

Heads of Terms for Collaboration Agreement in Respect of the Suffolk Coast RAMS Project

Dated 15 September 2023

| Items | Position | Ipswich | B&MS | East Suffolk. |
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| Parties | Ipswich Borough Council East Suffolk Council Babergh District Council Mid Suffolk District Council | Agree. | Agree. | Agree. |
| Commencement Date | Date of the Agreement | Agree. | Agree. | Agree. |
| Duration | Unless terminated | Agree. | Agree. | Agree. |
| Termination of the RAMS project | At any time by unanimous written agreement of the parties | Agree. | Agree. | Agree. |
| Purpose | Parties to work collaboratively to undertake projects in accordance with the Strategy using RAMS payments collected in by each party, to mitigate the impact of recreational pressure arising from housing and tourism developments on Suffolk's coastal, estuarine and heathland European Wildlife sites. | Agree. | Agree. | Agree. |
| Host Authority | East Suffolk Council to act as host authority to include the employment of the Delivery Officer. Delivery officer salary (and associated costs) to be | Agree. | Agree. | Agree. |

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| | <p>paid from shared Strategy specific budget.</p> <p>Role and responsibilities of Host Authority:</p> <p>To employ the Delivery Officer.</p> <p>To hold the Strategy specific budget.</p> <p>To provide administration of the Partnership including arrangement of meetings and minute taking</p> | | | |
| Mitigation payment methods | <p>RAMS money (and any interested accrued) should be held by each LPA in a ring-fenced account under a specific budget code.</p> <p>RAMS money (and all interest accrued) to be transferred to a shared Strategy specific budget on an annual basis.</p> <p>The Strategy specific budget will be held by East Suffolk Council.</p> | Agree. | Agree. | Agree. |

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| Executive Group – make up | <p>To form an Executive Group of Senior Officers, comprising:</p> <ul style="list-style-type: none"> • James Mann, Head of Planning and Development (Ipswich Borough Council); • Sally Minns, Planning Policy Team Leader (Ipswich Borough Council); • Andrea McMillan, Planning Manager (Policy, Delivery and Specialist Services) (East Suffolk Council); • Ben Woolnough, Planning Manager (Development Management, Major Sites and Infrastructure) (East Suffolk Council); • Robert Hobbs, Corporate Manager - Strategic Planning (Babergh and Mid Suffolk District Councils); and • Christine Thurlow, Professional Lead - Key Sites and Infrastructure (Babergh and Mid Suffolk District Councils). | Agree. | Agree. | Agree. |
| Executive Group – working arrangements | <p>Meetings to occur quarterly or as required to make specific urgent decisions virtually and/or in person.</p> <p>Quorum – 3 on condition 1 from each partner authority is in attendance.</p> | Agree. | Agree. | Agree. |

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| | Agenda and minutes to be provided by Delivery Officer | | | |
| Executive Group – decision making powers:- finance | <p>The Executive Group will oversee the financial management.</p> <p>To make decisions to commit expenditure on projects, such expenditure being only RAMS payments already acquired. To release funds to a shared Strategy specific budget.</p> <p>N.B. The costs of administering the Executive Group and Steering Group functions of RAMS should be absorbed through each LPAs service budget and not through RAMS funds.</p> | Agree. | Agree | Agree. |
| Executive group – decision making powers: - projects | <p>Parties to agree on projects and priorities. The detail of projects to be supplied to the Executive group by the Delivery Officer based upon the avoidance and mitigation measures proposed through the Strategy having regard to where development has commenced.</p> <p>Have regard to the advice of Natural England as the</p> | Agree. | Agree. | Agree. |

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| | statutory nature conservation body. | | | |
| Executive group – performance monitoring | <p>Parties to monitor performance of the projects and mitigation – detail of performance monitoring to be set out here:</p> <p>Performance to be monitored by the Executive Group.</p> <p>The Delivery Officer will produce annual and quarterly monitoring reports. The findings from the report will be shared with members as appropriate to each authority.</p> <p>Each authority will maintain a rolling record of housing delivery and will produce annual reports on housing consents, commencements and completions and quarterly monitoring reports on RAMS funds secured, collected and available to spend, to be reported to the Executive Group.</p> <p>Template monitoring reports will be prepared by the Delivery Officer.</p> | Agree. | Agree | Agree. |

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| <p>Executive Group – exit arrangements</p> | <p>Party may exit the arrangement on giving [6] months' notice to exit the collaboration agreement.</p> <p>Liability of party will cease from date of notice expires.</p> <p>Monies owed/outstanding will be reconciled and agreed by the partnership.</p> | <p>Agree.</p> | <p>Agree.</p> | <p>Agree.</p> |
| <p>Steering group –purpose</p> | <p>Be the key contact within each local planning authority. To facilitate information sharing between the Partners.</p> <p>Attend Executive Group meetings in an advisory capacity.</p> <p>To support the Executive Group and Delivery Officer.</p> <p>Monitor and update (as appropriate) the Technical Strategy.</p> <p>The Steering Group to meet quarterly or as requested.</p> <p>A full list of the Steering Groups functions and procedures is provided within</p> | <p>Agree.</p> | <p>Agree.</p> | <p>Agree.</p> |

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| | the Steering Group Terms of Reference to be appended to the Partnership Agreement. | | | |
| Steering group – make up | Consists of officers from: Ipswich Borough Council East Suffolk Council Babergh District Council Mid Suffolk District Council | Agree. | Agree. | Agree. |
| Steering group – decision making powers | None | Agree. | Agree. | Agree. |
| Delivery Officer - purpose | To identify and recommend to the Executive Group the mitigation measures required for each habitat site. To project manage the delivery of the projects. To report back to the Executive Group on performance monitoring of the projects. To line manage wardens/ patrol officers To attend Steering Group meetings. Establish good working relationships with a wide range of local and national | Agree. | Agree. | Agree. |

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| | <p>stakeholders. Relevant local authority service providers and be the primary point of contact, including in public communications.</p> <p>Seek other opportunities for additional funding.</p> <p>Oversee the creation of a project website and other publicity opportunities.</p> <p>Overtime the duties of the Delivery Officer will change.</p> <p><i>Source – Paragraph 8.7 of the Suffolk HRA RAMS Strategy</i></p> | | | |
| AONB Unit | <p>3rd party provision of service, hosted by Suffolk County Council (SCC)</p> <p>Agreement required between the parties and SCC for provision of some/all projects by the AONB. Terms of this arrangement are required.</p> <p>Wardens to be hosted by AONB for HR purposes the Wardens would be the employees of Suffolk County Council.</p> | Agree. | Agree. | Agree. |

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| Insurance | Each party to ensure each has own adequate insurance. Host authority to ensure it has sufficient employer's liability, professional indemnity and public liability insurance. | Agree. | Agree. | Agree. |
| FOI / EIR | <p>Each party subject to the Act. To work with each other in responding to requests.</p> <p>Each party to take responsibility for FOI and EIR requests which come through to them.</p> <p>A party in receipt of a request for information shall inform the other Partners of the request.</p> <p>Delivery officer authority to lead on FOI and EIR requests.</p> | Agree. | Agree | Agree. |
| Data Protection | Each party subject to the relevant legislation and to undertake own DPIAs to assess impact and have sharing agreement as necessary. | Agree. | Agree. | Agree. |
| General provisions | N.A | Agree. | Agree. | Agree. |

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| Habitat Regulations | The Partnership is accountable for collaborative delivery of mitigations for Habitats Regulations purposes. Each LPA is individually responsible for ensuring that projects within their area are mitigated in accordance with project level Appropriate Assessments and that through the partnership the strategic RAMS area wide mitigation is meeting HRA expectations of the LPA. | Agree. | Agree | Agree. |
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