

CABINET

9 July 2010

SOUTH DOWNS NATIONAL PARK DELEGATION OF PLANNING DECISIONS TO
LOCAL AUTHORITIES

REPORT OF CORPORATE DIRECTOR (OPERATIONS)

Contact Officer: Simon Finch Tel No: 01962 271

RECENT REFERENCES:

[CAB1947](#) – 13 January 2010 – Winchester City Council member representation

[CAB1874](#) – 16 September 2009 – Proposals for Membership of the National Park

[CAB1840](#) – 21 May 2009 – Implications of National Park Confirmation

EXECUTIVE SUMMARY:

From 1 April 2011, the City Council will no longer be the Local Planning Authority for that part of the district which lies within the National Park's boundary. This responsibility will rest with the South Downs National Park Authority (SDNPA).

The SDNPA has recognised the difficulties it would have in trying to undertake this role in the short term and has been negotiating with the constituent local authorities for them to undertake the planning management role on its behalf. The conclusion of these negotiations has resulted in an offer from the SDNPA to agree a three year 'delegation' whereby the first year costs for the local authorities would be met largely in full. The funding position would be reviewed for the subsequent two years. The SDNPA would expect to see efficiency savings made which would reduce the funds provided by them to each of the constituent local authorities.

The City Council has always recognised the difficulties the SDNPA would have in undertaking the planning management function from its inception and had expected and wanted there to be some form of delegation of these functions. The proposal from the SDNPA which is being recommended to the Council is for a three year agreement to delegate planning management functions to the local authority, with a twelve month rolling notice period should the Council or the SDNPA wish to withdraw from the arrangement.

RECOMMENDATIONS:

TO COUNCIL

1. That the delegation to the City Council from the South Downs National Park Authority of its planning management functions in that part of its area within the Winchester District (as outlined in the report) be accepted, subject to the agreement of the Head of Planning Management and Head of Finance (in consultation with the Portfolio Holder for High Quality Environment) of the final terms of:
 - i) The detailed delegation proposals;
 - ii) The funding arrangements.
2. That Head of Legal Services be authorised to enter into an interim agreement based on the form of agreement in Appendix 5 of the Report for the City Council to provide the planning management functions for one year from 1 April 2011, with the National Park Authority meeting the Council's reasonable costs of doing so.
3. That the Head of Legal Services (in consultation with the Head of Planning Management and the Portfolio Holder for High Quality Environment) be authorised to agree the terms of a final agreement under Section 101 of the Local Government in respect of the delegation of the planning management functions for the three years from 1 April 2011.

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9 July 2010

SOUTH DOWNS NATIONAL PARK DELEGATION OF PLANNING DECISIONS TO LOCAL AUTHORITIES

REPORT OF CORPORATE DIRECTOR (OPERATIONS)

DETAIL:

1 Introduction

- 1.1 The South Downs National Park Authority (SDNPA) is now operating in its shadow year before coming into formal existence on 1 April 2011. Much of the discussion for the 15 constituent local authorities in the build-up to the creation of the new authority has been how the SDNPA will manage the planning management functions once it becomes the Local Planning Authority for its area next year.
- 1.2 This report seeks the agreement of the Cabinet to the proposed arrangements for the delegation back to the City Council of the planning management function, to the signing of a legal Joint Working Agreement to confirm the Authority's commitment and to the funding proposals. A three year agreement is being proposed during which time the SDNPA will seek to consider the implications of either continuing these delegated arrangements or the full in-house provision of services.
- 1.3 The formal offer from the SDNPA, following its meeting on the 15 June, together with the detailed arrangements and legal agreement are attached as Appendices to this report.

2 Delegation of Planning Functions

- 2.1 On 1 April 2011 the SDNPA becomes the local planning authority for the whole of the area within the Park's boundary and so the City Council will cease to be the planning authority for that part of the district within the SDNP. The size of the Park and number of constituent authorities, with up to 4,000 planning and related applications per year, would make it the sixth busiest planning authority in the country. Given this background and the timescales involved, it was always expected that the SDNPA would seek the agreement of the local authorities for them to continue their planning role by means of an agreement under the provisions of S.101, Local Government Act 1972, until such time as the SDNPA had developed its own policies and capacity.
- 2.2 The agreement of the local authorities is now being sought so that the SDNPA can move forward in its planning. The SDNPA acknowledges that the local authorities do not have to accept the proposed delegation and could require

the SDNPA to take on the work from day one. However, for a number of reasons, not least to avoid problems and confusion for the public, the current proposals (as outlined below and in the Appendices) provide a pragmatic way forward. However, not all the details will be finalised before a commitment is sought and although the recommendations are made subject to the final proposals being acceptable to the Council, the timescales involved mean that the SDNPA want an answer by the end of July. After July, if the arrangements that finally emerge, particularly the proposals for future years' funding, are not to the Council's liking, then the 12 month notice procedure would have to be invoked. The interim agreement would commit the Council to providing the services for 2011/12 (with the SDNPA paying the costs incurred in this) but once the final agreement had been entered into, the 12 month notice provision could mean the Council having to operate the service during the notice period without the full costs being met.

- 2.3 Much of the debate over the last year has been centred on how the SDNPA would balance the delegation of the planning management functions back to the local authorities and at the same time exercise an appropriate degree of influence over decisions. This is to ensure that it can demonstrate that it is adding value and meeting its two key responsibilities: to conserve and enhance the natural beauty, wildlife and cultural heritage; and, to promote the opportunities for the understanding and enjoyment of the special qualities of the park by the public. The local authorities, although largely in agreement with the delegation proposals, recognising the practicalities and time constraints, have nevertheless been seeking an approach that would meet the balance that the SDNPA is seeking but at the same time minimise confusion to the public who would be directly affected. This has meant reducing as far as possible any duplication and bureaucracy. The scheme of delegation, now approved by the SDNPA and shown in the Appendices, provides the outcome of these officer debates.
- 2.4 In summary, the proposal is that over the next three years the majority of planning applications in the Park will be dealt with by the local authorities acting on behalf of the SDNPA. All applications in the SDNP area would be appropriately 'badged' to indicate to all that the decisions were SDNPA decisions, not Winchester City Council decisions, and there would be an appropriate level of physical 'badging' at reception as well as some provision for the SDNPA role at Planning Development Control Committee including, for example, having separate agendas for national park and non-national park applications.
- 2.5 The decision as to which authority will deal with particular applications will be based upon whether they are "significant" in national park terms. Although all applications will be made to the appropriate local authority, those deemed significant will be determined by the SDNPA itself, rather than the local authority acting on its behalf. 'Significance' is not a strictly defined term, and the precise definition is still being considered by the SDNPA, although it will be based upon the Major/Minor split as defined in current planning guidance. The SDNPA will also retain a power of call-in, to take back sensitive

applications that were not defined as significant in the original analysis. This will be facilitated by the employment by the SDNPA of three 'link' officers who will liaise with and advise the local authorities and take back applications to the SDNPA where they deem it necessary. The intended outcome is that the SDNPA will deal with around 150 significant applications per year, at least for the first three years.

3 Funding

- 3.1 One of the key elements in the officer debates over planning delegation has been in relation to funding the local authorities for carrying out this work. With the exception of some of the large major applications (which are not expected in the Winchester part of the SDNP), local authorities generally do not recover their costs in administering the planning function from planning fees. As accepting a delegation from the SDNPA is discretionary, the local authorities in the SDNP were anxious to ensure that this would be resolved before putting the proposals forward to their councils recommending agreement to the delegation.
- 3.2 The SDNPA at its meeting in June 2010 agreed a funding scheme that would see all local authority actual costs paid in the first year, with a view to improving development management processes and efficiency over the following two years. There are still some uncertainties on financing the proposals, despite the SDNPA decision, because of the possible way that Revenue Support Grant may be reduced. It is likely that the decreased RSG impact on the Council will be in the order of £12,000 pa if the total cost of the SDNPA is spread across all local authorities in England. If the grant adjustment was to be limited to the 15 constituent authorities the impact would be significantly greater.
- 3.3 As part of paying gross costs for the development management service in year 1, the SDNPA proposed the following:
- The local authority would collect and retain on account fees and other relevant income;
 - Payments in 2011/12 would reflect actual costs incurred in 2008/9 and 2009/10 with a negotiated adjustment for inflation and efficiency savings to reach estimated 2011/12 costs for predicted levels of activity;
 - Mechanisms will be developed for dealing with significant variations in activity and extraordinary costs;
 - All Policy and LDF costs incurred by the local authorities before 1 April 2011 will be borne by them. Continuing LDF costs not adopted by April 2011 will also be borne by the local authorities but the SDNPA will share any specific additional costs where they require additional assessments, enquiries, legal costs etc.

- The SDNPA will fund the costs of its own core strategy and any other development documents it decides to include in its LDS;
 - The SDNPA will meet identified and agreed transition costs where appropriate;
- 3.4 In Years 2 and 3 it is expected that the local authorities will work to the actual cost information they had gathered in Year 1. The larger authorities for planning purposes, which would include Winchester, would need to work to a trading account system to facilitate the open book accounting.
- 3.5 The cost information thus provided would be reviewed to give a revised funding methodology for Year 2 with the intention of reaching a fair and consistent tariff scheme for given types of application and levels of activity by Year 3. During Year 3, the SDNPA will review how its planning service is to be provided in Year 4 and thereafter, and decide on the charging basis for any continued delegation to the local authorities.

4 Joint Working Agreement

- 4.1 The draft Joint Working Agreement, attached as Appendix 5, has generally been accepted as a way forward by the local authorities. This is an interim agreement to cover the first year of operation (2011/12), and provides for the parties to work towards agreeing a final agreement for the three year period from 1 April 2011 (which would supersede the interim agreement). Discussions will need to be held on the final wording, (e.g. the term “best endeavours” should be amended to “reasonable”) and the recommendations make provision for negotiations on the final details.
- 4.2 The Final (three year) agreement would require the City Council, in agreeing to a three year term, to accept a rolling 12 month notice period should the City Council or the SDNPA wish to withdraw from the delegation of the planning functions for any reason. This would mean that if matters were not working to the satisfaction of the Council, if a decision was made to agree to the delegation at this meeting, it would have to continue to provide a service for 12 months after giving the SDNPA notice.
- 4.3 This is an area of risk but given that the SDNPA has agreed to the full funding of the delegation (subject to the issues mentioned in Appendix 4) in at least the first year and the subsequent years to be based upon this baseline, it should mitigate this risk to a large degree. The public will also find transition easier, it is suggested, if the Council takes the delegation agreement and works positively with the SDNPA. If available funding were to be reduced in subsequent years, the Council would have the ability to seek to match the extent of the service it provides to available funding, and/or consider termination (subject to the requirement for 12 months’ notice).

5 Conclusion

- 5.1 The SDNPA is seeking to reach agreement with the constituent local authorities on the delivery of planning management functions on its behalf. The proposed three year arrangement would see the Council receiving funding from the SDNPA for all its costs at least in the first year and the subsequent two years' funding to be based upon the first year costs but with the expectation that efficiency savings would be possible thus reducing the level of funding in years two and three.
- 5.2 The SDNPA is not in a position to undertake the role of local planning authority from next year and is seeking the support of the local authorities to provide the public with an acceptable and understandable planning service. The delegation back of the service was this Council's preferred position at the inception of the SDNPA and the proposals now outlined are largely in keeping with that aim.
- 5.3 The other authorities within the SDNP area are reporting to their Councils in this cycle and where the proposals are known, all of them are recommending an acceptance of the scheme.

OTHER CONSIDERATIONS:

6 SUSTAINABLE COMMUNITY STRATEGY AND CORPORATE BUSINESS PLAN (RELEVANCE TO):

- 6.1 This report is of relevance to the Strategy's Aim of maintaining a high quality of rural and village life, by supporting the rural economy and conserving the rural landscape, together with the Strategy's objective of sustaining and improving the natural environment.

7 RESOURCE IMPLICATIONS:

- 7.1 The implications for the Council are largely outlined above. The SDNPA has agreed to cover all the Council's costs in undertaking the planning functions on its behalf for the first year of a three year agreement (as calculated in accordance with Appendix 4), with years two and three costs being based upon that first year calculation subject to efficiency savings being made where that is possible.
- 7.2 The funding of the SDNPA comes from DEFRA which, in turn, receives a transfer of funds from CLG. This loss of funding to CLG is likely to be recovered through adjustments to the RSG settlement. As indicated above and in the Risk considerations below, the implications of this adjustment will not become clear until later this year. However, whether or not the Council wishes to pursue this delegation arrangement, the funding of the SDNPA through a transfer of funds from CLG to DEFRA will still take place and presumably RSG adjustments will be made. Provided any reduction in RSG does not exceed the costs of providing the service in the past (net of fee income) then in 2011/12 (year one) at least, this will not affect the Council. In

subsequent years, the loss of RSG plus any revision downwards of the payment for the services by the SDNPA may have an adverse impact on the Council's finances.

8 RISK MANAGEMENT ISSUES

- 8.1 The Council is being offered a scheme of delegated planning functions for a three year term. The proposals are that all the Council's costs will be paid by the SDNPA at least for the first year. This may be a better position than currently exists as for the majority of non-major planning applications the Council does not cover all its costs from planning fee income, and the shortfall has to be met from Revenue Support Grant and Council Tax. The funding position for the second and third years would be based upon the first year costs but with an expectation of greater efficiency, and therefore payments from the SDNPA for these years are likely to be reduced. If the position were to be unsatisfactory, and the Council wished to end the arrangement, it would have to give 12 months notice and continue with the arrangements until that notice had expired. Clearly, if such a notice is given, the later in the financial year the notice is given, the longer the period that the service must be provided with reduced funding. The Council would need to seek to match the service to the funding level in such circumstances to minimise its risk.
- 8.2 What is not clear in the proposals is the impact of any changes to Government funding. It is known that with the transfer of functions from local government to the SDNPA, the Government departments also transfer funding, from CLG to DEFRA in this case. It is possible, and remains a risk, that CLG in transferring monies to DEFRA will seek to recover that funding from local government by adjusting the RSG settlements. It is assumed that this would be spread across all local authorities and, if so, would have relatively little impact and be of the order of £12,000 pa. However, if applied to the specific authorities, the impact would be greater.

BACKGROUND DOCUMENTS:

None

APPENDICES:

Appendix 1 – Formal SDNPA offer letter of delegation

Appendix 2 – SDNPA report SDNPA 14/10 of the 15 June – Recommendations

Appendix 3 – Appendix 1 to report SDNPA 14/10 – Financial Implications

Appendix 4 – Appendix 2 to report SDNPA 14/10 – Draft Funding Proposals

Appendix 5 – Joint Working (Legal) Interim Agreement

Appendix 1

All Local Authorities in the South
Downs National Park



Rosemary's Parlour
North Street, Midhurst
West Sussex
GU29 9SB

Ref:JR/LA/delegation/1
Date: 25th June 2010

Dear Colleague

South Downs National Park Planning Services

I am pleased to advise you that, at the meeting of the SDNPA on 15th June 2010, it was decided that the Authority wishes to provide planning services for the SDNP through Agency arrangements with the current Local Planning Authorities for some Development Management services (referred to as 'delegation'). Accompanying this letter is a copy of the recommendations to the Authority for your information and attention. These recommendations were carried unanimously in their entirety. I am also providing copies of the appendices referred to in recommendation 5, and a proposed legal agreement as referred to in recommendation 6.

I would be grateful if you would formally confirm, as proposed in recommendation 6:

- whether or not your Authority wishes to provide these services on behalf of the SDNPA from 1st April 2011 in these terms
- if so, that your Authority is prepared to enter into the legal agreement with all other participating Authorities as attached and as set out in recommendation 6, and
- that you are able to do so by 31st July 2010

The agreement of the SDNPA to provide planning services in this way is a culmination of a great deal of work to which many colleagues have contributed and I would like to thank you all for your help and support, and I hope that you are able to agree to provide these services as proposed. I will, of course, be happy to answer any queries you may have, or to provide any additional help or explanation that you may require. It would be helpful to me if you could confirm the timescales for your decisions on these matters as soon as possible.

This letter is being copied to your Chief Executive for information.

Yours sincerely

Jim Redwood
Interim Head of Planning

Appendix 2**SOUTH DOWNS NATIONAL PARK AUTHORITY****Report SDNPA 14/10****15th JUNE 2010****DELIVERING PLANNING SERVICES FOR THE SOUTH DOWNS NATIONAL PARK****REPORT BY THE INTERIM HEAD OF PLANNING****1. RECOMMENDATIONS****1.1 The Authority is recommended:**

1. To agree in principle to providing planning services for the South Downs National Park (SDNP) through Agency arrangements with the current Local Planning Authorities for some Development Management planning services ('delegation')
2. That the Agency ('delegation') Agreements should provide for the South Downs National Park Authority (SDNPA) to determine itself those planning applications likely to be of significance to the SDNP
3. That the basis for significance should be a major/non major split, with the threshold at 10 dwellings, 1000sq.metres of commercial floor space or an application site over 0.5 HA, and non-major applications and appeals normally being delegated to the current Local Planning Authorities to determine, without prejudice to:
 - The NPA determining itself any non-major applications it considers to be likely to be of significance to the SDNP, and
 - The NPA agreeing exceptionally to delegate such particular major applications (including minerals and waste applications) which it considers not to be of significance to the SDNP
4. That the Agency Agreements should initially operate for a three year period from April 2011 to March 2014, with a review in year three for implementation from year 4 (either continued/modified delegation or moving to an in-house service), and 1 years notice to quit by any party to the agreement at any time.
5. That the SDNPA should pay the constituent Local Councils for the planning services provided on its behalf, on the basis of the funding principles set out in Appendices 1 and 2
6. That the current Local Planning Authorities be invited to participate in the proposed Agency arrangements, and those Authorities who agree to participate be invited to enter into a multilateral legal agreement with the SDNPA by 31st July 2010, binding them to provide an effective planning service from 1st April 2011, with 1 years notice to quit, with the SDNPA providing a guarantee that all costs reasonably incurred by each Council in carrying out the delegated functions will be reimbursed by the Authority
7. That the detailed provisions and agreements for implementing this decision should be delegated to the Interim Chief Executive, in consultation with the Chair and Deputy Chair of the Authority and the Chair and Deputy Chair of the Planning Committee, subject to any material issues being referred to the Authority for determination.

Appendix 2 Cont'd

8. That the SDNPA should work with the current Local Planning Authorities on emerging Core Strategies and other Local Development Documents (LDDs) to ensure that they meet National Park purposes.
9. That SDNPA should work towards a Core Strategy for the SDNP as an early priority and that this work should be resourced by the SDNPA accordingly.

Appendix 3

Report SDNPA 14/10 Appendix 1

Financial implications

Funding for LPA planning services comes from Revenue Support Grant from Communities and Local Government (CLG), Council tax and income from fees and charges.

Funding for the SDNPA planning service will come from Defra Grant and income from fees and charges.

An agreement has been reached between CLG and Defra that there will be a one-off transfer of resources between the two departments to reflect the transfer of planning responsibilities from the constituent local authorities to the SDNPA.

There have been discussions over recent months as to the level of that funding transfer and how it would be enacted through the SDNPA planning funding working group. CLG and Defra officials have been directly involved, there has been finance and planning representation from local authorities. Data is being collected across all local authorities about the costs of the planning service that would be attributable to the national park area. CLG are indicating that the transfer should only have a marginal impact on the financial positions of the constituent Councils. This should help to ensure that effective joint working is not compromised by disputes over the funding changes. However, until the local authorities receive their funding settlements for 2011/12 (late in 2010) there will remain a level of uncertainty for them about their financial position.

It is not clear whether the amount of funding transferred from CLG to Defra will have a direct impact on the grant the SDNPA will receive and given the expected funding cuts to all public services this cannot be relied upon. However it will give Defra a good indication of the baseline funding that may be needed to fulfil statutory planning responsibilities, once additional costs such as for SDNPA policy are added in.

There are some differences in the estimated costs of operating an in-house versus a delegated planning function. These are set out in more detail in para 7.12. These costs are high level assumptions and whichever option is chosen more work is needed to quantify the detailed financial implications. Either option is affordable within the expected Defra Grant funding allocation with estimates in the region of £4.5 - £5m for the full cost of providing the planning function. The best option in the short term taking all factors into consideration may not be the most cost-effective in the long term. This creates a strong argument in favour of 3 year arrangements with the Councils that provide time for greater analysis of all the issues, including financial considerations before more permanent decisions are made.

There will be some additional ongoing staffing costs of running a delegated planning service over an in-house one. This is because of the need to have sufficient additional link officer and contract management staff to liaise with the 15 LPAs, ensuring consistent

Appendix 3 Cont'd

performance and quality of the service provided. In addition the LPAs will charge VAT on the services they provide. This adds an additional 17.5% to the cost (at current VAT rates) which may not be recoverable by SDNPA. Further specialist VAT advice will be taken on the options to mitigate this.

Operating an in-house model immediately would incur some additional costs in terms of initial set up particularly given the very short time frame for setting up a planning system with such a large and complex planning system. In addition there would be staffing complexity associated with TUPE transfers from 15 local authorities.

As set out elsewhere in the report, delegation is voluntary for the local authorities. Given their financial uncertainties it is important in order to secure their support to propose a fair system for paying for the services they provide. The draft funding principles shown at Appendix 2 set out the basis for that system which aims to provide financial certainty in year 1 (2011/12) for all parties while aiming to improve Development Management performance, quality and value for money over the three year period.

Appendix 4**Report SDNPA 14/10
Appendix 2****Draft funding proposals for funding a scheme of planning delegation****Overarching principles**

There will one funding scheme for the three counties and another one for the 11 districts and the one single tier authority. However the overarching principles will be the same, as follows:

- funding agreements for the provision of planning services to the SDNPA from April 2011 will be as fair and transparent as possible, and will aim to ensure that initially there are no 'winners or losers'.
- the objective will be to improve Development Management performance, quality and value for money over a three year period

Methodology Year 1 (2011/12)

- The SDNPA will fund the Councils providing development management on its behalf for the gross cost of that part of this service which relates to the SDNPA area
- Payments in 2011/12 will reflect actual costs incurred in 2008/9 and 2009/10 with adjustments as follows:
 - to remove non-cash costs such as pension liabilities calculated under FRS 17
 - to ensure that overhead charges are reasonable
 - to take into account both the impact of inflation and national government efficiency saving requirements

The aim is to reach estimated 2011/12 costs for predicted levels of activity
- Councils will collect fee and other relevant income (for example compliance fees for counties and condition discharge fees where appropriate) on behalf of the SDNPA and retain it as a payment on account
- Mechanisms will be developed for dealing with significant variations in workload volume and types of application and extraordinary costs
- There will be a process for negotiation between the SDNPA and each Council in relation to dealing with appeals and for agreeing the action to be taken by the SDNPA and the Councils and how costs will be met
- Quarterly returns will be provided by the Councils to SDNPA providing agreed information on activity levels, fee income, performance and other relevant information to support payments to the Councils
- All planning policy and LDF costs incurred by the Councils before April 2011 will continue to be borne by them. For LDFs not adopted by April 2011 costs will also continue to be borne by the Councils, but the SDNPA will consider sharing specific additional costs such as the costs of Environmental Assessments, enquires, legal costs etc. where appropriate. These will each be the subject of negotiation and agreement between the SDNPA and each Councils
- The SDNPA will fund the costs of preparing its own Core Strategy and any other LDD it decides to include in its LDS
- The SDNPA will meet identified and agreed transition costs where appropriate

Appendix 4 Cont'd

Methodology Years 2 and 3

- During Year 1 each Council will collect actual cost information in an agreed format to facilitate open book accounting and this will involve trading accounts for the larger authorities
- The cost information will be reviewed to provide a revised funding methodology for year 2 with the intention of reaching a fair and consistent tariff scheme for given types and levels of activity by year 3
- During year three, the SDNPA will review how its planning service is to be provided, and decide on the charging basis for any continued delegation scheme

Appendix 5

DATED 2010

SOUTH DOWNS NATIONAL PARK AUTHORITY (1)

EAST SUSSEX COUNTY COUNCIL (2)

HAMPSHIRE COUNTY COUNCIL (3)

BRIGHTON AND HOVE CITY COUNCIL (4)

WEST SUSSEX COUNTY COUNCIL (5)

ADUR DISTRICT COUNCIL (6)

ARUN DISTRICT COUNCIL (7)

CHICHESTER DISTRICT COUNCIL (8)

EASTBOURNE BOROUGH COUNCIL (9)

EAST HAMPSHIRE DISTRICT COUNCIL (10)

HORSHAM DISTRICT COUNCIL (11)

LEWES DISTRICT COUNCIL (12)

MID SUSSEX DISTRICT COUNCIL (13)

WEALDEN DISTRICT COUNCIL (14)

WINCHESTER CITY COUNCIL (15)

WORTHING BOROUGH COUNCIL (16)

JOINT WORKING AGREEMENT

relating to

**The provision of planning services
in the South Downs National Park from 1st April 2011**

Appendix 5 Cont'd

THIS AGREEMENT is made the day of 2010

BETWEEN

- (1) South Downs National Park Authority of Rosemary's Parlour, North Street, Midhurst, West Sussex, GU29 9SB
- (2) East Sussex County Council of County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE
- (3) Hampshire County Council of The Castle, High Street, Winchester, Hampshire, SO23 8ZB
- (4) West Sussex County Council of County Hall, West Street, Chichester, West Sussex, PO19 1RQ
- (5) Brighton and Hove City Council of King's House, Grande Avenue, Hove, BN3 2LS
- (6) Adur District Council of Civic Centre, Ham Road, Shoreham-by-Sea, West Sussex, BN43 6PR
- (7) Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF
- (8) Chichester District Council of East Pallant House, 1 East Pallant, Chichester, West Sussex, PO19 1TY
- (9) Eastbourne Borough Council of Town Hall, Grove Road, Eastbourne, BN21 4UG
- (10) East Hampshire District Council of Penn's Place, Petersfield, Hampshire, GU31 4EX
- (11) Horsham District Council of Park Street, Horsham, West Sussex, RH12 1RL
- (12) Lewes District Council of 32 High Street, Lewes, East Sussex, BN7 2LX
- (13) Mid Sussex District Council of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS
- (14) Wealden District Council of Vicarage Lane, Hailsham, East Sussex, BN27 2AX
- (15) Winchester City Council of City Offices, Colebrook Street, Winchester, Hampshire, SO23 9LJ

Appendix 5 Cont'd

(16) Worthing Borough Council of Town Hall, Chapel Road, Worthing, West Sussex, BN11 5ND

It is hereby agreed as follows:-

1. Recitals

- 1.1 With effect from 1st April 2011, the SDNPA becomes sole statutory planning authority for the South Downs National Park further to the South Downs National Park Authority (Establishment) Order 2010.
- 1.2 The SDNPA and the Authorities have agreed that they will enter into discussions with regard to the discharge by the Authorities of the Planning Services, further to an agency arrangement under Section 101 of the Local Government Act 1972, for a period of three years from 1st April 2011.
- 1.3 Pending those discussions, the SDNPA wishes to ensure that, as a minimum, the Authorities who wish to enter into such agency arrangements are bound to provide the Planning Services as the SDNPA's agents for a minimum period of 12 months from 1st April 2011.
- 1.4 The Authorities have a duty to provide the SDNPA with such assistance and information as the SDNPA may reasonably request for the purpose of discharging any of its functions pursuant to Schedule 4 of The South Downs National Park Authority (Establishment) Order 2010.

2. Interpretation

- 2.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings: -

"the Agreement" means this agreement;

"the Authorities" means such of the 15 local planning authorities which are currently the planning authorities for the national park area who are parties to this Agreement;

"the Commencement Date" means the date on which this Agreement is executed by the Authorities;

"the SDNPA" means the South Downs National Park Authority;

"Planning Services" means those planning functions exercisable by the SDNPA as sole planning authority from 1st April 2011 which the SDNPA decided at its meeting on 15th June 2010 could be delivered by the Authorities;

Appendix 5 Cont'd

3. Term

- 3.1 Subject to clause 3.2, this Agreement shall commence on the Commencement Date and continue in force until 31st March 2012.
- 3.2 Where an agency agreement pursuant to Section 101 of the Local Government Act 1972 is entered into by the SDNPA and any of the Authorities further to clause 4.1 of this Agreement, and such agreement takes effect, this shall terminate that Authority's interest in this Agreement.

4. General Principles

- 4.1 The SDNPA and the Authorities agree that they will use their best endeavours to discuss and agree the terms of an agency agreement, further to Section 101 of the Local Government Act 1972, whereby the Authorities will discharge the Planning Services on behalf of the SDNPA for a period of three years from 1st April 2011.
- 4.2 Pending the discussions referred to in clause 4.1, each of the Authorities agrees that, as a minimum, they will discharge the Planning Services on behalf of the SDNPA, in respect of such part of the South Downs National Park Area as falls within that Authority's normal administrative area, for a period of one year from 1st April 2011.
- 4.3 Where a formal decision is required to be taken by the Authorities in order to accept the offer by the SDNPA of acting as agent for the SDNPA the Authorities will use their best endeavours to pursue such formal decision by 31st July 2010.
- 4.4 The SDNPA agrees to reimburse all costs reasonably incurred by each of the Authorities in discharging the Planning Services on its behalf further to clause 4.2.

5. Status of the Agreement

- 5.1 This Agreement is entered into further to Section 101 of the Local Government Act 1972. It gives rise to a legally binding relationship and mutual commitments are created by this Agreement.

In witness hereof the SDNPA and the Authorities have executed this Agreement as a Deed the day and year first written

Appendix 5 Cont'd

The Common Seal of SOUTH DOWNS NATIONAL PARK AUTHORITY was affixed hereto in the presence of the undersigned authorised signatory for and on behalf of SOUTH DOWNS NATIONAL PARK AUTHORITY

..... Authorised signatory

The Common Seal of East Sussex County Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of East Sussex County Council

..... Authorised signatory

The Common Seal of Hampshire County Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Hampshire County Council

..... Authorised signatory

The Common Seal of West Sussex County Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of West Sussex County Council

..... Authorised signatory

The Common Seal of Brighton and Hove Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Brighton and Hove Council

Appendix 5 Cont'd

..... Authorised signatory

The Common Seal of Adur District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Adur District Council

..... Authorised signatory

The Common Seal of Arun District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Arun District Council

..... Authorised signatory

The Common Seal of Chichester District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Chichester District Council

..... Authorised signatory

The Common Seal of Eastbourne Borough Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Eastbourne Borough Council

..... Authorised signatory

Appendix 5 Cont'd

The Common Seal of East Hampshire District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of East Hampshire District Council

..... Authorised signatory

The Common Seal of Horsham District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Horsham District Council

..... Authorised signatory

The Common Seal of Lewes District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Lewes District Council

..... Authorised signatory

The Common Seal of Mid Sussex District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Mid Sussex District Council

..... Authorised signatory

The Common Seal of Wealden District Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Wealden District Council

Appendix 5 Cont'd

..... Authorised signatory

The Common Seal of Winchester City Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Winchester City Council

..... Authorised signatory

The Common Seal of Worthing Borough Council was affixed hereto in the presence of the undersigned authorized signatory for and on behalf of Worthing Borough Council

..... Authorised signatory