

# Chichester Harbour Conservancy

[www.conservancy.co.uk](http://www.conservancy.co.uk)

## CHICHESTER HARBOUR LOCAL AUTHORITIES MEMORANDUM OF AGREEMENT April 2019 to March 2024

### Introduction

1. This Memorandum of Agreement ("the Memorandum") is entered into under Sections 84(4) and 89(2) of the Countryside and Rights of Way Act 2000 ("the 2000 Act") by Chichester Harbour Conservancy ("the Conservancy") and the local authorities in the Chichester Harbour Area of Outstanding Natural Beauty ("AONB"), that is Chichester District Council, Hampshire County Council, Havant Borough Council and West Sussex County Council ("the Local Authorities").

### Purpose

2. The purpose of this Memorandum is to provide for the discharge, by the Conservancy, of the Local Authorities' powers to take all such action as appears to them expedient for the accomplishment of the purpose of conserving and enhancing the natural beauty of the Chichester Harbour AONB, including production of a Management Plan, to the employment of an AONB staff unit for this purpose and to make provision for the Local Authorities to contribute financially towards the expenses incurred by the Conservancy as a consequence of the provisions of this Memorandum.

### Governance arrangements

3. The Conservancy is a statutory body created by the Chichester Harbour Conservancy Act 1971 ("the 1971 Act") and, within the Amenity Area defined in the 1971 Act ("the amenity area") the Conservancy may, with the consent of Hampshire and West Sussex County Councils ("the County Councils"), exercise the powers of a County Council under relevant provisions of the National Parks and Access to the Countryside Act 1949 and the Countryside Act 1968. The County Councils hereby consent to the exercise of their relevant powers by the Conservancy within the Amenity Area. The Conservancy comprises 12 members appointed by the Local Authorities and three members appointed by the Chichester Harbour Conservancy Statutory Advisory Committee ("the Advisory Committee"). The Statutory Advisory Committee is appointed under Section 11 of the 1971 Act and comprises up to 17 members, appointed by the Conservancy to represent the range of interests in Chichester Harbour. The Local Authorities recognise the Conservancy as the AONB Joint Advisory Committee ("JAC") for Chichester Harbour AONB.



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## Objectives of Management

4. The Conservancy will pursue the following management objectives for the AONB, the precise delivery level for each to be detailed in the annual work programme and to be subject to available resources:
  - (i) Developing a Vision and strategy for AONB management;
  - (ii) Preparing, with constituent authorities, an AONB Management Plan as required by the 2000 Act;
  - (iii) Promoting the Vision and strategy to help distinguish the AONB from adjacent countryside;
  - (iv) Co-ordinating the implementation of the Management Plan;
  - (v) Co-ordinating or advising on relevant Local Authority services in the AONB, to go beyond the normal level of service in countryside management;
  - (vi) Monitoring and reporting on progress against Management Plan targets;
  - (vii) Accessing resources for undertaking management activities, including external financing, project development and proposals, and providing matching funding for special projects;
  - (viii) Utilising advice, and liaison with AONBs at a national level;
  - (ix) Providing an internal management role to co-ordinate AONB protection;
  - (x) Promoting the value of the AONB to the community;
  - (xi) Developing an involvement by the community in the management of the AONB;
  - (xii) Providing planning advice and related activities; and
  - (xiii) Seeking additional funds to assist with the delivery of management activity.
5. The geographical jurisdiction of this Memorandum includes the entire Amenity Area as defined in the 1971 Act and the land outside of the Amenity Area but within AONB boundary as defined by the 1964 Chichester Harbour AONB designation map.
6. The Conservancy will co-ordinate the delivery of projects in support of the implementation of the Management Plan, either through the AONB staff unit, or directly by the Local Authorities.
7. The final Management Plan will be approved formally by each authority prior to implementation.

## Employment of Staff

8. The Conservancy will employ an AONB staff unit, located at the Harbour Office at Itchenor. The Conservancy will ensure that the AONB staff unit complies with any legal or local government requirements; will employ officers on an appropriate local government or equivalent salary scales; will hold the AONB staff unit account; collect and receive income; make authorised payments, provide regular financial information, make grant applications and accept offers; be responsible for exercising appropriate financial control over any expenditure undertaken by the AONB staff unit; and manage the AONB Manager. The AONB staff unit will produce and publish annual reviews of activity and achievements to publicise its work.





9. An Officers' Management Plan Task and Finish Group comprising representatives of all partner Local Authorities and Natural England assists with the preparation of the Management Plan.

#### Financial arrangements

10. The costs of the AONB staff unit, associated project costs and the production of the Management Plan will be met, in the first instance, by the Conservancy, which will be responsible for the exercise of proper financial control and for collecting contributions from any other funding bodies. The Conservancy will use for this purpose its ability, under section 63 of the 1971 Act, to require Hampshire and West Sussex County Councils to contribute towards the costs of its work, grant aid from the Department for Environment, Food and Rural Affairs, and other funds from its own resources, as it deems necessary.
11. The budget will be agreed annually by the Conservancy by 1<sup>st</sup> December of each year in respect of the year beginning 1<sup>st</sup> April next and according to the agreed staffing levels, actual activity to be undertaken in the annual work programme and based on an estimate of actual costs.

#### **Period of Memorandum and Review**

12. This Memorandum will run for five years from 1 April 2019, until 31 March 2024. Subject to the agreement of the Conservancy, it may have an interim review during the five-year period.

#### **Termination**

13. Any of the parties may, by giving not less than three months' written notice, terminate their participation in the Memorandum, setting out the reasons for termination. A review of the viability of the continuation of the partnership will be carried out by the remaining parties.
14. The Local Authorities will pay towards costs in respect of inescapable contractual commitments entered into in good faith prior to any party giving notice of termination, whether or not such commitments involve expenditure after the date of termination. However, for the avoidance of doubt, the said contractual commitments should not include contracts of employment or agreements to retain the services of a worker or consultant in relation to the AONB.

#### **Arbitration**

15. Any dispute arising from the interpretation of the terms of this Memorandum shall, at the option of the agreed partner, be referred to the arbitration of a single arbitrator to be agreed upon by the partners involved. Failing such agreement, an arbitrator may be nominated by a mutually acceptable institution.



Signed

[Redacted Signature]

Date

17.6.19

Position

*Director & Harbour Master*  
**on behalf of Chichester Harbour Conservancy**

Signed

[Redacted Signature]

Date

26.6.19

Position

*Director of Planning & Environment*  
**on behalf of the Chichester District Council**

Signed

[Redacted Signature]

Date

13-11-19

Position

*Director*  
**on behalf of Hampshire County Council**

Signed

[Redacted Signature]

Date

26/9/19

Position

*Director of Economy, Transport & Environment*  
**on behalf of Havant Borough Council**

Signed

[Redacted Signature]

Date

Position

*Principal Solicitor*  
**on behalf of West Sussex County Council**  
16437/8/9/40/1/19

