

DARTMOOR NATIONAL PARK AUTHORITY

4 October 2019

PROCUREMENT PROCEDURESReport of the Head of Business Support

Recommendation: That Members note and approve the Authority's revised Procurement Procedures (attached at Appendix 1) to take effect from end of the meeting.

1 Background

- 1.1 The Procurement Procedures are part of the Authority's core governance documents. They were revised and approved by Members in January 2019 (NPA/19/002), being part of a major overhaul of our procurement processes and procedures after entering into a new Service Level Agreement with Devon County Council's Procurement Service (DPS) to provide procurement support to the Authority.

2 Procurement Procedures

- 2.1 Considerable upfront work has been undertaken to revise procedures and set up generic templates so that we can have confidence in our ability to run robust, compliant, open and transparent procurements and that our procedures and documentation are relevant, proportionate and easy to use.
- 2.2 General procurement training was provided for staff in February, concentrating on the main principles, processes and new templates. Some staff have now used the new templates and "tested" the procedures, which has highlighted both the "good and the not so good". This has meant that we have been able to make further adjustments to templates and processes to ensure that they are fit for purpose. Training in the use of the E-Procurement system was provided in September.
- 2.3 As a result of this ongoing work and testing, and due to the iterative nature of the implementation of our new systems and procedures, we have had to make some small adjustments to our main overarching Procurement Procedures document that requires formal Authority approval. **Amendments to the document are highlighted for ease.**
- 2.4 The majority of the changes are just minor wording and clarifications (for staff) to aid understanding and application and to better explain the actual way we work.
- 2.5 There was just one area that needed a more significant revision; section 2.18 *Acceptance of Single Quotation or Tender Received*. It became clear that the original financial thresholds set for referral/reporting and approval by the Chief Executive, Chief Finance Officer and the Authority (if only one quote is received) would be onerous and unworkable (in practice). We had mistakenly aligned the lower £30,000 threshold to our virement limit. After taking legal advice we

determined to amend the threshold to ensure that work programmes would not be significantly delayed (by having to bring unnecessary reports to the Authority). Any approval to increase actual spend above the approved budget would continue to be in accordance with Financial Regulations and the Scheme of Delegation, requiring Authority approval for an increase in spend above the £30,000 virement limit.

3 Equality and Impact Assessment

- 3.1 It is not believed that the proposed changes will have any relevant impact.

4 Financial Implications

- 4.1 The revised procedures are still fully aligned and compliant with Financial Regulations, Standing Orders and the Scheme of Delegation. There are no direct financial consequences as a result of the procedural changes.

5 Conclusion

- 5.1 Our Procurement Procedures documents and our systems and processes will be kept under constant review to ensure that they are both fit for purpose for this organisation and to ensure full compliance (with legislation).

DONNA HEALY

Background Papers: NPA/19/002

Attachments: Appendix 1 - Procurement Procedures

20191004 DH Procurement Procedures

Procurement Procedures

1 General

- 1.1 These procedures apply to all orders and contracts issued by the Authority for the carrying out of works, the supply of goods and services and the acquisition and disposal of assets. These procedures must be read in conjunction with the Sustainable Procurement Policy, Financial Regulations, Standing Orders, the Scheme of Delegation, the Minimum Standards for Tenders and Contracts and any other procurement guidance notes issued by the Chief Financial Officer (CFO).
- 1.2 “Officer” means any person holding office under the Authority, employed or seconded by the Authority, working under a Service Level Agreement or contract, or working for the Authority in any paid or unpaid capacity

2 Quotation and Tendering Procedures

- 2.1 The minimum required numbers of tenders or quotations to be invited from appropriate contractors for a given estimated value of contract (net of VAT) are:
- Above £1,000 and up to £2,500 (£5,000 for works) two oral quotations:
 - Above £2,500 (£5,000 for works) and up to £10,000, Invite three organisations to submit written quotations;
 - Above £10,000 and up to £100,000, Invite three organisations to submit written formal quotations submitted by a specified date and time and based on a written specification and evaluation criteria (referred hereafter as “formal quotation”);
 - Above £100,000, and up to EU thresholds, invite four organisations to submit tenders;
 - Over EU thresholds, invite organisations to submit tenders in accordance with the requirements of the Public Contract Regulations.

The values are for single items or groups of items, which must not be disaggregated artificially.

From 1 January 2018 the sterling equivalents of EU thresholds (net of VAT) are £181,302 for supplies and services and £4,551,413 for works. The EU thresholds are changed on 1 January of each even-dated year. The CFO will advise Heads of Service of these changes.

- 2.2 Where quotations apply, they should be sought from suitable contractors through open competition or can be selected from a standing list if one exists.
- 2.3 Where formal quotations are required, and if there is no standing list, formal quotations may be sent directly to a minimum of three organisations who have been selectively invited to bid, without recourse to open advertisement of the opportunity, or they may be selected through open competition.
- 2.4 Where tenders are required, Officers have a choice of tendering procedures. For contracts up to EU thresholds, organisations may be selected from a standing list. Where there is no standing list, and for contracts over EU thresholds, appropriate advertisement must be undertaken inviting suitable organisations to express an

interest in tendering. Alternatively, a suitable Framework Agreement can be used (see para 3.2 below). Tenders may be received from either all who respond to an advertisement (open competitive tendering) and, for contracts over EU thresholds, from a selection of suitable contractors who have expressed an interest and who are invited by the Authority to tender (selective tendering). The number of tenderers to be invited to tender will depend on the particular market and the individual project procurement strategy (which should be set out at the start of the process).

- 2.5 If selection is to be from standing lists, arrangements for standing list compilation, maintenance, review and use must be approved in advance by the CFO.

Procurement Notification Process

- 2.6 Officers planning to carry out any procurement exercise with a value of £10,000 or more must submit an electronic procurement notification form to the Devon Procurement Service (DPS). This will be used to create an initial entry on the PNF Register held on the Sharepoint site.

Appropriate Advertising

- 2.7 Tenders up to the EU thresholds where there have been no selective invitations to quote or tender, and all tenders above the EU thresholds, will be advertised on the Authority's e-tendering system. Any opportunities that are advertised on the Authority's e-tendering system must also be advertised on the government's Contract Finder website (over a value of £25k).
- 2.8 For services, supplies and works where the total contract value, including any options to extend the initial term of the contract are expected to exceed EU thresholds, an OJEU notice must also be placed and must follow EU procurement requirements with particular regard to be given to the timescale for such tenders.
- 2.9 Any formal quotation (i.e. over £10k up to £100k) following the open competition procedure will be advertised on the Authority's e-tendering system. Any opportunities that are advertised on the Authority's e-tendering system must also be advertised on the government's Contract Finder website (if over £25k). Officers will consult with the CFO and or DPS to determine if further advertising in relevant local newspapers and trade publications is also required.
- 2.10 Officers will ensure that the e-tendering system website address is publicised appropriately within the quotation/tender documentation.
[\[www.supplyingthesouthwest.org.uk\]](http://www.supplyingthesouthwest.org.uk)

Selective Tendering (i.e above £100k)

- 2.11 Following advertisement of tenders above the EU thresholds for goods and services (whether in relation to goods, services or works), invitations shall be sent to the prospective tenderers who are best qualified to bid.

Invitation to Tender (i.e above £100k)

- 2.12 Every invitation to tender must specify that the Authority's e-tendering system will be used to issue and receive tender documentation. The invitation must state the date and time by which the tender must be received by the e-tendering system and

that the tender will be held in the secure area of the e-tendering system and cannot be accessed until after the deadline. Adequate time must be allowed for the preparation and return of tenders ensuring compliance where appropriate with EU requirements. Any exceptions to using the Authority's e-tendering system must be approved by the CFO and/or CEO.

Invitation to Quote (i.e. up to £100k)

- 2.13 The Authority's e-tendering system must be used for a formal quotation (i.e. over £10k & up to £100k), save for any exceptions approved by the CFO/CEO.

For quotations below £10,000 the e-tendering system may be used **but in either case** the invitation must state the place, date and time by which the quotation must be returned. Adequate time must be allowed for their preparation and return.

Certification notice by Tenderers

- 2.14 Tenderers shall certify and give undertakings that:

- the tender is genuine and intended to be competitive;
- they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person*;
- they have not done and will not do, at any time before the time and date specified for the return of the tender, any of the following:
 - inform any person* the amount or approximate amount of the proposed tender, except where the confidential disclosure of the approximate amount of the tender was necessary to obtain insurance premium or other quotations necessary for tender preparation;
 - enter into any agreement or arrangement with any other person* with the aim of preventing tenders being made or as to the amount of another tender or the conditions on which the tender is made;
 - offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the Authority any of the actions specified and described in this section;
 - cause or induce any person to do any of these things.

* outside the consortium if a consortium tender,

Receipt, Custody and Opening of Tenders and Formal Quotations

- 2.15 The Authority's e-tendering system will record the date and time of receipt of all tenders and formal quotations.

Quotations below the £10k threshold may be received and opened by the Project Officer/Team.

Formal quotations between £10-£100k (received via the e-tendering system) may be received and opened by the Project Officer/Team, once the closing date has passed.

Tenders over £100k (received via the e-tendering system) will require the opening and verification an officer who must be independent to the procurement taking place. All the submissions will then be released to the Project Officer/Team to continue with the process. The verifier will enter information about the submissions received into the tender register.

- 2.16 Tenders (over £100k) and any formal quotation (over £10k up to £100k) not received via the Authority's e-tendering system (as a result of an exception approved under paragraphs 2.12 or 2.13 or 2.21) shall be opened at one time and in the presence of at least two officers who shall be independent from the procurement. A record will be made of all tenders or formal quotations received, showing the date and time of opening and the bidder's name and the value in the tenders register. Any tender or formal quotation received after the specified time shall be recorded as such but must not be considered.

Contractor Vetting

- 2.17 Officers who procure the service of a contractor are responsible for checking the competency of that contractor to undertake the work. This may include evidence of relevant qualifications, financial stability, their Health & Safety policy, risk assessments and method statements, data protection and security arrangements, for example.

All such assessments must be made before any commitment is made or contract awarded and shall be in conformity with the Authority's Contractor Vetting Policy.

Acceptance of Single Quotation or Tender Received (See also paragraph 2.21)

- 2.18 This section deals with situations where either a single quotation or tender is received. For contracts up to £10,000, the appropriate Head of Service will determine whether or not to accept the quotation.

For contracts over £10,000, the CFO and the Head of Service shall jointly consider whether or not, in their professional judgement, best value would be obtained. The following provisions shall then apply:-

- a) where the estimated value of the contract is between £10,000 and £30,000 £100,000 if in their view best value would be obtained then the Head of Service will consult with the CFO and the CEO (the latter being able to accept the formal quotation). If in the view of the CFO and CEO value for money would not be obtained, or if there is any doubt, the procurement exercise should either be repeated or the matter referred to the Authority for consideration and decision.
- b) where the estimated value of the contract is over £30,000£100,000 the matter must be referred to the Authority for consideration and decision, taking into account the views of the CEO, CFO and Head of Service as to whether to accept the tender or repeat the procurement exercise.

Financial Provision for Contracts

- 2.19 Where tenders or quotations received vary from the approved estimate, the procuring officer must identify the funding for any increase. Where the increase is up to £30,000, the funding must be approved by the CEO in consultation with the

CFO before awarding the contract. Approval of the Authority must be obtained, before awarding the contract, where the variation exceeds £30,000.

Maintaining the Contracts Register

- 2.20 Upon the award of a contract with a value of £10,000 or more, the Officer will update and complete the entry in the **Contracts Register in the e-tendering system**. **If the e-tendering system not used for the procurement**, a record of the award will still be made in the contracts register on the e-tendering system. For contracts awarded over £25k, a record will also be entered on Contracts Finder (via the e-tendering system).

Exemption from the Tendering and Formal Quotation Process

- 2.21 Where the subject matter of a contract is of a specialised nature with only one or a limited number of possible contractors or where exceptional circumstances have arisen, the Officer shall submit a written report requesting an exemption from normal tendering or formal quotation rules to the CEO/CFO/Leadership Team for authorisation for the exemption.

Tenders subject to the European Procurement Regulations shall be subject to exemptions contained within those Regulations.

3 Particular Types of Contract

Acquisition (and Leasing) of Land, Buildings, Vehicles, Plant and Equipment

- 3.1 In order to ensure compliance with Financial Regulations and capital rules, all acquisitions made shall be in accordance with the Authority's Financial Regulations and Scheme of Delegation. Officers must consult with the CFO in the first instance; Authority approval may be required before embarking on this type of procurement.

Framework and Joint Procurement Arrangements

- 3.2 Framework Agreements set up by government offices or other public bodies may be used after consultation with the CFO/DPS. Call off contracts under a Framework Agreement will be governed by the terms of the Framework Agreement. Framework Agreements may also be established by Officers, in accordance with these Procedures (however prior advice must be sought from DPS).
- 3.3 Joint procurement arrangements with other local authorities or public bodies may take place where they represent best value. The CFO and DPS must be **consulted** ~~notified at~~ **before** the start of the procurement of all such proposed arrangements especially if the Authority intends to act as the lead authority.

Disposal of Assets

- 3.4 All vehicles, plant, furniture, equipment or other goods shall be disposed of in accordance with the Authority's Financial Regulations, Scheme of Delegation and Disposals Policy. Officers should consult with the CFO in the first instance.

4 Contracts

Contents of Contract

- 4.1 Officers shall obtain the advice of the Authority's Legal Service on the contract terms to be agreed, including the Authority's terms and conditions of contract. **Templates are available on the Sharepoint site, contact DPS if something different is required.**
- 4.2 Every contract shall be in writing or confirmed in writing and shall specify:
- (a) the work, materials, supplies or services to be provided;
 - (b) the quality standards and or service specification to be adhered to;
 - (c) the price to be paid, with a statement of discounts or other deductions;
 - (d) the time or times within which the contract is to be performed;
 - (e) the procedures for variations, termination, or penalties for non-compliance, or security for the due performance of any contract including liquidated damages where works are not completed in the time specified
 - (f) invoicing and payment arrangements as specified by the CFO;
 - (g) that the Authority shall pay valid and undisputed invoices within a 30 day period, consider and verify invoices in a timely fashion and impose a contractual obligation on the contractor to ensure that they abide by these conditions in relation to their own sub-contractors; and
 - (h) such other terms and conditions as are deemed necessary after having taken advice from the Authority's Legal Service.
- 4.3 Contracts (with Terms and Conditions) shall be signed (except where the seal of the Authority is to be applied) in accordance with the Authority's Financial Regulations and Scheme of Delegation.

Cancellation of Contracts

- 4.4 All written contracts shall contain a clause enabling the Authority to cancel the contract and recover from the contractor the amount of any resulting loss if:
- (a) the contractor has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing, or for having done or not done, any action in relation to the obtaining or execution of the contract or any other contract with the Authority;
 - (ii) showing or not showing favour or disfavour to any person in relation to the contract or any other contract with the Authority.
 - (b) the same things have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor);
 - (c) in relation to any contract with the Authority the contractor or any person employed by him or acting on his behalf has:
 - (i) given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;

(ii) committed an offence under the Bribery Act 2010.

4.5 Every contract that has been tendered via the Official Journal of the European Union must also contain the right for the Authority to terminate the contract where:

- (a) there has been a modification of the contract which falls outside one of the permitted categories specified in Regulation 72 of the Public Contracts Regulations 2015 and which are summarised at paragraph 4.5 below;
- (b) the contractor should have been excluded on mandatory grounds under Regulations 57(1) and /or 57(2) of the Public Contracts Regulations 2015
- (c) the contract should not have been awarded in view of a serious infringement under European Law which has been declared as such by the Court of Justice.

Variation of Contracts

4.6 All orders given to a contractor directing them to vary, in any respect, the subject of the contract must be in writing, signed by the authorised officer (in accordance with the Scheme of Delegation).

For variations of contracts Officers must first seek advice from the Authority's Legal Service. Written agreement must be obtained, before variation orders are issued, from the CEO (in consultation with the CFO) if the total value of the (originally) accepted tender will be exceeded by more than £1,000 and up to £30,000 and by the Authority for any amounts exceeding £30,000.

In addition to the above requirements, where a contract has been tendered via the Official Journal of the European Union (i.e. a contract above the relevant value threshold), a variation to the original contract terms will trigger a new procurement process unless it falls within one of the following permitted changes:-

- Modifications that are clearly provided for in the original procurement and contract documents; or
- Necessary modifications where a change of contractor cannot be made due to economic or technical reasons and would cause significant inconvenience or substantial duplication of cost and does not result in an increase in price of more than 50% of the original contract value; or
- Modifications to deal with unforeseen circumstances where the modification does not alter the overall nature of the contract and does not result in an increase in price of more than 50% of the original contract value; or
- Modifications to deal with a new contractor replacing the original contractor where the replacement is due to corporate restructuring and the new contractor meets the pre-qualification criteria and there are no other substantial amendments to the contract, or
- Modifications that are not substantial. The following will be considered substantial modifications:
 - modifications that render the contract materially different in character,
 - modifications that could have resulted in a different outcome in the procurement;
 - modifications which shift the economic balance in favour of the contractor;
 - modifications which extend the scope of the contract considerably, and

- where a new contractor replaces the old contractor other than in the circumstances permitted above.
- Low value modifications where the value attributable to the modification falls below the relevant EU threshold **and** is less than 10% of the initial contract value for supplies and services or 15% for a works contract.

Heads of Service must seek the approval of the Authority's Legal Service in relation to any proposed variation of a contract which has been tendered via the official Journal of the European Union.

Payment for Contracts for Building or Civil Engineering Work

4.7 Each certificate for payment must show:

- (a) contract sum (usually tender total);
- (b) value of work to date;
- (c) total amount of certificates previously paid;
- (d) amount of the certificate;
- (e) retention amount (if any);
- (f) value of price fluctuations;(g) Value Added Tax (if any).

Monitoring of Contracts

4.8 Officers must monitor all contracts and report any significant exceptions to normal progress and cost variations to the CFO and Leadership Team. Significant exceptions include delay or advance in expenditure by more than £1,000 compared with expectations within a financial year and any critical delay in meeting target completion dates.

Relationships with Contractors

4.9 Officers who undertake procurement, engage, supervise or have an official relationship with contractors and have had, or currently have, a private or domestic relationship should declare it to their Line Manager, the CFO and the Monitoring Officer. An assessment will be made to ascertain the nature of the relationship and whether that Officer can continue to have any further involvement in the procurement or contract. Orders and contracts must be awarded on merit by fair completion and no favour will be shown to any person or businesses, especially those run by or employing relatives, partners or friends.

DARTMOOR NATIONAL PARK AUTHORITY

4 October 2019

HEART OF THE SOUTH WEST JOINT COMMITTEEReport of the Chief Executive (National Park Officer)Recommendation: **That Members:**

- (i) **Approve the amendments (highlighted) to the Committee's list of functions in the Arrangements Document (refer to Appendix 1 attached); and**
- (ii) **Note the updated budget position for 2019/20**

1 Introduction

- 1.1 In January 2018, the councils in the Heart of the South West area (Devon, Somerset, Plymouth and Torbay), together the Local Enterprise Partnership, Clinical Commissioning Groups and the two National Park Authorities agreed to formally establish a Heart of the South West (HotSW) Joint Committee. The overall purpose was to take forward the devolution agenda and improve productivity. The Joint Committee was established under Sections 101 to 103 of the Local Government Act 1972 and all other enabling legislation. Further background is detailed in the Authority report NPA/18/037.
- 1.2 Since the establishment of the Joint Committee the Constituent Authorities have previously agreed one addition to the list of delegated functions by giving the Joint Committee the function of agreeing the local authorities' input into the development of the HotSW Local Industrial Strategy (LIS).
- 1.3 In recent months the Joint Committee has reviewed its governance arrangements in the light of:
 - Changes in Government policy away from large devolution 'deals' to a more targeted dialogue on key themes of relevance to the local authorities and partners, eg, housing. The Joint Committee's influencing role has become increasingly important as recognised by Ministers, local MPs and Government officials. The ambition remains to draw down additional/new functions, powers and funding from Government.
 - The evolution of the Joint Committee's role from agreeing policy (the HotSW Productivity Strategy) to overseeing delivery of the Strategy alongside the LEP.
 - The developing relationships with other key local partnerships to ensure that there are appropriate reporting lines, ie, HotSW LEP Joint Scrutiny Committee, Peninsula Transport Board, Great South West, HotSW Local Transport Board.
- 1.4 Accordingly, the Committee has refined its focus into the following areas:

- Strategic policy development;
- Influencing Government / key agencies to achieve direct intervention, support, funding and powers;
- Designing and delivering strategic HotSW responses to 'Government' offers;
- Designing and delivering public sector reform where this will deliver improved productivity, eg in health and education;
- Delivering at scale – (beyond what individual councils can achieve)
- Oversight of the Delivery Plan – working with the HotSW LEP to ensure delivery of the HotSW Productivity Strategy

- 1.5 These refinements have been reflected in the amendments to the list of functions contained in the Joint Committee's 'Arrangements' document – see Appendix 1 attached. The Authority is asked to approve the highlighted text. It is not proposed, at this stage, to request the delegation of further functions from the Constituent Authorities to the Joint Committee.

2 Joint Committee Meeting Arrangements

- 2.1 The Committee has agreed to change its meeting arrangements to achieve a better balance between formal decision-making meetings (fewer) and more opportunities for informal engagement and challenge sessions.

3 Joint Committee Management Support Arrangements

- 3.1 Comprehensive management support arrangements have been in place to support the partnership (and latterly the Joint Committee) since 2015. These have been recently reviewed and refined. To minimise direct support costs impacting on the Committee's budget, most of the officer resource is provided by the Constituent Authorities on an 'in-kind' voluntary basis. In addition, Somerset County Council (SCC) was appointed as the Administering Authority to the Joint Committee to support and run the Joint Committee and its meetings. SCC has been paid for undertaking this role from the Joint Committee budget. Other direct budget contributions towards the Committee support costs have been allocated to refund those Constituent Authorities who have provided officer resources for project management capacity and administrative support to the Brexit Resilience and Opportunities Group.
- 3.2 The diagram in Appendix 2 shows the revised management support arrangements for the Joint Committee. The revised arrangements provide for:
- A Chief Executive Officer group to lead the work of the Joint Committee and to include theme leads from the Delivery Plan. The membership of this Group is set out in Appendix 2.
 - Use of the existing Devon and Somerset Chief Executives' and Leaders' meetings to support the work of the Committee. NB the Leader meetings do not include National Park Authorities on the invitation list
 - One joint meeting per annum of the Devon and Somerset Chief Executives
 - Better alignment of the Joint Committee's support arrangements with the Local Enterprise Partnership
 - A policy and technical officer Group of senior policy officers to focus on: delivery of the Delivery Plan; monitoring progress/measuring performance; and drafting responses to national policy changes

- A dedicated and resourced programme management function, (funded from the Joint Committee's budget) to manage Joint Committee business on behalf of the Chief Executive Group and in addition to the Administering Authority role.

4 Financial Implications: Joint Committee Budget Position

- 4.1 The Joint Committee remains reliant on the constituent authorities for its budget and there are no obvious sources of additional funding to support running costs or delivery of its work programme.
- 4.2 The Joint Committee budget covers the costs of running the Committee and the work programme. Contribution levels for each council tier are based on population levels. The Committee agreed earlier this year that a larger annual budget was likely to be required to fund work programme priorities in future years and approved 'in principle' to seek the agreement of the Constituent Authorities to double the 2018/19 core contributions as a one-year arrangement so giving maximum contributions in 2019/20 of:
- County Council - £21,000
 - Unitary Council - £8,000
 - District Council / National Park Authorities – £2,800
- 4.3 Dartmoor NPA indicated that it might be willing to consider a doubling of its contribution on a one-off basis for 2019/20 (i.e. from £1,400 to £2,800).
- 4.4 The secretariat for the Joint Committee have confirmed that they will not be invoicing constituent authorities for any additional contributions in 2019/20 and thus our financial liability remains at £1,400. The secretariat are currently taking stock of the direction of the Committee's work programme following the recent district elections and delays in progressing discussions with Government as a result of Brexit. As it stands the contributions collected from the Constituent Authorities (£48,600) together with the underspend carried forward from 2018/19 (£36,326) totalling £84,926 is sufficient to cover the planned and anticipated costs for 2019/20 of £60k. A key unknown aspect of the work programme is the preparations for Brexit and the budget impacts of any work which the Committee may wish to commission. This will be kept under review in the coming months as the position becomes clearer.
- 4.5 The Authority has made representations about the proposed level of future membership fees and indicated that it would like to see a funding contribution more closely linked to ability to pay and relevance to statutory remit. Further discussions are planned as to how to establish a financially stable Joint Committee budget for future years as a pre-requisite to preparing a budget proposal for 2020/21 for submission to the Constituent Authorities. An up-date will be provided at the Authority meeting if progress is made at the Joint Committee meeting scheduled for 27 September 2019.

5 Conclusion and Recommendations

- 5.1 The HofSW Joint Committee was established to develop a 'devolution deal' for the South West. It has yet to achieve this aim but has been a successful vehicle for closer working between local authorities and the Local Enterprise Partnership. It is

recommended that Members approve the changes to the Joint Committee's arrangements document as highlighted in Appendix 1. The Authority has expressed concerns about the potential doubling of the subscription fee and if this is pursued we would need to consider the benefits of membership versus costs. The costs are not just the subscription fee but also officer and Member time in attending meetings. Nevertheless, our engagement to-date has helped ensure recognition of rural issues, the importance of 'natural capital' and provides potential hooks for future funding subject to central government decisions on programmes such as the promised Shared Prosperity Fund.

KEVIN BISHOP

Background Papers: NPA/18/037

20191004 KB HotSW Joint Committee

Attachments: **Appendix 1 - Extract from the Joint Committee's Arrangements Document**
 Appendix 2 - HotSW Joint Committee Support Structure

EXTRACT FROM THE JOINT COMMITTEE'S ARRANGEMENTS DOCUMENT

Highlighted text denotes amendments to the original arrangements document and thus changes that the Authority is asked to approve

2. Joint Committee Functions:

2.1 The only delegated functions of the Joint Committee relate to:

- (a) the approval of the HotSW Productivity Strategy; and
- (b) the development and endorsement of the HotSW Local Industrial Strategy (LIS) (noting that final approval of the HotSW LIS rests with the HotSW Local Enterprise Partnership (LEP) and the Government.

All other matters referred to in 2.3 below are 'referred' matters where the Joint Committee will make recommendations to the Constituent Authority or Authorities for decision. Additional delegated or referred functions may be proposed for the Joint Committee in the future by the Joint Committee or any of the Constituent Authorities but shall only be agreed if approved by all of the Constituent Authorities.

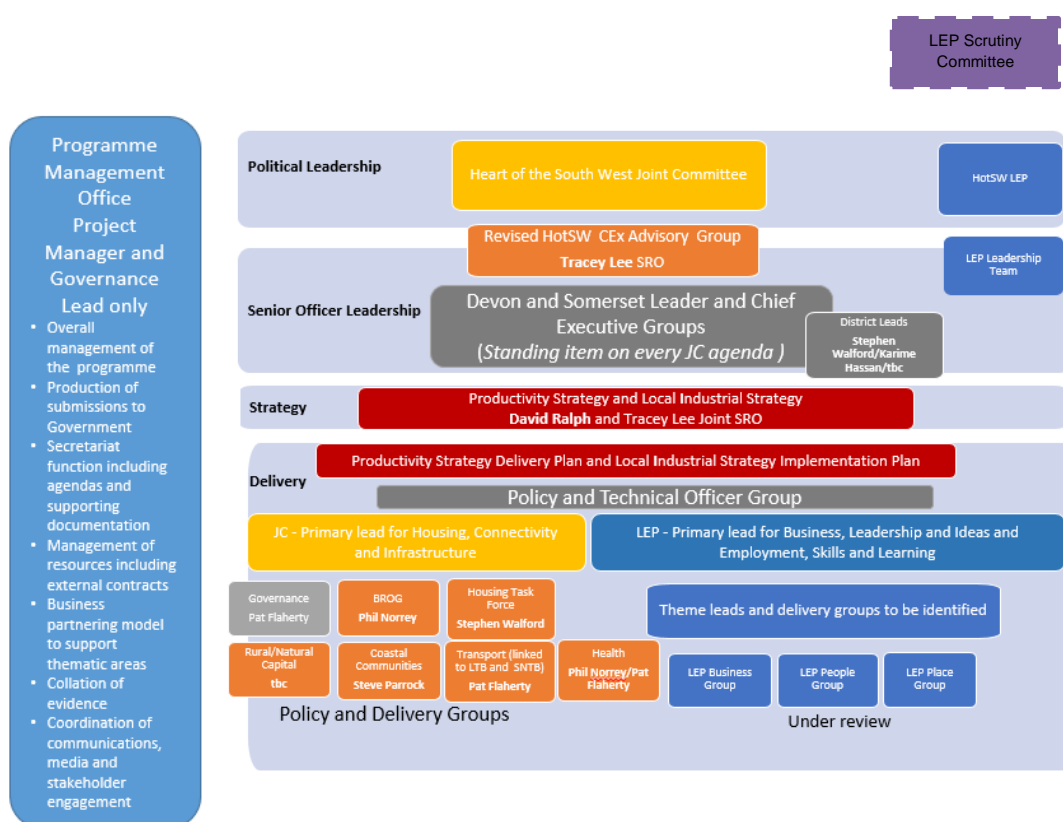
2.2 The principle of subsidiarity will apply to the relationship between the Joint Committee, the Constituent Authorities and local Sub-Regional Partnerships with decisions being made at the most local and appropriate level on all matters to do with the delivery of the Productivity Strategy and in relation to the other functions of the Joint Committee.

2.3 The Joint Committee shall:

- (a) Develop and agree the HotSW Productivity Plan in collaboration with the LEP.
- (b) Maintain oversight of the HotSW Delivery Plan = working alongside and in collaboration with the LEP using each other's strengths and roles to ensure delivery of the HotSW Productivity Strategy.
- (c) Continue discussions /negotiations with the Government and Government agencies to achieve direct intervention, support, funding and powers to the benefit of the HotSW and assist with the delivery of the Productivity Plan and the LIS, working with the LEP.
- (d) Continue discussions / negotiations with the Government / relevant agencies to secure delivery of the Government's strategic infrastructure commitments, eg, strategic road and rail transport improvements.
- (e) Design and deliver the strategic HotSW response to 'Government' offers and respond to Government calls for evidence if appropriate.

- (f) Design and deliver public sector reform where this will deliver improved productivity to the HotSW, eg health, education.
- (g) Deliver at scale (beyond what individual councils can achieve).
- (h) Work with the LEP to identify and deliver adjustments to the LEP's democratic accountability and to assist the organisation to comply with the revised (November 2016) LEP Assurance Framework. This includes endorsing the LEP's assurance framework on behalf of the Constituent Authorities as and when required. However, this is subject to the Framework being formally approved by the LEP's Administering Authority.
- (i) Ensure that adequate resources (including staff and funding) are allocated by the Constituent Authorities to enable the objectives in (a) to (e) above to be delivered.

HotSW Joint Committee Support Structure



Chief Executives' Executive Group Membership and Role

Theme/Role	Lead	Body
HotSW Leaders SRO	Tracey Lee	JC (PCC)
Productivity Strategy SRO	Tracey Lee/David Ralph	JC (PCC)/LEP
LIS SRO	David Ralph/Tracey Lee	LEP/JC (PCC)
BROG	Phil Norrey	JC (DCC)
Governance lead	Pat Flaherty	JC (SCC)
Housing lead	Stephen Walford	JC (MDDC)
Transport lead	Pat Flaherty	JC (SCC)
Coastal Communities lead	Steve Parrock	JC (TC)
District Council Leads X 3	Stephen Walford (Devon - Rural) Karime Hassan (Devon - City/Urban) Stuart Brown (Somerset)	JC (MDDC/ECC/MDC)
Rural/Natural Capital lead	Kevin Bishop	JC (DNP)
Health theme	Via Phil Norrey and Pat Flaherty in the short term	JC (DCC/SCC)

DARTMOOR NATIONAL PARK AUTHORITY

4 October 2019

**TREE PRESERVATION ORDERS, SECTION 211 NOTIFICATIONS
(WORKS TO TREES IN CONSERVATION AREAS)
AND HEDGEROW REMOVAL NOTICES
DETERMINED UNDER DELEGATED POWERS**

Report of the Trees and Landscape Officer

Recommendation: **That the decisions be noted.**

TPO APPLICATIONS

Teignbridge

Ref: 19/0018 5 Hawkmoor Park, Bovey Tracey SX 8013 8089

Application to fell a sycamore. The tree has a large cavity and a short life expectancy.

1. Five working days' notice to be given to the Authority prior to the commencement of approved works.
2. Replacement planting of one half standard native cherry tree within the crown spread of the original during the first season following felling.

South Hams

Ref: 19/0021 Bittaford Wood Caravan Park SX 6670 5666

Application to fell three conifer trees and one oak tree. The trees are in very poor condition.

1. Five working days' notice to be given to the Authority prior to the commencement of approved works.
2. Replacement planting of four half standard oak trees within the crown spread of the original during the first season following felling.

SECTION 211 NOTICES

Teignbridge

Ref: 19/0023 Sands School, Ashburton SX 7586 6998

Notification to fell a birch tree. The felling is required to create a disabled access into the school grounds.

A Tree Preservation Order has not been made.

Ref: 19/0024 12 St Lawrence Lane, Ashburton SX 7565 6983

Notification to prune a pittosporum and a hawthorn. The works are required to prevent the trees from damaging adjacent buildings.

A Tree Preservation Order has not been made.

Ref: 19/0025 Newcause, Buckfastleigh SX 7358 6610

Notification to reduce an oak tree. The tree is growing in a small garden and will dominate the garden and property if not reduced.

A Tree Preservation Order has not been made.

West Devon

Ref: 19/0019 The Coach House, Lydford SX 5101 8474

Notification to fell a sycamore tree. The Parish Council does not support protecting the tree with a Tree Preservation Order.

A Tree Preservation Order has not been made.

Ref: 19/0020 Box Cottage, Mary Tavy SX 5074 7902

Notification to fell a eucalyptus tree. The tree is in very poor condition.

A Tree Preservation Order has not been made.

Ref: 19/0022 Coppermine, South Zeal SX 6498 9308

Notification to thin a small copse of broadleaved trees. The works follow good silvicultural practice and will improve the form of the retained trees.

A Tree Preservation Order has not been made.

BRIAN BEASLEY