

Report to the meeting of Edwardstone Parish Council on 18 September 2023

Purpose of Report:

To consider proposals for Council to enter into a three-year term for the Parish's footpath cutting contract with effect from 2024.

Background:

The Council took over responsibility for the cutting of footpaths in the Parish from Suffolk County Council in 2021. As part of the agreement the Council receives an annual set fee payment from the County Council to cover the costs.

In selecting the contractor, the Council's procurement process was followed but there was little or no interest from adequately qualified practitioners, mainly due to the fact that the Council was offering the contract at a 'fixed rate' defined by the payments received from Suffolk County Council. The contract was subsequently awarded to Garden Arbs Ltd, a company which has carried out similar work for several other local Parish Councils. The initial contract was on a 12-month trial basis to be renewed annually subject to performance.

The Council has been satisfied with the service provided by Garden Arbs but the process of renewing the contract annually has proven to be unwieldy and time consuming.

There is nothing in the Council's Standing Orders or Financial Regulations preventing the Council from offering a three-year contract.

Recommendations:

- i) That the Council waives its Financial Regulation 11 relating to contracts for the reasons state above as allowed by regulation 11.1(d) "When applications are made to waive financial regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the council"
- ii) That the Council enters into a three-year contract for its footpath cutting operation.
- ii) That a three-year contract be offered to the Council's present contractor, Garden Arbs Ltd

Financial Implications:

As the Council receives payments toward this service from Suffolk County Council, there are no financial implications

Risk Management:

The contractor could go out of business during the term of the contract but problems associated with that would not be insurmountable and another contractor could be sought to complete the contract.