

**EAST DEVON AONB  
PARTNERSHIP**



**E a s t D e v o n**

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*Area of Outstanding Natural Beauty*

**MEMORANDUM OF  
AGREEMENT 2005-2011**

## **EAST DEVON AONB PARTNERSHIP MEMORANDUM OF AGREEMENT 2005-2011**

1. This Memorandum of Agreement is made between Devon County Council, East Devon District Council, and the Countryside Agency (hereinafter referred to as the Core Funding Partners) in respect of the East Devon AONB Partnership (hereinafter referred to as the AONB Partnership).
2. Set out below are details of the arrangements whereby the funding partners will make financial contributions towards the costs of the AONB Partnership. This agreement identifies the managerial structure, staffing and finance for the AONB Partnership. This structure will enable the delivery of the duties and obligations for the management of the East Devon 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 East Devon AONB Partnership the responsibility of delivering and reviewing the AONB Management Strategy that was jointly published in March 2004.
3. This agreement will be reviewed after three years in 2008. Subject to a satisfactory review, this agreement will be renewed for a further three years subject to agreement of all Core Funding Partners. This agreement will run from 1<sup>st</sup> December 2005 to 31<sup>st</sup> March 2011 and will replace all previous agreements.

### **DESCRIPTION OF THE SERVICE**

4. The East Devon AONB Management Strategy entitled 'Making the Landscape Work' has now been approved and adopted. This followed from a wide consultation exercise undertaken in respect of the first draft. The Management Strategy provides a consensus view on the needs of the area and a shared vision for the future. It also recognises the relationship between economic, social landscape access and wildlife factors.
5. The Strategy needs to be reviewed in 2008-9 in response to the requirements of the CROW Act and to take account any policy changes since 2004. There is an on-going need for the Strategy to make connections with other relevant plans policies and strategies in its delivery.
6. An annually reviewable Business Plan and Action Plan will be produced to guide AONB Team and the delivery of the published Management Strategy.

## **MANAGEMENT FRAMEWORK (see also Annex A)**

7. **The East Devon AONB Partnership** (to be referred to as the AONB Partnership in this document) will be established as part of the overall governance arrangements for the steering and coordination of activities within the AONB. The main role of the East Devon AONB Partnership is to plan and implement AONB management via the adopted AONB Management Plan, within the statutory frameworks of its constituent partners and relevant agencies. The AONB Partnership will lead and coordinate effective management action in their own organisations and seek to influence the activities of local managing authorities, organisations and individuals. The principle aims of the East Devon AONB Partnership are to:
  - Promote the AONB and the Management Strategy to all the constituent organisations and others.
  - Co-ordinate work towards a vision for the AONB via the implementation of the Management Strategy.
  - Review and monitor progress of the Strategy and its objectives.
  - Consider debate and recommend courses of action on the main issues relating to the AONB.
  - Accommodate new requirements due to changes in AONB legislation.

This will be achieved through:

- agreeing and reviewing the AONB Management Strategy and Action Programmes
  - monitoring the success and achievements of the East Devon AONB Team
  - commissioning special studies of issues if necessary, utilising appropriate forums
  - making comments to local planning authorities about developments which are likely to significantly affect the AONBs landscape character
  - ensuring the Partnership is representative of the East Devon AONB
  - advising the funding partners and AONB Team on the level of resources necessary for effective AONB Management
  - dissemination of information through the AONB Forum and other mechanisms
  - the exchange of information and ideas
  - promotion and championing of the aims of the AONB
8. The AONB Partnership will comprise of the core funders, statutory bodies and key groups who have an East Devon AONB wide interest.
  9. The AONB Partnership will include the following organisations. However the AONB Partnership will regularly review its membership and make

amendments as appropriate should partner representation alter as a result of policy or organisational restructuring or change.

East Devon District Council	2 Members
Devon County Council	2 Members
Countryside Agency	2 Representatives
English Nature	1 Representative
Environment Agency	1 Representative
Government Office South West/Rural Development Service	1 Representative
Amenity Group Representative (Otter, Axe or Sid Vale Groups)	1 Representative (rotating)
National Farmers Union	1 Representative
Country Land and Business Association	1 Representative
World Heritage Site Team	1 Representative
Forest Enterprise	1 Representative
Devon Association of Parish Councils	1 Representative
National Trust	1 Representative
Clinton Devon Estates	1 Representative

10. Members of the AONB Partnership will be elected for the positions of Chair and Vice Chair. These posts will be for 2 years. The role of the Chair will be to act as a figurehead and champion for the East Devon AONB Partnership and to chair the meetings of the Partnership bodies.
11. The nominated representatives for the AONB Partnership will be expected to attend all meetings. If they are unable to attend then a suitable replacement will be accepted with prior notification. If the representative or replacement fails to attend three meetings within the year then their eligibility to attend any future meetings will be terminated with immediate effect.
12. Annex A contains further details on the operation of the AONB Partnership in the *Terms of Understanding*.
13. **The East Devon Annual Forum** (to be referred to as the Annual Forum within this document) will be open to all interested parties and will meet on an annual basis.
14. The Annual Forum will provide an invaluable forum for local input, discussion, and guidance. The purposes of the Annual Forum will be to reflect on progress made towards achieving the vision and objectives for the East Devon AONB through the AONB Partnership. It will allow local groups and individuals to raise issues, make suggestions and provide local expertise and input.
15. The AONB Topic Working Groups will be formed as required to progress topic specific actions. The membership of the groups is by invitation but open to the general public, advance notice will be given in the press. The chairperson of each Topic Working Group will be an elected member of the AONB Partnership and will report progress to the full AONB Partnership meetings. Additional Topic Working groups will be established and disbanded as needed.

16. **The East Devon AONB Steering Group** (to be referred to as the AONB Steering Group within this document) which will meet prior to AONB Partnership meetings directly oversees the work of the East Devon AONB Team.
17. The AONB Steering Group will comprise representatives from each of the core funding partners (currently East Devon District Council, Devon County Council and the Countryside Agency) and the current Chair of the AONB Partnership. These representatives will also be members of the AONB Partnership. Neither the AONB Partnership nor the AONB Steering Group will have the full executive powers of the funding partners and will act in an advisory and consultative capacity to the funding partners and others as required.
18. The role of the AONB Steering group will be to :
  - Recommend budgets to the AONB Partnership;
  - Provide advice to funding partners on future AONB funding;
  - Recommend the Annual Business Plan of the AONB Team to the AONB Partnership;
  - Approve and oversee the implementation of the work programme of the AONB Team;
  - Recommend changes in staffing or resource levels to the AONB Partnership;
  - Make recommendations for policy, budget and operational changes to the AONB Partnership.

## **EAST DEVON AONB STAFFING**

19. East Devon AONB core staff currently comprise the following:

- AONB Officer
- Assistant AONB Officer
- AONB Projects Officer
- Administrative Assistant (pt 0.6)

20. In addition to their duties related to East Devon AONB 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 East Devon AONB Partnership for dissemination elsewhere.

21. East Devon AONB staff will have powers to implement a range of small scale management tasks in line with the financial regulations of East Devon District Council (hereafter known as the Host Authority). Guidance as to the tasks which may be undertaken under this provision will be agreed and minuted at the AONB Steering Group and Partnership meetings.

## **ADMINISTRATIVE ARRANGEMENTS**

22. The Host Authority employs staff on behalf of East Devon AONB Partnership. Employment terms and conditions are set by the Host Authority and should be comparable to other local authority staff involved in Protected Area management.

23. All East Devon AONB core staff vacancies will be advertised, the wording of the advertisement to be agreed between East Devon AONB Steering Group and the Host Authority and in accordance with the Host Authority's Equal Opportunities Policy. The East Devon AONB Partnership, Host Authority and the Countryside Agency or other appropriate Core Funding Partner(s) will be represented on interview panels.

24. As employer of all East Devon AONB 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.

25. The AONB Officer will be line managed by a senior officer of the Host Authority (the Countryside Manager, Environment Directorate). All other staff of East Devon AONB will be line managed by the AONB Officer. All staff will work to the annual Business Plan agreed and monitored by the East Devon AONB Partnership.

## **FINANCIAL ARRANGEMENTS**

26. The Host Authority will meet the costs of the East Devon AONB 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, employers national insurance, superannuation 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.
- East Devon AONB 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 Strategy.
- 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 East Devon AONB

27. 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 East Devon AONB Partnership 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 the end of March in the following year.

28. In addition financial contributions will be made to East Devon AONB 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 in accordance with Countryside Agency timetables.

29. 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 30th June each year. An Annual Report produced by East Devon AONB Partnership will support the final claim.

30. Any person authorised by the Countryside Agency on its 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.

31. 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:

32. 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 East Devon AONB Partnership 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.
33. Any payments legally due to any employee of the Host Authority working for East Devon AONB Partnership 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.
34. All losses, costs and expenses in relation to any claim or complaint by any employee of the Host Authority working for East Devon AONB Partnership 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.
35. 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 East Devon AONB Partnership, 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 26, above.
36. 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 East Devon AONB Partnership.
37. The financial contributions made by the Funding Partners towards the East Devon AONB Partnership costs shall not fall below 12.5% for each local authority and 75% for the Countryside Agency of total eligible costs. Any change in this level of commitment is subject to prior approval by the Core Funding Partners.

## **INSURANCE AND TERMINATION**

38. A partner may terminate their participation in this agreement by not giving less than 1 year's written notice, expiring on 31<sup>st</sup> March in any year, which sets out the reasons for termination. A review of the viability of continuing the East Devon AONB Partnership will be carried out by the remaining partners.
39. All funding partners will ensure that their employer's liability insurance fully covers the involvement of their organisation and employees in the East Devon AONB Partnership.
40. A partner may reduce or withdraw funding after giving six months notice in writing, expiring on 31<sup>st</sup> 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.
41. In the event of the termination of the East Devon AONB Partnership, 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 26-40 above.

## **ARBITRATION**

42. 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 EAST DEVON AONB  
FUNDING PARTNERS:**

Signature:  Name:  Position:  Date:  On behalf of : <b><i>Devon County Council</i></b>	Signature:  Name:  Position:  Date:  On behalf of : <b><i>East Devon District Council</i></b>
Signature:  Name:  Position:  Date:  On behalf of : <b><i>Countryside Agency</i></b>	

## **Annex A**

# **East Devon AONB Partnership**

## **Terms of Understanding**

### **Introduction**

The East Devon AONB Partnership supports and encourages an active partnership between all of the bodies involved in and co-ordinating management across the East Devon AONB. The management of the AONB is co-ordinated by the East Devon AONB Team whose working area includes all of the Parishes affected by the AONB boundary.

The Partnership Committee represents the main mechanism for the co-ordination, facilitation, monitoring and review of the AONB Management Strategy and ensuring that the East Devon AONB landscape is conserved and managed effectively. It sits within a management framework that is outlined below.

The principle aims of the East Devon AONB Partnership are to;

- Promote the AONB and the Management Strategy to all the constituent organisations and others.
- Co-ordinate work towards a vision for the AONB via the implementation of the Management Strategy.
- Review and monitor progress of the Strategy and its objectives.
- Consider, debate and recommend courses of action on the main issues relating to the AONB.
- Accommodate new requirements due to changes in AONB legislation.

This will be achieved through:

- agreeing and reviewing the Management Strategy and Action Programmes
- monitoring the success and achievements of the East Devon AONB Team
- commissioning special studies of issues if necessary, utilising appropriate forums
- making comments to local planning authorities about developments which are likely to significantly affect the AONBs landscape character
- ensuring the Partnership is representative of the East Devon AONB
- advising the funding partners and AONB Team on the level of resources necessary for effective AONB Management
- dissemination of information through the AONB Forum and other mechanisms
- the exchange of information and ideas
- promotion and championing of the aims of the AONB

It should be noted that the Partnership does not have executive powers over the funding partners, but acts in an advisory and consultative capacity to the funding partners and others as required.

## **Operation**

1. The Partnership will meet three times a year, although additional meetings may be arranged to progress specific programmes/work.
2. The Chair and Vice Chair will be elected on a two yearly basis in order to provide some stability to the Partnership. This can be reviewed at any time by the Partnership.
3. East Devon District Council will hold the Chair for the first two years (from 2003-2005) with Devon County Council as Vice Chair. From the fifth year and thereafter (i.e. in 2007) the position of Chair will be open to the wider Partnership.
4. After the first two years (i.e. in 2005) Devon County Council assume the position of Chair and the position of Vice Chair will be open to the wider Partnership.
5. Nominations and new appointments will be made for the position of Chair/Vice Chair at the summer (July) meeting of the AONB Partnership.
6. Once elected, the Chair will also Chair the AONB Annual Forum and attend the AONB Steering Group.
7. The secretariat for all of these groups will be the East Devon AONB Team with support from EDDC as required.
8. The Partnership will be considered quorate when eight representatives are present.
9. Representatives will be expected to attend all meetings or to send a suitable replacement with prior notice.
10. If a representative (or their replacement) fails to attend three Partnership meetings within the year then their eligibility to attend any future meetings will be terminated with immediate effect.
11. Meetings will be open to press and public with opportunities for the items to be brought in by the public for part of the meeting with prior notice.
12. Suggested agenda items and questions should be presented 1 week before any meeting or later by agreement with the Chair.
13. Press and publicity will be channelled through and authorised by the Chair or Vice Chair or delegated officers.
14. New Members may be adopted onto the Partnership with the agreement of the Partnership following a presentation to the Partnership outlining the reasons why they wish to join.
15. Unless requested by the Partnership, these terms of understanding will be reviewed in 2008-9, in line with the review of the Memorandum of Agreement between the Funding Partners.



## Structure of the Partnership

The Partnership lies within the AONB Management structure as the key driving force.

The Partnership links the AONB Annual Forum, the Steering Group, AONB Team and Focus Groups.

- The **Annual Forum** is the mechanism for communicating with the wider community.
- The **Steering Group and AONB Team** are the main mechanisms for organising the funding and practical delivery of the Service.
- **Topic Working Groups** will be utilised to assist with the development of policy and action priorities during the management planning and delivery process.

## EAST DEVON AONB GOVERNANCE 'ORGANOGRAM'

