



The Essex Coast Recreational disturbance Avoidance and Mitigation Strategy

Memorandum of Understanding – January 2017





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1. Introduction

The Habitats Regulations Assessments, produced under the Habitats Directive (92/43/EEC), of the Local Plans of Basildon Borough Council, Braintree District Council, Brentwood Borough Council, Castle Point Borough Council, Chelmsford City Council, Colchester Borough Council, Rochford District Council, Southend-on-Sea Borough Council, Tendring District Council and Thurrock Council, set out mitigation measures to address potential effects of recreational disturbance on coastal European sites. Maldon District Council's adopted Local Plan was also supported by a HRA but this did not indicate the need for such mitigation. Advice to the Council from Natural England subsequent to the adoption of the Plan confirmed the need to address potential effects from new development.

The 11 Councils will produce a shared mitigation strategy to identify the measures that are needed and how they will be funded and delivered.

2. Partners to the Agreement

The partners to this agreement are:

- Basildon Borough Council, Basildon Centre, St Martin's Square, SS14 1DL
- Braintree District Council, Causeway House, Bocking End, CM7 9HB
- Brentwood Borough Council, Town Hall, Ingrave Road, CM15 8AY
- Castle Point Borough Council, Kiln Rd, Thundersley, Benfleet, SS7 1TF
- Chelmsford City Council, Civic Centre, Duke St, CM1 1JE
- Colchester Borough Council, Rowan House, 33 Sheepen Road, CO3 3WG
- Maldon District Council, Council Offices, Princes Road, Maldon, CM9 5DL
- Rochford District Council, Council Offices, South Street, SS4 1BW
- Southend-on-Sea Borough Council, Civic Centre, Victoria Avenue, SS2 6ER
- Tendring District Council, Town Hall, Station Road, CO15 1SE
- Thurrock Council, Civic Offices, New Road, Grays, RM17 6SL

Collectively called **'the Partners'**.

3. Definitions

- 1) **"The Project"** means the production of the Essex Coast Recreational disturbance Avoidance and Mitigation Strategy (RAMS) and shall consist of 5 phases as follows:
 - Phase 1 - Production of project plan to outline the desired outcomes of the Recreational disturbance Avoidance and Mitigation Strategy.



- Phase 2 - Production of an Evidence Base Report, using existing survey information provided by the Partners. Identify any required future surveys.
 - Phase 3 - Undertake required surveys to inform the Recreational disturbance Avoidance and Mitigation Strategy.
 - Phase 4 - Produce Recreational disturbance Avoidance and Mitigation Strategy using collected survey information.
 - Phase 5 – Produce a single joint Supplementary Planning Document setting out the level of contributions, undertaking SCI compliant consultation and adoption by each authority.
- 2) **“Project Representative”** means an individual appointed by each of the Partners for the purposes of the project.
- 3) **“The Project Plan”** means the project plan approved by all of the Partners.
- 4) **“Project Coordinator”** means Place Services-Essex County Council
- 5) Words in the singular include the plural and vice versa and words denoting any gender include any other gender.
- 6) A reference to any Act of Parliament or to any order, regulation or statutory instrument shall include any amendment or re-enactment of the same.
- 7) The headings and sub-headings in this agreement are for ease of reference only and shall not affect its construction.

4. Nature of the Agreement

- 2.1. This agreement sets out the understanding between the Partners relating to the Project. This agreement:
- 2.1.1. Relates only to the arrangements between the Partners
 - 2.1.2. Does not relate to any other agreement or understanding between the Partners
 - 2.1.3. May be extended with agreement of all of the Partners to include other local authorities or organisations who wish to join the Project

5. Governance Arrangements

- 5.1. Participation in the project is a matter for each Partner, and each partner is responsible for seeking necessary approvals for participation and securing financial contributions. Securing key project decisions including approval of the final RAMS report and support for consultation and adoption of the SPD are also the responsibility of individual Partners, as per their own schemes of delegation and governance arrangements.



- 5.2. Place Services will provide support for individual governance arrangements by providing template reports for update by individual partners. Place Services will seek to meet reporting deadlines and update the project plan to reflect such matters during the course of the project.
- 5.3. The Essex Planning Officers Association is the Essex-wide sponsor for the project, championing the delivery of the RAMS report as evidence to support sustainable local development and inform strategic planning decisions in Essex. No direct input into the Project is anticipated from EPOA, but individual Partners are encouraged to report updates to their EPOA representative as necessary. Place Services undertake to report progress to EPOA as necessary, or at the request of the EPOA Chair.
- 5.4. Involvement of Elected Members is encouraged via individual partners local plan reporting committees or member briefing forums, as a mechanism to ensure formal approvals later in the timetable can be achieved in a timely manner. This is the responsibility of individual partners.
- 5.5. Natural England has consented to support the project, providing guidance and technical advice throughout the process, attending the steering group meetings and workshop sessions. Although not included as a Partner, their input will be recognised through the RAMS, and SPD where their formal advice will build upon their interim advice to the Authorities (December 2017) and best practice.

6. General Responsibilities

- 6.1. Each of the Partners will co-operate with one another in a spirit that is honest and open.
- 6.2. Each of the Partners shall be separately liable for its own acts and omissions.
- 6.3. Each of the Partners shall act within its powers and constitution and shall solely be liable for any break of this requirement.
- 6.4. The Partners commit themselves to use reasonable endeavours to foster the success of the Project.
- 6.5. The Partners may, subject to the agreement of all Partners, jointly agree to amend the timescales set out in the Project Plan.
- 6.6. If any costs are incurred or arise as a result of initial assessment of data or other unforeseen event during the project, a revised SLA will be drafted to include a financial commitment agreement.
- 6.7. The Partners agree that Steering Group meetings should take place on a monthly basis, although attendance is not mandatory and Partners will elect a chair at the first meeting to lead discussions at subsequent meetings, or for a set period as agreed.
- 6.8. The Partners agree that Place Services-Essex County Council be appointed to deliver all five phases of the project and report against the of the Project Plan produced under Phase 1

- 6.9. The Partners shall be jointly responsible for agreeing how Phase 3, the survey work, will be undertaken and for the carrying out of Phase 3. The costs associated with Phase 3 shall be divided based on agreement between the Partners, and will reflect the existing data available and work already carried out by partners.
- 6.10. The Partners will be individually responsible for ensuring that Phase 4 is supported in accordance with the Project Plan and that Phase 5 is adopted by their Authority.
- 6.11. The Partners shall each be responsible for their own operational costs.

7. Steering Group: Terms of Reference

- 7.1. A steering group has been established to guide the project and provide a forum for reporting progress on the project and to encourage discussion and input from each of the partners.
- 7.2. The steering group is open to all partners, and the group will be administered by Place Services-Essex County Council as the Project Coordinator. Place Services will:
- Circulate agenda and papers for steering group at least 1 week in advance of meeting dates
 - Maintain an accurate record of actions from meetings, and circulate these to all Partners as soon as possible after meetings
 - Identify monthly meeting dates and book meeting venues
- 7.3. Communications will be via electronic means, with documents available to all partners. Attendance at meetings of the group is optional. Each partner has confirmed a Project Representative for the steering group and in some cases substitutes too. Heads of Service will be used as substitutes if necessary.
- 7.4. Monthly steering group meetings have been agreed, dates and venues are as follows:

Date	Time	Location
25 January 2018	10-12	Chelmsford City Council Offices – Crompton Room
28 February 2018	10-12	Chelmsford City Council Offices – Crompton Room
26 March 2018	10-12	Chelmsford City Council Offices – Crompton Room
23 April 2018	2-4	Chelmsford City Council Offices – Crompton Room
23 May 2018	10-12	Chelmsford City Council Offices – Crompton Room
20 June 2018	10-12	Chelmsford City Council Offices – Coval Lane training room
9 July 2018	10-12	Chelmsford City Council Offices – Coval Lane training room
7 September 2018	10-12	Chelmsford City Council Offices – Crompton Room

- 7.5. Steering Group representatives are responsible for consulting, reporting and seeking approvals via their senior leaders/managers and elected members as necessary- as set out in Section 9 'Communication and Coordination'.



8. Provision of Information

- 8.1. Each of the Partners will maintain proper records relating to their responsibilities and obligations under this agreement and for the Project generally.
- 8.2. Each of the Partners will provide information necessary, and as requested by other Partners save that each of the Partners recognises their duties and obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004, the Data Protection Act 1998 and any other relevant legislation.

9. Communication and Co-ordination

- 9.1. Each of the Partners will designate an officer as its Project Representative who shall:
 - Be the formal point of contact between the Partners;
 - Be required and authorised to consult, report and seek approvals within their authority on all matters associated with the Project;
 - Shall have the authority to represent its Partner in all matters in relation to the Project and will attend the Steering Group meeting;
 - Provide prompt responses to all communications received from the other Project Representatives and the Project Coordinator;
 - Notify the Partners immediately of any event that could lead to a temporary or final discontinuation of participation in the Project
- 9.2. The Partners may change they respective designated Project Representative. Any such change shall be communicated to all other Partners in writing in advance of the change taking effect, and in the case of a permanent change no less than ten (10) working days.

10. Financial Arrangements

- 10.1. The Project shall be delivered by Place Services-Essex County Council for and on behalf of the Partners.
- 10.2. The cost to each authority is set out within individual Service Level Agreements for each Partner, which sets out total costs, exclusions and agreed billing schedules. The cost of the overall project is fixed and each partner will pay the same. Only survey work is excluded from this fixed fee and must be subject to agreement in advance by all affected partners.
- 10.3. None of the Partners may incur, commit or authorise any financial expenditure on behalf of the Project.



11. Intellectual Property Considerations

- 11.1. All intellectual property in existence prior to the date hereof and owned by any of the Partners shall remain the property of that Partner and shall not be used other for the purposes of the Project without the express permission of the owning Partner.
- 11.2. All intellectual property obtained as part of the Project shall be owned by all of the Partners, provided this is not restricted by any licensing restrictions.

12. Confidentiality

- 12.1. Subject to clause 8.2 and the provisions of the Freedom of Information Act 2000, Environmental Information Regulations 2004, the Data Protection Act 1998 and any other relevant legislation the Partners shall not disclose or use any confidential information acquired as a result of this agreement other than to satisfy the requirements of its internal or external auditors or any other legislative requirements.
- 12.2. The Partners may, so far as it is lawfully able to do so, use such confidential information to the extent that it may be incorporated into any reports prepared as part of the Project or has come into the public domain otherwise than by breach of this agreement.

13. Period of Validity of the Memorandum of Understanding

- 13.1. This period of validity is until completion of all 5 phases of the Project.
- 13.2. The collaboration may be extended or renewed mutual agreement.

14. Termination of Disputes

- 14.1. Should any dispute arise relating to this agreement the respective Project Representatives will attempt to seek resolution acceptable to their authorities and shall seek to resolve tensions and conflict directly and collaboratively. Should the partners fail to achieve resolution the issue will be referred to EPOA for independent mediation, which will be final and binding upon the Partners.
- 14.2. Should any Partner wish to leave the Project they agree, subject to clause 7 above, to make any information obtained as part of the Project and necessary to the completion of the Project available to the remaining Partners.

15. Discretion

- 15.1. Nothing contained or implied in this agreement shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Partners under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as local authorities.



Project representatives, please print name and sign below.

<p>For and on behalf of Basildon Borough Council:</p> <p>Authorised Signatory</p>	<p>For and on behalf of Braintree District Council:</p> <p>Authorised Signatory</p>
Date	Date
<p>For and on behalf of Brentwood Borough Council:</p> <p>Authorised Signatory</p>	<p>For and on behalf of Castle Point Borough Council:</p> <p>Authorised Signatory</p>
Date	Date
<p>For and on behalf of Chelmsford City Council:</p> <p>Authorised Signatory</p>	<p>For and on behalf of Colchester Borough Council:</p> <p>Authorised Signatory</p>
Date	Date
<p>For and on behalf of Maldon District Council:</p> <p>Authorised Signatory</p>	<p>For and on behalf of Rochford District Council:</p> <p>Authorised Signatory</p>
Date	Date
<p>For and on behalf of Southend-on-Sea Borough Council:</p> <p>Authorised Signatory</p>	<p>For and on behalf of Tendring District Council:</p> <p>Authorised Signatory</p>
Date	Date



For and on behalf of Thurrock Council:

Authorised Signatory

Date



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Essex County Council