountability in the provision of environmental services and to enable elected Members to be more involved in decisions concerning the prioritisation and level of service delivered within the scope of the delegation. As well as improved flexibilities around those services which are delivered on a routine/routes basis, this may include specific service requirements to tackle local issues and plan/respond to local events and seasonal issues.

### 4 Scope of services covered by the agreement

- 4.1 In delegating a range of environmental services to the Area Committee, Leeds City Council's Executive Board has taken account of the ability of services to be effectively delivered, and directed at a local level. The following are those services that are covered by 'the delegation':

- **Street cleansing -**
  - Manual litter picking
  - Litter bin emptying
  - Mechanical path & road sweeping

- Leaf clearing
  - Flytipping removal
  - Gully cleansing
- **Regulatory environmental services -**
    - Flytipping enforcement
    - Graffiti enforcement
    - Dog controls (e.g. strays, fouling)
    - Highways enforcement
    - Domestic & commercial waste storage & transportation control
    - Overhanging vegetation control
    - Litter control (FPNs, flier controls etc)
- 4.2 The core services will continue to be delivered on an agreed citywide operational basis of:
- (a) Street Cleansing - deliver a 7 days a week service across the city. Staff work 10 hours shifts per day based on a 4 by 3 shift pattern over a fortnight. Operations commence between 6am and 8am.
- (b) Regulatory Environmental Services - operate on a Monday to Friday, normal working hours basis. Weekend and evening working is possible by prior arrangement, but usually at additional expense.
- 4.3 Local variations to the above basis for the delivery of the service can be negotiated as part of the SLA as an agreed additional, bespoke service, paid for from Wellbeing budget for example.

## **5 Roles & responsibilities**

- 5.1 The specific responsibilities of parties involved in the delivery, management and oversight of the SLA are set out in appendix 1.

### **Elected Members**

- (a) Area Committee: responsibility delegated from Executive Board to develop and agree the SLA each year and to monitor the delivery of the service against the agreed specifications and outcomes. To negotiate changes to the SLA to address unforeseen issues/events and address service failure/inefficiencies.
- (b) Area Committee Chair: To liaise with the Locality Manager to ensure that decisions on service delivery are being made in accordance with the SLA and that timely and accurate reports/information are provided for Area Committee and relevant sub/ward meetings in order for the Area Committee to meet its responsibilities. To work in partnership with other Chairs across the relevant 'wedge' and the city as a whole as required (for example at the Area Chairs' meeting).
- (c) Environment Area Lead Member: To work collegiately with the other Environmental Area Lead Members and the Executive Board Member

to help change attitudes and behaviours across the city that will improve the environment at a local level. To increase the understanding of the barriers and issues faced at locality level to improving local environmental quality and promote the delivery of solutions through partnership working.

- (d) Environment Sub-group: To receive quarterly reports on the delegated services and closely monitor the performance and outcomes of the SLA. To consider in-year variations to the SLA, where necessary making recommendations to the Area Committee for the Locality Manager to implement. To undertake an annual review of the SLA and the development of a new SLA for 2014/15. To consider equality, diversity, community cohesion and community safety matters in relation to the delegation of environmental services.

### **Environmental Locality Manager**

- To deliver services under the delegation in line with the preferences and guidance set out by Members within this SLA;
- To maintain records of service activity as necessary to monitor performance against the SLA outcomes.
- To report on service activity against the requirements of this SLA, in line with the review and performance monitoring framework;
- To establish and maintain productive relationship with Members to achieve the best outcomes from the available resources;
- To lead the SLA's annual review process, including the development of a new agreement for the following municipal year.
- To work in partnership with other organisations/agencies delivering environmental services, e.g. ALMOs, Parks & Countryside, to ensure a holistic approach to environmental cleansing and regulation regardless of land ownership;

## **6 Service principles and priorities**

- 6.1 Under the terms of the agreement the Locality Manager will ensure that the following principles be applied and priorities addressed in how the Locality Team plans and delivers its services across the Inner North East area:

(a) **Outcome focused:**

The ENE Locality Team will focus on delivering the best outcome for residents across the Inner NE area - so that the streets and neighbourhoods in which they live are of an acceptably clean standard. It is this equality of standard that every resident will be entitled to, not necessarily the same quantity of service. For example, not everyone will get their street swept every x weeks, but everyone will be entitled to get their street swept as and when needed if it is the best solution to making sure it doesn't fall to an unacceptable standard of cleanliness.

(b) **Responsive to local needs:**

The service will be more responsive to local needs. There will be greater capacity built in to react to current grotspots, plan for known local events that

may effect the cleanliness of neighbourhoods and go where the problem is at that time.

(c) **Common sense approach:**

The service will have a common sense approach which supports getting the job done. No cleaning of clean streets, more flexible routes/coverage, no driving/walking past problems.

(d) **Working as a team in our priority neighbourhoods:**

The service will work as part of the “team neighbourhood” approach and contribute towards tackling problems identified in the agreed priority neighbourhoods of Burmantofts, Gipton, Harehills, Richmond Hill and Seacroft.

(e) **Supporting community action:**

We will work better with community based organisations that add value to what we do and contribute towards making our streets and neighbourhood cleaner.

(f) **Education and Enforcement:**

We will develop and implement local strategies which effectively combine education and enforcement approaches to tackling long standing problems. For example we will develop a better relationship with schools to work together to prevent litter on school routes and have a clearer policy around the cleaning of shop frontages that works in partnership with local businesses to make local shopping centres/main streets clean and pleasant places to visit. We will take a lead on the environmental improvement of agreed zones within the priority neighbourhoods.

(g) **Working with ENE Homes to deliver more effectively:**

We will work in partnership with ENE Homes to make more effective and efficient use of our combined resource; focusing initially on joint approaches to cleaning open land/spaces and developing a maintenance programme for ginnels.

(h) **Planning for seasonal and annual events:**

We will ensure that there is sufficient capacity and flexibility in the service to programme in work to deal with leaf fall in autumn and help clean up after significant community events planned during the year.

## **7 Service activity**

7.1 The Environmental Locality Team, via this SLA, undertakes to provide the following service provision to the Inner East wards of Burmantofts & Richmond Hill, Gipton & Harehills and Killingbeck & Seacroft, as determined by the Committee and statutory obligations placed upon the Council. Activity type is split between programmed and reactive service provision, with activity detailed separately below for each service.

### **7.2 Street Cleansing Functions**

*(a) Mechanical Path & Road Sweeping*

Sweeping is largely undertaken by pre-determined routes (blocks) which are scheduled to be completed on a cycle set on a weekly, 3 weekly, 6 weekly or 12 weekly basis.

Each block represents approximately 20km of road/paths (ie 10km x 2 sides of the road) and is now split into 2 halves – and sweeping alternates between the two halves each time the block is scheduled to be cleaned. Those streets/roads that have been identified as requiring a sweep/clean at every visit are indicated on the route maps. The service will work with ward members to review the new routes/blocks and agree where changes to which streets are done on which cycle/or on both can be made.

A mechanical path sweeper can complete one route per working day, whilst a road sweeper can complete two routes per day. Routes are scheduled to be completed for both path and road sweeping on the same day and frequency, therefore on the same day two path sweepers will complete the same two routes that one road sweeper completes.

Detailed schedules and maps of the routes of the mechanical sweeping function are available from the team and can be amended through agreement at ward member meetings providing there is no affect on neighbouring wards or extra resource requirement.

Work cycles are based on an 8-day “week”. This enables an extra day of “spare” capacity to be programmed in, which allows the service to recover days lost for planned and unplanned leave. Any remaining capacity will be used to respond to local problems, support community clean ups, tackle seasonal issues and take part in joint-operations agreed through tasking meetings.

*(b) Manual Litter Picking*

Manual litter picking is undertaken on pre-set routes which are scheduled to be completed over a 7 day period, with each route completed by a team of two streetscene attendants who alternate duty through the 4 by 3 shift pattern. Daily coverage per attendant is expected to be approximately 11km.

The routes and frequencies covered by the Inner NE SLA are available from the team.

Where possible, variations to the routes will be negotiated at ward member meetings. This will be limited to instances where the total daily distance covered is not increased.

There is no direct capacity built into this element of the service to cover for sickness and annual leave although call can be made on the limited cover budget.

*(c) Litter Bins*

Litter bins will be emptied and the immediate vicinity checked for cleanliness by one of the two crews on duty in the ENE Locality Team. The SLA is for all

bins to be emptied without any overflowing and the frequencies of visits to bins will be adjusted to ensure this commitment is met.

However, where a litter bin is full, for example because of a local event/exceptional busy period, the service will make all reasonable attempts to empty the bin within 24 hours of it being reported.

*(d) Flytipping*

The team will aim to respond to reported instances of flytipping on public land within 24 hours. This will usually involve an initial visit by enforcement staff to assess whether sufficient evidence can be gathered to enable a legal notice to be issued or fine/prosecution to be made. If the flytip is then clear to be removed by LCC then our flytip crew will do this as soon as possible, usually within 48 hours.

*(d) Gully cleansing*

There are approx 44,000 gullies to clean across the 9 wards in the ENE locality. In Inner East there are 15,528 which breaks down as: 5,316 in Burmantofts and Richmond Hill, 4,932 in Gipton and Harehills and 5,010 in Killingbeck and Seacroft. The one vehicle allocated to ENE will operate on a 7 day/wk shift pattern. It will spend about two months in each ward throughout the year, working 6 days in that ward and using the other day to respond to referrals from other parts of the locality. In periods of heavy rain etc, the crew may be stood down from ward based programmed work to concentrate on referrals only. The team will respond as quickly as they can to ward member (and public) referrals of blocked drains/gullies. A full cycle of clearing/cleaning of all gullies across ENE is estimated to take 18 months (but may be longer depending on weather). Gipton and Harehills was completed in 2012/13. Burmantofts and Richmond Hill ward will be completed in the first half of 2013/14 and then the next Inner East ward to be programmed in will be Killingbeck and Seacroft.

### **7.3 Environmental Enforcement and Regulation**

The enforcement element of the service operate on a Monday – Friday basis, although weekends and evening working is possible by prior arrangement, but usually at additional expense.

Historically, the majority of work undertaken by the regulatory team involves responding to requests for service made by members of the public, via the Council's contact centre, or ward Members. Responding to these issues in this manner takes up approximately 80% of the time available within the team.

For 2013/14 the work of this element of the team will be split into two parts – those focusing proactively on agreed improvement zones in the Area Committees' priority neighbourhoods, and the rest responding to issues as they arise throughout the remainder of the ENE locality.

The Environmental Improvement Zones (EIZs) to be continued to be tackled in 2013/14 in Inner East area are:

- Bellbrookes
- Broughtons
- Hovingham/Dorsets
- Markham Av/Airlies
- Nowells
- Sandhursts
- Seaforths
- Seacroft Shopping parades (South Seacroft, Boggart Hill and Dib Lane).

A number of further EIZs have been identified and agreed with ward members and as capacity allows in 2013/14 work will begin on those. The priority within wards will be determined by local ward members and the priority order within the Area Committee agreed at the Environmental Sub Group.

At a ward level, local tasking arrangements will be used by the service to lead discussion and ensure the securing of partner resources in problem solving and addressing the priority “grime” issues through joint enforcement.

The SLA also includes deployment of the dog warden resource in the locality team. This small resource (1.5 staff), will be used to problem solve and utilise the intelligence/resource of other locality team staff and partner organisations to tackle hotspot streets/open spaces/parks where dog fouling, nuisance and flouting of dog control orders is worst. They will also continue to respond to reports of stray dogs.

#### 7.4 **Temporary “hot spot” Team**

For 2013/14 a small, temporary “hot-spot” crew (inc a dedicated enforcement officer) will be deployed across a number of discreet neighbourhoods in Inner East where local issues such as the estate design are currently causing existing services problems in successfully delivering their standard service and where longer term changes to service delivery may be needed.

As well as getting on top of issues that hitherto have fallen through gaps in service provision, the temporary team will help inform how a new, one environmental service for the locality is designed when resources and responsibilities are transferred from ENE Homes to the Locality Team during 2013/14.

This temporary resource will be funded by a combination of Housing Revenue Account (£83k maximum) and Inner East Wellbeing budget (£40k maximum).

The Locality Manager will be accountable for the effective use of this resource and will report through the SLA mechanism to Area Committee/local ward members.

#### 7.5 **Responding to urgent issues**

Urgent, unforeseen issues within the Area Committee area, wedge or elsewhere in the City may arise which require a service response outside of the capacity of the locality team. In such an event, resources may have to be

temporarily diverted from scheduled work. If this occurs the Environmental Locality Manager will inform the Committee Chair and Environment Champion as soon as possible. The scale and impact of the diversion of resources will be fully detailed within subsequent performance reports to the Area Committee.

## **8 Service outcomes**

8.1 Local Authority performance on local environmental cleanliness has in the past been measured at a city-wide level using the National Indicator 195 (NI 195). Whilst this indicator is no longer in use nationally, it will continue to be used with some amended methodology to measure cleanliness at city level. The indicator measures the number of sites surveyed to be satisfactory in terms of the presence of:

- (i) litter
- (ii) detritus (eg leaf mould, dirt accumulations etc).
- (iii) graffiti
- (iv) flyposting.

8.2 The overall effectiveness of the locality driven service will be monitored at a city level with regard to the above measurement and reported to Area Committees.

8.3 In addition, the effectiveness of the interventions and actions carried out in the new EIZs will be measured by six monthly resident satisfaction/perception surveys in the agreed zones. These will be reported through the sub group to Area Committee.

## **9 Accountability**

9.1 The Environmental Locality Manager will be accountable to the Area Committee for the delivery of services as laid out in the SLA.

9.2 The Area Committee will be accountable to Executive Board for the achievement of service outcomes and the local execution of Executive Board policies on environmental quality.

9.3 As concurrent delegated authority exists with the Director of Environment & Neighbourhoods and Chief Environmental Services Officer, these positions will remain accountable to the Executive Board for the effective and efficient delivery of environmental services and related decisions.

9.4 Ultimately, however as an Executive Function, the Executive Board of Leeds City Council will remain accountable for delivery of environmental services to the residents of Leeds.

## **10 Reporting & performance monitoring**

10.1 Environment Sub-group



Quarterly service activity reports will be submitted by the Environmental Locality Manager to the Environment Sub-group for consideration. Through the sub-group, the report will be used to identify changes in issues and priorities, and therefore guide service delivery over the following quarter(s).

10.2 Area Committee

Twice yearly performance monitoring reports will be submitted by the Environmental Locality Manager to the Area Committee for consideration. The report will detail the performance against service outcomes and the execution of Executive Board policy locally.

10.3 Executive Board

An annual report will be submitted by the Area Committee to Executive Board, detailing the performance against service outcomes and the execution of Executive Board policy locally.

## 11 Review process

11.1 The Agreement will be reviewed on an annual basis, to inform the production and approval of subsequent Agreements. The review will be undertaken in line with the corporate budget cycle and review process, to ensure that consideration is given to changes in budget allocation and corporate priorities.

11.2 The review process will be undertaken jointly with officers of the service and all, or nominated Members from the Area Committee.

11.3 The review process will commence in Oct – Dec quarter and completed in the Jan – March quarter. An outline draft SLA for 2014/15, will be presented for consultation at the last Area Committee meeting of the municipal year (March/April).

11.4 The new SLA for the 2014/15 municipal year will be formally approved by the Area Committee at its first meeting of that next municipal year (June/July), along with the end of year service monitoring report outlining performance against the 2013/14 agreement.

11.5 Both parties can request re-negotiation of the contents of the agreement in the event of changes to local need or preferences, service demand or citywide policy in respect of environmental cleanliness/services. Any requests will need to be formalised through either an Area Committee meeting or the Environment Sub-group, whichever is deemed most appropriate. Should urgent changes to service delivery be required, then under the Council's scheme of delegated authority, the Environmental Locality Manager will have the power to approve and implement such changes.

## 12 Resolving Disagreements

12.1 The Area Committee Procedure Rules in the Council's constitution set out the ultimate procedure to follow in the event of a fundamental disagreement between the Area Committee, and the service.

- 12.2 In general, it is expected that all parties will try to resolve a dispute locally in the first instance. Where a mutually acceptable resolution cannot be reached, the matter will be referred to the Director of Environment & Neighbourhoods and/or the Executive Member for Environmental Services. Both have the right to refer the matter to the Executive Board for consideration. In instances where the dispute has an impact on service delivery, the Director of Environment & Neighbourhoods shall have the right to implement a temporary solution, pending Executive Board consideration of the disputed issue.
- 12.3 Where disagreements arise over decisions made by the Area Committee or the Director of Environment & Neighbourhoods, then the Area Committee Procedure Rules of the Constitution will be followed.

### **13 Confidentiality & Legal Requirements**

- 13.1 Where information is supplied by either party deemed of a confidential nature, all individuals acting on behalf of the parties will treat information as confidential and not disclose it to any groups/individuals outside the Agreement.
- 13.2 The legal requirements placed upon the Council through various pieces of legislation such as the Environmental Protection Act 1990 and the Control of Pollution (Amendment) Act 1989, must be met through this agreement. It is the duty of the Environmental Locality Manager to ensure that the Area Committee fully understands any impact that their priorities or service direction may have on the ability to meet these legal requirements.

Signed:.....Date.....

Signed:.....Date.....

## **Appendix 1: Roles and Responsibilities of Parties**

### *The Area Committee*

- To develop and approve an annual Service Level Agreement (SLA) to achieve as a minimum the Council's statutory obligations and the execution of Executive Board policies;
- To determine, via the SLA, the principles of deployment of the available resources by:
  - identifying priorities for service delivery (both geographical and in terms of types of service to be delivered)
  - Agreeing the most appropriate approaches to be taken to achieve local environmental cleanliness and quality;
- To be responsible for monitoring and reviewing the delegated activities in relation to the service outcome specified in the SLA; and
- To be responsible for negotiating amendments to the SLA with the Service to accommodate unforeseen events or address patterns of service failure during the course of the agreement period. Inevitably

### *Area Chair*

- To lead the Area Committee in its consideration and decision making processes in regard to the delegated environmental services;
- To represent the Area Committees' view point on environmental services and related issues outside of Committee meetings, e.g. Area Chairs' meeting;
- To liaise with the Locality Team Manager to ensure that decisions on service delivery are being made in accordance with the Agreement;
- To work in partnership with other Chairs across the relevant 'wedge' and the city as a whole as required; and
- To establish and maintain productive relationship with Officers to achieve the best outcomes from the available resources.

### *Area Lead Member*

- Through an environment sub-group (where one exists), to act on behalf of the Area Committee in overseeing the implementation of those parts of environmental services delegated to the Area Committee;
- To promote commitment to the wider local environmental agenda through the active engagement of elected Members, local authority environmental services and local partners;
- To increase the understanding of the barriers and issues faced at locality level to improving local environmental quality;
- To help change attitudes and behaviours to improve the environment at a local level; and
- To establish and maintain productive relationship with Officers to achieve the best outcomes from the available resources.

### *Environment Sub-group*

- To oversee and give support to the implementation of the SLA, including securing community involvement in the design, deployment and monitoring of the delegated services;
- To receive quarterly reports on the delegated services and closely monitor the performance and outcomes of the SLA;

- With relevant officers, to undertake, an annual review of the SLA.
- To assist in the annual development of a new SLA, setting priorities for service delivery;
- To consider in-year variations to the SLA, making agreed recommendations to the Area Committee and Locality Manager to implement; and
- To consider equality, diversity, community cohesion and community safety matters in relation to the delegation of environmental services.

#### *The Environmental Locality Manager*

- To deliver services under the delegation in line with the preferences and guidance set out by Members within this SLA;
- To work in partnership with other organisations/agencies delivering environmental services, e.g. ALMOs, Parks & Countryside, to ensure a holistic approach to environmental cleansing and regulation regardless of land ownership;
- To maintain records of service activity as necessary to monitor performance against the SLA outcomes.
- To report on service activity against the requirements of this SLA, in line with the review and performance monitoring framework;
- To establish and maintain productive relationship with Members to achieve the best outcomes from the available resources;
- To lead the SLA's annual review process, including the development of a new agreement for the following municipal year.