

THIS MEMORANDUM OF AGREEMENT is made the 1st day of April 2022

BETWEEN

(1) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices Newland, Lincoln LN1 1YL (**“Host Authority”**).

(2) **EAST LINDSEY DISTRICT COUNCIL** currently of Tedder Hall, Manby Park, Louth, Lincolnshire LN11 8UP

(3) **WEST LINDSEY DISTRICT COUNCIL** of Guildhall, Marshall’s Yard, Gainsborough, Lincolnshire DN21 2NA

(4) **NORTH EAST LINCOLNSHIRE COUNCIL** of Municipal Offices, Town Hall Square, Grimsby, North East Lincolnshire, DN31 1HU (**“the Parties”**).

IT IS AGREED as follows:

WHEREAS

(A) This Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of an AONB Partnership (**“the Partnership”**), a Staff Unit to act on behalf of the Partnership and the publishing, reviewing and monitoring of the Management Plan.

(B) This Agreement also sets out a shared vision for and commitment to AONB management by all Parties to the Agreement. It outlines the expectations on all Parties to achieve this vision, including a local reflection of the original national tri-partite agreement between Defra, Natural England and the National Association for Areas for Outstanding Natural Beauty (**“NAAONB”**)

(C) This Agreement is intended to bind partners to give interim security for the funding of an AONB programme over a three year period, pending further news on Defra's funding settlement beyond 31st March 2025.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

“AONB” means an Area of Outstanding Natural Beauty

“the Partnership” means the Lincolnshire Wolds Joint Advisory Committee (JAC) as detailed in Schedule 1 comprising of the “Funding Partners” (listed below) and the non-funding partners listed in Schedule 3

“Funding Partners” means the following Local Authority Funding Partners: namely, Lincolnshire County Council (host authority); East Lindsey District Council; West Lindsey District Council; and North East Lincolnshire Council - referred to in this Agreement as the “Local Authority Funding Partners”

“Non-Funding Partners” means the organisations listed in Schedule 3

“the Term” means the period of one year between 1st April 2022 and 31st March 2025

“Eligible Costs” means those costs listed in clause 8

“Management Plan” means the AONB Management Plan that the local authorities have a statutory duty under the Countryside and Rights of Way Act 2000 to produce and review in relation to any AONBs in their area

“Annual Business Plan” means the Partnership business plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question

“the Host Authority” means the local authority responsible for the Partnership’s finances and employment of AONB staff

“the Parties” means any Party to this Agreement individually and **“Parties”** refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question

“Staff Unit” means the unit established by the Host Authority employing all and any staff engaged in the work of the Partnership, including the Core Staff

“Core Staff” means the staff funded by the budget detailed in clause 7 for the purposes of the core functions listed in Schedule 2 but does not include or cover new posts established through externally funded projects

“Sustainable Development Fund” means a funding programme to aid the achievement of AONB purposes by encouraging individuals, community groups and businesses to co-operate together to develop practical and sustainable solutions to the management of their activities.

In this Agreement where the context requires:

the masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa;

references to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

a reference to a person shall include a reference to any individual, company, or other legal entity;

references to clauses and Schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;

headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement.

Subject to clause 1.4 the Schedules form an integral part of this Agreement.

In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules the provisions of this Agreement shall prevail and for the purposes of this clause 1.4 only the term “Agreement” shall not include the Schedules.

2. Shared Vision

Working together to ensure that the natural beauty of AONBs is conserved, enhanced and promoted for the benefit of all; valuing the contribution of each AONB and the network as a whole for the protection of our finest landscapes; supporting local action and national

collaboration; recognising and meeting the challenges for the future. AONBs are seen as functioning landscapes and exemplars of coherent and resilient ecological networks which can deliver wider benefits for society – developing natural capital, supporting our local communities and businesses, and enhancing public health and wellbeing. These aspirations link with Natural England's Conservation 21 Strategy which is based on three guiding principles; 1) creating resilient landscapes, 2) putting people at the heart of the environment and 3) growing natural capital.

2.1 The Parties to this Agreement believe that:

2.1.1 AONB management structures should be strongly supported by partners and relevant authorities.¹

The statutory requirement to produce Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.

Security of funding and flexibility of funding for AONBs will deliver better outcomes.

There should be a “can do” culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.

2.1.5 Monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base.

2.1.6 Opportunities should be taken to maximise the synergies between the outcomes of the Management Plan with the plans of other Parties, and of the wider Protected Landscape network.

3. Duration

3.1 This Agreement shall be deemed to have commenced on 1st April 2022 and shall terminate on 31st March 2025 (“Term”) unless terminated earlier in accordance with the provisions of clause 11 or extended in accordance with clause 3.2.

3.2 At any time before the end of the Term the agreement may be extended by the written agreement of the Parties (“Extended Term”) provided that the Parties’ financial contributions have been agreed prior to the commencement of the Extended Term.

4. Partnership Roles, Responsibilities and Structure

4.1 The Partnership

4.1.1 The Partnership (‘The Lincolnshire Wolds Joint Advisory Committee’) was formed in 1998.

¹ As defined by S85 of CROW Act - relevant authority includes government departments, Natural England included, and public sector as well as statutory undertakers

4.1.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1.

4.2 The Staff Unit

4.2.1 The purpose and objectives of the Partnership will be assisted by the employment of a Staff Unit to act on its behalf. Part 1 of Schedule 2 shows Core Staff and non-Core staff. The Staff Unit will coordinate, champion, act as a focus and bring bodies together for action, and bid for funds. The Staff Unit will carry out the core functions set out in part 2 of Schedule 2.

4.2.2 The Staff Unit will work for the whole Partnership and have its own identity. Activities will be delivered under the identity of the Partnership, rather than that of the Host Authority or individual Parties.

4.2.3 A degree of independence for the Partnership from the Host Authority will be necessary, particularly when the Partnership is consulted by or is required to make comments and provide advice on schemes and activities of its constituent Local Authorities.

4.3 The Host Authority

The Host Authority (Lincolnshire County Council) will be responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for line managing the AONB Manager, acting as employer of the staff employed as part of the Staff Unit, providing human resources and IT support and exercising responsibility for the financial management of the Partnership in accordance with clause 8.

4.4 Local Authority Funding Partners

The Local Authority Funding Partners will be responsible for exercising their duties in relation to the Countryside and Rights of Way Act 2000, and for:

4.4.1 Contributing to the costs of the Partnership in accordance with clause 10.

4.4.2 Working with the Host Authority, Defra and Natural England in relation to the management of the AONB.

4.4.3 Providing a recognised lead officer and contact who will be involved in supporting the Staff Unit, the Management Plan process and Partnership activity; and

4.4.4 Working with local government members to promote the role and value of AONBs to society and our natural environment.

4.5 Non-Funding Partners

The Non-Funding Partners will be requested to assist the Host Authority, Defra, Natural England and the Funding Partners in managing the AONB by providing advice and guidance in their specific areas of expertise and contribute to the delivery of the Management Plan.

4.6 Defra

Though not party to this MoA, Defra will remain responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for:

4.6.1 Contributing to the costs of the Partnership in accordance with clause 9 – see also Annex 3 - Lincolnshire Wolds AONB Offer Letter.

4.6.2 Working to the principles set out in the tri-partite Memorandum of Understanding between Defra, Natural England and the NAAONB, a copy of which is annexed to this Agreement.

4.6.3 Supporting the work of the Partnership.

4.6.4 Working across Government and with national organisations to promote the role and value of AONBs to society and our natural environment.

5. Employment of a Staff Unit

5.1 An AONB Staff Unit will be supported by the Host Authority. Details of the Staff Unit are more particularly described in part 1 of Schedule 2.

5.2. AONB Manager

5.2.1 An AONB Manager will be employed at a senior level to act as a respected advocate for, and champion of the AONB. The AONB Manager will continue to be given authority to work with key partners at a senior level, for example Chief Executives, lead Planning Officers, key committees and Local Authority members.

5.2.2 The line management of the AONB Manager for day-to-day purposes will be through the Host Authority.

5.3 Other AONB Staff

5.3.1 Other AONB staff, forming part of the Staff Unit, will continue to be employed on behalf of the Partnership to take forward the Annual Work Programme and Management Plan.

5.3.2 AONB staff will report to the AONB Manager or his/her nominee and will work to a programme agreed by the Partnership against which progress will be monitored.

6. Redundancy

6.1 Supported by the Host Authority, the Lincolnshire Wolds AONB Partnership (Joint Advisory Committee – JAC) and its Joint Management Group, will provide advice with regards to the management of financial risks and responsibilities.

6.2 Any redundancy payments legally due to any AONB Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met by the Parties, including from budgets already held by the host authority on behalf of the Partnership.

6.3 In the case of redundancy, costs will be reasonably attributed following the advice of the Host Authority, Partnership and Joint Management Group, with any third party contributions being maximised wherever possible.

6.3 For the avoidance of doubt, where there is a withdrawal or a sufficiently large reduction in funding, or when a contract or funding source expires, resulting in redundancy becoming unavoidable and leading to the payment of redundancy costs, the costs will be

eligible from this contribution and the Local Authorities' contributions and from any third party contributors to work in pursuit of the AONB Management Plan that has entailed the employment of staff.

6.5 Each party's liabilities in respect of redundancy costs shall be limited to an overall cap which will be no more than their total contribution monies paid to the Host Authority in the previous grant year.

7. Financial and Administrative arrangements

7.1 The income and expenditure of the Partnership will be met in the first instance by the Host Authority which will be responsible for the exercise of proper financial control and for collecting contributions from Defra and the Local Authority Funding Partners as detailed in clauses 9 and 10.

7.2 The details of the budget will be agreed annually by the Partnership's Funding Partners and an appropriate grant application submitted to Defra.

7.3 The Host Authority will be responsible for submitting the annual AONB financial contribution application to Defra in accordance with any guidance issued by Defra by 31st January in any year.

7.4 Defra's contribution shall be paid in arrears to the Host Authority on receipt of an agreed claim and in accordance with guidance issued by Defra.

7.5 The Local Authority Funding Partners will:

7.5.1 Make annual contributions in accordance with the provisions of clause 10

7.5.2 Commit to providing three years of funding as set out in clause 10.

7.6 The partners understand that Defra will:

7.6.1 Make annual financial contributions to support the work of the Partnership to be made in-line with the single pot contribution set out in clause 9

7.6.2 Commit to providing three years of funding as set out in clause 9.

8. Eligible Costs for core functions

8.1 Eligible Costs shall include:

- i) Staff salaries, employers' national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with Host Authority conditions of service;
- ii) Accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
- iii) Office support services to include but not limited to financial and legal support, IT support and property services;
- iv) Pay awards and inflationary increases;
- v) Maternity pay;
- vi) Training;
- vii) Travel and subsistence expenses, including as necessary, lease and general running costs for works vehicle;
- viii) Any redundancy payment due to a post holder employed by the Host Authority exclusively for the purposes of the Partnership and where the post holder's entitlement to the said payment arises in circumstances envisaged in clause 6;

8.2 A Partnership budget to be used for eligible external costs, for example, for specialist advice, research, public relations, publications, events; costs of establishing and running the AONB Partnership; costs associated with the production of the Management Plan; advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs; other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2

9. Defra Funding

9.1 Though Defra are not party to this MoA, they will continue to make a contribution to the Partnership – the 2022-23 settlement is as detailed in the offer letter (see Annex 3) with indicative grant levels for 2023-24 and 2024-25. This contribution is made under section 98 of the Natural Environment and Rural Communities Act 2006.

9.2 This contribution is made with the firm expectation that the Local Authority members of the Lincolnshire Wolds Area of Outstanding Natural Beauty Partnership will continue to provide financial contributions which give medium term security, matching Defra's commitment to an AONB funding programme.

9.3 This contribution comes as a single sum, leaving the AONB Partnership free to review and approve, as appropriate, the Staff Unit's recommendations about how the money is allocated, and is made in support of the delivery of the vision, objectives and

action plan of the Lincolnshire Wolds Area of Outstanding Natural Beauty Management Plan and the accompanying Lincolnshire Wolds AONB Work Programme and its revisions.

9.4 This contribution will be used towards Eligible Costs listed in sub clause 8.1, 8.2 and further project activity in the context of a single pot to achieve the outcomes set out in the Management Plan and the Work Programme.

10 The Local Authority Funding Partners' Funding

10.1 The Local Authority Funding Partners will contribute to the Eligible Costs as set in the table below.

<u>Organisation</u>	<u>FY 2022/23</u>	<u>FY 2023/24</u>	<u>FY 2024/25</u>
Lincolnshire County Council (LCC)	£30,920	£30,920	£30,920
East Lindsey District Council (ELDC)	£17,750	£17,750	£17,750
West Lindsey District Council (WLDC)	£17,830	£17,830	£17,830
North East Lincolnshire Council (NELC)	£3,850	£3,850	£3,850

10.2 The combined Local Authority Funding Partners contributions (including Host Authority - LCC) will equal at least 25% of Eligible Costs for core functions listed in sub clause 8.1 and 8.2 in any Financial Year. The contributions from ELDC, WLDC and NELC should be paid to the Host Authority by the 1st October of that Financial Year.

10.3 In the event of any core/project income carryovers in any given financial year, these will be managed in accordance with hosting authority's accounting procedures, and processed through an accrual process; typically, as receipts in advance and appropriately ring-fenced for the Lincolnshire Wolds AONB.

11 Termination

11.1 Without prejudice to the obligations of the other Parties to each other under this Agreement, which unless otherwise agreed continue, a Party may, by giving not less than one year's written notice, terminate its participation in this Agreement setting out the

reasons for termination. A review of the viability of the continuation of the Partnership will be carried out by the remaining Parties.

11.2 If a Party withdraws from the Agreement in accordance with clause 11.1 the remaining Parties will not be required to take on the responsibility or financial liability of the withdrawing Party. However should the remaining Parties choose to increase their contribution, financial or otherwise, then this will be reflected in an addendum to the Agreement, signed by all the remaining Parties. For the avoidance of doubt, the withdrawing Party will not be entitled to a return of any contribution made in accordance with clause 9 or 10 for the financial year in which they serve notice of their withdrawal.

11.3 The Local Authority Funding Partners will pay contributions in respect of inescapable contractual commitments (apart from redundancy payments that are subject to clause 6 above) 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 Partnership.

11.4 On termination of the Agreement, a statement shall be drawn up of the remaining funds held by the Host Authority pursuant to this Agreement, together with any outstanding liability and once such statement has been agreed between the Parties, the Host Authority shall reimburse the remaining monies to the contributing Parties, pro rata to their initial contributions.

12. Communication

12.1 For the purposes of this Agreement the following are lead contacts for each of the Parties contactable at the address given:

12.1.1 Host Authority, Lincolnshire County Council - Chris Miller

12.1.2 East Lindsey District Council - Kay Turton

12.1.3 West Lindsey District Council - Grant White

12.1.4 North East Lincolnshire Council - Richard Limmer.

13. Jurisdiction

13.1 All disputes or claims arising out of or in connection with the activities of the parties under this Agreement shall be governed by and construed in accordance with the law of England.

14. Reconciliation of Disagreement

Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:

The dispute shall in the first instance be referred to the relevant Parties' Project Executive officer or manager in the organisation of similar standing for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;

If the dispute cannot be resolved in accordance with 14.1.1 above within ten business days after such referral, or within any other period agreed between the Parties then the dispute shall be referred to the relevant Parties' Legal Advisors for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;

If the dispute has not been resolved following a referral in accordance with 14.1.2 the Parties shall settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

15. Information

15.1 The Parties are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and they shall assist and co-operate with the other Parties as necessary to comply with these requirements.

15.2 In responding to a request for information, including information in connection with the Partnership, a Party will use reasonable endeavours to consult with the other Parties. Notwithstanding this the Parties acknowledge that they may be required to disclose information without consultation, or following consultation with the Parties having taken their views into account.

15.3 The Parties shall ensure that all information produced in the course of the Partnership or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable a Party to respond to a request for information within the time for compliance and shall permit the Parties to inspect such records as requested from time to time

15.4 All Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

16. Variation and Waiver

16.1 Any variation of this Agreement shall be in writing and signed by or on behalf of each of the Parties.

16.2 No delay by any Party in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

17. Contracts (Rights of Third Parties) Act 1999

17.1 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

This agreement has been deemed to have commenced from 1st April 2022.

The Parties

Lincolnshire County Council

Signed

Date

Position on behalf of

East Lindsey District Council

Signed

Date

Position on behalf of

West Lindsey District Council

Signed

Date

Position on behalf of

North East Lincolnshire Council

Signed

Date

Position on behalf of

SCHEDULE 1

PARTNERSHIP MEMBERSHIP, TERMS OF REFERENCE, STRUCTURE AND OPERATION

1 Aim of the Partnership Agreement

The aim of this Partnership Agreement is to clarify roles and responsibilities, to increase the commitment of members, and to ensure an equitable and transparent relationship between contribution to the work of the JAC and influence over its direction.

Each member of the JAC is expected to commit itself to the aims of the JAC and achieving the national, regional and local objectives for the AONB in the ways outlined in this Agreement. The statutory Lincolnshire Wolds AONB Management Plan will provide a common framework for action. This Partnership Agreement provides the complementary framework to determine how the JAC and its members should operate to maximum effect.

2. Purpose of the Lincolnshire Wolds JAC

In general terms the JAC is guided by national policies originally set out for AONBs primarily by the Countryside Agency, and more recently by its successor, Natural England.

The primary purposes of the JAC within this context are:

to enhance and protect the natural beauty of the AONB
to promote sustainable development and appropriate enjoyment
to promote public and political awareness and support for the AONB
to make the AONB relevant to the people who live and work in and around the Lincolnshire Wolds and to visitors to the area.

Part IV of the Countryside and Rights of Way Act 2000, reaffirmed the statutory duties and obligations for relevant local authorities and other statutory bodies in the management of AONBs.

The Act introduced new measures to help improve the protection of these nationally important landscapes, placing AONBs on a par with National Parks in terms of their high scenic quality. Section 89 introduced a new requirement for all relevant authorities to produce, publish and regularly review an AONB Management Plan.

3. Role of the JAC

The JAC is not a planning authority or an executive body. It is an advisory body which acts as a catalyst and facilitator in making recommendations to its constituent bodies and other organisations on policies and the allocation of resources in relation to the protection and advancement of the AONB. The JAC also plays a significant part in developing an image and sense of identity for the Lincolnshire Wolds, but does not attempt to control the work of its constituent bodies within their own areas of responsibility. The JAC recognises that:

the long term protection of the AONB can only occur if those who live and work in or close to it recognise its value and support its aims
public and political support depends on identifiable achievements leading to a recognition that the JAC and the AONB add value to conservation of natural beauty in the area
the resources it can deploy directly itself will be relatively limited, but can, if well directed, be of great value in raising awareness, facilitating action by others and attracting support from sponsors such as the Countryside Agency, now Natural England, and DEFRA's wider Rural Development Programme for England.

4. Terms of Reference

4.1 The terms of reference of the JAC are as follows:

To assist local authorities in preparing their Corporate Strategies, Local Development Frameworks, Community/Local Strategic Plans or other plans covering all or part of the AONB to ensure their policies and practices (including those for development control) are co-ordinated and consistent with the AONB Management Plan and other relevant guidance adopted by the JAC.

To advise Local Authorities and other agencies on the resources required for effective AONB management.

To advise on and co-ordinate the actions of the constituent organisations to achieve the objectives of the AONB, and in particular ensure the Management Plan is implemented and reviewed. This includes:

- i) monitoring progress and achievements in implementing the Management Plan
- ii) producing an Annual Report which should be widely distributed
- iii) carrying out special studies of key issues, as they arise, by instructing working groups or commissioning research
- iv) consulting with the Local Planning Authorities on policy issues within or adjacent to the AONB that are likely to affect significantly the landscape character of the area acting as a forum for the discussion of major issues affecting the character of the area promoting other action, especially to find additional resources, that is necessary to further the objectives of AONB designation.

To keep under review and make comments, recommendations or representations as appropriate with regard to the boundaries of the Lincolnshire Wolds.

4.2 Any changes in the terms of reference shall be considered formally by the JAC and agreed by a majority of the members present.

4.3 The JAC shall be entitled to set up and decide on the terms of reference of any panels or working groups it considers necessary or appropriate for the performance of its functions.

5. Membership

5.1 All members should be willing and able to contribute to the aims of the JAC, by virtue of financial resources, influence, expertise or commitment of time.

5.2 From the JAC's establishment in 1998 there was initially two categories of membership:

1) Full (or voting) Member

Organisations that have a significant role in the area covered by the AONB and which agree to work in partnership with the JAC can become full members. They accept this partnership agreement. In doing so, they commit themselves to supporting the aims of the AONB as outlined under obligations below. They can:

be consulted on all plans with financial implications
attend the meetings of the JAC as a full voting member.

Membership is by invitation. Invitations will generally be made to:

all County, District and Unitary Authorities in the AONB
other government and voluntary agencies whom the JAC judges are likely to be able and willing to contribute as members.

2) Associate Member

Any appropriate organisation that is in support of or has a willingness to contribute to the aims of the JAC can become an Associate Member. It can:

receive the annual report and other technical plans and papers
be consulted on changes to the management
participate in the work of the JAC through co-option on to a Task Group.

Applications for Associate Membership would have to be approved by the JAC.

5.3 Exceptionally, within this category, the JAC may also appoint individuals whom it considers to have relevant experience, and whom it believes can make a significant contribution to the general aims of the JAC and the implementation of the Management Plan.

5.4 The above membership arrangements were reviewed by the Lincolnshire Wolds Resource Management Group on 22 January 2002 prior to discussions by the JAC on 12th March 2002. The Partnership subsequently agreed that as from 1st April 2003 there will be only a single category of membership with full voting rights. The initial JAC membership fee is £130 per annum, with a gift-in-kind arrangement in place to assist voluntary and charitable organisations that may not be able to provide cash payment.

6. Membership Representation

6.1 Each body on the JAC will be entitled to nominate one representative. However, bodies directly funding the Wolds AONB Unit and represented on its Steering Group (*the Joint Management Group*) will be entitled to nominate two representatives. For the JAC to operate effectively, it is essential that appropriate representatives be appointed.

6.2 Local Authority representatives should be duly elected members of that authority but may be accompanied by one officer. Exceptionally, more than one officer from an authority may attend. Officers will not have voting rights.

6.3 Representatives from other organisations may be elected members, board members or senior officers of that organisation.

6.4 Each organisation will decide on the period of office of its representative(s) on JAC and shall notify the secretariat accordingly.

6.5 In general members will endeavour to ensure their organisation is represented at all meetings of JAC.

6.6 The JAC may review its membership as and when it considers necessary.

7. Chairman and Vice Chairman of JAC

7.1 The JAC will elect a Chairman to serve for a period, usually of two years. This election will take place at the Autumn meeting (usually October). Nominations for Chairman will be sought from the full members of the JAC present and the Chairman should be a bona-fide member of the JAC. The secretariat will distribute all relevant nomination papers to all JAC members at least six weeks prior to elections with clear instructions that all nominees will initially require endorsement from two other JAC partnership organisations. As required, all JAC members will cast their Chairmanship votes through private ballot system at the start of the relevant JAC meeting.

7.2 The JAC shall also elect a Vice Chairman at the same meeting (October). Nominations will be sought from among those present and the Vice Chairman should be a bona-fide member of the JAC.

7.3 In the event of neither the Chairman nor Vice Chairman being present at a meeting of the JAC, a Chairman for the meeting shall be elected from those present.

8. Number, Frequency and Organisation of Meetings

8.1 The JAC will normally meet twice a year, once in the Spring and once in the Autumn, or at such other times as it may determine.

8.2 The Autumn meeting may also include an open session which any interested organisation or individual will be able to attend.

8.3 The JAC may also make arrangements for seminars, tours and site visits on issues/projects relevant to its work as it considers appropriate.

8.4 The secretariat for the JAC shall be provided by the Wolds AONB Unit.

9. Decision Making

9.1 Wherever possible, decisions made at the JAC meeting will be by means of consensus. Voting, when required, will be by a show of hands and decisions reached will be based on the majority of votes cast for or against a particular proposal. In the event of the voting being equal, the Chairman of the JAC will have a second or casting vote, but in the event of the Chairman choosing not to exercise the second or casting vote, the proposal in question will fall.

10. Business to be Dealt with at Meetings

10.1 Agenda for meetings of the JAC setting out the business to be dealt with will normally be despatched to members of the JAC at least seven days in advance of the meeting.

10.2 The Chairman's agreement will be sought prior to dealing with any urgent items of business or any other business not listed on the agenda for meetings of the JAC.

11. Subscriptions/Contributions in Kind

11.1 As amended in 5.4 there is one category of JAC membership with relevant subscriptions and/or in kind contributions to be supplied on request from the AONB Manager.

The AONB account will be held by the Wolds AONB Manager.

Any proposed increase in contribution above that in 5.4 will be at the discretion of the JAC.

SCHEDULE 2

PART 1 - STAFF UNIT STRUCTURE

Stephen Jack	Lincolnshire Wolds Countryside Service Manager (full-time)
Helen Gamble	Project Officer (full-time)
David Rodger	Project Officer (full-time)
Claire Harrison	Administration and Technical Assistant (full-time)
Steve Scoffin	Lincolnshire Wolds Farming in Protected Landscapes Officer (f-time)
Sarah Wellar	Lincolnshire Wolds Farming in Protected Landscapes Administrative Officer (part-time) – By secondment
Ruth Craig	Project Officer - Lincolnshire Chalk Streams (full-time)
William Bartle	Monitoring Officer - Lincolnshire Chalk Streams (full-time)

PART 2 - STAFF UNIT FUNCTIONS

Staff of the LWCS and associated projects, skills and responsibilities in more detail:-

<p>Stephen Jack Lincolnshire Wolds Countryside Service Manager</p>	<p>Steve manages the team, coordinating the production, implementation and review of the Lincolnshire Wolds AONB Management Plan in consultation with the Wolds JAC Partnership. He also deals with planning issues relevant to the AONB, including commenting on local development control matters and strategic plans at the District, County, Regional and National levels. Steve co-ordinates the work of the LWCS through overseeing the secretariat function for the Lincolnshire Wolds JAC, Joint Management Group and other topic groups. He is also in close liaison with the National Association for Areas of Outstanding Natural Beauty (NAAONB) providing a wide range of information and comments pertinent to the wider family of AONBs.</p>
<p>Helen Gamble Project Officer</p>	<p>Helen provides advice and, where appropriate, helps to deliver grant aid to farmers, landowners and community groups on works to implement landscape, wildlife and access improvements within the Wolds. She is also closely involved in the delivery of improvements and interpretation of biodiversity and geodiversity throughout the Wolds, along with forestry and energy crop management on a landscape scale. Currently involved in agri-environmental schemes, educational opportunities and the God's Acre Project. Helen</p>

	also maintains close links to the NAAONB's Communications Team, utilising national promotional opportunities where relevant.
David Rodger Project Officer	David helps to raise awareness of the Wolds through encouraging and supporting a variety of interpretative and community involvement. He is also involved with transport initiatives, including the traditional road signs, and leads on the Wolds Heritage Group, working with partner organisations to promote the importance of the Wolds archaeological resource. David is also the main contact for the Walkers are Welcome network and coordinates Higher Ground – the Wolds e-news publication.
Claire Harrison Administration and Technical Assistant	Claire provides 30 hour/week business support for the team and its wider partnerships. She manages the day to day administrative duties including designing, updating and maintaining the AONB website. She also inputs Wolds specific information onto GIS layers and reviews data access programmes which are used for a wide range of research surveys, reports and evaluations. Claire supports the whole team in various promotional activity, including smart use of relevant social media.
Steve Scoffin Lincolnshire Wolds Farming in Protected Landscapes Officer (FiPL)	Steve is the principal contact for promoting and coordinating Defra's three year national Farming in Protected Landscapes Programme (2021-24) across the Lincolnshire Wolds AONB. This includes providing a range of grant advice and guidance to local farmers, landowners and community groups. Projects must deliver on one of the following themes Climate, Nature, People and Place.
Sarah Wellar FiPL Administrative Officer	Sarah works part-time through a secondment arrangement with the hosting authority's Business Support team, performing a range of administrative duties to aid the governance of the FiPL Programme and the Local Assessment Panel.
Ruth Craig Project Officer (Lincolnshire Chalk Streams Project)	Ruth is the focal point for protecting the threatened Chalk Stream habitat of Lincolnshire and reviewing and developing the Lincolnshire Chalk Streams Action Plan. Funded by Anglian Water, the Environment Agency and HLF the partnership is hosted by the LWCS. Ruth provides advice on site management, assists in the planning of restoration projects and sources funding for a wide range of riparian enhancements. Part of Ruth's work is also related to the national Water for Wildlife project and UK BAP Steering Group for Chalk Streams, with the aim of raising the profile of the nationally important Lincolnshire streams and springs asset.
Will Bartle Monitoring Officer (Lincolnshire Chalk Streams Project)	Further chalk stream project work is undertaken by Will who coordinates the Riverfly monitoring project, practical conservation and community work parties. Will links up closely with local schools to further local education

	opportunities and helps to facilitate a wide range public events to help raise awareness of the chalk stream resource.
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Core Functions of the AONB Staffing Unit to include:

1. MANAGEMENT PLAN

- 1.1 Developing reviewing, preparing and publishing the AONB vision and the Management Plan
- 1.2 Promoting the AONB vision and Management Plan to help distinguish the AONB from adjacent countryside
- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing resources for management activities
- 1.5 Developing an involvement by the community in the management of the AONB
- 1.6 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
- 1.7 Problem solving with the unit acting as co-ordinator and facilitators.

2. ADVISORY / ADVOCACY

- 2.1 Advising Local Authorities and other partners on their activities within AONBs, to encourage them to attain the highest possible standards in AONBs
- 2.2 Working with and contributing to the National Association for AONBs (NAAONB) activities, sharing advice and best practice nationally and regionally.
- 2.3 Providing landscape related planning advice (to local planning authorities and in conjunction with Natural England as appropriate in line with, and underpinned by protocols)
- 2.4 Financial support for the NAAONB, subject to determination at NAAONB Annual General Meeting.
- 2.5 Contribution and support to activity between AONBs and protected landscapes to strengthen the status of the AONBs individually and collectively.

3. MONITORING

- 3.1 To monitor and report on progress against Management Plans and Annual Business Plans to the Partnership
- 3.2 To provide monitoring and reporting information to Defra in accordance with any guidance issued by Defra.

SCHEDULE 3

NON-FUNDING PARTNERS OF THE JOINT ADVISORY COMMITTEE (JAC)

Campaign to Protect Rural England - CPRE
Churches Together in all Lincolnshire
Community Lincs
Country Land and Business Association - CLA
Environment Agency
Forestry Commission
Groundwork Lincolnshire
Heritage Lincolnshire
Historic England
Lincolnshire Wildlife Trust
National Farmers Union (East Midlands)
National Trust
Natural England
Ramblers - Lincolnshire

Working together for

Areas of Outstanding Natural Beauty:

A memorandum of understanding between Defra,
Natural England and the National Association for
AONBs



Working together for Areas of Outstanding Natural Beauty:

A memorandum of understanding between Defra, Natural England and the National Association for AONBs (NAAONB)

Additional note: this tri-partite agreement is still deemed to be valid and has not been updated since its last review in 2010-11.

Purpose: To outline the contributions of Defra, Natural England and the NAAONB to achieving a shared vision for the AONB family in England; to delivering effective, efficient and responsive sponsorship of the individual AONB Partnerships and the relevant local authorities in delivering agreed environmental outcomes through both local decision-making and action. It confirms the commitment of each of the parties to supporting the vital work of AONB Partnerships. It sets out a vision of greater independence, security and clarity of priorities and represents a new stage in the relationship between Defra, Natural England, the NAAONB and AONB Partnerships.

Vision: Working together to ensure that the natural beauty of AONBs is conserved, enhanced and promoted for the benefit of all; valuing the contribution of each AONB and the network as a whole to the protection of our finest landscapes; supporting local action and national collaboration; recognising and meeting the challenges of the future. AONBs are seen as functioning landscapes and exemplars of coherent and resilient ecological networks which can deliver wider benefits for society

General Principles of 3-way working: In working to meet the vision and deliver agreed priorities, Defra, Natural England and the NAAONB will recognise and respect the independence and interdependencies of each party, making best use of each party's role and expertise. Openness in communication so that there are no surprises will underpin a relationship based on mutual trust. In the interests of clarity, accountability and avoiding duplication of effort the key roles of each of the parties are identified, recognising that this is a new and developing relationship. This memorandum will be reviewed annually.

- Planned activities must be proportionate to the resources available to each party.
- Openness and accountability between parties.
- Knowledge and information will be actively shared.
- Value for money considerations must run through all project board arrangements and decisions.

What Defra will do

- Provide grant funding in a timely manner to the host authorities for each AONB Partnership, the Conservation Boards, the NAAONB and to the SE & SW Protected Landscape Forum officers, to achieve agreed business plans and subject to matched funding from other partners. Hold grant recipients accountable for the resources provided by the Government.
- Work with and support ministers on policy, grant funding and issues affecting AONBs.
- Act as advocate for AONBs within Defra and more widely across government.
- Maintain an oversight of the current and likely future progress of Partnership delivery of Management Plans and of the strategic direction for AONBs
- Provide guidance on content and implementation of government policy for AONBs.
- Lead on a review of the funding formula and grant negotiations (including the issue of liabilities for redundancies), implementing agreed changes in a way that ensures successful delivery of outcomes, supports innovation and provides value for money.
- Lead on development of a vision and strategic framework for the Protected Landscapes family.

What Natural England will do:

- Provide technical information and expertise on matters relating to AONBs concerning their statutory powers and duties as well as guidance arising out of local relationships with Partnerships and the Conservation Boards.
- Continue to provide individual AONBs and the NAAONB with support and expert advice on the natural environment.
- Fulfil statutory powers and duties in relation to AONBs.
- Provide advice to AONBs on management plans and business plans and be key partners within those plans.
- Advise government, Defra, OGDs and other key stakeholders on matters relevant to landscape, biodiversity and the natural environment which affect AONBs and protected landscapes generally.
- Advise Defra on development of a vision and strategic framework for AONBs and the wider protected landscape family.
- Act as an advocate for AONBs with local, national and international partners.
- Lead on the development of proposals for strategic environmental outcome monitoring and reporting for protected landscapes

What NAAONB will do:

- Co-ordinate and represent the views of AONB Partnerships.

- Disseminate information, advice and guidance to AONB Partnerships
- Work with Defra and Natural England on developing a vision and strategic framework for AONBs
- Work with government and others to strengthen public policy and practice in pursuit of the AONB purpose.
- Encourage innovation amongst AONB Partnerships.
- Support the identification, collation and sharing of best practice among AONB Partnerships, and more widely in the protected landscape network.
- Seek, and share, experience and expertise from overseas from other IUCN Category V protected landscapes.
- Help facilitate closer working between AONB Partnerships and National Park Authorities.
- Encourage delivery of shared objectives, best practice.
- Lead on development of capacity building for fund raising among AONB Partnerships.

Benefits for AONB Partnerships will be:

- Closer relationship with Defra with increased opportunities to input to policy development affecting AONBs.
- Greater Ministerial engagement with AONB Partnerships.
- Better join-up with other protected landscapes.
- Increased local 'ownership' of delivery of AONB purpose.
- Multi-year funding aligned to Spending Review period
- Defra provision of additional influence to maintain/secure local authority input and support

Measures of success:

Transition to new sponsorship arrangements is implemented smoothly with minimal disruption to AONB Partnership functioning, including:

3-4 year indicative allocations and single pot funding approach continued;

Grant payments are made to schedule (from April 2011);

AONB Partnerships, local authorities and funding partners are clear about where responsibilities lie (by April 2011); and

The new relationship is bedded in and working effectively across Defra, Natural England and the NAAONB (by April 2011).

Existing sponsorship arrangements are reviewed and any new arrangements are implemented in a way which maximises value for money and the efficiency and effectiveness of sponsorship delivery, including:

AONB grant funding formula is reviewed in consultation with Partnerships. Any changes agreed (by April 2013) and successfully implemented (by April 2014);

Sponsorship models reviewed including scope for possible synergies with sponsorship of National Park Authorities explored. Any changes agreed (by April 2013) and successfully implemented (by April 2014).

There is a clear understanding of government strategic aims for AONBs and the collective effectiveness of AONB Partnerships as a national network, providing improved outcomes including:

Environmental outcome monitoring, linked to management plan objectives, developed and adopted as a measure of environmental change within AONBs (by April 2013);

AONB Partnerships continue to work together as a coherent collective where a national collaborative approach to delivering their purpose is appropriate. Examples of good practice shared and joint projects developed, including with National Park Authorities where relevant.

AONB Partnerships' capacity to deliver their purpose(s) further developed (by April 2014), including:

AONBs are more independent in deciding how to achieve the objectives of their management plans;

AONB communities are increasingly empowered and engaged in locally relevant decisions and action;

AONBs capacity for leveraging in new sources of funding encouraged and supported. Examples of good practice shared.

Background

14% of England is designated as Areas of Outstanding Natural Beauty (AONBs). The purpose of designation is to conserve and enhance the natural beauty of the area. Of equivalent status to National Parks for their outstanding landscape qualities, AONBs bring great benefits to the nation, from conserving and enhancing the landscape and biodiversity and providing opportunities for public enjoyment, to supporting the rural economy and delivering environmental goods and services.

34 separate AONBs have been designated, each with their own governance and management structures, tailored to local circumstances. The majority of AONBs are managed as AONB Partnerships within a local government context. Two (Chilterns and Cotswolds) are managed through Conservation Boards established as independent organisations. The Boards have two purposes: to conserve and enhance the natural beauty of the area, and to increase the understanding and enjoyment of the AONB. They also have a duty to seek to foster the economic and social well-being of the local communities within the AONB. There are a few other variations in AONB governance and purposes.

Defra is the principal funder of AONB Partnerships and Conservation Boards in England. Natural England is a key statutory adviser in AONB Partnerships and Conservation Boards in England. The National Association for AONBs is an independent organisation that represents the interests of all AONBs.

Explanation of Terms Used

AONB means an area designated as an Area of Outstanding Natural Beauty

AONB Partnership includes any management Partnership, Conservation Board, Joint Advisory Committee or Joint Committee

New sponsorship arrangements from 1 April 2011 responsibility for funding and strategic oversight of AONBs and of the NAAONB will pass from Natural England to Defra. Natural England will continue to provide technical support and advice to AONBs at the local level. As part of the new arrangements Defra has said it will review the formula currently used by Natural England to set grant offers

Management Plan means the AONB management plan that the Conservation Board or relevant local authority has a statutory duty under S89 of the CROW Act to produce and review in relation to any AONBs in their area

Annual Business Plan means the AONB business plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question


Signed on behalf of Defra

A handwritten signature in black ink, appearing to read 'Tanya Arkle', with a long horizontal stroke above the name.

Tanya Arkle

Deputy Director Landscape and Outdoor Recreation Programme

Signed on behalf of Natural England

A handwritten signature in blue ink, appearing to read 'Helen Phillips'.

Chief Executive

Signed on behalf of NAAONB

A handwritten signature in black ink, appearing to read 'Peter Stenard'.

Chairman

Annex 2: Advice on Defra funding to AONBs through a single pot arrangement:

Background

The tri-partite memorandum of understanding between Defra, Natural England and the National Association for AONBs (NAAONB) sets out the basis for a new working relationship between the three parties from April 2011, when responsibility for funding of AONBs transferred from Natural England to Defra. The tri-partite agreement underpins the new funding arrangements between Defra and AONB Partnerships.

Natural England's recent approach to single pot funding has been welcomed by AONB Partnerships. The tri-partite agreement recognises this success, and includes a commitment to a similar funding approach by Defra. The agreement signals Defra's intention to continue to provide 3-4 year indicative grant allocations, and to continuing the single pot approach, providing for flexibility in spending decisions for AONB Partnerships. This approach will aid medium term planning and budgeting and should deliver improved outcomes for the natural environment, including people's enjoyment and understanding.

Purpose of the Single Pot

The single pot gives AONBs greater flexibility to use their funding from Defra to best effect, to meet local circumstances and such that each Partnership is more independent in making spending decisions. It brings together into one funding stream the three strands of funding:

- core functions
- projects
- the Sustainable Development Fund

AONB partnerships and Conservation Boards will need to decide how they wish to allocate the funding contribution they receive from Defra across these three strands, and at what percentage. Defra will however expect AONBs to address core functions, project work and SDF activity, making best use of all available funding sources in producing a programme of work.

Guidance on how to do this is set out below:

1. Core Functions

Core Functions are critical to the successful operation of AONB Partnerships and Conservation Boards. Within core functions it is to be expected that staffing and associated overheads should merit particular protection. As set out in the Defra grant offer letter the grant offer includes a maximum contribution to core funding of 75% and is conditional on AONB Partnerships securing match funding of a further 25% of core funding from other sources (the respective figures for Conservation Boards are 80% and 20%). It is hoped and expected that Local Authority partner contributions to all Core Functions continue at a minimum of 25% (20%), or even at the same levels that have previously

been invested. If Local Authority partners contribute more, then the “surplus” Defra funding may be used for other AONB work. Similarly non local authority partners may contribute and if external funding can be used to support core functions then this could also release money for other activity.

In exceptional circumstances there may be core function items which merit special funding arrangements where Defra funding could be applied at 100%.

Core Functions are defined in the defra MoA and as such provide guidance on minimum standards to allow successful operation of an AONB unit and the delivery of the AONB Management Plan.

2. Project Funding

AONB Partnerships and Conservation Boards are free to determine how they use resources to deliver projects. If 100% AONB project funding is the only way to achieve the desired outcome, this is for the Partnerships to decide in developing their programme.

Defra believes that delivery of AONB Management Plan objectives is generally greater and more sustainable if undertaken in partnership, particularly for large scale or landscape scale projects. It therefore encourages all AONB Partnerships and Conservation Boards to use their project funding to help lever in additional resources.

The ability and willingness of partners to contribute to projects will be variable from partner to partner and from year to year. It is recognised staffing costs can be met by project funding.

3. Sustainable Development Fund (SDF)

The SDF was established as a Ministerial initiative and has political support. Defra believes the previous success of SDF will ensure its continuation in a meaningful way without the need to impose minimum levels of spending, which would go against the ethos of an interdependent and trusting relationship with AONB Partnerships.

Individual SDF initiatives will be identified as part of an AONB’s programme of work. SDF will remain as a visible funding stream in the AONB family and should continue to be recorded and good practice registered to inform Defra and key partners.

There are opportunities to use SDF to add value by encouraging greater uptake of innovative, often community-based, projects. The SDF programme has associated guidance prepared by Natural England which steers the kinds of projects to be developed. This guidance was revised in 2009 to place greater emphasis on encouraging innovation and risk-taking, as well as meeting AONB Management Plan objectives. These risk and innovation elements help clarify the distinction between SDF and other funding streams. Innovative SDF projects should be assessed from local, regional and national perspectives.

Operation of the Single Pot

Defra will inform AONB Partnerships of their indicative individual annual grant. Partnerships will then propose in their application form (and associated Business Plans / Management Plan delivery) how they wish to allocate the funds between the three broad strands of core, project and SDF funding programme. Subject to agreement, Defra will then provide its funding through a contribution letter.

Mid-year changes in the budget and programme are to be expected. Providing these are approved by the Partnerships or are insignificant, there is no need for additional in year approval, from Defra.

Annex 3: Defra Grant Settlement (2022-25) - Lincolnshire Wolds AONB (see attached pdf)



Lincolnshire Wolds
AONB - 2022-25 Defr