

16/ES6

Dated 21<sup>st</sup> November 2016

**STAFFORDSHIRE COUNTY COUNCIL**  
**and**  
**CANNOCK CHASE DISTRICT COUNCIL**  
**and**  
**LICHFIELD DISTRICT COUNCIL**  
**and**  
**SOUTH STAFFORDSHIRE DISTRICT COUNCIL**  
**and**  
**STAFFORD BOROUGH COUNCIL**

**AGREEMENT**

**For the Management and Governance of  
Cannock Chase Area of Outstanding Natural Beauty**

**John Tradewell**  
**Director of Strategy, Governance and Change**  
**1 Staffordshire Place**  
**Tipping Street**  
**Staffordshire County Council**  
**ST16 2DH**

**AN AGREEMENT** made as a deed the 21<sup>st</sup> day of November  
Two thousand and sixteen **BETWEEN STAFFORDSHIRE COUNTY COUNCIL** of 1  
Staffordshire Place, Tipping Street, Stafford ST16 2DH of the first part **CANNOCK**  
**CHASE DISTRICT COUNCIL** of Civic Centre Beecroft Road Cannock of the second  
part ("CCDC") **LICHFIELD DISTRICT COUNCIL** of District Council House Frog Lane  
Lichfield of the third part ("LDC") **SOUTH STAFFORDSHIRE DISTRICT COUNCIL**  
of the Council Offices Codsall of the fourth part ("SSDC") and **STAFFORD BOROUGH**  
**COUNCIL** of Civic Offices Riverside of the fifth part ("SBC") (jointly and severally "the  
Authorities")

## **WHEREAS**

- (1) By an agreement dated 10 December 2003 ("the Original Agreement") the Authorities established a Joint Committee of the Authorities with the aims powers functions objectives referred to in the Original Agreement.
- (2) The Authorities now wish to terminate the Original Agreement and operate the Joint Committee from the termination of the Original Agreement with the aims powers functions objectives and duties referred to in this Agreement
- (3) The Authorities have agreed to enter into this Agreement to give effect to those wishes

## **1. INTERPRETATION**

- 1.1 Expressions in the left hand column of the interpretation table below shall be construed in accordance with the right hand column

Interpretation Table	
Joint Committee	the Cannock Chase AONB Joint Committee
Commencement Date	21 <sup>st</sup> November 2016
Objectives	the objectives of the Joint Committee as set out in paragraph 3.2 to this Agreement
Functions	the functions of the Joint Committee as set out in paragraph 3.3 to this Agreement.
Standing Orders	the standing orders of the Joint Committee set out in Appendix 1 to this Agreement
Budget	the Core Budget and the Project Budget of the Joint Committee in any year
Core Budget	the budget (including Overheads) relating to expenditure on Core Functions in any year
Core Functions	those Functions which are potentially eligible from time to time for the highest prevailing rate of grant payable by Defra
Non-Core Functions	those of the Functions which either are eligible from time to time for a maximum rate of grant which is lower than the maximum rate potentially applicable to Core Functions or which are not potentially eligible for the payment by Defra of any grant.

Overheads	the employee costs (including on costs) and the costs of administration, insurance, training, premises, transport, supplies, publications, consumables and recharges of the AONB Unit; and the costs (direct and indirect) associated with the management operation and administration of the Joint Committee, and the Associated Bodies.
Action Plan	an annual plan of action approved by the Joint Committee of projects, schemes and actions to be undertaken by the Joint Committee, any Authority or any Partner to implement the strategy and policies of the Management Plan
Annual Report	the annual report of the Joint Committee
Officers Working Group	the Cannock Chase AONB Officers Working Group having the role and functions described in Section 4 and in Appendix 5.
CROW Act	the Countryside and Rights of Way Act 2000
AONB	an area designated as an area of outstanding natural beauty under Section 82 of the CROW Act
Cannock Chase AONB	the Cannock Chase Area of Outstanding Natural Beauty
Management Plan	The AONB management plan for the Cannock Chase AONB either prepared and published or reviewed, adopted and published by the Joint Committee under Section 89 of the CROW Act

AONB Unit	the team of officers employed by the Lead Authority and having the role and functions described in Section 5.
Lead Authority	Staffordshire County Council or as determined under paragraph 9.6.
AONB Officer	The officer appointed as head of the AONB Unit
Project Budget	The aggregate budget (inclusive of external funding) available to the Joint Committee or to any Authority or Partner in any year for the purpose of carrying into effect the Action Plan.
Partner	Any body, organisation or person contributing to the achievement of the aims of the AONB Partnership
AONB Annual Conference	An annual conference on AONB activities and issues having the terms of reference and constitution set out in Appendix 6
Task and Finish Groups	Any group of Partners (among others) tasked by the Officers Working Group to provide it with specialist advice on any specified topic relating to the exercise of the functions and the attainment of the objectives and having terms of reference and a constitution based on the framework set out in Appendix 4
Associated Bodies	The AONB Annual Conference, any Task and Finish groups and the Officers' Working Group.
Annual Contribution	The contribution payable by each Authority towards the Core Budget as determined under paragraph 8.3.

Core Grant	The grant payable by Defra in any year towards expenditure on Core Functions
Non-Core Grant	The grant payable by Defra in any year towards expenditure on Non-Core Functions and the Action Plan.

- 1.2 Except where the contrary intention appears, references in this Agreement to the singular shall include the plural and vice versa and references to the masculine gender shall be taken as meaning both masculine and feminine genders.
- 1.3 References to sections are to the sections 1 - 20 of this Agreement, references to paragraphs are to paragraphs within those sections and references to appendices are to the Appendices 1 - 7 of this Agreement
- 1.4 References to "year" and "years" are to the financial year or years of the Authorities commencing on 1 April in any year and finishing on 31 March in the following year. The last year shall however end on the date upon which this Agreement terminates.
- 1.5 This Agreement shall have effect from the Commencement Date and shall continue in force in accordance with the provisions of Section 11. The Original Agreement shall terminate on the Commencement Date.

## **2. THE JOINT COMMITTEE**

- 2.1 The Authorities, in exercise of their powers under Sections 101, 102 and 111 of the Local Government Act 1972, Section 20 of the Local Government Act 2000, Section 37 of the Countryside Act 1968, Sections 85, 89 and 90 of the CROW Act and all other enabling powers, establish and agree fully to participate in the Joint Committee in order to achieve the Objectives through the Functions and, subject to Section 10, to encourage the Authorities collectively and individually to provide or procure sufficient resources to realise the Objectives.
- 2.2 The Joint Committee shall be constituted and conduct its business in accordance with the Standing Orders.

2.3 The Joint Committee shall comprise the following membership:

2.3.1 The Lead Authority will appoint one member being a County Councillor who is a member of the Lead Authority's Executive.

2.3.2 Each Authority other than the Lead Authority will appoint one member being a Councillor of that Authority who is (from the date on which that Authority begin to operate Executive arrangements under the Local Government Act 2000) a member of that Authority's Executive.

2.3.3 Each Authority may nominate to the Secretary to the Joint Committee a substitute for the Councillor appointed under paragraph 2.3.1 or 2.3.2 (as the case may be). Each such substitute must be a Councillor who is eligible to be a voting member of the Joint Committee. Such substitute may also attend meetings of the Joint Committee as observer in a non-voting capacity.

2.3.4 The Joint Committee shall invite additional partners to act as advisers in a non-voting capacity, to advise and influence directly.

2.3.5 The Joint Committee may invite, change or amend advisers as appropriate.

Suggested co-opted members:

Natural England

Forestry Commission

Forestry Enterprise

Friends of Cannock Chase

Historic England

Staffordshire Wildlife Trust

Private Landowners (NFU/CLA, Quarry operators)

RSPB

National Trust

Parish Councils representative (2 seats)

Local Access Forum and/ or representative from recreational user groups  
LEP and/or Destination Management Partnership  
Business (tourism)

- 2.4 The Joint Committee may from time to time approve the Joint Committee's Financial Regulations and Contract Standing Orders applicable to the discharge of the Objectives and Functions but pending adoption by the Joint Committee of such Financial Regulations and Contract Standing Orders the Financial Regulations and Contract Standing Orders of the Lead Authority shall apply.

### **3. OBJECTIVES AND FUNCTIONS OF THE JOINT COMMITTEE**

- 3.1 The Authorities constitute the Joint Committee for the purpose of acting jointly to exercise and discharge the Functions and, subject to the Budget approved in accordance with Section 8, to attain and realise the Objectives.
- 3.2 The Objectives of the Joint Committee are:-
- 3.2.1 to seek to ensure that the natural beauty of the AONB is conserved and enhanced.
  - 3.2.2 to sustain and enhance the conservation value of the AONB.
  - 3.2.3 through consultation with the Authorities, with Partners and the general public, to promote wider public understanding of the purposes for which the AONB was designated.
  - 3.2.4 to seek, by influencing the Authorities, Partners and other bodies and organisations, to achieve a synergy between existing and future activities within the AONB and the purposes for which the AONB was designated.
  - 3.2.5 to seek to ensure that the parts of the AONB to which the public has rights of access are accessible and, as appropriate, to achieve wider access to the AONB by actual or virtual means.



- 3.2.6 to promote the sharing of good practice and consistency of approach towards the AONB
- 3.2.7 to have due regard to the needs of agriculture and forestry and to the economic and social interests of rural areas
- 3.2.8 to seek to ensure that the Functions are so exercised as to attract the maximum available funding from Defra and from other external funding sources consistent with the attainment of the other Objectives set out above
- 3.3 The Functions of the Joint Committee in relation to the Objectives are:-
  - 3.3.1 after appropriate consultation , to prepare and publish the Management Plan or to review, adopt and publish the Management Plan
  - 3.3.2 after consultation with the Authorities, to produce and approve an Action Plan for the purpose of achieving the objectives of the Management Plan
  - 3.3.3 to monitor the implementation of the Management Plan and of the Action Plan by means (without limitation) of the Annual Report and to make recommendations to all or any of the Authorities and the Partners as to their implementation
  - 3.3.4 to administer and undertake the Core Functions within the Core Budget and to carry out undertake procure or implement the non-Core Functions and the Action Plan in accordance with the provisions of this Agreement and within the Project Budget
  - 3.3.5 to undertake the periodic review of any published Management Plan and to consider and make representations upon any matter relating to the Objectives and the Functions

- 3.3.6 through the Annual Report and by such other means as the Joint Committee think fit to publicise the Management Plan to the Authorities, Partners and the general public
- 3.3.7 to consider and make representations on Development Plan Policies and proposals and proposals for development affecting Cannock Chase AONB.
- 3.3.8 regularly to review and scrutinise the decisions and actions taken by the Officer's Working Group
- 3.3.9 to undertake such public and other consultation as the Joint Committee shall consider desirable or necessary in relation to the achievement of the Objectives and to collate and share with the Authorities, Partners and others the results of such consultation
- 3.3.10 to carry out, procure or promote any activities or matters which are incidental or ancillary to the exercise of the Functions and which the Joint Committee deem to be of benefit to Cannock Chase AONB
- 3.4 Subject to paragraph 3.5 below the Joint Committee will have delegated powers from the Authorities to expend the Budget and to implement or procure the implementation of the Action Plan for that year previously approved by the Joint Committee subject to the financial and resources implications of those decisions being contained within the Budget for the then current financial year or within the approved budgets of the Authorities.
- 3.5 The Joint Committee shall refer to the Authorities any matter which falls outside the Joint Committee's delegated powers or which the Joint Committee consider for any reason should properly be decided by the Authorities and not by the Joint Committee.
- 3.6 The Joint Committee shall not have power to borrow.

3.7 Subject to paragraphs 3.4 and 3.5 above the Authorities also empower the Joint Committee to arrange for the discharge of the Functions by the Officer's Working Group and the AONB Unit as herein set out and Subsection 2 of Section 101 of the Local Government Act 1972 shall apply in relation to the Functions as it applies in relation to the functions of the Authorities.

3.8 The Joint Committee shall appoint the Secretary to the Joint Committee and the Treasurer to the Joint Committee. The Secretary to the Joint Committee shall be the Head of the Paid Service of the Lead Authority or such other officer of the Lead Authority as he may nominate. The Treasurer to the Joint Committee shall be the Section 151 officer of the Lead Authority or such other officer as he may nominate. The Secretary and the Treasurer shall have respectively the functions powers and duties set out in Appendix 2. Clerk services to the Joint Committee, including preparation and distribution of agendas, papers and minutes, shall be provided by the AONB Unit.

3.9 The Joint Committee shall not employ any employees.

#### **4. OFFICERS' WORKING GROUP**

4.1 The Authorities will establish the Officers' Working Group which shall comprise one nominated voting officer representative of each Authority. The Secretary to the Joint Committee and the Treasurer to the Joint Committee or their respective nominees shall be entitled to attend any meeting of the Officers' Working Group and to speak (but not vote) on any item of business.

4.2 The officer of each Authority nominated to serve as its voting officer representative on the Officers' Working Group shall be a senior officer of that authority having responsibility at officer level for, or close senior level involvement in, the AONB.

4.3 Each officer nominated under paragraph 4.1 shall be entitled to attend, but not to vote at, meetings of the Joint Committee.

- 4.4 If the officer nominated under paragraph 4.1 is unable to attend a meeting of the Joint Committee or the Officers' Working Group, the Authority which nominated the officer may nominate an appropriate representative who shall have the like rights to vote as the officer for whom he is substitute. The nomination of such officer shall be made to the Chair of the Officers' Working Group either prior to or at the meeting.
- 4.5 The Officers' Working Group shall co-opt as advisers any nominee who shall be entitled to attend any meeting of the Officers' Working Group and to speak (but not to vote) on any item of business. The Officers' Working Group may co-opt other officers of the Authorities and any Partner (whether in an individual or a representative capacity) from time to time, who shall be entitled to attend any meeting of the Officers' Working Group during their co-option and to speak (but not to vote) on any item of business.
- 4.6 The Officers' Working Group will report to and be accountable to the Joint Committee.
- 4.7 The functions of the Officers' Working Group will be as set out in Appendix 5 and:-
- 4.7.1 to consider and recommend to the Joint Committee the strategic direction of the Management Plan, promote the Objectives of the Joint Committee and to develop policies for those purposes and to make recommendations to the Joint Committee.
- 4.7.2 to consider the recommendations proposed by the AONB Unit and to make recommendations to the Joint Committee where the AONB Units' proposals are outside the powers delegated to the Officers' Working Group.
- 4.7.3 to make recommendations to the Joint Committee about the Action Plan in the year in question
- 4.7.4 to make recommendations to the Joint Committee about the Budget and on proposals for joint commissioning, joint ventures and the establishment of partnership agreements and service level agreements relating to the attainment of the Objectives.

4.7.5 to support in all practicable respects the promotion of the Management Plan and the Action Plan and the attainment of the Objectives.

4.7.6 to co-ordinate and oversee implementation of the Management Plan and Action Plan

4.7.7 to consider and advise the Joint Committee on Development Plan policies and proposals and proposals for development affecting Cannock Chase AONB.

4.8 The Officers' Working Group will have delegated powers from the Joint Committee to implement the decisions of the Joint Committee taken under the powers delegated to the Joint Committee subject in all cases to

- (i) any decisions involving expenditure being within the Budget
- (ii) any matters of implementation which the Officers' Working Group consider would involve controversial or contentious decisions being first referred to the Joint Committee (who may themselves decide the matter)
- (iii) reference to the Joint Committee prior to implementation of any proposals for significant change in the Action Plan previously approved by the Joint Committee for that year.

4.9 The Officers' Working Group shall comply with the Joint Committee's Standing Orders and Financial Regulations.

4.10 The Officers' Working Group may establish any Task and Finish Group to assist it in carrying out its functions.

## **5. AONB UNIT**

5.1 The AONB Unit will report to and be accountable to the Joint Committee and the Officers' Working Group

- 5.2 The AONB Unit will prepare an annual work programme/service plan to be agreed with Officers' Working Group and the Joint Committee.
- 5.3 The AONB Unit will:-
- 5.3.1 prepare the Management Plan and Action Plan for consideration, and make recommendations on them
  - 5.3.2 co-ordinate, advise and support the Partnership on the delivery of the Management Plan including delivering projects identified in the service plan which support Management / Action Plan delivery
  - 5.3.3 monitor and co-ordinate the delivery of the Management Plan and Action Plan and evaluate and report on the outcomes and effectiveness
  - 5.3.4 seek additional funding from all sources to assist the delivery of the Objectives and the Action Plan
  - 5.3.5 provide planning and related advice to the Joint Committee on Development Plan policies and proposals and on proposals for development affecting Cannock Chase AONB.
  - 5.3.6 provide regular updates and reports to the Joint Committee and Officers Working Group as required
  - 5.3.7 provide clerk services to the Joint Committee, including the preparation and distribution of agendas, papers and minutes.
- 5.4 The members of the AONB Unit shall be employees of the Lead Authority and accordingly their terms and conditions of service shall be those of the Lead Authority.
- 5.5 All members of the AONB Unit shall comply with the Joint Committee's Standing Orders and Financial Regulations.

5.6 The AONB Officer shall have the following delegated powers -

- (a) To implement the decisions of the Officers' Working Group where acting under the powers delegated to the Officers' Working Group
- (b) To take decisions on the day to day activities of the AONB Unit within its terms of reference set out in paragraph 5.2 and 5.3.
- (c) To manage the AONB Unit in the delivery and performance of the terms of reference in paragraphs 5.2 and 5.3.
- (d) When authorised by the Joint Committee, to represent the Joint Committee in respect of matters on which the Joint Committee has decided to make representations under paragraph 3.3.7.

5.7 Other support services for the Joint Committee shall include the provision of financial, legal and administrative services and such support services to the Joint Committee (to the extent that they are not provided by the Officers' Working Group) shall be provided by the Lead Authority. The cost of the provision of these services shall be allowed for in the Core Budget.

5.8 The AONB unit will provide the secretariat for any of the Partnership meetings as required

## **6. DELIVERY ARRANGEMENTS**

6.1 The delivery structure roles and responsibilities detailed at Appendix 1 are indicative of the delivery arrangements the Authorities wish to implement but do not prevail over the specific provisions and/or delegations set out in this Agreement.

## **7. CONTRACTS**

7.1 Every contract for the execution of work for or the supply of goods or services to the Joint Committee and the procedures relating thereto shall comply in all respects with the Financial Regulations and Contract Standing Orders of the Joint Committee (if any have been adopted by the Joint Committee) but in any other case shall comply with the Contract Standing Orders or Financial Regulations of the Lead Authority.

## **8. FINANCIAL**

8.1 Subject to the provisions of this Section 8, all expenditure incurred by the Joint Committee each year in attaining the Objectives and discharging the Functions will, having regard to the nature of the expenditure in question, be met from the Core Budget or the Project Budget.

8.2 The Core Budget will be funded from Core Grant and the Annual Contribution of each Authority

### **8.3 Core Budget**

8.3.1 In each year the Core Budget shall be such amount as the Joint Committee, having considered the views of each Authority following consultation under paragraph 8.7.3 and taken into account the Core Grant for the year in question, shall decide is necessary to meet the estimated cost of undertaking the Core Functions. In order to obtain Core Grant at the highest prevailing rate, the product of the Annual Contributions of each Authority in each year must not fall below the amount contributed by each authority in 2001/2002 plus annual indexation of such amount calculated in accordance with the formula for Core Budget indexation in Appendix 3.

8.3.2 The Core Budget (net of any Core Grant) shall be shared between the Authorities in the following shares (SCC 50%, SBC 20%, LDC 5%, CCDC 20%, SSDC 5%) and the product shall be the Annual Contribution of each of each Authority.

8.3.3 The Joint Committee shall (save in exceptional circumstances) consider the proposed Budget and notify each Authority of its required Annual Contribution for the following year. Each Authority shall confirm whether it can meet its Annual Contribution for the following financial year at the December meeting of the Joint Committee.



8.3.4 Throughout the duration of this Agreement each Authority will aim, unless the Annual Contribution notified under paragraph 8.3.3 is a lesser sum, to maintain its Annual Contribution at the same level.

#### **8.4 Project Budget**

8.4.1 The Project Budget will relate to those projects within the Action Plan for the implementation of which the Joint Committee will be responsible in any year.

8.4.2 Each Authority or Partner (as the case may be) will have primary responsibility for procuring the funding for any project within the Action Plan which it has agreed to promote and implement.

8.4.3 The Joint Committee, the Officers' Working Group and the AONB Unit will assist any Authority or Partner in its efforts to procure external funding for any project in the Action Plan that is identified as a priority

8.4.4 The Joint Committee shall determine the priority of those projects within the Action Plan to be funded from the Project Budget in any year.

#### **8.5 Budget Planning**

8.5.1 The Joint Committee, when considering the proposed Budget for the following year, will consider a financial forecast of its anticipated budgetary requirements for the subsequent two financial years.

#### **8.6 Capital Expenditure**

8.6.1 The Joint Committee may incur expenditure in respect of items which must or, in the Joint Committee's discretion, may properly be determined as capital expenditure in accordance with the requirements from time to time of the Local Government Act 2003 and Regulations made thereunder

## **8.7 Administration of the Budget**

- 8.7.1 Subject to the preceding paragraphs of this section 8, the proposed Budget for each year of this Agreement shall be prepared by the Treasurer to the Joint Committee.
- 8.7.2 The proposed Budget shall be considered by the Joint Committee at the earliest practicable date in the year preceding the year to which the Budget relates.
- 8.7.3 The Joint Committee will not approve a higher Budget in any year than that on which each Authority has been consulted unless any increase in the approved Budget is wholly attributable to an increase in Core Grant, Non-Core Grant or other external funding.
- 8.7.4 The Budget for 2016/17 at the Commencement Date is the total cost set out in Appendix 3.
- 8.7.5 A scheme of management for the establishment of a reserve is set out at Appendix 7. The scheme provides a facility to carry forward into the next year any underspend of the Budget but requires firstly that (unless otherwise stipulated as a condition of Core Grant or Non-Core Grant funding or other external funding) that the funding of any overspend of the Budget is met in any year by transfer from the reserve. If the reserve is insufficient to meet the overspend in any year, then unless the Authorities agree to provide an additional sum to fund the deficit in accordance with their respective shares, the Joint Committee will make any necessary adjustment in the Budget for the following year.

## **8.8 Payments**

- 8.8.1 Any payment due from an Authority to the Joint Committee in any year in respect of the Annual Contribution shall be made on 1 April based on the amount of the Annual Contribution determined under paragraph 8.3.2. The invoice will be in official form and will meet Customs and Excise VAT requirements.
- 8.8.2 All sums payable by any Authority pursuant to this Agreement are exclusive of VAT. Each Authority shall pay any VAT properly chargeable on any supply made under this Agreement
- 8.8.3 The amount of any payment due from the Joint Committee to an Authority or from an Authority to the Joint Committee may not be set off against any other payment due from an Authority to the Joint Committee or from the Joint Committee to an Authority (as the case may be).

## **8.9 Records**

- 8.9.1. The Treasurer to the Joint Committee will be responsible for keeping records of income and expenditure relating to the expenditure of the Joint Committee on Core Functions and Non-Core Functions and will produce as necessary but not less than twice yearly monitoring reports to the Joint Committee. The Treasurer or other financial officer of each other Authority will provide any necessary financial information for this purpose. The Treasurer to the Joint Committee will prepare and submit for the approval of the Joint Committee final closure accounts by not later than 30 May in the year following the year to which the accounts relate.
- 8.9.2 The accounts of the Joint Committee will be included in the accounts of each Authority for audit purposes.

## 8.10 Mutual Understanding

The Authorities agree that this Agreement may give rise to situations in which one or more of the Authorities may invest in or take part in a particular project or projects within the Action Plan for a year the costs of which are not being shared with or contributed to by other of the Authorities (each "a Non-contributing Authority").

## 9. LEAD AUTHORITY

9.1 Staffordshire County Council is appointed from the date of this Agreement as the Lead Authority for the purposes mentioned in paragraphs 9.3 to 9.11 below.

9.2 The role of the Lead Authority shall be exercised subject to the approval of the Joint Committee and shall be as follows:-

9.2.1 to undertake the duties and responsibilities of the Lead Authority referred to in the Agreement

9.2.2 to act on behalf of the Joint Committee when this achieves Best Value or adds value to the attainment of the Objectives or the performance of the Functions or when it is necessary or desirable to do so in order to attract or secure external funding or other resources from outside the Authorities and/or;

9.2.3 to make and provide all appropriate banking accounting and audit arrangements and services required for the due and proper receipt, holding and application of the Joint Committee's funds and/or;

9.2.4 to be the legal point of contract with suppliers for all joint procurements and/or;

9.2.5 subject to paragraph 5.7, to provide such administrative resources (in addition to those of the AONB Unit) as shall be reasonably necessary to enable the Joint Committee to discharge their respective roles, duties and functions and which are not otherwise provided for under this Agreement

9.3 Each of the other Authorities shall (and hereby duly undertake with the Lead Authority to) indemnify the Lead Authority against and/or contribute and pay in equal shares all or any liabilities claims costs and/or expenses of or reasonably incurred by the Lead Authority in or in connection with or in the course of or as a result of:-

9.3.1 performing or discharging its roles and/or responsibilities in paragraph 9.3 of this Agreement as the Lead Authority: and/or

9.3.2 undertaking any contract or commitment on behalf of the Joint Committee for the purposes of or pursuant to this Agreement

**PROVIDED THAT** such indemnity on the part of the other Authorities shall not extend to liabilities or claims arising or costs and/or expenses incurred by reason or in consequence of any of the following on the part of the Lead Authority that is to say, negligence or misconduct to a material degree, persistent breach of law or duty (that is to say persisted in after the same shall have been brought to the attention of or known to the Lead Authority), act or omission known to the Lead Authority to be contrary to proper local government practice or local government law or substantial or persistent failure (after due notice) to redress performance of the duties of the Lead Authority which shall not comply with the requirements or the standards of or set by this Agreement

9.4 The Lead Authority shall owe no duty of care to the other Authorities and have no liability or responsibility in respect of or in relation to the performance or discharge of (or omission to perform or discharge) any role or function referred to in Clause 9.3 the discharge or exercise of which requires the approval of the Joint Committee (save to the extent that such role or function is discharged or exercised by the Lead Authority negligently or in a manner known to the Lead Authority to be contrary to proper local government practice or local government law) or which is otherwise carried out or to be carried out in the manner requested or required by, (or which is omitted to be performed on the instruction or request of) the Joint Committee.

- 9.5 The Lead Authority shall owe no duty of care to the other Authorities or any of them (whether in contract or in tort) in respect of the roles and responsibilities of the Joint Committee.
- 9.6 The Lead Authority shall resign if so required by notices in writing given to the Lead Authority by a simple majority of the Authorities and expiring at the end of any financial year. In the event that the Lead Authority shall so resign the Joint Committee shall appoint another Authority to act as and be the Lead Authority with effect from the date upon which any such resignation as aforesaid shall itself take effect **PROVIDED THAT** in the event of disagreement as to which of the Authorities should be appointed as the Lead Authority this shall be the Authority agreeing to act as such if enjoying the majority vote of the Joint Committee.
- 9.7 Any documentation held by the Lead Authority which remains relevant after it has ceased to act as such shall (on the request of the new Lead Authority or the Joint Committee) be handed over or copied to the new Lead Authority or the Joint Committee.
- 9.8 The Authorities agree that the Lead Authority shall be entitled to call on the funds of the Joint Committee to pay any redundancy or other lawful claim arising in respect of the termination of the employment of any officer wholly or mainly employed by the Lead Authority for the purposes of carrying out this Agreement **PROVIDED THAT** the Lead Authority shall **FIRST** consult with the Joint Committee, such consultation to include discussion on any suitable alternative employment for the officer concerned
- 9.9 If the funds of the Joint Committee shall not be sufficient to meet the loss, costs or damages incurred by or claims against the Lead Authority the other Authorities shall each indemnify the Lead Authority in equal shares against the amount incurred by or claimed against the Lead Authority (to the intent that the Lead Authority shall likewise be liable for such an equal share).

## **10. PROVISION OF NON CASH RESOURCE**

- 10.1 The Authorities agree that they will make reasonable endeavours to provide such non-monetary resources and assistance and in-kind support to the Joint Committee as shall be reasonably requested by the Joint Committee from time to time.
- 10.2 No requirement or request shall be made of an Authority under Clause 10.1 which shall have the effect of compelling that Authority to incur unbudgeted expenditure.
- 10.3 Provision of support under this Section 10 may be included in the calculation of the Annual Contribution for the following financial year.

## **11. DURATION AND TERMINATION**

- 11.1 Unless and until it is determined by notice under paragraph 11.3 or by mutual consent under paragraph 11.4, this Agreement shall continue in force with regular reviews by the Joint Committee. for an initial period terminating on 31 March 2021 ("the Initial Period")
- 11.2 Upon 31 March 2021 the period of the Agreement shall be extended automatically for a period of five years and the Agreement shall then continue in force from 1 April 2021 for a period of five years from that date unless, prior to that date, the Authorities have agreed to its being terminated by mutual consent under paragraph 11.4 or notice has been served pursuant to paragraph 11.3.
- 11.3 An Authority may serve notice on the other Authorities not less than two years' notice in writing to terminate this Agreement with effect from 31 March in the relevant year specified in the notice. Any notice served by an Authority under this paragraph 11.3 may be withdrawn at any time prior to the expiration of the notice with the consent in writing of the other Authorities

11.4 The Authorities may agree in writing at any time during the currency of this Agreement to terminate this Agreement by mutual consent with effect on such date as they shall specify. The Authorities may agree to terminate this Agreement by mutual consent under this paragraph 11.4 whether or not notice to terminate the Agreement has been served previously under paragraph 11.3

11.5 Following service of any notice under paragraph 11.3, or as part of any termination by mutual consent under paragraph 11.4, the Joint Committee shall make the necessary arrangements and/or make any necessary recommendations to give effect to such termination and in particular to address the following:-

- (a) in accordance with Section 8 of this Agreement, the division and distribution of any resources available in the Budget of the Joint Committee on termination
- (b) how the obligations and liabilities of the Joint Committee and the Authorities under this Agreement which are ascertainable prior to the termination or which subsequently arise shall be met by the Authorities
- (c) how, in particular, in the absence of this Agreement, the Authorities would exercise their functions under Section 89 of the Countryside and Rights of Way Act 2000 acting jointly.

11.6 In the event of the Parties not having determined the terms for the termination of this agreement three months before the termination is to take effect pursuant to this section 11 then the arbitration provisions of Section 16 shall be invoked

## **12. MISCELLANEOUS**

### **Insurance**

12.1 Save as otherwise provided for in Section 9 (Lead Authority) and Section 11 (Termination), any necessary compensation or other essential financial payment or legal obligation to the payment or fulfilment of which any Authority or any third party



may become entitled as a result of or in connection with the discharge of any of the Functions shall as between the Joint Committee and the Authorities be paid or fulfilled wholly by the Joint Committee and the Joint Committee shall accordingly ensure that adequate insurance cover is effected and maintained in respect of any such liability.

12.2 The cost of such insurance shall be an Overhead and accordingly part of the Core Budget.

12.3 The Lead Authority shall be responsible for making all necessary insurance arrangements on behalf of the Joint Committee and (where given) in accordance with the Joint Committee's instructions.

### **Civil Litigation**

12.4 The institution and defence of necessary civil litigation by the Joint Committee arising from the pursuit of the Objectives or the discharge of the Functions shall be undertaken in a representative capacity by the Lead Authority.

### **Criminal Proceedings**

12.5 The conduct of any criminal proceedings in the Magistrates Court or the Crown Court brought by or against the Joint Committee arising out of the pursuit of the Objectives or the discharge of the Functions shall be undertaken in a representative capacity by the Lead Authority unless the Joint Committee, having regard to the circumstances giving rise to the proceedings, agree that another Authority should do so.

## **13. VARIATION OF AGREEMENT**

13.1 This Agreement may be varied at any time upon such terms as the Authorities after consultation with the Joint Committee may agree.

#### **14. NOTICES**

- 14.1 Any notice to be served under this Agreement upon any Authority will be served at the principal offices for the time being of that Authority for the attention of the Chief Executive or Head of the Paid Service of that Authority.

#### **15. INTERESTS OF MEMBERS IN CONTRACTS AND OTHER MATTERS**

- 15.1 Every member and substitute member of the Joint Committee shall at all times comply with the principles specified by the Secretary of State under Section 49 of the Local Government Act 2000 which are to govern their conduct.
- 15.2 Any member and substitute member of the Joint Committee who has an interest defined in the Members' Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 15.3 The Secretary of the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

#### **16. ARBITRATION**

- 16.1 If at any time any dispute or difference shall arise between the Authorities in respect of any matters arising out of this Agreement or the meaning or effect of this Agreement or anything herein contained or the rights or liabilities of any of the Authorities the same shall be referred to and settled by a single arbitrator to be appointed by the Authorities but, if they cannot within two months agree the appointment, to be nominated by the President of the Law Society for the time being.
- 16.2 Any such reference to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 and 1996 or any statutory re-enactment or amendment of them for the time being in force.

16.3 Each Authority shall bear its own costs of arbitration.

## **17. FORCE MAJEURE**

17.1 The Authorities shall be released from their respective obligations under the Agreement if national emergency, war, prohibitive government regulations or any other cause (except strike action) beyond the control of the Authorities or any of them renders the performance of this Agreement impossible.

## **18. PARTNERS**

18.1 The Authorities wish to encourage the Joint Committee, to promote, establish, and foster links with Partners to support the Objectives and Functions.

18.2 The form of the link with any Partner shall be in the discretion of the Joint Committee but, subject to paragraph 18.3 below, shall accord so far as reasonably practicable with the wishes of the Joint Committee and the Partner in question.

18.3 Nothing in this Agreement or otherwise shall require or oblige the Joint Committee to, nor shall the Joint Committee without the approval of the Authorities, enter into links with commercial or trading organisations bodies or persons where the nature or business of that commercial or trading organisation body or person gives rise or could give rise to, any conflict of interest (for example without limitation by reason of the possible procurement or use by the Joint Committee of equipment or services provided by a particular business).

18.4 Subject to paragraph 18.3 above the Joint Committee may form links under this Section with any Partner who is prepared to provide financial or in kind support to the Joint Committee in furtherance of the Objectives and Functions.

18.5 Where a link is established pursuant to paragraph 18.4 above, then, provided that the financial or in-kind support given by the Partner in question to the Budget is, in each financial year in which such support is given, of equal value to or greater than the Annual Contribution of any Authority for that year, the Joint Committee shall invite

to the meetings of the Joint Committee for that year a representative of that Partner (who shall not be a member or officer of an Authority) who shall have the right to speak but not to vote.

18.6 Where and for so long as pursuant to paragraph 18.5 a Partner is entitled to send a representative to meetings of the Joint Committee, that Partner shall also be entitled to send a representative to meetings of the Officer Working Group which representative shall have the right to speak thereat.

18.7 Where pursuant to paragraph 18.5 a Partner is for the time being entitled to send a representative to meetings of the Joint Committee and the Officers' Working Group and, at the end of the year in question, that Partner ceases to provide support at the level referred to in the proviso in paragraph 18.5, the Partner shall cease to be entitled to exercise the powers in paragraphs 18.5 and 18.6.

18.8 Notwithstanding any of the foregoing provisions of this Section, it shall be for individual Authorities to determine what links each wishes to have with any Partner.

## **19. SEVERANCE**

19.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable unlawful or otherwise unenforceable or indications to that effect are received by the Authorities from any competent authority the Authorities shall amend the provision in such a reasonable manner as achieves the intention of the Authorities without being unlawful or if agreed between the Authorities it may be severed from this Agreement but the remaining provisions shall remain in full force unless the Authorities agree that the effect of such declaration is to defeat their original intention.

**20. AGREEMENT TO REMAIN IN FULL FORCE**

- 20.1 Any failure by an Authority to insist upon the performance of any of the conditions of this Agreement or to exercise any right under it shall not be construed as a waiver by such Authority and this Agreement shall continue and remain in full force and effect notwithstanding any such failure.

## **APPENDIX 1**

### **STANDING ORDERS OF THE CANNOCK CHASE AONB JOINT COMMITTEE**

#### **1. Interpretation**

- 1.1 The decision of the Chairman of the meeting as to the interpretation of any standing order or on any question of procedure not provided for by these standing orders shall be final. No debate may ensue thereon.

#### **2. Meetings**

- 2.1 The annual meeting of the Joint Committee in each year shall be held as soon as practicable after 1 June in each year and shall amongst other things receive the closing accounts for the preceding year.
- 2.2 The Joint Committee shall between each annual meeting normally meet at intervals of four months or on such other occasions or greater frequency as they may agree and shall meet on such day and at such time and place as they may determine provided that a meeting shall be held as soon as practicable after November of each year for the purpose of considering the Joint Committee's budget for the following year.
- 2.3 Unless otherwise agreed, the Joint Committee shall meet at the offices of the Authority whose representative is the Chairman of the Joint Committee for that meeting.
- 2.4 With the exception of the annual meeting and the Budget meeting, the Secretary with the agreement of the Chairman and Vice Chairman may cancel any meeting of the Joint Committee if in his or her opinion insufficient business has arisen for consideration.

- 2.5 A special meeting of the Joint Committee shall be convened at any time by the Secretary upon the instructions of the Chairman and Vice Chairman.

### **3. Notice of Meetings**

- 3.1 At least 3 clear days before a meeting of the Joint Committee put on web site and circulate by e-mail:

3.1.1 a summons to attend the meeting specifying business proposed to be transacted shall be sent by the Secretary to the Joint Committee to the last address given for that purpose by each member of the Joint Committee and to the Chief Executive of each Authority and to

3.1.2 notice of the time and place of the intended meeting shall be published at the offices each Authority by the Chief Executive of that Authority

- 3.2 Lack of service on a member of the Joint Committee of the summons referred to in paragraph 3.1.1 above shall not affect the validity of a meeting of the Joint Committee

- 3.3 Except in the case of business required by this standing order to be transacted at a meeting of the Joint Committee and other business to be brought before the meeting as a matter of urgency, of which the Chairman Vice Chairman and the Secretary shall have prior notice and which the Chairman, Vice Chairman and the Secretary consider should be discussed at the meeting, no business shall be transacted at a meeting of the Joint Committee other than that specified in the summons relating thereto.

### **4. Election of Chairman and Vice Chairman**

- 4.1 At its annual meeting the Joint Committee shall determine from amongst its members a Chairman and Vice Chairman of the Joint Committee for the period from the commencement of that meeting of the Joint Committee up to the commencement of the next following annual meeting of the Joint Committee.

- 4.2 Each person proposed for any office shall be duly nominated and seconded by members attending the meeting before his or her name is submitted to the vote of the meeting. When there are more than two persons nominated for any appointment and of the votes given there is not an overall majority in favour of one person, the name of the person having the least number of votes shall be struck off the list and a fresh vote shall be taken and so on until a majority of votes is given in favour of one person.
- 4.3 In the event of a vacancy arising in the office of a Chairman or Vice Chairman appointed under paragraph 4.1 above, the Joint Committee at its next meeting shall appoint another member to hold such office from the commencement of that meeting until the commencement of the next following annual meeting.

## **5. Membership of the Joint Committee**

- 5.1 Subject to paragraph 2 of this Constitution, each elected member of the Joint Committee shall be a Councillor of the Authority by whom he or she shall have been appointed holding membership of the Executive of that Authority and shall hold office until the next annual meeting of the Joint Committee following his or her appointment unless he or she ceases to be a representative of the Authority appointing him or her or resigns his or her membership of the Joint Committee or his or her appointment is revoked by the Authority appointing him or her.
- 5.2 Each Authority shall fill any casual vacancy during any year in accordance with the provisions of this Constitution and shall advise the Secretary to the Joint Committee within 7 days of such appointment.
- 5.3 A substitute appointed in accordance with the Constitution of the Joint Committee shall, when acting as a substitute (but not when acting as an observer) have full voting rights at meetings of the Joint Committee.
- 5.4 Where paragraph 18.5 applies the Joint Committee shall invite the representative of the Partner in question to attend meetings of the Joint Committee who shall have the right to speak but not to vote, as that paragraph provides. Such representative shall not be a member or officer of an Authority.



- 5.5 The Joint Committee shall invite co-opted advisers to attend and speak (but not vote) at meetings of the Joint Committee to directly advise and influence.

Suggested co-opted members:

Natural England  
Forestry Commission  
Forestry Enterprise  
Friends of Cannock Chase  
Historic England  
Staffordshire Wildlife Trust  
Private Landowners (NFU/CLA, Quarry operators)  
RSPB  
National Trust  
Parish Councils representative (2 seats)  
Local Access Forum and/or representative from recreational user groups  
LEP and/or Destination Management Partnership  
Business (tourism)

## **6. Chairman of Meeting**

- 6.1 At each meeting of the Joint Committee the Chairman, if present, shall preside.
- 6.2 If the Chairman is absent from a meeting of the Joint Committee the Vice Chairman, if present, shall preside.
- 6.3 If both the Chairman and the Vice-Chairman of the Joint Committee are absent from a meeting of the Joint Committee such member of the Joint Committee as the members present shall select shall preside.

## **7. Quorum**

- 7.1 No business shall be transacted at any meeting of the Joint Committee unless three members are present.
- 7.2 If during any meeting of the Joint Committee the Chairman, after counting the number of members present, declares that there is not a quorum for the meeting then the meeting shall stand adjourned to a date and time fixed by the Chairman or, in the absence of a date and time being fixed, to the next ordinary meeting of the Joint Committee to which the consideration of any business not transacted shall be referred.

## **8. Order of Business**

- 8.1 At every meeting of the Joint Committee the order of business shall be to select a person to preside if the Chairman or Vice Chairman are absent and thereafter shall be in accordance with the order specified in the notice of the meeting except that such order may be varied either by the Chairman at his or her discretion or on a request agreed to by the Joint Committee.

## **9. Minutes**

- 9.1 Minutes of the proceedings of a meeting of the Joint Committee shall be drawn up and shall be signed at the next meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof.
- 9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of meetings of the Joint Committee may be recorded and distributed in electronic form.

9.3 Until the contrary is proved a meeting of the Joint Committee, a minute of whose proceedings has been made and signed in accordance with this paragraph, shall be deemed to have been duly convened and held and all members present at the meeting shall be deemed to have been duly qualified.

9.4 The Chairman shall move "That the minutes of the meeting of the Joint Committee held on...be signed as a correct record". If the accuracy is not questioned the Chairman shall sign the minutes.

**10. Discussion Affecting Persons Serving or Under the Control of the Joint Committee**

10.1 If any question arises at a meeting of the Joint Committee as to the appointment, promotion, dismissal, salary, superannuation or conditions of service or as to the conduct of any officer serving or under the control of the Joint Committee, such question shall not be the subject of discussion until the Joint Committee has decided whether or not the power of exclusion of the public under Sections 100A to 100K of the Local Government Act 1972 shall be exercised.

**11. Voting**

11.1 The mode of voting at meetings of the Joint Committee shall be by show of hands.

11.2 The Chairman will not have a casting vote. In the event of an equality of votes of the voting members of the Joint Committee, who are present at the meeting in question on any proposal before the Joint Committee at that meeting, the Chairman shall declare that the proposal is not carried.

## **12. Interests of Members in Contracts and Other Matters**

- 12.1 (a) Every Member and substitute Member of the Joint Committee shall at all times comply with the principles specified in law, including those specified by the Secretary of State under Section 49 of the Local Government Act 2000, which are to govern their conduct.
- (b) Any Member and substitute Member of the Joint Committee who has an interest as defined in the Members' Code of Conduct of his or her Council shall comply with the requirements of that Code as regards the disclosure of that interest and as regards withdrawing from participation in consequence of that interest.
- 12.2 The Secretary to the Joint Committee shall keep a record of particulars of any disclosures by members which shall be open during normal office hours for public inspection.

## **13. Interests of Officers in Contracts**

- 13.1 The Secretary to the Joint Committee shall keep a record of the particulars of any notice given by an officer of the Joint Committee under Section 117 of the Local Government Act 1972 of a pecuniary interest in a contract which record shall be open during normal office hours for public inspection.

## **14. Expression of Dissent**

- 14.1 No expression of dissent shall be entered in the minutes of the Joint Committee. Any two members may demand that a named vote be taken.

## **15. Disturbance at Meetings**

- 15.1 If a member of the public interrupts the proceedings of any meeting the Chairman shall warn that person. If the interruption continues the Chairman shall order the person's removal from the meeting room.

15.2 In the case of general disturbance in any part of the meeting room open to the public the Chairman shall order that part to be cleared.

15.3 If a member of the Joint Committee in the opinion of the Chairman behaves improperly or offensively or deliberately obstructs business the Chairman shall warn that person. If the member continues to behave improperly the Chairman or any member may move that either the member leave the meeting or that the meeting is adjourned for a specified period.

#### **16. Variation and Revocation of Standing Orders**

16.1 Any addition, variation or revocation of these Standing Orders shall when proposed and seconded stand adjourned without discussion to the next ordinary meeting of the Joint Committee, provided that this standing order shall not apply to any review of standing orders at the annual meetings of the Joint Committee. Any such addition, variation or revocation shall be first referred to each Authority for their approval.

#### **17. Suspension of Standing Orders**

17.1 Any standing order may be suspended for all or part of the business of a meeting of the Joint Committee at which suspension is moved. Such a motion cannot be moved unless a quorum is present nor can such a motion be moved if the effect of the suspension would conflict with the terms of any agreement entered into by the Authorities.

#### **18. Rescission of Previous Resolutions**

18.1 No motion to rescind any resolution passed within the preceding six months nor any motion to the same effect as any motion negative within the preceding six months shall be in order unless the notice of such motion shall have been given and specified in the summons and the notice shall bear, in addition to the name of the member who proposed the motion, the name of three members. When any such motion has been

disposed of by the Joint Committee it shall not be open to any member to propose a similar motion within a further period of three months.

## **APPENDIX 2**

### **1. SECRETARY TO THE JOINT COMMITTEE**

- 1.1 In addition to any other powers and duties referred to in this Agreement the Secretary to the Joint Committee shall:
- 1.2 sign on behalf of the Joint Committee any document necessary to give effect to any resolution of the Joint Committee.
- 1.3 sign any document which is a necessary step in any legal procedure or proceedings.

### **2. TREASURER TO THE JOINT COMMITTEE**

- 2.1 In addition to any other powers and duties referred to in this Agreement the Treasurer to the Joint Committee is authorised to produce the Budget estimates and the accounts of the Joint Committee.

## BUDGET

- 1.1 The Budget shall be fixed for the period 1 April to 31<sup>st</sup> March in each year of the Agreement.
- 1.2 The Budget due under paragraphs 1.1 shall be calculated by the Treasurer to the Joint Committee and reported to the Joint Committee at the Budget meeting for the year and for each subsequent year. The Treasurer to the Joint Committee shall supply to any Authority on request a full calculation of the Budget.
- 1.3 The Core Budget (net of any Core Grant) shall be shared between the Authorities in the following shares (SCC 50%, SBC 20%, LDC 5%, CCDC 20%, SSDC 5%) and the product shall be the Annual Contribution of each of each Authority.
- 1.4 The Budget for financial year 2016/17 has been agreed as follows:

	Total	Defra Grant 75%
<b>AONB Core Budget</b>		
Staff Salaries and Associated costs	£127,230.00	£95,422.50
Accommodation / Office Equipment	£7,570.00	£5,677.50
Transport	£5,110.00	£3,832.50
Partnership budget for PR & Events	£2,500.00	£1,875.00
Partnership running costs	£6,600.00	£4,950.00
<b>Subtotal</b>	<b>£149,010.00</b>	<b>£111,757.50</b>
<b>Core Action Projects</b>		



AONB Website	£160.00	£120.00
Annual Review	£500.00	£375.00
Monitoring	£1,000.00	£750.00
Community Involvement & Awareness	£2,500.00	£1,875.00
Planning Support Project	£6,000.00	£4,500.00
Maximising Income	£1,000.00	£750.00
Advisory Partnership WW1	£500.00	£375.00
Dementia Friendly	£700.00	£525.00
Visitor Management yr 2	£6,001.00	£4,500.75
<b>Total Expenditure</b>	<b>£167,371.00</b>	<b>£125,528.25</b>
Core Budget	£167,371.00	
Defra	£125,528.25	
SDF	£15,649.75	
<b>total Defra award</b>	<b>£141,178.00</b>	
<i>Cannock Chase Council</i>	£8,368.00	5.00%
<i>Stafford Borough Council</i>	£8,368.00	5.00%
<i>Lichfield District Council</i>	£2,092.00	1.25%
<i>South Staffordshire Council</i>	£2,092.00	1.25%
<i>Staffordshire County Council</i>	£20,920.00	12.50%
<b>TOTAL</b>	<b>£41,840.00</b>	<b>25.00%</b>

**TASK AND FINISH GROUPS****Terms of Reference****1.0 Introduction**

The designation of Areas of Outstanding Natural Beauty (AONBs) was established through the National Parks and Access to the Countryside Act 1949, with Cannock Chase being designated in 1958. In 2000 the Countryside and Rights of Way Act brought in new duties relating to AONBs. In summary, these are:

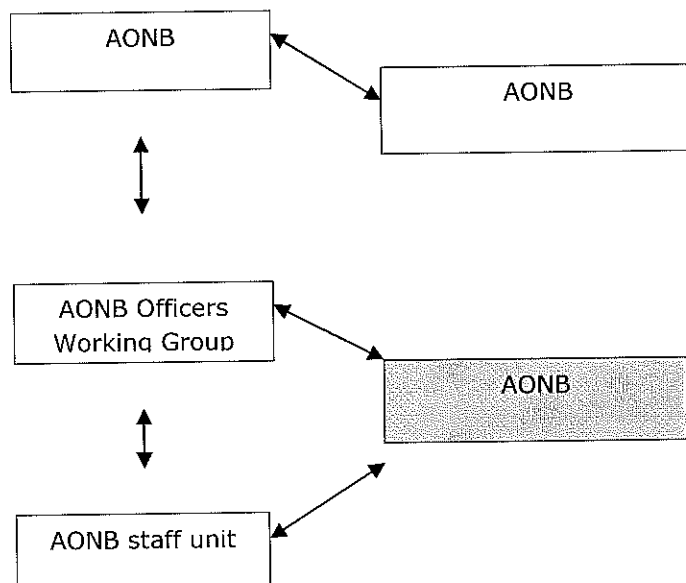
- Section 85 - General duty of public bodies - in exercising or performing any functions in relation to, or so as to affect, land in an area of outstanding natural beauty, a relevant authority shall have regard to the purpose of conserving and enhancing the natural beauty of the area of outstanding natural beauty.
- Section 89 – Management Plans – local planning authorities are required to act jointly (where there's more than one) to prepare and publish AONB Management Plans, which must be reviewed every five years.

The Cannock Chase AONB Partnership was established in 2003 to enable partners to work together to deliver their statutory duties and to further the positive management of the AONB. The Partnership is responsible for preparing and coordinating the delivery of the AONB Management Plan. Cannock Chase AONB Management Plan aims to ensure the right balance is maintained to conserve and enhance the area whilst maintaining it as a living, working environment.

**2.0 AONB Partnership Structure**

The AONB Partnership is made up of a number of statutory and non-statutory bodies. Statutory bodies include Natural England, the Forestry Commission, and five local authorities (Cannock Chase Council, Lichfield District Council, South Staffordshire Council, Stafford Borough Council and Staffordshire County Council). Specific projects are often carried out by a range of AONB partners and volunteers, as part of the AONB Partnership.

By collectively preparing, implementing and reviewing the Cannock Chase AONB Management Plan it is anticipated that the Partnership will be able to more effectively deliver the aims of the Management Plan. To this end the statutory bodies of the Cannock Chase AONB Partnership have signed up to a legal agreement (known as the 'Partnership Agreement') overseen by the Joint Committee, with the Officers Working Group/AONB Unit coordinating delivery through specific Task and Finish Groups. The Partnership is collectively responsible for meeting its legal duties to the AONB, and is set up under the following structure in order to deliver those responsibilities.



Cannock Chase AONB Partnership, as a whole, will be the vehicle for the delivery of the ambitions of the AONB Management Plan.

### **3.0 Function of Task and Finish Groups**

Task and Finish Groups are topic specific groups, set up to ensure specific projects and assigned tasks in the AONB Management plan are delivered. Task and Finish Group topics will be flexible to respond to different opportunities and projects that present themselves, and may include (but not exclusively):

- Visitor Management
- Land management for biodiversity and geodiversity
- Historic Environment
- Landscape

These Terms of Reference set out how the Task and Finish Groups, as part of a wider Partnership structure, will work together to deliver specific actions and objectives within the AONB Management Plan, in order to protect and enhance the AONB, promote its understanding and appreciation to help to deliver sustainable development.

### **4.0 Composition and roles**

The membership of each Task and Finish Group will include:

- An Officer Working Group (OWG) 'sponsor', who will be a member of the Officers' Working Group who, with the AONB Unit, will provide a link to the wider Partnership and provide a strategic focus and help co-ordinate with broader AONB activities.
- AONB Unit to convene meetings and provide secretariat. Secretariat duties include circulation of agendas and recording key action points and next steps, which will be reviewed in line with monitoring. To provide advice/expertise where appropriate, plus update the Officers' Working Group on activity.
- Task specific partners and members in relation to the topic
- Officers or technical/professional representatives of stakeholder organisations, by invitation.

## 5.0 Structure and Procedures

- Task and Finish Groups will meet as often as they deem necessary to deliver a specific task.
- Task and Finish Groups will appoint a chairman from within their membership.
- Officer support and secretariat services will be provided by the AONB Unit, which will be reviewed in line with monitoring.
- OWG to oversee strategic coordination of the Task and Finish Groups and set priorities linked to delivery of the AONB Management Plan. Task and Finish Groups will report to, and be accountable to, the Officers' Working Group.
- The priority actions and initial membership of each Task and Finish Group will be defined by the Officers' Working Group.
- All decisions remain that of the Joint Committee, unless under an agreed delegated power.
- All declarations of interest should be made to the AONB Unit and the chairman of the Task and Finish Group.
- With the agreement of members of the Task and Finish Group, advisory members may be co-opted to represent a specific area of interest or issue of consideration or co-opt additional members as required to fulfil its task.
- Target dates for project delivery will be given to Task and Finish Groups, and monitored against such milestones.
- Monitoring - All topic groups will be reviewed at least annually by the Officers' Working Group, in collaboration with each Task and Finish Group, to ensure Management Plan priority action is appropriate and progress is being made and address any obstacles to delivery. Task and Finish Group progress will be reported annually to Joint Committee.
- Task and Finish Groups will operate as efficiently as possible; minutes will take the form of key action points agreed with brief rationale where appropriate.

## **6.0 Remit**

Task and Finish Groups will be responsible, with external support where agreed, for undertaking the following:

- Focus on project delivery, prioritisation of AONB Management Plan actions, exploring ways in which that can be achieved; and developing the projects to deliver.
- Take direction and strategic steer from JC through the OWG
- Advise the OWG as necessary on issues relating to and impacting upon the AONB Management Plan.
- To feed into the development of future AONB Management Plans and determining action priorities.
- All Task and Finish Groups will consider cross-cutting themes such as community involvement, sustainability and communications.

**Cannock Chase AONB Officers Working Group (OWG)**

**Terms of Reference**

**1.0 Introduction**

The designation of Areas of Outstanding Natural Beauty (AONBs) was established through the National Parks and Access to the Countryside Act 1949, with Cannock Chase being designated in 1958. In 2000 the Countryside and Rights of Way Act brought in new duties relating to AONBs. In summary, these are:

- Section 85 - General duty of public bodies - in exercising or performing any functions in relation to, or so as to affect, land in an area of outstanding natural beauty, a relevant authority shall have regard to the purpose of conserving and enhancing the natural beauty of the area of outstanding natural beauty.
- Section 89 – Management Plans – local planning authorities are required to act jointly (where there's more than one) to prepare and publish AONB Management Plans, which must be reviewed every five years.

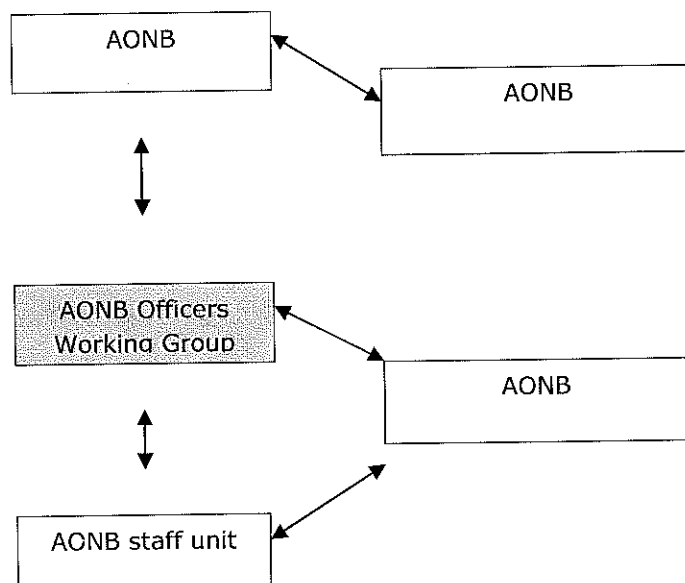
The Cannock Chase AONB Partnership was established in 2003 to enable partners to work together to deliver their statutory duties and to further the positive management of the AONB. The Partnership is responsible for preparing and coordinating the delivery of the AONB Management Plan. Cannock Chase AONB Management Plan aims to ensure the right balance is maintained to conserve and enhance the area whilst maintaining it as a living, working environment.

**2.0 AONB Partnership Structure**

The AONB Partnership is made up of a number of statutory and non-statutory bodies. Statutory bodies include Natural England, the Forestry Commission, and five local authorities (Cannock Chase Council, Lichfield District Council, South Staffordshire

Council, Stafford Borough Council and Staffordshire County Council). Specific projects are often carried out by a range of AONB partners and volunteers, as part of the AONB Partnership.

By collectively preparing, implementing and reviewing the Cannock Chase AONB Management Plan it is anticipated that the Partnership will be able to more effectively deliver the aims of the Management Plan. To this end the statutory bodies of the Cannock Chase AONB Partnership have signed up to a legal agreement (known as the 'Partnership Agreement') overseen by the Joint Committee, with the Officers' Working Group/AONB Unit coordinating delivery through specific Task and Finish Groups. The Partnership is collectively responsible for meeting its legal duties to the AONB, and is set up under the following structure in order to deliver those responsibilities.



Cannock Chase AONB Partnership, as a whole, will be the vehicle for the delivery of the ambitions of the AONB Management Plan.



### **3.0 Function of the Officers' Working Group**

The Officers' Working Group is in place to consider, and make recommendations to, the Joint Committee on the strategic direction and delivery of the AONB Management Plan and actions. Officers' Working Group will be advised by the AONB Unit, and make recommendations to the Joint Committee where the AONB Unit's proposals are outside of delegated powers. The Officers' Working Group oversee strategic coordination of the Task and Finish Groups and set priorities linked to delivery of the AONB Management Plan.

These Terms of Reference set out how the Officers' Working Group, as part of a wider Partnership structure, will work to support, promote and deliver specific actions and objectives within the AONB Management Plan, in order to protect and enhance the AONB, promote its understanding and appreciation to help to deliver sustainable development.

### **4.0 Composition and roles**

The membership of the Officers' Working Group will include:

- One nominated voting officer from each Authority or an appropriate substitute. The Secretary to the Joint Committee and the Treasurer to the Joint Committee or their respective nominees can attend any meetings.
- One nominated officer from statutory advisors to the AONB, including Natural England, Forestry Enterprise and Forestry Commission.
- AONB Unit to provide advice/expertise where appropriate.
- Officers or technical/professional representatives of stakeholder organisations, by invitation.

### **5.0 Structure and Procedures**

- Officers' Working Group will meet a minimum 4 times per year, and additionally, as often as they deem necessary to deliver a specific task.
- Officers' Working Group will appoint a chairman from within its membership.
- Officer support and secretariat services will be provided by the AONB Unit.
- All decisions remain that of the Joint Committee, unless under an agreed delegated power.

- With the agreement of officers of the Officers' Working Group, advisory members may be co-opted to represent a specific area of interest or issue of consideration or co-opt additional members as required to fulfil its task.
- Officers' Working Group will operate as efficiently as possible; minutes will take the form of key action points agreed with brief rationale where appropriate.
- A quorum of 50% attendance will be required for meetings in order for decisions to be made. Where a decision is needed urgently, the Chair together with 2 confirmed endorers from the Officers' Working Group, has delegated authority to make that decision. This must then be reported to the next meeting for retrospective agreement.

## 6.0 Remit

Officers' Working Group will be responsible, with external support where agreed, for undertaking the following:

- To advise the Joint Committee as necessary on issues relating to, and impacting upon, the AONB Management Plan.
- To provide technical support to the Joint Committee, prepare reports for Joint Committee consideration, and carry out such actions as may be instructed by the Joint Committee.
- Take direction and strategic steer from the Joint Committee.
- Focus on the strategic co-ordination and implementation of the AONB Management Plan actions.
- The priority actions and initial membership of each Task and Finish Group will be defined by the Officers' Working Group.
- Review and agree the AONB Unit's annual Service Plan and work programme.
- Officers' Working Group to oversee strategic coordination of the Task and Finish Groups and set priorities linked to delivery of the AONB Management Plan.
- Officers' Working Group will report to, and be accountable to, the Joint Committee.
- Be informed by the advice and project delivery of the Task and Finish Groups.

- Review annually, in collaboration with Task and Finish Groups, the Management Plan priority actions are appropriate, and progress is being made and any obstacles to delivery are addressed. Task and Finish Group progress will be reported annually to Joint Committee.
- To feed into the development of future AONB Management Plans and determining action priorities.
- Officers' Working Group will oversee cross-cutting themes such as community involvement, sustainability and communications.
- The Officers' Working Group will have delegated powers from the Joint Committee to implement the decisions of the Joint Committee
  - (i) any decisions involving expenditure being within the Budget
  - (ii) any matters of implementation which the Officers' Working Group consider would involve controversial or contentious decisions being first referred to the Joint Committee (who may themselves decide the matter)
  - (iii) reference to the Joint Committee prior to implementation of any proposals for significant change in the Action Plan previously approved by the Joint Committee for that year.

## AONB ANNUAL CONFERENCE

### 1. Role and Functions

1.1 There will be an AONB Annual Conference with the following role and functions:

- (a) to provide a forum for the expression of views on the Management Plan and its implementation; any review of the Management Plan; and how the natural beauty of Cannock Chase AONB should be conserved and enhanced;
- (b) to review the progress of the Action Plan and to celebrate achievements within Cannock Chase AONB;
- (c) to provide and obtain information about Cannock Chase AONB in order to inform the, the Officers' Working Group, the Joint Committee and any additional Task and Finish groups

1.2 The AONB Annual Conference seek to achieve a consensus amongst those present ("the attenders") on any recommendation to be made by it by the Joint Committee but there does not have to be a consensus.

### 2. Composition

2.1 The AONB Annual Conference will meet annually on such date as shall be decided by the Officers' Working Group, in consultation with other partners of the Partnership.

2.2 The AONB Annual Conference will be chaired by the Chairman or, in his/her absence, by such person as the attenders may elect. If any AONB Annual Conference has a particular theme, the Chairman of the AONB Partnership, with the concurrence of the specialist presenter, may nominate that person to act as Chairman for that meeting.

- 2.3 Each attender will be entitled to speak and, if there is a vote, to vote on any item of business.
- 2.5 If there is a request for any issue or matter to be put to a vote, it will be decided by a simple majority of the attenders on a show of hands. The Chairman will not have a casting vote.

### 3. **Secretariat**

- 3.1 The AONB Unit, as directed by the AONB Partnership, will:
- (a) provide the Secretariat for the AONB Annual Conference
  - (b) arrange the venue (at a convenient location within or close to Cannock Chase AONB)
  - (c) convene each AONB Annual Conference and prepare and distribute the Agenda for and the minutes of each meeting
  - (d) prepare, or co-ordinate the preparation of, any reports and presentations to be considered by or made to the AONB Annual Conference.

### 4. **Delegated Powers**

- 4.1 The AONB Annual Conference will not have any delegated powers. Any recommendation made by the AONB Annual Conference to the Officers' Working Group, the Task and Finish Groups or the Joint Committee (as the case may be) will be of an advisory nature and will not be binding on them.

## RESERVE MANAGEMENT SCHEME

### 1. Purpose of Reserve

1.1 The purpose of the reserve is to hold accumulated surpluses of the Joint Committee which can be made available, subject to the approval of the Joint Committee, to:-

- (a) Meet any deficits arising on the Core Budget
- (b) Set aside sums for future investment through the Project Budget
- (c) Finance any other specified use approved by the Joint Committee

### 2. Operation of the Reserve

2.1 The reserve shall be under the control of the Joint Committee. The Joint Committee may give approval to the use of the reserve for the purposes of the Objectives or the Functions

### 3. Investment of Reserve Balance

3.1 The Treasurer to the Joint Committee is authorised to invest balances from time to time either internally or externally in an approved investment as appropriate

### 4. Contribution to the Reserve

4.1 Where the Joint Committee underspends the Core Budget in any year the balance may be transferred to the reserve

### 5. Payments to be met from the Reserve

5.1 No direct payments are to be made from the reserve

5.2 Subject to the approval of the Joint Committee contributions from the reserve to the Core Budget or the Project Budget may be made in respect of specific purposes in furtherance of the Functions

**6. Management of the Scheme**

- 6.1 The Treasurer to the Joint Committee is authorised to make the accounting entries necessary to achieve the purposes of the reserve in accordance with proper accounting practices

IN WITNESS of which the Authorities have caused their respective Common Seals to be affixed to this Agreement as a deed the day and year first before written:-

THE COMMON SEAL of  
STAFFORDSHIRE COUNTY COUNCIL

Was hereunto affixed in the presence of:-



Authorised Signatory

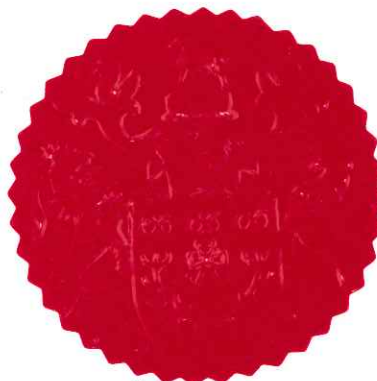


THE COMMON SEAL of  
CANNOCK CHASE DISTRICT COUNCIL

was hereunto affixed in the presence of:-



Authorised Signatory

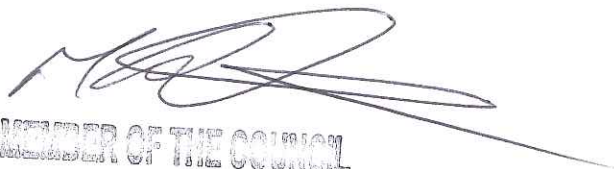


23682

THE COMMON SEAL of  
LICHFIELD DISTRICT COUNCIL

was hereunto affixed in the presence of:-

Authorised Signatory



A MEMBER OF THE COUNCIL



STRATEGIC DIRECTOR





THE COMMON SEAL of  
SOUTH STAFFORDSHIRE DISTRICT COUNCIL  
was hereunto affixed in the presence of:-

*David Palmer*

Authorised Signatory



THE COMMON SEAL of  
STAFFORD BOROUGH COUNCIL  
was hereunto affixed in the presence of:-

*M. Well*

Authorised Signatory

