

Minutes of Special Meeting of Tipperary Local Community and Development Committee held on Monday 4th July, 2016 at Littleton Community Centre, Thurles.

Present:

Public Sector: Cllr. John Carroll, Cllr. Joe Hannigan,
Cllr. Mary Hanna Hourigan, Rita Guinan

Private Sector: Isabel Cambie, Michael Murray, Sara Bourke, Tim Cullinane.
Charles Stanley-Smith, Clare Cashman, Catherine Guest, Cora Horgan, John O'Shaughnessy, Carmel Mc Cormack.

Apologies: -

Public Sector: Eileen Condon, Angela Joy, Adrian Cunneen, Joe MacGrath,
Donal Mullane,

In Attendance: Sinéad Carr, Breda O'Connor, Attracta Lyons.

1.	<p>Approval of Draft Agenda</p> <p>The Chairperson welcomed the members to this Special LCDC meeting to discuss the approval of the Leader Funding Agreement and declared the meeting open. Apologies were noted and A. Lyons advised that public sector members Donal Mullane and Eileen Condon had submitted a written decision in relation to the contract. The Members agreed the draft agenda.</p>
2.	<p>Confirmation of Minutes of Tipperary LCDC meeting held on 20th June, 2016.</p> <p>Attracta Lyons advised that as this meeting was called to deal with urgent business – namely to reach a decision on the LEADER Programme 2014 - 2020 Funding Agreement issued by the Department on the 22nd June. Under TLCDC Standing Orders it is considered a special meeting and therefore can only deal with this urgent item. It was noted and agreed that the minutes of 20th June meeting would be considered at the scheduled monthly meeting of TLCDC on 18th July, 2016.</p>
3.	<p>Inform on Meeting and Purpose & Procedure – A. Lyons</p> <p>Attracta Lyons referred to Circular 02/2016 on Leader Programme implementation which was circulated by e-mail to Members on 21st June and the Letter of Offer to the Chair of the LCDC from the Department which was circulated to members on the 23rd June and outlined the details contained in same as follows:-</p> <p>Transfer of Function:- From the 9th June, the responsibility for the LEADER Programme became the function of the Minister for Arts, Heritage and the Gaeltacht.</p> <p>Operating Rules: - The final draft of the Operating Rules has been circulated - however Article 48 project checklist and the Heritage element of the Operating</p>

Rules have to be added to same. The consolidated version of the Operating Rules which will include these elements will be made available by the Department upon the launch of the LEADER Programme on the 8th July.

Funding Agreement: - It was noted that 18 Local Development Strategies have now been approved and the transitional funding for LAGs from the 2007- 2013 Programme will cease in each area as funding agreements for the 2014- 2020 Programme are issued. The Letter of Offer and the Circular both stipulate that transitional funding to Local Development Companies will cease at the end of July 2016 where the funding agreement is signed by the 8th July. At this stage Local Authorities as Financial partners will be required to commence advance payments to Local Development Companies/Implementation Partners. Where Local Action Groups do not sign the funding agreement transitional funding will cease immediately by the stipulated date contained in the Letter of Offer. The funding contract has been issued in conjunction with the Operating Rules.

LEADER Launch Event & Signing of Agreement:- The Minister for Arts, Heritage and Gaeltacht will officially launch the LEADER 2014-2020 Programme on 8th July, 2016 in Virginia, Co. Cavan.

LEADER IT System: - Pobal are managing the design and the implementation of the new LEADER IT System. This IT system will be rolled out on a phased basis. Phase 1 will allow for the input of Expression of Interest and the submission of monthly expenditure returns. Information and details on training and access to the site will be issued separately by Pobal.

Small consultative groups consisting of representatives from the Local Action Groups will be set up to provide feedback on IT system and other policy and implementation issues as the need arises.

Procedure for Meeting:-

Ms. Lyons then confirmed that in relation to LAG decision making under the Local Development Strategy:

- The required meeting quorum of 10 members must be reached.
- A minimum of 60% of the LCDC (LAG) members (rounded to nearest person) are required to make a decision - this requirement applies to decisions validated by the LAG membership after all relevant conflict of interest issues have been addressed. This may include written decisions - as outlined in the Operating Rules, it is agreed that decision making will be supported by written decision making procedure that allows for flexibility and makes it easier to meet the 60% requirement.
- At least 51% of those voting on a decision are non public sector partners
- Decision by majority is required.

With regard to this Special meeting; Ms. Lyons confirmed that the quorum has been met and the meeting is in a position to meet requirements for the decision-making procedure as outlined. As advised at the outset of the meeting it was noted that Adrian Cunneen and Eileen Condon, Public Sectors members, had submitted a written decision.

4.	<p>Conflict of Interest:-</p> <p>Ms. Lyons advised that Conflict of interest would be an agenda item for all meetings relating to LAG business in line with Operating Rules. She had contacted the Department with regard to Conflict of Interest in relation to the business of this Special Meeting. The Department had advised that they did not consider that conflict of Interest applied in this instance – the decision to proceed with signing of the contract was a decision for all members of the LAG.</p>
5.	<p>To Discuss and Decide on LEADER 2020 Agreement:-</p> <p>Attracta Lyons advised that an amended version of the Funding Agreement received from the Department which was issued by the Department on the evening of Friday 1st July, has been circulated to the members at the meeting. Ms. Lyons outlined the amendments in the Funding Agreement which related to the sections 3.2, 3.3, and 3.7 noting that as outlined in the agreement that 'The Group' refers to the Local Action Group (LAG). She explained that the LAG function applies to LCDC responsibility in relation to the Local Development Strategy and implementation of the LEADER Programme. She also advised that the Local Government Management Services Board(LGMA) had reviewed the Funding Agreement on behalf of Local Authorities.</p> <p>In terms of LCDC responsibilities, she also referred to previous discussions re. the LCDC being a committee of the LA and what this entailed. As a committee of the LA the LCDC has separate specific powers and functions. However, members of the LCDC are indemnified by the LA as long as they are not negligent in carrying out their duties. Also, the LCDC does not have the power to sue or be sued and therefore in such a case the local authority will take the action or defend the action on behalf of the LCDC. In response to a query from I. Cambie re. status of IP members on the LCDC S. Carr clarified that they as individuals were covered as LCDC members and their companies were required to have their own insurance as LAG partners.</p> <p>She clarified that the Agreement was between the Department of Arts, Heritage & the Gaeltacht (DAHG) – the delegated Paying Agency functions for LEADER element of the Rural Development Programme 2014 - 2020 by the Department of Agriculture – and the TLCDC, NTLP, STDC and TCC in relation to LEADER. Ms. Lyons further advised on the context of the Agreement as per items A – J on pages 1-3 of the Agreement. She then proceeded to go through key items of the contract by section as follows: Term; Obligations of the Group; Accounts and Records; Administration/Animation and Project Expenditure; Acknowledgement and Publicity; Monitoring & Reporting; Reimbursement or Withholding of Public Funds; Taxation; Insurances, Indemnity and Liability; Termination & Suspension; freedom of Information; Warranties; Conflict of Interest and Governing Law; and Signatories. In particular she highlighted and the following:</p> <p>3.2 The Group agrees that the Implementing Partner shall be responsible for delivery of the LEADER Programme on behalf of the Group at local level through animation activities, managing calls for proposals, processing applications, assisting applicants with regard to procurement and other aspects of the</p>

application process, reporting on projects, developing projects and other activities as agreed by Service Level Agreement or otherwise between the Group, the Lead Financial Partner and the Implementing Partner(s).

The Group's procedures for monitoring and reviewing the performance of the Implementing Partner(s), and the procedure for the termination of the role of the Implementing Partner(s) as referred to in Section 5.2 of the LEADER Operating Rules shall be agreed by Service Level Agreement or otherwise between the Group, Lead Financial Partner and Implementing Partner(s).

The Group undertakes not to change the Implementing Partner(s) without the prior written approval of the Minister.

3.3 The Group agrees that the Lead Financial Partner shall be responsible for the overall administrative and financial management of the Group as agreed by Service Level Agreement or otherwise between the Group, the Lead Financial Partner and the Implementing Partner(s): -

- (a) providing advance administration and Animation funding to the Implementing Partner(s) to support the activity of the group
- (b) verifying and approving project payment claims, and making payments to promoters on behalf of the group within the timeframe set out by the Department;
- (c) collating all running cost payments into one composite return to the Department;
- (d) undertaking the Administrative Checks referred to in clause 3.10, in the event and subject to, as provided for in clause 3.10, legislation being enacted delegating the carrying out of the said administrative checks to the LAG;
- (e) verifying and approving all expense claims;
- (f) submitting claims to the Department and requesting drawdown of monies from the Department

The Group's procedures for monitoring and reviewing the performance of the Lead Financial Partner shall be agreed by Service Level Agreement or otherwise between the Group, Lead Financial Partner and Implementing Partner(s).

3.5 All expenditure under the LDS shall be completed within the term of the agreement which is on or before 31st December 2020.

3.7 The Group undertakes not to sub-contract or delegate any of its function or elements of the implementation of the Local Development Strategy to any other person or group other than the Partner(s) identified in the Local Development Strategy without prior express written agreement of the Minister.

3.8 Ms. Lyons explained the Article 48 Checking process would be undertaken by Pobal on behalf of the Minister until, and if, legislation is enacted to delegate this function to the LAG.

3.9 Announced, unannounced and ex post 'On the Spot' checks are a feature of the programme.

3.13 The Group shall not aid any project, or any part of a project, which is in receipt of aid from Exchequer or other EU funded sources. This does not preclude aid for projects for which public matching funding is made towards the cost of the project in accordance with the terms outlined in the Operating Rules.

Ms. Lyons advised that in the absence of a national agreement the Local Enterprise Office and the two Local Development Companies are developing a Draft Sectoral Agreement relating to working arrangements for their respective functions at county level. It is intended to bring this draft document to the next meeting for consideration. This local agreement will apply until a national agreement is put in place.

3.14 The Group undertakes to comply with all provisions and requirements of the Operating Rules and other guidance issued by the Minister from time to time in relation to the operation of Groups funded by the Minister, including the contribution to staff costs and other matters.

Ms. Lyons confirmed that the Staffing/Equipment and other relevant issues will be included in the Draft Service Level Agreement and it is intended that the Service Level Agreement will be listed as an agenda item at the 18th July LCDC meeting.

3.19 The onus of verifying all consents, permissions, licences etc., including planning permission consent to entry on, or interference with land, other property or the right of any other person or persons, shall rest with the Group.

3.20 The Group undertakes to have comprehensive procedure manuals in place as prescribed in and in accordance with the Operating Rules, and agreed with both the Lead Financial Partner and the Implementing Partner.

4.1 The Group and specifically its' Financial Partner, shall open and maintain a separate bank account or job code into which all contributions or advances of Public Funds by the Minister to the Group under the agreement shall be paid and all such payment shall be held in trust for the Minister until such time as they are expended by the Group on eligible expenditure

Groups are not permitted to transfer monies between this account or job code and the Group's other bank account or job code, except as expressly agreed in writing by the Minister.

The Implementing Partner(s) must also open and maintain separate bank account or job code into which all contributions or advances of Public Funds to the Group under this Agreement shall be paid.

4.2 This Agreement is subject to the outcomes of the monitoring and evaluation of LEADER and Ireland's Rural Development Programme undertaken by European Commission.

4.3 Total allocation is up to a maximum amount totaling €10,103,433.28 (less preparatory support funding for the development of the LDS which amounted to €18, 511.38. The total amount awarded representing the contribution by way of

Public Funds to the implementation of the Local Development Strategy shall be made by the Minister and shall be used solely for the purpose of implementing the elements of the LDS.

4.3.1 At the request of the Minister, the Group shall draw up and submit to the Minister an expenditure profile.

4.3.2 Ms. Lyons advised on need for allocation of minimum of 40% of the project budget on projects under Time Limited Calls for Applications annually and over the life of the Programme. Otherwise penalties would be invoked. She also advised that in the case of Co. Tipperary LDS it was agreed to allocate 50% of project budget on these calls.

4.3.5 6% of the total allocation awarded and included in the LDS is also subject to the outcome of the Performance Review of the Rural Development Programme to be undertaken by the European Commission in 2019. The allocation may be reduced based on the outcome of this Performance Review.

4.4 This Group may not modify the Financial Plan of the LDS in line with Contract Agreement, without the prior written approval of the Minister and no such modifications will be considered in advance of 6 months from the date of signing this Agreement

5.1 Separate payments will issue to the Group in respect of Administration & Animation and project expenditure following completion of the Article 48 Administrative Checks.

As advised at previous meetings the Financial Partner will provide advance funding, on an ongoing basis throughout the duration of this Agreement, to meet the Administration and Animation expenditure of the Implementing Partners(s). At the end of each month, the Group will be reimbursed for the amount of eligible expenditure incurred in that month as verified through the administrative checking process. TCC has already put the required LEADER Guarantee in place and appropriate Job Codes have set up etc.

5.4 The Group undertakes to report all expenditure through the Department's electronic Rural Development Programme system.

6.1 The Group shall acknowledge the support of the Minister and the EU for the implementation of its Local Development Strategy in all its public announcements and advertising.

7.1 Responsibility for making decisions on the implementation of the Local Development Strategy, including disbursement of funds and selection of projects for funding, and for management of the Public Funds, shall lie within the Group. These decisions can only be taken by the Group in accordance with the Operating Rules.

7.5 The Group shall provide all information and documentation requested by or on behalf of the Monitoring Committee established by the EU or the Department of

Agriculture, Food and the Marine (Managing Authority) to monitor the progress of the Programme.

7.6 There will be a requirement for annual reports from 2017.

8.1 Aid paid out by the Group which does not comply with the provisions of this Agreement, particularly but not exclusively to the requirement of the relevant EU Regulations and Operating Rules, shall be recovered by the Group from any recipient of aid. Before allocating aid, the Group shall ensure that each recipient has been informed of their obligations and the requirement to recover funding that is not in compliance with this Agreement.

9.1 -The Group shall keep its tax affairs in order and agrees to provide evidence of conformity with tax clearance requirements before any funding can be provided.

10. With regard to the requirement for insurance Ms.Lyons referred to explanation at outset of meeting re. LCDC being committee of LA and therefore is insured under same.

11.1 If the Group fails to comply with any of the conditions of this Agreement, the Minister may require the Group to do so within seven days and if after such notice, the Group fails to comply, the Agreement may be deemed to be terminated, suspended or modified on service of notice to that effect by the Minister. In that event, all or such portion of the Public Funds, as the Minister may determine, paid or to be paid to the Group shall be reimbursed to or withheld by the Minister.

12. This Agreement shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any party to make or enter any commitments for or on behalf of the other party.

13. & 14 The Group, including the Implementing Partner(s) and Lead Financial Partner, agrees to comply with Data Protection Acts and Freedom of Information.

15. Shall comply with the requirements of the Health & Safety at Work Act 1996

16. The Group also undertakes and agrees that it shall keep in place adequate procedures for dealing with conflicts of interests

The following comments were raised by the Members:-

- Timeframe to consider and agree on the Funding Agreement is unacceptable and the LAG should have been given sufficient time to consider the Funding Agreement
- Has the Evaluation Structure being agreed?
- What is a LAG; (Local Action Group)?
- Cessation of transitional funding to Implementation partners if the Agreement is not signed on the 8th July is also unacceptable
- Can the requirement for a 40% budget allocation to Time Limited Calls be negotiated with the Department?
- Difficult to consider a local protocol/agreement between LAG/LEO when there is no direction being given at national level

- What insurance cover is available to the LCDC Members?
- More time needs to be provided to the Members, particularly the PPN reps when they have to be prepared and briefed when informing their PPN constituents.
- Concern was expressed around the Heritage Guidelines being added to the Operating Guidelines.
- Any major IR/HR issues that the LAG should be aware of?

Sinéad Carr, Chief Officer, replied to the comments raised as follows:-

Evaluation Committees– In relation to the evaluation structure significant work has been undertaken with the Local Development Companies, it is proposed to have two evaluation committees based on geographic basis. The detail of the evaluation committee structure will be detailed in the Draft Service Level Agreement which will be issued to the members for their consideration and approval at the next meeting.

The timeframe has been reduced in relation to this programme from six years to four and half years, the preference of course would be to have had six years to implement. The Chief Officer guaranteed the funding will certainly be committed over the County.

The Time Limited Calls will have a strategic focus for the County and where Communities don't have the capacity to source funding this programme will give them an opportunity to secure funding.

In the absence of a national draft protocol between the LAG(specifically the IPs) and the Local Enterprise Office a draft protocol is being prepared which will operate in line the with Operating Rules. This will stay in place until a direction on a national agreement is given at national level.

Ms. Carr confirmed that the LCDC as local authority committee members are indemnified by the local authority through Irish Public Bodies in respect of all actions taken in the performance of LCDC function.

Under the LEADER Programme - Local Action Groups (LAGs) are made up of public and private partners from the rural territory, and must include representatives from different socio-economic sectors. The LAG receives financial assistance to implement local development strategies, by awarding grants to local projects.

It was agreed that Michael Moroney, Administrative Officer, Community & Economic Development Officer would arrange to meet the two new Members of the Committee to brief them on the LCDC position.

Attracta Lyons advised that prior to any decision a resolution authorizing the Chairperson to sign documents on behalf of TLCDC would need to be in situ. She read out a draft resolution to this effect as follows:

At a meeting of Tipperary Local Community Development Committee held on Monday 4th July:-

It was proposed by:

	<p>And seconded by: _____</p> <p>RESOLVED: that the Chairperson of Tipperary Local Community Development Committee (TLCDC) is authorised to sign documents on behalf of Tipperary Local Community Development Committee as relevant in its capacity as a Local Action Group responsible for the implementation of the Co. Tipperary Local Development Strategy and management of the LEADER 2014 - 2020 Programme Co. Tipperary.</p> <p>It was agreed to add "following decision of TLCDC" to the above.</p> <p>The decision of the group was to proceed with signing the Funding Agreement and this was proposed by Sara Bourke and seconded by Cllr. Mary Hanna Hourigan.</p> <p>Michael Murray raised a query on behalf of North Tipperary Leader Partnership Board in relation to point (s) no. 3.13 and 4.4 of the funding agreement. It was agreed to refer these queries with relevant Department Officials. This was noted.</p>
6.	<p>AOB</p> <p>It was noted that the following items will be raised at the 18th July meeting –</p> <p>SICAP Mid-Term Review LDS Service Level Agreement LEO/LDS Agreement Draft Publicity Call on LDS Comment on EOI/Application Forms.</p> <p>The Chairman thanked Attracta Lyons and Sinead Carr for the updates and information and also thanked the members for their contribution to the meeting.</p>
7.	<p>Date of Next Meeting</p> <p>It was agreed that the next meeting will take place at 10.00 a.m. on Monday 18th July 2016, in Littleton Community Centre, Thurles.</p>

Signed/



Charles Stanley Smith,
Chair,
Tipperary Local Community Development Committee

Date/ 18th July, 2016