DATED 2016

East Hampshire District Council

Eastleigh Borough Council

Fareham Borough Council

Gosport Borough Council

Hampshire County Council

Havant Borough Council

Isle of Wight Council

New Forest District Council

Portsmouth City Council

Southampton City Council

Test Valley Borough Council

and

Winchester City Council

AGREEMENT

Relating to

Partnership for Urban South Hampshire ["PUSH"]

and

Solent Growth Forum ["SGF"]

Mark R Heath
Director of Corporate Services
Southampton City Council
Civic Centre, Southampton
(MO for the PUSH JC)

Michael Lawther
City Solicitor
Legal Services, Portsmouth City Council

(MO for the SGF)

RECITALS

1. The Parties to this Agreement are all Local Authorities who have joined together to form the Partnership for Urban South Hampshire (hereinafter referred to as "PUSH"), the *PUSH boundary is coterminous with the Solent Local Enterprise Partnership (LEP) boundary and is a functioning economic area representing the travel to work area for the Solent economy, the purpose of PUSH* is to promote sustainable, economic-led growth and development of South Hampshire and the Isle of Wight supported by enhanced transport and other infrastructure and to lobby and/or influence on all other associated aspects of life within the PUSH Area.

2. The Parties wish to enter into this Agreement to record their respective rights and obligations to each other

3. The Parties enter into this Agreement in pursuance of their powers under the Local Government Acts 1972 and 2000 and all other enabling powers.

NOW IT IS AGREED:

1. Commencement

This Agreement shall come into force on the date above and shall continue in force until determined in accordance with Clause 13 of this Agreement.

2. Description

The Parties have entered into this Agreement with the intention of codifying the governance arrangements for PUSH and to establish the PUSH Joint Committee and the SGF. This Agreement records the present intentions of the Parties. It is entered into in good faith, but it is expressly recognised that this Agreement cannot fetter the discretion of the Parties. Subject to that, the following points are agreed.

3. Parties

a. East Hampshire District Council of Penns Place, Petersfield, Hampshire, GU31 4EX

b. Eastleigh Borough Council of Civic Offices, Leigh Road, Eastleigh, Hampshire SO50 9YN

c. Fareham Borough Council of Civic Offices, Civic Way, Fareham, Hampshire, PO16 7PP

d. Gosport Borough Council of Town Hall, High Street, Gosport, Hampshire. PO12 1EB.

e. Hampshire County Council of The Castle, Winchester, Hampshire, SO23 8UJ.

f. Havant Borough Council of Civic Centre Road, Havant, Hampshire PO9 2AX

g. New Forest District Council of Appletree Court, Lyndhurst, Hampshire SO43 7PA

h. Isle of Wight Council of County Hall, High Street, Newport Isle of Wight PO30 1UD

i. Portsmouth City Council of Civic Offices, Guildhall Square, Portsmouth, Hampshire, PO1 2BG

j. Southampton City Council of Civic Centre, Southampton, Hampshire S014 7LY

k. Test Valley Borough Council of Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ

l. Winchester City Council, Colebrook Street, Winchester, Hampshire, SO23 9LJ

4. Definitions

4.1	"The Parties"	means the Parties to this Agreement set out in Clause 3
4.2	"PUSH"	means the Partnership for Urban South Hampshire
4.3	"The PUSH Area"	means the geographical area shown on the plan in Appendix 1
4.4	"Key Objectives"	means the Key Objectives for PUSH laid out in Appendix 2
4.4	"Lead Authority"	means the local authority appointed by the Parties under this agreement to lead on a particular function in accordance with Clause 12.
4.5	"Monitoring Officer"	means the officer so designated by the Lead Authority for each of the PUSH JC or SGF in matters of legal advice, or their appointed deputy.
4.5	"SGF"	means the Solent Growth Forum
4.6	"Solent LEP"	means Solent Local Enterprise Partnership Ltd

5. Interpretation

5.1 The headings for each section throughout this Agreement are provided for ease of reference only and shall not affect its construction or interpretation.

5.2 Where the masculine gender is used it shall also incorporate the feminine gender. Where the singular is used, it shall also incorporate the plural and words importing party and persons includes bodies, corporate and unincorporated and (in each case) vice versa.

5.3 Any reference to legislation shall include a reference to that legislation as amended, applied, consolidated, re-enacted by or as having affect by virtue of any subsequent legislation.

5.4 All provisions of this Agreement shall apply, save where otherwise stated.

6. Principles and Key Objective

6.1 The Parties agree to establish and participate in a Partnership to be known as ("PUSH").

6.2 The Key Objectives for PUSH are as set out in Appendix 2.

6.3 The strategic priorities for the Solent LEP which shall guide the work of the SGF are as set out in Appendix 3.

7. Governance Structures, Joint Committees and Working Groups and Membership

7.1 The Governance Structures, Joint Committees, Senior Management Board and Working Group shall be established as set out in Appendix 4. The Joint Committees may set up and/or vary any sub-committees or working parties at any time.

7.2 The membership of the Governance Structures, Joint Committees and Working Group shall be as laid out in Appendix 5. Any proposed change to membership shall be treated as a variation in accordance with Clause 18.

8. Decision Making

8.1 Two Joint Committees will be established with the terms of reference, membership and constitutional arrangements as set out in Appendices 4 and 5.

8.2 These Joint Committees will be administered by the relevant Lead Authority appointed in accordance with Clause 12 of this agreement. The constitutional arrangements for the Joint Committees will be determined by that Lead Authority and will, unless the Lead Authority determines otherwise, follow the Constitutional arrangements of the Lead Authority.

8.3 The two Joint Committees shall be:

(a) The Partnership for Urban South Hampshire Joint Committee ("PUSH JC")
(b) The Solent Growth Forum ("SGF")

8.4 Decisions shall be made by a simple majority vote, but in relation to the PUSH JC only, must include Hampshire, Portsmouth, Isle of Wight and Southampton to be carried.

8.5 In relation to the PUSH JC only, a joint overview and scrutiny committee with delegated functions to scrutinise and call-in joint committee decisions will be established with the terms of reference, membership and constitutional arrangements as set out in Appendices 4 and 5. Each member authority will nominate a member of their choice to sit on the joint overview and scrutiny committee.

9. Legal, Governance and Financial Administration Issues

9.1 The PUSH JC shall appoint one of the Parties to provide the services of legal adviser to the PUSH JC under this Agreement, and that authority shall act as Lead Authority for providing advice and guidance on all corporate governance, constitutional and other legal matters. The charges for such provision (which may be sub-contracted by that authority to other authorities or the private sector) shall be met in accordance with clause 10 of this Agreement.

9.2 The PUSH JC shall appoint one of the Parties to provide the services of financial adviser to the PUSH JC under this Agreement and that authority shall act as Lead Authority for providing advice and guidance on all financial administration and other associated financial issues. The charges for such provision (which may be sub-contracted by that authority to other authorities or the private sector) shall be met in accordance with clause 10 of this Agreement.

9.3 The SGF shall appoint one of the Parties to provide the services of legal adviser to the SGF under this Agreement, and that authority shall act as Lead Authority for providing advice and guidance on all corporate governance, constitutional and other legal matters relating to SGF Business. The charges for such provision (which may be sub-contracted by that authority to other authorities or the private sector) shall be met by Portsmouth City Council, acting as accountable body for the Solent LEP.

9.4 The SGF shall appoint one of the Parties to provide the services of financial adviser to the Partnership under this Agreement and that authority shall act as Lead Authority for providing advice and guidance on all financial administration and other associated financial issues relating to SGF Business. The charges for such provision (which may be sub-contracted by that authority to other authorities or the private sector) shall be met by Portsmouth City Council, acting as accountable body for the Solent LEP.

10. Financial Commitments of the Parties

10.1 The financial contributions of the parties in relation to the PUSH JC shall, unless or until varied by the PUSH JC be apportioned based on the proportions set out in the table set out below:

Table 1a: Contributions to PUSH JC	2014/15 £'s	
Southampton City Council	23,496	*
Portsmouth City Council	35,932	
Hampshire County Council	52,952	
Eastleigh Borough Council	11,347	
Fareham Borough Council	11,347	
Gosport Borough Council	7,565	
Havant Borough Council	11,347	
Test Valley Borough Council	3,782	
Winchester City Council	1,891	
East Hampshire District Council	1,891	
New Forest DC	7,565	
IOW Council	26,476	
Sub-Total	**195,589**	

**Excluding £20,000 'staff in kind' contributions.*

11. Staff and key representatives

11.1 When any Party agrees to undertaking work at the request of PUSH or SGF, the staff of the Party undertaking such work shall be considered to be seconded to PUSH or SGF respectively.

11.2 During the period of secondment, the staff shall continue to be employed by the Party from whom they were seconded and managed by that Party and no changes to the staff's terms and conditions of employment shall take place.

11.3 When the period of secondment comes to an end, the staff shall be treated as having returned to their original authority on the terms and conditions applying to their posts had they not been seconded

12. Lead Authorities and their Duties

12.1 In order to achieve the objectives of the partnership, the Parties may appoint a Lead Authority to act on their behalf in implementing decisions of one of the Joint Committees.

12.2 In the event of an authority being appointed as Lead Authority by the PUSH JC or the SGF, subject to any terms, conditions, limitations or caveats, the Lead Authority shall:

a. act as agent for PUSH JC / SGF in the management and day-to-day supervision of the particular task the Lead Authority has been asked to lead on;

b. compile and return all financial and participation data relevant to the task that the Lead Authority has been asked to lead on;

c. convene meetings comprising such individuals, bodies or others as agreed by PUSH JC / SGF in establishing the Lead Authority arrangements and update the Parties to this Agreement on the progress of the task assigned to the Lead Authority;

d. act as the representative of PUSH JC / SGF in any discussions or negotiations when acting as the Lead Authority;

e. provide such administrative resources and office facilities as are reasonably necessary to enable the Lead Authority to manage the project (subject to any caveats or limitations agreed by PUSH JC / SGF in establishing the Lead Authority arrangements);

f. exercise overall responsibility for ensuring the quality assurance of the project or task assigned to the Lead Authority, including monitoring and evaluation in consultation with other Parties; and

g. play such other role(s) as would normally and reasonably be expected of a Lead Authority in relation to the project or task as assigned.

12.3 The Lead Authority shall have full authority and power to act within the scope of the roles and responsibilities laid out in this Agreement on behalf of PUSH JC / SGF in the course of or for the purpose of doing the activities agreed by PUSH JC / SGF as Lead Authority in relation to the specific task assigned. Such action may be taken without further consent or approval from the Joint Committee provided this is within the scope of the Agreement. The Parties shall take such steps as shall be necessary to enable the Lead Authority to discharge the functions as assigned to them by PUSH JC / SGF.

13. Termination and Withdrawal

13.1 The Parties to this Agreement recognise that the success of the partnership depends upon the mutual co-operation of all the Parties and the withdrawal of any Party may have serious administrative and financial repercussions for the remaining Parties and any Party other than Hampshire County Council, Portsmouth City Council, Isle of Wight Council or Southampton City Council withdrawing from this Agreement may only do so at the end of a financial year and must:

a. give six months notice in writing of withdrawal to all other Parties; and

b. indemnify the remaining Parties for any expenses reasonably incurred by them as a consequence of the withdrawal.

13.2 In respect of Hampshire County Council, Portsmouth City Council, Isle of Wight Council or Southampton City Council, where one of these authorities gives six months notice in writing of withdrawal to all other Parties, the other Parties shall

consider what future arrangements should apply for the discharge of the functions under this Agreement which may include agreeing to continue joint arrangements further to a new or revised joint Agreement.

13.3 For the avoidance of doubt, where a Party wishes to withdraw from this Agreement but makes that decision and gives notice within six months of the end of the current financial year, they may not withdraw from this agreement until the conclusion of the subsequent financial year and may specify whether their withdrawal shall apply to this Agreement as a whole and therefore the PUSH JC and the SGF, or one of the PUSH JC or the SGF, and the effect of the withdrawal shall be to withdrawal from either the PUSH JC, or the SGF, or both, as appropriate.

14. Intellectual Property

14.1 Unless otherwise agreed:

a. The Parties shall not acquire any right, title or interest in or to the intellectual property rights of PUSH or the SGF.

b. PUSH/SGF will not acquire any right, title or interest in or to the intellectual property rights of the Parties.

14.2 Subject to 14.3 below any issues, challenges or claims in relation to any intellectual property rights shall be advised to each of the Parties immediately, and any intellectual property right claim shall be managed by the Parties as agreed.

14.3 Reference to Parties in 14.2 shall be read as including Solent LEP insofar as it relates to SGF business.

15. Data Protection, Freedom of Information, information sharing & confidentiality

15.1 Without prejudice to the specific requirements of this clause, each Party shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.

15.2 An authority will be appointed as a Lead Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the PUSH JC (as compared to information held by the Parties to this Agreement).

15.3 Portsmouth City Council will be Lead Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the SGF (as compared to information held by the Parties to this Agreement).

15.4 Subject to any legal obligations either arising upon the Parties and/or PUSH JC/SGF, information supplied by the Parties or third parties shall, unless agreed by PUSH JC/SGF, subject to any over-riding legal obligations, be treated as confidential.

16. Liability of the Parties

16.1 Whilst the Parties shall make all reasonable attempts to mitigate loss, each Party ("the indemnifying Party") shall be liable for and indemnify the others against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by any act or omission of that indemnifying Party in respect of its role in the activities of the Joint Committees and/or under this Agreement and /or where acting as Lead Authority.
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16.2 Whilst the Parties shall make all reasonable attempts to mitigate loss, each Party ("the indemnifying Party") shall be liable for and shall indemnify the others against any reasonable expense, liability, loss, claim or proceeding in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or is caused by any act or omission of that indemnifying Party in respect of its role in the activities of the Joint Committees and/or under this Agreement and/or where acting as Lead Authority .

16.3 Whilst the Parties shall make all reasonable attempts to mitigate loss, each Party ("the indemnifying Party") shall indemnify the others in respect of any reasonable loss caused to each of the other Parties as a direct result of that indemnifying Party's negligence, wilful default or fraud or that of any of the indemnifying Party's employees in respect of its role in the activities of the Joint Committees and/or under this Agreement and/or where acting as Lead Authority.

16.4 Where a Party is appointed the Lead Authority under the terms of clause 12 of this Agreement, the other Parties shall each indemnify the Lead Authority on pro rata basis according to the proportions of their respective financial commitments as set out in Clause 10 of this Agreement with the intent that the Lead Authority shall itself be responsible for its own pro-rata share.

17. Review

This Agreement may be reviewed at any time by agreement between the Parties or upon the request of the Monitoring Officer for either of the PUSH JC or SGF

18. Variations to this Agreement

This Agreement may at any time be varied or amended by the Monitoring Officers acting in conjunction where the amendment is minor and has been agreed by all the Parties in writing in advance. Otherwise, this Agreement may at any time be varied or amended by a deed executed by all the Parties

19. Insurance and Indemnification

Each of the Parties shall ensure that they have a sufficient policy of insurance of any work that they undertake on behalf of PUSH/SGF and for a period of six years after termination of this Agreement.

20. Severability

If any term, condition or provision contained in this agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this agreement.

21. Publicity

The Parties recognise their respective public reputations and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.

22. Waiver

No term or provision of this Agreement shall be considered as waived by any of the Parties to this Agreement unless a waiver is given in writing by that Party to all other Parties to this Agreement.

23. Notice

Any notice, demand or other communication required to be served under this Agreement shall be sufficiently served if delivered personally to or sent by pre-paid first class recorded delivery post, facsimile transmission or email (provided a receipt or acknowledgement is given) to the addresses set out in Clause 3 and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee at the time of personal delivery or on the second working day after the date of posting or unsuccessful transmission as the case may be. Anything served personally or transmitted which is received at the recipient's premises on a day when it would not in the ordinary course of its business have been open for business shall be deemed to have been received on the next following day when it is open in the ordinary course of business or would have been if it had not ceased to conduct business.

24. Governing Law

This Agreement shall be governed by and construed in accordance with English Law and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

25. Counterparts

This agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

26. Exercise of statutory authority

Without prejudice to this agreement, nothing in this agreement shall be construed as a fetter or restriction on the exercise by any of the Parties of their statutory functions.

27. Exclusion of Third Party Rights

Save to the extent as expressly provided for in this Agreement no person not a Party to this Agreement shall have any right to enforce any term of this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

28. Survival of Clauses

The following clauses shall survive the expiry or termination of this Agreement

- Clause 1 Definitions and Interpretations
- Clauses 6 (Principles), 10 (Finances), 14 (Intellectual Property), 15 (Data Protection) and 19 (Insurance and Indemnities)
- Clause 13 Legal Governance and Financial Administration Issues
- Clause 23 Notices
- Clause 28 Survival of Clauses

29. No Partnership at Law

As public bodies, the Parties do not enter into this Agreement with any view of profit. The use of the terms "partners" and "partnership" in this Agreement merely denotes the intention of the Parties to work within local government legislation in a common way to achieve shared objectives, and should not be taken as an indication of any legal partnership for the purposes of the Partnership Act 1890.

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

East Hampshire District Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Eastleigh Borough Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Fareham Borough Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Gosport Borough Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Havant Borough District Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Hampshire County Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Isle of Wight Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

New Forest District Council

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Authorised Signatory .....

Portsmouth City Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Test Valley Borough Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory ----------

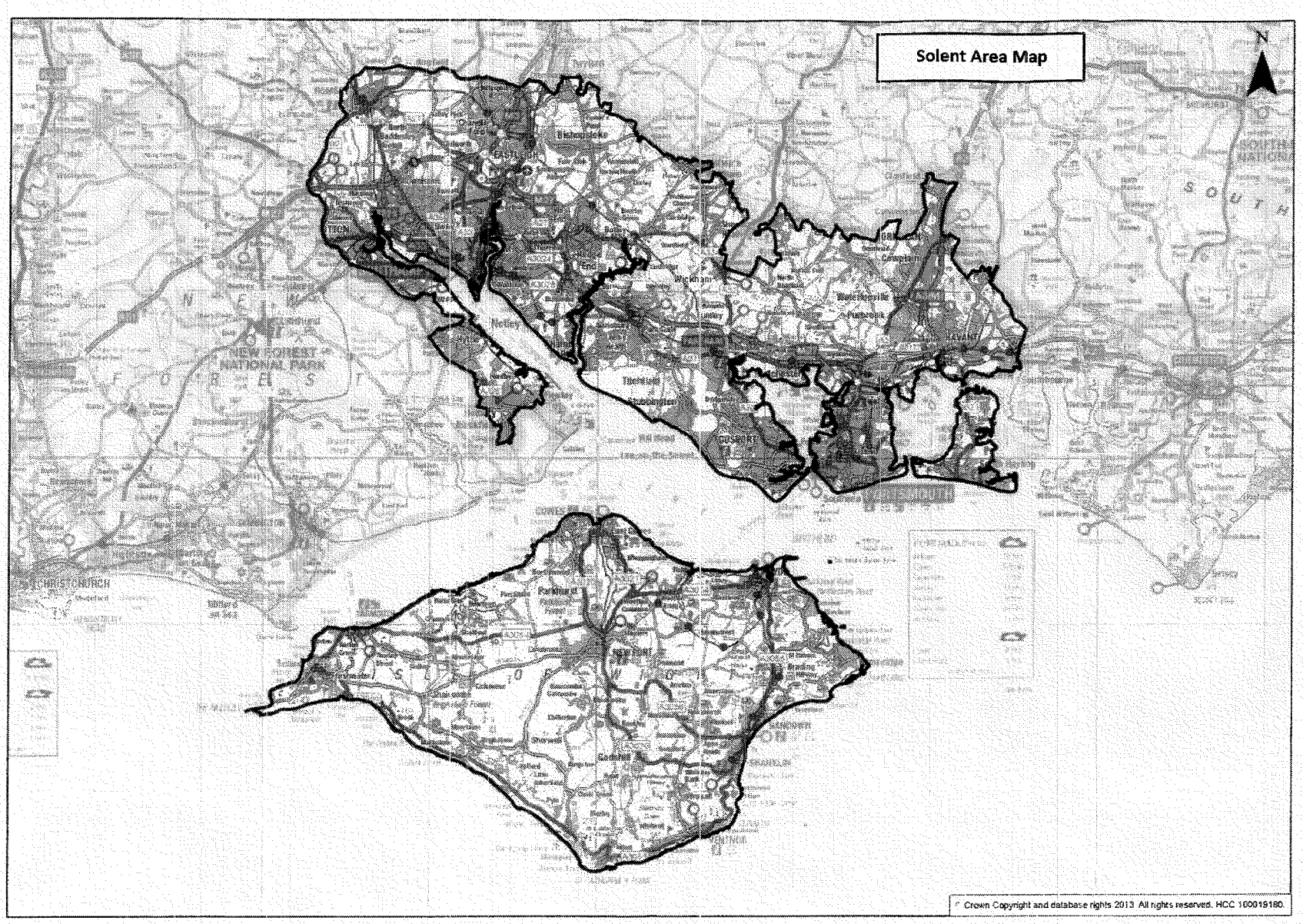
Winchester City Council

THE COMMON SEAL OF THE PARTIES IS HEREUNDER AFFIXED IN THE PRESENCE OF:

Authorised Signatory .....

Southampton City Council

APPENDIX 1


Solent Area Map
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APPENDIX 2: KEY OBJECTIVES OF PUSH

PUSH was formed to deliver regeneration of the core urban areas of the Solent, focused on the cities of Portsmouth and Southampton. The adjoining older urban areas, as well as those on the Isle of Wight are also very much at the heart of this urban renaissance strategy and PUSH believes that the strong functional and physical links between the core urban areas and the semi-rural and rural hinterland must form the basis for the proper planning of the Solent area.

PUSH has pursued an economic regeneration/urban renaissance-driven strategy which links back to the now redundant South East Plan. PUSH believes that a balanced approach, with economic, social and environmental sustainability at its heart, is the responsible and appropriate way to plan for the future of south Hampshire, with an inclusive and integrated spatial strategy delivering sustainable communities into the future. This accords with the vision of the Solent LEP[1], which covers an area coterminous with that of PUSH.

PUSH accepts and embraces managed and sustainable growth as a policy instrument to help lift deprived communities and households out of poverty and deprivation, whilst providing a foundation for the long term security of the quality of life of all the people of the area, which is dependent on economic prosperity, adequate provision of and access to housing, and protection of our natural assets.

The current South Hampshire Strategy published in 2012, provides a robust strategic framework for local plan preparation and other decision-making by PUSH local authorities and their partners up to 2026. The key driver for producing an updated PUSH Spatial Strategy was the willingness of all PUSH Local authorities to continue working collaboratively on cross boundary planning matters, taking into account the Government's National Planning Policy Framework (NPPF) with particular, reference to the 'duty to cooperate'. The current spatial strategy forms the basis by which local authorities are able to discharge their duty to co-operate with neighbouring authorities in accordance with the Localism Act, 2011. Preparation of the current spatial strategy commenced in summer 2011 and involved consulting with a wide range of statutory and non-statutory partners across South Hampshire to ensure that all partners are fully engaged and committed to both the vision and aspirations outlined in the plan.

Subsequent to the South Hampshire Strategy (2012) being produced; the policy and economic landscape has shifted, and Local Plans need to look at least 15 years ahead beyond 2026. Therefore the PUSH Joint Committee decided in May 2014 to commence a review of the South Hampshire Strategy which will replace the current Strategy, look to 2036, and accord with the National Planning Policy Framework. This strategy will plan for sustainable development. The aim will be to plan for objectively assessed economic and housing development needs, informed by the LEP's Solent Economic

[1] The Vision of the Solent LEP is to create an environment that will bring about sustainable economic growth and private sector investment in the Solent. It will assist this globally-competitive area reach its full potential, enabling existing businesses to grow, become more profitable and to be greener; enabling the creation of new businesses and attracting new businesses to the region.

Plan; further economic assessments of demand and site availability taking account of long term forecasts, a commercial perspective and sectoral studies (e.g. marine and maritime and logistics) and the PUSH Strategic Housing Market Assessment (SHMA) (2014). The level and distribution of development will also be informed by environmental factors and the need for transport and other infrastructure improvements. In short the strategy will support the LEP's growth objectives whilst protecting the quality of life and ensuring the sub region's infrastructure works effectively, both critical factors for supporting economic growth. It is planned for the Review to conclude by early 2016. Throughout the commission, PUSH has committed to working jointly with the Solent LEP, the business community, statutory bodies and other interested parties.

The key objectives for PUSH are as follows:

- Encouraging conditional, managed growth through the adoption of a *Plan, Monitor and Manage* approach to land release and plan review, with development conditional on timely and adequate infrastructure provision;
- Securing necessary enhancements to infrastructure (covering transport, energy, flood protection, water supply and waste water treatment, social and community facilities, education and healthcare provision and green infrastructure) to support and enable new development and addressing existing infrastructure deficits;
- Providing for circa 74,000 additional dwellings over the period 2006 to 2026, in the South Hampshire area, to meet the needs of the existing population and to accommodate labour supply requirements to sustain sub regional economic performance and prosperity;
- Pursuing a *brownfield and city first* spatial strategy focusing on brownfield and existing sites up to 2011, adding sustainable urban extensions up to 2016 and bringing in larger greenfield Strategic Development Areas after 2016 to deliver sustainable communities with links to the two cities;
- Adopting strong policy protection for strategic gaps, designated nature conservation and protected landscapes, and areas of high quality built environment;
- Achieving the highest environmental standards for new development particularly in terms of resource conservation and reduction of environmental impact, by the application of consistent standards and policy approaches in partner authorities' local development documents covering the PUSH area;
- Delivering enhancements to the green infrastructure and high quality design in the built environment to consolidate and improve the environment and quality of life of the sub region and to promote urban renaissance;
- Promoting locally-led and democratically accountable and cross-party leadership, management and delivery of the vision and spatial strategy for area and securing the participation and engagement of communities, and which recognises the key role of the private sector in delivering growth.

APPENDIX 3: THE SOLENT ECONOMY AND THE STRATEGIC PRIOIRTIES AND TARGETS OF THE SOLENT LEP

With a population of more than 1.3 million and over 50,000 businesses, the Solent is an internationally-recognised key economic hub anchored around the Isle of Wight, the two cities of Portsmouth and Southampton, the M27 corridor and the Solent waterway. It is globally connected and benefits from significant economic assets including its three international gateways and its world-leading research institutions. The Solent is, without question, a clearly defined functional economic area, with a distinct coastal geography, tremendous economic assets and great potential.

Whilst the Solent boasts a mixed economy, it is our coastal location that sets us apart. The clustering of businesses and educational strengths places the Solent at the heart of the UK's marine and maritime economy. This sector defined broadly, accounts for 20.5% of our GVA and provides 40,000 jobs locally; it supports more than 3,000 businesses. Over the period to 2025, these sectors are projected to grow by 5% in the Solent region. Ensuring that our economic strategy facilitates the growth of these sectors is therefore critically important, as is support for new and emerging sectors.

The Solent LEP is the key interface and lead for economic development in the Solent. The Solent Growth Strategy is best summarised in the Transforming Solent Growth Strategy. This sets out that there is a need to create jobs and growth for the Solent, and to achieve this, the area must make best use of the resources at our disposal, to maximise the impact for our local economy and secure the process of rebalancing the economy.

The Vision for the area is to create an environment that will bring about sustainable economic growth and private sector investment in the Solent. It will assist this globally-competitive area reach its full potential, enabling existing businesses to grow, become more profitable and to be greener; enabling the creation of new businesses and attracting new businesses to the region.

The area has focused very firmly on those activities that will make the greatest impact and create the best conditions for growth. This will mean a clear focus upon:

- Unlocking sites for housing and employment
- Improving our connectivity within the Solent and beyond
- Stimulating and supporting innovation
- Improving the skills and talent of our current and future workforce
- Supporting business growth through access to resources and advice
- Supporting our key strategic sectors

The Growth Strategy for the area targets six strategic priorities:

- Supporting new businesses, **enterprise** and ensuring SME survival and growth.
- Enabling **infrastructure** priorities including land assets, transport and housing, reducing flood risk and improving access to superfast broadband.
- Establishing a single **inward investment** model to encourage companies to open new sites in the region, supported by effective marketing.

- Investing in **skills** to establish a sustainable pattern of growth, ensuring local residents are equipped to take up the jobs that are created and businesses can source local skills and labour to underpin growth.
- Developing **strategic sectors** and clusters (interconnected groups and businesses) of marine, aerospace and defence, advanced manufacturing, engineering, transport and logistics businesses, low carbon and the visitor economy – establishing the area as a business gateway, at both local and international levels and developing local supply chains.
- Building on our substantial knowledge assets to support **innovation** and build innovative capacity in the Solent area to stimulate growth in Solent businesses and in new high growth sectors, particularly linked to our HE excellence.

Meeting the growth aspirations requires the local area to create the conditions that support growth in our business base and creates jobs, whilst improving our productivity and making Solent a destination for inward investment. It also requires the area to work collaboratively and collectively to plan for growth at the strategic level, to ensure that the required new housing and employment space is planned for in a sustainable way to support growth. The PUSH spatial strategy forms a core component of this.

Underpinned by a rigorous economic model[2] the area has, therefore, set ambitious targets. These targets have been set to stretch Solent partners significantly and they highlight the scale of improvement that is needed if Solent is to realise its ambition. The targets are set out in the box below.

The Solent's Growth Targets

By 2020 we will:

- In addition to current forecasts, create an additional 15,500 new jobs in the area.
- Achieve GVA growth of 3%.
- Increase GVA per job by an additional £6,879 per job.
- Improve productivity (GDP per head) closer to the South East average.
- Increase employment rates to 80% from the current 78% and improve economic activity rates from 80% to 81%.
- Enable the delivery of 24,000 new homes.
- Raise the business birth rate from 3.6% to 4.1% (and create 1000 new businesses).
- Improve the business survival rate[3] from 61.4% to 62.5%
- Raise the proportion of the population with Level 4[4] and above skills to 36% of the working age population from the current 32%
- Support the raising of education attainment rates to above the UK average.
- Increase inward investment into Solent attracting at least 5% of FDI projects entering the UK.

[2] A bespoke model has been produced by Oxford Economics, see evidence sources
[3] 3 year business survival rate, equivalent to an extra 1000 businesses
[4] An additional 37,000 people

In doing so, we will also seek to maximise value for money from key public sector investments focusing on areas that are economically vulnerable, and linking local people to jobs through effective procurement processes whilst levering private sector investment in skills and employment.

APPENDIX 4: GOVERNANCE, JOINT COMMITTEE AND WORKING GROUPS

PUSH - TERMS OF REFERENCE FOR PUSH JOINT COMMITTEE

GENERAL

a. This is a joint committee of the Parties under the Local Government Acts 1972 and 2000.

b. The Parties have arranged for the discharge by the Joint Committee of such of the council's functions as are within the terms of reference (set out below).

c. Certain functions are delegated by this Joint Committee within their terms of reference to officers.

d. Where a function or matter within the Joint Committee's competence has been delegated, the Joint Committee may exercise that function/matter concurrently with the officer to whom it has been delegated.

e. Each of the Parties shall have one representative upon the Joint Committee (normally though not necessarily the Leader of the Council).

TERMS OF REFERENCE

1. To develop a strategic policy framework within which the Parties can each discharge their transportation, planning and economic development functions and other incidental or linked functions so as to achieve the Key Objectives.

2. To recommend the Annual Business Plan and budget to each Party and to implement the Approved Annual Business Plan in accordance with the approved budget.

3. Subject to paragraph 2 above, to discharge, on behalf of the Parties their functions (as set out in paragraph 9) where such arrangements:
   - Affect two or more of the Parties; and
   - Have been authorised by the Parties affected by being specifically referred to in the Approved Annual Business Plan.

4. To influence, advise and lobby government and other agencies, both nationally and internationally, where to do so is consistent with the Key Objectives.

5. To commission research into matters relevant to the Key Objectives.

6. To develop proposals for the future development of PUSH for consideration in the Draft Annual Business Plan).

7. To develop proposals on how the Parties can discharge their functions to promote or improve the economic, social and environmental wellbeing in the PUSH area to achieve the Key Objectives.

8. To carry out such other activities calculated to facilitate, or which are conducive or incidental to the discharge of the PUSH's functions in implementing the Annual Approved Business Plan.

9. The relevant functions to be carried out by the joint committee shall be in accordance with the table set out below.

Note:

1. The PUSH JC agenda shall be determined by the Executive Director of PUSH in consultation with the Chairman

FUNCTIONS DELEGATED BY THE PARTIES TO THE PUSH JOINT COMMITTEE

Table 1 sets out the functions delegated to the PUSH Joint Committee.

In exercising delegated functions, the Joint Committee operates according to certain key principles.

- *A commitment to partnership and joint working*

Successful delivery of the South Hampshire Sub-Regional Strategy depends upon effective and wholehearted collaboration between member authorities at both political and officer levels, and genuine partnership working with other sectors and agencies with an interest.

- *Subsidiarity*

Matters that are best done at individual local authority level should continue to be performed at that level. Conversely, matters that would more effectively be dealt with at a sub-regional level, or that may have impacts or require a response on a cross-boundary basis, should be led by PUSH.

- *Geographical limitations*

PUSH would have no jurisdiction or responsibilities outside of its boundaries, unless expressly agreed between PUSH and the relevant local authority or statutory agency.

- *Functional limitations*

PUSH will only do the things that authorities collectively agree that it should do. This needs to be applied flexibility to allow for innovation responsiveness and maximising opportunities.

- *Collective Responsibility*

The member authorities will be collectively responsible and mutually accountable for delivering PUSH's objectives, strategy and activities.

The business plan sets out the range of matters on which the Joint Committee has delegated authority to act and make decisions. These matters are ones that have cross-boundary implications, rather than affecting one authority alone. The Joint Committee has all necessary delegated functions to implement the approved business plan. Individual authorities retain the power to determine local issues affecting their area alone, as these would not be included in the approved business plan.

TABLE 1	
FUNCTION	**SCOPE OF DELEGATION**
Generic Functions	
Business Planning and Partnership Development	• Development, performance management, monitoring and evaluation of the PUSH business plan and its implementation • Ongoing monitoring of key indicators • Development, design and negotiation of longer-term delivery arrangements for the South Hampshire sub-regional strategy.

TABLE 1 FUNCTION	SCOPE OF DELEGATION
	• Engagement of other sectors and partners at the strategic level to support delivery of the business plan and PUSH strategy
Information, studies and analysis	• Commissioning (through individual lead authorities) studies, consultancy work, research and analysis to support strategy development and implementation • Providing public access to information about the sub-region
External Relations & Communications	• Being the voice and champion for South Hampshire in dealings with Government, other National or Regional bodies and Agencies and networks (e.g. Solent Local Enterprise Partnership) • Preparing responses to national and regional policy initiatives on behalf of the sub-region • Promoting public understanding and involvement in sub-regional issues, and of the work of PUSH and its partners through broadcast, internet and print media
Knowledge Transfer	• Promoting and facilitating training and best practice / knowledge transfer for officers, members and other sectors on matters relating to PUSH's work programme
Promoting delivery of infrastructure	• Analysis of infrastructure needs and support in negotiating delivery and financing options • Monitoring delivery of infrastructure • Development of policy approaches and priorities for implementation of sub-regionally important infrastructure
External Funding	• Commissioning, coordinating and administration of external funding bids and negotiations relating to sub-regional projects or programmes (e.g. EU funding, Regional Growth Funding (RGF) on cross-boundary schemes, funding delegated or allocated from National or Regional Agencies) • Coordinating inward investment into the sub-region and promoting inward investment opportunities
Thematic Functions	
Economic Development	Economic stewardship and development activity benefiting the PUSH sub-region, in particular: • Strategy development relating to strategically important employment sites having a cross-boundary impact • Promoting key sub-regional sites to avoid negative competition between authorities • Ensuring effective programme management of strategically important economic development and regeneration schemes • Facilitating support and capacity-building to individual authorities on smaller economic development schemes • Working with other agencies operating at sub-regional level on a

TABLE 1 FUNCTION	SCOPE OF DELEGATION
	range of topics • Preparation of reports to inform monitoring, policy development and business planning
Housing	• Development of consistent policy approaches, e.g. on Affordable Housing • Collaboration on relevant studies e.g. Housing Market Assessments • Collaboration on nomination rights to social housing on strategically important development sites • Development of a sub-regional housing strategy • Leading engagement with Housing Corporation/English Partnerships/Communities England on sub-regional strategic and resource allocation issues
Planning	• Advising the Government on national planning policies impacting upon the sub-region • Advising on local development frameworks (LDFs) and encouraging shared working where appropriate • Preparation of consistent policy approaches (e.g. affordable housing [as above], consultation, sustainability) and consistent approaches to supplementary planning guidance (e.g. urban design) • Assisting and encouraging shared working on the Appropriate Assessment of LDFs • Advising and supporting master-planning, development briefs and local development documents relating to strategically important sites promoting consistency of approach in the PUSH context • Automatic consultee on planning policies, proposals and applications relating to strategically important sites • Supporting development of consistent approaches to s.106 negotiations and the utilisation of developer contributions, particularly in relation to strategically important sites
Sustainability	• Development of sub-regional strategies, consistent policy approaches, guidance and standards • Collaboration on sub-regional projects, eg ESCo • Capacity-building on sustainability issues • Promoting sustainable waste management solutions across the sub-region
Culture	• Developing policy approaches and parameters for enhancing the cultural assets of the sub-region • Working with National and Regional Agencies to promote cultural opportunity across South Hampshire

TERMS OF REFERENCE FOR JOINT OVERVIEW AND SCRUTINY COMMITTEE OF PUSH JOINT COMMITTEE

GENERAL

a. This is a joint committee of the Parties under the Local Government Acts 1972 and 2000.

b. The Parties have arranged for the discharge by the Overview and Scrutiny Committee of the PUSH Joint Committee such functions as are within the Panel's terms of reference (set out below).

c. Certain functions are delegated by this Joint Committee within their terms of reference to officers.

d. Where a function or matter within the Joint Committee's competence has been delegated, the Joint Committee may exercise that function / matter concurrently with the officer to whom it has been delegated.

e. Call-in may be triggered by two or more Committee members giving due notice to the proper officer.

TERMS OF REFERENCE

1. To scrutinise and call-in PUSH Joint Committee decisions.

2. To scrutinise in particular the PUSH Business Plan and its delivery. .

3. In respect of any call-in:

   - To review decisions made in accordance with the approved business plan and where they consider it appropriate, refer such decisions back to Joint Committee with comments for reconsideration;
   - To review decisions not made in accordance with the approved business plan where they may either refer such decisions back to Joint Committee with comments for reconsideration or refer the decision back to individual authorities.

Note: For the avoidance of the doubt, the overview and scrutiny function (including but not limited to call in) applies to PUSH JC Business only.

TERMS OF REFERENCE FOR THE WORKING GROUP (PUSH JC BUSINESS)

GENERAL

a. This Working Group is an informal body and without statutory powers or authority save as directly delegated to individual officers by their authority/the Joint Committee.

b. The Working Group may create sub-groups, reporting to the Working Group, to be responsible for specific themes and/or activities.

TERMS OF REFERENCE

1. Providing advice and guidance to the Joint Committee in respect of PUSH JC Business.

2. Monitoring and reviewing the budget, governance, financial compliance matters and issues.

3. Monitoring the action plan and delivery.

4. As delegated by the Joint Committee, to be responsible for operational decision making and the day-to-day management of projects and activities carried out in the name of or on behalf of PUSH.

5. Performance management of dedicated officer support.

6. Developing proposals for the long-term governance and delivery of PUSH's key objectives for consideration by the Joint Committee.

SOLENT GROWTH FORUM
TERMS OF REFERENCE

GENERAL

a. This is a joint committee of the Parties under the Local Government Acts 1972 and 2000.

b. The Parties have arranged for the discharge by the Joint Committee of such of the council's functions as are within the terms of reference (set out below).

c. Certain functions are delegated by this Joint Committee within their terms of reference to officers.

d. Where a function or matter within the Joint Committee's competence has been delegated, the Joint Committee may exercise that function/matter concurrently with the officer to whom it has been delegated.

e. Each of the Parties shall have one representative upon the Joint Committee (normally though not necessarily the Executive Leader of the Council).

TERMS OF REFERENCE

The SGF has the following purposes:

- to review projects funded under the Solent Growth Deal
- to provide recommendations, expert advice, and guidance on any matter relating to Strategic Economic Plan, the work of the Board, and the Delivery Panels;
- to advise on the policies and programmes outlined in the SEP;
- to review the delivery of the SEP
- to receive updates on the delivery of the European Structural Investment Funds
- to encourage optimal delivery of the strategic priorities across programmes, and the optimal delivery of strategic priorities;
- to provide a strategic review of the development and delivery of the multi-year strategic economic plan.

Note:

- the SGF Agenda shall be determined by the Executive of the Solent LEP in consultation with the Chairman of the SGF.

TERMS OF REFERENCE FOR THE SGF WORKING GROUP BOARD

GENERAL

This provides for an informal body and without statutory powers or authority save as directly delegated to individual officers by their authority / the SGF Joint Committee, its work will be coordinated by the Executive of the LEP.

TERMS OF REFERENCE

1. Providing advice and guidance to the SGF.

2. Reporting to the Executive of the LEP (or any person acting under a delegation)

3. Monitoring the action plan and delivery.

4. Coordinating officers of individual authorities and external bodies to facilitate the delivery of individual projects and initiatives arising out of the Strategic Economic Plan.

Membership

Officers and other interested parties invited by the Executive of the Solent LEP on the basis of their expertise or direct interest in (including, for example as landowners, professional advisers, decision-makers, or recommending/advising officers) given projects or initiatives.

APPENDIX 5: MEMBERSHIP

PUSH Joint Committee

The Executive Leader or other Executive Member of each of the partner local authorities.

The Chairman shall be elected from among the members on an annual basis.

SGF

Full members of the SGF must be drawn from either the Executive Leader, or other executive member, or senior level employee of a Local Authority within the Solent LEP area.

The Chairman shall be elected from among the members on an annual basis but shall not be one of the members who are elected as Class P Directors (as defined by the Memorandum and Articles of Association of the Solent LEP) of the Solent LEP.

Non-voting co-optees

Standing Co-optees

- Executive Representative of the LEP
- Chief Finance Officer of the LEP
- Legal Advisor to the Solent LEP

Invited Co-optees

- University representative from the Higher Education sector
- College representative from the Further Education sector
- Representative of Business Organisation Representative Organisations
- Trade Union Representative
- Voluntary and Community Sector representative
- Government Agencies (e.g. Highways Agency, Network Rail, Environment Agency, Skills Funding Agency)
- BIS
- National Health Services bodies, and the Clinical Commissioning Group
- Any individual, expert, or representative of an organisation or business deemed suitable by the Executive of the LEP in consultation with the Chairman.

Note: the SGF may at any stage extend those attending as co-optees, on the advice and initiative of the Executive of the LEP.

Joint Overview and Scrutiny Committee (PUSH JC business only)

Each Party will nominate a member of their choice to sit upon the joint Overview and Scrutiny Committee.

Working Groups

The Chief Executives of each of the partner local authorities shall determine the membership of the Working Groups. For SGF business, this will be undertaken in consultation with the LEP Executive.