

## **CLWYDIAN RANGE AND DEE VALLEY**

### **AREA OF OUTSTANDING NATURAL BEAUTY**

#### **JOINT COMMITTEE AGREEMENT**



### **Bryniau Clwyd a Dyffryn Dyfrdwy** Clwydian Range and Dee Valley

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**Ardal o Harddwch Naturiol Eithriadol**  
Area of Outstanding Natural Beauty

An **AGREEMENT** made as a deed the \_\_\_\_\_ day of  
 2013 **BETWEEN**

**Denbighshire County Council** of County Hall, Wynnstay Road, Ruthin, Denbighshire of the first part (“DCC”) and **Flintshire County Council** of County Hall, Mold, Flintshire of the second part (“FCC”) and **Wrexham County Borough Council** of The Guildhall, Wrexham of the third part (“WCBC”)

**WHEREAS**

- (1) The Authorities wish to establish a Joint Committee of the Authorities with the aims powers functions objectives and duties referred to in this Agreement
- (2) 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

<b>Interpretation Table</b>	
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
Actions 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.
Annual Contribution	The contribution payable by each Authority towards the Core Budget as determined under paragraph 8.3.
Annual Report	the annual report of the Joint Committee
AONB	an area designated as an area of outstanding natural beauty under Section 82 of the CROW Act
AONB Annual Forum	An annual forum on AONB activities and issues having the terms of reference and constitution set out in Appendix 5
AONB Community Council Meeting	A forum of (among others)

	representatives of the Community Council of each Community within the AONB to consider AONB activities and issues.
AONB Officer	The officer appointed as Head of the AONB Unit
AONB Partnership	A partnership formed to advise the Joint Committee on the exercise of the Functions and having the terms of reference and constitution set out in Appendix 4
AONB Team	the team of officers employed by the Lead Authority within Denbighshire's Countryside and Heritage Service and having the role and functions described in Section 5.
Associated Bodies	The AONB Annual Forum, the AONB Community Council Meeting, any Topic Group, the Officers' Working Group and the AONB Partnership.
Budget	the Core Budget (both central and Area) and the Actions Budget of the Joint Committee in any year
Call In	The process whereby an Executive decision is called in by non executive members of an Authority.
Clwydian Range and Dee Valley AONB (CR and DV AONB)	the Clwydian Range and Dee Valley Area of Outstanding Natural Beauty
Commencement Date	2013
Core Budget	the budget(including overheads) relating to expenditure on core functions in any year relating to both central and area activities.
Core Functions	those Functions which are potentially eligible from time to time for the highest prevailing rate of grant payable by Natural Resources Wales
Core Grant	The grant payable by Natural Resources Wales in any year towards expenditure on Core Functions
CROW Act	the Countryside and Rights of Way Act 2000
Functions	the functions of the Joint Committee as set out in paragraph 3.3.
General Development Proposals	developments within existing village boundaries; extensions to existing buildings, approval of conditions in relation to existing planning permissions; amended applications; access and boundaries; alterations to

	existing telecoms infrastructure; small domestic or other structures such as sheds or stable blocks.
Joint Committee	the Clwydian Range and Dee Valley AONB Joint Committee
Lead Authority	Denbighshire County Council or as determined under paragraph 9.6.
Management Plan	The AONB management plan for the Clwydian Range and Dee Valley AONB either prepared and published or reviewed, adopted and published by the Joint Committee under Section 89 of the CROW Act
Natural Resources Wales (NRW)	Natural Resources Wales or other agent or department of the Welsh Government from time to time charged with the designation, funding and oversight of AONBs in Wales.
Non-Core Functions	Those Functions which are eligible from time to time for a grant which is lower than the highest prevailing rate of grant payable by Natural Resources Wales or which are not eligible for grants payable by Natural Resources Wales.
Non-Core Funding	The funding in any year towards expenditure on Non-Core functions and the Action Plan
Objectives	the objectives of the Joint Committee as set out in paragraph 3.2 to this Agreement
Officers Working Group	The Clwydian Range and Dee Valley AONB Officers Working Group having the role and functions described in Section 4.
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.
Partner	Any body, organisation or person from time to time contributing to the achievement of the aims of the AONB Partnership
Standing Orders	the standing orders of the Joint Committee set out in Appendix 1 to

	this Agreement
Topic Group	Any group 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.

- 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 - 23 of this Agreement, references to paragraphs are to paragraphs within those sections and references to appendices are to the Appendices 1 - 8 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.

## **2. THE JOINT COMMITTEE**

- 2.1 The Authorities, in exercise of their powers under Sections 101(5), 102(1) 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 paragraph 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 two members being County Councillors who are members of the Lead Authority’s Executive Board or Cabinet.
- 2.3.2 Each Authority other than the Lead Authority will appoint two members being Councillors of that Authority who are members of that Authority’s Executive Board or Cabinet.

2.4 The Financial Regulations, Contract Standing Orders and the Rules of Debate 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 across the Authorities.

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 Natural Resources Wales 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 consultation with the Authorities and the AONB Partnership, to prepare and publish the Management Plan or to review, adopt and publish the Management Plan

3.3.2 after consultation with the Authorities and the AONB Partnership, 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 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 Actions 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 Local Development Plan Policies and proposals and proposals for development within or affecting the CR and DV AONB.
- 3.3.8 regularly to review and scrutinise the actions taken by the Officers 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 AONB Partnership, 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 CR and DV AONB
- 3.3.11 to consider and review the membership of the AONB Partnership.
- 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 shall also each delegate and empower the Joint Committee to discharge the Functions on its behalf via the Officers' Working Group and the AONB Team in the manner set out in this Agreement.
- 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 Legal and Democratic Services 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. The Secretary and the Treasurer shall have respectively the functions powers and duties set out in Appendix 2.
- 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 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 on any item of business.
- 4.2 The officer of each Authority nominated to serve as its 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 a substitute of comparable seniority to attend that meeting. 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 for the time being of Natural Resources Wales (not exceeding five persons in aggregate at any time), who shall be entitled to attend any meeting of the Officers' Working Group and to speak 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 on any item of business.



- 4.7 The Joint Committee shall have the Officers Working Group and the AONB Team at its disposal in order to discharge the Functions.
- 4.8 The functions of the Officers' Working Group will be:-
- 4.8.1 to consider and make recommendations in consultation with the AONB Partnership and AONB Team as to the strategic direction; implementation and delivery of the Management Plan and the Annual Action Plan; to promote in all practicable respects the objectives of the Joint Committee and to develop policies (including development plan policies affecting the AONB) for these purposes.
- 4.8.2 To make recommendations to the Joint Committee, in consultation with the AONB Partnership, 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.
- 4.9 The Officers' Working Group shall implement the decisions of the Joint Committee taken under the powers delegated to the Joint Committee.
- 4.10 The Officers' Working Group shall comply with the Lead Authority's Standing Orders and Financial Regulations.
- 4.11 The Officers' Working Group may establish any Topic Group to assist it in carrying out its functions.

## **5. AONB TEAM**

- 5.1 The Joint Committee and the Officers' Working Group will be supported by the AONB Team
- 5.2 The AONB Team will comprise the AONB Officer and such other dedicated staff as may be employed from time to time wholly or mainly for the purposes of the AONB functions from within the Core Budget.
- 5.3 The AONB TEAM will:-
  - 5.3.1 co-ordinate and prioritise the day to day activities of the Joint Committee in attaining the Objectives and promote the value of CR and DV AONB in the community
  - 5.3.2 liaise between and advise and influence the Joint Committee, the Authorities, the Associated Bodies, Partners and other agencies and persons
  - 5.3.3 monitor progress and expenditure on individual projects in the Action Plan and prepare the Management Plan and Action Plan for consideration, and make recommendations on them
  - 5.3.4 in consultation with the Treasurer, appraise individual projects for funding and for inclusion in the Action Plan including the assessment of the adequacy of the financial and management controls in place for each such project
  - 5.3.5 monitor and co-ordinate progress and expenditure on individual projects within the Action Plan and evaluate and report on the outcomes and effectiveness of projects
  - 5.3.6 seek additional funding from all sources to assist the delivery of the Objectives and the Action Plan
  - 5.3.7 provide planning advise to the Joint Committee on Local Development Plan policies and proposals and on proposals for development affecting CR and DV AONB.
  - 5.3.8 Respond to any General Development Proposals which may be delegated to them by the Joint Committee.
- 5.4 The members of the AONB Team shall be employees of the Lead Authority and accordingly their terms and conditions of service shall be those of the Lead Authority. The Team shall work in close partnership with any of the Authorities equivalent staff who may be employed by any Authority.
- 5.5 All members of the AONB Team shall comply with the Lead Authority's Standing Orders and Financial Regulations.
- 5.6 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 subject to democratic services support being provided in rotation by the Authorities.

## **6. DELIVERY ARRANGEMENTS**

The delivery structure is detailed in the structure diagram Appendix 3.

## **7. CONTRACTS**

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 Lead Authority.

## **8. FINANCIAL**

8.1 Subject to the provisions of this paragraph 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 Actions 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, after consultation with the AONB Partnership and 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.

8.3.2 The members of the Joint Committee propose in principle funding the central core budget (net of any central core grant) equally as indicated in Appendix 7.

8.3.3 Over the initial term of the agreement, members of the Joint Committee will agree to work towards funding the combined core ,central and area apportionment, as set out in Appendix 7 achieving these figures by the 5th year of the initial five year term. These amounts will make up the annual contribution of each Authority for the year to which the annual contribution relates, having regard to the relevant local government pay settlement.

8.3.4 The Joint Committee shall (save in exceptional circumstances) consider the proposed Budget and notify each Authority of its proposed Annual Contribution for the following year.

#### **8.4 Actions Budget**

8.4.1 The Actions 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 Team, in consultation with the AONB Partnership, will assist any Authority or Partner in its efforts to procure external funding for any project in the Action Plan.

8.4.4 Each Authority may contribute any additional monies over and above the budget, to the Actions Budget or to the separate funding of any part of the Action Plan.

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

## **8.5 Budget Planning**

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**

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 and Housing Act 1989 and Regulations made thereunder

## **8.7 Administration of the Budget**

8.7.1 Subject to section 8, the proposed Budget for each year of this Agreement shall be prepared by the Treasurer to the Joint Committee in consultation with the s.151 Officer of each Authority.

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 Before the Budget is submitted for the approval of the Joint Committee, the proposed Budget will be copied to each Authority by the Treasurer to the Joint Committee for prior consideration by each authority so that each Authority is briefed on the level of funding which the Joint Committee are to be asked to consider for the following year. 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 before any external grant.

8.7.4 The Budget for 2013/14 at the Commencement Date is the total cost set out in Appendix 7. The posts listed in Appendix 8 are the AONB Team posts under paragraph 5.2 for which provision is made from the Commencement Date within the Core Budget.

8.7.5 A scheme of management for the establishment of a reserve is set out at Appendix 6. 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.
- 8.9.3 For the purposes of VAT the arrangements shall be:
- 8.9.3.1 The Joint Committee shall be registered for VAT or,
- 8.9.3.2 The Lead Authority act as host for VAT purposes, subject to concession by HMRC.

## **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 Denbighshire 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 contact with suppliers for all joint procurements and/or;
- 9.2.5 subject to paragraph 5.6, to provide such administrative resources 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.
- 9.2.6 to provide the secretariat for any relevant meetings of the Associated Bodies.
- 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 9.2 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 9.2 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 cease to act as Lead Authority 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 cease to act, the Authorities shall refer the decision on appointment of the Lead Authority back to their respective Cabinets or Executive Board.
- 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. The Authorities recognise that TUPE may apply and in any event will adhere to the principles of TUPE in relation to those affected staff.
- 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, WITHDRAWAL AND TERMINATION**

- 11.1 This Agreement shall come into force on the Commencement Date and shall continue until the 31<sup>st</sup> March 2019 before such date there shall be a review of the Agreement and unless there is any variation, withdrawal or termination under the Agreement, the Agreement shall continue on a rolling 5 year term, with a review on or before the expiry of each 5 year term.
- 11.2 Any Authority may withdraw from the Joint Committee by giving not less than 18 months notice to the other Authorities and the Secretary of the Joint Committee.
- 11.3 Any Authority wishing to withdraw from the Joint Committee undertakes as a condition of withdrawal to make prior to withdrawal such reasonable payment or payments which fairly reflect the actual losses caused by or anticipated as a result of the withdrawal as shall be determined by the other Authorities pursuant to clauses 8 and 9
- 11.4 In the event of any withdrawal, unless otherwise agreed by the remaining Authorities, this Agreement shall continue.
- 11.5 The Authorities agree that this Agreement may be determined upon terms agreed by the Authorities.
- 11.6 In the event of termination of this Agreement each party shall undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement on the basis of sections 8 and 9; any assets held by the Authorities shall where reasonably practicable be divided proportionately or be retained by an Authority for its own use subject to an equitable settlement to the other parties; or be dealt with as otherwise agreed between the Authorities. In the absence of any agreement in accordance with the dispute resolution procedures.

11.7 It shall be the duty of all the Authorities to minimise any losses arising from the determination of this Agreement.

## **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.

### **Law and Jurisdiction**

- 12.6 This Agreement shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **13. VARIATION OF AGREEMENT**

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

## **14. NOTICES**

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 Head of Legal and Democratic Services or Head of the Paid Service of that Authority.

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

- 15.1 Every member of the Joint Committee shall at all times comply with the principles specified by the Welsh Ministers under Section 49 of the Local Government Act 2000 which are to govern their conduct. They should also abide by the Clwydian Range and Dee Valley Members Accord.
- 15.2 Any 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. DISPUTE RESOLUTION PROCEDURE**

- 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 the relevant Corporate Directors of the Authorities in dispute. Each Director shall undertake and agree to pursue a positive approach towards the dispute resolution which avoids legal proceedings and maintains strong working relationships between the parties. There shall be a commitment to resolving the matter within 10 working days.
- 16.2 In the event that the dispute is not settled at Director level, and the context so requires, it shall be referred to the respective Chief Executives who shall use their best endeavours to reach a resolution within a further 10 working days.
- 16.3 In the event that any dispute or difference between the Councils relating to this Agreement which it has not been possible to resolve through the decision making process of the Joint Committee or otherwise, the Authorities may either agree to refer the matter to arbitration or utilise the termination procedures at section 11.

## **17. FORCE MAJEURE**

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, in consultation with the AONB Advisory Partnership, 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. DATA PROTECTION**

19.1 The Authorities shall at all times comply with the DPA, including maintaining a valid and up to date registration or notification under the DPA, covering any data processing to be performed in connection with this Agreement and their responsibilities as data processors and/or data controllers.

19.2 The Authorities shall only undertake processing of Personal Data reasonably required in connection with the operation of this Agreement.

19.3 The Authorities shall not transfer any Personal Data to any country or territory outside the European Economic Area.

19.4 The Authorities shall not disclose Personal Data to any third parties other than:

19.4.1 in response to a data subject access request;

19.4.2 to employees and contractors to whom such disclosure is necessary in order to comply with their obligations under this Agreement; or

19.4.3 to the extent required to comply with a legal obligation

## **20. FREEDOM OF INFORMATION**

20.1 The parties recognise that they are public authorities as defined by FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of an Information Request.

20.2 The parties shall assist each other in complying with their obligations under FOI Legislation, including but not limited to assistance without charge, in gathering information to respond to an Information Request.

20.3 Any Authority shall be entitled to disclose any information relating to this Agreement in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Exempt Information:

20.3.1 the Authority which receives the Information Request shall circulate the Information Request and shall discuss it with the other Council

20.3.2 the Authority which receives the Information Request shall in good faith consider any representations raised by one or more Authority when deciding whether to disclose Exempt Information; and

20.3.3 the Authority which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Council to which it relates.

20.4 The parties to this Agreement acknowledge and agree that any decision made an Authority which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI legislation is solely the decision of that Authority. A party will not be liable to any party to this Agreement for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **21 SEVERANCE**

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

## **.22. AGREEMENT TO REMAIN IN FULL FORCE**

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.

## **23. WELSH LANGUAGE**

The Welsh language policy of the Lead Authority shall apply to this Agreement

## APPENDIX 1

### STANDING ORDERS OF THE CLWYDIAN RANGE AND DEE VALLEY 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 in rotation at the offices of the three Authorities.
- 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:
- 3.1.1 a summons to attend the meeting specifying business proposed to be transacted shall be sent electronically by the Secretary to the Joint Committee to the last email 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, each 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 current 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 Where paragraph 8.5 of the agreement applies to the Joint Committee, they 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.

5.4 The Joint Committee for the time being shall co-opt as advisers to the Joint Committee the Chairman of the AONB Partnership, the AONB Officer, a representative of Natural Resources Wales, to attend and speak (but not vote) at meetings of the Joint Committee and may from time to time co-opt one or more other advisers to attend such meeting or meetings of the Joint Committee as the Joint Committee may specify having regard to the knowledge or skill of the co-opted adviser, and the contribution he may make to the business of the Joint Committee at that meeting or those meetings. Such other co-opted adviser(s) shall be entitled to speak but not to vote.

## **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 at least one member from each Authority 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.

- 8.2 The Agenda shall not include an 'Any Other Business ' Item.
- 8.3 Every Member (whether a Member of the Joint Committee or not) attending a meeting of the Joint Committee shall sign his/her name on the attendance sheet provided for that purpose.
- 8.4 Proceedings at meetings may not be photographed, videoed, sound recorded, broadcast or transmitted in any way (including via social media) outside the meeting by individual Members appointed to the Joint Committee, the Press or the public without the prior permission of the Chair.
- 8.5 Use of text based social media such as Twitter, Facebook, SMS text messaging by Members who are not appointed to the body whose meeting they are attending, the Press and the public is permitted during the meetings provided that this does not cause a nuisance or annoyance to others during the meeting.
- 8.6 If any activity permitted under this standing order shall create a nuisance or annoyance to others attending the meeting Standing Order 4 may be invoked by the Chair to resolve the issue.
- 8.7 No broadcasting, photographing, video or sound recording or any transmission of proceedings from a meeting will be permitted where the Press and Public have been excluded as permitted under the Access to Information provisions of the Local Government Act 1972 or any subsequent amendment.

## **9. Minutes**

- 9.1 Minutes of the proceedings of a meeting of the Joint Committee shall be drawn up and entered into a book kept for that purpose and shall be signed at the next meeting of the Joint Committee by the Member presiding, 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 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. Rules of Debate**

The Rules of Debate of the Lead Authority shall apply to this Joint Committee

## **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 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 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. Expression of Dissent**

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.

## **14. Disturbance at Meetings**

- 14.1 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.
- 14.2 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.
- 14.3 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.

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

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.

## **16. Suspension of Standing Orders**

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.

## **17. Rescission of Previous Resolutions**

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

## **18. Meetings Open to the Public and Confidential Items**

18.1 Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under standing order 18.2

18.2 The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in the view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during the item, confidential information as defined in section 100A of the Local Government Act 1972 as defined in section 100I of the Local Government Act 1972 would be disclosed to them.

## **19 Call In Procedures**

- 19.1 Any partner Authority shall be entitled to Call In a decision of the Joint Committee in accordance with the Call In Procedures of the Authority who wishes to call in.
- 19.2 If any decision of the Joint Committee is subject to call in by an Authority, the Joint Committee shall take no action to implement that decision unless the call in process upholds the decision.

## **20. Delegations**

The Joint Committee may delegate a function to an officer of the Officers Working Group or the AONB team, which may include delegations in respect of certain general planning consultations.

## **APPENDIX 2**

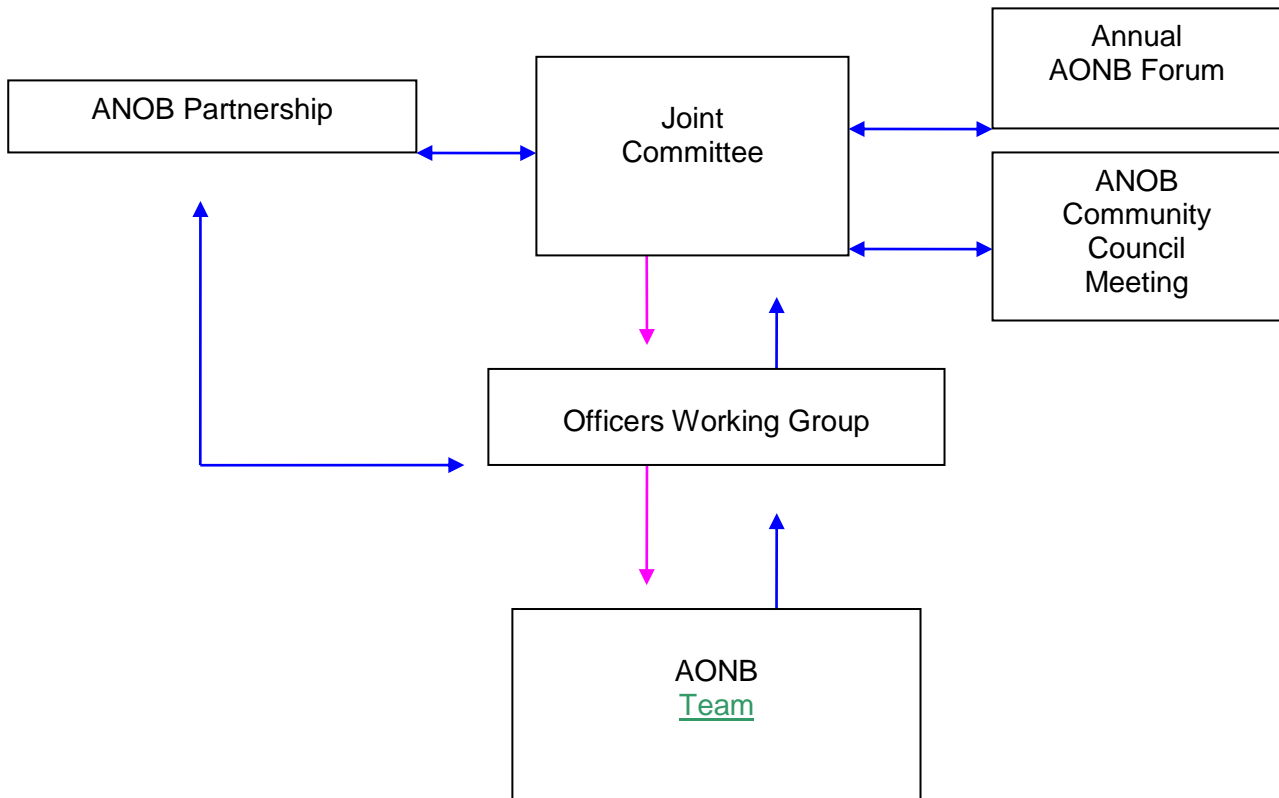
### **1. SECRETARY TO THE JOINT COMMITTEE**

- 1.1 In addition to any other powers and duties referred to in this Agreement the Secretary to the Joint Committee shall:
- 1.2 prepare and circulate agendas reports and minutes for consideration by the Joint Committee.
- 1.3 sign on behalf of the Joint Committee any document necessary to give effect to any resolution of the Joint Committee.
- 1.4 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.

STRUCTURE FOR THE CLWYDIAN RANGE AND DEE VALLEY AREA OF  
OUTSTANDING NATURAL BEAUTY MANAGEMENT AND GOVERNANCE



**Colour Key**

↔ Flow of information

→ Delegation

## AONB PARTNERSHIP

**Terms of reference for the AONB Partnership**

To bring together key interests in the Clwydian Range and Dee Valley AONB to consider and advise on conservation and enhancement of the natural beauty and locally distinctive character of the landscape, including its physical, ecological and cultural make-up; and in particular:

- Raise awareness of the importance and purpose of the AONB
- Contribute to and help implement the AONB Management Plan
- Encourage local communities and all public bodies and agencies to conserve and enhance the natural beauty of the AONB and its setting
- Promote the sustainable social and economic well being of the area
- Provide a forum for discussion for issues affecting the AONB
- Advise local authorities and other agencies on the impact of their activities on the AONB and on the preparation of their plans covering all or part of the AONB, to ensure that policies and practices are consistent with the AONB management plan
- Advise the Joint Committee in relation to the Local Development Plan to ensure that the protection of the AONB is properly taken account of and that a consistency of approach is achieved over the whole area
- Advise the Joint Committee about the impact of any development proposals, within or adjacent to the AONB, that are likely to affect significantly the character and natural beauty of the area
- Make recommendations to the Joint Committee regarding the appropriate recipients of any Welsh Government's AONB Sustainable Development Fund monies.
- Foster links with other protected landscapes

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<b>List of members for AONB Partnership appointed for 4 years</b>	
AONB-wide representatives (selected by the local authority sub group members of the Partnership)	<ul style="list-style-type: none"> <li>• 9 local authority members (3 from each Council as nominated by their respective Councils)</li> <li>• 3 land management interests</li> <li>• 2 rural community interests</li> <li>• 2 urban community interests</li> <li>• 1 business interests</li> </ul>
Management Plan priorities representatives (selected by the local authority sub group members of the Partnership )  <i>Current management plan priorities shown</i>	<ul style="list-style-type: none"> <li>• 1 Landscape</li> <li>• 1 Natural</li> <li>• 1 Historical</li> <li>• 1 Access and Recreation</li> <li>• 1 Built Environment</li> </ul>
Special Interest representatives (selected by the local authorities) No more than 9 years consecutive service <sup>1</sup>	<ul style="list-style-type: none"> <li>• 3 individuals or organisations</li> </ul>
In making the appointments, the local authorities will ensure that the World Heritage Site is represented	

## **1. Secretariat**

- 8.1 The AONB Team will provide the secretariat for meetings of the AONB Partnership and will prepare and distribute the agenda and minutes of meetings and distribute any reports to be considered.
- 8.2 The AONB Team will ensure that the minutes of the AONB Partnership are referred to the Joint Committee and to the Officers Working Group as soon as is practicable after any meeting of the AONB Partnership and that any recommendations of the AONB Partnership to either the Joint Committee or the Officers Working Group (as the case may be) are considered by them.
- 8.3 Any Authority, Other Representative or Partner may ask the AONB Team to include an item on the agenda for consideration at a subsequent meeting of the AONB Partnership.

## **9 Delegated Powers**

- 9.1 The AONB Partnership will have no delegated powers.

<sup>1</sup> A limit of nine consecutive years is in line with standard practice for the appointment of individuals to public bodies.

## AONB ANNUAL FORUM

**The role of the Forum is to embrace a wide range of interests. Attendance is by open invitation but the AONB Partnership and any supporting working groups are standing members**

### 1. Role and Functions

1.1 There will be an AONB Annual FORUM with the following Terms of Reference:

#### Terms of reference for an AONB Annual Forum

The AONB Forum advises the AONB Partnership and champions the AONB, provides a united voice to promote its care and management. By bringing together a wide range of interests the Forum develops and reviews the AONB Management Plan and takes direct action by leading and supporting initiatives in the area. The AONB Forum:

- Receives the an update on AONB activity and monitors and evaluate progress in achieving the management plan objectives
- Raises awareness of the importance and purpose of the AONB
- Provides a forum for discussion of major issues affecting the AONB
- Encourages and develops community involvement in the management of the AONB
- Explores how partners can assist in the implementation of the management plan
- Promotes innovation, acting as a catalyst for new ideas and approaches
- Plays a lead role in championing a sustainable future for the AONB and its communities<sup>2</sup>
- Encourages and recruits wide political and financial support for management measures

1.2 The AONB Annual Conference will meet annually on such date after the annual meeting of the AONB Partnership as shall be decided by the Officers' Working Group, in consultation with the AONB Partnership.

1.3 The AONB Annual Conference will be chaired by the Chairman for the time being of the AONB Partnership or, in his/her absence, by such person as the attendee may elect. If any AONB Annual Forum has a particular theme, the Chairman of the AONB Partnership, with the

<sup>2</sup> Linked to the vision of a sustainable Wales in One Wales One Planet, Sustainable Development Charter, Welsh Assembly Government, May 2010

concurrence of the specialist presenter, may nominate that person to act as Chairman for that meeting.

- 1.4 Each attendee will be entitled to speak and, if there is a vote, to vote on any item of business.
- 1.5 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 attendees on a show of hands. The Chairman will not have a casting vote.

## **2. Secretariat**

- 2.1 The AONB Team will:
  - (a) provide the Secretariat for the AONB Annual Forum
  - (b) arrange the venue (at a convenient location within or close to Clwydian Range and Dee Valley AONB)
  - (c) convene each AONB Annual Forum 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 Forum.
- 2.2 The AONB Team will ensure that a written report of the proceedings of the AONB Annual Forum is referred to the Officers' Working Group, the AONB Partnership and the Joint Committee as soon as is practicable after the AONB Annual Conference has been held and that any recommendations made by the AONB Annual Forum to any of them are considered.

## **3. Delegated Powers**

- 3.1 The AONB Annual Forum will not have any delegated powers. Any recommendation made by the AONB Annual Forum to the Officers' Working Group, the AONB Partnership 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 Actions 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 under spends 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 Actions 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

APPENDIX 7

JOINT COMMITTEE BUDGET 2013/14

<b>AONB JOINT COMMITTEE PROPOSED BUDGET</b>		
	2013/14	
<b>TOTAL AONB NET BUDGET</b>	<b>£205,202</b>	
<b>TOTAL EXPENDITURE BUDGET</b>	<b>£391,427</b>	
<b>TOTAL INCOME BUDGET</b>	<b>-£217,725</b>	
<b>NET CENTRAL CORE BUDGET</b>	<b>£92,638</b>	
<b>Expenditure:</b>	<b>£263,121</b>	
Total Employee Costs	£190,479	
Total Vehicle & Travel Costs	£5,817	
Total Other Office Expenses	£3,825	
Total Project Expenditure - SDF Grants	£63,000	
<b>Income:</b>	<b>-£201,983</b>	
<b>Natural Resources Wales:</b>	<b>-£170,483</b>	
NRW Salary & Project Funding	-£100,483	
SDF Salary Funding	-£7,000	
SDF Grant Funding	-£63,000	
<b>Other Authority Funding:</b>	<b>-£31,500</b>	
Wrexham CBC Funding	-£5,000	
Flintshire CC Funding	-£26,500	
* Included as Net Budget		
<b>Net Core Budget Allocated per Authority - Equal Allocation</b>		
Denbighshire CC		£30,879
Flintshire CC		£30,879
Wrexham CBC		£30,879
<b>NET AREA CORE BUDGET</b>	<b>£112,563</b>	
<b>Expenditure:</b>	<b>£128,306</b>	
Total Employee Costs	£106,351	
Total Vehicle & Travel Costs	£16,527	
Total Other Office Expenses	£428	
Total Project Expenditure	£5,000	

**Income:** **-£15,742**

**Natural Resources Wales:** **-£12,538**

NRW Project Funding -£1,517

NRW Clwyd Forest Partnership Funding -£11,021

**Other DCC Funding - 13/14 Only** **-£3,204**

**Area Budget Allocated per Authority - Area %**

Denbighshire CC - 80% £90,050

Flintshire CC - 10% £11,250

Wrexham CBC - 10% £11,250

<b>Joint Committee Funding:</b>	<b>2013/14 Actual</b>	<b>Core/Area Apportionment</b>
<b>Denbighshire CC *</b>	<b>£173,702</b>	<b>£120,938</b>
<b>Flintshire CC</b>	<b>£26,500</b>	<b>£42,130</b>
<b>Wrexham CBC</b>	<b>£5,000</b>	<b>£42,130</b>

*\* Note - It is not proposed that DCC will be reducing their annual subsidy based on the Core/Area apportionment*

**AONB TEAM**

**CORE TEAM POSTS 2013/2014**

Full Time: 7 Part Time: 3

AONB Officer (x1)  
Assistant AONB Officer (x1)  
Policy and Access Officer (x1)  
Communications Officer (x1) Part Time  
Planning Officer (x1) Part Time  
Grants Officer (x1)  
Countryside Officer (x1)  
Area Project Officers (x3) 1 Part Time

**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  
DENBIGHSHIRE COUNTY COUNCIL  
was hereunto affixed in the presence of:-

Chairman

**Authorised Signatory**

THE COMMON SEAL of  
FLINTSHIRE COUNTY COUNCIL  
was hereunto affixed in the presence of:-

**Chair Of Council**

**Principal Solicitor**

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

Head of Corporate and Customer Services



