

Service Level Agreement for the Provision of Archaeological Development Control Advice between Derbyshire County Council and South Derbyshire District Council

1.0 Background

In 2001 Derbyshire County Council, Derby City Council, Amber Valley Borough Council, Bolsover District Council, Chesterfield Borough Council, Derbyshire Dales District Council, Erewash Borough Council, High Peak Borough Council, North East Derbyshire District Council and South Derbyshire District Council (“the Partners”) established a service to provide archaeological development control advice to Derby City Council and the district and borough councils (“the Service”)

From 2001 to 2004 the Service was supported financially by English Heritage. Since 2004 it has been funded exclusively by the Partners. The Service is hosted by Derbyshire County Council, in the Conservation, Heritage and Design Section, within the Economy, Transport and Environment Department. Its role is to provide archaeological advice, particularly with regard to planning applications and other planning issues, to the local planning authorities in Derbyshire. This is professional officer advice provided direct to the local planning authority and should not be understood to represent the corporate position of Derbyshire County Council. The costs for the Service are based on a single full-time officer, but since April 2017 the responsibilities have been shared part-time between two officers.

This Service Level Agreement (“the Agreement”) sets out the responsibilities of Derbyshire County Council and South Derbyshire District Council (“the Parties”) and establishes a funding base for the period April 2022 to March 2025.

2.0 Responsibilities of the Service

2.1 Planning applications

The Development Control Archaeology officers will:

- Monitor weekly planning lists and request consultations on applications which have an archaeological interest, and/or will respond to consultations sent by individual planning authorities..
- Advise on the need and processes for implementing procedures set out in the National Planning Policy Framework (NPPF) and any subsequent replacement document, and in the Local Plans of individual authorities;
- Liaise with the appropriate development control officers;
- Liaise with applicants as necessary;
- Respond to requests for formal and informal pre-application advice, including Environmental Impact Assessment scoping;
- Provide briefs and/or scoping advice as appropriate for archaeological work required within the planning process, both-pre-determination and post-consent;
- Liaise with archaeological consultants and contractors;
- Comment on Written Schemes of Investigation provided by contractors in relation to planning-led archaeological work;
- Monitor fieldwork and progress of post excavation analysis and report production to ensure compliance with agreed schemes of work and accepted professional standards;

Appendix 1

- Confirm to the relevant local planning authority when work has been satisfactorily completed, and advise on the discharge of planning conditions;
- Confirm when final reports are received and advise on their content;
- Advise on the appropriate archiving arrangements for archaeological projects in line with current museum guidelines, liaising with contractors and museum curators as appropriate.

2.2 Other services

In addition, the Service will:

- Advise on planning policies relating to archaeology in development plans (local plan policies, site allocations);
- Comment on applications for hedgerow removal;
- Provide an expert witness on archaeological matters for any of the partner authorities at appeals, planning inquiries and Local Plan inquiries, where this can be achieved within the post resources and without adversely impacting work for other partners.
- Produce an annual report to include statistics on the work carried out for the partner authorities, information on key planning-led archaeological projects and the associated public benefits, and identifying significant trends and issues.
- If requested, provide training to district development control staff on archaeology/historic environment issues and planning.
- Comment on archaeological implications of listed building applications following liaison with the local planning authority's conservation officer where appropriate.
- Provide information to the Derbyshire Historic Environment Record (HER) to ensure the timely enhancement of historic environment data with new information arising from the work of the service.

3.0 Responsibilities of the Partners

3.1 The participating local planning authorities (excepting the County Council)

The Partners benefiting from the Service will:

- Provide weekly lists of planning applications to the DCA officers by email or website as appropriate;
- Consult on the wording of planning conditions relating to archaeology;
- Initiate a formal consultation when it appears that an application or proposal may have archaeological impacts, or when requested by the DCA officers;
- Provide feedback on the usefulness and effectiveness of the Service delivery at least once during the three year SLA period.

3.2 Derbyshire County Council

Derbyshire County Council will:

- Provide accommodation and administrative support to the Service and meet these costs;
- Provide access to the Derbyshire Historic Environment Record (HER) and associated information and systems to enable the DCA officers to carry out their duties;
- Continue to be the contractual employer of the DCA officers providing day to day line management.

Appendix 1

4.0 Funding

A formula for funding the post based on the level of work done for each of the partners was developed and agreed in 2005, and was re-calibrated in 2009. In general the balance of work for the funding partners continues to be broadly in line with the 2009 formula. It is therefore proposed to retain this formula with allowance for annual pay rises and increments. The formula is set out below in Appendix 1.

On cessation of the need for this post, any subsequent employment costs, including redundancy, will be met in accordance with the agreed formula.

5.0 Variation

5.1 Either Party may propose a variation to this agreement. The proposing Party shall set out the reasons for the variation request for the other Party to consider.

5.2 The variation response shall be made within 10 business days of receipt.

5.3 Where the variation is agreed the Parties shall sign the variation request including the date of the application of the variation.

6.0 Period of the Agreement.

It is proposed that the Agreement run for a period of 3 years from 1st April 2022 to 31st March 2025. In year three the post and the funding formula will be reviewed with a view to renewing the agreement.

7.0 Disputes

If either Party has any issues, concerns or complaints about any matter in this Agreement, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the respective Chief Officers of each Party for resolution.

8.0 Freedom of Information

Nothing in this agreement shall prevent the Councils from disclosing any information which they in their absolute discretion consider they are required to disclose in order to comply with the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 and any other statutory requirements.

9.0 Partnership

Each of the Parties is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Parties of partnership, principal / agent or employer / employee. No other Party shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly committed by the terms of this Agreement.

Signed on behalf of Derbyshire County Council

Date:

Appendix 1

Signed on behalf of South Derbyshire District Council

Date:

Appendix 1

APPENDIX 1:

The formula below sets out the percentage contribution for each partner authority and is designed to reflect broadly the levels of work undertaken for each.

	%
Derby City	25
Amber Valley	12.5
Bolsover	12.5
Chesterfield	6.25
Derbyshire Dales	6.25
Erewash	6.25
High Peak	12.5
North-East Derbyshire	6.25
South Derbyshire	12.5

The total cost of the service for 2022/23 will be £45,341.92. This is based on the cost to Derbyshire County Council of an officer 0.5FTE at Grade 11 and an officer 0.5FTE at Grade 10. The cost includes overheads for superannuation and national insurance. In the second and third years of the Service Level Agreement the cost will reflect pay awards and any annual increments to which the postholders are entitled

The pro rata annual cost for **South Derbyshire District Council** in 2022/23 will be **£5667.74**