

MEDWAY VALLEY COUNTRYSIDE PARTNERSHIP (MVCP) MEMORANDUM OF AGREEMENT

Agreement date: 10/01/2022.

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 10/01/2022 to 31/12/2024

2. Definitions

- 2.1. "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.
- 2.2. "Funding Members" shall be deemed to be those individuals or bodies who agree to contribute to project and/or provide operational core funding in either money or monies worth and are accorded the status of Funding Member by the Steering Group. The Funding Members are The Kent County Council (core and project), The Environment Agency (project), Maidstone Borough Council (core and project), and Tonbridge & Malling Borough Council (core and project).
- 2.3. "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 all tributaries such as 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. Staff of the MVCP will, where resources permit, support community led initiatives and provide advice for sites outside the defined area

4. Vision, Aims and Objectives

- 4.1. MVCP'S vision to; **Support Communities and Individuals to Enhance, Conserve, Explore and Enjoy Kent's Countryside.**
- 4.2. The MVCP will seek to protect, maintain and enhance the Medway Valley biodiversity, amenity and landscape through local promotion, action, partnerships and support.
- 4.3. MVCP Aims to ;
 - 4.3.1. Create, Sustain and Enhance Kent's Landscape & Biodiversity.
 - 4.3.2. Develop, Manage and Support community-based environmental initiatives.
 - 4.3.3. Develop and Promote lifelong outdoor learning.
 - 4.3.4. Encourage and Enhance greater access in the outdoors and the corresponding health benefits.
 - 4.3.5. Ensure the Partnership has the resources for effective development and operation.

5. Countryside Partnership - MVCP

5.1. 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 Funding Members.

The Partnership Manager will report to the Steering Group.

5.2. Steering Group

- 5.2.1. The responsibility of the Steering Group is to agree on policy and strategic issues, and to monitor progress.
- 5.2.2. The Steering Group shall comprise one representative of each funding member and such other non-funding persons invited by the Steering Group
- 5.2.3. Additional representatives can be invited by the Steering Group and Partnership Manager. This includes the Partnership Champions represented specifically at the Strategy meetings.
- 5.2.4. The Steering Group shall meet not less than twice a year
- 5.2.5. These meetings shall consist of at least 1 Strategy and 1 Operational Group meetings.
- 5.2.6. The Chairing of the Operational Group Meetings shall be shared amongst the partners and MVCP staff on a rolling basis .
- 5.2.7. The Chair the Strategy meetings will be rotated amongst SG members
- 5.2.8. Each Member of the Steering Group has a vote in decision making. All decisions of the Steering Group shall be by resolution which shall be proposed and seconded and determined by majority vote.

- 5.2.9. 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.
- 5.2.10. The quorum of any meeting of the Steering Group shall be three representatives of the Funding Members.
- 5.2.11. The Steering Group shall cause minutes to be taken and kept of the proceedings of the Steering Group.
- 5.2.12. 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.
- 5.2.13. The Steering Group will pay particular attention to:
 - 5.2.13.1. the overall standard of achievement and long-term effectiveness of the MVCP (delivery and development).
 - 5.2.13.2. approving and monitoring the annual budget/business plan as produced by the Partnership Manager.
 - 5.2.13.3. the balance between different aspects of the work e.g. between landscape, wildlife and recreation projects;
 - 5.2.13.4. the delivery of community need and support by the Partnership
 - 5.2.13.5. the balance of workload undertaken for each of the Funding Members
 - 5.2.13.6. the co-ordination of the work of the Partnership Manager with the work of other organisations involved, such as authorities or other Projects;
 - 5.2.13.7. the contents of an annual report to funding members, parish/town councils and other relevant bodies;
 - 5.2.13.8. the convening of meetings and other events as appropriate to review the work of the MVCP with local members, councillors and other interested people.

5.3. **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.
- (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.

5.4. **Partnership Manager**

The role of the Partnership Manager will be:

- 5.4.1. to work with and support the Steering Group and other organisations to identify opportunities for action.
- 5.4.2. to develop a management strategy for the area, with the agreement of the Steering Group.
- 5.4.3. to support and develop the MVCP team.

- 5.4.4. to promote the MVCP throughout the MVCP area.
- 5.4.5. to develop and draw up a Strategic Plan, 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;
- 5.4.6. to liaise and consult with the SG members, MVCP chair, individuals and the local community, businesses, organisations, 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.
- 5.4.7. 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.

5.5. **Documentation**

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

- 5.5.1. Strategy and business plans, with detailed priorities for work and a rolling programme;
- 5.5.2. An annual report on the Partnership and a review of the forward programme and budget;
- 5.5.3. Reports, financial forecasts and financial statements
- 5.5.4. Each funding member will receive copies of the above documents, as well as agendas and minutes of the Steering Group.

6. **Arrangements**

- 6.1. The operational costs of the Partnership should be covered on a pro-rata basis through project and core funding. When partners provide core funding, project funded day rates will be subsidised accordingly.
- 6.2. Kent County Council as the employing authority will be responsible for:
 - 6.2.1. The administration of Partnership finances
 - 6.2.2. Arranging Public and Professional 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;
 - 6.2.3. Other services, to include Personnel, staff training and vehicle insurance.
- 6.3. Funding Members shall:
 - 6.3.1. agree to provide a suitable representative on the Steering Group;
 - 6.3.2. 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.

6.4. The agreement in regards to the Partnership's accommodation (3 Lock Cottages) is separate to this MoA.

6.5. Reference should also be made to specific partner SLA's.

7. . Period of Agreement

7.1. This Agreement will run for a 3 year period from 10/01/2022

8. Amendment or Termination

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

8.2. This Agreement may be terminated by a vote of the Steering Group giving six months notice.

8.3. 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 Funding Partner in proportion to their contribution in that financial year. If there is a deficit of income over expenditure and liabilities, then all 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. Clause 9.1 shall survive termination of this Agreement.

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

1.1. 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

Signed on behalf of THE ENVIRONMENT AGENCY

Authorised signatory.....

Name and title

Signed on behalf of MAIDSTONE BOROUGH COUNCIL

Authorised signatory.....

Name and title

Signed on behalf of TONBRIDGE & MALLING BOROUGH COUNCIL

Authorised signatory.....

Name and title