

# **Service Level Agreement (SLA)**

**Between Barnet Homes and London Borough of Barnet**

**2017/2018**

**Trees**

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## **Change Control**

<b>Item</b>	<b>Reason for Change</b>	<b>Version</b>	<b>Author</b>	<b>Date</b>
1	First draft	1	Deeion Sharpe	04/07/2013
2	Second draft	2	Andy Tipping	20/05/2014
3	Third draft	3	Andy Tipping	02/07/2014
4	Fourth draft	4	Andy Tipping	13/11/2014
5	Fifth draft	5	Deeion Sharpe	08/09/2015
6	Sixth draft	6	Deeion Sharpe	13/05/2016
7	Seventh draft	7	Andy Tipping	13/05/2016
8	Eighth Version	8	Stuart Coleman	30/03/2017

## 1 Introduction

- 1.1 This Service Level Agreement defines the services that will be supplied by the London Borough of Barnet (**Council**) to Barnet Homes (**Barnet Homes**) and the charges that will be levied for them for professional services relating to trees on housing land.
- 1.2 The agreement covers the period from 01/04/2017 to 31/03/2018 inclusive.
- 1.3 Termination of the agreement, either in its entirety or in part, will be indicated by either party giving written notification to the other party allowing a minimum of 3 months' notice.

## 2 Dispute Resolution

- 2.1 The parties agree that Barnet Homes will be responsible for regular monitoring of performance under each SLA. Where Barnet Homes (acting reasonably) considers that there has been an unacceptable level of performance for an SLA then it will notify the relevant team providing the services to Barnet Homes comprised within the relevant SLA and liaise with them directly in order to agree measures to be put in place to address any such under-performance.
- 2.2 Should Barnet Homes and the relevant team providing the services to Barnet Homes comprised within the relevant SLA have a difference of opinion or dispute in relation to the relevant team's performance in respect of providing the relevant services to Barnet Homes the difference of opinion or dispute may be escalated by either party for resolution with appropriate evidence:
  - 1.1.1 to the Contract Manager through the monthly performance review meetings, and if the Contract Manager cannot resolve the difference of opinion or dispute it should be escalated for resolution;
  - 1.1.2 to the Housing Partnership Board, and if the Housing Partnership Board cannot resolve the difference of opinion or dispute it should be escalated for final resolution;
  - 1.1.3 to the Council's Section 151 Officer (who in reaching any decision is to take soundings as to the final resolution in person, by email and/or telephone from those officers sitting on the Strategic Housing Board), whose decision will be final and binding.
- 2.3 The Agreement is open to amendment at any time subject to agreement by both parties. Such amendments will be reflected into the body of the Agreement which will then be re-issued at the next available issue number. The amended agreement will become effective once it has been signed by an authorised officer from both the Council and Barnet Homes.
- 2.4 This agreement at issue 5 has been entered into by both Barnet Council and Barnet Homes as attested to by

**Name: Elliott Sweetman**

**Name: Shaun Morley**



**Director of Operations  
Barnet Homes**

Date: 04/09/2017

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**Street Scene Director  
London Borough of Barnet**

Date:

### 3 The Agreement Details

2.1 The service will be provided by the LBB Tree Section for term 2016-2017 and it will cover the following:

- Responding to all tree enquiries as requested by Barnet Homes employees as set out on the attached Tree pro-forma at appendix A
- Updating and modifying all pro-forma data of Barnet Homes responsive works
- Providing 24 Hour emergency cover to Barnet Homes' sites as part of Tree Section Callout rota, Borough-wide.
- Normal working hours defined as Monday – Friday 8am -5pm, excluding bank holidays

2.2 Duration –one year 1 April 2017 to 31 March 2018.

2.3 The agreement is open to amendment at any time subject to the agreement of both parties. The amendment will become effective when it is signed by an authorised officer both from the council and from Barnet Homes.

#### 2.4 Signatures

This agreement at issue 6.0 has been entered into by both Barnet council and Barnet Homes as attested to by:-

Name: Elliott Sweetman



**Director of Operations  
Barnet Homes**

Date: 04/04/2017

Name: Shaun Morley

**Street Scene Director  
London Borough of Barnet**

Date:

### 3 Charges to be levied

- 3.1 £8,000 annual payment to cover staff costs and management of the SLA as set out below:

Administration, database maintenance, personnel management, personnel costs including mileage payments and licences  
**£ 8,000**

**Total £8,000**

- 3.2 The London Borough of Barnet to invoice Barnet Homes in 1 annual instalment to cover this payment.
- 3.3 Charges for one-off services, such as back garden visits, emergency call-out and referral for alleged tree root damage cases will be charged as published in the Council's fees and charges currently at £85 per hour (minimum one hour) and will be inspected by Senior officers. These charges to be reported back to Barnet Homes and invoiced every two months .

### 4 Scope of Service

#### Responsive Tree Works

- 4.1 The Council to carry out a desktop review and provide a price for all tree pro-forma received from Barnet Homes taken from Schedule of Rates provided by JW Salmon, tree contractor for Barnet Homes. Housing managers provided with diameter tapes to take tree measurements to facilitate pricing.
- 4.2 In certain circumstances (no more than 20% of cases) a site visit will be required to enable the Council to provide a price and this visit to be instructed by Barnet Homes. This instruction will either be contained within the text of the pro-forma or following contact between the Council and Barnet Homes and usually involve sites where tree safety needs to be assessed, there are concerns over property damage or there are multiple trees which require identification and recommendation.
- 4.3 The council to ensure the completed pro-forma is returned to Barnet Homes within 15 working days.
- 4.4 The Council will attend site when instructed by Barnet Homes to assess reports of potentially dangerous trees, trees involved in Alleged Tree Root Damage (ATRD) (2) cases and when asked to visit site to deal with trees in general. These site visits to be charged as detailed in 3.3 and thorough records will be kept as this may require close monitoring and more than one visit to site.

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- 4.5 Emergency attendance out of hours, evenings and weekends, to be paid at a standard three hours charge (£255 per attendance), consistent with Council fees for out of hour's attendance following a referral being sent to LBB by a designated Barnet Homes officer on the emergency duty rota.
  - 4.6 Where appropriate the Council will return the completed Tree Pro-forma to Barnet Homes Neighbourhood Team Assistant identifying the priority of the work, the detail and the cost as per their SOR, and provide a specification of works on the pro-forma as set out at appendix 1
  - 4.7 Upon receipt of the completed pro-forma Barnet Homes will raise orders accordingly.
  - 4.8 When advice from the Council that tree work is not essential, this advice to be sent back and decision on expenditure to be made by Barnet Homes.
  - 4.9 The Council will be responsible for checking for Tree preservation Orders (TPO) and applying for any Planning Permission should these constraints apply.

## 5 Alleged Tree Root Damage cases

- 5.1 On receipt of a Structural Report relating to trees. The Council to carry out an inspection as detailed in the structural report and make recommendations based on evidence and advice from engineers, updating Operations Support within 10 working days with the description and value of the works. Operations Support will raise the works order and advise the Operational Inspection.
- 5.2 If for any reason the Council's view in relation to tree works differs from that detailed in the Structural Engineers report, the Council to report this back to Operational Inspector and attend joint site inspection with the Structural Engineer and the Operational Inspector who will arrange this meeting. These site visits to be charged as detailed in 3.3
- 5.3 All cases of subsidence are to be catalogued by the Tree Officer on database. Barnet Homes to make adequate provision to record these cases and where advised that work needs to be carried out on a cyclical basis, to ensure these cases are highlighted for future attention.

## 6 Description of Services

- 6.1 The sections below defines the services that will be provided by the Council to Barnet Homes under the terms of this agreement.

### Senior Manager Support

- 6.2 The Council will assign a management level member of staff to act as the prime point of contact with Barnet Homes on all matters related to this SLA. That person will be responsible for ensuring that the service is delivered to the required standard and all appropriate actions are taken

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within the Council to achieve a satisfactory resolution of all tree issues. In particular they will:

- act as a point of contact so that Barnet Homes can raise their concerns and discuss pressing issues related to the SLA.
- monitor service delivery performance and ensure that priorities are raised and issues are escalated where required.
- provide regular reporting material to Barnet Homes regarding service performance, work schedules, resolution of queries/faults and progress on current projects etc.
- attend regular (quarterly) meetings at Service Head level.

#### Barnet Homes Responsibilities

6.3 In order to facilitate the successful delivery of the services covered by the SLA, Barnet Homes undertakes to: -

- Provide access to as may reasonably be deemed necessary to any premises, plans, information, grounds staff etc. as are required to allow the services to be delivered by the Council.
- Provide up to date maps and plans as requested and to be included in all pro-forma's and these to be taken from Cadcorp, LBB corporate mapping system, this will also highlight any TPO.
- Continue with producing pro-formas for individual queries and measure trees with bespoke diameter tapes.
- Provide summary information on all Regeneration projects.
- Provide named officers to act as the contact point for Barnet Homes with respect to the provision of the various services covered by the agreement.

## **7 Reporting**

Reporting Information required for Barnet Homes and to be provided by the Council on a quarterly basis is as follows:

1. Total no. of pro-formas completed  
Including breakdown:
  - a. Desk based
  - b. Site visits
  - c. Completed within 15 working days
  - d. Not completed within 15 working days
2. Total no. of pro-formas outstanding
3. Total spend on site visits by the council  
Including cost breakdown:



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**Appendix**

<b>A</b>	<b>Tree Pro-Forma</b>	



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## **(1) Trees and safety**

With regard to trees and safety, it must be acknowledged that no tree can be deemed risk free. As with all things in the natural environment, they are subject to unpredictable forces such as extreme weather, effects of disease, and infrastructure and development damage.

The Council will inspect trees taking into account their condition, location, size and any obvious visual defects of diseases in reaching a conclusion as to a level of risk and these will inform the recommendations.

These conclusions and recommendations seek to reduce the level of risk the trees may pose to one that could be considered acceptable, given the tree's location, site use, and owners' acceptance of the level of risk and the perception of its value to the environment.

No tree can ever be considered completely hazard free and regular monitoring of the tree and its surroundings should be undertaken by the owner and their appointed specialist advisors, where necessary on a cyclic and recorded basis.

**NB.** It is recommended that any works identified as urgent are carried out within the time specified. These works will be highlighted and reported back promptly. Any trees found to be in a dangerous condition during the survey will be sent to contractors to action within a defined timescale, these works to be reported back immediately.

## **(2) Trees and subsidence**

Trees can cause clay soils to lose moisture through root extraction and reduce their capacity to support building foundations, though this is not the only reason why buildings crack.

Currently, the Council's involvement in Alleged Tree Root Damage claims is responsive and will be informed by engineer's report and summary, any work recommended should be treated as urgent and works raised and completed in the timescale given.

Once trees have been entered onto a regime where inspection and works are recommended on a programmed regular basis, this programme must be recorded and implemented and not be allowed to slip as any resultant damage might be considered foreseeable and therefore will be liable.

- a) Emergency visits
- b) Responsive site visits

## 8. Performance Measures

### 8.1 Key Performance indicators:

Ref	KPI	Target 2017/18
LBB 01	% of Pro-forma's to be completed by London Borough of Barnet within 15 working days of receipt of referral	90%
LBB 02	% of Pro-forma assessments that can be completed by London Borough of Barnet through a desktop exercise	80%

### 8.2 Trackers

Ref	KPI
TRK 01	Total spend on site visits by the council on both emergency visits and responsive site visits.
TRK 02	Total No. of Pro-forma's outstanding at end of any quarter