



MEMORANDUM OF AGREEMENT

**THE CHILTERN CONSERVATION BOARD,
NATURAL ENGLAND AND ALL THE LOCAL
AUTHORITIES IN THE CHILTERN AONB.
2007- 2013**

Bedfordshire County Council
Buckinghamshire County Council
Hertfordshire County Council
Oxfordshire County Council
Aylesbury Vale District Council
Chiltern District Council
Dacorum Borough Council
Luton Borough Council
Mid Bedfordshire District Council
North Hertfordshire District Council
South Bedfordshire District Council
South Buckinghamshire District Council
South Oxfordshire District Council
Three Rivers District Council
Wycombe District Council

**FUNDING AGREEMENT (Memorandum of Agreement) BETWEEN THE CHILTERN
CONSERVATION BOARD, NATURAL ENGLAND AND ALL THE LOCAL AUTHORITIES
IN THE CHILTERN AONB FOR 2007 - 2013**

Background

1. This agreement is between the Chilterns Conservation Board, the fifteen local authorities (Table 1) that are entitled to nominate a member to the Chilterns Conservation Board and Natural England Agency. This agreement is effective from April 2007 and will run for an initial period of 6 years, but will be reviewed at a 3 year interval. Subject to a satisfactory review involving all partners, this agreement will be extended for a further 6 year period. The 3 year review and agreement extension process will be repeated for future years thereby creating a 'rolling' 3 year agreement.

Table 1

Authority
Bedfordshire County Council
Buckinghamshire County Council
Hertfordshire County Council
Oxfordshire County Council
Aylesbury Vale District Council
Chiltern District Council
Dacorum Borough Council
Luton Borough Council
Mid Bedfordshire District Council
North Hertfordshire District Council
South Bedfordshire District Council
South Buckinghamshire District Council
South Oxfordshire District Council
Three Rivers District Council
Wycombe District Council

2. This agreement supersedes all previous funding memoranda produced by the Countryside Agency.
3. This funding agreement (MoA) and its approval by all the Local Authority partners (who are entitled to nominate a member to the Chilterns Conservation Board), is a condition of the Natural England core funding arrangement which allows the Chilterns Conservation Board to bid for a maximum of 80% grant aid support for core costs.
4. If local government re-organisation affects any of the local authorities, the funding contribution provided by the newly formed authorities will equal that previously provided by the councils which form the new authorities.

Description of Partnership / Activities of partnership / Employment of Staff / Administrative arrangements

5. A full description of the Conservation Board is provided by the following:
 - Countryside and Rights of Way Act 2000 (Part IV)
 - Establishment Order (July 2004)
 - Business Plan (2007-08)

- CCB Standing Orders and Regulations
6. The following core functions will be carried out by the CCB:
- i) Developing a vision and strategy for AONB management.
 - ii) Preparing an AONB management plan as required by the CROW Act 2000.
 - iii) Promoting the vision and strategy for the AONB.
 - iv) Implementing, and co-ordinating the implementation by others of the management plan.
 - v) Co-ordinating and advising on local authority services in the AONB.
 - vi) Monitoring and reporting on progress against management plan targets.
 - vii) Accessing resources for undertaking management activities, including external financing, project development and proposals, and providing matching funding for special projects
 - viii) Securing advice from, and liaising with other AONBs individually and nationally.
 - ix) Providing a management role to co-ordinate AONB protection.
 - x) Promoting the value of the AONB to the community.
 - xi) Developing an involvement by the community in the management of the AONB.
 - xii) Providing planning advice and related activities.
 - xiii) Seeking additional funds to assistance with the delivery of management activity.

Financial arrangements

7. The Board is subject to the Accounting and Audit Regulations 2003 and subsequent amendments in 2006. It will be audited on an annual basis by the Audit Commission.
8. The core costs of the Board and its core activities will be met directly by the Board, which will be responsible for the exercise of proper financial control and for collecting contributions from other funding bodies.
9. Eligible core costs will include:
 1. Recruitment costs including advertising.
 2. Travel and subsistence costs incurred by interview candidates and other recruitment costs such as relocation where payable.
 3. Accommodation (office rents and rates), IT, office equipment, insurance, health and safety.
 4. Core staff salaries, employer's national insurance, superannuation contributions.
 5. All payments made in relation to the Board's terms and conditions of employment.
 6. Training.
 7. Travel and subsistence expenses.
 8. Redundancy costs arising from a Board decision (to be met from the annual core funding contributions agreed by the local authorities and Natural England. Only in exceptional circumstances would the Board seek additional financial assistance.)
 9. A partnership budget to be used for promotion, information, monitoring the condition of the AONB and Management Plan delivery, and research.

10. External costs of establishing and operating the Chilterns Conservation Board.
 11. Costs associated with the review, monitoring and production of the AONB management plan.
 12. Other project and activities necessary to deliver functions listed in paragraph 7.
10. Natural England will fund the core costs incurred at up to 80% of actual expenditure. An annual bid in an agreed format will be submitted to Natural England by the Board. The bid will be based upon a business plan agreed by the Board and will comprise details of estimated costs and the annual work programme and outcomes to be delivered. Natural England will make a formal offer of grant to the Board by March 31st in each year. The value of the grant to core costs will be maintained with an annual inflationary allowance for the term of this agreement.
 11. Payment of grant for core costs will be paid quarterly in advance by Natural England in recognition of the potential cash flow implications of receiving grant payment in arrears. An annual reconciliation will be undertaken to ensure that any excess grant is identified and repaid or used as agreed.
 12. An application for grant aid for projects will be made by Jan 1st (or whichever date is set by the Natural England). A formal grant offer will be issued by no later than March 31st.
 13. Project grants will be paid in arrears. Interim payment will be considered to avoid cash flow difficulties.
 14. Grant applications and claims will be made by the Board's Finance Officer.
 15. Local Authority partners will contribute to core costs at the following levels (Table 2) in the first year 2007/08 and will be maintained with an annual inflationary allowance for the term of this agreement.
 16. Subject to agreement the core funding contribution of local authorities may be increased in line with the Business Plan and work programme.

Table 2

Authority	Amount
Buckinghamshire County Council	15,908
Oxfordshire County Council	14,234
Hertfordshire County Council	13,834
Bedfordshire County Council	12,450
Wycombe District Council	8,852
South Oxfordshire District Council	8,852
Chiltern District Council	8,852
Luton Borough Council	6,915
South Bedfordshire District Council	6,915
Dacorum Borough Council	6,915

Aylesbury Vale District Council	4,842
North Hertfordshire District Council	4,150
Mid Bedfordshire District Council	2,765
South Buckinghamshire District Council	2,792
Three Rivers District Council	2,765
Total	121,040

20. In the first year (April 1st 2007 - March 31st 2008) the total core budget will be £613,634 (excluding costs of reviewing the Management Plan). Natural England core grant aid applied for is £467,620 (76.2%). The budget was adopted by the CCB for 2007/08 on January 23rd 2007. **(this section to be finalised once NE grant offer is made.)**
21. In addition to annual core contributions, Local Authority contributions will be sought for projects which implement the AONB Management Plan. Future year's contributions will be agreed according to actual project costs and contributions from elsewhere, but in general partners will be expected to maintain contributions to ongoing projects at similar levels throughout the period of this agreement.
22. Contributions will continue to be sought for project costs from a variety of sponsors and partner organisations.
23. Any funds outstanding at the end of the financial year will be retained and added to the Board's reserves. Where these funds have any restriction placed on them this will be identified in the accounts. Otherwise the funds will be allocated to the general reserve.
24. During the year the Board may decide to use its general reserve for specific purposes. Usually this will be identified in the Business Plan and budget. Where it is not, the use of any reserves will need to be approved by the Board's Executive Committee.
25. The Board will prepare and circulate to the Natural England and all local authorities the following on an annual basis:
1. A draft budget for the following year for comment.
 2. A draft work programme for comment.
 3. A half and full year review of the work programme.
 4. A review of the Board's activities.
 5. A full copy of the audited annual accounts.
26. The Board will finalise its budget and work programme in the light of comments received from the Countryside Agency and local authorities.
27. Any person authorised by the Natural England shall be entitled at all reasonable times to examine the progress of the project or to inspect any relevant books, documents, records or audited accounts.
28. The Board's staff will be expected to maintain regular contact with the Natural England's regional and area teams. Natural England will be invited to attend meetings of the Board's Executive committee and all relevant working groups. Copies of Board papers will be provided to the agency.

Termination

29. A partner may, by giving not less than 12 months written notice, terminate their participation in this Agreement setting out the reasons for termination. A review of the financial

implications for remaining signatories to this agreement will be undertaken immediately (n.b. the local authority's right to nominate a Board member will remain unaffected as this is incorporated in the CCB Parliamentary Establishment Order. Any local authority withdrawing from this Agreement should take into account whether it will continue to exercise this right).

- 30. The Agency will pay grant in respect of inescapable contractual commitments entered into in good faith prior to any party giving notice of termination whether or not such commitments involve expenditure after the date of termination.
- 31. Where a reduction or cessation in funding leads to redundancies the cost will be borne from the annual contributions given by all partners.

Signed.....

Date.....

Position.....

on behalf of the Natural England

Signed.....

Date.....

Position.....

on behalf of the Chilterns Conservation Board

Signed.....

Date.....

Position.....

For each local authority