



Memorandum of Agreement

Kent High Weald Partnership April 2024

Memorandum of Agreement

Agreement between **The Kent County Council** and **Tunbridge Wells Borough Council**

1. Agreement timescale

This agreement between the above authorities relates to the continuation of the Kent High Weald Partnership from 01 **April 2024 to 01 April 2027 (3 years)**

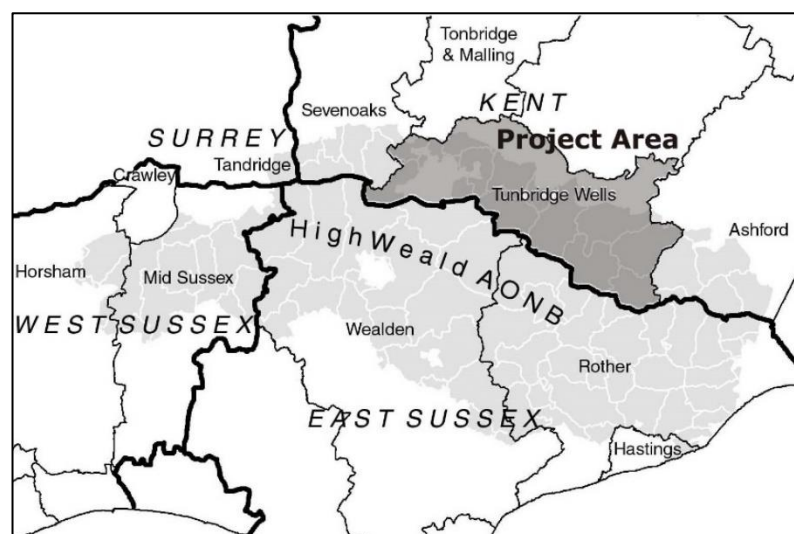
2. Background/ Powers

The Partnership was established in July 1991 to carry out countryside management within the Borough of Tunbridge Wells.

Kent High Weald Partnership is an initiative established under powers in section 2(1) of the Local Government Act 2000, based within Tunbridge Wells borough, but working outside the Borough in the High Weald AONB with the agreement of the core funding partners, to widen the project funding base and fulfil our objectives across a wider area.

3. The Area

The Borough of Tunbridge Wells and the High Weald AONB



4. Mission Statement

To connect people and nature through conservation, education, and wellbeing. Through its work Kent High Weald Partnership will support the development of resilient communities and resilient ecosystems that mean people and wildlife can thrive together.

5. Strategic Aims of the Partnership:

- Recognise and promote the value of volunteering, improve accessibility to volunteering opportunities and increase the number of people taking part in volunteering across all communities.
- Enhance, protect and restore wildlife & biodiversity through conservation tasks and other activities that raise awareness and encourage understanding of the local environment, High Weald AONB and wider area and responsibility for the natural world.
- Develop opportunities for lifelong learning and experiences that inspire and engage all parts of the community.
- Encourage and support people to improve their physical and mental wellbeing through access to the outdoors, nature-based activities and interventions that enhance lives and nature.
- Develop community partnerships and networks that improve our ability to deliver our aims using a collaborative approach.
- Review the way we work to build resilience and create a financially sustainable model.

6. Organisation

- A Steering Group will be established to agree on the partnership's strategy and direction, determine priorities and monitor progress.
- Core funding members shall agree to provide a suitable representative on the Steering Group and allow attendance at all reasonably convened meetings.
- The Partnership will operate under the day-to-day direction of the Partnership Manager with the assistance of such staff as the Partnership may prove to warrant and as may be agreed between the participating Partnership core-funding partners.

7. Steering Group

- The responsibilities of the Steering Group are to agree on policy and strategic issues and direction, determine priorities, and to monitor progress.
- The Steering Group shall at all times be comprised of a representative from Kent County Council and from Tunbridge Wells Borough Council and such other persons as the Steering Group may from time to time invite. As of the commencement of this agreement the Steering Group includes representatives from:
 - Kent County Council
 - Tunbridge Wells Borough Council
 - High Weald AONB Unit
 - Forestry England
 - Town and Country Housing
- The Steering Group shall select and appoint a Chair who shall be a representative of a Core Funder, or ideally independent.
- Each Core Funder shall have one vote save that in the case of equality the Chair shall be entitled to a second or casting vote.
- In the absence of consensus, all decisions of the Steering Group shall be by resolution which shall be proposed and seconded and determined by majority vote.
- The Steering Group shall meet not less than two times a year.
- Any member of the Steering Group may, by giving 6 weeks notice call a special meeting of the Steering Group.
- The Partnership staff shall take and keep minutes of Steering Group proceedings.
- Any amendments to the Agreement shall be made by the Steering Group and may need to be separately approved by each Core Funder.
- The Steering Group will pay particular attention to:
 - The overall standard of achievement and long-term effectiveness;
 - The balance between different aspects of the work;
 - The effectiveness/ flexibility of the Partnership Manager and working arrangements;
 - The co-ordination of the work of the Partnership and the work of other organisations involved, such as local authorities or other projects;
 - Approving and monitoring annual budget and Business Plan;
 - The financial management of the Partnership;
 - Contents of annual report and meetings/events for Members and the Public.

8. Partnership Staff

- All staff shall be employed by KCC, and to KCC's pay scale and conditions.
- Vacancies for staff posts will be advertised by KCC. In the event of staff resignation or dismissal, interviews for the appointment of replacement will be carried out by representatives of the Steering Group, as appropriate and the post's line manager. Any appointment must be by joint agreement of/ selection by these representatives.
- The Partnership Team at the commencement of this agreement, will consist of a Partnership Manager and a number of Partnership Officers appropriate to the funding and projects in place (currently 4 full time POs and 2 part time POs).

9. The Role of the Partnership Manager

- To co-operate with and where appropriate, co-ordinate the work of the Core Funders and other organisations, identifying problems, conflicts and opportunities for action, and developing a management strategy for the area in conjunction with Steering Group representatives.
- To ensure the implementation of projects. With volunteers where appropriate, considering where work would be more suitably carried out by contractors.
- To promote the Partnership throughout the area with particular reference to potential sponsors and core funding groups.
- To work in close liaison with other groups, and the private, public and voluntary sector to achieve external funding of the Partnership and its activities.
- To ensure consultation with local members, councillors, parish councils and other bodies on specific projects, as appropriate and organise an annual tour of inspection.
- To attend and make presentations to meetings of the Steering Group and Committee/Cabinet meetings of Local Authority Core-Funders as required.
- To produce a Business Plan, budget and Work Programme which is agreed by the members of the Steering Group.
- To develop partnerships to achieve the work.
- To ensure that all work complies with KCC financial regulations, codes of practice and authorised expenditure limits.

10. Documentation

The following reports shall be prepared by the Partnership Manager:

- **Business Plan**, updated when appropriate.
- **Annual report**,
- **Bi-annual project reports, budgets and financial statements** (circulated in advance of the Steering Group meeting), to include the reporting of achievements against previously agreed targets.
- **Agendas and minutes** of the Steering Group meeting.

11. Financial Arrangements

- The Core-Funding Partners shall give support to the aims and objectives of the Partnership and, subject to funding being available, will not unreasonably withhold or delay payment of their contribution.
- All expenditure shall be governed by the Financial Regulations and Standing Orders of KCC.
- All expenditure in respect of the Partnership shall be borne by KCC as the Lead Body/ employing authority.
- Any person authorised by any of the Core-Funding Partners shall be entitled at all reasonable times to examine the progress of the Partnership or to inspect any relevant books, documents, records or accounts, but subject to any statutory or other restrictions including the Data Protection Act 1998 and any duty of confidentiality.
- Core costs will be estimated each year by KCC and met by the Core Funding Partners through an annual grant plus funds raised by the Partnership.
- Project finances will be administered by KCC which will be responsible for:
 - Producing estimates and accounts.
 - The exercise of proper financial control.
 - Arranging public liability insurance cover for staff and volunteers and insuring property and equipment.
 - Submitting estimates/statements and claiming of grants.
 - Submitting invoices to core funding partners.
 - Other services to include Personnel and some staff training.

12. Termination

- Any Core Funding Partner may withdraw from the Partnership (without prejudice to any obligations or rights), giving six months' notice, in writing to the Chair of the Steering Group or to all Core-Funding Partners.

- In the event of the termination of the Agreement;

Should the core funding partners decide to terminate the Agreement, then any surplus 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 Project 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 (employment). This Clause ** shall survive termination of this Agreement.

13. Arbitration

Any dispute or difference between the Core Funding Partners in connection with this Agreement shall be referred to a sole arbitrator to be appointed by the Core Funding Partners or, failing agreement, by the Chartered Institute of Arbitrators.

14. Contracts (rights of Third Parties) Act 1999

This agreement does not create any right enforceable by any person not a party to it nor does it create any right enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

Signed on behalf of.....

Kent County Council

Authorised signatory

Signed on behalf of.....

Tunbridge Wells Borough Council

Authorised signatory