

**BLACKDOWN HILLS RURAL PARTNERSHIP
MEMORANDUM OF AGREEMENT 2005-2011**

Original document revised January 2005

1. This Memorandum of Agreement is made between Devon County Council, Somerset County Council, East Devon District Council, Mid Devon District Council, South Somerset District Council, Taunton Deane Borough Council and the Countryside Agency (hereinafter referred to as the Core Funding Partners) in respect of the Blackdown Hills Rural Partnership (hereinafter referred to as BHRP).
2. Set out below are details of the arrangements whereby the funding partners are prepared to make financial contributions towards the costs of the BHRP. This agreement identifies the managerial structure, staffing and finance for the BHRP. This structure will enable the delivery of the duties and obligations for the management of the Blackdown Hills Area of Outstanding Natural Beauty (AONB) as set out in Part IV of the Countryside and Rights of Way (CRoW) Act 2000. The Core Funding Partners have invested in BHRP the responsibility for reviewing the Blackdown Hills Plan (AONB Management Plan) which was published in March 2004.
3. This agreement was originally drawn up in March 2002 and has been reviewed and rolled forward at the mid point over the winter of 2004/5. This agreement runs from 1st April 2005 to 31st March 2011 and will replace all previous agreements. There will be a further review in March 2008.

DESCRIPTION OF THE PROJECT

4. The Funding Partners adopted the Blackdown Hills Plan (2004-09) in March 2004, which is both a Management Plan for the AONB and a Community Strategy. It sets out priorities for environmental, community and economic initiatives that seek to conserve and enhance the special characteristics of the Blackdown Hills AONB and support the communities that live within and around the AONB.
5. The BHRP works to a rolling annual **Business Plan** (see annexe) which is reviewed each year and describes how it will achieve its stated mission. The BHRP mission statement is:

To safeguard the distinctive landscape, wildlife, historical and architectural character of the Blackdown Hills whilst fostering the social and economic well being of its people.

6. In pursuit of this mission BHRP works to the five key aims identified in the Plan:
 - To recognise, understand and enhance the diversity and distinctiveness of the nationally important landscape resources of the Blackdown Hills AONB.
 - For the land and natural environment to be actively managed, appreciated and understood for its contribution to the landscape character and distinctiveness of the Blackdown Hills AONB

- ❑ To have flourishing and cohesive communities with access for all to a range of services and facilities
 - ❑ To have a thriving local economy with jobs for local people, that makes wise use of local resources, benefits the community and conserves and enhances the landscape and environment.
 - ❑ To ensure that all necessary new development enhances the landscape, reflecting the strong rural vernacular and contributing to the social, economic and environmental well-being of the Blackdown Hills.
7. The Business Plan translates the principles and policies set out in the Blackdown Hills Plan 2004-09 into actions and activities that are realistic, achievable, measurable and time framed. Through implementation of the Blackdown Hills Plan and the Business Plan BHRP delivers the core functions of AONB management as set out by the Countryside Agency (2005).
 8. The BHRP Business Plan presents detailed actions and costings on a year by year basis. BHRP will undertake annual reviews of the plan and roll forward actions and activities in time for the start of each new financial year.
 9. The BHRP produced a **Development Plan** specifically for the Core Funding Partners. The Development Plan set out the 'Added Value' that the BHRP will bring to the management of the Blackdown Hills AONB during the six year period covered by the original agreement. The Development Plan shows how the additional resources that have resulted from the CRoW Act 2000 will be spent improving the management of the Blackdown Hills AONB.

MANAGEMENT FRAMEWORK

10. The current management framework of the BHRP is the result of a fundamental review of the activities facilitated by Community Enterprise Ltd in 2000/2001 and the review carried out by the Governance Working Group in summer 2004. The BHRP operates on four levels:
 - ❑ A **Management Group** to oversee implementation of the BHRP Business Plan. It is the voice and decision making body of the BHRP
 - ❑ A **Core Funders Group** to advise on budgets and staffing matters
 - ❑ A **Partnership Forum** to ensure effective co-ordination of public, private and voluntary bodies
 - ❑ An **Annual Community Conference** to ensure community ownership
11. The BHRP management framework sets out to deliver the core functions of AONB management:
 - ❑ Enable the exchange of information and ideas
 - ❑ Promote and champion the vision and aims of the Blackdown Hills AONB
 - ❑ Enable the agreement of common policy and strategies ensure implementation of the current and future management plans by enabling and delivering action
 - ❑ Influence and assist work within the Blackdown Hills AONB

- ❑ Enable work undertaken in the Blackdown Hills AONB to be monitored and evaluated
- ❑ Encourage and recruit wide political and financial support for management measures
- ❑ Encourage and develop community involvement in the management of the Blackdown Hills AONB.

In addition the BHRP will deliver and report against the core functions of an AONB staff unit as described in the Countryside Agency's annual grant offer: -

- a) Developing reviewing, preparing and publishing the AONB vision and the CRoW Act AONB Management Plan.
- b) Promoting the AONB vision and management plan to help distinguish the AONB from adjacent countryside.
- c) Advising upon, facilitating and co-ordinating implementation by others of the Management Plan.
- d) Advising Local Authorities on their activities within AONBs, to encourage them to go beyond normal levels of service (attain the highest possible standards) in countryside management.
- e) Monitoring and reporting on progress against AONB Management Plan targets.
- f) Monitoring AONB landscape condition.
- h) Working with and contributing to the NAAONB activities, sharing advice and best practice nationally and regionally.
- i) Providing a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB partnership and other partners at a local and strategic level.
- j) Developing an involvement by the community in the management of the AONB.
- k) Providing landscape related planning advice.

BHRP Management Group

12. Up to 18 representatives nominated by Forum members shall be elected by the Partnership Forum to serve on the BHRP Management Group for a period of 2 years. In electing the BHRP Management Group, the Forum will seek to ensure the broadest possible representation of BHRP interests. No more than 50% of members should be drawn from the public sector. Each of the seven core funders is entitled to be represented on the Management Group.
13. The Management Group will elect the Chair and Vice Chair at their September meeting and the posts will be held for 2 years. The role of the Chair will be to act as a figurehead and champion for the AONB and the BHRP and to chair meetings at all levels of the BHRP. The Management Group meets four times per year and steers the implementation of the BHRP Business Plan consistent with delivery of the

statutory duties and requirements for AONBs as set out in Part IV of the CRow Act 2000.

14. The Management Group will agree an updated Business Plan on an annual basis (usually December each year). Project staff must submit a written review of Business Plan implementation to the Management Group on an annual basis.
15. The BHRP Management Group is the main decision-making body of the Partnership setting out policy and priority for the work of the BHRP. It will act in an advisory and consultative capacity to the Core Funding Partners after taking advice from the Forum, Community Conference and working and co-ordination groups - in the spirit of the Partnership, the Management Group expects the Core Funding Partners to respect fully its decisions and recommendations.
16. The overall budget and broad work programme of the BHRP will be approved by the Core Funders but the detailed expenditure will be overseen by the Management Group through the Business Plan. Day to day management of the budget will be the responsibility of the AONB Manager with the support of the Host Authority. Quarterly financial statements will be submitted to the Management Group, Funders Group and the Countryside Agency.
17. The Management Group can invite any member of BHRP to attend meetings should it be deemed appropriate to call on a particular specialism or involve a particular organisation.
18. The Management Group can establish groups to deliver defined pieces of work or undertake particular research. Co-ordination Groups will be established to bring together and co-ordinate specific expertise and interests around the implementation of the Blackdown Hills Plan 2004-09. Current examples include Heritage, Planning and Young People co-ordination groups. Working groups will meet to progress topic-specific actions as required, for example Otterhead Estate and Branding.
19. The membership of the co-ordination and working groups is by invitation but open for review. The actions of each Group will be reported to the BHRP Management Group on a regular basis. Additional Groups will be established and disbanded as needed.

Core Funders Group

20. Each Core Funding Partner can nominate one Member and one Officer to sit on the Core Funders Group. The Core Funders Group will meet up to four times a year to:
 - Recommend budgets to the Management Group
 - Recommend changes in staffing or resource levels to the Management Group
 - Endorse BHRP Business Plan and Management Group minutes
 - Recommend policy and budget changes
 - Bring issues for debate to the attention of the Management Group.
21. The Core Funders Group will be considered quorate when one representative is present from 5 of the 7 Core Funding Partners.
22. Each Core Funding Partner will nominate a lead officer to support the work of the BHRP and serve as a link from the BHRP to Members and Officers of the Core Funding Authority or Agency.

Partnership Forum

23. The Partnership Forum was established in November 2000 as part of the BHRP review of management structures. Currently 40 agencies and organisations are members of the BHRP. This membership will be expanded during 2005 with all the parish councils being invited to join along with a range of community focused groups and organisations. Organisations with an AONB wide interest can apply to become members of the Partnership Forum and requests will be considered by the Management Group.
24. The Partnership Forum brings together agencies and organisations with an AONB-wide interest to co-ordinate and prioritises activities around the implementation of the Blackdown Hills Management Strategy. The meeting is held in November each year and will:
 - Elect 50% of the non funding partners to the Management Group each year.
 - Receive an annual report including accounts of the BHRP
 - Allow members to influence the Business Plan for the coming financial year.
25. All meetings of the Partnership Forum will be open to the press and public. This will allow the public to raise an item at the Partnership Forum meeting. Such items must be presented to the BHRP staff 3 weeks before the date of the Partnership Forum meeting and an appropriate item will be put on the agenda (e.g. 15 minutes question time, with a maximum of one question per person and the BHRP Management Group committed to reply within 3 weeks).
26. The full Partnership Forum will be considered quorate when eight members (or organisations) are present.
27. Where an item on the agenda is of overriding importance to an organisation or individual not normally represented, they may be invited to attend for that item at the discretion of the Chair.
28. With regard to press and publicity only the Chair or Vice Chair of the AONB Partnership, the AONB Manager, or any person with their specific authorisation, can speak on behalf of the BHRP.
29. The Chair and Vice Chair of the BHRP Management Group will be the Chair and Vice Chair of the Forum meeting.

Community Conference

30. Held annually the conference is open to all individuals and groups living and working in the Blackdown Hills. It is publicised widely. The conference is an opportunity for information exchange and discussion about issues concerning the environmental and economic well being of the AONB. A mix of exhibition and workshop the event has proved popular with attendance averaging 80 delegates per year. The conference draws up priorities for action and suggests appropriate initiatives for implementation by the BHRP.

BHRP STAFFING

31. BHRP core staff currently comprise the following:
 - AONB Manager
 - AONB Projects Co-ordinator
 - Community Planning Officer
 - Administration and Information Officer
32. The job descriptions for all posts are included as annexes to this MoA.
33. In addition to their duties related to BHRP core staff will be expected to co-operate as required in the development of protected landscapes regionally and nationally by, for example:
 - occasional attendance at seminars and fora;
 - involvement in training; or
 - preparing reports of techniques developed by the BHRP for dissemination elsewhere.
34. BHRP staff will have powers to implement a range of small scale management tasks in line with the financial regulations of Devon County Council (hereafter known as the Host Authority). Guidance as to the tasks which may be undertaken under this provision will be agreed by the Management Group and given to the project officer(s) in writing.

ADMINISTRATIVE ARRANGEMENTS

35. The Host Authority employs staff on behalf of BHRP. Employment terms and conditions are set by the Host Authority and should be comparable to other local authority staff involved in Protected Area management.
36. All BHRP staff vacancies will be advertised, the wording of the advertisement to be agreed between BHRP, the Host Authority and the Countryside Agency and in accordance with the Host Authority's Equal Opportunities Policy. BHRP, Host Authority and the Countryside Agency or other appropriate Core Funding Partner(s) will be represented on interview panels.
37. As employer of all BHRP staff the Host Authority will:
 - Provide full employment services, including recruitment.
 - Provide appropriate accommodation and support, technical and professional services as necessary.
 - Administer travel costs at the standard local authority rate.
38. The AONB Manager will be line managed by a senior officer of the Host Authority (at present Richard Butler, Countryside Manager, Environment Directorate). All other staff of BHRP will be line managed by the AONB Manager. All staff will work to the annual Business Plan agreed and monitored by the BHRP Management Group. The functional responsibility for the Local Products Strategy rests with the Regeneration and Economy Directorate of the Host Authority as the nominated Accountable Body.

FINANCIAL ARRANGEMENTS

39. The Host Authority will meet the costs of the BHRP in the first instance and is responsible for the exercise of proper financial control and for collecting contributions from other Core Funding Partners. Eligible core costs include:
- ❑ Advertising for vacant posts including other recruitment costs, travel and subsistence costs incurred by interview candidates.
 - ❑ Accommodation (office rents and rates), IT, office equipment, insurance, health and safety.
 - ❑ Staff salaries, employer's national insurance, super-annuation contributions and payment in respect of absence through sickness in accordance with the Host Authority's conditions of service.
 - ❑ Pay awards and inflationary increases.
 - ❑ Maternity pay.
 - ❑ External training.
 - ❑ Travel and subsistence expenses.
 - ❑ BHRP budget to be used for necessary external costs e.g. specialist advice, research, public relations, publications, and events.
 - ❑ External costs associated with the production of the AONB Management Plan.
 - ❑ Public and employers liability premiums and payments in the event of injury at work.
 - ❑ Any statutory redundancy payment due to a post holder employed by the Employing Authority exclusively to work for the Partnership and where the post holder's entitlement to the said payment arises as a result of the termination of this agreement by the Countryside Agency and/or withdrawal or cessation of grant aid by the Countryside Agency to the BHRP.
40. These costs will be eligible for grant aid from the Countryside Agency at a maximum of 75% of the actual costs. A bid for funding from the Countryside Agency will be submitted by the Host Authority on behalf of the BHRP by 31st December each year. The bid will comprise a completed application form supported by the Business Plan for the bid year. The Countryside Agency will make a formal offer of grant to the Host Authority by 31st March each year.
41. In addition financial contributions will be made to BHRP project costs by the Core Funding Partners at varying rates, and will be made by a variety of other sponsors and organisations. Any bids to the Countryside Agency for project funding will be submitted by 28th February. The Countryside Agency will make a formal offer of grant to the Host Authority by 30th April.
42. In addition the Host Authority will be the Accountable Body to GO-SW / DEFRA for the BHRP Local Products Strategy – see the LPS Terms of Reference.
43. The grant from the Countryside Agency will be claimed by the Host Authority using the standard form certified by the Principal Finance Officer. An interim claim will be made by 31st January each year and a final claim by 31st May each year. An Annual Report produced by BHRP will support the final claim.
44. Any person authorised by the Countryside Agency on their behalf shall be entitled at all reasonable times to examine the progress of the service or to inspect any relevant books, records, documents or audited accounts.

45. Each of the Core Funding Partners (with the exception of the Countryside Agency) shall indemnify the Host Authority to the extent to their respective percentage contributions for the relevant financial year in respect of:
- All losses, costs and expenses which are the result or consequence of any act or default (whether unlawful or otherwise) on the part of any employee of the Host Authority working for BHRP including but not limited to legal costs fees and expenses and any excess sums which may be applied to any policy of insurance held by the Host Authority.
 - Any payments legally due to any employee of the Host Authority working for BHRP upon termination of employment including but not limited to statutory or contractual notice payments and/or redundancy payments pursuant to the Employment Rights Act 1996 insofar as these are not met by grant aid from the Countryside Agency under clause 40, above.
 - All losses, costs and expenses in relation to any claim or complaint by any employee of the Host Authority working for BHRP relating to their employment or the termination thereof, including but not limited to claims under the Employment Rights Act 1996, the Sex Discrimination Act 1975; the Race Relations Act 1976; the Trade Union and Labour Relations (Consolidation) Act 1992; the Disability Discrimination Act 1995; the Equal Pay Act 1970; the Human Rights Act 1998; Article 141 of the Treaty of Rome; the Race Relations (Amendment) Act 2000; the Public Interest Disclosure Act 1998 and/or any other claims at common law or under statute, regulations, European law or otherwise. For the avoidance of doubt this includes, but is not limited to costs of litigation, any award of costs and any settlement, damages or award to any such employee in relation to their employment or the termination thereof.
 - All losses costs and expenses in relation to public and employers liability premiums and payments in the event of personal injury/injury at work/industrial injury of employees of the Host Authority working for BHRP, insofar as these are not met by policies of insurance held by the Host Authority and/or grant aid from the Countryside Agency under clause 40, above.
 - The above is provided that the Core Funding Partners shall not be liable to indemnify the Host Authority in respect of any losses, costs or expenses as set out in this clause where such loss, cost or expense arises as a consequence of the unlawful or negligent activities of an employee of the Host Authority not working for the BHRP.
46. The financial contributions made by the Local Authority Funding Partners towards the BHRP costs shall not fall below the absolute contributions (inflation linked) made in the financial year 2002-03 (namely £10,000). Any increase above this level of commitment is subject to prior approval by the Core Funding Partners.

INSURANCE AND TERMINATION

47. A partner may terminate their participation in this agreement by giving not less than 1 year's written notice, expiring on 31st March in any year, which sets out the reasons

for termination. A review of the viability of continuing the BHRP will be carried out by the remaining partners.

48. All funding partners will ensure that their employer's liability insurance fully covers the involvement of their organisation and employees in the BHRP.
49. A partner may reduce or withdraw funding after giving twelve months notice in writing, expiring on 31st March in any year and setting out their reasons for reduction or termination. Prior to any reduction or withdrawal partners must meet the proportion of eligible costs for which they are liable up to the date of termination.
50. In the event of the termination of the BHRP, the funding partners will be liable to meet the net eligible costs or receive any financial settlement (after disposal of any assets) in the same proportion as their contribution in accordance with clauses 40-47 above.

ARBITRATION

51. Any dispute arising from the interpretation of the terms of this agreement, shall, at the option of the aggrieved partner, be referred to the arbitration of a single arbitrator to be agreed by the partners involved. Failing such agreement the President of a mutually acceptable institution may nominate an arbitrator.

**THE MEMORANDUM OF AGREEMENT 2005-2011 HAS BEEN AGREED BY ALL
BHRP FUNDING PARTNERS:**

Signature: Name: Position: Date: On behalf of : <i>Devon County Council</i>	Signature: Name: Position: Date: On behalf of : <i>Somerset County Council</i>
Signature: Name: Position: Date: On behalf of : <i>Mid Devon District Council</i>	Signature: Name: Position: Date: On behalf of : <i>South Somerset District Council</i>
Signature: Name: Position: Date: On behalf of : <i>East Devon District Council</i>	Signature: Name: Position: Date: On behalf of : <i>Taunton Deane Borough Council</i>
Signature: Name: Position: Date: On behalf of : <i>Countryside Agency</i>	

Annex One - BHRP Business Plan

Annex Two – BHRP Staff Job Descriptions