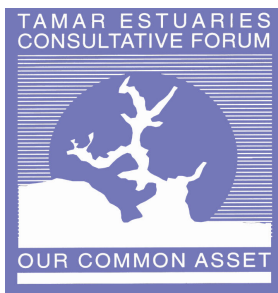




2008-2011  
tamar estuaries consultative forum  
**memorandum of agreement**



## March 2009

Coastal Planning Co-ordinator  
 Tamar Estuaries Consultative Forum  
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Version	Date	Author	Change Description
1.0	2005	M Nightingale?	First draft – checked by PCC Legal, not signed by partners.
2.01	March 2007	M Nightingale	Document updated and circulated for comment
2.02	July 2007	M Nightingale	Comments from partners incorporated & sent to partners & TECF July mtg
2.03	7 Dec 2007	K Curry	<ul style="list-style-type: none"> <li>▪ Reformatted document</li> <li>▪ Incorporates comments raised at TECF July mtg.</li> <li>▪ Introduces concept of 'Core' Members</li> </ul>
2.04	17 March 2008	K Curry	Incorporates comments received from partners incl <ul style="list-style-type: none"> <li>▪ Limiting liabilities</li> </ul>
2.041		K Curry	Incorporates comments received from Plymouth Legal
2.05	11 July 2008	K Curry	Final version – taken to TECF
2.06	22 July 2008	K Curry	Final final snags following TECF
2.07	11/11/2008	K Curry	Final amendments – taken to TECF incl: <ul style="list-style-type: none"> <li>• Reducing shared liabilities</li> <li>• Introducing final clause limiting liabilities</li> </ul>
2.07	4/12/08	K Curry	Final revised version agreed by partners.
2.08	27/02/2009	K Curry	Changes to names of partners made to reflect Cornwall CC & Caradon DC moving to single unitary authority as of '09.

# TAMAR ESTUARY CONSULTATIVE FORUM

## MEMORANDUM OF AGREEMENT

**2008-2011  
FINAL REVISED**

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### **TAMAR ESTUARY CONSULTATIVE FORUM**

## MEMORANDUM OF AGREEMENT

### **1. Definitions**

- 1.1. "Agreement" means this document, including Annexes, as from time to time amended in accordance with the terms hereof or otherwise by agreement of all the Members of the Forum.

- 1.2. "Annual Work Plan" means the annually established and reviewed programme of activities and actions to be carried out on behalf of the Forum in pursuance of its aims.
- 1.3. "Coastal Planning Coordinator" means the professional officer, employed on behalf of the Forum, to assist in the delivery of the activities of the Forum.
- 1.4. "Constituent Members" means non-financial contributors of the Forum
- 1.5. "Core costs" means the total finances required to deliver the functions of the Forum
- 1.6. "Core Members" are Members of the Forum who make a financial contribution.
- 1.7. "Employing Body" means the organisation that employs the Tamar Estuaries Coastal Planning Coordinator.
- 1.8. "Forum" means the Tamar Estuaries Consultative Forum.
- 1.9. "Grant" means any offer of funding, from any source, which is offered in order to deliver specified activities and actions.
- 1.10. "In kind contribution" means the provision of goods and/or services by either a Constituent Member, or a Core Member, as a contribution to the functions of the Forum, which entails no exchange of money between any Members.
- 1.11. "Intellectual Property Rights" means without limitation all patents, trademarks, registered designs, design rights, applications for any of the foregoing, copyright, rights in databases, trade or business names, inventions, process know how and other industrial property rights.
- 1.12. "Management Plan" means the documentation that sets out the Forum's agreed framework and mechanisms for delivery, including aims, objectives and work plan, for the Tamar Estuaries.

- 1.13. "Members" means both Constituent and Core Members.
- 1.14. "Tamar Estuaries" means the complex of estuarine waters identified in Annex 3, which has been put forward for designation as a Special Area of Conservation (SAC) and Special Protected Area (SPA) under the EU Habitats Directive (92/43/EEC; 21 May 1992)

## **2. General**

- 2.1. This Memorandum of Agreement, hereinafter called the "Agreement", is made on \_\_\_\_\_ (insert date) between the organisations, hereinafter referred to as either the "Constituent Members" or "Core Members". This is a legally binding agreement under the law of England and Wales and commits the signatories to undertake certain actions to work together and form a wider community based partnership called the Tamar Estuaries Consultative Forum hereinafter referred to as 'TECF' or 'the Forum'. TECF's Members are any bodies that make a contribution to support the agreed business of TECF, including those made "in kind" where the contributor has made an agreed commitment to support the work of the Forum. TECF has been founded on informal agreement based on openness, trust, and good communication in resolving management decisions (Annex C), the essence of which shall be preserved and enhanced through the formalisation process encapsulated in this Agreement.
- 2.2. The Constituent/Core Members shall, for the duration of this agreement, comprise the following organisations:-
- Queen's Harbour Master Plymouth

Longroom House  
RM Stonehouse  
Stonehouse  
Plymouth  
PL1 3RT

Plymouth City Council (“the employing body”)  
Planning Services  
Civic Centre  
Plymouth  
PL1 2EW

Devon County Council  
Lucombe House  
County Hall  
Topsham Road  
Exeter  
EX2 4QW.

Cornwall County Council\*  
Environment and Heritage Service  
Cornwall County Council  
St Clements Building  
Old County Hall Truro  
Cornwall  
TR1 1AY

Caradon District Council\*  
Luxtowe House  
Caradon  
Cornwall  
PL14 3DZ

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\* From 1 April 2009, the two Cornwall local authorities will be replaced by the new unitary “Cornwall Council”:

Cornwall Council  
County Hall  
Truro  
Cornwall TR1 3AY

---

West Devon Borough Council  
Kilworthy Park  
Tavistock  
PL19 0BZ

South Hams District Council  
Follaton House  
Plymouth Road  
Totnes  
Devon TQ9 5NE.

Natural England  
Level 2, Renslade House  
Bonhay Road  
Exeter  
Devon  
EX4 3AW.

Environment Agency  
Sir John Moore House  
Victoria Square  
Bodmin  
Cornwall  
PL31 1EB

South West Water Ltd  
Peninsula House  
Rydon Lane  
Exeter  
Devon  
EX2 7HR.

Associated British Ports  
Port Office  
Millbay Docks  
Plymouth  
PL1 3EF

Cattewater Harbour Commission  
2 The Barbican  
Plymouth  
PL1 2LR

Sutton Harbour Company  
North Quay House  
Sutton Harbour  
Plymouth  
PL19 0BZ

Devon Sea Fisheries Committee  
Office No 9, Fish Market  
The Quay  
Brixham  
Devon  
TQ5 8AW

Marine and Fisheries Agency  
South West District Fisheries Office  
Fish Quay  
Sutton Harbour  
Plymouth  
PL4 0LH

English Heritage  
Fort Cumberland  
Portsmouth  
PO4 9LD

- 2.3. This Agreement provides the framework for the delivery of the Tamar Estuary Management Plan, which involves, inter alia:
- 2.3.1. Maintaining a Partnership to manage the Tamar Estuaries.
  - 2.3.2. Maintaining an officer to further the objectives of the partnership.
  - 2.3.3. Publishing, reviewing and monitoring the Tamar Estuary Management Plan.
  - 2.3.4. Agreeing and implementing an annual action plan.
  - 2.3.5. Organising and attending appropriate meetings including tri-annual TECF meetings and relevant working group/ steering committee meetings.
  - 2.3.6. Making contributions to the costs incurred in so doing.
  - 2.3.7. Linking with the Tamar Valley and South Devon Areas of Outstanding Natural Beauty partnerships.
- 2.4. This Agreement will run until 31 March 2011 commencing .....(insert date). It may be renewed for a further three years period subject to the agreement of all Members. This agreement replaces any previous agreements for the management of the Tamar Estuaries.



### **3. Organisational Structure & Roles**

3.1. The constitution of the organisation established by this Agreement is set out in **Annex A** of this Agreement. TECF will operate in conjunction with the following organisational structures:

3.1.1. The Port of Plymouth Marine Liaison Committee (PPMLC)

3.1.2. The Wembury Advisory Group (WAG)

3.1.3. Working Groups/ Steering Committees

3.1.4. The Coastal Planning Coordinator (CPC)

### **4. Financial Arrangements**

4.1. The income and expenditure of TECF will be administered by the Employing Body currently Plymouth City Council who will be responsible for the exercise of proper financial control and for collecting agreed contributions from the other consenting Core Members by debtor invoice annually in advance and external funding sources, where appropriate. The Employing Body will employ the Coastal Planning Co-ordinator on behalf of TECF.

4.2. A draft budget and Work Plan will be agreed by the TECF members by the 30<sup>th</sup> of November annually for the following financial year.

4.3. The final budget will be agreed by TECF by March 30<sup>th</sup> annually, in accordance with the agreed Work Plan outlining the proposed activity to be undertaken in a detailed work programme based upon an estimate of actual costs.

4.4. A recommendation on the annual budget, Work Plan and contributions requested from the Core Members will be made to the Core Members by the

30<sup>th</sup> November each year. The Core Members will confirm their respective contributions by 28<sup>th</sup> February each year.

- 4.5. TECF shall be responsible for authorising all project activities and in particular the expenditure of funds to support the activities.
- 4.6. The contributions by the Core and Constituent Members to the core costs of TECF will comprise both cash contributions and contributions-in-kind in accordance with the schedule listed in Annex D, increasing with inflation in future years if the Agreement is extended pursuant to Clause 2.4. The details of the core costs and funding will be set out in the Annual Work Plan.
- 4.7. The Management Plan and the Annual Work Plan will determine the activity of the Forum and any variation to this as agreed by TECF. From time to time, additional funding for projects may be contributed by any of TECF's Members at their absolute discretion.
- 4.8. In accordance with TECF's role, activities will complement that of its Members and other organisations and initiatives, including (but not limited to) the implementation of the European Marine Site (SAC and SPA), the Tamar Valley Area of Outstanding Natural Beauty (AONB), the South Devon AONB, the Yealm Estuary Management Group and the Wembury Voluntary Marine Conservation Area Advisory Group.
- 4.9. TECF's activities may form part of a grant bid from relevant initiatives such as European funding programmes or AONB programmes. Grant bids may be submitted on behalf of TECF by any agreed body. The Employing Body would need to be consulted at an early stage as they would be the accounting body.

4.10. In the second and subsequent years, contributions will be agreed according to the projected core and project costs, taking account of contributions from elsewhere. In general consenting Core and Constituent Members will be expected to maintain contributions, be they financial or in kind, at similar levels to those set out in Annex D whilst they remain Constituent or Core Members. Additional funding for projects will be sought from a variety of sponsors and sources.

4.11. Subject to the conditions below each of the Core Members shall reimburse the Employing Body as the employer of the Coastal Planning Coordinator to the extent of their respective financial contributions for the relevant financial year as set out in Annex D in respect of:

- any payments due to the Coastal Planning Coordinator upon termination of employment including (but not limited to) statutory or contractual notice payments and redundancy payments under the Employment Rights Act 1996 which are in excess of any balances held in the TECF budget.
- any losses, costs and expenses in relation to any claim or complaint by the Coastal Planning Coordinator relating to his/ her employment or the termination thereof; including (but not limited to) claims under the Employment Rights Act 1996, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Trade Union and Labour Relations (Consolidation) Act 1992, the Disability Discrimination Act 1995, the Equal Pay Act 1997, the Equal Rights Act 1998, Article 141 of the Treaty of Rome, the Race Relations (Amendment) Act 2000, the Public

Interest Disclosure Act 1998 and other claims at common law or under statute law or regulation or otherwise.

4.12. The Core Members shall not be liable to reimburse the Employing Body in respect of any costs or expenses pursuant to clause 4.11 where such costs or expenses arise as a consequence of an unlawful or negligent act of an employee working for the Employing Body. Each of the Constituent Members shall ensure that its own employer's liability and public liability insurances fully cover its involvement in TECF.

4.13. The Core Members reserve the right to audit financial procedures under this Agreement at any time during the subsistence or following termination thereof .

## **5. Intellectual Property**

5.1. All documents, drawings, models and designs and the intellectual property rights in them and in any part thereof arising out of TECF initiatives shall belong jointly and equally to the Members.

5.2. The Members shall not use the documents, drawings, models and designs produced or procured by TECF or the intellectual property rights therein for commercial gain.

5.3. All property issued by the Members in connection with TECF shall be used only for TECF's purpose and for no other purpose whatsoever.

5.4. The individual Members will continue to own any intellectual property rights in all things made available to TECF, but hereby grant the other Members non-exclusive licence to use such things for the sole purpose of TECF.

- 5.5. Each of the Members hereby warrants that it has no knowledge of any infringement of their own intellectual property rights and hereby indemnifies each of the other Members in respect of such infringement occurring before or during the subsistence of this Agreement.
- 5.6. The Members acknowledge that there is a presumption that all data and information collected on behalf of TECF should be placed in the public domain, unless so doing would compromise commercial confidentiality or security or contravene the provisions of the Data Protection Act 1998.

## **6. Press Releases & Publicity**

- 6.1. Any press release or publicity issued on behalf of TECF shall reflect the aims, objectives and policy of TECF and its individual Members, and shall be approved in advance by the TECF Chairman on all issues that may in the opinion of the Chairman be significant or controversial.
- 6.2. All publications, web sites, information and any other material produced on behalf of TECF shall acknowledge TECF and, where considered to be appropriate, the individual Members.
- 6.3. Individual Members, through their participation in TECF, do not endorse the use of any particular product or business activity.
- 6.4. Nothing in this Agreement shall prejudice or affect any individual Member organisation in the exercise of its functions, duties, powers, rights, jurisdiction and obligations conferred arising or imposed under any enactment, byelaw or regulation whatsoever.

6.5. Nothing in this Agreement shall operate as statutory consent or licence from any individual partnership organisation that may be required for the purposes of this Agreement.

**7. Jurisdiction**

7.1. The Law of England and Wales shall govern this agreement.

**8. Force Majeure**

8.1. The Members shall be released from their respective obligations pursuant to this Agreement in the event of a national emergency, war, or any other situation beyond the reasonable control of TECF that renders the continued performance of this Agreement impossible.

**9. Termination**

9.1. Any of the Members may, by giving not less than 6 months written notice to the other Members, expiring on the 31<sup>st</sup> March, reduce its level of contribution to or terminate its participation in TECF. The Core Members will carry out a review of the viability of the continuation of TECF. Prior to any such notice taking effect, the Member, intending to reduce contribution or terminating participation, shall continue to be responsible for its share of the expenditure incurred by TECF pro rata to the extent of that party's percentage contribution for the relevant financial year.

9.2. In the event of termination of the Agreement, the Core Members will be liable to meet the net costs of TECF expenditure or receive any financial refund settlement in the same proportion as their percentage contribution to TECF for the relevant financial year .

9.3. In the event of the proposal of the new arrangements for the management of the Tamar Estuary being made or required by legislation the Members shall continue, amend or terminate the Agreement in such a manner as is deemed appropriate by the said Members.

## **10. Miscellaneous Provisions**

- 10.1. Each of the Members shall ensure that it has in place sufficient public liability insurance covering its activities pursuant to this agreement.
- 10.2. All equipment, materials and supplies acquired by any of the Members for the purposes of the Forum shall remain the property of the purchaser who shall be responsible for its maintenance and (at the discretion of the purchaser) insurance.
- 10.3. Each of the Members shall keep confidential all information acquired by it pursuant to its participation in TECF and which is not already in the public domain. Nothing in this Agreement shall prejudice or affect the discharge by any of the Members of their respective obligations under the Freedom of Information Act 2000 (“the Act”) and the Environmental Information Regulations 2004.
- 10.4. Each Member of TECF shall comply promptly and fully with all reasonable requests made to it by any of the Members, to enable the requesting Member to comply with its obligations under the Act.
- 10.5. The Members will comply with the Data Protection Act 1998.
- 10.6. Each of the Members shall use its best endeavours to secure such permissions, licences, consents and approvals (if any) as it may need for the purpose of its participation in TECF.

10.7. None of the Members shall represent itself as being the agent of any of the others nor is authorised to commit any of the others to any obligation.

10.8. Each of the Members undertakes with the others that it has full power and authority to enter into this Agreement.

## **11. Arbitration**

**11.1.** Any dispute arising from the interpretation of the terms of this Agreement, shall, at the option of the aggrieved party, be referred to the arbitration of a single arbitrator to be agreed upon by the parties involved. Failing such agreement an arbitrator may be nominated by the President of a mutually acceptable institution.

## **12. Spirit of Co-operation and Partnership**

12.1. The key to the success of the Agreement and TECF will be the communication skills and attitude of the organisations and individuals concerned. In signing up to this Agreement the Members agree to participate in a spirit of co-operation, openness and understanding. Decisions will be taken for the good of the Members and TECF as a whole.

12.2. If differences of opinion develop with regard to the overall direction and scope of TECF, early resolution will be sought. In order to maximise the potential for this, all signatories will ensure that:-

12.2.1. All communications are constructive, comprehensive, timely and open.

12.2.2. Issues are raised as soon as practicable.

12.2.3. All parties to discussions aim to reach agreement for the good of TECF, rather than individual gain.

12.2.4. The aim of fulfilling TECF objectives, remains of paramount importance



### **13. Limitation of Liability**

- 13.1. Notwithstanding any other provision in this agreement, in respect of each financial year of the agreement each of the Core Members total aggregate liability arising under, or in connection with this agreement (whether in contract, tort, statutory duty or otherwise) shall be limited to an amount equal to 100% of the amount paid or payable by such Core Member for the relevant year (such amounts being specified in Annex D).
- 13.2. Nothing in this agreement excludes or limits the liability of either party for death or personal injury caused by that party's negligence, or for fraudulent misrepresentation."

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Signed :.....

For and on behalf of:.....

Date:.....

Position (within organisation):.....

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Signed :.....

For and on behalf of:.....

Date:.....

Position (within organisation):.....

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Signed :.....

For and on behalf of:.....

Date:.....

Position (within organisation):.....

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For and on behalf of:.....

Date:.....

Position (within organisation):.....

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Signed :.....

For and on behalf of:.....

Date:.....

Position (within organisation):.....

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## **Annex A: Constitution**

The purpose of this document is to identify the core organisations, organisational structure and administrative structure as agreed by the Constituent Members of the Forum.

### **A.1. The Tamar Estuaries Consultative Forum (TECF) Member Organisations**

A.1.1. To include as Members all organisations that:

- have principle statutory/ byelaw making powers and responsibility for the management of the Tamar Estuary and Sound European Marine Site; and
- agree to adhere to the stated objectives, plans and strategies; and
- make a significant contribution to the achievement of the objectives and actions as stated in plans and strategies and will be bound by the Memorandum of Agreement and

A.1.2. The Core Members as of .....[insert start date] shall be:

#### **Queen's Harbour Master Plymouth,**

Longroom House  
Stonehouse Barracks  
Plymouth PL1 3RT

#### **Plymouth City Council**

Development Planning  
Plymouth City Council  
Fl 08 Civic Centre  
Plymouth PL1 2AA

#### **Devon County Council**

E.E.C. Directorate  
Lucombe House  
County Hall  
Topsham Road  
Exeter EX2 4QW

#### **Cornwall County Council\***

Natural Environmental Services  
Environment & Heritage Service  
St Clements Building  
Old County Hall  
Truro TR1 1AY

#### **Caradon District Council\***

Luxstowe House  
Liskeard, Cornwall PL14 3DZ

<p>* From 1 April 2009, the two Cornwall local authorities will be replaced by the new unitary "Cornwall Council":</p>
--



**Cornwall Council**  
County Hall  
Truro  
Cornwall TR1 3AY

**West Devon Borough Council**  
Kilworthy Park  
Tavistock, Devon PL19 0BZ

**South Hams District Council**  
Follaton House  
Plymouth Road  
Totnes  
Devon TQ9 5NE

**Natural England**  
Cornwall, Devon & Isles of Scilly Team,  
Natural England  
Level 2, Renslade House  
Bonhay Rd, Exeter EX1 2QU

**South West Water**  
Peninsula House  
Rydon Lane  
Exeter EX2 7HR

**Associated British Ports**  
Port Office  
Millbay Docks  
Plymouth PL1 3EF

**Cattewater Harbour Commission**  
2 The Barbican  
Plymouth PL1 2LR

**Sutton Harbour Company**  
Guy's Quay  
Sutton Harbour  
Plymouth PL4 0ES

A.1.3 The Constituent Members as of .....[insert start date] shall be:

**Environment Agency**  
St. John Moore House,  
Victoria Square  
Bodmin  
Cornwall PL31 1EB

**Devon Sea Fisheries Committee**  
9, The Fish Market  
Brixham

Devon TQ5 8AW

**DEFRA / Marine & Fisheries Agency**

Fish Quay, Sutton Harbour  
Plymouth PL4 0LH

**English Heritage**

Maritime Archaeology Team  
English Heritage  
Fort Cumberland  
Eastney  
Portsmouth PO4 9LD

- A.1.4 Other organisations may be invited to become a Member by agreement of the Forum, provided they comply with point A.1.1 above.
- A.1.5 Those invited to join TECF will be Members of the Forum and will by association agree to pursue the objectives of the Forum, abide by its policy and support the achievement of plans and strategies.
- A.1.6 Members of TECF may agree to invite organisations to attend meetings of the Forum when matters on the agenda warrant it.
- A.1.7 Of the Members, those that agree to contribute financially to the agreed costs shall be known as the Core Members.
- A.1.8 TECF's role is to:
- cooperate in and consult on the performance of statutory powers and functions;
  - oversee implementation of the Tamar Estuary Management Plan;
  - consider and react to solutions raised in the working groups/steering committees and following consideration by the advisory group, the Port of Plymouth Marine Liaison Committee (PPMLC) and the Wembury Advisory Group;
  - monitor and report with respect to compliance with The Conservation (Natural Habitats &c. Regulations) 1994 No. 2716.
- A.1.9 Wherever possible agreement will be sought through consensus. However, should this not be possible a majority decision will be taken. Each Member will be entitled to one vote apart from on finance and staffing issues, when only Core Members will be entitled to vote. In the event of there being no majority the Chairman shall have an additional casting vote which will normally be in favour of the status quo unless there is overriding and urgent reason for doing otherwise.
- A.1.10 Local Authorities shall be requested to represent themselves by attendance of a Member of that authority but may, in concordance with normal local authority committee practice, delegate this representation to an Officer or be advised by one officer at the meeting.
- A.1.11 Each Member of TECF may nominate a deputy.

- A.1.12 TECF will meet at least three times per year and the quorum will be two thirds of the total constituent membership including the Chairman.
- A.1.13 The Secretary and Chair for both TECF and PPMLC, will be provided by the Queen's Harbour Master (QHM), thus recognising his pivotal role in the management arrangements for the Port.
- A.1.14 TECF will seek to obtain consensus on issues through open discussion. Any detailed discussion required will be directed towards Working Groups as far as possible, to reach agreement and make recommendations to the Forum.
- A.1.15 TECF will agree and determine the number and terms of reference of the Working Groups.
- A.1.16 TECF meetings will normally be held within HM Naval Base Headquarters, ConferenceRoom, or at a convenient alternative venue.
- A.1.17 Dates of the TECF meetings will be fixed annually and included in the minutes of all meetings. Members will be invited to submit items for inclusion on the agenda no less than two weeks in advance of the meeting. A combined calling notice and agenda will be issued at least one week in advance of the meeting.
- A.1.18 Draft minutes will be sent to Members within three weeks following a meeting and are available electronically either by email or downloadable from the TECF website.
- A.1.19 In respect of press and publicity, only the Chairman of TECF, the Coastal Planning Coordinator, or any persons with their specific authorisation, may speak on behalf of the TECF.

## **A.2. Port of Plymouth Liaison Committee (PPMLC)**

- A.2.1. PPMLC is an advisory committee representing the wider stakeholder body, interest groups and estuary users. PPMLC is a long standing group pre-dating TECF, and provides a forum through which non-statutory organisations and individuals can participate in management decision making in the Tamar Estuary area. The aim of the committee is to encourage two-way communication, by drawing issues and opportunities to the attention of TECF and the Working Groups, to reach agreement and consensus on management decisions, and provide recommendations to TECF.
- A.2.2. The role of PPMLC is to:
- improve information exchange and coordination between users with different interests/ users in the estuary area;
  - ensure that users points of view on issues and suggested solutions are noted before advising TECF;
  - act as advisory group for the Tamar Estuaries
- A.2.3. Frequency of Meetings: Three times per year, normally preceding TECF meetings by one month.

- A.2.4. Those who are not regular members of PPMLC and wish to attend or speak must identify themselves to the Chairman in advance of the meeting. Any matters arising requiring the attention of the TECF shall be advanced to the next regular TECF meeting.

### **A.3. Wembury Advisory Group (WAG)**

- A.3.1. WAG is the group that oversees the management of the Wembury Voluntary Marine Conservation Area (WVMCA).
- A.3.2. The role of WAG is to advise TECF in respect to the Wembury part of the Plymouth Sound and Estuaries SAC.
- A.3.3. Frequency of Meetings: Once a year Annual General Meeting.

### **A.4. Working Groups/ Steering Committees**

- A.4.1. Working Groups/Steering Committees may be constituted and dissolved by agreement of TECF in order to provide detailed or specialist advice on any topic concerning its business.
- A.4.2. The Working Groups are open to anyone with an interest in or knowledge of estuary-related matters. They exist to bring together groups of people in specific subject areas, to discuss matters in detail. Chairmen will regulate the addition of new members to ensure that the group's size does not inhibit discussion. A balance of interests will be maintained.
- A.4.3. Views from the Working Groups may be taken to TECF and the PPMLC at the discretion of the Chairman, for wider discussion. Working Group Chairman will present the Working Group's views.
- A.4.4. Frequency of Meetings: Working Group Chairmen in conjunction with the Coastal Planning Coordinator are responsible for identifying meeting dates. Working Groups will only be convened when appropriate issues require discussion.

### **A.5. Coastal Planning Coordinator**

- A.5.1. A Coastal Planning Coordinator will be employed to further the objectives of TECF to coordinate the work of the Forum, through the servicing of meetings and pursuit of initiatives to meet the core purposes and objectives. The work of the Coastal Planning Coordinator relies on the active participation of the TECF and PPMLC Members. An annual programme of action will provide focus for the work delivery of the Coastal Planning Coordinator. The post is directly responsible to the TECF Members, through its Chairman (QHM).
- A.5.2. To further the objectives of TECF, the Coastal Planning Coordinator will be employed by Plymouth City Council who will undertake recruitment, employment services, line management and provide office support.
- A.5.3. The costs associated with employment (recruitment, salary and associated costs and all other costs associated with employment and redundancy) and office support of the Coastal Planning Coordinator are funded by the Core Members.

A.5.4. An assistant post may be arranged to meet specific tasks related to the implementation of the management plan with the prior agreement of all Core Members.

**A.6. Roles of TECF**

A.6.1. The principal roles of TECF are:

- To promote, for the common good and the benefit of all, a viable sustainable future for the people, the waters and contiguous areas of the River Tamar Estuaries.
- To develop, implement, and monitor a realistic management plan for the common assets and resources of the River Tamar Estuaries.
- To provide a strategic lead in protection and enhancement of the Tamar Estuary.
- To promote the sustainable development of the Tamar Estuary and the involvement of all stakeholders in management decision making.
- To carry out a periodic review of the Tamar Estuary Management Plan.

## **Annex B: Terms of Reference of the Members**

### **B.1. Objectives**

- B.1.1. To provide a strategic lead in protection and enhancement of the Tamar Estuary.
- B.1.2. To promote, for the common good and the benefit of all, a viable sustainable future for the people, the waters and contiguous areas of the River Tamar Estuaries. To promote the sustainable use of the Tamar Estuary, balancing the demands made on its natural resources and resolving conflicts of interest where they arise, and;
- B.1.3. To provide a framework for the co-ordinated management of the Estuary and to improve communications between users and organisations with authority over the Tamar Estuaries and contiguous areas. To develop, implement, monitor and review a realistic management plan for the common assets and resources of the River Tamar Estuaries, and in doing so, promote the involvement of all relevant stakeholders in the management decision making.

### **B.2. The Role of the Members in this Agreement**

- B.2.1. To provide a strategic lead in the protection, conservation and enhancement of the Tamar Estuary and contiguous areas.
- B.2.2. To promote the sustainable development of the Tamar Estuary and contiguous areas.
- B.2.3. To promote the sustainable use of the Tamar Estuary for recreation and transportation.
- B.2.4. To promote consensus building and encourage stakeholder participation in management planning/ decision making for the Tamar Estuary and contiguous areas.
- B.2.5. To monitor and report on progress made towards achieving core objectives and action plans outlined in the management plan.
- B.2.6. To carry out a periodic review and update of the Tamar Estuary Management Plan.

### **B.3. Geographical limit**

- B.3.1. TECF's core management boundary encompasses the limits of the Dockyard Port of Plymouth Order, namely Plymouth Sound, to the tidal limits of the rivers Tamar, Tavy, Lynher and Plym, and the Wembury coast up to the mouth of the Yealm Estuary. Occasionally it may be necessary to consider a more flexible boundary, in order to tackle issues directly affecting the estuaries and their landscape setting. As such, management considerations of TECF will take in to regard the wider hinterland and terrestrial area that has an influence upon the environment of the Estuary and its communities.

#### **B.4. Staffing and resources**

- B.4.1. To provide guidance and advice concerning the direction of the Coastal Planning Coordinator and use of resources.
- B.4.2. To identify and secure resources required for the business of TECF.

#### **B.5. Consultation and liaison**

- B.5.1. To ensure that sufficient effort and resources are provided to permit the wider community to be aware of and to participate in the management of the Tamar Estuary e.g. the use of public events and public forums.
- B.5.2. To engage with the wider stakeholder community seeking consensus and involvement with the preparation and implementation of plans and strategies.
- B.5.3. To forge links between the relevant stakeholder groups, in particular Local Strategic partnerships and the community planning process.
- B.5.4. To develop and disseminate good practice in Integrated Coastal Zone Management.
- B.5.5. To establish links with other Estuary and Management initiatives within Devon, the South West region, nationally and where appropriate internationally.
- B.5.6. To support local community initiatives which contribute to the conservation and enhancement of the Tamar Estuary complex.

#### **B.6. Management structures and governance**

- B.6.1. To maintain a management structure that is effective and relevant to the Tamar Estuary and amend this when required.
- B.6.2. To seek representation on relevant groups.

#### **B.7. Advocacy**

- B.7.1. To advise relevant bodies about their role in the management of the Estuary and in particular promote the statutory duty of all public bodies.

#### **B.8. Coastal Management Policy**

- B.8.1. To influence planning policies affecting the Tamar Estuary complex through the development plan process.
- B.8.2. To advise planning authorities in responding to significant development proposals affecting the Tamar Estuary.
- B.8.3. To work within and comply with the statutory duties and obligations of TECF's Members.
- B.8.4. To comply with the statutory requirements of the relevant designations including the Special Protection Areas (SPA), Special Areas of Conservation (SAC), Local Nature Reserves (LNR) and Sites of Special Scientific Interest (SSSI).

## **B.9. Information and Research**

- B.9.1. To encourage the sharing of data between the relevant bodies with an interest in the Tamar Estuary.
- B.9.2. To commission research studies relevant to improving the management of the Tamar Estuary.
- B.9.3. To monitor the condition of the Tamar Estuary, in relation to its economic, environmental and social factors making for the well being of the community.



## Annex C A History of Coastal Management in the Plymouth Sound & Estuaries

- C.1. Water space management of Plymouth Sound has always been principally the responsibility of the MoD, namely the Queen's Harbour Master. During the late 1980s, possible retrenchment of the MoD to consolidate their operations had the potential to create a management vacuum. In 1992 local authorities commissioned a report into new management. The report was drafted and recommended setting up a new statutory body to manage the area. It was proposed that such an authority would be funded through harbour dues.
- C.2. However, the plan was badly received in the local area as this approach to management was considered to be disjointed, unclear, unaccountable and unfair. It became clear that the any solution to these management problems would require the commitment of the public and a broadening in the range of thinking.
- C.3. In 1994 a Coastal Officer was appointed to develop the Estuary Management Plan for the area. At this time the existing management structure consisted of the Queen's Harbour master and local authorities.
- C.4. Under the Estuaries Initiative, through funding from English Nature, the Coastal Officer undertook a long series of one-on-one meetings with management representatives scoping the concerns of the various interests in the area and slowly resolving conflicts to develop a working partnership. Eventually the Tamar Estuaries Consultative Forum (TECF) was established with sixteen key relevant authorities represented from the following organisations:

<i>Queen's Harbour Master, Plymouth (Chair)</i>	Environment Agency
Plymouth City Council	Devon Sea Fisheries Committee
Devon County Council	Cattewater Harbour Commission
Cornwall County Council	Marine Fisheries Agency
Caradon District Council	South West Water
South Hams District Council	Sutton Harbour
West Devon Borough Council	Associated British Ports
Natural England	

- C.5. Today the TECF partnership is more than ten years old, and has consolidated its good working relationship over time, building on the foundations of a voluntary partnership with an informal approach, which has lead to good communication and the development of good will and trust between parties, an optimal basis for good management.
- C.6. The TECF partnership has now reached a level of maturity which enables members to consider taking the next step in consolidating success through a formal commitment outlined in this Memorandum of Agreement. Advantages of undertaking this consolidating step include the opportunity for members to formally accept shared responsibility in securing the balance of political representation around the table and to play a more active role in securing core funding to ensure that TECF can continue to function in the long-term.

## Annex D : Core Costs for April 2008 to March 2011

### D.1. Income

Organisation	2008/09	2009/10	2010/11
<b>Inflation Rate:</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>
Natural England	6,695	6,896	7,103
Ministry of Defence, QHM	2,122	2,185	2,251
Associated British Ports	1,591	1,639	1,688
Cattewater Harbour Commission	6,365	6,556	6,753
Sutton Harbour Company	1,061	1,093	1,126
Plymouth City Council – cash	6,365	6,556	6,753
Plymouth City Council – in kind	2,741	2,823	2,908
Devon County Council	6,365	6,556	6,753
Cornwall County Council	6,365	0	0
Caradon District Council	3,183	0	0
Cornwall Council (replacing CCC & CDC as of 1 April 2009)	0	9,834	10,130
West Devon Borough Council	3,183	3,278	3,377
South Hams District Council	3,090	3,183	3,278
South West Water Ltd	3,713	3,825	3,939
Environment Agency	In Kind	In Kind	In Kind
Devon Sea Fisheries Committee	In Kind	In Kind	In Kind
Marine and Fisheries Agency	In Kind	In Kind	In Kind
English Heritage	In Kind	In Kind	In Kind
<b>Total Income</b>	<b>52,839</b>	<b>54,424</b>	<b>56,059</b>

### D.2. Expenditure

	2008/09	2009/10	2010/11
	<b>Inflation rate 3%</b>	<b>Inflation rate 3%</b>	<b>Inflation rate 3%</b>
Salaries + on costs	47,217	48,634	50,093
Office costs – rent, phone & computer support (in kind by PCC)	1,951	2,010	2,070
Employers Liability Insurance	111	114	117
Training	500	515	530
Corporate Training (in kind by PCC)	790	814	838
Travel & Subsistence	1,500	1,545	1,591
Printing & Stationery	103	106	109
Projects	667	686	711
<b>Total Expenditure</b>	<b>52,839</b>	<b>54,424</b>	<b>56,059</b>

Project expenditure will be more if additional funding is secured for specific projects.