

MEDWAY VALLEY COUNTRYSIDE PARTNERSHIP (MVCP)

MEMORANDUM OF AGREEMENT

Agreement date: 1st July 2008

Agreement between The Kent County Council, The Environment Agency, Maidstone Borough Council, and Tonbridge & Malling Borough Council

1. Agreement

- 1.1 This agreement between the above authorities relates to the continuation of the Countryside Project known as the Medway Valley Countryside Partnership for a period from 1st July 2008 to 30th June 2011.

2. Definitions

- 2.1 (a) "Core Fund" means the contribution from core funding members towards costs incurred in administering and operating the Partnership but excluding any contribution to the Partnership in the nature of special Project Funding.
- (b) "Core Funding Members" shall be deemed to be those individuals or bodies who both agree to contribute to the Core Fund in either money or monies worth and are accorded the status of Core Funding Member by the Steering Group.
- (c) The Core Funding Members are The Kent County Council, The Environment Agency, Maidstone Borough Council, and Tonbridge & Malling Borough Council.
- (d) "MVCP" means Medway Valley Countryside Partnership

3. The Area - Medway Valley Countryside Partnership

- 3.1 The MVCP area is defined as the Medway Navigation and tidal reaches from Leigh Barrier, Tonbridge to the Medway Council boundary, the principal valleys and Parishes within the river catchment including the Len, Beult, Teise and Bourne as defined on the MVCP boundary area plan.

Within the MVCP area are two major urban areas; Tonbridge, Maidstone and plus 18 key villages and rural towns.

- 3.2 The Partnership

Staff of the MVCP will, where resources permit, support community led initiatives and provide advice for sites outside the defined area but usually within parishes that fall in part within the MVCP boundary.

4. Mission statement

- 4.1 The MVCP will seek to protect, maintain and enhance the Medway Valley biodiversity, amenity and landscape through local promotion, action, partnerships and support.

- 4.2 MVCP Objectives

- * Sustain and enhance the beauty and diversity of the landscape,
- * Improve and extend wildlife habitats,
- * Improve opportunities for countryside enjoyment for local communities within the MVCP area,
- * To work in partnership with landowners, local communities and conservation agencies.

5. MVCP principles:

- 5.1
- * To sustain or enhance the ecological biodiversity of the MVCP area.
 - * To create new landscape or habitat features that are appropriate to the locality.
 - * To enhance and promote public access and informal recreation within the MVCP area.
 - * To work in partnership with river user groups to minimise potential conflicts between recreation and conservation objectives.
 - * To promote greater awareness and appreciation of, the River Medway and its surrounding countryside.
 - * To establish and promote awareness of the Medway Valley's potential as an educational resource.
 - * To support local community action for the enhancement of the Medway Valley's environment and amenity quality.
 - * To seek to secure adequate funding to enable MVCP to achieve the objectives and targets defined by the Core Funding Members.
 - * To broaden the base of income and support to enable MVCP to meet the opportunities and demands for future activities and development.
 - * To ensure MVCP management, administration and funding effectively supports delivery of a best value service to all stakeholders

6. Countryside Project - MVCP

6.1 Organisation

The MVCP will operate under the day –to -day direction of a Partnership Manager with the assistance of such staff as the MVCP may require and as may be agreed between Core Funding Members.

The Partnership Manager will report to a Steering Group.

6.2 Steering Group

- (i) The responsibilities of the Steering Group is to agree on policy and strategic issues, and to monitor progress.
The Steering Group shall comprise one representative of each core funding member and such other non-funding persons as the Steering Group shall from time to time invite.
- (ii) The Steering group shall select and appoint a Chairperson who shall hold office for a minimum period of one year, unless he/she resigns before then or is removed from office by resolution of the Steering Group. The Chairperson may be a representative of a core funder, if not, he/she will be deemed to be a non-voting member of the Steering Group
- (iii) Each Core Funding Member of the Steering Group shall have one vote save that in the case of equality the Chairperson shall be entitled to a second or casting vote. A Chairperson who is not a representative of a core funder may have a casting vote in such cases.
- (iv) In the absence of consensus or any provision in this agreement to the contrary, all decisions of the Steering Group shall be by resolution which shall be proposed and seconded and determined by majority vote.
- (v) The Steering Group shall meet not less than four times a year.
- (vi) Any member of the Steering Group may, by giving not less than three weeks written notice to all other members of the Steering Group, specifying the

date, time and place and the business to be discussed, call a special meeting of the Steering Group.

- (vii) The quorum of any meeting of the Steering Group shall be three representatives of the Core Funding Members.
- (viii) The Steering Group shall cause minutes to be taken and kept of the proceedings of the Steering Group.
- (ix) The Steering Group may by a resolution, supported by a majority of not less than two thirds of those entitled to attend and vote, amend or supplement this memorandum excluding Clause 7.1 and Clause 9.
- (x) The Steering Group will pay particular attention to:
 - (a) the overall standard of achievement and long-term effectiveness of the MVCP
 - (b) approving and monitoring the annual budget/business plan as produced by the Partnership Manager.
 - (c) the balance between different aspects of the work e.g. between landscape, wildlife and recreation projects;
 - (d) the balance of workload undertaken for each of the Core Funding Members
 - (e) the flexibility of the Partnership Manager and his/her working arrangements;
 - (f) the co-ordination of the work of the Partnership Manager with the work of other organisations involved, such as authorities or other Projects;
 - (g) the contents of an annual report to core-funding members, parish/town councils and other relevant bodies;
 - (h) the convening of meetings and other events as appropriate to review the work of the MVCP with local members, councillors and other interested people.

6.3 Partnership Staff

- (i) Partnership staff will be employed by Kent County Council. The Partnership staff will be subject to contracts based upon Kent County Council's pay scale and conditions subject to prior consultation with the Steering Group
- (ii) The Partnership Team at the commencement of this Agreement will consist of a Partnership Manager, 2 Project Officers, 1 Riverside Communities Project Officer (fixed contract) and 1 Project Assistant.
- (iii) Vacancies for staff posts will be advertised by The Kent County Council. The appointments will be made by The Kent County Council after joint selection by representation of the Steering Group.

6.4 Partnership Manager

The role of the Partnership Manager will be:

- (i) to co-operate with the Steering Group, and other organisations, identify problems, conflicts and opportunities for action, and development of a management strategy for the area, with the agreement of the Steering Group.
- (ii) to promote the MVCP throughout the MVCP area.
- (iii) to develop and draw up a business plan and annual work programme in conjunction with and for approval by the Steering Group. The Partnership Manager may authorise project expenditure, complying

with The Kent County Council Standing Orders, Financial Regulations and Codes of Practice when incurring expenditure and carrying out or authorising works on the Partnership;

- (iv) to liaise and consult with individuals and the local community, appropriate organisations and groups, local members and councillors, parish/town councils and other bodies, stimulating interest in the MVCP, the environment and specific projects involving funding from the private, public and voluntary sector.
- (v) to present regular progress reports of the financial and work programmes for approval and make presentations as appropriate to Steering Group members and other interested organisations.
- (vi) to arrange an annual tour of inspection for Members of local authorities and others at the discretion of the Steering Group.

6.5 Documentation

The following reports will be prepared by the Partnership Manager of the MVCP

- (a) A management strategy, with detailed priorities for work and a rolling programme;
- (b) An annual report on the Partnership and a review of the forward programme and budget;
- (c) Reports and financial statements to every Steering Group meeting. (Information to be supplied to the MVCP by the Finance Manager, KCC).

Each core funding member will receive copies of the above documents, as well as agendas and minutes of the Steering Group.

7. Arrangements

7.1 The core funding costs of the MVCP will be estimated annually by KCC after consultation with the Steering Group. These costs, subject to the agreement of each of the Core Funding Members will be met on the basis of an annual grant by apportioning charges between the Core Funding Members. For the avoidance of doubt, a Core Funding Member shall only be responsible to pay contributions that he/she shall agree, and this clause shall only be altered by the unanimous agreement of all Core Funding Members

7.2 Kent County Council as the employing authority will be responsible for:

- a) The administration of Partnership finances, including producing estimates and accounts for agreement by the Steering Group;
 - the exercise of proper financial control;
 - submitting invoices to each core funder for their annual grant at the beginning of each financial year;
 - submitting estimates/statements to and claiming of grants from other organisations
- (b) arranging Public Liability Insurance cover for Partnership staff and volunteers whilst working on Partnership business, and insuring property purchased by and for the use of the Partnership and activities;
- (c) other services, to include Personnel, staff training and vehicle insurance

7.3 Core Funding Members shall:

- a) agree to provide a suitable representative on the Steering Group;
- b) agree to allow attendance of that representative at all reasonably convened meetings of the Steering Group; and agree to pay promptly all agreed contributions on receipt of an appropriately detailed invoice

7.4 The Environment Agency will be responsible for the provision and insurance of accommodation.

8. Period of Agreement

8.1 This Agreement will run for a 3 year period from 1st July 2008 to 30th June 2011. The funding partners will review the situation beyond this period by March 2011.

9. Amendment or Termination

9.1 (a) A Core Funding Member may withdraw from this Agreement by giving no less than six months notice in writing to the Chairperson of the Steering Group.

(b) This Agreement may be terminated by a unanimous vote of the Steering Group giving six months notice.

(c) Should the Steering Group decide to terminate the Agreement, then any surplus of income over expenditure and liabilities, after liabilities have been settled, will be returned to each Core Funding Partner in proportion to their contribution in that financial year. If there is a deficit of income over expenditure and liabilities, then all Core Funding Partners will contribute equally towards any shortfall left by the termination of the Agreement and the winding up of the Partnership and within 28 days of being notified of their contribution by KCC. Liabilities will include all redundancy payments and costs associated with redundancies incurred by KCC in respect of all staff employed by KCC pursuant to the provisions of clause 6.3 (i). This Clause 9.1 (c) shall survive termination of this Agreement.

10. The Contracts (Rights of Third Parties) Act 1999

10.1 The Contracts (Rights of Third Parties) Act shall not apply to this agreement.

Signed on behalf of THE KENT COUNTY COUNCIL

Authorised signatory.....

Name and title

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Signed on behalf of THE ENVIRONMENT AGENCY

Authorised signatory.....

Name and title

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Signed on behalf of MAIDSTONE BOROUGH COUNCIL

Authorised signatory.....

Name and title

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Signed on behalf of TONBRIDGE & MALLING BOROUGH COUNCIL

Authorised signatory.....

Name and title ...Robert Styles – Chief Leisure Officer

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