



Report to the Partnership for Urban South Hampshire Joint Committee

Date: 11 January 2011

Report of: **Solicitor to the Council, Southampton City Council (Monitoring Officer to Push)**

Subject: **Constitutional Arrangements**

SUMMARY

The purpose of this report is to provide the Joint Committee, in accordance with the Joint Agreement / Constitution for the Partnership for Urban South Hampshire (PUSH), with an opportunity to review and approve recommended changes to the Constitutional Arrangements for PUSH.

RECOMMENDATIONS

1. That the Joint Committee recommends that PUSH continues with revised membership (Hampshire County Council to leave and Isle of Wight Council join) from 1st April 2011;
2. That the Joint Committee notes that the New Forest District Council having served notice continue to reserve their rights to leave;
3. That the Joint Committee, having considered what future arrangements should apply for the discharge of the functions under this Agreement recommend agreeing to continue joint arrangements further to a revised Joint Agreement attached at appendix 1 from 1st April 2011;
4. That dependent upon New Forest District Council's decision, the Monitoring Office be given delegated authority to amend the Joint Agreement accordingly to reflect that decision;
5. That the Monitoring Officer be given delegated authority to fine tune the Joint Arrangement prior to it being entered into;
6. That Southampton be appointed as Lead Authority for financial matters in accordance with the Joint Arrangement with effect from 1st April 2011; and

7. That the PUSH Executive Director be given delegated authority, following consultation with the Chairman of the Joint Committee to finalise the arrangements in relation to any services delivered to PUSH.

INTRODUCTION

1. On 9 November, the Joint Committee noted that Hampshire County Council had given notice that it would cease its membership of PUSH on 31 March 2011.
2. They also noted that New Forest District Council had given notice albeit that their notice was conditional in that they were in effect reserving their right to decide.
3. Further, the Isle of Wight have given notice that they would wish to join PUSH.
4. PUSH is governed by a joint agreement entered into by all the parties which establishes not only the Joint Committee and the Joint Committee's terms of reference, but also the constitution of PUSH and provides for the arrangements whereby parties may withdraw from the agreement.
5. The agreement acknowledges that the success of the partnership depends upon the mutual co-operation of all the parties, and the withdrawal of any party may have repercussions for the remaining parties.
6. Any party other than Hampshire County Council, Portsmouth City Council or Southampton City Council withdrawing from PUSH may only do so at the end of a financial year and must give six months notice in writing of withdrawal to all other parties and indemnify the remaining parties for any expenses reasonably incurred by them as a consequence of their withdrawal.
7. In respect of Hampshire County Council, Portsmouth City Council or Southampton City Council, where one of the parties 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.

FUTURE ARRANGEMENTS AND REVISIONS TO THE JOINT AGREEMENT

8. Constitutionally, the Joint Committee should consider what future arrangements should apply for the discharge of functions by PUSH, including the extent to which the existing joint agreement could or should be revised.
9. The PUSH Executive Director and Monitoring Officer have discussed the issue and any revised constitutional arrangements, including the joint agreement in relation to PUSH with the Chief Executives.
10. Any changes need to not only reflect the changes in membership, but also the formation of the Solent LEP. In addition, the current financial climate make it essential that PUSH, and the costs of running PUSH are kept to the absolute minimum, by being 100% focussed on what PUSH can best achieve in this changing environment.
11. A fundamental requirement is therefore the need to slim down the operation of PUSH, with a focus on strategy and policy. It is expected that the LEP will, in time, take over significant aspects of delivery, in line with the increasing emphasis on private-sector led activity and the re-balancing of the economy.

12. It is therefore recommended that:
 - a) PUSH should continue albeit with revised membership;
 - b) That the constitutional arrangements should be amended to take account of the revised role for PUSH, and also to ensure that the Constitutional Arrangements are fit for purpose in working alongside the LEP.

LEAD AUTHORITY ROLES

13. Discussions are already taking place between Portsmouth and Southampton in relation to the functions previously discharged by Hampshire County Council, including HR and the Chief Financial Officer function.
14. Southampton will take over the lead authority for finance role. The Monitoring Officer role will remain with SCC.
15. Portsmouth will take on the lead role for support services including HR.

NEXT STEPS

16. This report sets out the proposed changes to the constitutional arrangements for PUSH. It has been shared between the Chief Executives and if approved by the Joint Committee, will need to be considered by each of the constituent authorities, and it is recognised that further work will be undertaken to reflect the inclusion of the Isle of Wight

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Appendices: A - [Revised draft Joint Agreement](#)

Background Papers: Current Joint Agreement relating to PUSH

Reference Papers: None

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