

RENEWAL OF THE DESIGN AND CONSERVATION SERVICE LEVEL AGREEMENT WITH THE NEW FOREST NATIONAL PARK AUTHORITY

1. INTRODUCTION

- 1.1 The New Forest National Park Authority has provided a variety of planning related specialist services to this Council for a number of years. The Service Level Agreement regarding one of these, Design and Conservation, is due to expire at the end of March and the National Park has proposed an extension for another year.

2. BACKGROUND

- 2.1 The National Park Authority provides this Council with Conservation and Design, Tree, Ecological and Archaeological services all through a number of separate Service Level Agreements. The National Park deals with all Tree Works Applications on behalf of the Council and provides a direct input in respect of all of the above specialist areas to planning applications and Local Plan matters that this Council deals with.
- 2.2 It would be useful if a comprehensive Service Level Agreement, covering all these specialist areas was in place, rather than individual agreements that currently apply. This option will be progressed as part of the current consideration for improved partnership working arrangements.

3. ISSUES FOR CONSIDERATION

- 3.1 The proposed Agreement in principle replicates that which has been in place since 2015 and would run up to the end of March 2019. The cost to this Council would rise from £89,800 to £91,600 so as to allow for the anticipated pay award of 2%.
- 3.2 The Service Level Specification has generally withstood the passage of time and has ensured that this Council receives a satisfactory level of service in terms of planning applications and the Local Plan. Management arrangements are in place whereby the principal parties meet throughout the year to discuss how the Agreement is working and any actions that are required.
- 3.3 A copy of the proposed Service Level Agreement is attached as Appendix 1.

4. CONCLUSIONS

- 4.1 The existing Service Level Agreement has worked well. A one year extension would enable the partners to consider a more comprehensive approach to greater partnership working.

5. FINANCIAL IMPLICATIONS

- 5.1 The additional cost is modest and is as a direct result of the National Staff Pay Award. It is still considered to provide good value for money in terms of the provision of an essential service.

6. CRIME & DISORDER IMPLICATIONS

6.1 There are none.

7. ENVIRONMENTAL IMPLICATIONS

7.1 The provision of quality design and conservation advice is crucial to the delivery of relevant planning and related applications in a manner that reflects the high quality of the buildings concerned and the environment in which they sit.

8. EQUALITY & DIVERSITY IMPLICATIONS

8.1 There are none

9. RECOMMENDATIONS

9.1 That the Service Level Agreement be extended for one further year.

10. PORTFOLIO HOLDER ENDORSEMENT

I have agreed to the recommendation of this report.

Signed: *E J Heron*

Date: **29 March 2018**

Date notice of decision given: **29 March 2018**

Last Date for call in: **6 April 2018**

For further information contact:

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Background Papers:

Proposed Design and Conservation
Service Service Level Agreement

**Appendix 1: The Proposed Design and Conservation Service Level Agreement
(n:b minor changes relating to FOI, EIR and GDPR matters will be required once the
principle of extending the Agreement is established)**

DESIGN AND CONSERVATION SERVICE

**SERVICE LEVEL AGREEMENT BETWEEN NEW FOREST NATIONAL PARK
AUTHORITY AND NEW FOREST DISTRICT COUNCIL**

1 APRIL 2018 – 31 MARCH 2019

This Service Level Agreement ("Agreement") sets out the terms under which the New Forest National Park Authority (NFNPA) will deliver the "Design and Conservation Service" as set out in the Service Specification (the Specification) in Annex 1 on behalf of New Forest District Council (NFDC) (together referred to as 'the Parties').

DURATION

1. NFNPA agrees to provide a Design and Conservation Service on behalf of NFDC. The Agreement shall commence on the date it is executed by the Parties and shall continue for a period of one year to 31 March 2019 (the 'Term') unless terminated in accordance with clause 25.

STATUS OF AGREEMENT

2. This Agreement is legally binding on the Parties and is made pursuant to section 101 Local Government Act 1972. The NFNPA will be responsible for discharging NFDC's statutory functions relating to Listed Buildings, Conservation Areas in accordance with the Specification annexed to this agreement and under the conditions set out below.

DAYS/HOURS

3. NFNPA will provide the Design and Conservation Service during normal office hours Monday to Friday for the duration of the Agreement, excluding public holidays.

SERVICE

4. The requirements of the Design and Conservation Service are set out in the Specification.

5. Detailed procedures to enable these requirements to be undertaken are set out in Annex 1.

6. NFNPA agrees to carry out the Design and Conservation Service listed in the Specification.

DELEGATION

7. NFDC has obtained the necessary delegation to enable the NFNPA to discharge the Council's responsibilities for the undertaking and administration of all the statutory requirements relating to Listed Buildings and Conservation Areas more particularly set out in the Specification.

FEE

8. NFDC will pay quarterly in advance the total charge will be £91,600 for the year.

ADDITIONAL WORK

9. Any additional work requested by NFDC beyond the agreed Service will be invoiced by the NFNPA at the rate of £36.00 per hour during this agreement. Invoices will be presented when the work is completed and payable within 28 days of receipt. NFNPA will provide NFDC with quotations on request for additional items of work. NFNPA will only provide this additional service if staff resources are available.

VAT

10. All charges will be subject to Value Added Tax ("VAT") where applicable.

MONITORING & REPORTING

11. Quarterly meetings will be held between NFNPA and NFDC to discuss the Service. Targets and standards of the service will be reviewed at these meetings using the benchmarking as a guide.

12. Any other meeting considered necessary by NFDC or NFPA to discuss the Service shall be arranged as and when required.

13. NFNPA will keep statistical records of the types of agreed work undertaken and these records will be available to NFDC.

14. Service standards are set out in the Specification at Annex 1.

DATA

15. It is accepted that, some Acolaid and GIS data for each authority may have to be maintained separately, with each authority bearing its own costs for maintaining that data.

16. All new records relating to listed buildings and conservation areas will be recorded on the relevant systems. Copies of all new and amended records will be copied to NFDC Land Charges and Planning Department.

OFFICE ACCOMMODATION

17. Staff providing the Design and Conservation Service will be based in the NFNPA offices at Lymington Town Hall. It is foreseen that 2 number officer days per week would be required at Appletree Court for better liaison purposes and for cost effective working. Proposals for the Appletree Court days are set out in the appendix.

PERSONNEL EXPERTISE & RECRUITMENT

18. Expertise, skills and experience are used as the key criteria in the recruitment of all staff. All staff engaged under this Agreement are expected to have a broad experience of listed buildings, design and conservation work within planning and development. Details of the required level of skills and experience of staff are set out in Annex 1. The Design and Conservation Service will not be sublet outside of the NFNPA. However on occasion the use of consultants appointed and managed by NFNPA might be required for specific projects.

TRAINING

19. All staff will be given appropriate conservation training. Staff will have a system of regular performance appraisal and will keep up to date with best practice in managing heritage assets, the historic environment and changing legislation.

EQUAL OPPORTUNITIES

20. NFNPA and NFDC shall adhere to their equal opportunities policies for the purpose of this Service. Copies of the policies will be available on request.

HEALTH AND SAFETY

21. NFNPA and NFDC shall have regard to and comply, as appropriate, with, the requirements of the Health and Safety at Work Act, 1974 and any other Acts, Regulations or Orders about health and safety.

REPRESENTATION AND COMPLAINTS

22. Where NFDC has any complaints concerning the service, these should be made to the appropriate officer at the NFNPA in the first instance for prompt resolution.

23. In the case of any dispute between the parties to this agreement not being resolved promptly to the satisfaction of both parties, the matter will be referred to the respective Chief Executives to resolve within 21 days of such referral being made.

GOOD FAITH

24. The Parties mutually agree with one another that in all matters arising out of or concerning the performance or observance by them of the obligations on their part and the conditions contained in this Agreement, they will act in a proper reasonable and diligent manner in accordance with the principles of good faith. This should also apply to the service responding to changes in workflow, priorities and legislation.

TERMINATION

25. NFDC and NFNPA may terminate this agreement at any time on giving 6 months written notice to the other.

If this agreement is terminated by either party pursuant to this clause, the parties will with all due diligence make all necessary arrangements and take all necessary steps during the 6 months' notice period to transfer the Service that had been undertaken by NFNPA for NFDC under this agreement back to NFDC, including the transfer of relevant employees, to which the TUPE regulations shall apply.

INDEMNITY

26. NFNPA shall indemnify NFDC in respect of all actions claims challenges costs demands expenses or proceedings against NFDC arising out of or in connection with or incidental to the discharge of functions and the provision of services by NFNPA pursuant to this agreement as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by NFNPA.

FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 ("EIR")

27. Both Parties acknowledge that each is subject to the requirements of the FOI Act and the EIR and each Party shall assist and co-operate with the other to enable the other Party to comply with these information disclosure obligations.

28. Where a Party receives a request for information, it shall notify the other Party of the request as soon as practicable after receipt.

29. The other Party will assist that Party to enable it to comply with its obligations. In particular, the Parties shall provide all necessary assistance to obtain any and all information, and provide that Party with a copy of all information in their possession relating to the request for information. The Parties will respond to any such request for assistance at its own cost and promptly, and in any event within seven days of receipt of any other Party's request.

30. Each Party shall be responsible for determining at its absolute discretion whether the commercially sensitive information is exempt from disclosure under the FOI Act or EIR or is to be disclosed in response to a request for information.

31. Each Party acknowledges that the other Party may be obliged under the FOI Act or EIR to disclose information:

- i. without consulting the other Party;
- ii. following consultation with the other Party and having taken its advice into account.

32. The Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

THIRD PARTIES

33. A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement by the Parties. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

CONTACTS

34. The contact for New Forest National Park Authority is:

Steve Avery, Executive Director (Strategy and Planning)

email: steve.avery@newforestnpa.gov.uk Tel: 01590 646659

35. The contact for New Forest District Council is:

Louise Evans, Service Manager (Policy and Strategy) email:

louise.evans@nfdc.gov.uk Tel: 02380 285345

Signed

Name

On behalf of New Forest National Park Authority Date

Signed

Name

On behalf of New Forest District Council

Date