

<b>Board/Committee:</b>	Community Board
<b>Date of Meeting:</b>	Wednesday 22 <sup>nd</sup> January 2020
<b>Title:</b>	Eastern Solent Coastal Partnership Agreement
<b>Author:</b>	Head of Streetscene
<b>Status:</b>	FOR DECISION

## **Purpose**

To seek Board approval to refresh and update the Eastern Solent Coastal Partnership Agreement from 2012.

## **Recommendation**

That the Board approve entering into the updated Eastern Solent Coastal Partnership Agreement as further detailed in this report.

### **1 Background**

1.1 Gosport Borough Council (GBC) formed part of a shared service with Havant Borough Council (HBC), Fareham Borough Council (FBC) and Portsmouth City Council (PCC) in April 2012 to deliver a shared Flood and Erosion Risk Management Service. The agreement was made under Section 113 of the Local Government Act with the aim to deliver a more efficient and effective service by co-ownership of objectives and an equitable fee structure, providing:

- A robust resilient and adaptable service by sharing of resources.
- Financial savings and efficiencies.
- Increasing the ability to secure government funding for future coastal initiatives and schemes.
- The delivery of numerous outcomes to protect over 30,000 properties.
- Services delivered differently in order to adapt to change and think more commercially.

Due to changes in legislation and the need to proactively evolve, the service requires a new agreement between the Partner Authorities.

### **2 Report**

2.1 Gosport Borough Council (GBC), Havant Borough Council (HBC), Portsmouth City Council (PCC) and Fareham Borough Council

(FBC) are working in partnership for the delivery of a coordinated Flood and Coastal Erosion Risk Management Service.

- 2.2 The Eastern Solent Coastal Partnership is responsible for managing the flood and erosion risk to 162 kilometres of coastline and has successfully provided numerous outcomes to protect over 30,000 homes and reduce the risk to life from flooding and erosion along our coastline. Gosport Borough Council is a Risk Management Authority with permissive powers under the Coastal Protection Act and Land Drainage Act. The Borough Council is a significant landowner along the Gosport coastline with responsibility for maintaining the Council's owned coastal assets, together with a Health and Safety duty of care to the public whilst on Council land. Many successful outcomes have been delivered to date by the Partnership such as:
- Asset inspection, investment and management.
  - Proactive Coastal Surveys.
  - Developing a Beach Management Plan for Hill Head to Portsmouth Harbour entrance.
  - Stabilisation of the sea wall at Stokes Bay.
  - Securing Environment Agency funding to deliver new coastal defences for Gosport.
- 2.3 The Partnership has exceeded the work that each Local Authority could have achieved in isolation, delivering many multimillion-pound projects whilst making combined savings of £1.8 million to date.
- 2.4 The Coastal Partnership Agreement was entered into under Section 113 of the Local Government Act 1972 and provides for the employment of a shared Flood and Erosion Risk Management Service (known as the Eastern Solent Coastal Partnership "ESCP") by the Councils. The original agreement was signed on 30th March 2012.
- 2.5 A review and update of the existing agreement between all Partners has been performed and all Partner Authorities, Client Managers, Legal and Finance Services have reviewed, contributed and advised on the new Coastal Partnership Agreement.
- 2.6 The updated agreement recognises the journey the partnership has been on since March 2012 and better reflects how the partnership is governed. There are no financial changes as a result of the updated agreement.

The main changes made to the agreement are listed below:

- Annual strategic planning internal audits and sharing of results.
  - Additional sections added for GDPR, Modern Slavery and Counterparts.
  - Cost and income apportionment added in that additional on-costs be reimbursed to the host employer (HBC) to meet costs for human resources, transactional services and accommodation for the wider service all of which would be tabled and agreed with the Client Manager Board as part of annual budget setting.
  - Project fund is established to provide risk mitigation and flexibility for business investment and is capped at 10% of the budgeted in year salary expenditure. It includes:
    - risk to offset against future financial overspend.
    - investment in new technology.
    - consultancy support (for specialist advice or where service capacity is exceeded).
    - agile approach to development and transformation.
    - calculated risk on shared initiatives to secure significant funding.
    - risk of redundancy payments.
- 
- £20k limit on single expenditure unless agreed by Client Manager Board. Head of Service has authority to approve expenditure so long as within budget limit.
  - Ability to sell services to other public sector organisations under the Local Government Act Section 101.
  - Update the governance arrangements and staffing structure;
  - Embed Financial Assurance into the Service.
  - Additional clause for all assets to be added to an asset list.

### **3 Risk Assessment**

- 3.1 The terms and conditions of the amended agreement are broadly the same as in the original agreement and as a result the Council's liabilities and responsibilities under the agreement will remain the same.
- 3.2 As the Partnership has been in operation for several years and no major contractual issues have arisen, the approach adopted by the service team when reviewing this agreement has been to amend only where necessary to reflect agreed changes in working practices of the Partnership, or where there have been legislative changes.
- 3.3 The amended agreement replaces all other existing agreements between the parties in connection with flooding and erosion risk

management. However, any accrued liabilities and obligations will continue.

- 3.4 The agreement is for an indefinite/unspecified term and will be reviewed again two years after the date when all parties have signed it.
- 3.5 The parties can terminate the agreement by serving not less than 18 months' written notice.

#### **4 Conclusion**

- 4.1 In order to continue to deliver efficient and effective outcomes for Gosport Borough Council today and in the future, it is important to assure that the Partnership builds on the successes to date and has an agile platform to work from.
- 4.2 The Coastal Partnership Agreement will continue to support develop, provide good governance and protect the service and benefits being delivered for Gosport Borough Council and its Partners.
- 4.3 The amended Agreement reflects current working practises and legislation and has been through a vigorous and lengthy approval process engaging with key stakeholders to assure it will continue to encourage growth, supports key strategic objectives and will continue to provide savings whilst managing risk and creating coastal resilience for coastal communities and the environment.
- 4.4 It is therefore proposed that the Council approves the Eastern Solent Coastal Partnership Agreement.

<b>Financial Services comments:</b>	There is no additional cost to this current proposal. The fee structure to the Council remains unchanged.
<b>Legal Services comments:</b>	Contained within the report.
<b>Crime and Disorder:</b>	None for the purposes of this report.
<b>Equality and Diversity:</b>	None for the purposes of this report.
<b>Service Improvement Plan implications:</b>	Provision of effective coastal services to protect our coastline and communities.
<b>Corporate Plan:</b>	This contributes to our 'Plan on a Page' by delivering effective services through partnership working with other councils and developing a programme of coastal defences.
<b>Risk Assessment:</b>	Refer to paragraph 3 of this report.
<b>Background papers:</b>	None.
<b>Appendices/Enclosures:</b>	None.
<b>Report author/ Lead Officer:</b>	Stevyn Ricketts (5282)

