

PARTNERSHIP FOR URBAN SOUTH HAMPSHIRE (PUSH) – CHANGES TO CONSTITUTIONAL ARRANGEMENTS

1. SUMMARY

- 1.1 The purpose of this paper is to consider a proposal for a revised constitution for the Partnership for Urban South Hampshire (PUSH). The Cabinet are asked to decide whether the New Forest should continue to be a member of PUSH with regard to joint executive functions and make a recommendation about the continued involvement of the Council.

2. BACKGROUND

- 2.1 The current partnership arrangements commenced in November 2007 with the confirmation of the Joint Committee as the decision making body. The PUSH Joint Agreement introducing this and other constitutional arrangements was completed on 15 August 2008 after it had been signed by all participating authorities.
- 2.2 The organisational structure of PUSH has developed further over time, in the light of experience in operating the Partnership, and evolving needs. PUSH governance arrangements were approved by the Joint Committee on 18 November 2008 and revised Financial Protocols have improved the governance of budget and financial management and transactions.
- 2.3 At the end of September 2010, New Forest District Council gave notice that it was reviewing its continued involvement in PUSH in the light of the financial climate and changing governance arrangement both regionally and nationally.
- 2.4 Following the withdrawal of Hampshire County Council a revised constitution has been prepared which requires all councils involved to make decisions over their continued membership.

3. REVISED CONSTITUTION

- 3.1 The PUSH Joint Committee met on 11 January 2011 to consider a report of the PUSH Monitoring Officer and Chief Executive on proposed revisions to the PUSH constitutional arrangements. The Joint Committee is constituted of the Leaders or their representatives of all the local authorities constituting PUSH.
- # 3.2 A copy of the proposed new constitution is attached at Appendix 1 to this report. As well as catering for the withdrawal of Hampshire County Council, this version also removes the wording that gave a veto to the unitary authorities. All decisions will now be by single majority vote.

4. FINANCIAL/ENVIRONMENTAL/EQUALITY AND DIVERSITY IMPLICATIONS

- 4.1 The direct cost of PUSH membership is in the order of £13,000 per annum.

5. PORTFOLIO HOLDER COMMENTS

- 5.1 The Policy and Resources Portfolio Holder recommends that the Council ceases its membership of PUSH.

PUSH was formed with the twin key purposes of promoting economic growth within the sub-region and putting forward an evidence based case regarding new housing growth allocations required to meet economic growth aspirations during the formulation of the South East Plan.

With the Coalition Government's intention to abolish Regional Plans and the ongoing formation of Local Enterprise Partnerships to promote economic growth, PUSH is no longer the best delivery vehicle to meet the Council's objectives. The withdrawal of Hampshire County Council from PUSH means that a key infrastructure planning and delivery partner is no longer engaged through this mechanism.

Partnership working remains vital to ensure economic growth, not only within the PUSH boundary, but throughout the District. The Hampshire Senate and HIOWLGA, both supported by key partners and neighbouring authorities, are a more appropriate vehicle to deliver our economic growth aspirations and other shared objectives.

6. LEGAL IMPLICATIONS

- 6.1 The Partnership for Urban South Hampshire is constituted under the Local Government Act 1972 and 2000, the joint arrangements entered into, which include the Terms of Reference for the Joint Committee as well as the Overview and Scrutiny Joint Committee will require proposed amendment by virtue of this report, if it is endorsed by all the Constituent Local Authorities comprising PUSH.

7. RECOMMENDATIONS

- # 7.1 The Cabinet is asked to consider whether they wish to continue to be a member of PUSH and make a recommendation to the Council about our involvement.

For Further Information Please Contact:

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Background Papers:

DRAFT

DATED

2011

**East Hampshire District Council
Eastleigh Borough Council
Fareham Borough Council
Gosport Borough 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 and Isle of Wight
[“PUSH”]**

Mark R Heath
Solicitor to the Council
Southampton City Council
Civic Centre
Southampton
SO14 7LT

RECITALS

1. The Parties to this Agreement are all Local Authorities who have joined together to form the Partnership for Urban South Hampshire and Isle of Wight (hereinafter referred to as "PUSH"), the purpose of which is to promote sustainable, economic-led growth and development of South Hampshire 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. 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. Havant Borough Council of, Civic Centre Road, Havant, Hampshire PO9 2AX
- f. Isle of Wight Council, County Hall, High Street, Newport, Isle of Wight, PO30 1UD
- g. New Forest District Council, Appletree Court, Beaulieu Road, Lyndhurst, SO43 7PA;
- h. Portsmouth City Council of Civic Offices, Guildhall Square, Portsmouth, Hampshire, PO1 2BG

- i. Southampton City Council of Civic Centre, Southampton, Hampshire S014 7LY
- j. Test Valley Borough Council of Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ
- k. 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.

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

6. Principles and Key Objective

- 6.1 The Parties agree to establish and participate in a Partnership to be known as “Partnership for Urban South Hampshire” (“PUSH”).
- 6.2 The Key Objectives for PUSH are as set out in Appendix 2.

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

- 7.1 The Governance Structures, Joint Committee and Working Group shall be established as set out in Appendix 3. The Joint Committee may set up and/or vary any sub-committees or working parties at any time.

- 7.2 The membership of the Governance Structures, Joint Committee and Working Group shall be as laid out in Appendix 4. Any proposed change to membership shall be treated as a variation in accordance with Clause 18.

8. Decision Making

- 8.1 A Joint Committee will be established with the terms of reference, membership and constitutional arrangements as set out in Appendices 3 and 4.
- 8.2 This Joint Committee will be administered by the relevant Lead Authority appointed in accordance with Clause 12 of this agreement. The constitutional arrangements for this Joint Committee 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 Decisions shall be made by a simple majority vote.
- 8.4 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 3 and 4. 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 PUSH shall appoint one of the Parties to provide the services of legal adviser to the Partnership 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 PUSH 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. 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.

10. Financial Commitments of the Parties

- 10.1 The financial contributions of the parties shall, unless or until varied by the Joint Committee, be apportioned based on the proportions set out in the PUSH Cost Share Model Table set out below:

PUSH Cost Share Model

Authority	Population Strategic	Strategic Popn. %	Population Local	Local Popn. %	Weighted %
Southampton CC	217,445		217,445		
Portsmouth CC	186,701		186,701		
Isle of Wight Council	139,482		139,482		
Eastleigh BC	-		116,169		
Fareham BC	-		107,977		
Gosport BC	-		76,415		
Havant BC	-		116,849		
Test Valley DC	-		43,160		
East Hampshire DC	-		15,191		
Winchester DC	-		16,831		
New Forest DC	?		?		
Total					

11. Staff and key representatives

- 11.1 When any Party agrees to undertaking work at the request of PUSH, the staff of the Party undertaking such work shall be considered to be seconded to PUSH.
- 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 the Joint Committee.
- 12.2 In the event of an authority being appointed as Lead Authority by PUSH, subject to any terms, conditions, limitations or caveats, the Lead Authority shall:
- a. act as agent for PUSH 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 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 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 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 in the course of or for the purpose of doing the activities agreed by PUSH 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.

13. Termination and Withdrawal

- 13.1 PUSH recognises 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 the Isle of Wight Council, Portsmouth City Council or Southampton City Council withdrawing from PUSH 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 the Isle of Wight Council, Portsmouth City 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.

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

14.2 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.

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 PUSH (as compared to information held by the Parties to this Agreement).

15.3 Subject to any legal obligations either arising upon the Parties and/or PUSH, information supplied by the Parties or third parties shall, unless agreed by PUSH, 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 Committee and/or under this Agreement and /or where acting as Lead Authority .

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 Committee 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 Committee 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. It is expected that this Agreement will have a lifespan of no more than two years, and will formally be reviewed by PUSH by December 2007 with a view to taking on board the outcome of the Examination in Public and any legislative changes imminent or in place at that time.

18. Variations to this Agreement

This Agreement may at any time be varied or amended by the Monitoring Officer of PUSH following consultation with the Chief Executives of all the Parties. Following consultation if, in the Monitoring Officer's opinion, the matter is such that he feels it inappropriate to proceed under this provision, he may refer the issue either to the Joint Committee to make a recommendation to the constituent authorities, or to the relevant constituent authorities to make a decision direct. Any variation may be given effect by a notice issued by the Monitoring Officer to all the Chief Executives of 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 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 or facsimile transmission 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

Authorised Signatory _____
Eastleigh Borough Council

Authorised Signatory _____
Fareham Borough Council

Authorised Signatory _____
Gosport Borough Council

Authorised Signatory _____
Havant Borough District Council

Authorised Signatory
Isle of Wight Council

Authorised Signatory
New Forest District Council

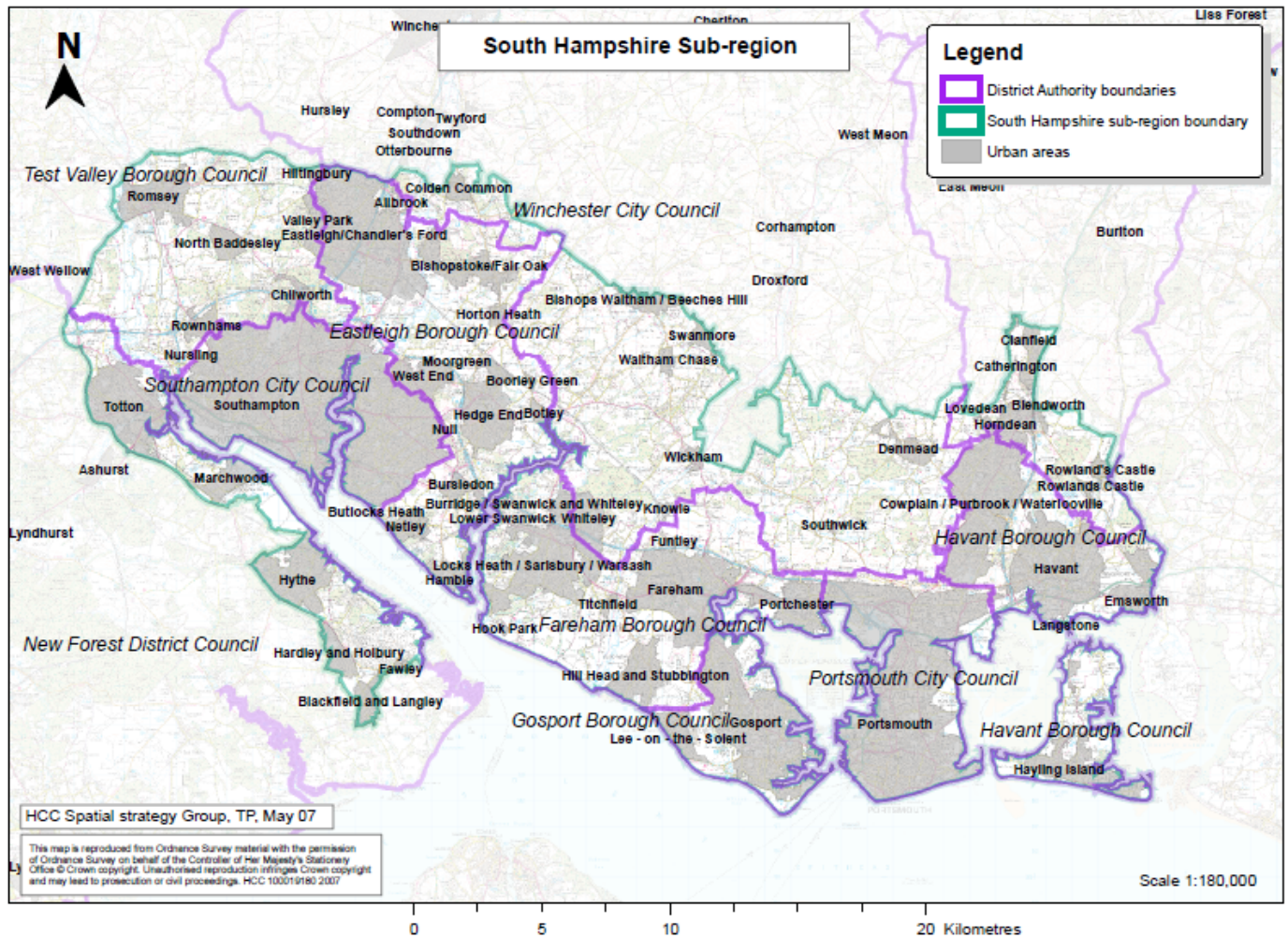
Authorised Signatory
Portsmouth City Council

Authorised Signatory _____
Test Valley Borough Council

Authorised Signatory _____
Winchester City Council

Authorised Signatory _____
Southampton City Council

PUSH AREA –(DN – New map with IOW required)



KEY OBJECTIVES OF PUSH

The Partnership for Urban South Hampshire was formed to deliver regeneration of the core urban areas in south Hampshire, focused on the cities of Portsmouth and Southampton. The adjoining older urban areas 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 hinterland must form the basis for the proper planning of the south Hampshire sub region; which must also be seen in the wider Hampshire context.

PUSH has pursued an economic regeneration/urban renaissance-driven strategy which SEERA adopted in crafting the SE 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.

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 south Hampshire, which is dependent on economic prosperity, adequate provision of and access to housing, and maintenance of the sub regional environment.

The key objectives for PUSH are as follows, most of which were reflected in PUSH's sub-regional strategy submitted as advice to SEERA, but now include the outcomes from the new Economic Development Strategy (adopted 2010). This sets out our ambitions for the PUSH area in the light of substantial changes to the economic and policy environment since we developed our previous strategy,

:

- 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, water supply and waste water treatment, social and community facilities, education and healthcare provision and green infrastructure) to support new development and addressing existing infrastructure deficits;
- Securing a realistic and sustainable level of economic growth, with a target for GVA growth for 2% average annual GVA growth over the period 2006-26
- Delivering “Smart Growth”, based on increased productivity and economic activity rates, principally delivered through enhanced workforce skills and training for the indigenous labour force and population;
- 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 in the South East, 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 south Hampshire and securing the participation and engagement of communities of place and interest, including the private sector.

GOVERNANCE, JOINT COMMITTEE AND WORKING GROUPS

PUSH - TERMS OF REFERENCE FOR JOINT COMMITTEE OF PUSH

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).
- f. Decisions shall be made by a simple majority vote but to be effective must be supported by the representatives of the Isle of Wight Council, Portsmouth City Council and Southampton City Council (if in attendance) to be effective.

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

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 & IOW ? 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
<i>Generic Functions</i>	
Business Planning and Partnership Development	<ul style="list-style-type: none"> • 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 and IOW sub-regional strategy.

TABLE 1	
FUNCTION	SCOPE OF DELEGATION
	<ul style="list-style-type: none"> Engagement of other sectors and partners at the strategic level to support delivery of the business plan and PUSH strategy
Information, studies and analysis	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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
<i>Thematic Functions</i>	
Economic Development	<p>Economic stewardship and development activity benefiting the PUSH sub-region, in particular:</p> <ul style="list-style-type: none"> 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 range of topics

TABLE 1	
FUNCTION	SCOPE OF DELEGATION
	<ul style="list-style-type: none"> • Preparation of reports to inform monitoring, policy development and business planning
Housing	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 and IOW

**PUSH –
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 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.

TERMS OF REFERENCE FOR THE WORKING GROUP

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.
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.

MEMBERSHIP

Joint Committee

The Executive Leaders of each of the partner local authorities (the position in relation to Gosport is as advised by Gosport).

Joint Overview and Scrutiny Committee

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.