

Memorandum of Understanding: Clacton Town Centre Regeneration
20th JULY 2020

1. Introduction

This Memorandum of Understanding (MoU) describes the agreement between 'the parties';

- Essex County Council (ECC) and;
- Tendring District Council (TDC)

This document represents an agreement between the parties to develop a place-based regeneration strategy for Clacton Town Centre, bring forward regeneration of three development sites, referred to collectively as 'the sites' as outlined in Annex A, and develop a formal delivery structure which the parties will use to deliver the projects outlined in Appendix B using funding from the parties and other public and private sources including Future High Streets Funding (FHSF) from MHCLG.

No decision, opinion, or discussion held pursuant to this Agreement will bind the Parties in any way or with regard to any other contractual agreement that exists between the Parties.

2. Background

TDC and ECC both recognise the significant role that regeneration of Clacton town centre will have in arresting the decline of Clacton, Jaywick and surrounding area as well as enhancing outcomes for people and place.

Both parties have identified the significant opportunity to catalyse regeneration by utilising publicly owned land and buildings as well as making targeted investments in acquisition of land / buildings and redevelopment to create a high-quality town centre that responds to the needs and challenges of the local area as well as being resilient and adaptive to the changing demands of retail and commercial demands.

TDC and ECC have been proactively working in partnership to bring forward proposals for redevelopment of Clacton town centre resulting in several key sites being identified as potential catalysts for the regeneration of Clacton. A plan of the sites and planned interventions to be taken forward as part of the phase 1 regeneration project has been attached as Annex A.

In 2019 TDC were awarded development funding to bring forward a stage two FSHS submission for Clacton Town Centre which will be submitted no later than 31st July 2020. ECC are leading on the development of this submission on behalf of TDC with ECC undertaking the commissioning of consultancy support to provide the evidence base which will underpin the submission and completing the template with TDC providing feedback and inputs as required to develop the submission.

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Using this funding TDC and ECC have developed proposals encompassing two sites at Carnarvon Road and Electric Parade as well as a series of streetscape and highways interventions to bring forward the first phase of regeneration in Clacton Town Centre. A plan of sites and interventions to be brought forward and funded by the parties is outlined at Annex B.

3. Purpose

This MOU sets out the principles of collaboration between the parties, the objectives of regenerating Clacton Town Centre as well as the proposals for investment as part of the FHSF project and the proposed next steps and milestones in relation to the project including formalisation of a partnership structure.

The Parties will work together and in good faith to achieve the purpose of the collaboration which is;

- To develop a strategic place-based regeneration strategy for Clacton Town Centre that catalyses redevelopment of the Town Centre and wider place.
- To identify projects which will support the delivery of this strategy in the short-medium and long-term.
- To develop business cases and propositions for investment in the projects identified by the parties
- To progress the delivery of the Future High Streets Fund Project in Clacton Town Centre in line with the submission to MHCLG and plan set out in Annex B.
- To identify and develop a formal partnership structure for delivery of regeneration in Clacton Town Centre.

The parties agree to negotiate in good faith to explore the options for and recommend an agreed commercial, contractual, or corporate structure for the formal alignment of the Parties interest in relation to the delivery of the Purpose which will require the further approval of the Parties at a future date.

The parties agree to conclude the appropriate agreements, for example a partnership agreement and actions as necessary for the Project in accordance with the principles set out in this MOU as soon as is practicable on the award of funds from MHCLG at which point this MOU will be terminated and superseded by that formal structure.

4. Scope

Regeneration is intended to deliver whole-place outcomes, improving the immediate town centre environment and economy in Clacton town centre but also enhancing the lives of residents in Clacton and wider Tendring District through enhanced visibility of and access to employment, education and commercial opportunities for residents and businesses through the interventions outlined in Annex A and Annex B.

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The work outlined in Annex B, utilising funds from the FHSF will be the priority of the parties to deliver. This work will be brought forward by Essex County Council on behalf of the parties with various ECC departments being responsible for;

- **Essex Housing** - procurement of final design and cost control expertise, utilising the appraisals and plans set out in Annex B as the basis. Management of the design process. (the “Design Works”) as well as the procurement of suitably qualified contractors to deliver the development sites. Essex Housing shall also manage the marketing and sales of sites they deliver.
- **Property:** Freehold manager and landlord of the retained ECC sites as well as manager of the retained assets created on ECC owned land.
- **Place Services** – design expertise and management of the design process for the public realm and highways works as well as procurement of suitably qualified contractors to deliver the public realm and Green Infrastructure works.
- **Essex Highways** – design expertise, management of the design process and management of the delivery of the highways and sustainable transport proposals.

Delivery of the FHSF will be the primary focus of the parties who will deliver the sites and objectives outlined in Annex B in line with the programme set out to MHCLG.

The parties will seek to enter in mutually acceptable appropriate agreements to jointly fund and manage the delivery of this project in order to realise the mutual benefits. As soon as reasonably practicable after signing this MOU the parties will agree a timescale for the completion of the appropriate agreements and other formal contract documentation.

5. Principles of Cooperation

The parties agree to adopt the following principles when carrying out the project;

- The parties are working towards the common objective of catalysing regeneration in Clacton Town Centre to deliver a good quality, viable development and attracting further public and private investment.
- The parties will act in good faith to support achievement of the Purpose and Scope of this MOU, recognising the time-critical nature of the Project and respond accordingly to requests for support;
- The parties will be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU and proactively communicate any concerns, issues or opportunities in relation to the objectives and projects
- The Parties will manage stakeholders effectively and jointly; including political members and other public sector stakeholders and ensure presentation of information is factual and accurate etc. The parties agree to develop a stakeholder management plan as soon as practicable on agreement of this document to identify the key stakeholders, agree how they will be engaged and process agreeing briefings.

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- The parties will seek to adopt a positive outlook and behave in a positive, proactive manner in pursuit of the primary objective.
- The parties will deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU.
- The parties make investments to enhance outcomes for the place, any development surplus from the identified sites shall be reinvested into enhancing the environment in Clacton town centre.

6. Governance

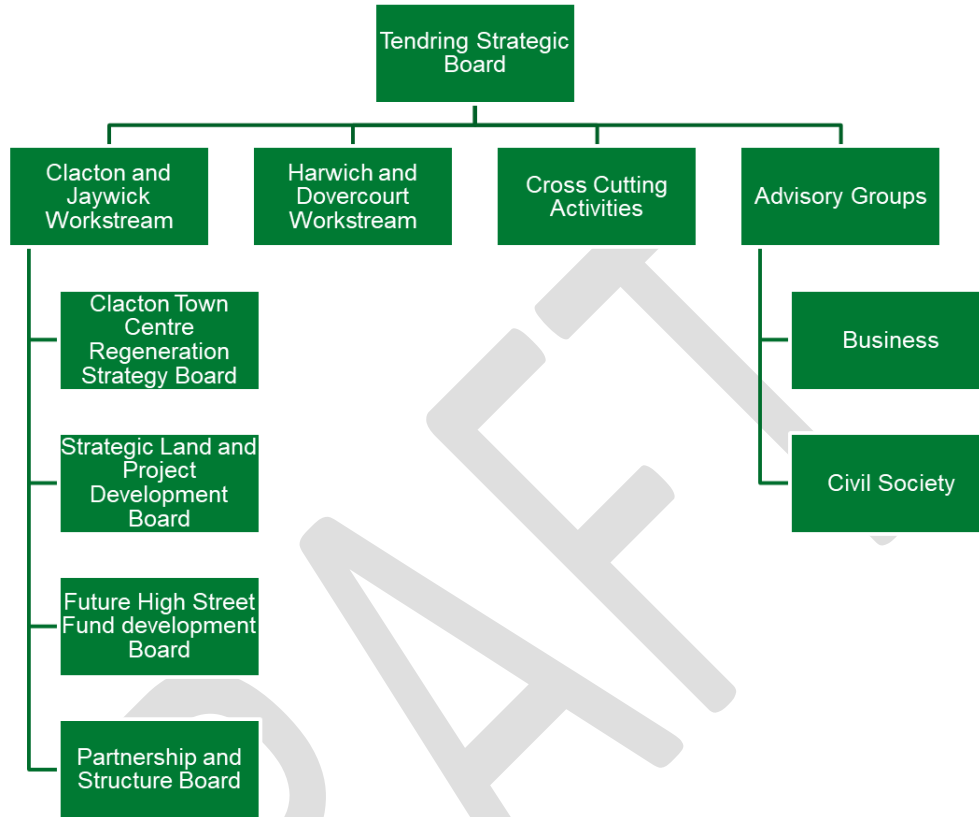
This MOU and the projects it covers operate as part of a wider Public Sector-led Programme of Activity in Tendring District and therefore should be considered in this broader strategic context.

To support progression of the projects and Purpose of this MOU the following governance structure will be established;

- **A Tendering strategic board** will oversee multiple workstreams of which the projects and activities covered by this MOU will be a workstream. The board is a joint view for Tendring District with the purpose to agree a shared vision and objectives and develop a co-ordinated approach to planning and delivery of major Programmes. Coordination and management of the Strategic Board will sit outside of the scope of this MOU.
- **A Clacton and Jaywick workstream** of the Tendring Strategic Board will oversee the delivery of projects and activities delivered in or impacting on Clacton and Jaywick with these ultimately delivered through project boards. The Clacton and Jaywick workstream shall be responsible for providing a forum for liaison between the Parties to develop, discuss, provide direction to the work, consider and resolve any issues and review the emerging delivery structure. Senior and appropriately qualified representatives of the Parties involved in this MOU will sit on the Workstream to co-ordinate the Parties efforts and activities. The Clacton and Jaywick workstream will be responsible for making expenditure decisions to progress activities identified in the project boards. Chair of the workstream will rotate between the sponsors of ECC and TDC.
- **Project Boards** will be established for each of the projects and activities identified in the scope and purpose sections of this MOU. The project boards will be responsible for ensuring the delivery and progression of each of the projects and activities in line with the milestone plans and activities outlined within each annex as well as provide a forum for discussion of operational matters. Project Boards will be established for the following activities;
 - Clacton Town Centre Regeneration Strategy Board

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- Strategic Land Acquisition and Project Development Board
- Future High Streets Fund bid development Board
- Clacton Town Centre partnership structure development Board



For clarity, project boards of other workstreams are omitted.

As appropriate, each board will engage business and civil society advisory groups to seek input, feedback and expert advice on proposals that are developed

A governance structure document and proposed Terms of Reference for the Clacton and Jaywick Workstream is contained in Annex C.

7. Costs and resources

The Parties agree that this is a jointly funded project, and that provision of funding will be phased from both Parties in line with the profile attached in the project budget.

The Parties will agree to co-operate in the progression of the Purpose, committing resource and budgeting for the costs associated with work required to be undertaken by third party professional consultants or third-party contractors.

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Investments outlined in Annex B outline the indicative commitments of the parties to the delivery of the FHSF funded schemes and are subject to formalisation of a partnership structure and commitment of investment by MHCLG.

External Costs relating to the MoU will be set out within a project budget which will detail, as a minimum, each individual cost item, the counterpart to be paid and the contribution (if required) from the Parties for each individual cost item (Project Budget).

The Parties will be responsible for their own internal costs associated with any activities in relation to this MoU including the cost of their own human resources.

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.

8. Consultants and Contractors

Where a Party intends to appoint a consultant or contractor in relation to the MoU, they will only do so on prior notification to all the Parties, with all costs associated included and approved in the latest Project Budget.

The Party proposing the appointment will be responsible for:

- (i) appointing and managing that consultant or contractor;
- (ii) drafting of any scoping of the appointment, which must be approved by all the Parties;
- (iii) final settlement of all amounts payable to the consultant or contractor should any amounts be outstanding in excess of the Project Budget allocation for that consultant or contractor;
- (iv) providing details appropriate and sufficient to demonstrate a competitive process in selection meeting the requirements of procurement law to the reasonable satisfaction of all of the Parties;
- (v) managing and resourcing any disputes, providing that the settlement of any claims must be agreed between the Parties in writing.

9. Communications

The stakeholder engagement plan (Annex E) outlines how communications and engagement between the parties and the media, public or other stakeholders will be managed and parties agree to abide by its principles when communicating about the project.

The parties agree to jointly-agree any public statements in relation to the delivery of the proposals. Any communications will be approved by both parties in advance of publication or participation in interviews in consultation with the designated Project Managers of both organisations.

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Each Party will nominate a person to approve media releases and will undertake to provide approval within 24 hours (or within the same day if an urgent approval is required).

Media releases will be issued on behalf of, or in the joint names of the parties.

10. Consultation

The parties recognise that the delivery of the Clacton town centre regeneration Programme will be of interest to, and in spatial terms will have an effect on, the surrounding residential community and others within Tendring District. Both parties are committed to the principles of effective community engagement in line with the stakeholder engagement plan (Annex E) which:

- Tells communities about emerging policies and proposals in good time;
- enables communities to put forward ideas and suggestions and participate in developing proposals and options - it is not sufficient to invite them to simply comment once these have been worked-up;
- consults on formal proposals;
- ensures that consultation takes place in locations that are widely accessible; and
- provides and seeks feedback.

11. Dispute Resolution

Any dispute or difference arising between the parties about the interpretation or implementation of this MoU will be referred to the Chief Executive Officer of each party for resolution.

12. Confidentiality

It is recognised that from time to time, certain information will be exchanged between the parties that is of a confidential nature. The parties agree to hold in strict confidence any information that is shared between them that is identified as confidential or that is reasonably identifiable as being of a confidential nature. No party shall be obliged to disclose any information that is subject to legal professional privilege.

13. Term

This MoU shall stay in force until the conclusion of the project(s). Any party may withdraw from this MoU by giving two months' notice, in writing, to the other party.

At the completion of the project(s) the parties agree to revisit this MoU to determine future arrangements.

The parties also acknowledge that this MoU may be amended from time to time at the instigation of any party.

14. Status

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 honor all their obligations.

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 or authorize either of the parties to make or enter into commitments for or on behalf of the other party.

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.

The parties agree to negotiate in good faith and to seek to conclude appropriate agreements and/or contract documentation and actions as necessary for the Project in accordance with the principles set out in this MOU.

.....
Steve Evison, Director Sustainable
Growth

Signed on Behalf of Essex County
Council

.....
Paul Price, Corporate Director Place
and Economy

Signed on Behalf Tendring District
Council

Annex A – Scope of Clacton Town Centre Regeneration

In 2018 Tendring District Council set out to explore with businesses and members the direction of regeneration in Clacton Town Centre. Following extensive consultation with business, public, politicians and subject matter experts the 'Love Clacton' vision was produced which set the direction for regeneration and redevelopment of Clacton Town Centre by 2030.

The vision sets out that;

- Clacton Town Centre in 2030 will be a fun and well-loved, year-round destination that positively promotes its unique seaside heritage and works in seamless harmony with the town's fantastic beaches and famous attractions.
- It will be a place with a familiar brand and a distinctive traditional character and atmosphere in which local residents and businesses take pride and active ownership, and where visitors are made to feel welcome and safe.
- People of all ages and abilities will come to our vibrant town centre to live, work, dine, socialise, shop and learn about Clacton's fascinating history. Whether you are a resident, holidaymaker or day-tripper, the town centre will be the place to go for excellent food, quality goods, activities and entertainment both during the day and into the evening. Information and services will be readily available anywhere in the town centre, on-line and via the latest mobile technology.
- With free access to the internet, people will take mobile working to another level, bringing their office to a town centre café, workspace or even a spot on the beach. The town centre will also be a place to interact and learn - providing a hub for formal educational and health services, interactive experiences and community engagement.
- Residents of all ages will be actively involved in the promotion and upkeep of the town centre and in providing excellent customer service to ensure that people can 'Love Clacton' for many generations to come.

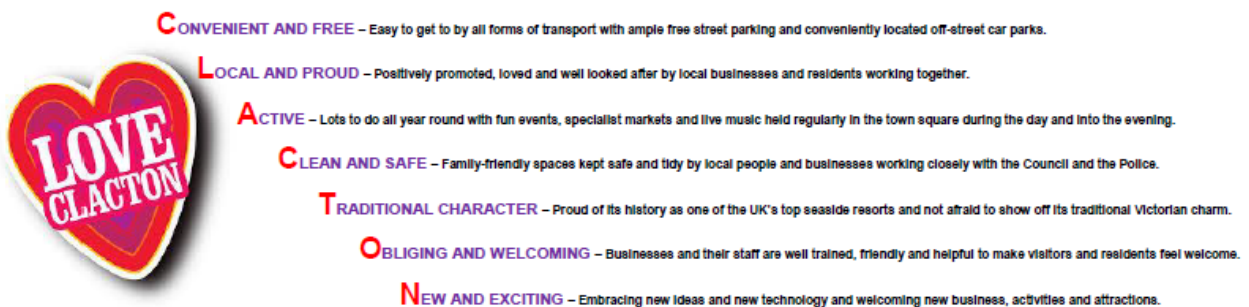


Fig 1. Love Clacton

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Tendring District Council and Essex County Council will explore the delivery of this vision through development of a long-term regeneration strategy which builds on the spatial vision outlined in figure 2. With a specific focus on the delivery of regeneration on the three sites identified as ‘early opportunities’ and outlined in figure 3.

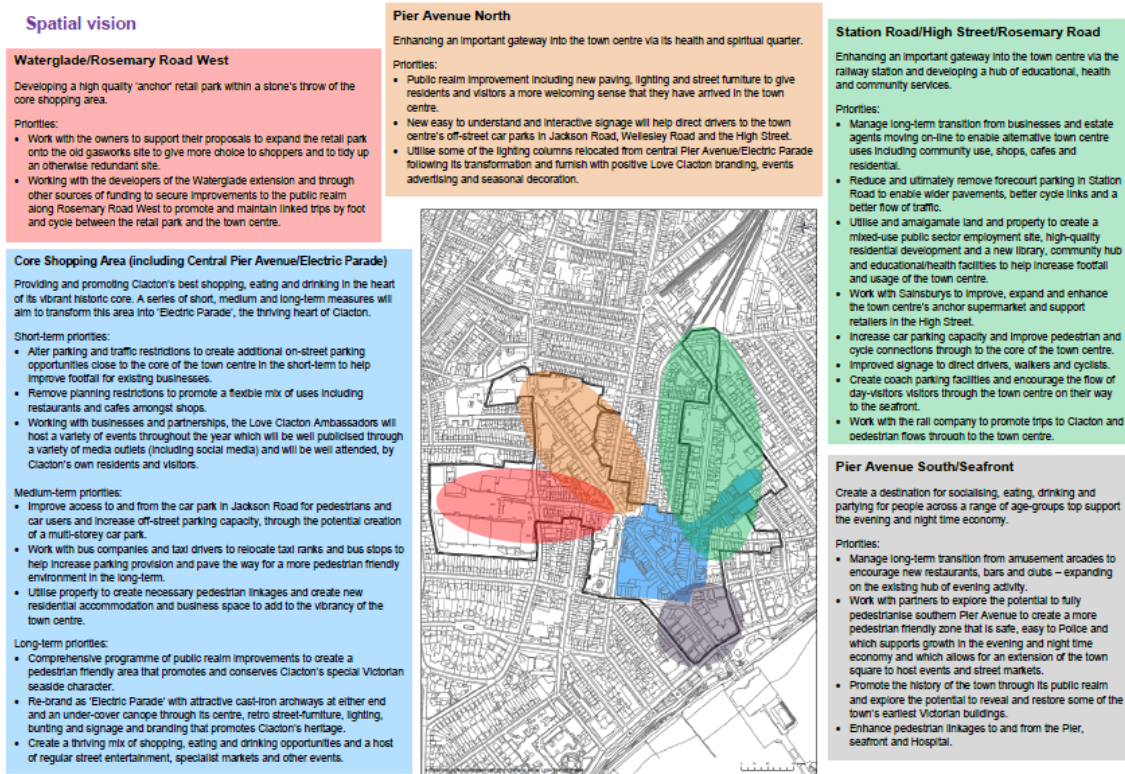


Figure 2. Spatial vision

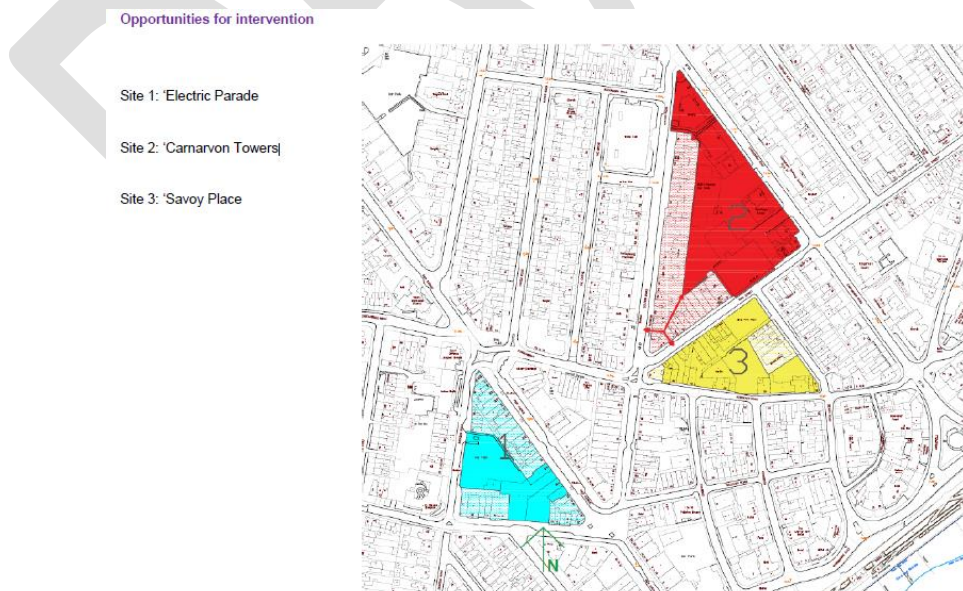


Fig. 3 – opportunity sites

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The parties will responsible for developing the sites on land within their respective ownerships as outlined in annex D

Acquisition of all land interests by the parties required for the implementation of the Project will be undertaken will be the responsibility of the party whom will develop the land. The land requiring acquisition and the relevant responsibility for acquisition is outlined in Annex A

Subject to formal ratification and necessary approvals to the extent that any existing or newly acquired Council land interests are required for the project, neither Party will seek payment for these. The Parties intend that each Party should retain its existing freehold interests and undertake and fund development on its own freehold interests.

To undertake further feasibility and appraisals exercises on an open book and transparent basis.

ECC and TDC will retain control of and any surplus from developments in land owned or controlled by the parties.

The parties shall apply for any necessary planning consents in respect of the sites and the public spaces.

Annex B – FHSF project principles

This annex outlines the principles of the Future High Streets Fund project in Clacton including the overview of interventions and outlines the agreements between the parties for investing in these interventions, the proposed delivery strategy and steps required to formalise the partnership.

Overview of the FHSF project

Essex County Council and Tendring District Council are working in Partnership to physically regenerate Clacton Town Centre through a bid to MHCLG's future High Street Fund.

The Love Clacton Vision created through a private/public partnership (Appendix A) has provided a strategic framework for our work in Clacton Town Centre. Using this vision alongside the strategic objectives for the FHSF Programme we have developed a proposal to address the following objectives and tackle the social, economic and environmental challenges identified by the community:

1. **Enhance the legibility and permeability of the space** to enhance connectivity between beach, town centre and railway station, improve user experience, perceptions of safety and propensity for visitors and residents to use sustainable travel modes.
2. **Diversify land uses**, consolidating core retail, strengthening independent business/market space, introducing community, skills and commercial uses to create a sustainable year-round destination with lower seasonal variation and increased footfall.
3. **Reduce residential inequality** through job creation, delivery of affordable accommodation and civic services there are opportunities to transform the locality, unlock further economic growth and improve the life chances of some of the most disadvantaged communities in the UK.
4. **Enhance perception and marketability of Clacton** creating a space that people want to visit, live and work in or close to, using the regeneration as a catalyst for growth in the town centre and wider area as well as a mechanism to increase land values, increasing viability of private development and growth.

A physical regeneration of the proposed investment sites, combined with major structural changes to the town centre will enable the partnership to achieve these objectives and provide a springboard for a more sustainable, adaptable and transformative future for the town.

Interventions to be taken forward

Following collaboration between ECC and TDC the following sties have been agreed as those which will be taken forward by the parties for development as part of the Future High Street Fund project submitted to MHCLG.



Working in partnership with TDC we will physically regenerate key sites, change the layout and enhance the public realm in the town centre to reverse the decline of Clacton, improve the lives of residents & support the resolution of socio-economic challenges.

Key Interventions;

1. **Electric Parade;** 52 homes, 29,000 sq ft commercial space including covered arcade, 200 space multi-story car park.
2. **Carnarvon Towers;** 129 homes (social housing TDC & market sale ECC) 23,600 sq ft new library, ACL & community space, 300 space multi story car park.
3. **Green Infrastructure and Highways Improvements** throughout the town centre including pedestrian and cycle works and bio-retention works to enhance climate change resilience.

Funding

In 2019 TDC were awarded development funding to bring forward a stage two FSHSF submission for Clacton Town Centre which will be submitted no later than 31st July 2020. ECC are leading on the development of this submission on behalf of TDC with ECC undertaking the commissioning of consultancy support to provide the evidence base which will underpin the submission and completing the template with TDC providing feedback and input as required to support the submission.

Development Funding

£150,000 of funding has been identified to develop the project in advance of the FHSF investment being confirmed from MHCLG. Spend will be overseen by the project board and is proposed to be allocated as follows;

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Description	Cost
Creating development-grade investment appraisals and updating the assumptions in the appraisals	£35,000
Updating the designs of the development sites including detailed architectural designs	£25,000
Developing detailed designs, costings and modelling for the proposed transport and green infrastructure interventions	£75,000
Contingency	£15,000

Project Funding

ECC and TDC funding will be used to bring forward the work outlined in the phase 1 regenerating proposals as outlined in Annex A and Annex B. In summary;

- ECC will commit an allocation of at least £12.9 million to the Project (subject to MHCLG investment approval for FHSF) made up of;
 - o £7.7m in 2021/22 Financial Year
 - o £4.3m in 2023/24 Financial Year
 - o £0.9m in 2023/24 Financial Year

- TDC will procure funding to make up the difference between the ECC funding and the total cost of the project. These funds will be sourced from the Council's own funds and/or money allocated from MHCLG and / or other third parties and will be comprised of;
 - o £6.5m in 2021/22 Financial Year

Tendring District Council will also be responsible for ensuring the provision of £3.5m private funding to ensure the delivery of the FHSF project.

Each party will bear their own costs in connection with the negotiation of: (a) further agreements between the Parties; or (b) agreements with other relevant parties required in relation to delivery of the Project.

The anticipated profile of the funding required from each Party will be agreed by both party's subject to confirmation of the FHSF investment from MHCLG. In both cases contributions will be the subject of agreement in the formal partnership documentation following this MOU.

The parties funding for the Project is subject inter alia to acceptance from MHCLG of the phase 2 FHSF bid submitted in July 2020.

Land

To deliver the Project will require acquisition and assembly of land. Annex D identifies the land required to deliver each site and proposed approach.

Land acquisitions will be led by the parties and handled through the partnership delivery structure that supersedes this MOU. Any acquisitions completed by either party in advance of the formalisation of the partnership delivery structure will be incorporated into the project.

Tendring District Council and Essex County Council both own key parts of the proposed development sites. Both have made in principle decisions to contribute those assets to the scheme.

Delivery & Governance

The work outlined in this Annex, utilizing funds from the FHSF will be the priority of the parties to deliver. This work will be brought forward by Essex County Council on behalf of the parties with various departments being responsible for;

- **Essex Housing** - procurement of final design and cost control expertise, utilizing the appraisals and plans set out in Annex B as the basis. Management of the design process. (the “Design Works”) as well as the procurement of suitably qualified contractors to deliver the development sites.
- **Place Services** – design expertise and management of the design process for the public realm and highways works as well as procurement of suitably qualified contractors to deliver the public realm and Green Infrastructure works.
- **Essex Highways** – design expertise, management of the design process and management of the delivery of the highways and sustainable transport proposals.

The Parties agree that they will work towards the specification of further works and activities that are required to further develop the

The work outlined in above will be managed through the Future High Streets Fund Project Board within the Clacton and Jaywick workstream of the Tendring Programme jointly owned by Tendring District Council and Essex County Council.

Annex C outlines the membership and function of the Future High Streets Fund project Board.

Partnership or Joint Venture

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In order to successfully deliver the Future High Street Fund Scheme, the parties recognise that a legal partnership or Joint Venture will need to be formed.

A key activity of the parties will be to collaborate on the development of a legal structure to formally and most effectively deliver the Future High Streets Fund project and broader regeneration in Clacton Town Centre. It is likely that this shall be a legal partnership however the parties will seek to ensure that the most appropriate agreements are put in place to secure the delivery of the work.

Both Parties agree to take forward work to develop and define the detail of this structure so that it is ready to implement soon after FHSF awards are confirmed by Government, with this expected to be in November or December 2020.

Timelines and Milestones

Milestone	Time	Completion Date	Updated duration	Updated Completion	Notes
Project 1 – Electric Parade:					
Design Team Appointed			3 weeks	January 2021	
Detailed design and Planning Application Submission	20 Weeks	Autumn 2020	28 weeks	September 2021	
Planning Permission Secured			13 weeks	January 2022	
Site Acquisitions			52 weeks	Early 2022	
Technical Design and Contractor Tender Complete			16 weeks	April 2022	
Full business case approval		Spring 2021	2 weeks	May 2022	
Communications and PR	Ongoing	Spring 2024	Ongoing	On Going	At key milestones
Construction	76 Weeks	Spring 2023	24 Months	April 2024	Starts May 2022
Fit out and Hand over	12 Weeks	Summer 2023	4 weeks	May 2024	
Marketing	20 Weeks	Spring 2023	32 weeks	November 2024	
Retail/commercial Tenant Occupation begins		Autumn 2023		May 2024	
Residents Occupation begins		Autumn 2023		May 2024	
Project 2 – Carnarvon Road (ECC land and TDC land)					
Design Team Appointed			3 weeks	January 2021	
Detailed design and Planning Application Submission			28 weeks	September 2021	

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Planning Permission Secured			13 weeks	January 2022	
Technical Design and Contractor Tender Complete			16 weeks	April 2022	
Full business case approval		Autumn 2020	2 weeks	May 2022	
Communications and PR	Ongoing	Spring 2024	Ongoing	On Going	At key milestones
Construction	32 Weeks	Autumn 2023	18 Months	October 2023	
Commission and operation	4 Weeks	Winter 2023		November 2023	
Marketing			32 weeks	March 2024	
Residents Occupation begins				November 2023	

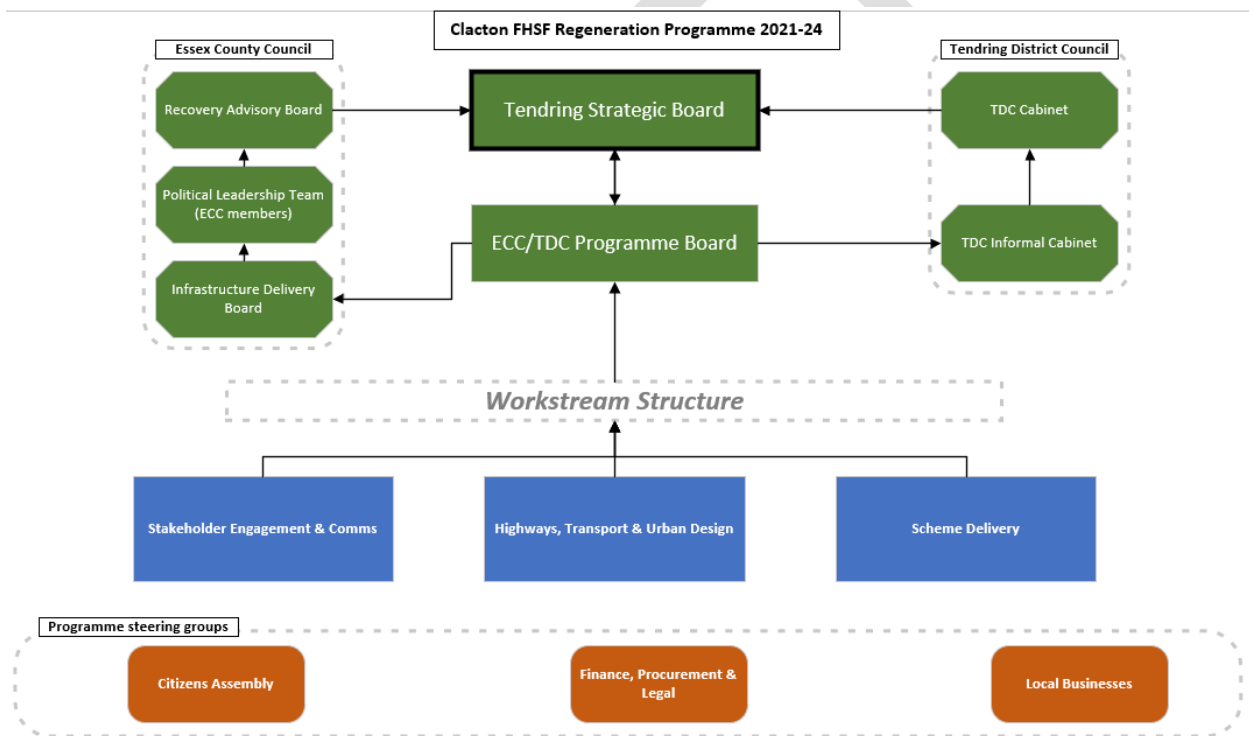
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Annex C – Future High Streets Fund Project Board

The Future High Streets Fund Steering Board shall be established and conducted to oversee the development of the Future High Streets Fund project in Clacton Town Centre.

The Board shall be responsible for providing a forum for liaison between the Parties to develop, discuss, provide direction to the work, consider and resolve any issues and review the emerging delivery structure.

The board shall be structured as follows and sit as part of the wider Programme structure in Tendring District;



Board Responsibility

The board shall be responsible for;

- Reviewing and endorsing the decisions of the project within the context of the relevant authorisations of each Party's approval structures.
- Checking the performance of the project team(s) and the delivery of their service and making reports to the Clacton and Jaywick workstream and Tendring Strategic Board.

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- Reviewing the Project's expenditure relative to the anticipated costs and the funding contributions using information provided by the project team(s)
- Reviewing the Project's progress relative to the project Programme using information provided by the project team(s)
- implication to the Programme expenditure or outputs and where there is a material impact makes recommendations to the Tending Strategic Board.
- Issues recommendations to the project team(s) to manage costs and Programme and other aspects of the project
- Acts as a forum for resolving disputes escalated from the project team(s), works contractor, etc. • will maintain an overview of stakeholder management and external issues in relation to the Project.

Member responsibility

The board shall consist of the following roles and responsibilities;

Senior Responsible Owner – Tending District Council:

The SRO is ultimately accountable for the programme, ensuring that it meets its objectives and realises the expected benefits. The SRO is empowered to direct the programme, take decisions and provide leadership to the programme team.

Project Sponsor – Essex County Council and Tending District Council

Each authority (Tending District Council and Essex County Council) will appoint a project sponsor who will be accountable for delivery of the Programme within each authority, taking decisions and providing leadership on behalf of that authority.

Programme Manager – TBC (a named Officer):

The Programme Manager is responsible for leading and managing the setting up of the programme through to delivery. The PM has primary responsibility for successful delivery of the new capabilities and establishing the required governance arrangements.

Workstream & Project Leads:

Project leads may take different forms dependent on the activity and deliverable. These may include employees of either Essex County Council or Tending District Council or contracted Project Managers. There will be workstream leads for the following workstreams initially;

- Scheme Delivery (Essex Housing officer)
- Highways, Transport and Urban Design (Essex County Council Officer)
- Stakeholder Engagement and Communications (Tending District Council Officer)

Benefits Realisation Leads:

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The BRLs will be responsible for realising the agreed benefits by embedding the required capability into operations. Each separate Tendring Council operation that is affected by the programme will have its own representative.

Audit:

An independent programme audit service will be used at key milestones to ensure adherence to management systems and provide corrective direction where needed.

Stakeholders:

Stakeholders will be engaged throughout the life cycle of the programme, with an aspiration to establish a High Street Citizens' Assembly, to generate bigger conversations to build back better and support behavioural change.

Steering Groups:

Steering groups will provide ad-hoc advice/expertise on pertinent issues that arise throughout programme delivery. They inform direction, provide reviews of deliverables and ensure the programme continues to deliver against agreed aims and objectives.

Additional parties with expertise or insight co-opt other members as necessary, including representatives from each of the delivery teams that are established to deliver elements of the work, for example, Planning, Highways, Transport etc. with these established and de-established with agreement of both projects sponsors as demanded by the project.

Frequency of meetings

The board shall meet at least monthly, although can be convened by either sponsor, with at least 1 weeks' notice if required to meet more frequently

The Parties agree that should matters need to be considered urgently, and prior to the next scheduled meeting to consider any matter between the Parties this will be facilitated by each of the Parties as soon as reasonably possible.

Management and frequency of meetings

The board shall be chaired by both the project sponsor from Essex County Council and Tendring District Council at alternate meetings.

The board shall be quorate when at least one representative from each local authority is present.

Project Board Meetings will be organised by the Programme Mnager will be held bi-monthly. The exact date, time and location will be determined prior to each meeting.

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The Parties will prepare, two (2) business days in advance of each meeting appropriate information relating to the specific activities that they are undertaking (Management Pack).

The Management Pack will contain contributions of written information relating to the activities being undertaken, progress against any outputs, matters to be considered by the Steering Group and will be prepared by the each of the Parties for activities they are leading on.

Minutes of each meeting shall be taken by the Programme Manager and distributed to all invitees one week after the meeting.

Dispute resolution

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 strategic board, which shall decide on the appropriate course of action to take.

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Annex D – Site Assembly Strategy.

To deliver the projects to be funded by FHSF and highlighted in Annex B will require assembly of land on each site owned by multiple stakeholders.

The land assembly required to deliver each site and the proposed approach is as follows;

Electric Parade

Address	Use	Current	Proposed	Contingency	Risk
35-41 Pier Avenue	M&S (Vacant)	Tendring DC owned. Negotiation on lease termination is ongoing. Proposed settlement offered.	Complete negotiation	Propose that M&S grants underlease.	M
43-49 Pier Avenue	Poundland	Negotiation on freehold acquisition started.	Leasehold needs to be resolved too. Proposed offer of lease in 35-49 once available.	Revise proposals to link Jackson Road and Pier Ave only and acquire alternative property located somewhere south of No71.	H
Jackson Road Car park	NCP	Negotiation ongoing regarding potential private sector investment. Or SPV	Complete agreement or outright purchase of the site.	Work with NCP to deliver other enhancements that complement the link through to the Town Centre.	H
Jackson Chambers	Retail/vacant	Approach made to freeholder only.	Agree and complete acquisition.	Revise the scheme to leave these buildings in place by reducing the housing numbers.	H

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Library Site

Address	Use	Current	Proposed	Contingency	Risk
Clacton Central Library	Library	ECC owned	Direct development	N/A	L
Station Rd/ Carnarvon Rd gardens	Minor garden	TDC owned	Transfer to ECC	N/A	L

Carnarvon Road Site

Address	Use	Current	Proposed	Contingency	Risk
Carnarvon House	Offices (vacant)	TDC owned. Leased to NHS	Facilitate early surrender by NHS (previously requested by them)	Rephase delivery to fit end date of lease.	M
39 Carnarvon Road	Four leasehold flats	Private freeholder. No approach yet made.	Approach freeholder and leaseholders only if the grant bid is successful	Redesign layout to work around the building. Likely impact 4 exg flats remain, new flats reduced by 6-8	M
Public conveniences	Recently demolished	TDC owned.	Direct development	N/A	L
Westleigh House	Recently demolished	TDC owned.	Direct development	N/A	L
High Street Car park	Car park, part multi storey	TDC owned.	Direct development	N/A	L
56-58 Station Road	Retail-Sports Direct	Privately owned. Negotiations with freeholder initiated	Complete negotiations	Redesign layout to suit alternative feasible acquisition potentially as far North as 70 Station Road	M

CONFIDENTIAL AND COMMERCIALY SENSITIVE

Highway and Transport Improvement

Address	Use	Current	Proposed	Contingency	Risk
Adopted Highway	Highway	ECC controlled	Direct development	N/A	L
Station Gardens	Gardens	TDC Owned	Direct development	N/A	L
Private forecourts	Various, seating, footway, parking	Various owners involved in consultation and scheme proposals	Seek licence to carry out work where required	Design proposals around any resistance	M

Savills has been appointed to progress initial discussions.

Commercial landowners will be engaged prior to submission of the FHSF bid with Residential landowners engaged following funding awarded in order to avoid uncertainty and potential issues associated with acquisitions.

Further work in valuations and due diligence will be progressed and funded within the project.

The Councils both own key parts of the proposed development sites. Both have made in principle decisions to contribute those assets to the schemes.

In all sites compulsory purchase could be pursued if necessary. However, a voluntary transaction is preferred and proposed as the initial course in all cases. Each of the proposed schemes has been designed to allow flexibility where it may be required due to acquisition delay.

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Annex E – Stakeholder Engagement plan

Tendring District Council – Stakeholder Engagement Plan – Future High Street Fund

TDC FHSF Stakeholder

Populate "Stakeholder Prioritisation"

Populate "Stakeholder

Stakeholder Engagement Map



General Public (Tendring District)	8	4	2	Advocate	Unknown	2	Contact
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Tendring District Council – Stakeholder Engagement Plan – Future High Street Fund

CONFIDENTIAL AND COMMERCIALY SENSITIVE

Tendring District Council – Stakeholder Engagement Plan – Future High Street Fund

Stakeholder Barometer

+ Current Interest ● F

- 1= Unknown
- 2= Awareness
- 3= Understanding
- 4= Engagement
- 5= Acceptance
- 6= Commitment

