

EAST LINDSEY DISTRICT COUNCIL EXECUTIVE DECISION NOTICE

1. Decision to be taken: That the consultation responses on the Main Modifications of the Local Plan can be sent off to the Planning Inspectors for final consideration ahead of the production of their final report.

2. This is a:

PORTFOLIO HOLDER SUPPORTED OFFICER DECISION

Note: This form should not to be used for Key Decisions

3. The following is the decision making body or person:

OFFICER **Kay Turton – Senior Planning Policy Officer**

4. Financial implications from this decision have been communicated to the Portfolio Holder for Finance and the Leader? **N/A**

5. The decision was taken on:

6. Contact Officer and details: **Kay Turton Senior Planning Policy Officer – 01507 613143, kay.turton@e-lindsey.ov.uk**

7. List of documents submitted for consideration in relation to the matter in respect of which the decision is to be made :

**Lincolnshire Wolds Area of Outstanding Natural Beauty
Memorandum of Agreement 2018**

8. Where the documents are held and where they can be obtained from (except exempt items) when they become available: **The final document, once signed by all signatories, will be held by the Wolds Countryside Service.**

9. The reason for the decision and other alternative options considered and rejected:

The Council is a funding partner of the Lincolnshire Wolds Area of Outstanding Natural Beauty (AONB) Partnership. The Memorandum of Agreement (MoA) confirms the Council's continued funding over the next two years and sets out the terms of that funding. The current MoA Expires on 31st March 2018 and the new MoA requires signature before the expiration of the current agreement.

10. Declaration of any conflicts of interest of the decision making body or the individual: **No**


11. Provide a note of any subsequent dispensations granted by the Head of Paid service: **N/A**

Financial Implications of this Decision:- The Council's ongoing financial contribution to the Partnership remains at the same level as previous years.

Estimated cost:- £17,750


Funded from:- Planning Policy Budget

Signed: (Head of Paid Service/S151 Officer (or person presiding at the Executive Board where appropriate))


Name: _____


Date: _____

Signed: (Officer)


Kay Turton Senior Policy Officer
Name: _____

Date: 15th March 2018

Signed: (Portfolio Holder if applicable)


Name: Tom Ashpov

Date: 22/03/18

THIS MEMORANDUM OF AGREEMENT is made the 1st day of April 2018

BETWEEN

(1)

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

(2) **EAST LINDSEY DISTRICT COUNCIL** 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 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 medium term security for the funding of an AONB programme over a two year period.

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 two years to include year's 2018/19 and 2019/20

“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 2018 and shall terminate on 31st March 2020 (“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

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

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

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 two 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 two 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;

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;

a Partnership budget to be used for 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 2018-19 and 2019-20 levels have been set as detailed in the offer letter (see Annex 3) . 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, and 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. Year 2019/20 is indicative and the Local Authority Funding Partners shall confirm their contributions for each financial year by the 1st December of the previous Financial Year.

<u>Organisation</u>	<u>FY 2018/19</u>	<u>FY 2019/20</u>	<u>FY2020/21</u>
Lincolnshire County Council (LCC)	£30,920	£30,920	TBC
East Lindsey District Council (ELDC)	£17,750	£17,750	TBC
West Lindsey District Council (WLDC)	£17,830	£17,830	TBC
North East Lincolnshire Council (NELC)	£3,850	£3,850	TBC

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 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.

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 - Paul Chaplin.

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 (check still current?). 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 2018.

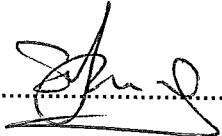
Lincolnshire County Council

Signed

Date

Position on behalf of

East Lindsey District Council

Signed 

Date 29/3/18

Position CHIEF EXECUTIVE 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)
Ruth Craig	Project Officer - Lincolnshire Chalk Streams (full-time)
William Bartle	Monitoring Officer - Lincolnshire Chalk Streams (full-time)

Additional AONB Partnership Staff hosted within LWCS offices

Natalie Lunt	Lincolnshire Wolds Walking Festival Project Officer
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PART 2 - STAFF UNIT FUNCTIONS

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

Stephen Jack Lincolnshire Wolds Countryside Service Manager	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.
Helen Gamble Project Officer	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 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.
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 (2014-19). 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 of public events to help raise awareness of the chalk stream resource.
Claire Harrison Administration and Technical Assistant	Claire provides 30 hours/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 activities, including smart use of relevant social media.

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, and not to exceed £1,500 per annum, 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
The Conservation Volunteers - TCV