

CABINET



URN: 23-095

Report Title : Norfolk Coast Partnership Memorandum of Agreement

Report to: Cabinet

Date of meeting : 25 July 2023

Responsible Cabinet Member: Cllr Bensly, Portfolio Holder for Tourism, Culture and Coastal

Responsible Director / Officer : Natasha Hayes (Executive Director - Place) / Nick Fountain (Principal Strategic Planner)

Is this a Key decision ? No

Date added to Forward Plan of Key Decisions if a Key Decision: N/A

EXECUTIVE SUMMARY / INTRODUCTION FROM CABINET MEMBER

The Norfolk Coast Partnership is an 'outside body' partnership comprising officer and local councillor membership from the Norfolk coast local authorities to manage the Norfolk Coast Area of Outstanding Natural Beauty (AONB). The partnership is a longstanding commitment which requires a relatively small contribution based on the size of the AONB area and crucially it meets the Borough Council's legislative requirements to manage the AONB. A revised Memorandum of Agreement (MoA) has been prepared setting out the roles, responsibilities and increased contributions of the partnership. It has been requested that each Norfolk coast local authority signs up to the agreement.

RECOMMENDATIONS :

That Cabinet :

Endorses the content of the Norfolk Coast Partnership Memorandum of Agreement and authorises the director as signatory

1. Introduction

- 1.1. The Norfolk Coast Partnership is an 'outside body' partnership comprising officer and local councillor membership from each of the local authorities within the Norfolk Coast Area of Outstanding Natural Beauty (AONB). The AONB is a statutory designation under section 82 of the Countryside and Rights of Way Act 2000 (CROW Act) for the purpose of conserving and enhancing the natural beauty qualities of that area. Within the Borough, the AONB forms a small part of the northern tip of the Borough in Winterton and Somerton.
- 1.2. The Partnership has recently updated its Memorandum of Agreement (MoA) which sets out the roles, responsibilities and structure of the body. In addition to this, the Partnership has increased the contributions of local authorities to match the increasing contribution of Defra

(which supports 75% of the funding). GYBC is a longstanding partner within the Norfolk Coast Partnership and the MoA would confirm the continuation of this role.

2. Work to Date / Proposal

- 2.1. As a signatory to the MoA, GYBC would have member and officer membership in the Core Management Group, the role of which is to provide the overall direction of Partnership work, such as ensuring that the legal obligations are met. In January 2023, the Environment Committee endorsed an updated Management Plan (2019 - 2024) for the Norfolk AONB.
- 2.2. The MoA has recently been updated and requires sign off on behalf of GYBC. The main changes to the MoA relate to the funding sections. Defra's core grant covers 75% of the partnership funding, with the respective local authorities (Norfolk County Council, North Norfolk District Council, the Borough Council of Kings Lynn & West Norfolk and GYBC) contributing the final 25%. The split between the authorities is based on the respective size of AONB within each authority boundary. On this basis, GYBC contributes a small amount, representing only 2% of the Norfolk Coast AONB.

3. Financial Implications

- 3.1. The GYBC contribution has increased from £953 to £1,369.67 which is an uplift of £416.67. The other partnering authorities are subject to higher increases in accordance with their respective AONB areas. The budget will need to be increased for following years to ensure that this cost can be met.

4. Risk & Legal Implications

- 4.1. There is a legal responsibility to manage the AONB area within GYBC. The Norfolk Coast Partnership offers an effective and efficient way to manage the area strategically across the Norfolk coast. There is a risk that by not signing the MoA as a partner authority, the AONB will not be managed effectively, falling short of statutory requirements.

5. Conclusion

- 5.1 The recommendation is that Cabinet endorses the content of the Norfolk Coast Partnership Memorandum of Agreement and authorises the director as signatory.

6. Background Papers

Appendix 1 - Norfolk Coast Partnership MoA (attached)

Areas of consideration: e.g. does this report raise any of the following issues and if so how have these been considered/mitigated against?

Consultations	Comment
Monitoring Officer Consultation:	Recommended Cabinet decision
Section 151 Officer Consultation:	N/A (Note Section 3)

Existing Council Policies:	Local Plan Core Strategy & Local Plan Part 2
Equality Issues/EQIA assessment:	N/A



NORFOLK COAST

AREA OF OUTSTANDING NATURAL BEAUTY

NORFOLK COAST PARTNERSHIP

MEMORANDUM OF AGREEMENT

BETWEEN

LOCAL AUTHORITY FUNDING PARTNERS

2021-26

(Revised January 2023)

THIS MEMORANDUM OF AGREEMENT is made between:

- (1) **Norfolk County Council** (“Host Authority”), County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH
- (2) **North Norfolk District Council**, Council Offices, Holt Road, Cromer, Norfolk NR27 9EN
- (3) **Borough Council of King’s Lynn and West Norfolk**, King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX
- (4) **Great Yarmouth Borough Council**, Town Hall, Hall Plain, Great Yarmouth, Norfolk NR30 2QF

(“the Parties”)

The Agreement runs from April 2021 to March 2026

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.

This Agreement also sets out a shared vision for and commitment to AONB management by all Parties to the Agreement, outlining the expectations on all Parties to achieve this vision.

This Agreement was updated in January 2023 when increased AONB core funding was formally confirmed by Defra, via a grant offer letter. Changes to the document reflect the impact of this uplift on the AONB Partnership financial arrangements.

Further alterations to this Agreement reflect updates to governance structures recommended by Partnership review (completed in March 2022) and agreed by the Core Management Group.



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 AONB Partnership comprising of the organisations listed in Schedule 1
“Funding Partners”	means the following Local Authority Funding Partners namely Norfolk County Council, North Norfolk District Council, the Borough Council of King’s Lynn and West Norfolk and Great Yarmouth Borough Council
“Non-Funding Partners”	means the organisations listed in Schedule 1
“the Term”	means the term of this agreement
“Eligible Costs”	means those costs relating to the functions of the Core Staff Team agreed between Defra and the Host Authority as eligible for Defra funding contribution
“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. This is also known as the annual Action Plan
“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

- 1.2 In this Agreement where the context requires:
- 1.2.1 the masculine gender includes the feminine and the neutral and the singular includes the plural and vice versa;
 - 1.2.2 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;
 - 1.2.3 a reference to a person shall include a reference to any individual, company, or other legal entity;
 - 1.2.4 references to clauses and Schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;
 - 1.2.5 headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement.

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

1.4 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 to 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.

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
- 2.1.2 the statutory requirement to produce Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes
- 2.1.3 security of funding and flexibility of funding for AONBs will deliver better outcomes.
- 2.1.4 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 Landscapes network

3. Duration

This Agreement will run for the Term unless terminated earlier in accordance with the provisions of clause 10 or alternatively may be extended for a further Term with the written agreement of the Parties.

4. Partnership Roles, Responsibilities and Structure

4.1 The Partnership

4.1.1 The Partnership was formed in September 1991.

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. 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 Schedule 2.
- 4.2.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1.
- 4.2.3 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.
- 4.2.4 A degree of independence for the Partnership from the Host Authority and Local Authorities 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 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 9.
- 4.4.2 working with the Host Authority and other organisations as appropriate in relation to the management of the AONB.
- 4.4.3 providing lead officer and elected member contacts, as appropriate to their roles within the authority, who will be involved in the management of 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 and the Partnership to society and our natural environment
- 4.5 Non-Funding Partners
The Non-Funding Partners will be requested to assist the Host Authority 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.
- 5. Employment of a Staff Unit**
- 5.1 An AONB Staff Unit capable of performing the core functions set out in Schedule 2 will be maintained by the Host Authority.
- 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 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 be employed on behalf of the Partnership to take forward the Annual Business Plan and Management Plan.
- 5.3.2 AONB staff will report to the AONB Manager and will work to a programme agreed by the Partnership against which progress will be monitored.

6. Redundancy

- 6.1 Any redundancy payments legally due to AONB Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met from Partnership reserves, in which a sum sufficient to meet such eventualities will be maintained.
- 6.3 The Host Authority will use all reasonable endeavours to redeploy the post holder internally and to the extent that is legally and practicably able to do so with other Funding Partners, prior to making the post holder redundant.

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 clause 9.
- 7.2 The details of the budget will be agreed annually by the Partnership's Funding Partners through their representatives on the Partnership and an appropriate grant application submitted to Defra.
- 7.3 The Host Authority will be responsible for submitting an annual AONB financial contribution application to Defra in accordance with any guidance and deadlines issued by Defra and will act as Grant Recipient.
- 7.4 The Host Authority will be responsible for submitting claims for in accordance with guidance issued by Defra.
- 7.5 The Local Authority Funding Partners will commit to providing funding and make annual contributions as set out in clause 9

8. Defra Funding

- 8.1 Defra agrees a funding contribution towards Eligible Costs for each financial year, agreed through a contract with the Host Authority.
- 8.2 Defra may at their discretion agree a multi-year funding contribution.

9. The Local Authority Funding Partners' Funding

- 9.1 The Local Authority Funding Partners will contribute to the Eligible Costs to enable operation of a viable Core Staff team to perform the core functions.
- 9.2 The Local Authority Funding Partners contribution (including the Host Authority) will equal at least 25% of Eligible Costs for core functions in any one year. The contribution will be paid to the Host Authority by the end of May in each year and will be divided as follows:
Norfolk County Council 48%
North Norfolk District Council 25%

Borough Council of King's Lynn and West Norfolk 25%
Great Yarmouth Borough Council (2%)

- 9.3 The Defra core grant for 2021-22 is £158,878. The Local Authority Funding Partners core funding contributions in financial year 2021-22 will be:
Norfolk County Council £28,064.00
North Norfolk District Council £14,032.00
Borough Council of Kings Lynn & West Norfolk £14,032.00
Great Yarmouth Borough Council £953.00
- 9.4 The Defra core grant for 2022-23 is £182,164.57 with supplementary funding of £23,286.57. This gives a total of £205,451.14. The Local Authority Funding Partners core funding contributions in financial year 2022-23 will be:
Norfolk County Council £32,872.09
North Norfolk District Council £17,121.88
Borough Council of Kings Lynn & West Norfolk £17,120.88
Great Yarmouth Borough Council £1,369.67
- 9.5 The *indicative* Defra core grant for 2023-24 is £182,164.57 with supplementary funding of £23,286.57. This gives a total of £205,451.14. The Local Authority Funding Partners core funding contributions in financial year 2023-24 will be:
Norfolk County Council £32,872.09
North Norfolk District Council £17,121.88
Borough Council of Kings Lynn & West Norfolk £17,120.88
Great Yarmouth Borough Council £1,369.67
- 9.6 The *indicative* Defra core grant for 2024-25 is £182,164.57 with supplementary funding of £23,286.57. This gives a total of £205,451.14. The Local Authority Funding Partners core funding contributions in financial year 2024-25 will be:
Norfolk County Council £32,872.18
North Norfolk District Council £17,120.93
Borough Council of Kings Lynn & West Norfolk £17,120.93
Great Yarmouth Borough Council £1,369.67
- 9.7 The Local Authority Funding Partners will endeavour to maintain these levels of funding in subsequent years of the agreement with an inflationary increase each year, including through communication by partner representatives within their authority of the importance of statutory duties relating to the CRoW Act, the 'gearing' of their funding in relation to other core funding and the ability of the staff team to generate additional funding.
- 9.8 If a reduction in funding contribution from one partner in a future financial year is unavoidable, that partner will notify the other partners as far in advance as possible. The partners, through their representatives, will agree how to manage this reduction while maintaining core functions.
- 9.9 At the end of the funding period, the Local Authority Funding Partners may agree to extend this agreement for up to a further three years.

10. Termination

- 10.1 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 to the other Parties, setting out the reasons for termination and how it intends to meet its statutory duties under the CRoW Act, terminate its participation in this

Agreement. A review of the viability of the continuation of the Partnership will be carried out by the remaining Parties.

- 10.2 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 8 or 9 for the financial year in which they serve notice of their withdrawal.

- 10.3 The Local Authority Funding Partners and Defra 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.
- 10.4 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 current contributions.

11. Jurisdiction

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.

12. Reconciliation of Disagreement

- 12.1 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:
- 12.2 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;
- 12.3 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;
- 12.4 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.

13. Information

- 13.1 The Parties are subject to the requirements of the latest Freedom of Information ("FOI") and Environmental Information ("EIR") legislation and they shall assist and co-operate with the other Parties as necessary to comply with these requirements.
- 13.2 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.
- 13.3 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.
- 13.4 All Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the latest Data Protection and Human Rights legislation.
- 14. Variation and Waiver**
- 14.1 Any significant variation of this Agreement shall be agreed in writing on behalf of each of the Parties.
- 14.2 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.
- 15. Contracts (Rights of Third Parties) Act 1999**
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.
- 16. Insurance**
The Parties shall insure and maintain their own insurance against Employer and Public Liability. The Host Authority shall insure and maintain insurance against Employer and Public Liability, to the value of £5,000,000, for the Staff Unit and other persons employed by them, pursuant to this Memorandum of Agreement.

SCHEDULE 1

Partnership Membership, Structure and Operation, Terms of Reference

1. Partner organisations

- 1.1 Each Partner organisation is asked to:
- appoint a representative to the Partnership who can communicate within and influence his or her own organisation's policies and actions
 - agree that its representative on the Partnership should work to promote the overall interests of the AONB and not just the interest of their own organisation
 - demonstrate how any legal duty to have regard to the AONB when carrying out its own functions has been met
 - undertake and/or coordinate activities agreed through action plans arising from the AONB Management Plan within their organisation
 - take information back from the CMG, Strategy Group and/or Partnership Forum and promote it within their own organisation. encourage their own organisation to co-ordinate its policies and actions with the AONB Management Plan and action plans.

2. Core Management Group (CMG)

2.1 Membership

- 2.1.1 The Core Management Group is composed of the Funding Partners which have statutory responsibilities for preparing the AONB's Management Plan as follows:
- Norfolk County Council
 - North Norfolk District Council
 - King's Lynn and West Norfolk Borough Council
 - Great Yarmouth Borough Council
 - Natural England.
- 2.1.2 Core Management Group Membership is allocated as follows:
- two elected members of the Norfolk County Council;
 - one elected member of North Norfolk District Council
 - one elected member of King's Lynn & West Norfolk Borough Council
 - one elected member of Great Yarmouth Borough Council
 - one representative of Natural England.
- 2.1.3 The Funding Partners will appoint or confirm their representatives on the CMG and substitutes for these representatives annually, on the basis of the appointees' interest and knowledge of the AONB and their ability to promote the interests of the AONB and co ordination of policy and management within their partner organisations.
- 2.1.4 The CMG will receive administrative and implementation support from the AONB Staff Team and officers of the Funding Partners.
- 2.1.5 Where two or more bodies on the CMG are amalgamated through reorganisation, the number of representatives and voting rights will be discussed and agreed between the revised group of organisations.

2.2 Terms of reference

- 2.2.1 The role of the CMG is to:
- consider all statutory issues affecting the AONB Management Plan, referring matters as necessary to the constituent local authorities and other agencies for information or decision
 - endorse the final version of the Management Plan for recommendation for adoption to the constituent local authorities (who are legally responsible for this under CRoW)
 - consider all aspects of policy relating to the AONB including those stemming from national, regional and local initiatives. In considering policy, the CMG will take full

account of the views of the AONB Strategy Group, Task and Finish Groups and the wider Partnership.

- d. represent and promote the interests of the AONB within the Funding Partner organisations through its constituent members, taking particular account of the legal obligation (CRoW Act, section 85) of all these organisations to have regard to the purpose of conserving and enhancing the natural beauty of the AONB when performing their functions
- e. determine all funding issues relating to the Staff Team and the AONB
- f. determine all staffing issues and work programmes relating to the AONB
- g. determine grant applications for funding made by the AONB.
- h. provide overall direction to the work of the AONB Officer and Staff Team, supported by the line management arrangements of the Host Authority.

- 2.2.2 The CMG will be chaired by a local authority member, elected annually by the CMG members at the first meeting of each financial year. The CMG may also elect a Vice-Chair. The CMG will meet at least three times a year. The CMG may agree to Invite wider organisations to meetings of the CMG when matters on the agenda warrant it.
- 2.2.3 Decisions by the CMG will normally be by consensus; should this not be possible a majority decision will be taken. Each member of the CMG (or their substitute) will be entitled to one vote.
- 2.2.4 The CMG will subscribe to membership of the National Association for AONBs and will decide who, if anyone, it wishes to nominate and/or otherwise support in election to the Executive Committee of the Association.
- 2.2.5 Officers of the funding authorities and the Staff Team will meet as necessary to agree advice to be given to the CMG, Strategy Group and/or wider Partnership.
- 2.2.6 All CMG meetings will be minuted, with decisions, actions and outputs clearly identified. Minutes will be provided to officers of the CMG member authorities for reporting back to the appropriate level of the parent body.

3. Strategy Group

3.1 Membership

- 3.1.1 The Strategy Group is composed of Partners which have a strong interest in the preparation and delivery of the AONB Management Plan. Membership should be representative of a wide range of different stakeholders. These could include but not be limited to:
 - a. CMG/Funding Partners (members and officers)
 - b. Broads Authority
 - c. Wash and North Norfolk Marine Partnership
 - d. Norfolk/National Trails
 - e. Marine Management Organisation
 - f. Environment Agency
 - g. RSPB
 - h. National Trust
 - i. Norfolk Wildlife Trust
 - j. Norfolk Rivers Trust
 - k. Destination Management Organisations (DMOs)
 - l. Landowners, land managers, farm clusters
 - m. community groups
 - n. Very Small Enterprises (VSEs) and Small Medium Enterprises (SMEs).
- 3.1.2 Strategy Group membership is not limited to one individual from each organisation. The number of individuals representing one organisation may be capped to ensure effective management and operation of the Group. Representation appropriate to the topic under discussion should be proactively sought where possible.

3.2 Terms of reference

3.2.1 The role of the Strategy Group is to:

- a. provide expert advice to the CMG on matters related to the preparation and delivery of the AONB Management Plan.
- b. consider aspects of policy and issues relating to the AONB including those stemming from national, regional and local initiatives, and develop policies and best practice for management of the AONB
- c. provide information and advice on issues to the Core Funding Partners, via the CMG
- d. work with the AONB staff team to co-develop and co-deliver grant funding applications

3.2.2 The Strategy Group will be chaired by the CMG Chair and supported the AONB Staff Team. The Strategy Group will meet at least three times a year.

4. Task and Finish Groups

- 4.1 Groups will be set up only when needed, as advised by the Strategy Group and approved by the CMG.
- 4.2 Each Group will have an agreed remit and timescale, set out in a terms of reference.
- 4.3 Group membership should be informed by the remit and is not limited to members of the CMG or Strategy Group.
- 4.4 Each Group will be chaired by a member of the AONB Staff Team who will ensure that membership and available expertise is fit for purpose.
- 4.5 Each Group will submit progress reports in writing to the Strategy Group and CMG at least twice a year at appropriate intervals.

5. Partnership Forum

5.1 The role of the Partnership Forum is to:

- a. promote partnership working for the overall benefit of the AONB through exchange of information on issues relevant to the AONB through a wide network of contacts
- b. contribute to the preparation and delivery of the AONB Management Plan
- c. contribute to development and monitoring of an annual AONB action plan
- d. work with the AONB staff team to co-develop and co-deliver grant funding applications.

5.2 The Partnership Forum will consist of representatives of organisations or interests that have a role in developing and implementing statutory and non-statutory plans and policies that affect the AONB and/or have a role in management of land in the AONB, plus representatives of the local communities. Membership will be managed by the AONB Staff Team based on advice from the Strategy Group and CMG.

5.3 A Partnership Forum will be held at least once every year and will be delivered by the AONB Staff Team.

5.4 The Partnership Forum will be chaired by the AONB Chair and/or Vice Chair.

6. Community Champions

6.1 Five Community Champions will be appointed to represent local interests within the Partnership.

5.2 The opportunity to be a Community Champion will be widely advertised, aiming to reach

people of all ages, abilities and backgrounds. Each nominee will be required to submit a short application which outlines their interest in working with the Partnership. This can be in written or video format. The AONB Staff Team will be available to offer support through the application process should this be required.

- 5.3 Applications will initially be sifted by the AONB Staff Team with a shortlist put forward to the Strategy Group and CMG for review. On reviewing applications and selecting Community Champions, the Strategy Group and CMG will consider the AONB's commitment to diversity and inclusion.
- 5.4 The role of Community Champions will include:
- a. bring local perspectives and knowledge to the Strategy Group, Partnership Forum and other relevant meetings and workshops as required.
 - b. improve two-way communication between the Partnership and local communities
 - c. be an advocate for the work of the Partnership and encourage other people to get involved
 - d. help steer and take forward the objectives and policies which form the AONB Management Plan
- 5.5 The role of Community Champion is voluntary. However Community Champions will be supported to participate in Partnership activities through provision of travel and subsistence funding. Where relevant, the Partnership may also provide training to support a diverse range of people to be able to effectively engage with the Partnership.

SCHEDULE 2

Staff Unit Core Functions

1. Management Plan

- 1.1 Developing reviewing, preparing and publishing the AONB vision and the Management Plan on behalf of the local authority partners
- 1.2 Initiating and leading actions to implement the Management Plan
- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing additional 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 Raising awareness of the AONB's qualities of natural beauty and their conservation and enhancement, the work of the AONB Partnership, and sustainable use and enjoyment of the area
- 2.2 Advising Local Authorities and other partners on their activities within AONBs, to encourage them to attain the highest possible standards in AONBs
- 2.3 Providing advice on conservation and enhancement of natural beauty in the AONB in relation to plans and proposals affecting the area, in conjunction with other organisations as appropriate
- 2.4 Working with and contributing to the NAAONB financial support and activities, sharing advice and best practice nationally and regionally.
- 2.5 Contribute to and support activity between AONBs and protected landscapes nationally and internationally to strengthen their status individually and collectively.

3. MONITORING

- 3.1 To monitor and report on progress against Management Plans and Annual Business Plans to the Partnership and public.
- 3.2 To coordinate and disseminate information on monitoring of the condition of the AONB and provide monitoring information to partner and other organisations as appropriate

Eligible Costs for core functions

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;
- 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;
- ix. a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;
- x. costs of establishing and running the AONB partnership;
- xi. costs associated with the production of the Management Plan;
- xii. advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs;
- xiii. other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2

Norfolk Coast Partnership

**Memorandum of Agreement between Funding Partners 2021-26
Norfolk County Council (Host Authority)**

Signed:

Date:

Name and Position: John Jones, Environment Manager on behalf of Norfolk County Council

North Norfolk District Council

Signed:Date: 19.06.2023

Name and Position: Mark Ashwell, Planning Policy Manager on behalf of North Norfolk District Council

Borough Council of King's Lynn and West Norfolk

Signed:

Date:

Name and Position: Alan Gomm, Planning Policy Manager on behalf of the Borough Council of King's Lynn and West Norfolk

Great Yarmouth Borough Council

Signed:

Date:

Name and Position: Natasha Hayes, Executive Director – Place, on behalf of Great Yarmouth Borough Council