

Borough Council of
**King's Lynn &
West Norfolk**



CABINET SCRUTINY COMMITTEE

AGENDA

**WEDNESDAY 20th JUNE 2012
at 6pm**

Committee Suite
King's Court
Chapel Street
King's Lynn
Norfolk
PE30 1EX



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Borough Council of
**King's Lynn &
West Norfolk**



King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX.
Telephone: 01553 616275
Fax: 01553 691663

12th June 2012

Dear Member

Cabinet Scrutiny Committee

You are invited to attend a meeting of the above-mentioned Committee which will be held on **Wednesday 20th June 2012** at **6pm** in the **Committee Suite, King's Court, Chapel Street, King's Lynn** to discuss the business shown below.

Yours sincerely,

Chief Executive

AGENDA

1. **Appointment of Chairman**

To appoint a Chairman of the Committee for the municipal year.

2. **Appointment of Vice-Chairman**

To appoint a Vice-Chairman of the Committee for the municipal year.

3. **Apologies for Absence**

To receive any apologies for absence.

4. **Minutes**

To approve the minutes of the meeting held on 21st March 2012 previously circulated (pages 812 - 815).

5. **Urgent Business under Standing Order 7**

To consider any business which, by reason of special circumstances, the Chairman proposes to accept as urgent under Section 100(b)(4)(b) of the Local Government Act, 1972.

6. Declarations of Interest

Please indicate whether the interest is a personal one only or one which is prejudicial. A declaration of a personal interest should indicate the nature of the interest and the agenda item to which it relates. In the case of a personal interest, the Member may speak and vote on the matter. If a prejudicial interest is declared, the Member should withdraw from the room whilst the matter is discussed.

7. Members Present Pursuant to Standing Order 34

Members wishing to speak pursuant to Standing Order 34 should inform the Chairman of their intention to do so and on what items they wish to be heard before the meeting commences. Any Member attending the meeting under Standing Order 34 will only be permitted to speak on those items which have been previously notified to the Chairman.

8. Chairman's Correspondence (if any)

9. Response to Previous Committee Recommendations (if any)

To receive comments, and recommendations from other Council bodies, and any responses subsequent to recommendations, which this Committee has previously made. (N.B. some of the relevant Council bodies may meet after dispatch of the agenda).

10. Matters called-in Pursuant to Standing Order 12 (if any)

11. Scrutiny of Cabinet/Portfolio Holders' Decisions

(a) Cabinet Decisions

Members are requested to bring to the meeting the Agenda and any accompanying documents for the Cabinet meeting held on 6th June 2012 and the Cabinet meeting held on 19th June 2012.

Cabinet – 6th June 2012

The following items have been identified for scrutiny:

- i) Establishment of Norfolk Police and Crime Panel** (Cabinet Agenda item 10(2) page 29)

Councillor N Daubney, (Leader and Portfolio Holder for Corporate/Strategic issues & Resources) and Ray Harding have been invited to attend for this item.

ii) **Local Authority Mortgage Scheme (Cabinet Agenda item 10(6) page 120)**

Councillor B Long (Deputy Leader and Portfolio Holder for Environment) and Duncan Hall, (Strategic Housing & Community Safety Manager) have been invited to attend for this item.

EXCLUSION OF THE PRESS AND PUBLIC

To consider passing the following resolution:

“That under Section 100(A)(4) of the Local Government Act, 1972, the press and public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A to the Act”.

iii) **Update on Nora Housing Joint Venture and authority to sign contracts for infrastructure of site and construction of 46 housing units** (Cabinet Agenda item 10 (9) page 140)

Councillor A Beales (Portfolio Holder for Regeneration) and Dale Gagen (Corporate Project Officer) have been invited to attend for this item.

RETURN TO OPEN SESSION

Cabinet – 19th June 2012

Due to the tight timescales around publication of the Agenda for the Cabinet meeting on 19th June 2012, the following items have been included. Please note the Members of the Cabinet Scrutiny Committee will make a decision on the appropriateness of scrutiny following Cabinet’s decisions on 19th June 2012 meeting.

iv) **Norfolk County Council Minerals and Waste Development Plan Documents – Representations to Pre Submission Documents**
(Cabinet Agenda Item 10 (1) page 9)

Councillor B Long (Deputy Leader and Portfolio Holder for Environment) and Alan Gomm (LDF Manager) have been invited to attend for this item.

EXCLUSION OF THE PRESS AND PUBLIC

To consider passing the following resolution:

“That under Section 100(A)(4) of the Local Government Act, 1972, the press and public be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure

of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A to the Act”.

- v) **Recycle Black Bin Waste – Progress Update** (Cabinet Agenda Item 10 (4) page 69)

Councillor B Long (Deputy Leader and Portfolio Holder for Environment), Dale Gagen (Corporate Project Officer) and Barry Brandford (Waste and Recycling Manager) have been invited this item.

RETURN TO OPEN SESSION

- (b) **Schedule of Portfolio Holders’ Decisions** (attached at pages 1 – 2)

To note recent Portfolio Holders’ Decisions

- i) Financial Assistance Revenue Grants (attached at pages 3 – 9)
- ii) Financial Assistance Revenue Grants (attached at pages 10-11)

EXCLUSION OF THE PRESS AND PUBLIC

To consider passing the following resolution:

“That under Section 100(a)(4) of the Local Government Act, 1972, the press and public be excluded from the meeting for the following item of business on the grounds that it may involve the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A to the Act.”

- iii) Lynnsport 3G Pitch (attached at pages 12 – 14)

RETURN TO OPEN SESSION

- iv) Financial Assistance Revenue Grants (attached at pages 15 – 17)
- v) Financial Assistance Capital Grants (attached at pages 18 – 22)
- vi) Norfolk Coast Partnership Memorandum of agreement (attached at pages 23 – 48)

12. Date of next meeting

The next meeting of the Committee is scheduled to be held on **Thursday 19th July 2012 at 6.00pm.**

Circulation:

Members of Cabinet Scrutiny Committee:

Councillors B Ayres, J Collop, C Joyce, A Lovett, I Mack, T Manley, G Sandell, J M Tilbury and A Tyler

**Management Team Representative: Debbie Gates, Executive Director,
Central Services**

**Cabinet Members: Councillor N Daubney Item 11(i)
Councillor B Long Items 11(ii) (iv) (v)
Councillor A Beales Item 11(iii)**

Chief Executive

Deputy Chief Executive

**Management Team /Officers – Ray Harding Item 11(i)
Duncan Hall Item 11(ii)
Dale Gagen Items 11 (iii) (v)
Alan Gomm Item 11 (iv)
Barry Branford Item 11 (v)**

Nicola Leader: Legal Services Manager and Monitoring Officer

CABINET MEMBERS' DELEGATED DECISIONS LIST – MAY 2011 to 2012

Portfolio Holder	Title of Decision	Date Published	Signing Off Date	Deadline Date	Recommendations	Outcome
Shared Services and External Relations	Financial Assistance Revenue Grants	20.09.11	27.09.11	04.10.11	<p>It is recommended that the following grant decisions are approved:</p> <ul style="list-style-type: none"> - Clenchwarton Bowls Club – Award £400 - Creative Arts East – Award £4,000 - DAFT Crafts – Award £500 - Friday Club – Award £750 - King's Lynn Town Band – Award £1,400 - Little Discoverers West Norfolk School for Parents – Award £1,500 - Terrington Community Fund – Refuse - West Norfolk MIND – Refuse 	Passed
Shared Services and External Relations	Financial Assistance Capital Grants	20.09.11	27.09.11	04.10.11	<p>It is recommended that the following grant decisions are approved:</p> <ul style="list-style-type: none"> - Denver Cricket Club – Award £4,000 (conditional) - Dersingham Sports Ground Committee – Award £10,000 (conditional) - Downham Town Cricket Club – Award £5,000 (conditional) - Marham Parish Council – Award £5,500 - South West Norfolk Youth Opportunities Project – Award £2,500 - Upwell Playing Field Committee – Award £10,000 - Wiggshall St Germans Memorial Hall & Playing Field – Award £2,000 - Wimbotsham Recreation Ground Ltd – Award £10,000 (conditional) 	Passed
Environment and Community	Installation of Solar Photovoltaic Panels on Roofs at King's Court and Lynnsport	06.12.11	13.12.11	20.12.11	<p>It is recommended that the financial, environmental and 'green leadership' potential of this proposal is noted and capital funding be made available.</p> <p>As this project is anticipated to be operational for 25 years the associated risks should also be noted.</p>	Passed

CABINET MEMBERS' DELEGATED DECISIONS LIST – MAY 2011 to 2012

Environment and Community	The Wash and North Norfolk Coast European Marine Site Management Project – Fourth Memo of Agreement 2012-2015	7.03.12	14.03.12	21.03.12	That the Borough Council enters into a Memorandum of Agreement with the other parties to continue the Wash and North Norfolk European Marine Site Management Project for a further 3 years until 2015.	
Shared Services and External Relations	Financial Assistance Revenue Grants	12.04.12	19.04.12	26.04.12	It is recommended that the grant decisions are approved	Passed
Shared Services and External Relations	Financial Assistance Revenue Grants	09.05.12	15.05.12	22.05.12	It is recommended that the grant decision is approved	Passed
Assets	Lynnsport 3G Pitch	15.05.12	21.05.12	28.05.12	That a contribution of £28,600 be made to the replacement of the 3G synthetic pitch at Lynnsport.	Passed
Health & Wellbeing	Financial Assistance Revenue Grants	23.05.12	29.05.12	07.06.12	Determination of application – recommend the grant decision is approved	Passed
Health & Wellbeing	Financial Assistance Capital Grants	23.05.12	29.05.12	07.06.12	Determination of application – recommend the grant decision is approved	Passed
Environment	Norfolk Coast Partnership Memorandum of agreement	31.05.12	08.06.12	15.06.12	That the revised Memorandum of Agreement for the Norfolk Coast Partnership be supported and signed by the Portfolio Holder for Environment	

REPORT TO CABINET MEMBER FOR DECISION

Open		Would any decisions proposed :		
Any especially affected Wards	Discretionary	(a) Be entirely within cabinet's powers to decide YES		
		(b) Need to be recommendations to Council NO		
		(c) Be partly for recommendations to Council NO and partly within Cabinets powers –		
Lead Member: Cllr Elizabeth Nockolds E-mail: cllr.elizabeth.nockolds@west-norfolk.gov.uk		Other Cabinet Members consulted: None		
		Other Members consulted: None		
Lead Officer: David Thomason E-mail: david.thomason@west-norfolk.gov.uk		Other Officers consulted: Sarah Dennis Roger Partridge		
Direct Dial: 01553 616246				
Financial Implications YES	Policy/Personnel Implications NO	Statutory Implications (incl S.17) NO	Equal Opportunities Implications NO	Risk Management Implications YES
Date meeting advertised: 12/04/12		Date of meeting decision to be taken: 19/04/12		
Deadline for Call-In: 26/04/12				

FINANCIAL ASSISTANCE REVENUE GRANTS

Summary

This report details the decisions made in relation to the first round of Financial Assistance Revenue Grants for 2012/13.

Recommendation

It is recommended that the grant decisions listed over page are approved.

Reason for Decision

Determination of applications under the Financial Assistance scheme.

A grants panel meeting was held on 30 March 2012 to assess applications for revenue grants which fall within the Shared Services and External Relations Portfolio. This report details the recommendations made at this meeting by the Portfolio Holder.

The recommendations featured in this report are subject to the 'call-in' procedure. When the grant decision becomes official the applicants will be notified in writing by the Norfolk Community Foundation on behalf of the Borough Council. All terms and conditions of the grants will be stated in the official offer letter.

Councillor Elizabeth Nockolds declared an interest in applications covering the areas of both South Wootton and Castle Rising as Ward member for these areas.

Grants of £2,500 or less

Organisation	Application summary	Amount requested	Amount awarded	Reason why refused or full amount not awarded/ comments
1st Upwell Girls Brigade	A street party- style event to celebrate the Jubilee on 5 June.	£200.00	£200.00	
42F King's Lynn Air Training Corps	Funds are requested to buy a Jubilee souvenir for members	£200.00	£200.00	
Age UK Norfolk	A week long Jubilee celebration at Methwold Community Support Centre	£200.00	£200.00	
Barroway Drove Social Committee	The jointly mark the Diamond Jubilee and 30th anniversary of the village hall with an event on 23 June	£200.00	£150.00	Offered on the condition that the event has a strong Jubilee theme
Barton Bendish P.C.	A weekend of activities from 2-4 June to mark the Diamond Jubilee.	£200.00	£200.00	
Brancaster 71 Club	Community picnic to mark the Jubilee on 2 June.	£200.00	£200.00	
Burnham Market P.C.	An inclusive village Jubilee celebration on 2 June	£200.00	£200.00	
Burnham Norton Parish Meeting	Cost of musicians as part of Jubilee celebrations	£150.00	£150.00	
Burnham Overy P.C.	A range of community activities on 4 June to mark the Diamond Jubilee	£200.00	£200.00	
Burnham Thorpe Playing Field Committee	A Jubilee celebration on 4 June with 1950s style sports	£200.00	£200.00	
Castle Acre P.C.	A weekend of Jubilee celebration activities from 1-4 June.	£200.00	£200.00	
Castle Rising P.C.	To offer a range of activities for Castle Rising residents on 4 June to mark the Diamond Jubilee.	£200.00	£100.00	This is a shared event with 2 other Parishes, therefore a reduced contribution is offered
Congham P.C.	To hold a street party to mark the Jubilee on 3 June.	£200.00	£200.00	
Dersingham Drop In	A 'giant Jubilee intergenerational tea party' on 2 June.	£200.00	£200.00	
Dersingham Evening WI	A combined celebration of the Jubilee, and the group's 50th Anniversary on 27 June.	£200.00	£100.00	
Dersingham Infant & Nursery School	To host a community event at the school to mark the Jubilee.	£200.00	£150.00	
Docking P.C.	A Diamond Jubilee celebration for the residents of Docking on Sunday 3 June.	£200.00	£200.00	
Downham Market Town Council	A day of celebration to mark the Jubilee on 5 June.	£200.00	£200.00	
East Rudham P.C.	A village street party to celebrate the Jubilee	£200.00	£200.00	
East Walton Village	A community picnic, entertainments and inter-village games during the Jubilee bank holiday.	£200.00	£200.00	

Eastgate Primary School	A Jubilee street party on school grounds on 1 June	£200.00	£200.00	The school is encouraged to include the local community in its celebrations
Friends of Snettisham Primary School	A day of celebration activities for the school children to mark the Jubilee	£180.00	£50.00	The school is encouraged to include parents and friends in its celebrations
Gayton Parochial Church Council	A barn dance to celebrate the Jubilee on 1 June.	£200.00	£200.00	
Harpley Young and Active	A street party on 3 June to mark the Jubilee	£200.00	£200.00	
Heacham P.C.	A street party to mark the Jubilee on 4 June.	£200.00	£200.00	
Highgate Infant School	A street party in school grounds to mark the Jubilee	£90.00	£90.00	
Howard Infant & Nursery School	To create a raised bed at the school to mark the Jubilee.	£200.00	£100.00	
Hunstanton Town Council	A range of activities to celebrate the Diamond Jubilee on the green and the beach at Hunstanton.	£200.00	£200.00	
Ingoldisthorpe Village W.I	A tea party to mark the Jubilee on 9 June.	£200.00	£200.00	Offered on the condition that the wider community is invited to take part
Leziate Ashwicken & Bawsey Village Hall Committee	A community fete and street party to mark the Jubilee on 30th June.	£185.00	£185.00	
Marham Parish Council	Marham Jubilee Games to mark the Queens Diamond Jubilee on 20 April.	£200.00	£200.00	
Marshland Residents Association	A Jubilee celebration including residents of the care home and the wider community.	£200.00	£200.00	
Methwold Community Action Group	To hold a community event combining a Big Jubilee lunch and fete on 2 June.	£200.00	£200.00	
Middleton Village Hall Management Committee	The hold a village fete on 4 June	£200.00	£200.00	
Nordelph Village Hall	A village fun day to mark the Jubilee on 5 June.	£200.00	£200.00	
North Creake P.C.	A community celebration to mark the Jubilee on 3 -4 June.	£200.00	£200.00	
North Wootton P.C.	Contribution to the cost of a joint event to mark the Jubilee.	£200.00	£100.00	This is a shared event with 2 other Parishes, therefore a reduced contribution is offered
Old Hunstanton P.C.	To hold a tea-party event to celebrate the Jubilee.	£200.00	£200.00	
Outwell Queen's Jubilee Committee	A series of celebration events over the Diamond Jubilee bank holiday weekend.	£200.00	£200.00	
Roydon Community Events Committee	A Vintage Funday and fete on 4 June to mark the Jubilee.	£200.00	£200.00	
Rudhams & District Village Hall Committee	An evening celebration event to mark the Jubilee on 4th June	£200.00	£200.00	

Sedgeford Village Hall & Recreation Ground	A family funday to celebrate the Jubilee on 4 June.	£200.00	£200.00	
Snettisham Events Committee	A weekend of community Jubilee celebrations	£200.00	£200.00	
South Creake Community Events	A community event on 3 June to mark the Diamond Jubilee	£200.00	£200.00	
South Wootton P.C.	An evening event to celebrate the Diamond Jubilee on 4 June	£200.00	£100.00	This is a shared event with 2 other Parishes, therefore a reduced contribution is offered
Southery Playgroup	Costs of creating a carnival float for the playgroup	£200.00	£200.00	
St Michael's Family Centre	A Jubilee Community Tea Party on 4 June.	£200.00	£200.00	
St Michaels Primary School	To host a community event at the school to mark the Jubilee	£125.00	£125.00	
Stoke Ferry P.C.	A community event for the village of Stoke Ferry on 4 June.	£200.00	£200.00	
Stow Bardolph P.C.	A family celebration day to mark the Jubilee.	£200.00	£200.00	
Syderstone Jubilee Committee	A day of community events to celebrate the Jubilee on 2 June	£200.00	£200.00	
Tapping House Hospice	To hold a Diamond Jubilee event on June 4 combining a community event and fundraiser for the Hospice.	£200.00	£50.00	A reduced amount is offered as this is primarily a fundraiser for the Hospice
Terrington Community Fund	A Jubilee Jazz Brunch on 27 May.	£200.00	£200.00	
Terrington St John P.C.	A community activity to mark the Jubilee on Saturday 2 June.	£200.00	£200.00	
Tilney St Lawrence Village Committee	A Jubilee dance on 1 June.	£200.00	£200.00	
Watlington Village Hall Management Committee	A range of Jubilee activities from 31st May - 3 June.	£200.00	£200.00	
Wereham Village Hall	A 'Big Jubilee Lunch' and other community activities to mark the Jubilee	£200.00	£200.00	
West Norfolk Befriending	A tea party for clients to mark the Diamond Jubilee on 1 June.	£200.00	£200.00	
West Norfolk Carers Association	A street party on 4 June for young carers and their families to celebrate the Jubilee	£200.00	£200.00	
West Norfolk Deaf Association	A Jubilee celebration at the charity's base on 5 June.	£200.00	£200.00	
West Rudham P.C.	A joint Jubilee celebration with East Rudham.	£200.00	£150.00	This is a shared event with East Rudham, therefore a reduced contribution is offered
West Walton Village Hall Management Committee	A series of events for the local community throughout the Jubilee weekend, beginning 1 June.	£200.00	£200.00	Offered towards community event costs only
West Winch Parish Council	A range of activities to involve the community in Diamond Jubilee celebrations on 4 June.	£200.00	£200.00	

Whitefriars Church of England Voluntary Aided Primary School	To hold a Jubilee celebration for the school on 29-30th May	£200.00	£200.00	
Wiggenhall St. Germans Memorial Hall & Playing Field	A community celebration to mark the Jubilee	£200.00	£200.00	
Wimbotsham P.C.	A 3 Day Jubilee celebration from 2-4 June.	£200.00	£200.00	
Wootton Park Association	A community picnic to celebrate the Jubilee on 2 June.	£200.00	£200.00	
Friends of the Walks	To plant fruit trees on the Walks in King's Lynn	£200.00	£0.00	The project was not a community celebration and did not fulfil the criteria
West Norfolk Voluntary & Community Action	To promote Volunteers' Week during community Jubilee activities	£177.00	£0.00	The project was not a community celebration and did not fulfil the criteria
Whitefriars Summer Club	Creating a time capsule to mark the Jubilee	£200.00	£0.00	The project was not a community celebration and did not fulfil the criteria
Rudhams Playing Field Association	A fundraising disco to coincide with the Jubilee celebrations on 3 June	£200.00	£0.00	The main focus of this project is to raise funds for the new Pavilion - the group can apply to the Borough's Capital fund to help towards this cost
Terrington St John Primary School	A Diamond Jubilee street party at the school.	£200.00	£0.00	The village has been awarded funds separately towards its Olympics celebrations
Castle Acre Playing Field Association	A day of summer sports coaching for children inspired by the Olympics	£200.00	£200.00	
Docking Playing Fields Association	Sports events to mark the 1948 Olympic torch relay on 2 June.	£200.00	£200.00	
Downham Market Town Council	A series of events to celebrate the 2012 Olympics throughout the year.	£200.00	£200.00	
Great Massingham Multi-Sports Club	To support village activities as part of the 1948 Torch Relay in June.	£200.00	£200.00	
Heacham Club Charity	A sports themed day to mark the arrival of the 1948 Olympic Torch on 2 June.	£200.00	£200.00	
Howard Infant & Nursery School	A mini Olympics for children to be held in July 2012	£200.00	£200.00	
South Creake Community Events	A 'Village Olympics' event on 22 July.	£200.00	£200.00	
South Wootton P.C.	Funds are requested to offer refreshments during the torch relay on 4 July.	£200.00	£100.00	
Terrington St Clement P.C.	To host a sports taster day on 5 June.	£200.00	£200.00	
Upwell Playing Field Committee	A community sports taster day to mark the arrival of the 1948 Olympic Torch	£200.00	£200.00	
West Norfolk Mencap	To hold an indoor Olympics event in August 2012.	£200.00	£100.00	
Whitefriars Summer Club	A summer club for local children featuring Olympic-themed activities	£200.00	£150.00	

Wiggenhall St. Germans P.C.	To hold a community event inspired by the Olympics on 21 July.	£200.00	£150.00	
East Rudham P.C.	A community event to mark the official Olympic Torch passing through the village	£200.00	Defer	Decision is deferred as the Parish Council is yet to confirm its plans
Rudhams Playing Field Association	A fundraising BBQ to coincide with the arrival of the torch on July 4	£200.00	£0.00	The main focus of this project is to raise funds for the new Pavilion - the group can apply to the Borough's Capital fund to help towards this cost
South Wootton Junior School	To involve schoolchildren in activities to mark the arrival of the Olympic torch	£130.00	£0.00	The village has been awarded funds separately towards its Olympics celebrations
West Norfolk Deaf Association	To hold a torch relay celebration as part of school holiday activities	£200.00	£0.00	The project was not a community celebration and did not fulfil the criteria
		TOTAL	£14,500.00	

Grants over £2,500

None considered

Financial Implications

The total Financial Assistance Revenue Grants budget for 2012/13 is summarised as follows:

	£
Financial Assistance Revenue Grants budget 2012/13	23,000
Commitments	
This report	14,500
Community and Culture Revenue Grants already approved in 2012/13	0
Total Commitments	14,500
Balance Of Funds Available 2012/13	8,500

There is sufficient budget provision to cover all recommendations in this report.

Policy Implications

The applications are in line with the Corporate Strategic Objectives.

Statutory Implications

None.

Risk Implications

Failure to assist local, voluntary organisations in helping meet the Borough Council's corporate objectives.

Access to Information

Completed grant application forms for each funding request.

Signed:

Cabinet Member for

Date

Swinter/templates /delegated decision header

REPORT TO CABINET MEMBER FOR DECISION

Open		Would any decisions proposed :		
Any especially affected Wards	Discretionary	(a) Be entirely within cabinet's powers to decide YES		
		(b) Need to be recommendations to Council		NO
		(c) Be partly for recommendations to Council and partly within Cabinets powers –		NO
Lead Member: Cllr Elizabeth Nockolds E-mail: cllr.elizabeth.nockolds@west-norfolk.gov.uk		Other Cabinet Members consulted: None		
		Other Members consulted: None		
Lead Officer: David Thomason E-mail: david.thomason@west-norfolk.gov.uk Direct Dial: 01553 616246		Other Officers consulted: Sarah Dennis		
Financial Implications YES	Policy/Personnel Implications NO	Statutory Implications (incl S.17) NO	Equal Opportunities Implications NO	Risk Management Implications YES
Date meeting advertised: 09/05/12		Date of meeting decision to be taken: 15/05/12		
Deadline for Call-In: 22/05/12				

FINANCIAL ASSISTANCE REVENUE GRANTS

Summary

This report details a decision made in relation to Financial Assistance Revenue Grants for 2012/13.

Recommendation

It is recommended that the grant decision listed is approved.

Reason for Decision

Determination of applications under the Financial Assistance scheme.

A grants meeting was held on 3rd May 2012 to assess an application for a revenue grant which falls within the Shared Services and External Relations Portfolio. This report details the recommendation made at this meeting by the Portfolio Holder.

The recommendation featured in this report is subject to the 'call-in' procedure. When the grant decision becomes official the applicant will be notified in writing by the Norfolk Community Foundation on behalf of the Borough Council. All terms and conditions of the grants will be stated in the official offer letter.

Organisation	Application summary	Amount requested	Amount awarded	Reason why refused or full amount not awarded/ comments
West Walton Parish Council	The Parish Council would like to purchase a souvenir mug for the school children to commemorate the Jubilee	£200	£200	
		TOTAL	£200	

Financial Implications

The total Financial Assistance Revenue Grants budget for 2012/13 is summarised as follows:

	£
Financial Assistance Revenue Grants budget 2012/13	23,000
Commitments	
This report	200
Community and Culture Revenue Grants already approved in 2012/13	14,500
Total Commitments	14,700
Balance Of Funds Available 2012/13	8,300

There is sufficient budget provision to cover the recommendation made in this report.

Policy Implications

The applications are in line with the Corporate Strategic Objectives.

Statutory Implications

None.

Risk Implications

Failure to assist local, voluntary organisations in helping meet the Borough Council's corporate objectives.

Access to Information

None.

Signed:

Cabinet Member for

Date

REPORT TO CABINET MEMBER FOR DECISION

Open		Would any decisions proposed :		
Any especially affected Wards	Discretionary	(a) Be entirely within cabinet's powers to decide YES		
		(b) Need to be recommendations to Council NO		
		(c) Be partly for recommendations to Council and partly within Cabinets powers – NO		
Lead Member: Cllr Elizabeth Nockolds E-mail: cllr.elizabeth.nockolds@west-norfolk.gov.uk		Other Cabinet Members consulted: None		
		Other Members consulted: None		
Lead Officer: David Thomason E-mail: david.thomason@west-norfolk.gov.uk Direct Dial: 01553 616246		Other Officers consulted: Sarah Dennis Roger Partridge Les Miller		
Financial Implications YES	Policy/Personnel Implications NO	Statutory Implications (incl S.17) NO	Equal Opportunities Implications NO	Risk Management Implications YES
If not for publication, the paragraph(s) of Schedule 12A of the 1972 Local Government Act considered to justify that is (are) paragraph(s)				
Date meeting advertised: 23/05/12		Date of meeting decision to be taken: 29/05/12		
Deadline for Call-In: 07/06/12				

FINANCIAL ASSISTANCE REVENUE GRANTS

Summary

This report details the decisions made in relation to the second round of Financial Assistance Revenue Grants for 2012/13.

Recommendation

True's Yard Fisherfolk Museum – Award £200
Creative Arts East – Award £2,500
Different Strokes King's Lynn – Award £1,500
Hunstanton Drama Festival of One-Act Plays – Award £700

Reason for Decision

Determination of applications under the Financial Assistance scheme.

A grants panel meeting was held on 17 May 2012 to assess applications for revenue grants which fall within the Shared Services and External Relations Portfolio. This report details the recommendations made at this meeting by the Portfolio Holder.

The recommendations featured in this report are subject to the 'call-in' procedure. When the grant decision becomes official the applicants will be notified in writing by the Norfolk Community Foundation on behalf of the

Borough Council. All terms and conditions of the grants will be stated in the official offer letter.

Grants of £2,500 or less

Organisation	Application summary	Amount requested	Amount awarded	Reason why refused or full amount not awarded/ comments
True's Yard Fisherfolk Museum	To hold a historical exhibition to celebrate the Queen's Jubilee.	£1,500.00	£200.00	A partial grant was offered in line with sums awarded to other Jubilee celebration events.
Creative Arts East	To contribute to annual operational costs.	£5,000.00	£2,500.00	A reduced sum was awarded due to revenue budget constraints.
Different Strokes King's Lynn	To continue to offer art workshops for members.	£2,000.00	£1,500.00	A reduced sum was awarded due to revenue budget constraints.
Hunstanton Drama Festival of One-Act Plays	To contribute to the costs of hiring the Princess Theatre	£700.00	£700.00	
		TOTAL	£4,900.00	

Grants over £2,500

None considered

Financial Implications

The total Financial Assistance Revenue Grants budget for 2012/13 is summarised as follows:

	£
Financial Assistance Revenue Grants budget 2012/13	23,000
Commitments	
This report	4,900
Community and Culture Revenue Grants already approved in 2012/13	14,700
Total Commitments	19,600
Balance Of Funds Available 2012/13	3,400

There is sufficient budget provision to cover all recommendations in this report.

Policy Implications

The applications are in line with the Corporate Strategic Objectives.

Statutory Implications

None.

Risk Implications

Failure to assist local, voluntary organisations in helping meet the Borough Council's corporate objectives.

Access to Information

Completed grant application forms for each funding request.

Signed:

Cabinet Member for

Date

Swinter/templates /delegated decision header

REPORT TO CABINET MEMBER FOR DECISION

Open		Would any decisions proposed :		
Any especially affected Wards	Discretionary	(a) Be entirely within cabinet's powers to decide YES		
		(b) Need to be recommendations to Council NO		
		(c) Be partly for recommendations to Council and partly within Cabinets powers – NO		
Lead Member: Cllr Elizabeth Nockolds E-mail: cllr.elizabeth.nockolds@west-norfolk.gov.uk		Other Cabinet Members consulted: None		
		Other Members consulted: None		
Lead Officer: David Thomason E-mail: david.thomason@west-norfolk.gov.uk Direct Dial: 01553 616246		Other Officers consulted: Sarah Dennis Roger Partridge Les Miller		
Financial Implications YES	Policy/Personnel Implications NO	Statutory Implications (incl S.17) NO	Equal Opportunities Implications NO	Risk Management Implications YES
If not for publication, the paragraph(s) of Schedule 12A of the 1972 Local Government Act considered to justify that is (are) paragraph(s)				
Date meeting advertised: 23/05/12		Date of meeting decision to be taken: 29/05/12		
Deadline for Call-In: 07/06/12				

FINANCIAL ASSISTANCE CAPITAL GRANTS

Summary

This report details the decisions made in relation to the first round of Financial Assistance Capital Grants for 2012/13.

Recommendation

Downham Market & District Heritage Society – Award £650
 Heacham Club Charity – Award £10,000 (conditional)
 Hunstanton Sailing Club – Award £10,000 (conditional)
 Old School Community Heritage Project – Award £5,000 (conditional)
 Tilney St Lawrence Village Committee – Award £4,000
 Watlington Short Mat Bowls Club – Award £565
 Wereham Village Hall – Award £15,000 (conditional)
 Westacre Arts Foundation Ltd - £15,000 (conditional)

Reason for Decision

Determination of applications under the Financial Assistance scheme.

A grants panel meeting was held on 17 May 2012 to assess applications for capital grants which fall within the Shared Services and External Relations Portfolio. This report details the recommendations made at this meeting by the Portfolio Holder.

The recommendations featured in this report are subject to the 'call-in' procedure. When the grant decision becomes official the applicants will be notified in writing by the Norfolk Community Foundation on behalf of the Borough Council. All terms and conditions of the grants will be stated in the official offer letter.

Grants of £2,500 or less

Organisation	Application summary	Amount requested	Amount awarded	Reason why refused or full amount not awarded/ comments
Downham Market & District Heritage Society	To purchase a laptop computer, printer and scanner for the Heritage Centre.	£1,934.00	£650.00	One third of capital costs was offered in line with the criteria for this fund.
Watlington Short Mat Bowls Club	To replace 2 playing mats.	£1,695.00	£565.00	One third of capital costs was offered in line with the criteria for this fund.
		TOTAL	£1,215.00	

Grants over £2,500

Heacham Club Charity

The Charity provides sporting, leisure and community facilities to those living in and around Heacham. The organisation has identified that the current sports pavilion is not adequate to meet the community's needs. Due to child protection regulations, there are not enough changing rooms to accommodate all users - regulations do not allow boys and girls, or children and adults, to share changing areas. In addition, there are not enough toilets and the community spaces (kitchen and meeting rooms) are not up to expected standards. Works totalling £268,000 are proposed to upgrade and extend existing facilities. The FA and Football Foundation have been involved in planning, and have pledged up to 50% of total costs. Sport England have also pledged £50,000 in principle. The group has already raised an additional £22,000 through local fundraising, and other bids are underway.

Requested - £15,000

Awarded - £10,000 (on the conditional that the other funds needed are secured)

Hunstanton Sailing Club

The club is located on the North sea front in Hunstanton, and offers a range of water sports. There are currently 176 members, including some disabled people for whom the centre offers the only opportunity locally to sail at sea. The current club house was built in the 1980s and is both limited for current needs, and proving impractical to repair. It is proposed that this building will be replaced with a larger structure, including more space for changing, better

disabled facilities, storage for the rescue boat and other equipment, flexible training/ event space and an office. This will enable the club to cater for more people, and host national events for which it currently lacks the capacity. Works will cost c. £347,000. To date £15,000 has been raised by the club, and applications amounting to c.£400,000 have been submitted.

Requested - £15,000

Awarded - £10,000 (on the conditional that the other funds needed are secured)

Old School Community Heritage Project

The Project was formed in 2003 as a registered charity to take forward the project to put the building into community use. Once complete, the building will offer a central base for a wide range of community groups, public meetings and a local archive plus digital community cinema and an IT suite. All of these elements have been included in plans in response to local consultation. Works are expected to cost £500,000 in total - the majority of this sum is expected to come from a £400,000 bid to the Heritage Lottery. At this time the Financial Assistance Scheme offered a contribution of £5,000, and the group will be encouraged to apply again to the fund for support towards interior fitting out and equipment.

Requested - £15,000

Awarded - £5,000 (on the conditional that the other funds needed are secured)

Tilney St Lawrence Village Committee

The committee is seeking to develop an area on the vilage hall site to create a new covered recreation space to provide a social area, primarily for families, away from the sports/ play area in the hall grounds. This will have a tarmac surface and will include benches, picnic tables, barbecues and cantilever roofing that will enable all year round use by the community. This project has arisen from consultation with local residents, groups and schools, who have all shown support for plans to put into use this overgrown and largely unused area adjacent to the village hall. Works will costs £51,798 in total and much of this will be covered by a grant from WREN. Third party funding of £4,000 is requested from this panel to enable the group to draw down this grant.

Requested - £4,000

Awarded - £4,000

Wereham Village Hall

Funds are requested towards a large scale capital project to build a new village hall for Wereham, as the current building is no longer viable. The existing hall is 90 years old, and is an ex-WW1 wooden hut. Structural surveys have indicated that it is no longer viable to repair, and is likely to remain usable for a further 12 months at best, with reduced usage advised. The village has recently lost its shop, post office and school, leaving the hall as the only public place for local people to meet. Villagers have been encouraged to take part in consultations to ensure the new building will meet the needs of all potential users. The cost of the new build is estimated at £200,000. Large scale bids to the lottery and WREN are underway.

Requested - £15,000

Awarded - £15,000 (on the conditional that the other funds needed are secured)

Westacre Arts Foundation Ltd

The group has secured planning permission to construct a new building on the current site to increase and improve its facilities. This work has been divided into 2 phases - the first will see the extension of the studio, and create a new creative arts space (total cost £407,450), and the second will create a 150 seat performing arts space (estimated cost £1.1million). These developments are proposed to meet demand from audiences and participants, as performances as well as workshops and training opportunities are regularly over subscribed. This additional capacity would also enable the group to become more sustainable with increased income. Phase 1 of this project is expected to begin in September 2012 and complete by April 2013.

Requested - £15,000

Awarded - £15,000 (on the conditional that the other funds needed are secured)

Financial Implications

The total Financial Assistance Capital Grants budget for 2012/13 is summarised as follows:

	£
Financial Assistance Capital Grants budget 2012/13	74,500
Commitments	
This report	60,215
Community and Culture Capital Grants already approved in 2012/13	0
Total Commitments	60,215
Balance Of Funds Available 2012/13	14,285

There is sufficient budget provision to cover all recommendations in this report.

Policy Implications

The applications are in line with the Corporate Strategic Objectives.

Statutory Implications

None.

Risk Implications

Failure to assist local, voluntary organisations in helping meet the Borough Council's corporate objectives.

Access to Information

Completed grant application forms for each funding request.

Signed:

Cabinet Member for

Date

Swinter/templates /delegated decision header

REPORT TO CABINET MEMBER FOR DECISION

Open		Would any decisions proposed :		
Any especially affected Wards 'Coastal' Wards from South Wootton to Burnham	Mandatory	(a) Be entirely within Cabinet's powers to decide YES		
		(b) Need to be recommendations to Council NO		
		(c) Be partly for recommendations to Council and partly within Cabinets powers – NO		
Lead Member: Cllr Brian Long E-mail: cllr.brian.long@west-norfolk.gov.uk		Other Cabinet Members consulted:		
		Other Members consulted:		
Lead Officer: Alan Gomm E-mail: alan.gomm@west-norfolk.gov.uk Direct Dial: 01553 616237		Other Officers consulted:		
Financial Implications YES	Policy/Personnel Implications YES	Statutory Implications YES	Equal Impact Assessment NO	Risk Management Implications YES
If not for publication, the paragraph(s) of Schedule 12A of the 1972 Local Government Act considered to justify that is (are) paragraph(s)				
Date meeting advertised: 31/5/12		Date of meeting decision to be taken: 8/6/12		
Deadline for Call-In: 15/6/12				

Date of meeting:

NORFOLK COAST PARTNERSHIP MEMORANDUM OF AGREEMENT

Summary

The Report seeks the Borough Council's support for a revised Memorandum of Agreement for the Norfolk Coast Partnership (NCP).

Recommendation

That the revised Memorandum of Agreement for the Norfolk Coast Partnership be supported and signed by the Portfolio Holder for Environment.

Reason for Decision

It is a legal requirement for local authorities with responsibilities for an Area of Outstanding Natural Beauty (AONB) to prepare and adopt a management plan for that area. The Agreement provides a framework for exercising those duties and responsibilities.

Background

The NCP Memorandum of Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of an AONB

Partnership, a Staff Unit to act on behalf of the Partnership and the publishing, reviewing and monitoring of the Management Plan.

The Agreement also sets out a shared vision for and commitment to AONB management by all Parties to the Agreement. It outlines the expectations on all Parties to achieve this vision, including a local reflection of the national tripartite agreement between Defra, Natural England and the National Association for Areas for Outstanding Natural Beauty (NAAONB).

The Agreement is also intended to bind partners to give medium term security, matching Defra's commitment to an AONB funding programme over a 4 year Comprehensive Spending Review (CSR) period.

The review of the Norfolk Coast Partnership (NCP) Memorandum of Agreement for the next three years to 2014/15 was discussed at the last Core Management Group (CMG) meeting, with the conclusion that once a version that was satisfactory to both Defra and Norfolk County Council (NCC) (the employing authority) had been worked out, this would be circulated for partners for comment.

The document is now at that stage. Attached is the original version of the draft agreement from Defra, for reference, and a document showing proposed changes. They relate to redundancy arrangements, Defra and local authority funding commitments. These have been produced in discussion with NCC's legal section, who are happy that the risks to local authorities, and particularly to the County Council as the employing authority, are adequately managed in the amendments.

All partner organisations are now being asked to state whether they think that this is now an agreement that their authority would be willing to sign up to, if and when they would need to take it to committee, and who would sign on their authority's behalf.

In this authority's case it is considered that it would be appropriate for this authority to sign up to the revised agreement for the next three years to 2014/15. The revised agreement could be signed under delegated powers by the Portfolio Holder for Environment, Councillor Brian Long, who represents the authority on the NCP.

Financial Implications

The changes relate to the redundancy payment arrangements in the Agreement and also set out the continuing financial cost to the authority of £14,032 pa until 2014/15.

Policy/Personnel Implications

The changes include the redundancy payment arrangements in the Agreement.

Statutory Considerations

It is a legal requirement for local authorities with responsibilities for an AONB to prepare and adopt a management plan for that area and to have regard to the purpose of designation in taking any actions that may affect land in the AONB. Participation in the review and implementation of the AONB Management Plan is an important way of meeting this duty. The Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000

The changes relate to any redundancy payments legally due to AONB Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment.

Risk Management

The changes have been produced in discussion with NCC's legal section, who are happy that the risks to local authorities, and particularly to the County Council as the employing authority, are adequately managed in the amendments.

Background Papers

E mail from Tim Venes, NCP Manager dated 4/5/12.
NCP Memorandum of Agreement Amendments May 2012.
NCP original version of Memorandum of Agreement

Signed:

Cabinet Member for

Date

THIS MEMORANDUM OF AGREEMENT is made the
day of 2011

BETWEEN

- (1) Defra, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6NB
 - (2) [] of [] (**“Host Authority”**).
 - (3) [] of [] (**“Local Authority name”**)
 - (4) [] of [] (**“Local Authority name”**)
 - (5) [] of [] (**“Local Authority name”**)
- (**“the Parties”**)

IT IS AGREED as follows:

WHEREAS

- (A) This Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of an AONB Partnership (**“the Partnership”**), a Staff Unit to act on behalf of the Partnership and the publishing, reviewing and monitoring of the Management Plan.
- (B) This Agreement also sets out a shared vision for and commitment to AONB management by all Parties to the Agreement. It outlines the expectations on all Parties to achieve this vision, including a local reflection of the national tri-partite agreement between Defra, Natural England and the National Association for Areas for Outstanding Natural Beauty (**“NAAONB”**)
- (C) This Agreement is intended to bind partners to give medium term security, matching Defra’s commitment to a AONB funding programme over a 4 year CSR period.

NOW IT IS AGREED as follows

1. Definitions and Interpretation

- 1.1 In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

“AONB”	means an Area of Outstanding Natural Beauty
“the Partnership”	means AONB Partnership comprising of the organisations listed in Schedule 1
“Funding Partners”	means the following Local Authority Funding Partners namely [insert names] referred to in this Agreement as the “Local Authority Funding Partners” and Defra
“Non-Funding Partners”	means the organisations listed in Schedule 3
“the Term”	means the period of four years to include years 2011/12, 2012/13, 2013/14 and 2014/15
“Eligible Costs”	means those costs listed in clause 8
“Management Plan”	means the AONB Management Plan that the local authorities have a statutory duty under the Countryside and Rights of Way Act 2000 to produce and review in relation to any AONBs in their area
“Annual Business Plan”	means the Partnership business plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question
“the Host Authority”	means the local authority responsible for the Partnership’s finances and employment of AONB staff
“the Parties”	means any Party to this Agreement individually and “Parties” refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;

“Staff Unit”	means the unit established by the Host Authority employing all and any staff engaged in the work of the Partnership, including the Core Staff;
“Core Staff”	means the staff funded by the budget detailed in clause 7 for the purposes of the core functions listed in Schedule 2 but does not include or cover new posts established through externally funded projects.
“Sustainable Development Fund”	means a funding programme to aid the achievement of AONB purposes by encouraging individuals, community groups and businesses to co-operate together to develop practical and sustainable solutions to the management of their activities

- 1.2 In this Agreement where the context requires:
- 1.2.1 the masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa;
 - 1.2.2 references to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;
 - 1.2.3 a reference to a person shall include a reference to any individual, company, or other legal entity;
 - 1.2.4 references to clauses and Schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;
 - 1.2.5 headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement.
- 1.3 Subject to clause 1.4 the Schedules form an integral part of this Agreement.
- 1.4 In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules the provisions of this Agreement shall prevail and for the

purposes of this clause 1.4 only the term “Agreement” shall not include the Schedules.

2. Shared Vision

Working together to ensure that the natural beauty of AONBs is conserved, enhanced and promoted for the benefit of all; valuing the contribution of each AONB and the network as a whole to the protection of our finest landscapes; supporting local action and national collaboration; recognising and meeting the challenges for the future. AONBs are seen as functioning landscapes and exemplars of coherent and resilient ecological networks which can deliver wider benefits for society.

2.1 The Parties to this Agreement believe that:

2.1.1 AONB management structures should be strongly supported by partners and relevant authorities.¹

2.1.2 the statutory requirement to produce Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.

2.1.3 security of funding and flexibility of funding for AONBs will deliver better outcomes.

2.1.4 there should be a “can do” culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.

2.1.5 monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base.

2.1.6 opportunities should be taken to maximise the synergies between the outcomes of the Management Plan with the plans of other Parties, and of the wider Protected Landscape network.

3. Duration

This Agreement will run for the Term unless terminated earlier in accordance with the provisions of clause 11 or alternatively at the end of the Term the Agreement may be extended for a further Term with the written agreement of the Parties.

4. Partnership Roles, Responsibilities and Structure

4.1 The Partnership

4.1.1 The Partnership was formed on []

¹ As defined by S85 of CROW Act - relevant authority includes government departments, Natural England included, and public sector as well as statutory undertakers

4.1.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1.

4.2 The Staff Unit

4.2.1 The purpose and objectives of the Partnership will be assisted by the employment of a Staff Unit to act on its behalf. Part 1 of Schedule 2 shows Core Staff and non-Core staff. The Staff Unit will coordinate, champion, act as a focus and bring bodies together for action, and bid for funds. The Staff Unit will carry out the core functions set out in part 2 of Schedule 2.

4.2.2 The Staff Unit will work for the whole Partnership and have its own identity. Activities will be delivered under the identity of the Partnership, rather than that of the Host Authority or individual Parties.

4.2.3 A degree of independence for the Partnership from the Host Authority will be necessary, particularly when the Partnership is consulted by or is required to make comments and provide advice on schemes and activities of its constituent Local Authorities.

4.3 The Host Authority

The Host Authority will be responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for line managing the AONB Manager, acting as employer of the staff employed as part of the Staff Unit, providing human resources and IT support and exercising responsibility for the financial management of the Partnership in accordance with clause 8.

4.4 Local Authority Funding Partners

The Local Authority Funding Partners will be responsible for exercising their duties in relation to the Countryside and Rights of Way Act 2000, and for:

4.4.1 contributing to the costs of the Partnership in accordance with clause 10.

4.4.2 working with the Host Authority, Defra and Natural England in relation to the management of the AONB.

4.4.3 providing a recognised lead officer and contact who will be involved in the management of the Staff Unit, the Management Plan process and Partnership activity; and

4.4.4 working with local government members to promote the role and value of AONBs to society and our natural environment.

4.5 Non-Funding Partners

The Non-Funding Partners will be requested to assist the Host Authority, Defra, Natural England and the Funding Partners in managing the AONB by providing advice and guidance in their specific areas of expertise and contribute to the delivery of the Management Plan.

4.6 Defra

Defra will be responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for:

- 4.6.1 contributing to the costs of the Partnership in accordance with clause 9;
- 4.6.2 working to the principles set out in the tri-partite Memorandum of Understanding between Defra, Natural England and the NAAONB, a copy of which is annexed to this Agreement
- 4.6.3 supporting the work of the Partnership
- 4.6.4 working across Government and with national organisations to promote the role and value of AONBs to society and our natural environment.

5. Employment of a Staff Unit

5.1 An AONB Staff Unit will be established by the Host Authority. Details of the Staff Unit are more particularly described in part 1 of Schedule 2.

5.2. AONB Manager

- 5.2.1 An AONB Manager will be employed at a senior level to act as a respected advocate for, and champion of the AONB. The AONB Manager will be given authority to work with key partners at a senior level, for example Chief Executives, lead Planning Officers, key committees and Local Authority members
- 5.2.2 The line management of the AONB Manager for day to day purposes will be through the Host Authority.

5.3 Other AONB Staff

- 5.3.1 Other AONB staff, forming part of the Staff Unit, will be employed on behalf of the Partnership to take forward the Annual Business Plan and Management Plan.
- 5.3.2 AONB staff will report to the AONB Manager and will work to a programme agreed by the Partnership against which progress will be monitored.

6. Redundancy

6.1 Any redundancy payments legally due to AONB Core Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met by the Parties according to the following principles:

- 6.1.1 Subject to sub-clauses 6.1.2 – 6.1.5 below, Defra shall indemnify and keep indemnified the Host Authority against any redundancy payments that the Host Authority makes to AONB Core Staff provided:
- (i) the post holder's entitlement to the said payment arises as a result of termination or cessation of this Agreement and the withdrawal of funding by Defra, except where the termination or cessation is as a result of the Host Authority's default under this Agreement; and
 - (ii) that the Host Authority has used its best endeavours to redeploy the post holder internally and to the extent that is legally able to do so with other Local Authority Funding Partners prior to making them redundant;
- 6.1.2 If a redundancy is caused by a Party other than Defra withdrawing from this Agreement, that Party will be liable for the full costs of redundancy.
- 6.1.3 If a redundancy is a consequence of a unanimous decision by the Parties then all Parties will be liable for the redundancy costs with the costs being split pro rata each Parties contribution.
- 6.1.4 For the avoidance of doubt the Parties acknowledge that a reduction in funds is not the equivalent of, and does not amount to, a withdrawal of funds for the purposes of this Agreement.
- 6.1.5 Provided always that Defra's liabilities in respect of redundancy costs shall be limited as follows to an overall cap which will be no more than the total grant monies paid to the Host Authority in the previous grant year.

7. Financial and Administrative arrangements.

- 7.1 The income and expenditure of the Partnership will be met in the first instance by the Host Authority which will be responsible for the exercise of proper financial control and for collecting contributions from Defra and the Local Authority Funding Partners as detailed in clauses 9 and 10.
- 7.2 The details of the budget will be agreed annually by the Partnership's Funding Partners and an appropriate grant application submitted to Defra.
- 7.3 The Host Authority will be responsible for submitting the annual AONB financial contribution application to Defra in accordance with any guidance issued by Defra by 31st December in any year.
- 7.4 Defra's contribution shall be paid in arrears to the Host Authority on receipt of an agreed claim and in accordance with guidance issued by Defra.

7.5 The Local Authority Funding Partners will:

7.5.1 make annual contributions in accordance with the provisions of clause 10

7.5.2 commit to providing 4 year funding as set out in clause 10.

7.6 Defra will:

7.6.1 make annual financial contributions to support the work of the Partnership to be made in line with the single pot contribution set out in clause 9

7.6.2 commit to providing 4 year funding as set out in clause 9.

8. Eligible Costs for core functions

8.1 Eligible Costs shall include:

- i) staff salaries, employers' national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with Host Authority conditions of service;
- ii) accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
- iii) office support services to include but not limited to financial and legal support, IT support and property services;
- iv) pay awards and inflationary increases;
- v) maternity pay;
- vi) training;
- vii) travel and subsistence expenses;
- (viii) any redundancy payment due to a post holder employed by the Host Authority exclusively for the purposes of the Partnership and where the post holder's entitlement to the said payment arises in circumstances envisaged in clause 6;
- (ix) a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;
- (x) costs of establishing and running the AONB partnership;
- (xi) costs associated with the production of the Management Plan;
- (xii) advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs;
- (xiii) other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2

9. Defra Funding

- 9.1 Defra will make a contribution to the Partnership as set out in sub-clauses 9.2, 9.3 and 9.4. For years 2 - 4 (2012/13 – 2014/15) the figures are indicative allocations which are provided now in order to assist with long-term financial planning and will be confirmed as soon as possible. This is because experience from previous spending reviews suggests that these allocations can change over the spending review period, especially given the current tight financial circumstances.
- 9.2 The total grant allocation for the first year of the Term from Defra is [£]
- 9.3 The indicative total grant allocation for the second year of the Term from Defra is [£]
- 9.4 The indicative total grant allocation for the third year of the Term from Defra is [£]
- 9.5 The indicative total grant allocation for the fourth year of the Term from Defra is [£]
- 9.6 This four year settlement will be based on the current AONB funding formula. However the formula will be reviewed and may be subject to change during this Term.
- 9.7 This grant will be used towards Eligible Costs listed in sub clause 8.1, the provision of a Sustainable Development Fund and project activity in the context of a single pot [Schedule x] to achieve the outcomes set out in the Management Plan and the Annual Business Plan.

10 The Local Authority Funding Partners' Funding

- 10.1 The Local Authority Funding Partners will contribute to the Eligible Costs as set in the table below (years 2012/13 – 2014/15 are indicative):

<u>Organisation</u>	<u>FY 2011/12</u>	<u>FY 2012/13</u>	<u>FY 2013/14</u>	<u>FY 2014/15</u>
The Host Authority	£	£	£	£
Funding Partner (1)	£	£	£	£
Funding Partner (2)	£	£	£	£
Funding Partner (3)	£	£	£	£

- 10.2 The Local Authority Funding Partners contribution (including Host Authority) will equal at least 25% of Eligible Costs for core functions listed in sub clause 8.1 in any one year. The contribution will be paid to the Host Authority on the [insert date] in each year.

11 Termination

- 11.1 Without prejudice to the obligations of the other Parties to each other under this Agreement, which unless otherwise agreed continue, a Party may, by giving not less than one year's written notice, terminate its participation in this Agreement 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.
- 11.2 If a Party withdraws from the Agreement in accordance with clause 11.1 the remaining Parties will not be required to take on the responsibility or financial liability of the withdrawing Party. However should the remaining Parties choose to increase their contribution, financial or otherwise, then this will be reflected in an addendum to the Agreement, signed by all the remaining Parties.
For the avoidance of doubt, the withdrawing Party will not be entitled to a return of any contribution made in accordance with clause 9 or 10 for the financial year in which they serve notice of their withdrawal.
- 11.3 The Local Authority Funding Partners and Defra will pay contributions in respect of inescapable contractual commitments (apart from redundancy payments that are subject to clause 6 above) 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 shall not include contract(s) of employment or an agreement(s) to retain the services of a worker or consultant in relation to the Partnership.
- 11.4 On termination of the Agreement, a statement shall be drawn up of the remaining funds held by the Host Authority pursuant to this Agreement, together with any outstanding liability and once such statement has been agreed between the Parties, the Host Authority shall reimburse the remaining monies to the contributing Parties, pro rata to their initial contributions.

12. Communication

- 12.1 For the purposes of this Agreement the following are lead contacts for each of the Parties contactable at the address given:
- 12.1.1 Defra []
- 12.1.2 Host Authority []
- 12.1.3 [Local Authority name] []

12.1.4 [Local Authority name] []

12.1.5 [Local Authority name] []

13. Jurisdiction

13.1 All disputes or claims arising out of or in connection with the activities of the parties under this Agreement shall be governed by and construed in accordance with the law of England.

14. Reconciliation of Disagreement

14.1 Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:

14.1.1 The dispute shall in the first instance be referred to the relevant Parties' Project Executive officer or manager in the organisation of similar standing for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;

14.2 If the dispute cannot be resolved in accordance with 14.1.1 above within ten business days after such referral, or within any other period agreed between the Parties then the dispute shall be referred to the relevant Parties' Legal Advisors for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;

14.3 If the dispute has not been resolved following a referral in accordance with 14.1.2 the Parties shall settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

15. Information

15.1 The Parties are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and they shall assist and co-operate with the other Parties as necessary to comply with these requirements.

15.2 In responding to a request for information, including information in connection with the Partnership, a Party will use reasonable endeavours to consult with the other Parties. Notwithstanding this the Parties acknowledge that they may be required to disclose information without consultation, or following consultation with the Parties having taken their views into account.

- 15.3 The Parties shall ensure that all information produced in the course of the Partnership or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable a Party to respond to a request for information within the time for compliance and shall permit the Parties to inspect such records as requested from time to time
- 15.4 All Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

16. Variation and Waiver

- 16.1 Any variation of this Agreement shall be in writing and signed by or on behalf of each of the Parties.
- 16.2 No delay by any Party in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

17. Contracts (Rights of Third Parties) Act 1999

- 17.1 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

Defra

Signed

Date

Position on behalf of the

HOST AUTHORITY

Signed

Date

Position on behalf of

FUNDING PARTNER (1)

Signed

Date

Position on behalf of

FUNDING PARTNER (2)

Signed

Date

Position on behalf of

FUNDING PARTNER (3)

Signed

Date

Position on behalf of

SCHEDULE 1

PARTNERSHIP MEMBERSHIP, TERMS OF REFERENCE, STRUCTURE AND OPERATION

PARTNERSHIP FORUM

Membership list

- (i) Natural England
- (ii) Norfolk County Council
- (iii) North Norfolk District Council
- (iv) King's Lynn and West Norfolk Borough Council
- (v) Great Yarmouth Borough Council
- (vi) Broads Authority
- (vii) Norfolk Wildlife Trust
- (viii) National Trust
- (ix) Royal Society for the Protection of Birds
- (x) English Heritage
- (xi) Environment Agency
- (xii) Country Landowners' and Business Association
- (xiii) National Farmers' Union
- (xiv) Norfolk Farming and Wildlife Advisory Group
- (xv) Wells Harbour Commissioners
- (xvi) Five representatives elected by the Parish Councils in the area
- (xvii) One representative of common rights holders in the AONB
- (xviii) Wash and North Norfolk Coast European Marine Site Management Scheme
- (xix) Wash Estuary Strategy Group
- (xx) Peddars Way and Norfolk Coast Path National Trail
- (xxi) Representatives of any other management interests relevant to the area or operation of the AONB considered appropriate by the officers of the Core Funding Partners. Such invitation may be either permanent or to specific meetings when an agenda item particularly warrants attendance. A clear balance for the efficient functioning of the Partnership Forum will be considered between the need to have all appropriate interests represented and the need not to make the Partnership Forum unwieldy. It is particularly important to consider appropriate involvement of organisations with a legal responsibility to have regard to the purpose of AONB designation when undertaking their own functions.

TERMS OF REFERENCE

1. The role of the Partnership Forum is to:
 - a. promote partnership working for the overall benefit of the AONB through exchange of information on issues relevant to the AONB through a wide network of contacts
 - b. prepare (and subsequently review on a 5-yearly basis) the statutory AONB Management Plan, and recommend the final draft to the CMG
 - c. develop annual action plans from the AONB management plan for the Partnership Forum to promote, which will also inform the action plan for the Staff Team supported by the CMG
 - d. consider aspects of policy and issues relating to the AONB including those stemming from national, regional and local initiatives, and develop policies and best practice for management of the AONB
 - e. comment on others' policies that may affect the AONB as advised by the

AONB Officer

- f. provide information and advice on issues to the Core Funding Partners, via the CMG
2. The Partnership Forum will consist of representatives of organisations or interests that have a role in developing and implementing statutory and non-statutory plans and policies that affect the AONB and/or have a role in management of land in the AONB, plus representatives of the local communities. It will meet at least twice annually. In addition to CMG members, it will consist of officers or other representatives of the bodies listed within the membership list.
3. The Partnership Forum will be maintained and supported by the AONB Staff Team. It will decide how it wishes to manage the running of its meetings.
4. All Partnership Forum organisations will be invited by the Core Funding Partners to endorse this Memorandum of Agreement.

Partner Organisations

5. Each partner organisation is asked to :
 - a. Appoint a representative to the Partnership Forum who can communicate within and influence his or her own organisation's policies and actions
 - b. agree that its representative on the Partnership Forum should work to promote the overall interests of the AONB and not just the interest of his or her own organisation
 - c. demonstrate how any legal duty to have regard to the AONB when carrying out its own functions has been met
 - d. undertake activities agreed through action plans arising from the AONB Management Plan
 - e. have regard to the AONB Management Plan and consult other organisations with relevant interests in the AONB when developing its own policies and programmes.

Representatives on the Partnership Forum

6. Members of the Partnership Forum are asked to :
 - a. represent their own organisation within the Partnership Forum, but also be active participants in promoting the best interests of the AONB
 - b. co-ordinate the implementation of actions agreed as a task of their organisation
 - c. take information back from the Partnership Forum and promote it within their own organisation, and encourage their own organisation to co-ordinate its policies and actions with the AONB Management Plan and action plans
 - d. promote AONB policies and interests to other organisations and individuals who have an impact on the management of the AONB.

Role of Parish Representatives and method of their election

7. Five representatives will be elected on a three-yearly basis by the Parish Councils within the AONB to represent local interests within the Partnership. There will be one representative for each of the groups of Parishes as listed below. The Parish Councils within each group will be asked to put forward nominations, together with a brief résumé of nominees' interests relating to the AONB. Parish Councils will then be invited to indicate one preference from amongst the nominations received for their area, if more than one. The nominee in each area receiving most votes will be elected. In the event of a tie, names will be drawn out of a hat.
8. The role of Parishes Representatives will be, in outline, to:
 - a. contribute local perspectives and knowledge to the Partnership meetings, Task Groups and network;
 - b. facilitate two-way communication between the Partnership and local communities;
 - c. assist with action to take forward objectives and policies within the AONB Management Strategies.

Western Parishes:

North Wootton
 South Wootton
 Castle Rising
 Congham
 Hillington
 Flitcham with Appleton
 Sandringham
 Dersingham
 Snettisham
 Heacham
 Sedgeford
 Ringstead
 Hunstanton
 Old Hunstanton

North-western Parishes:

Holme-next-the-Sea
 Thornham
 Titchwell
 Choseley
 Brancaster
 Burnham Norton
 Burnham Market
 Burnham Overy
 Burnham Thorpe

Central Parishes:

Holkham
 Weybourne
 Wells-next-the-Sea
 High Kelling
 Warham
 Holt
 Wighton
 Stiffkey
 Binham
 Morston
 Langham
 Blakeney
 Wiveton
 Salthouse
 Cley-next-the-Sea
 Kelling
 Letheringsett with
 Glandford
 Field Dalling

Eastern Parishes

Sea Palling
 Horsey
 Somerton
 Winterton

North-eastern Parishes:

Bodham
 Upper Sheringham
 Sheringham
 East Beckham
 West Beckham
 Beeston Regis
 Runton
 Aylmerton
 Felbrigg
 Sustead
 Cromer
 Northrepps
 Thorpe Market
 Sidestrand
 Trimingham
 Gimingham
 Trunch
 Mundesley
 Knapton
 Paston
 Bacton
 Roughton
 Overstrand
 Southrepps

CORE MANAGEMENT GROUP (CMG)

Natural England
Norfolk County Council
North Norfolk District Council
King's Lynn and West Norfolk Borough Council
Great Yarmouth Borough Council
The Broads Authority
AONB parishes representatives

TERMS OF REFERENCE

1. The role of the CMG is to:
 - a. consider all statutory issues affecting the AONB Management Plan, referring matters as necessary to the constituent local authorities and other agencies for information or decision
 - b. endorse the final version of the Management Plan for recommendation for adoption to the constituent local authorities (who are legally responsible for this under CRoW)
 - c. consider all aspects of policy relating to the AONB including those stemming from national, regional and local initiatives. In considering policy, the CMG will take full account of the views of the AONB Partnership Forum and Task Groups.
 - d. represent and promote the interests of the AONB within the Core Funding Partner organisations through its constituent members, taking particular account of the legal obligation (CRoW Act, section 85) of all these organisations to have regard to the purpose of conserving and enhancing the natural beauty of the AONB when performing their functions
 - e. determine all funding issues relating to the Staff Team and the AONB
 - f. determine all staffing issues and work programmes relating to the AONB
 - g. determine grant applications made by other organisations for funding from the AONB
 - h. provide overall direction to the work of the AONB Officer and Staff Team, supported by the line management arrangements of the Employing Authority
2. The CMG will consist of representatives of the Core Funding Partners, plus other organisations which have statutory responsibilities for preparing the AONB's Management Plan as follows:
 - a. two elected members of the Norfolk County Council;
 - b. one elected member of each of the North Norfolk District and the King's Lynn & West Norfolk and Great Yarmouth Borough Councils;

- c. two representatives of Natural England;
- d. one representative of the Broads Authority

It will also include two representatives for AONB parishes, agreed by the elected parishes representatives for the AONB.

It will be serviced by the AONB Staff Team, supported by officers of the funding local authorities.

Where two or more bodies on the CMG are amalgamated through reorganisation, the number of representatives and voting rights will be discussed and agreed between the revised group of organisations.

3. The local authority Core Funding Partners will appoint or confirm their representatives on the CMG and substitutes for these representatives annually, on the basis of the appointees' interest and knowledge of the AONB and their ability to promote the interests of the AONB and co-ordination of policy and management within their partner organisations.
 4. The CMG will be chaired by one of its local authority members, elected annually by the CMG members at the first meeting of each financial year. The CMG may also elect a Vice-Chairman. The CMG will meet at least three times a year. The CMG may agree to invite organisations with a standing invitation to attend meetings of the Partnership Forum, or other organisations, to meetings of the CMG when matters on the agenda warrant it.
 5. The CMG will subscribe to membership of the National Association for AONBs and will decide who, if anyone, it wishes to nominate and/or otherwise support in election to the Executive Committee of the Association.
 6. Officers of the funding authorities and the Staff Team will meet as necessary to agree advice to be given to the CMG or the Partnership Forum.
 7. Decisions by the CMG will normally be by consensus; should this not be possible a majority decision will be taken. Each member of the CMG as listed in C2 (or their substitute) will be entitled to one vote apart from on finance and staffing issues, when only members of the Core Funding Partners will be entitled to vote.
 8. The CMG will report back annually to the Core Funding Partners regarding decisions taken and outputs produced in the previous year and anticipated outputs for the forthcoming year. Significant matters not identified in the forward plan will be reported separately as exceptions. Minutes of CMG meetings will be forwarded to officers of the CMG member authorities for reporting back to the appropriate level of the parent body.
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TASK GROUPS - TERMS OF REFERENCE

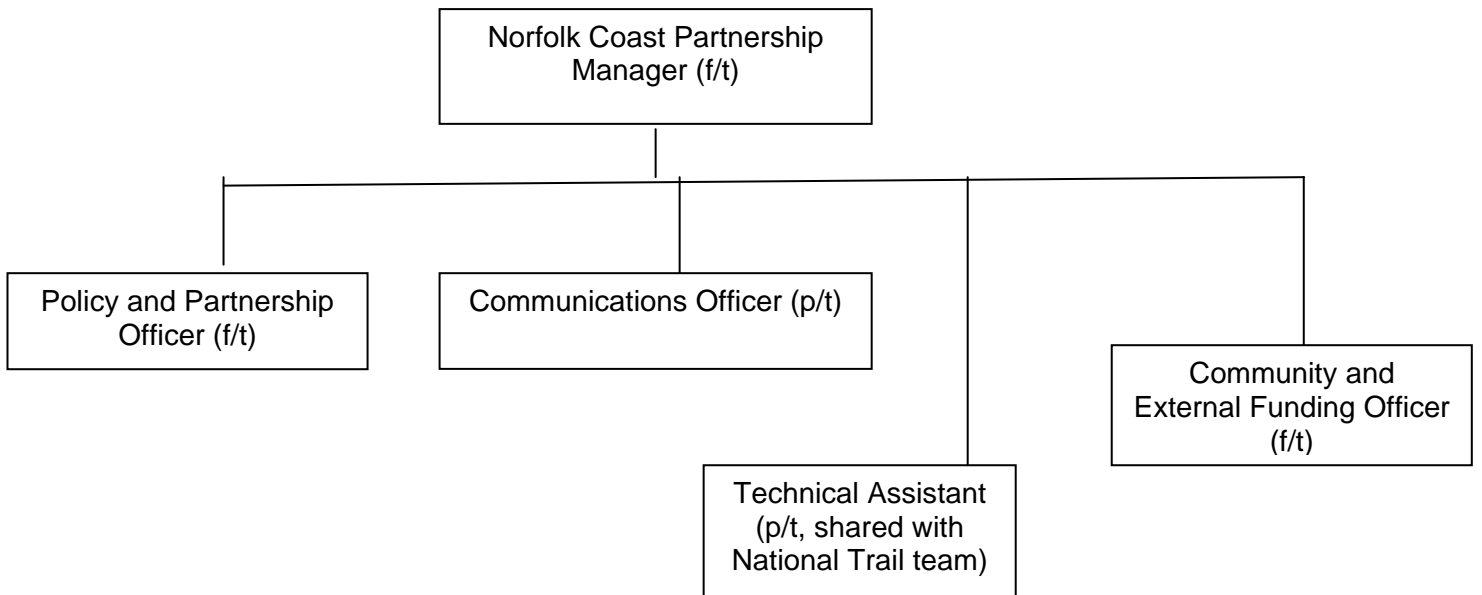
C18 Task Groups:

- a. shall be set up strictly on a needs basis supported by the CMG, with an agreed remit and timescale to report back.
 - b. may call on outside support and advice
 - c. shall have an individual, nominated by the Partnership Forum, to lead its activities and membership.
 - d. shall ensure that the size, membership and available skills and expertise are fit for purpose.
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SCHEDULE 2

PART 1 - STAFF UNIT STRUCTURE

CORE STAFF



PART 2 - STAFF UNIT CORE FUNCTIONS

1. MANAGEMENT PLAN

- 1.1 Developing reviewing, preparing and publishing the AONB vision and the Management Plan
- 1.2 Promoting the AONB vision and Management Plan to help distinguish the AONB from adjacent countryside
- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing resources for management activities
- 1.5 Developing an involvement by the community in the management of the AONB
- 1.6 Providing a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB Partnership and other partners at a local and strategic level
- 1.7 Problem solving with the unit acting as co-ordinator and facilitators

2. ADVISORY / ADVOCACY

- 2.1 Advising Local Authorities and other partners on their activities within AONBs, to encourage them to attain the highest possible standards in AONBs
- 2.2 Working with and contributing to the NAAONB activities, sharing advice and best practice nationally and regionally.
- 2.3 Providing landscape related planning advice (to local planning authorities and in conjunction with Natural England as appropriate in line with, and underpinned by protocols)
- 2.4 Financial support for NAAONB
- 2.5 Contribution and support to activity between AONBs and protected landscapes to strengthen the status of the AONBs individually and collectively.

3. MONITORING

- 3.1 To monitor and report on progress against Management Plans and Annual Business Plans to the Partnership.
- 3.2 To provide monitoring and reporting information to Defra in accordance with any guidance issued by Defra

ANNEX 1

**TRI-PARTITE MEMORANDUM OF UNDERSTANDING BETWEEN DEFRA, NATURAL
ENGLAND AND THE NATIONAL ASSOCIATION FOR AONBS**

Norfolk Coast Partnership Memorandum of Agreement

Amendments May 2012

Section 6 (paragraphs 6.1, 6.1.1 to 6.1.5) to be replaced by:

6. Redundancy

6.1 Subject to Clause 6.2 any redundancy payments legally due to AONB Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met by the Funding Partners to this Agreement with the costs being split pro rata each Party's contribution.

6.2 The Funding Partners are only liable to meet the cost of redundancy payments where there has been a withdrawal or reduction of funding sufficient to make the redundancy unavoidable and the need for redundancy has been formally agreed by the Core Management Group.

6.3 The Host Authority will use all reasonable endeavours to redeploy the post holder internally and to the extent that is legally able to do so with other Funding Partners, prior to making the post holder redundant.

6.4 Provided always that Defra's liabilities in respect of redundancy costs shall be limited to an overall cap which will be no more than the total grant monies paid by Defra to the Host Authority in the previous grant year.

Defra funding set out in paragraphs 9.2 to 9.5 to be:

First year (2011-12)	£178,601
Second year (2012-13)	£168,444
Third year (2013-14)	£158,287
Fourth year (2014-15)	£148,130

Table in section 10, paragraph 10.1, to be:

<u>Organisation</u>	<u>FY 2011/12</u>	<u>FY 2012/13</u>	<u>FY 2013/14</u>	<u>FY 2014/15</u>
Norfolk County Council	£33,016	£28,064	£28,064	£28,064
North Norfolk District Council	£16,508	£14,032	£14,032	£14,032
Borough Council of Kings Lynn & West Norfolk	£16,508	£14,032	£14,032	£14,032
Great Yarmouth Borough Council	£1,121	£953	£953	£953