



**Derbyshire**  
**Wildlife Trust**

Canary Inn, Main Street,  
Middleton, Matlock, DE4 4LR  
01773 881188  
enquiries@derbyshirewt.co.uk

@derbyswildlife  
Derbyshire Wildlife Trust

Derbyshire Wildlife Trust is registered in  
England and Wales, company number 715675  
and is registered charity number 222212

# LOCAL WILDLIFE SITES INITIATIVE, PLANNING & BIODIVERSITY ADVISORY SERVICES SERVICE LEVEL AGREEMENT

1<sup>st</sup> July 2019 – 30<sup>th</sup> June 2022

This agreement shall be between:

South Derbyshire District Council

And

Derbyshire Wildlife Trust

## **SERVICE LEVEL AGREEMENT**

### **A. PARTIES TO THE AGREEMENT**

This agreement is between South Derbyshire District Council, **the Client** and Derbyshire Wildlife Trust, **the Contractor**.

### **B. DESCRIPTION OF THE SERVICE**

The following services will be provided to the Client by the Contractor within the costs identified in this agreement. They comprise: -

#### **B.1 Local Wildlife Sites Initiative Services**

The following services are provided in order to develop and maintain a robust, high quality Local Wildlife Sites system for the Client's area in accordance with national guidance. This work helps Local Authorities to meet their obligations and requirements under the NERC Act 2006, UK and Local Biodiversity Action Plans, the Government White Paper on the Natural Environment (2011) and the Government's Biodiversity 2020 Strategy (2011) to maintain and enhance biodiversity: -

- 1) *Survey of existing or potential Local Wildlife Sites* targeting priority Local Wildlife Sites under a 10 year rolling survey programme, in order to allow assessment of sites against the LWS Selection Guidelines (2011), monitor the condition of sites, make recommendations for positive management and where possible assist in the implementation of this management. Priority sites are those in unfavourable condition and/or of particular ecological importance and sites which are potentially eligible to receive funding to support positive management via Forestry Commission grants or Environmental Stewardship or other specific projects.

Surveys will ideally be carried out between April and September, and may include floristic and faunal interest. More specialist surveys may require visits at other times of year. Where appropriate, detailed Phase II surveys will be undertaken to classify habitat types according to the National Vegetation Classification.

Contact will be made with the owners of Local Wildlife Sites where sites are to be surveyed and where planning applications affect Local Wildlife Sites. National guidance and good practice requires that landowners are informed of the designation of their land and its implications, and given access to information and advice in order to encourage them to manage the land to maintain its wildlife interest. Site reports will therefore be produced providing a summary of why the site is of interest, what condition it is in and outline management recommendations to maintain and enhance the identified nature conservation interest and, where appropriate, what measures could be employed to achieve a more favourable condition. The importance of the site within an ecological network and the potential for the site to act as a receptor site for biodiversity offsetting will also be assessed. These reports will be made available to the landowner.

A maximum of 15 sites will be targeted in this SLA period, and details of the survey/management results and/or actions recorded within relevant databases and site reports as required.

Where opportunities arise a small number of surveys may be substituted with time spent working with landowners of key sites to secure positive management. Any reduction of survey numbers will however be mindful of the need to ensure that an adequate up to date evidence base of Local Wildlife Sites in the district is not compromised by any such reduction in surveys.

- 2) *Maintenance of the Local Wildlife Sites Register on G.I.S and associated database – Derbyshire Wildlife Trust will maintain detailed up to date information on Local Wildlife Sites, based on the rolling re-survey programme (1). It will endeavor to ensure that this information is held in a form compatible with the Client's own systems.*
- 3) *Maintenance of biological records for each Local Wildlife Site on the RECORDER database, including existing and new survey information to continue the development of the system.*
- 4) *Designation and deletion of Local Wildlife Sites and amendments to boundaries to be made on an annual basis by an independent County Panel in consultation with the Client.*
- 5) *Provision of information on the proportion of LWS under positive management, ratified by the LWS Panel, once during the SLA period, to enable the client to report against Local Nature conservation/biodiversity (ref. 160-00) on the Government's Single Data List. This to be provided by 31st March 2018.*
- 6) *Provision of revised basic site data once a year to the Client in the form of GIS layers and/or additional or amended site sheets for the paper register (as agreed).*
- 7) *Maintenance of a register of Local Wildlife Site owners in partnership with the Local Authority.*

## **B.2 Planning and Biodiversity Advisory Services**

The following services will be provided to the Client by the Contractor in addition to the maintenance of the Local Wildlife Sites system:

- 1) *Provision of information and advice with respect to planning applications, general planning policy development, including in relation to the establishment of an Ecological Network, Local Plan allocations or other development proposals with an impact on biodiversity. This will include assessment and analysis of potential impacts and advice and/or recommendations as to possible alternatives or mitigation. It would also include work associated with planning inquiries, i.e. the preparation of supporting evidence, meetings and appearance at the inquiry where this can be delivered within SLA time. Priority will be given to cases where Local Wildlife Sites, potential LWS, BAP priorities or rare or protected species are affected, or where significant impacts on biodiversity are expected by virtue of the scale or nature of development proposals. Responses to consultations on planning applications will be provided electronically within 21 days or as specified by the planning case officer.*

- 2) *Survey and/or assessment of sites specified by the Client*, for example Local Plan allocation sites or the Client's own land. Approximately 5 sites will be surveyed under this section of the agreement, the exact number being dependent on the size of the sites and the level of detail of assessment required, this to be decided following discussions between the Client and Contractor early in the SLA Agreement period. Assessment of sites can be field and/or desktop based, depending on the purpose. Depending on the size of site and detail of survey required by the Client, one site may be counted as equivalent to two or more Local Wildlife Site surveys as agreed between the parties. Where necessary assessment and analysis of potential impacts will be provided and recommendations made regarding management advice, appropriate planning conditions and/or mitigation.
- 3) *Provision of ecological surveys required for applications under the Hedgerow Regulations* at the request of the Client. This will assess the hedgerow against the ecological criteria in the Regulations only, in order to inform the Client in discharging its statutory duty. The Client will need to consult the Sites and Monuments Register or others in order to complete the remainder of the assessment.
- 4) *Provision of baseline information to the client* on the extent of Local Wildlife Sites, LWS area lost to development, and the extent of BAP habitats within LWS and potential sites once during the SLA period for the purposes of the client's Annual Monitoring Report. This report is usually sent to the client in early October.
- 5) *Assistance to the SDDC Open Spaces and Facilities Development Manager* to support the progression of new Local Nature Reserves.

### **B.3 Biodiversity Opportunity Mapping**

- 1) Undertake Biodiversity Opportunity Mapping and prepare a report in accordance with the requirements of Appendix 1 to this SLA.

Other services may be carried out for the Client at an extra cost to be based on DWT's normal scale of charges.

## **C. QUALITY OF SERVICE**

The Contractor undertakes to:

- Carry out the services identified in this contract to a high standard using staff with the levels of skills and experience appropriate to the specific tasks identified.
- Respond to routine requests within the Client's specified time-scale (providing this is reasonable).
- Be responsible for the security of the records associated with the Local Wildlife Sites Register.
- Undertake the verification of the records in the database.

## **D. THE CLIENT'S RESPONSIBILITIES**

The client undertakes to:

- Nominate and inform the Contractor of the officer(s) authorised to request the services identified in this Agreement.
- Make written requests for the services identified in this agreement directly to the relevant Local Wildlife Sites Officer so that they can be monitored.
- Ensure that the timescales within which responses are requested from the Contractor are reasonable and clearly specified.

## **E. POLICIES AND PROCEDURES**

The Contractor will work to the guidelines set out in the Local Wildlife Sites Handbook.

As an independent membership organisation, Derbyshire Wildlife Trust reserves the right to formally object to, support, or otherwise express an opinion on any planning application where it considers it appropriate to do so. Any such representation will be outside the terms of this agreement, and will be clearly identified as the Trust's independent view.

The ownership of all biological data generated under this SLA will rest with the contractor. This will enable the development of a robust county wide LWS system based on a single dataset, incorporating both data generated under the SLA, and other DWT work. The provision of LWS registers and other data to the client will be made under the terms of the separate 2009 Data Supply Agreement.

## **F. LIABILITY**

The contractor will indemnify the client against all actions, claims and losses arising from the provision of the above services to the extent caused or contributed to by the gross negligence, wilful misconduct or bad faith of Derbyshire Wildlife Trust or its employees, agents or servants (including deliberate act or omission) PROVIDED that such indemnity shall apply to direct losses only.

Without prejudice to its obligations in the previous paragraph Derbyshire Wildlife Trust shall at all times take out and maintain adequate insurance to cover all sums which DWT is legally liable to pay in respect of or in consequence of accidental injury to or death of any person or for accidental damage to third party property or other direct financial costs or losses to a third party or the client insofar as such injury or death or damage or financial costs or losses arise from the provision of the services.

The client will indemnify DWT against all actions, claims and losses arising from the provision of the services save to the extent caused or contributed to by the gross negligence wilful misconduct or bad faith of Derbyshire Wildlife Trust or its employees, agents or servants (including deliberate act or omission) or to the extent that DWT is required to insure against such claims under the previous paragraph PROVIDED that such indemnity shall apply to direct losses only.

## G. COSTS AND CHARGING

The cost to South Derbyshire District Council as client, for the Services detailed above will be **£17,573 + VAT** (pro rata) for each year for the period of this agreement. This will pay for an annual total of 56.5 days officer time, of which 21 days will be core services and 35.5 days additional services (all pro rata). Any additional services carried out for the client will be at an extra cost to be agreed by South Derbyshire District Council and Derbyshire Wildlife Trust.

Payment will be made on the 1<sup>st</sup> January 2020 or as soon as possible thereafter, following agreement of this SLA, and thereafter on the anniversary of this agreement.

## H. DURATION, MONITORING AND REVIEW

This agreement is for three years, and relates to the period 1<sup>st</sup> July 2019 to 30<sup>th</sup> June 2022.


There will be meetings between the client and contractor regularly within the period of this agreement to review progress, the working of the agreement and to consider provision of the service for the following year.

The contractor will monitor progress and provide an end of year report detailing the work undertaken.

## AGREED

Signed:  Date: 29/1/2020

Allison Thomas  
Strategic Director Service Delivery  
on behalf of South Derbyshire District Council

Signed:  Date: 22/1/2020

Tim Birch  
Director of Nature's Recovery  
on behalf of Derbyshire Wildlife Trust

## **Appendix 1 Biodiversity Opportunity Mapping**

The Client (South Derbyshire District Council) requests that the Contractor (Derbyshire Wildlife Trust) assist the Council in the preparation of its Action Plan for Nature. In order to support its ongoing work the Council requires that a suitably qualified ecologist to undertake Biodiversity Opportunity Mapping (BOM) and other work to assist in gathering underpinning evidence and data for the preparation of the Action Plan for Nature and other emerging corporate strategies.

The Council will require the preparation of a report alongside the BOM outlining the Council's ecological network and those areas with the greatest potential for biodiversity gain and the measures and proposals that should be pursued in allocating new development or determining planning applications or managing sites of biodiversity importance. On completion of the project all the evidence and information gathered, including that gathered to inform the completion of the Action Plan for Nature, will be handed over to the Council's Cultural and Community Services team together with a brief report summarising how the requirements of the agreed project have been delivered.

Derbyshire Wildlife Trust will provide the Council with support on the project for not less than 22.5 hours per week and will provide support for the equivalent of 110 full working days of officer time (based on 7:30 minutes per day). A project plan to include outline of the BOM Report and delivery timescales will be agreed by the Contractor and Client prior to project commencement. The agreed cost of this support will be £20,350 + VAT

