

**MALVERN HILLS AREA OF OUTSTANDING NATURAL BEAUTY  
MEMORANDUM OF AGREEMENT**

Dated: 1<sup>st</sup> Day of April 2006

## 1. Introduction

- 1.1 This Agreement is made between the Forest of Dean District Council, Gloucestershire County Council; The County of Herefordshire District Council; Malvern Hills District Council, Worcestershire County Council and The Countryside Agency (CA) (jointly referred to as the “Partners”) for the purposes of:
- 1.1.1 recording an agreement to continue to contribute to a partnership to jointly manage the Malvern Hills Area of Outstanding Natural Beauty (Malvern Hills AONB), and
  - 1.1.2 to establish a Staff Unit to act on its behalf, and
  - 1.1.3 to make contributions to the costs incurred in doing so.
- 1.2 This Agreement will run for 6 years from the date 1<sup>st</sup> April 2006 to 31<sup>st</sup> March 2012, subject to a satisfactory review led by the CA together with the other Partners by 31<sup>st</sup> March 2009. At this time the Partners may decide to enter into a new 6 year agreement for the period between 1<sup>st</sup> April 2009 and 31<sup>st</sup> March 2015 with a further review by 31<sup>st</sup> March 2012.
- 1.3 Any reference to the Countryside Agency, English Nature, the Rural Development Service or the Forestry Commission shall be taken to include any successor body to those organisations. Any reference to specific local authorities should also be taken to include any successor body to these authorities.

## 2. Description of Malvern Hills AONB Governance

- 2.1 The Malvern Hills AONB was confirmed under section 87 of the National Parks and Access to the Countryside Act 1949\* by the Minister of Housing and Local Government on the 22<sup>nd</sup> October 1959) as defined on designation map CCM27. (*\*now re-enacted by sections 82-84 Countryside and Rights of Way Act 2000*).
- 2.2 Since 1974, the former Countryside Commission advocated that Areas of Outstanding Natural Beauty (AONB’s) should be treated as far as possible as a single unit for planning and management purposes under the auspices of a Joint Advisory Committee (JAC), consisting of representatives drawn from local authority, amenity and land user interests.
- 2.3 The Malvern Hills AONB JAC was first constituted in 1965 and operated until 1970. The JAC was reconstituted in May 1991 as an advisory committee to Forest of Dean District Council, Gloucestershire County Council, Hereford and Worcester County Council and Malvern Hills District Council under section 102(4) of the Local Government Act 1972. The JAC’s original status was recorded in a shared constitution agreed between all the authorities.
- 2.4 In response to Local Government Reorganisation the JAC Constitution was revised in November 1997 to reflect the changes in voting rights resulting from the disaggregation of Hereford and Worcester County Council to form the County of Herefordshire District Council (a Unitary Authority encompassing former parts of Malvern Hills District Council), and Worcestershire County Council.
- 2.4 During 2003 the JAC reviewed the Governance of the AONB and commended a report compiled by external consultants together with comments, to the Partners.
- 2.5 The principal aim of the JAC is to ensure the conservation and enhancement of the special characteristics of the AONB and to help the Partners comply with their statutory duties. The JAC will also have the following objectives:
- i) To conserve and enhance the natural beauty of the AONB as a local, regional and national asset.
  - ii) To promote compatible social and economic development and the well-being of constituent communities within the Malvern Hills AONB
  - iii) On behalf of the Partners to produce a statutory management plan for the AONB and to co-ordinate its implementation.
- 2.6 The membership of the JAC is currently made up of 21 members as follows:
- 2.6.1 10 elected members comprising:
    - 2 elected members appointed by Herefordshire District Council
    - 1 elected member appointed by Forest of Dean District Council  
(also representing Gloucestershire County Council)
    - 2 members appointed by Malvern Hills District Council

- 1 member appointed by Malvern Hills Conservators
- 2 members appointed by Worcestershire County Council
- 1 member representing Worcestershire Parish Councils
- 1 member representing Gloucestershire and Herefordshire Parish Councils

2.6.2 5 co-opted members consisting of one representative each from:

- The Countryside Agency
- English Nature
- Forestry Commission
- English Heritage
- Rural Development Service (The Department of Environment, Food and Rural Affairs)

2.6.3 3 co-opted members representing farms and/or land owning interests within the AONB consisting of one representative each from:

- The Country Landowners and Business Association
- The National Farmers Union
- A Commoners or Graziers Association

2.6.4 3 co-opted members representing environmental, amenity and business interests within the AONB consisting of one representative each from:

- Council for the Protection of Rural England
- Local Tourism Association
- Local Business Association

2.7 A Steering Group will be established by the Partners who fund the AONB Unit consisting of one appropriate officer nominated by each Partner. Other Steering Group members may from time to time be co-opted as deemed appropriate by the Steering Group e.g. AONB Manager or chairs of Working Groups (see clause 2.8 below). The Steering Group shall operate as defined by the current Terms of Reference agreed by the Partners.

2.8 The Steering Group may establish Working Groups from time to time to advise it on issues such as access, recreation and tourism; planning, development and transport; and the natural and historic environment .

2.9 The JAC, together with the Steering Group and Working Groups are collectively referred to as the AONB Partnership (“the Partnership”).

### **3. Activities of Joint Advisory Committee**

3.1 The purposes and objectives of the JAC will be achieved on a day-to-day basis by the employment of a Staff Unit to act on its behalf. The Staff Unit will carry out the following core functions:

- i) developing a vision and strategy for the management of the Malvern Hills AONB
- ii) preparing, with local authority Partners, an AONB management plan as required by the Countryside and Rights Of Way Act 2000
- iii) promoting the vision and strategy to help conserve and enhance the AONB’s special qualities
- iv) implementing and co-ordinating the implementation by others, of the management plan
- v) co-ordinating and advising on local authority services in the AONB, to go beyond the normal level of service in countryside management
- vi) monitoring and reporting on progress against management plan targets
- vii) accessing resources, including external financing, for undertaking management activities, project development and proposals, and providing matching funding for special projects
- viii) consulting and liaising with other AONB’s at a national level
- ix) providing an internal management role to co-ordinate AONB protection
- x) promoting the value of the AONB to the community
- xi) developing an involvement by the community in the management of the AONB
- xii) providing planning advice and related activities
- xiii) seeking additional funds to assist with the delivery of management activity

3.2 The JAC will also oversee the delivery of projects in support of the implementation of the management plan, either through the Staff Unit, or directly by individual member organisations and partners.

#### **4. Employment of Staff**

4.1 The Staff Unit shall comprise the following staff in the period 2006-2007:

AONB Manager  
AONB Assistant Manager  
HLF Project Officer  
AONB Team Support Officer

All staff will be contractually employed by Worcestershire County Council on behalf of the Partnership. All financial liabilities in respect of this shall be shared between the Partners in accordance with the Haffey funding formula (illustrated in 6.5).

4.2 Any further changes to staff employed will be agreed by the Steering Group in consultation with the JAC.

4.3 Individual members of staff are currently employed by Worcestershire County Council. All vacancies will be advertised. All appointments will be made after joint selection by an appropriately constituted interview panel. The Countryside Agency will have the right to approve job adverts and be represented on any selection and interview panels.

4.4 The AONB Manager will be line managed by a nominated officer of Worcestershire County Council. The Staff Unit will work to an annual work programme agreed by the Steering Group in consultation with the JAC.

#### **5. Administrative arrangements**

5.1 The Steering Group will be responsible for monitoring the progress of the Staff Unit. The Staff Unit will submit an annual report to the JAC and the JAC will publish an annual review of progress against the management plan targets.

5.2 The Partnership will jointly provide a venue and secretariat for the JAC; Financial and Auditing Services for the Partnership; and Information Technology Services for the Staff Unit.

#### **6. Financial arrangements**

6.1 The budget of the JAC will be held by Worcestershire County Council, who will be responsible for the exercise of proper financial control and for the administrative aspects of collecting contributions from the Partners.

6.2 Eligible core function costs to be funded by the Partners will include:

- i) advertising for vacant posts;
- ii) travel and subsistence costs incurred by interview candidates and other recruitment costs;
- iii) accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
- iv) staff salaries, employers national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with the employing Partner's conditions of service;
- v) pay awards and inflationary increases;
- vi) maternity pay and any related benefits such as adoption leave and paternity pay which may become relevant in the future
- vii) reasonable and relevant external training;
- viii) reasonable and appropriate travel and subsistence expenses;
- ix) a JAC budget to be used for necessary reasonable external costs, for example specialist advice, research, public relations, publications, events;
- x) reasonable and relevant external costs of establishing and running the AONB JAC.
- xi) external costs associated with the production of the AONB management plan;
- xii) other reasonable and appropriate project and activities costs necessary to deliver the functions listed at paragraph 3.1;

xiii) any statutory redundancy payment due to a post holder employed exclusively for the purpose of the Staff Unit and where the post holder's entitlement to the said payment arises as a result of the termination of this agreement by the CA and/or withdrawal or cessation of grant aid by the CA in respect of the Staff Unit.

The contribution of each local authority Partner in relation to these eligible expenses shall be limited to their liability determined in accordance with the Haffey funding formula. The Steering Group shall in any event approve the use of all funds.

- 6.3 The CA will fund the core costs incurred at 75% of actual expenditure. A bid in an agreed format shall be submitted to the CA by Worcestershire County Council on behalf of the JAC by 31st December (or any other agreed date) of each year. The bid will comprise details of estimated costs and the annual work programme and outcomes to be delivered. The CA will endeavour to make a formal offer of grant to Worcestershire County Council by 1st April of each year.
- 6.4 The budget will be commended to the Partners annually by the JAC by 1st April of each year according to the agreed staffing levels, actual activity to be undertaken in the annual work programme and based on an estimate of actual costs.
- 6.5 The Partners will endeavour to arrange their AONB core funding contributions in line with the following levels. These levels are based upon a revised formula (the Haffey Formula) that gives equal weight to the balance of 'population' and 'extent' of an AONB in each partner local authority.

|                                 |       |
|---------------------------------|-------|
| Countryside Agency              | 75%   |
| Forest of Dean District Council | 0.51% |
| Gloucestershire County Council  | 0.63% |
| Herefordshire District Council  | 9.89% |
| Malvern Hills District Council  | 6.21% |
| Worcestershire County Council   | 7.76% |

The core budget of the staff unit and actual core funding contributions in 2006/07 are provided in Annex A to this document. Core funding contributions in future years may vary but are unlikely to exceed the 2006/07 figures plus any inflationary increases.

- 6.6 In addition, Partners will endeavour to make financial contributions towards projects implementing the management plan actions, to be carried out by the JAC, agreed according to actual project costs and contributions from other sponsors and funding sources. The Partners will be expected as far as is reasonably possible, to make contributions to such projects in accordance with the Haffey Formula throughout the period of this agreement.

## 7. Termination

- 7.1 A Partner may, by giving not less than 3 months written notice addressed to the current Chairman of the Steering Group, terminate their participation in the Agreement setting out the reasons for termination. A review of the viability of the continuation of the JAC will be carried out by the remaining Partners.
- 7.2 In the event of a Partner terminating their participation in this Agreement, the CA will pay grant in respect of inescapable contractual commitments entered into in good faith prior to any party giving notice of termination whether or not such commitments involve expenditure after the date of termination. However, for the avoidance of doubt, the said contractual commitments shall not include contract(s) of employment or an agreement(s) to retain the services of a worker or consultant in relation to the work of the Partnership.
- 7.3 Should Partners decide to cease operation of the AONB Staff Unit:
- because the CA terminates this Agreement or withdraws their core funding contribution, then the CA will pay 75% of eligible core costs, including statutory redundancy payments.
  - because the Partners terminate this agreement and or withdraw their core funding contribution, then the CA will pay 75% of eligible core costs excluding statutory redundancy payments. The local authority

Partners will pay the remainder of eligible core costs in accordance with the Haffey formula, Redundancy costs will also be shared by local authority Partners in accordance with the same formula.

- 7.4 Any surplus income remaining after eligible core expenditure has been settled will be returned to each funding Partner, in proportion to their contribution in that financial year.

## **8. Arbitration**

- 8.1 Any dispute arising from the interpretation of the terms of this agreement, shall, be referred to the arbitration of a single arbitrator to be agreed upon by the Partners involved. If no such agreement is reached within 28 days of the dispute being notified in writing to the Chairman of the Steering Group, the President of an appropriate institution, as agreed by a majority of the Partners, will be asked to nominate an independent arbitrator, whose findings shall be final and binding on all the parties to the dispute.

Signed.....Fiona Moore

Date: 1<sup>st</sup> April 2006

Position: Regional Director – West Midlands                      on behalf of the Countryside Agency

Signed.....Cllr Ted Roberts

Date: 1<sup>st</sup> April 2006

Position: Leader of the Council    on behalf of the Forest of Dean District Council

Signed.....Cllr Shaun Parsons

Date: 1<sup>st</sup> April 2006

Position: Portfolio Holder    on behalf of the Gloucestershire County Council  
- Community Safety

Signed.....Cllr Roy Stockton

Date: 1<sup>st</sup> April 2006

Position: Cabinet Member –Community Services                      on behalf of the County of Herefordshire District Council

Signed.....Cllr J Raine

Date: 1<sup>st</sup> April 2006

Position: Chairman of Planning Committee                              on behalf of the Malvern Hills District Council

Signed.....Cllr J. Smith

Date: 1<sup>st</sup> April 2006

Position: Cabinet Member    on behalf of the Worcestershire County Council  
for Environment

Annex A: Malvern Hills AONB Staff Budget 2006/07

In the period 1 April 2006 – 31 March 2007 the core budget for the AONB Staff Unit will be £160,328. Proposed Partner contributions will be as follows:

| Partner                         | Contribution | % of total |
|---------------------------------|--------------|------------|
| Countryside Agency              | £120,246     | 75%        |
| Herefordshire Council           | £15,856      | 9.89%      |
| Worcestershire County Council   | £12,442      | 7.76%      |
| Malvern Hills District Council  | £9,956       | 6.21%      |
| Gloucester County Council       | £1,010       | 0.63%      |
| Forest of Dean District Council | £818         | 0.51%      |
| Total                           | £160,328     | 100%       |