

## **East Herts Council Report**

### **Overview and Scrutiny Committee**

**Date of meeting:** Tuesday 20 January 2026

**Report by:** Councillor Sarah Hopewell – Executive Member for Wellbeing

**Report title:** Extension of the Ground contract and the use of glyphosate in the grounds' maintenance contract

**Ward(s) affected:** (All Wards);

### **Summary**

- The current grounds maintenance contract is due to expire on 31 December 2027. In preparation, we are undertaking a review of the potential extension of the contract.
- In addition, Members have requested a review of the current grounds' maintenance contract in relation to the use of glyphosate within the district.

### **RECOMMENDATIONS FOR OVERVIEW AND SCRUTINY COMMITTEE:**

- A. To consider the proposal to extend the current grounds maintenance contract with Glendale for a further five years.**
- B. To provide comments to the Executive Member for Wellbeing regarding an alternative use of the herbicide glyphosate and investigations regarding different methods of weed control for East Herts Council's parks and open spaces.**

#### **1.0 Proposal(s)**

- 1.1 Extending the current contract is considered more practical at this stage than proceeding directly to a full tender. In light of the Local Government Reorganisation (LGR) and based on advice from the procurement team, extending the current contract is considered the most appropriate course of action at this time. This approach

offers a more cost-effective solution, mitigates transitional risk and ensures continuity of service, while deferring the need to proceed to a full tender process.

- 1.2 As part of the extension, it is proposed that the Council renegotiates and reviews key areas of the contract to identify potential improvements and alternative methods of delivery. The Procurement Team is supportive of this approach in principle, subject to operating within agreed parameters.
- 1.3 It is proposed that the use of glyphosate be eliminated from the grounds' maintenance contract across East Herts Council-owned parks and open space.

## **2.0 Background**

- 2.1 Glendale is currently in year five of an eight-year grounds maintenance contract, which includes an optional five-year extension. Glendale is meeting contractual requirements and monthly KPIs, including those relating to customer complaints and enquiries covering grass, shrubs, weeds, flowerbeds, footpaths, hedges, and dog and litter bins.
- 2.2 If the grounds maintenance contract were to be retendered, the process would need to commence in early 2026, as previous grounds maintenance tenders have taken approximately two years to complete.
- 2.3 The Parks and Open Spaces Strategy 2022–2027 sets out a clear vision for the protection, management and development of the district's parks and open spaces to support the health, wellbeing and quality of life of residents.
- 2.4 It recognises parks as essential community assets, providing opportunities for recreation, tranquil natural environments, biodiversity and sustainable habitats, while responding to increasing demand arising from population growth. It also commits to the delivery of major improvement projects and to ensuring that green spaces remain fit for purpose, financially sustainable where appropriate and capable of continuing to deliver social and environmental benefits. The majority of this work is delivered by Glendale through the ground's maintenance

contract.

- 2.5 The effective delivery of this strategy is heavily dependent on the ground's maintenance contract, which is a critical for the high quality, day-to-day management of parks and open spaces. Glendale plays a central role in this delivery, providing the operational capability, consistency and professional expertise required to maintain standards across the district. The contract covers routine maintenance of shrub beds, annual and perennial beds, grassed areas, hedges, football pitches, hard tennis courts, fitness tracks, shelters, and watercourses, together with associated instructed activities.
- 2.6 It includes risk-based inspections, trimming and formative pruning of shrubs and trees, weeding, fertilising, mulching, planting, and ongoing maintenance, sports pitch preparation and marking, litter and leaf collection and the emptying of waste and dog bins, sweeping of paths and car parks and the maintenance and painting of play areas, goalposts, equipment, fencing, and seating. Through the contract, Glendale is instrumental in ensuring that the Council's parks and green spaces remain safe, attractive and fit for purpose.
- 2.7 The Executive Member for Wellbeing invited the Overview and Scrutiny Committee to consider and comment on the report dated 4 November 2024, 'The Use of Glyphosate in the Grounds Maintenance Contract'. This followed Members' interest in scrutinising the Council's use of glyphosate.
- 2.8 The Council currently undertakes weed control on pavements and gullies across the district on behalf of Hertfordshire County Council under an agency agreement. Effective weed control on highway pavements supports the street cleansing team by reducing the need for mechanical weed removal. Regular brushing prevents weeds from becoming established, helping to protect surface infrastructure and reduce trip hazards.
- 2.9 Under the agreement, Glendale applies glyphosate twice each year. Glyphosate is a non-selective herbicide, meaning it will kill most plants. It is widely used to control unwanted vegetation in parks and gardens, working by being absorbed through the leaves. Glendale also uses it to manage weeds in shrub beds and

to prevent grass and weed encroachment onto footpaths in certain open spaces.

- 2.10 In 2019, alternatives to chemical weed control were explored during the retender of the ground's maintenance contract. This was considered by a Member Task and Finish Group, who were advised by tenderers that chemical control remains the most cost-effective solution. While other methods, such as hot foam and propane flame, are available, they are relatively expensive and have not been proven to be as effective as herbicides.
- 2.11 Glendale also employs hand weeding and hoeing in certain ornamental areas, including herbaceous beds and annual bedding, where it is the most effective method for maintaining high standards. However, hand weeding across the entire district is not economically viable. Herbicide is used only in areas of parks designated for conservation or habitat improvement, and only where absolutely necessary, for example, to control invasive species such as Japanese knotweed.

### **3.0 Reason(s)**

- 3.1 The grounds maintenance contract provides a vital, customer facing service, and it is essential that high standards are maintained. Glendale is meeting contractual requirements and delivering a cost-effective service. Extending the contract by five years would ensure continuity across the district's parks and open spaces.
- 3.2 The use of glyphosate has been debated for many years. With the potential extension of the grounds maintenance contract, the opportunity to review and negotiate the use of herbicides should be considered as part of the contract discussions.

### **4.0 Options**

- 4.1 A full re-procurement is not considered appropriate at this time, as it would introduce additional cost, risk and uncertainty at a point when the Council requires some flexibility. Re-procurement also carries a material risk of service disruption, including potential Transfer of Undertakings (Protection of Employment) (TUPE) implications and transition related failure at the commencement of a new contract.

- 4.2 From a value for money perspective, the current contract provides predictable costs and acceptable performance. Undertaking a full re-procurement would incur significant additional expenditure, including the likely engagement of external consultants (estimated at approximately £70,000), as well as substantial officer time, with no clear evidence that it would deliver improved value at this stage.
- 4.3 Strategically, while re-procurement can avoid committing the Council to a long-term delivery model, deferring this decision also allows the Council to maintain flexibility while the wider LGR landscape remains uncertain.
- 4.4 The more favourable option is to extend the current contract with Glendale by five years and renegotiate key areas, including the use of glyphosate. Other areas for review include grass cutting regimes, safety inspections, tree maintenance, play area remedial works, combined dog and litter waste collection, the highway agency agreement, alternative energy and environmental improvements, sports provision, pond and lake maintenance, and volunteer and public engagement initiatives.
- 4.5 There are three options regarding the use of glyphosate. The first is to discontinue its use as part of the retender process and to explore alternative methods of weed control through research and innovation.
- 4.6 The second option is to return the maintenance of footpaths, where glyphosate use is most prevalent, to Hertfordshire County Council, and consequently remove glyphosate from the contract.
- 4.7 Finally, we could continue using glyphosate for the Hertfordshire County Council contract where no viable alternatives exist. However, as part of the extension and renegotiation of the grounds maintenance contract, glyphosate use would be discontinued in the Council's parks and open spaces, with alternative methods employed instead.

## **5.0 Risks**

- 5.1 If the grounds maintenance contract is not extended and is instead retendered, the procurement process would be resource-

intensive, requiring significant staff time. Additionally, the transition to a new contractor can be lengthy, potentially causing service disruptions and challenges due to a lack of familiarity with local areas and specific community needs.

- 5.2 Extending the current contract would be significantly more cost effective than retendering. The estimated fee for a consultant to review and update the contract documents, manage tenderers' queries, receive and evaluate tenders, and assist in the award process is approximately £50,000 to £70,000. Additional specialist input would also be required in areas such as legal, procurement, and finance.
- 5.3 Glendale is not contractually required to change its method of weed control during the term of the contract. Any additional costs arising from the withdrawal of glyphosate would need to be funded by the Council, as glyphosate remains a low-cost option compared to alternative weed control methods.
- 5.3 If the Council were to withdraw from carrying out weed control on behalf of Hertfordshire County Council, the County may continue managing weeds on footpaths using their own contractor. This would shift responsibility away from the District, but would not reduce overall glyphosate use. Effective control of weeds on highway footpaths supports the District's duty to maintain cleanliness and safety. Without such control, the District would likely need to allocate greater resources to mechanically manage weeds.

## **6.0 Implications/Consultations**

### **Community Safety**

The application of herbicide in public spaces is considered in the legislation and guidance, which must be followed by contractors and is monitored accordingly. The government has determined it is safe to use by way of granting license.

### **Data Protection**

Nothing arising from this report.

### **Equalities**

Nothing arising from this report.

## **Environmental Sustainability**

The Council agreed objectives in the current Parks and Open Spaces Strategy to consider the environment.

## **Financial**

Nothing arising at this time. The existing cost of the current contract is built into the Council's budget. If there are significant changes through the extension, this will need to be reviewed and factored in moving forward.

## **Health and Safety**

Nothing arising from this report.

## **Human Resources**

Nothing arising from this report.

## **Human Rights**

Nothing arising from this report.

## **Legal**

Legal and Procurement have been consulted, in principle, on the extension of the contract.

## **Specific Wards**

All

## **7.0 Background papers, appendices and other relevant material**

### **Contact Member**

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