

**DATED**

**2014**

**BASILDON BOROUGH COUNCIL**

- and -

**BRENTWOOD BOROUGH COUNCIL**

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**MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF  
THE CONSULTATION DOCUMENT RELATING TO THE POTENTIAL  
DEVELOPMENT TO THE WEST OF LAINDON IN BASILDON AND EAST  
OF WEST HORNDON IN BRENTWOOD**

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**Legal and Corporate Governance  
Basildon Borough Council  
The Basildon Centre  
St Martins Square  
Basildon  
SS14 1DL**

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**THIS MEMORANDUM OF UNDERSTANDING** is dated 4<sup>th</sup> day of November 2014

## **PARTIES**

- (1) The parties to this memorandum of understanding **MoU** are:
- (2) **BASILDON BOROUGH COUNCIL** of The Basildon Centre, St Martins Square, Basildon, SS14 1DL (**Authority One**).
- (3) **BRENTWOOD BOROUGH COUNCIL** of Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY (**Authority Two**).

## **1. BACKGROUND**

- 1.1 Section 110 of the Localism Act 2011 amended Section 33A of the Planning and Compulsory Purchase Act 2004 requires Local Planning Authorities to cooperate on strategic planning matters. This in turn is supported by policy and guidance expectations in the National Planning Policy Framework and Planning Practice Guidance.
- 1.2 This agreement represents a duty to co-operate statement under the Localism Act 2011, the National Planning Policy Framework (NPPF) and the Planning Practice Guidance (PPG).
- 1.3 Authority One and Authority Two have agreed to work together on the project detailed in Annex A to this MoU (**Project**).
- 1.4 This MoU cannot override the statutory duties and powers of the parties and is not enforceable in law. However, the parties agree to adhere to the principles set out in this MoU.
- 1.5 This MoU may need to be supported by protocols and other documents not included here which set out in more detail operational considerations of how the parties will work together.
- 1.6 The parties wish to record the basis on which they will collaborate with each other on the Project. This MoU sets out:
  - (a) the key objectives of the Project;
  - (b) the principles of collaboration;
  - (c) the governance structures the parties will put in place; and
  - (d) the respective roles and responsibilities the parties will have during the Project.

**2. KEY OBJECTIVES FOR THE PROJECT**

- 2.1 The parties shall undertake the Project to achieve the key objectives set out in Annex A to this MoU (**Key Objectives**).
- 2.2 The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the Annex A to this MoU.

**3. PRINCIPLES OF COOPERATION**

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this MoU in Annex B;
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the parties agree to make the contributions detailed in Annex D to this MoU; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

#### 4. GOVERNANCE

##### 4.1 Overview

The governance structure defined below provides a structure for the development and delivery the Project.

##### 4.2 Guiding principles

The following guiding principles are agreed. The governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with Project scope and each Project stage (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the governance arrangements set out in this MoU.

##### 4.3 Sponsors' board

- (a) The **Sponsors' Board** provides overall strategic oversight and direction to the Project. This group will consist of:

**Authority One:** The Leader of the Council, Cabinet Member of Regeneration and Planning and Chief Executive

**Authority Two:** The Leader of the Council, Chair of Local Development Plan Members Working Group and Chief Executive

- (b) The Sponsors' Board shall be managed in accordance with the terms of reference set out in Annex C to this MoU.

##### 4.4 Project board

- (a) A joint officer group (Project Board) will be established drawing on resources from both Authorities. They will communicate regularly to discuss and action the preparation of the consultation document and the consultation process.
- (b) The Project Board will provide strategic management at Project and workstream level. It will provide assurance to the Sponsors' Board that the

Key Objectives are being met and that the Project is performing within the boundaries set by the Sponsors' Board.

- (c) The Project Board consists of representatives from each of the parties. The Project Board shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board. The core Project Board members are:

<b>Project Board Member</b>	<b>Position</b>	<b>Authority</b>
Lead Project Manager	Team Manager - Planning Policy	Basildon Borough Council
Project Manager	Planning Policy Team Leader	Brentwood Borough Council
Project Advisor	Service Manager – Planning Policy, Housing and Regeneration Strategy	Basildon Borough Council
Project Advisor	Head of Planning and Development	Brentwood Borough Council
Project Advisor	Senior Communications Officer	Basildon Borough Council
Project Advisor	Senior Communications Officer	Brentwood Borough Council
Project Advisor	Principal Legal Officer	Basildon Borough Council
Project Advisor	Head of Legal Services	Brentwood Borough Council

The Project Board shall meet regularly and shall from time to time, with the agreement of the Project Managers include officer representatives of the neighbouring borough of Thurrock Council and Essex County Council and any other organisations with related interest in the consultation outcomes.

#### 4.5 Reporting

Project reporting shall be undertaken at three levels:

- (a) **Project Board:** Minutes and actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Project Board.
- (b) **Sponsors' Board:** Reporting shall be regularly, based on the action points from the Project Board highlighting: Progress this period; issues being managed; issues requiring help (that is, escalations to the Sponsors' Board)

and progress planned next period and/or aligned with the frequency of the Sponsors' Board meetings.

- (c) **Organisational:** the Project Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Project Board before being issued.

**5. ROLES AND RESPONSIBILITIES**

5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

<b>Activity</b>	<b>Authority One</b>	<b>Authority Two</b>
Overall day to day responsibility for preparing the Consultation document	Lead: Team Manager – Planning Policy	Lead: Planning Policy Team Leader
Take the consultation to Corporate Management Team, then to Sponsors Board who will decide whether to endorse the document to be published for consultation.	Lead	Assure
Take the consultation document to the Local Development Plan Members Working Group, then to Corporate Leadership Board and then to Sponsors Board who will decide whether to endorse the document to be published for consultation.	Assure	Lead
Analyse the responses from the consultation and take them to the relevant committees to agree on the main issues raised and the outcome of the consultation.	Lead	Lead
Update the Memorandum of Understanding and reflect the governance arrangements necessary to facility delivery of the development, and incorporate proposals into each Council's Local Development Plans. (This action is dependant on the outcome of the consultation)	Lead	Assure

5.2 For the purpose of the table above:

**Lead:** the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with

the other party in advance if they are identified as having a role to Assure the relevant activity;

**Assure:** the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

If the outcome of the consultation is to not take this option further than Basildon Borough Council and Brentwood Borough Council will continue to work together on other strategic issues in accordance with the Duty to Cooperate and will establish the appropriate arrangements separate to this memorandum of understanding.

- 5.3 Within a reasonable time frame from the date of the MoU the parties shall develop a delivery plan for that part of the Project which shall identify the following:
- (a) the key milestones for the delivery of the Key Objectives;
  - (b) what employees (other than employees identified in this MoU) will be required to work on the project;
  - (c) whether any staff will need to be seconded from one party to the other;
  - (d) what staff will require access to the premises of the other party;

Each delivery plan must be approved by the Project Board.

## 6. ESCALATION

- 6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a structured communication, If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within 5 days, the matter may be escalated to the Sponsors' Board for resolution.
- 6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

**7. INTELLECTUAL PROPERTY**

- 7.1 The parties intend that [notwithstanding any secondment] any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in clause 5 above for the part of the project that the intellectual property right relates to).
- 7.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

**8. TERM AND TERMINATION**

- 8.1 This MoU shall commence on the date of signature by both parties, and shall expire on completion of the Project
- 8.2 This MoU will be effective for 15 months commencing from the date on which it was signed by the Chief executive and Leaders of the two organisations. Its operation shall be reviewed at the end of the first [4] months in order to inform any changes necessary going forward.
- 8.3 Either party may terminate this MoU by giving at least three months' notice in writing to the other party.

**9. VARIATION**

This MoU, including the Annexes, may only be varied by written agreement of the Sponsor's Board.

**10. CHARGES AND LIABILITIES**

- 10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 10.2 The parties agree to share the costs and expenses arising in respect of the Project between them in accordance with the Contributions Schedule set out in Annex D to this MoU to be developed by the Project Board and approved by the Sponsors' Board.
- 10.3 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

**11. STATUS**

**11.1** This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

**11.2** Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

**12. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**Signed for and on behalf of Authority One: Basildon Borough Council**

**Name:** Cllr Turner  
**Position:** Leader of Basildon Borough Council

**Signature:** 

**Name:** Balis Mahendran  
**Position:** Chief Executive of Basildon Borough Council

**Signature:** 

**Signed for and on behalf of Authority Two: Brentwood Borough Council**

**Name:** Cllr Aspinell  
**Position:** Leader of Brentwood Borough Council

**Signature:** 

**Name:** Jo-Anne Ireland  
**Position:** Acting Chief Executive of Brentwood Borough Council

**Signature:** 

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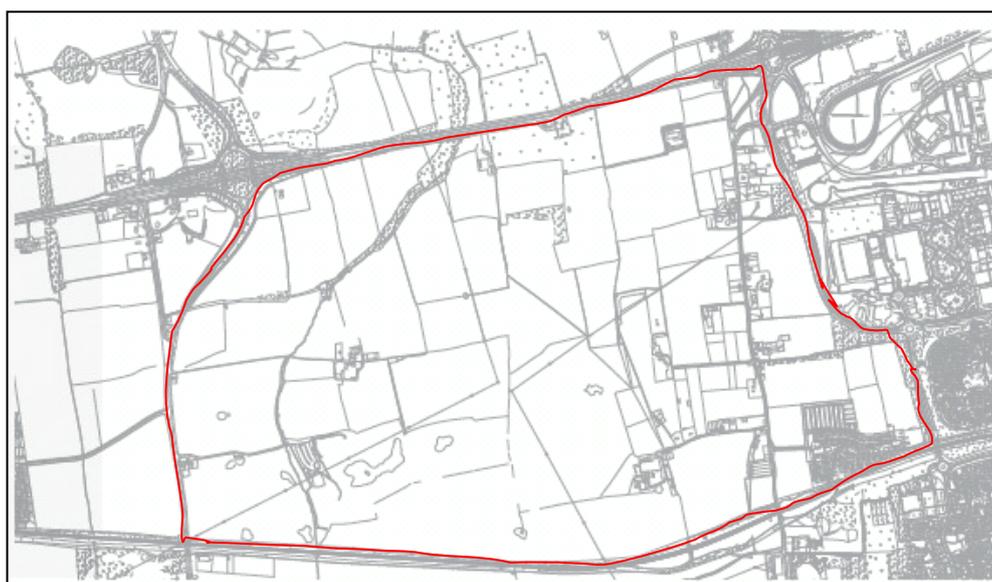
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## Annex A. The Project

### Project overview

Basildon Borough Council and Brentwood Borough Council, as the Local Planning Authorities, have prepared this “Memorandum of Understanding” (MoU) to agree to work together when considering cross boundary strategic planning issues.

This MoU signs up both Council’s to investigate whether land to the west of Laindon (in Basildon Borough) and to the east of West Horndon (in Brentwood Borough) has any potential of meeting some of the development needs of both Councils through a cross boundary development opportunity, see map below.



Map 1 – The potential site to explore for its development opportunity

All Councils are committed to preparing sound planning strategies to achieve the necessary delivery of OAN through their respective Local Plans. This MoU sets out that both Councils will explore the potential for land to the west of Laindon in Basildon (known as PADC5) and east of West Horndon in Brentwood to provide a possible joint cross boundary opportunity to help meet both Council’s OAN for housing as well as other needs and provision of infrastructure improvements.

Basildon Borough Council and Brentwood Borough Council are demonstrating delivery in their urban areas and some small urban fringe sites across their Boroughs in the short to medium term of their Plans. However this larger location extends from PADC5 in Basildon Borough Council Core Strategy Revised Preferred Options 2014 and has the potential to offer land supply solutions for the longer term across both authority areas. The development location will be referred to as a “garden suburb” for the purpose of this memorandum. A map of the project area for co-operation and consultation is set out above.

This agreement commits the strategic planning and democratic resources of all Councils to work together in preparing a consultation document to explore the garden suburb. To support the consultation document, this memorandum sets out the key principles that should be agreed and considered when preparing the consultation document.

The Councils now confirm through signing of this Memorandum of Understanding that they commit, under the duty to co-operate, to a consultation document to explore the garden suburb to the west of Laindon in Basildon and to the east of West Horndon in Brentwood to assist in the delivering of housing land supply in the long term. The Councils consider this approach to be consistent with the NPPF and the PPG under the duty to co-operate on plan making.

### **The Key Objectives**

The consultation document is the first step to establishing whether development to the west of Laindon in Basildon and east of West Horndon in Brentwood has any potential of meeting some of the development needs of both boroughs through a cross boundary development opportunity.

The key principles set out in this section should be agreed and taken account of when preparing the consultation document. The consultation document is to explore the potential for the garden suburb and therefore if the garden suburb option is not taken forward following the consultation, the agreed key principles may not be possible to deliver.

### *Joint Principles*

#### Agreed

- High quality homes and self-build opportunities to be provided with a large percentage available for families;
- Job opportunities and apprenticeships through new commercial / industrial provision;
- Provision of supporting local shops and community facilities;
- Provision for Gypsy and Traveller pitches;
- Quality open space, landscape and access to surrounding green spaces;
- Consideration for all constraints, such as Flood Risk 2 and 3a / b, Ancient Woodland, Local Wildlife Sites, pylons, public footpaths, historic environment, landscape, industrial area, registered parks and gardens, Nature Improvement Area, open space provision, ground water vulnerability, critical drainage area BA6, surface water drainage, topography and geology.
- Community ownership and long term stewardship of assets.

### *West Horndon Village*

- An appropriate range of public services for West Horndon Village to be provided in the garden suburb;
- Additional and improved infrastructure to be implemented as part of the garden suburb;
- The garden suburb boundaries in Map 1 above are to provide a wedge of land adjoining West Horndon preserving the open gap of Green Belt between Basildon and West Horndon that prevent coalescence;

### *Dunton Village*

- An appropriate range of public services for Dunton Village to be provided in the garden suburb;
- Additional and improved infrastructure to be implemented as part of garden suburb; including the A127;
- The garden suburb to provide appropriate local social, community, health and social services enabling residents to conveniently access these;
- Potential opportunity for a new railway station, providing good links to London in the garden suburb
- Appropriate landscaping schemes will need to be put in place to recognise the existing land form and retain long distance views, where possible.

### *Laindon Town Centre*

- The garden suburb to help support the regeneration of Laindon Town Centre

### *Thorndon Country Park and Langdon Hills Country Park*

- Improvements to Green Infrastructure and benefits to the local environment through connecting Thorndon Country Park to Langdon Hills Country Park;

### **The existing position and dependencies**

The amount of housing and commercial development in Basildon Borough, and Brentwood Borough is to be established in each Local Authority's Local Plan. The housing requirement will be derived from the full objectively assessed need for housing arising in both Boroughs taking account of economic growth aspirations and the location's presence in Thames Gateway South Essex.

The outstanding need to allocate sites to meet overall development requirements in both authorities will be pursued in the Local Plans or Review of Local Plans.

The need to meet Gypsy, Traveller and Travelling Showpeople provision will be sought through the Local Plans. The garden suburb as a settlement/ settlement extension will explore the potential to help meet this need.

Further work with Essex County as the highways authority will be required and work will be on-going as part of each authorities Plan preparation

### **Communication**

Both Councils will commit to issuing joint press releases and attending joint press conferences, where appropriate, to ensure communities are updated. Both Councils will provide information about the proposals on their websites.

A communication strategy will be put in place to ensure that both councils carry out the same level of consultation.

Both Councils will keep Thurrock Borough Council, as a neighbouring authority, and Essex County Council, as the highways, minerals and waste, social, and education authority informed on this strategic issue.

### **Project Management**

Both Councils will provide a Project Manager as part of its resource commitment. However, Basildon Borough Council will be the lead to prepare the consultation document and facilitate the consultation.

There will be a high level plan agreed for the work showing the key stages and timetable in the preparation of the consultation.

Basildon Borough Council will maintain details of the agreed budget and spend and will maintain a risk log identifying potential threats to the project and any mitigating actions, where appropriate. If any risks are significant; these will be reported through each Council's risk management programmes and appropriate solutions to manage the risk put in place.

A change control process will be used to assess proposed changes to the document that has been formally agreed or changes to the agreed Joint working arrangements.

### **Local Plan Background - Basildon Context**

Basildon Borough Council is in the process of preparing a Local Development Plan (LDP) to replace its existing 1998 Local Plan.

In 2007, the Council consulted on an Issues Paper when preparing its Local Development Framework Core Strategy, which set out the main issues for the Borough. The paper was criticised for being heavily focused on specific issues rather than strategic issues.

In 2012, the Council prepared a Core Strategy Preferred Options Report. The Core Strategy included three growth options; Option A: a low growth option of 6,500 homes and 5 hectares of employment land; Option B: a medium growth option of 10,100 homes and 14 hectares of employment land; and Option C: a high growth option of 21,600 homes and 26 hectares of employment land. The Council's Preferred Option was Option A.

The National Planning Policy Framework was introduced during the Council's consultation (March 2012) and set out local planning authorities should provide for their full objectively assessed need (OAN).

The Council's Cabinet concluded in November 2012 that Option A was unlikely to be found sound in light of national policy, alternatives available and the evidence base and a revision to the Preferred Option was necessary.

Additional evidence was commissioned during 2013 to inform the Revised Preferred Options. This included an update to the Strategic Housing Market Assessment, a Green Belt Study, and a housing topic paper, which identified that the Borough's OAN was a minimum of 16,000 homes by 2031.

In January 2014, the Council published a Core Strategy Revised Preferred Options which set out three different approaches to distributing the OAN. The Council's Revised Preferred Option was proportionate growth to the existing settlements based on their relative population sizes through fifteen strategic locations known as Policy Areas for Development and Change (PADCs). One of these strategic locations, PADCS is in West Basildon, on the border with Brentwood Borough.

Over 10,000 comments were received during the public consultation mainly from local people, but also developers, landowners, neighbouring authorities, statutory consultees and infrastructure providers.

On 14<sup>th</sup> September 2014, Cabinet formally noted all the representations made to the consultation and approved the recommended responses and actions to them.

### **Local Plan Background - Brentwood Context**

Brentwood Borough Council is in the process of preparing a Local Development Plan (LDP) to replace its existing 2005 Local Plan.

In 2009 the Council consulted on Issues & Options (LDF Core Strategy) which included four spatial options for growth, albeit to meet the then East of England Plan regional strategy housing target of 175 homes per year (3,500 2001-2011).

Consultation responses favoured the spatial option to centralise development in the Brentwood/Shenfield urban area and at transport nodes such as Ingatestone and West Horndon within the A12 and A127 transport corridors.

Following this, and in light of changing national policy and legislation, the Council decided to bring the Core Strategy together with site allocations and development management policies and produce one Local Plan.

In 2011 the Council undertook a comprehensive Neighbourhood Consultation to seek views on priorities for the LDP, neighbourhoods, housing numbers and potential sites. The top priority from residents was to maintain the character of the Borough and Green Belt.

In January 2013 the East of England Plan was formally revoked, leaving the Council to identify objectively assessed needs (OAN) as a starting point as required in the National Planning Policy Framework (NPPF). OAN for Brentwood Borough has been determined as 5,430 new homes over the Plan period 2015-2030, the upper end of a range of need. This has been informed and verified by demographic projections produced by Edge Analytics as part of the EPOA commission, the updated 2014 Brentwood SHMA and separate demographic evidence from Peter Brett Associates, as yet unpublished.

The Council consulted on Preferred Options in July 2013. This sought to provide a level of development above the old RSS target but below OAN because of the identified capacity constraints set out in evidence.

Housing provision was proposed for 3,500 new homes over the 15-year Plan period, some two thousand short of OAN in the hope that neighbouring former regional plan growth areas might provide some of the shortfall. Representations to the consultation (including those from neighbouring authorities such as Basildon Council), and a clearer view of the Planning Inspectorate’s interpretation of the need to meet full OAN, have meant that the Council is reconsidering its position with regard to housing need, among other things.

In order to meet OAN the Council is now considering further sites and a revised spatial strategy to form part of further Plan consultation.

**Risk Assessment**

<b>Risk</b>	<b>Implications and mitigation</b>
Change in attitude to joint working at either or both Authorities because of changes in political make up, changes in priority or conflicts in working relationships at Officer or Member level.	Delays in decision making, potential to revisit decisions taken all delays in delivery of and consultation on the Garden Suburb strategic planning consultation document.  The agreement of the MOU and of an opt out clause at the completion of the consultation feedback process should mitigate this risk

<p>Failure to agree a joint approach on key aspects of the plan</p>	<p>Delays while the options are debated, potential breakdown in relationships, potential failure of the joint approach with consequent implications for taking the work forward and explaining the failure to stakeholders. This could also have a potential resource implication that has been spent on the project so far.</p> <p>The respective Portfolio Holders will need to take the lead in resolving such issues.</p>
<p>Failure of either party to meet the commitments set out in the MOU.</p>	<p>Delays while the problems are resolved, additional resource/funding provided by the other party, potential breakdown of relationship between the parties.</p> <p>The respective Portfolio Holders/ Cabinet Members will need to take the lead in resolving such issues.</p>
<p>Different approval processes could delay decision making at key stages</p>	<p>Delays in progressing to the next stage of work, concerns that the authorities are getting out of step. Careful planning and identification of key 'pinch points' will identify potential problem areas.</p> <p>The agreement of the MOU and of an opt out clause at the completion of the consultation feedback process should mitigate this risk.</p>
<p>The Authorities are at different stages of developing their local planning documents; requirements for the level of detail of the documents vary, could confuse and delay the consultation process.</p>	<p>Disagreement on what level of detail should be consulted on could result in delays in coming forward with consultation document.</p> <p>An agreed Communication Strategy set out in this MoU will consider this detail and should mitigate this risk.</p>
<p>There may be adverse public reaction to a joint working approach.</p>	<p>The agreement of the MOU and of an opt out clause at the completion of the consultation feedback process should mitigate this risk.</p> <p>Potential new development of any scale can be contentious, clearly explaining the proposal and role of each local authority, and briefing Parish Council Members and</p>

	Members from adjoining authorities should mitigate this risk.
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## **Annex B. Information Sharing Protocol**

### **Information Sharing Agreement (ISA) framework**

The purpose of this (ISA) is to facilitate the exchange of information in order to comply with the statutory duty of local authorities to work together.

The parties to this MoU are not obligated to disclose information unless satisfied that the principles of data protection are upheld. Disclosure relies on existing conditions that justify the disclosure of information, on good relations and mutual trust, and the effectiveness of these information sharing arrangements is a reflection of the effectiveness of the project as a whole.

Relevant statutes may provide the power to disclose information, but may not impose a duty to disclose, thus control over the disclosure of information remains with the Authority that owns the information.

The parties undertake to ensure that personal information (as defined by the Data Protection Act 1998) held by them will be properly protected.

### **Parties**

The parties in this information sharing agreement are:

- a) Basildon Borough Council
- b) Brentwood Borough Council

### **Indemnity**

Where a disclosing party provides information to a requesting party which is inaccurate or where such information is disclosed in breach of the Data Protection Act 1998, any other statutory or common law requirements or the terms of this protocol, and the requesting agency incurs liability, cost or expense as a result of its reliance upon the information provided, the disclosing agency shall indemnify the requesting agency against any such liability, cost or expense reasonably incurred, provided that this indemnity shall not apply:

- a) Where the disclosing agency did not know, and acting reasonably, had no reason to know, that the information provided was inaccurate;
- b) In respect of any consequential or other indirect loss, damage, liability, cost or expense incurred
- c) unless the requesting agency notifies the disclosing agency as soon as practicable of any action, claim or demand to which it considers this indemnity may apply, permits the disclosing agency to deal with the action, claim or demand by settlement or otherwise and renders all reasonable assistance in so doing.

### **Annex C. Sponsors' Board Terms of Reference**

- **Remit:**

- Approval of Project Plan
- Approval of variation to the MoU
- Review and Approval of Consultation Document.
- Take into consideration the perspective of Brentwood Planning Committee

- **Decision-making:**

**Authority One:** The Leader of the Council, Cabinet Member of Regeneration and Planning and Chief Executive

**Authority Two:** [The Leader of the Council, Chair of Planning and Development Committee and Chief Executive

- **Meetings:**

- At a frequency and form mutually agreed and convenient for the parties to the MoU.

## **Annex D. Contributions**

This agreement will commit to working jointly on a consultation document to explore the potential development location of a garden suburb to the west of Laindon in Basildon and to the west of West Horndon in Brentwood.

Following the consultation, the Councils will analyse all the results and decide whether they continue to explore this development option. If it is subsequently agreed to explore this development option further, establishment of a joint project between the Councils will be considered to carry out further testing and assessment against evidence base as part of plan-making in the future. This will need to combine project working and delivery vehicle(s). If both Councils agree to continue, the MoU will be updated to reflect the next stage.

### **Funding and Resourcing**

Each Council will commit an equal level of resource to ensure that deadlines are met, where possible. The costs of these resources will be met by the respective Council. Any variation to the level of resourcing will be subject to review and a cost implication may be applicable to the authority that is not providing the same level of resourcing.

Each Authority will commit in principle to a level of funding for the consultation document and the subsequent consultation, subject to the relevant Council's sign off procedure set out in Section 5.

Costs will be apportioned between the Councils in the ratio Basildon Borough Council 50%: Brentwood Borough Council 50%.

Basildon Borough Council will manage finances on behalf of both Councils. Brentwood Borough Council will arrange for transfer of their apportionment in appropriate instalments to Basildon Borough Council. These are likely to be, but not exhaustive to

1. Any joint cost accrued to prepare the consultation document;
2. Any joint cost accrued publicising the consultation;
3. Any joint cost accrued analysing the results and publishing the outcome.