

REPORT TO:	ENVIRONMENTAL & DEVELOPMENT SERVICES COMMITTEE	AGENDA ITEM: 11
DATE OF MEETING:	16 NOVEMBER 2006	CATEGORY: DELEGATED
REPORT FROM:	DEPUTY CHIEF EXECUTIVE	OPEN
MEMBERS' CONTACT POINT:	MIKE ROYLANCE (Ext. 5725)	DOC:
SUBJECT:	SERVICE LEVEL AGREEMENT WITH VISIT PEAK DISTRICT & DERBYSHIRE	REF:
WARD(S) AFFECTED:	ALL	TERMS OF REFERENCE: ES11

1.0 Recommendations

1.1 That members:

- Agree the Service Level Agreement with Visit Peak District & Derbyshire (the Destination Management Partnership for the Peak District & Derbyshire) in partnership with Derbyshire Chamber and Business Link for 2006/07 and 2007/08 – on these terms, subject to any minor modifications to be made by the Deputy Chief Executive in consultation with the Chair of the Committee.

2.0 Purpose of Report

2.1 To inform Members of discussions with Visit Peak District & Derbyshire and the resultant proposed Service Level Agreement. It is recommended that the Council enter into a Service Level Agreement for 2006/07 and 2007/08.

3.0 Detail

Context

- 3.1 Following the announcement in 2003 that the Regional Development Agencies would be given the strategic lead for tourism, East Midlands Tourism (EMT) has sought to establish five county-based Destination Management Partnerships to deliver services previously provided by the Heart of England Tourist Board. The Peak District & Derbyshire DMP is to be known as 'Visit Peak District & Derbyshire' (VPD&D).
- 3.2 In June 2006, Members agreed in principle to participate in the Peak District & Derbyshire Destination Management Partnership (DMP) and endorsed a

financial contribution of £5,000 pa to the DMP. They also authorised officers to negotiate a Service Level Agreement between this Council and the DMP.

Constitution and Operating Procedures

- 3.3 VPD&D has now adopted a constitution and operating procedures for its Partnership and Board. The Partnership is an unincorporated voluntary association of public sector and business sector partners. The Derbyshire Chamber of Commerce is the agreed accountable body for the Partnership. A copy of the constitution and operating procedures are included as Annex A.
- 3.4 The Partnership Board comprises 15 Members: seven from local authorities, six from the private sector, one from the University of Derby and one from Derbyshire Chamber of Commerce. The Chair is independently appointed from the private sector. Local authority representatives are elected Members. One Member represents South Derbyshire District Council, Amber Valley Borough Council, Erewash Borough Council and The National Forest partners.
- 3.5 The Constitution and Operating Procedures also set out the appointment arrangements, procedures at meetings and standards of conduct, together with finance, contractual and staffing matters.

Service Level Agreement

- 3.6 Discussions regarding the Service Level Agreement have taken place both with Visit Peak District & Derbyshire and with other local authorities within the County. This has resulted in a two-part Agreement, the core of which is common with the other local authorities and a latter section that is unique to each authority. A copy of the proposed Agreement is included as Annex B.
- 3.7 The principal purpose of VPD&D is set out by East Midlands Tourism as 'to develop, manage and promote the destination, working in partnership with other stakeholders to grow the value of tourism'. VPD&D has four distinct roles:
- destination leadership and co-ordination;
 - attracting the visitor;
 - services for the visitor; and,
 - services for the industry.
- 3.8 The objectives of VPD&D focus upon the following areas:
- leadership and co-ordination;
 - marketing and research;
 - visitor services;
 - quality and skills;
 - investment projects; and,
 - business tourism.

3.9 The Agreement also sets out the general principles for collaboration, support and communication, together with performance reporting and the conditions of operation of the agreement.

Role of Local Authority Tourism Services

3.10 The role of local authority tourism services in the Agreement is a commitment in line with agreed action plans (which are aligned with the VPD&D's objectives) to:

- input into, and assist with, DMP-wide marketing and promotional activities;
- work with the DMP to deliver relevant local level marketing and information provision;
- work with the DMP to develop new tourism product;
- assist the DMP with the delivery of the EMT-funded Quality Improvement Programme;
- work with the DMP to collect and collate appropriate research information; and,
- work with the DMP to ensure regular and appropriate communication with local industry members.

3.11 The Section of the SLA that is unique to the District Council sets out its financial and in-kind contributions. This includes an in-kind contribution of some 390 hours per annum (equivalent to one day per week of officer time) to perform the liaison role between visitor-related businesses in South Derbyshire and VPD&D. It commits VPD&D to supporting the development of The National Forest as a destination and as an identifiable brand. VPD&D is also required to proactively take forward discussions with other DMPs and relevant regional bodies with the objective of establishing a clear lead for the Forest area.

4.0 Financial Implications

4.1 The Service Level Agreement confirms the contribution of £5,000 per annum for 2006/07 and 2007/08. This can be met from within existing budgets.

4.2 The DMP has taken on the management of the Derbyshire destination website. There were previously two key websites, one operated by Derbyshire County Council that has ceased to operate and one by the Peak District National Park Authority that has been redesigned to serve the Peak District and Derbyshire. The District Council had not previously been required to contribute to the cost of maintaining either website, however this is expected to change in the future.

4.3 The anticipated cost of this to the Council would be around £1,000 pa, which can be met from existing budgets. The website is increasingly a key marketing tool for visitor businesses with the growing importance of the Internet in tourism marketing. Clearly, a shared website is substantially cheaper to operate than a stand-alone site operated by the Council. The redesigned Visit Peak District & Derbyshire website has already achieved a significantly increased profile, with The National Forest & Beyond campaign benefiting from a marked increase in brochure requests.

5.0 Conclusions

- 5.1 In order to maximise the economic benefits of tourism for South Derbyshire, it is important that this Authority should fully engage with the DMP, through which substantial EMT funding is being made available. The Service Level Agreement seeks a relatively small financial contribution towards the DMP's significant programme of tourism marketing and development.

ANNEX A

Peak District and Derbyshire DMP

Constitution and Operating Procedures

1. Purpose

This paper summarises the constitutional and operating procedures for the Partnership and its Board. The Board will supplement or expand upon the points raised in this note in the future to meet its requirements.

2. Objectives

2.1 The strategic objective of the Partnership is to foster the economic success of the tourism industry while enhancing the quality of life of local people and safeguarding the environment by providing drive and coherence to destination marketing and visitor services, by helping operators to maximise their effectiveness and profitability, and by championing improvements to the quality and scope of the tourism product.

2.2 Detailed objectives and priorities are specified in the annual Business Plan agreed by the Board.

2.3 The Partnership Board will oversee the strategic direction of the Partnership.

3. Status

3.1 The Partnership is an unincorporated voluntary association of public sector and business sector partners. As such it has no legal entity in its own right. The legal obligations for employment; the receipt and accounting of funds and contractual matters will be undertaken on behalf of the Partnership by its 'Accountable Body'. The Derbyshire Chamber of Commerce is the agreed Accountable Body for the Partnership under the terms of the Service Level Agreement agreed between the Chamber and the Partnership.

3.2 Any variation to the Accountable Body acting on behalf of the Partnership will be agreed by the Board.

4. Partnership Board

4.1 **Membership** The Board will comprise of 15 Members including:-

- An independently appointed chair from the private sector
- Seven local authority Members comprising:-
 - one Member nominated by Derbyshire County Council,
 - one Member nominated by Derby City Council,
 - one District Council Member to represent South Derbyshire DC, Amber Valley DC (when they join the DMP), Erewash DC and the National Forest partners
 - one District Council Member to represent Chesterfield BC, Bolsover DC and North East Derbyshire DC (Historic Borders)
 - three Members to represent Derbyshire Dales DC, High Peak BC, Staffordshire Moorlands DC and the National Park (Visit Peak District Partnership)
- Six private sector Members (comprising a mix from sectors of the tourism industry and a geographic spread of Peak District and Derbyshire)
- A senior representative nominated by the University of Derby.
- A senior representative nominated by the Derbyshire Chamber of Commerce.

4.2 The local authority nominated representatives will be an elected member.

4.3 **Substitutes.** The local authority Members may appoint nominated substitutes to attend meetings on their behalf. Substitutes shall have full voting powers. Each LA will make its own substitutes.

4.4 **Advisors.** The Chief Executive of the Partnership, both the Chief Executive of Derbyshire County Council and Chief Executive of the National Park Authority (to jointly represent the DMP Management Group) and a representative of East Midlands Tourism may attend Board meetings in an advisory capacity, but shall not have voting rights.

The Board shall appoint further advisors as required.

The DMP Management Group shall put forward any officer advisors for local authority Board Members as needed and who may attend but shall not have voting rights.

4.5 **Term of Appointment.** Members will serve for a period of two years and may be re-elected to serve for a further period of two years subject to approval by the Board. There is no maximum period of office a Member may serve, but the Board shall take into consideration when renewing periods of appointment that there is an appropriate mix of representation, skills and interests of both local authority and business sector Members to represent the range of interests across the Peak District and Derbyshire territory as a whole.

4.6 **Vacancies**

1. Members shall give one month's notice in writing to the Chair of their intention to resign from the Board.
2. A Member not attending any meeting for a continuous period of six months shall have his/her membership terminated by the Board (except for reasons of illness or other personal circumstances).
3. The Board may establish an Appointments Panel for the purposes of determining any new Members to the Board and the Panel may determine its own procedures for seeking and agreeing the appointment of new Members. The full Board shall ratify the appointment of new Members.
4. In the event of severe misconduct, the Board has the authority to suspend or terminate the appointment of any Member.

4.7 **Sub committees/Panels**

The Board and Chief Executive of the Partnership will be supported by a DMP Management Group and may establish any further sub committees or Panels and delegate to them, or any individual, such delegated powers as it sees appropriate.

The DMP Management Group will comprise the Chief Executive of the Partnership and senior officers to coordinate the arrangements with partner organisations in support of the Business Plan.

5. **Procedures at meetings**

5.1 In the absence of the Chair, the first item of business at a meeting will be to appoint a chair from the Members present.

5.2 Decisions at meetings will be arrived at on the basis of consensus. Where items are put to the vote, decisions will be determined by the majority of votes cast with each Board Member having one vote. In the event of an equality in votes, the chair shall have an additional casting vote.

5.3 The Board shall agree an annual timetable of meetings. Notice of meetings together with agenda and supporting papers will be despatched seven days in advance of a meeting.

5.4 Minutes for each meeting will be maintained recording those present and decisions taken at meetings.

5.5 Special meetings of the Board may be convened on a matter of urgency by the chair, or at the request of three Members in writing, specifying the business to be considered.

5.6 The quorum for a meeting shall be one third of the total Members ie five Members for Board meetings, and shall include at least one local authority Member and one Business Sector Member.

5.7 The decision of the chair on matters of procedure at meetings will be final.

5.8 Where a Member or Adviser has a direct prejudicial or direct personal financial interest in an item of business under consideration, they should declare that interest, not vote or be present whilst that item is under consideration, and the interest be recorded in the minutes.

6 Conduct

6.1 The Board will adopt the 'Nolan' principles for standards of conduct in public life regarding the conduct of business relating to the Partnership.

6.2 Whilst Board meetings will not be subject to the formal local authority rules on Access to Information (ie its meetings are not open to the press or public), the Board will conduct its affairs in a spirit of openness and transparency.

6.3 An Annual Report will be produced to report publicly on progress of the DMP to the tourism industry, to partner organisations and the general public. A presentation and meeting of the Annual Report can be arranged if required.

7. Finance, contractual matters and staffing

7.1 The Chief Executive will submit proposals, for the Board's consideration and approval, detailing an annual budget for the Partnership specifying heads of expenditure and sources of income including proposed contributions from partner organisations and staffing arrangements.

The budget period shall be 1st April to 31st March each year.

The proposed annual budget should be agreed by the Board in time for partner organisations to agree their financial contributions by no later than the end of December each year.

7.2 The Board shall determine what action it considers appropriate in the event of the DMP and a partner organisation failing to agree a contribution or if the DMP fails to deliver its targets.

7.3 The Chief Executive of the Partnership will be responsible to the full Board. His/her appointment, dismissal, or any disciplinary action to be taken against the Chief Executive will be subject to full Board approval.

7.4 The staffing of the DMP will be in the form of posts employed by the Accountable Body or by staff being seconded by agreement with partner organisations. The Board will approve pay levels/grades of all new appointments to the DMP in consultation with the Accountable Body.

7.5 All contracts will be entered into by the Accountable Body.

7.6 The Accountable Body will receive, disperse and account for all funds on behalf of the Partnership and shall maintain proper financial and accounting systems including any appropriate accounting arrangements required with partner organisations.

7.7 Board approval will be required for any specific items of expenditure identified in the approval of the Business Plan. The Chief Executive has delegated responsibility to authorise all other expenditure in furtherance of the objectives agreed in the annual Business Plan.

between

PEAK DISTRICT AND DERBYSHIRE DESTINATION MANAGEMENT PARTNERSHIP (in partnership with DERBYSHIRE CHAMBER AND BUSINESS LINK)

and

SOUTH DERBYSHIRE DISTRICT COUNCIL

THIS AGREEMENT is made on the 1st day of April 2006

BETWEEN:

- (1) **THE COUNCIL OF THE DISTRICT OF SOUTH DERBYSHIRE** (“the Council”) of Civic Offices, Civic Way, Swadlincote, Derbyshire DE11 0AH.
- (2) **PEAK DISTRICT AND DERBYSHIRE DESTINATION MANAGEMENT PARTNERSHIP (in partnership with DERBYSHIRE CHAMBER AND BUSINESS LINK)**

This agreement shall be read in conjunction with the DMP constitution and financial statement. It will be time limited to two financial years 2006/07 and 2007/08 and is subject to annual review.

Both the Peak District and Derbyshire Destination Management Partnership (PDD DMP) and the Council reserves the right to amend this agreement in response to any unforeseen financial or other circumstances but would wherever possible give 3 months notice of any significant changes.

1) The Roles of the DMP (*EMT Driving Change May 2004*)

The principal purpose of the DMP is to develop, manage and promote the destination, working in partnership with other stakeholders to grow the value of tourism.

DMPs have four distinct roles:

A: Destination Leadership and Co-ordination – The first and primary role of the DMP is to focus on developing, managing and marketing the destination by engaging the resources of key partners.

B: Attracting the Visitor – The aim is to generate more tourism business. The DMP will operate like a full service ‘marketing agency’ and generate revenue from this activity. It will have the advantage of being the ‘official’ marketing agency, in line with the Strategy’s determination to provide better and more comprehensive ‘official’ marketing and information, with less duplication.

C: Services for the Visitor – The primary aim is to provide visitor-facing channels to market for organisations and products. A DMP is like a travel agency and generates commissions. It may operate a call centre and/or a conference bureau.

D: Services for the Industry – The aim is to support the development of the tourism industry by improving the level of productivity, quality and professionalism. In doing so, it will work in close partnership with other agencies such as Business Links.

2) Objectives

2.1 Leadership and Co-ordination

- 2.1.1 The DMP will promote the destination by working in partnership with stakeholders to grow the value of tourism.
- 2.1.2 The DMP will implement the Tourism Strategy and Business Plan agreed for 2006-8. All the DMP's plans and strategies are to be agreed by the Board, and that this should follow consultation with other partners (who are not on the Board).
- 2.1.3 The DMP will ensure full stakeholder engagement through PDD DMP Management Team, Board and sub working groups.
- 2.1.4 The DMP will draft an action plan for each of the sub working groups i.e.:
 - Marketing and Research
 - Quality and Skills
 - Visitor Services
 - Business Tourism
 - Investment Projects
- 2.1.5 The DMP will present the above action plans to the Management Group for approval.
- 2.1.6 The PDD DMP will publish and implement a communications plan, which will develop and improve communications with the industry.
- 2.1.7 The DMP will achieve EMT criteria for DMP fitness for purpose.

2.2 Marketing and Research

- 2.2.1 The PDD DMP will publish an annual marketing plan to set out what will be delivered, including:
 - a) Production and distribution of one Peak District & Derbyshire Visitor Guide.
 - b) Development and management of one dedicated website www.visitpeakdistrict.com .
 - c) A programme of targeted media visits, a programme of proactive PR campaigns, and reactive PR in response to media inquiries as necessary.
 - d) Deliver on the EMT funded marketing campaigns to attract customers to the region and disperse throughout the region.
 - e) Produce other relevant marketing/promotional material that covers the strands of the marketing plan as set out in the sub group action plans referred to in 2.1.4.
 - f) Deliver EMT funded research programmes including STEAM, and keep partners informed of results/implications.

2.3 Visitor Services

- 2.3.1 The DMP will develop and promote with local authorities and partners a network of information provision serving the Peak District and Derbyshire to a consistent high standard of service managed by local authorities and others.
- 2.3.2 The DMP will develop and strategically lead on the DMS, identify sustainable funding streams, and encourage industry uptake.

2.4 Quality and Skills

- 2.4.1 The DMP will improve opportunities for businesses to upgrade skill levels via signposting partners to training and career development opportunities, and will deliver or commission appropriate training and support.
- 2.4.2 The DMP will carry out training workshops for industry partners on DMS.
- 2.4.3 The DMP will encourage providers to join accredited schemes via a funded (EMT) quality improvement programme, improve the quality of tourism offer by promoting the benefits of improved quality, and encourage partners to apply for the Excellent England Award Scheme.

2.5 Investment Projects

- 2.5.1 The DMP will develop a strategic approach to projects working with other partners where necessary and sharing best practice.
- 2.5.2 The DMP will take an overview of and endorsement of projects within the remit of the DMP submitted to the SSPs and RAZ.

2.6 Business Tourism

- 2.6.1 The DMP will publish and implement a plan for business tourism.

3) GENERAL PRINCIPLES FOR COLLABORATION, SUPPORT AND COMMUNICATION

The Peak District and Derbyshire DMP and SOUTH DERBYSHIRE DISTRICT COUNCIL agree to:

- 3.1 Commit to working in partnership to secure mutual aims and objectives.
- 3.2 All expenditure and commitment of finances, including in kind valuations, are subject to DMP and local authority financial regulations. DMP accounts will be open to partners.
- 3.3 The DMP will set up and maintain communication systems that enable a regular, consistent and accurate flow of information on contractual obligations and funding issues. An annual report will be produced for partners.
- 3.4 The Chairman and Chief Executive of the PDD DMP will engage with Councils if so requested.

4) ROLE OF LOCAL AUTHORITY TOURISM SERVICE

- 4.1 The role of local authority tourism services is a commitment in line with agreed action plans to:
- Input into, and assist with, PDD DMP-wide marketing and promotional activities.
 - Work with the PDD DMP to deliver relevant local level marketing and information provision.
 - Work with the PDD DMP to develop new tourism product.

- Assist the PDD DMP with the delivery of the EMT-funded Quality Improvement Programme.
- Work with the PDD DMP to collect and collate appropriate research information e.g. STEAM, LJF.
- Work with PDD DMP to ensure regular and appropriate communication with local industry members.
- Attend and input into PDD DMP Operations Group meetings and other PDD DMP meetings as required.

5) **SERVICE DELIVERY**

The Peak District and Derbyshire DMP will specifically provide:

5.1 See Appendix – specific for each local authority area.

6) **PERFORMANCE REPORTING**

Performance Indicators specific to each Local area*

a) Number of South Derbyshire businesses participating in:

- a) PD & D Visitor guide.
- b) PD & D website.

b) Number of South Derbyshire businesses participating in specific DMP marketing campaigns and overall value of business generated for the area.

c) Number and value of accommodation bookings generated for South Derbyshire businesses via Peak District & Derbyshire website.

d) Number of media visits to South Derbyshire generated via DMP marketing.

e) Number of South Derbyshire businesses that have attended a DMP-organised event during the year.

7) **BREACH**

If the PDD DMP commits a material breach of this Agreement, which is not capable of remedy, then the Council may terminate this Agreement with immediate effect by notice in writing.

If the PDD DMP commits a material breach of this Agreement, which it is able to remedy, then the Council may serve notice on the PDD DMP setting out how the breach shall be remedied by a reasonable deadline.

8) **TERMINATION**

The Council may serve on the PDD DMP a notice in writing to terminate this Agreement with immediate effect and reclaim from the PDD DMP all or part of any Council Funds paid which have not at the date of such termination been expended by the PDD DMP where:

- The PDD DMP is in breach of any term or condition of this Agreement.
- The PDD DMP is dissolved for any reason including, without limitation insolvency, a winding up order or the appointment of a receiver or administrator (in which case the PDD DMP shall notify the Council immediately in writing).
- Budgetary considerations or a change in law may make it necessary for the Council to reduce or even discontinue funding to the PDD DMP. If this occurs the Council shall notify the PDD DMP as soon as possible before the date on which the Council intends to make the necessary adjustment.

9) RIGHTS AND OBLIGATIONS ON TERMINATION

Within 3 calendar months of termination of this Agreement (whether by notice, expiry or otherwise) the PDD DMP shall:

- Forward to the Council any Council assets or property or any unused Council Funds in its possession or control.
- Immediately refrain from holding itself out in any manner whatsoever as having any connection with the Council.
- Assist the Council as necessary in ensuring that the duties of the PDD DMP under this Agreement are efficiently taken over by the Council, any agent of the Council, or other party, as the case may be. This may include (without limitation) delivery up by the PDD DMP of all documents and data in the possession of the Organisation.

10) EQUAL OPPORTUNITIES

- The PDD DMP shall have a written equal opportunities policy statement and shall promote equality of opportunity between all individuals and groups having access to the Services.
- The PDD DMP shall ensure that any allegations of discrimination or complaints made against it are properly investigated and that an appropriate action is taken.

Signed: _____

For and on behalf of SOUTH DERBYSHIRE DISTRICT COUNCIL

Name (in capitals): _____

Position in Organisation: _____

Date: _____

Signed: _____

For and on behalf of PDD DMP

Name (in capitals): _____

Position in Organisation: _____

Date: _____

Appendix: South Derbyshire District Council

Cash financial contribution:

The District Council will make fixed cash contributions, as follows:

2006/07: £5,000

2007/08: £5,000

In-kind time contributions:

The District Council will make maximum officer time contributions, as follows:

2006/07: 390 hours

2007/08: 390 hours

The contribution will relate to DMP activities in South Derbyshire or to the DMP area as a whole and will typically be provided as 7.5 hours per week. Priorities for these hours will be determined by the DMP, in consultation with the Council.

The District Council will provide representation at monthly operational group, quarterly marketing action group and other meetings where issues of particular importance to South Derbyshire are being discussed.

The Council's in-kind contribution will be reviewed at the end of each year.

DMS/Website financial contribution:

The District Council will contribute the following sums to the DMP for the maintenance and development of the Destination Management System (DMS) and DMP website:

2006/07: DMS-related costs (Existing commitment) plus around £1,000 for the website

2007/08: DMS-related costs (Existing commitment) plus around £1,000 for the website

Visitor attractions and accredited accommodation in South Derbyshire will be promoted on the DMP website (via the DMS) at no cost to the business or the Council.

The National Forest:

The DMP will develop The National Forest as a brand and a destination, including through promotion on the DMP website and in the DMP's visitor guide and other marketing materials. This will include sections of both dedicated to The National Forest - the content of which to be shaped by the Forest partners.

The DMP website will provide the facility to request Forest brochures and include a link from the DMP website to The National Forest site.

The DMP will continue to provide a discount – a minimum of 15% - to advertisers who work with both Visit Peak District & Derbyshire and The National Forest & Beyond.

The DMP will commit resources to the marketing and promotion of The National Forest, working with the National Forest & Beyond partnership. This will include contributing to the production of brochures, websites and other marketing materials, together with promotional activities. The DMP will also work to maximise the investment that The National Forest receives from East Midlands Tourism and other funding bodies.

The DMP will proactively take forward discussions with other DMPs and relevant regional bodies with the objective of establishing a clear lead for the Forest area (which encompasses parts of Staffordshire, Derbyshire and Leicestershire) for 2008/09 at the latest. This should establish efficient and effective arrangements that operate across the three Counties, including providing a destination website for the Forest integrated with a DMS that incorporates all relevant businesses from across the three Counties.