



Report to the Partnership for South Hampshire Joint Committee

Date: **14 October 2019**
Report of: **David Williams, Lead PfSH Chief Executive**
Subject: **PFSH JOINT AGREEMENT**

SUMMARY

At the June 2019 meeting of Joint Committee it was agreed that further work would be undertaken with Chief Executives to consider Governance issues. The PfSH Chief Executives considered a number of issues at their most recent meeting and commissioned an update of the PfSH Joint Agreement (see Appendix A) to reflect this. If this is approved at Joint Committee, each Local Authority will then need to arrange for appropriate approval processes so that the document can be signed with the common seal.

RECOMMENDATIONS

It is RECOMMENDED that the Joint Committee: -

- a) APPROVES the proposed Joint Agreement attached as Appendix A; and
- b) AGREES that the Monitoring Office is authorised to make minor drafting arrangements to the approved Agreement in consultation with the PfSH Chairman.

1) **Background**

- 1.1 The Joint Committee in June 2019 considered a number of issues around the future arrangements of PfSH. Joint Committee agreed that:
- PUSH (now PfSH) should continue with its key objectives, being a clear focus on planning, housing delivery, infrastructure and the contribution to sustainable growth in South Hampshire
 - the membership of PfSH should reflect the South Hampshire geography
 - the two National Parks should be invited to join PfSH
 - the word 'Urban' be removed from the Partnership's title as this no longer reflected the make-up of the authorities within PUSH. It was agreed that the name should be changed to the 'Partnership for South Hampshire'
 - the business plan should be amended to reflect the MHCLG housing number methodology; the New Forest Mitigation work that is underway; and that Climate Change should be an additional focus for PfSH
 - subscriptions should be levied annually to cover core administrative costs with Business Plan project work funded "according to organisation participation".
 - 5 meetings of the Joint Committee will be scheduled per year
 - the veto of Hampshire County Council, Portsmouth City Council and Southampton City Council would be maintained
 - that the Overview and Scrutiny Committee be consulted on their future arrangements with the view that they should decide the way that they wished to work.
- 1.2 The most recent PfSH Chief Executives' meeting considered a number of other issues to finalise the Governance Review and agreed some further proposals which are highlighted below. The meeting also heard that the New Forest National Park Authority had decided to take up membership of PfSH whilst the South Downs National Park authority felt that with so little of its geography within the South Hampshire area it was not appropriate for them to join. The proposals above, and those discussed at the PfSH Chief Executives' meeting have been incorporated into a revised Joint Agreement (attached). This was prepared under the direction of the PfSH Monitoring Officer, and Joint Committee are asked to approve the draft Agreement. If this is approved each Local Authority will need to arrange for the document to be signed with the common seal.
- 1.3 In addition to the changes to the operation of PfSH, it is necessary to amend the Joint Agreement to reflect the fact that the Isle of Wight is no longer a member of PfSH and that the New Forest National Park Authority is now a member of PfSH. The previous Joint Agreement was also a combined Joint Agreement with the Solent Growth Forum Joint Agreement; with the Isle of

Wight leaving PfSH the Solent LEP have made alternative arrangements for scrutiny and so there is a need to separate out the two agreements. Whilst the 2015 version of the Joint Agreement was approved at Joint Committee it was not formally approved by all the Local Authorities at the time.

1.3.1 Funding

The Joint Agreement should detail the proportions that each authority should pay towards the core costs rather than the actual amount. The subscription will then be based on the proportion of these core costs. These proportions are shown below:

Authority	%
Southampton City Council*	13.0%
Portsmouth City Council	19.5%
Hampshire County Council	28.2%
Eastleigh Borough Council	6.5%
Fareham Borough Council	6.5%
Gosport Borough Council	4.3%
Havant Borough Council	6.5%
Test Valley Borough Council	2.2%
Winchester City Council	1.1%
East Hampshire District Council	1.1%
New Forest District Council*	10.1%
New Forest National Park Authority	1.0%

* Southampton's proportion reflects that they provide financial and legal support for PfSH and the New Forest District Council proportion has been increased to reflect that the whole of the Local Authority is now within PfSH.

1.3.2 Veto

The June Joint Committee decided that the veto be kept. The way the agreement is currently worded means that if one of the three authorities with a veto does not turn up it is vetoing all decisions "made" at that meeting. It is proposed that this anomaly is removed, whilst still allowing a veto carrying council to veto a decision even if not present. The draft Joint Agreement now states:

8.3 Decisions shall be made by a simple majority but must include Hampshire, Portsmouth and Southampton to be carried and that power of veto can be exercised by any of them either;

8.3.1 at the meeting; or

8.3.2 in absentia as a written objection to a recommendation which shall be sent to the Chairman of PfSH Joint Committee and the Monitoring Officer at least 24 hours before the scheduled meeting.

1.3.3 Notice Periods and Indemnification

The Chief Executives considered the issues of notice periods and indemnification when authorities wished to leave PfSH. They were of the view

that the existing mechanisms, requiring both a notice period and indemnification, should remain. As was the case when the Isle of Wight decided to leave PfSH, it is possible for Joint Committee to waive either or both of these elements.

1.3.4 Chairing arrangements

The Chief Executives also considered chairing arrangements and in particular whether PfSH should mirror best practice approaches that are promoted by both the Financial Reporting Council (FRC)¹ and MHCLG², by having a limitation on the cumulative length of office of the chairman. With PfSH being a Joint Committee of Local Authorities, rather than a private entity, no changes are proposed to the chairing arrangements.

Conclusion

It is RECOMMENDED that the Joint Committee: -

- a) APPROVES the proposed Joint Agreement attached as Appendix A; and
- b) AGREES that the Monitoring Office is authorised to make minor drafting arrangements to the approved Agreement in consultation with the PfSH Chairman.

Background Papers:

- None

Reference Papers:

- None

Enquiries:

For further information on this report please contact:

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¹ <https://www.frc.org.uk/getattachment/88bd8c45-50ea-4841-95b0-d2f4f48069a2/2018-UK-Corporate-Governance-Code-FINAL.pdf> <https://www.frc.org.uk/getattachment/61232f60-a338-471b-ba5a-bfed25219147/2018-Guidance-on-Board-Effectiveness-FINAL.PDF>

²

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/768356/National_Local_Growth_Assurance_Framework.pdf

Draft PfSH Joint Agreement

RECITALS

1. The Parties to this Agreement are all Local Authorities who have joined together to form the Partnership for South Hampshire (hereinafter referred to as “PfSH”), the PfSH boundary is a functioning economic area representing the travel to work area for the South Hampshire economy and additional areas in the New Forest. The purpose of PfSH 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 PfSH 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 PfSH and to confirm the arrangements for the PfSH Joint Committee. 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. New Forest National Park Authority of Lymington Town Hall, Avenue Road, Lymington, SO41 9ZG

- i. Portsmouth City Council of Civic Offices, Guildhall Square, Portsmouth, Hampshire, PO1 2AL
- 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 "PfSH" means the Partnership for South Hampshire
- 4.3 "The PfSH Area" means the geographical area shown on the plan in Appendix 1
- 4.4 PfSH Joint Committee means the PfSH Joint Committee established in accordance with the provisions of this Agreement
- 4.5 "Key Objectives" means the Key Objectives for PfSH laid out in Appendix 2
- 4.6 "Lead Authority" means the local authority appointed by the Parties under this agreement to lead on a particular function in accordance with Clause 12.
- 4.7 "Monitoring Officer" means the officer so designated by the Lead Authority for the PfSH Joint Committee in matters of legal advice, or their appointed deputy.

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 objectives

- 6.1 The Parties agree to establish and participate in a Partnership to be known as ("PfSH").
- 6.2 The key objectives for PfSH are as set out in Appendix 2.

7. Governance structures, Joint Committee, Overview & Scrutiny and Chief Executives' Group Membership

- 7.1 The governance structures of the PfSH, Joint Committee, the Overview and Scrutiny Committee and the Chief Executives' Group shall be established as set

out in Appendices 3 and 4. The PfSH Joint Committee may set up and/or vary any sub-committees or working parties at any time.

- 7.2 The membership of the PfSH Joint Committee, Overview & Scrutiny Committee and Chief Executives' Group shall be as laid out in Appendices 3 and 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 The PfSH Joint Committee will be administered by the relevant Lead Authority appointed in accordance with Clause 12 of this agreement. The constitutional arrangements for the 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 but must include Hampshire, Portsmouth and Southampton to be carried and that power of veto can be exercised by any of them either;

- 8.3.1 at the meeting; or

- 8.3.2 in absentia as a written objection to a recommendation which shall be sent to the Chairman of PfSH Joint Committee and the Monitoring Officer at least 24 hours before the scheduled meeting.

- 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 The PfSH Joint Committee shall appoint one of the Parties to provide the services of legal adviser to the PfSH Joint Committee 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 PfSH Joint Committee shall appoint one of the Parties to provide the services of financial adviser to the PfSH Joint Committee 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 Unless or until varied by the PfSH Joint Committee, the annual financial contributions of the parties in relation to the PfSH Joint Committee shall cover the core costs of PfSH. This will be apportioned based on the proportions set out in the table set out below unless or until varied by the PfSH Joint Committee and will be collected by the Lead Financial Authority:

Southampton City Council	13.0%
Portsmouth City Council	19.5%
Hampshire County Council	28.2%
Eastleigh Borough Council	6.5%
Fareham Borough Council	6.5%
Gosport Borough Council	4.3%
Havant Borough Council	6.5%
Test Valley Borough Council	2.2%
Winchester City Council	1.1%
East Hampshire District Council	1.1%
New Forest DC	10.1%
New Forest NPA	1.0%

10.2 In addition authorities may be asked to pay for additional work required to advance or achieve the Key Objectives, as part of PfSH, on a buy-in basis as the PfSH Joint Committee may from time to time determine.

11. Staff and key representatives

11.1 When any Party agrees to undertake work at the request of PfSH the staff of the Party undertaking such work shall be considered to be seconded to PfSH.

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 PfSH Joint Committee.

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

- a. act as agent for PfSH Joint Committee 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 PfSH Joint Committee 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 PfSH Joint Committee 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 PfSH Joint Committee 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 PfSH Joint Committee in the course of or for the purpose of doing the activities agreed by PfSH Joint Committee 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 reasonably necessary to enable the Lead Authority to discharge the functions as assigned to them by PfSH Joint Committee.

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

14.2 Subject to 14.1 above 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 (including GDPR), 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 PfSH Joint Committee (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 PfSH Joint Committee, information supplied by the Parties or third parties shall, unless agreed by PfSH Joint Committee, 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.

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 PfSH 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 PfSH 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 in respect of any liability arising out of or in connection with the carrying out of its duties detailed within Clause 12.2 on a 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

- 17.1 This Agreement may be reviewed at any time by agreement between the Parties or upon the request of the Monitoring Officer.

18. Variations to this Agreement

- 18.1 This Agreement may at any time be varied or amended by the Monitoring Officer 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

- 19.1 Each of the Parties shall ensure that they have a sufficient policy of insurance as may reasonably be required (acknowledging that in some circumstances the Parties may self-insure) for any work that they undertake on behalf of PfSH for the duration of this agreement and for a period of six years after termination of this Agreement (in respect of antecedent breaches only).

20. Severability

- 20.1 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

- 21.1 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

22.1 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

23.1 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, to the addresses set out in Clause 3, or by an email to the Monitoring Officer (provided a receipt or acknowledgement is given), 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 successful 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

24.1 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

25.1 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

26.1 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

27.1 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

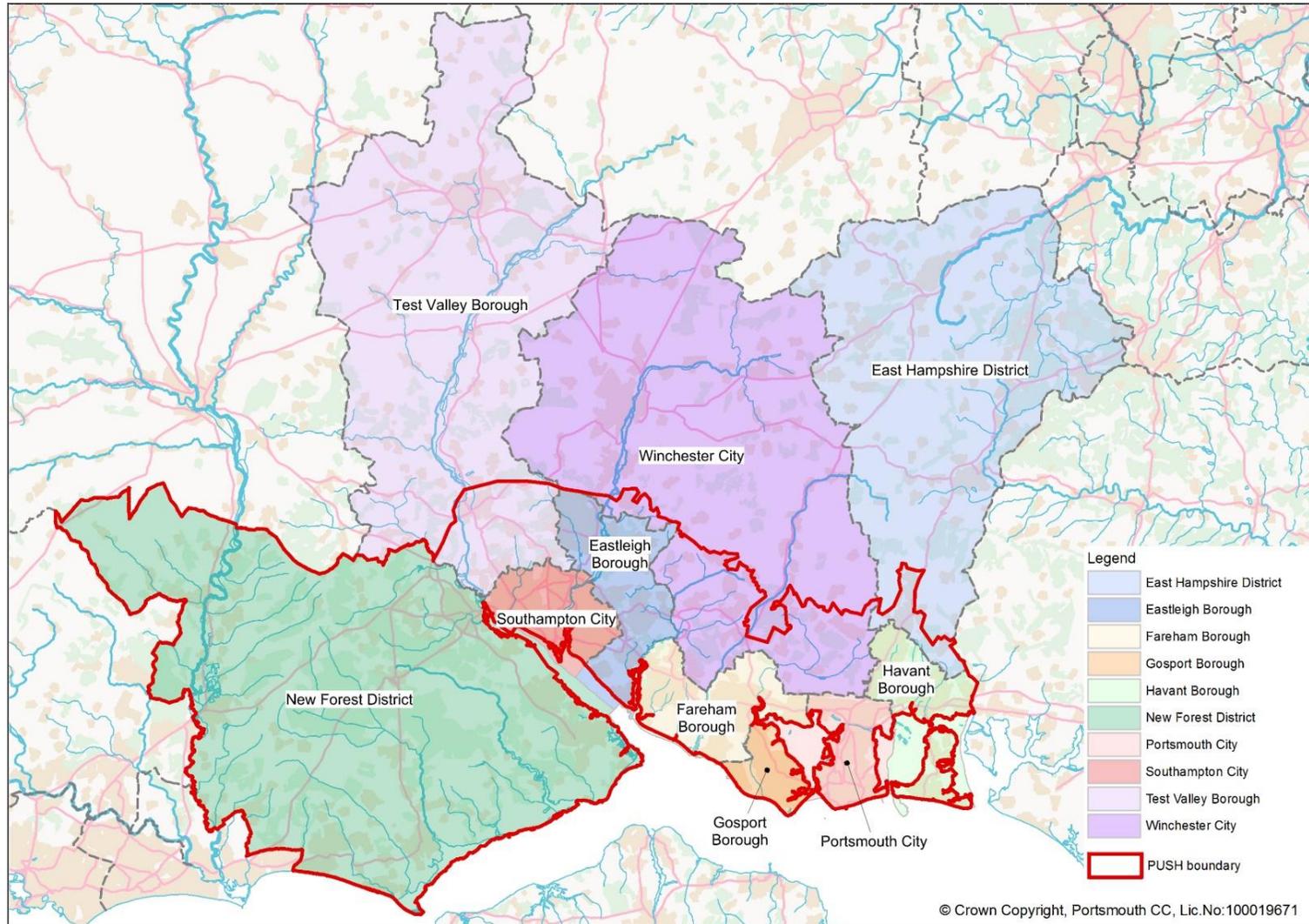
28.1 The following clauses shall survive the expiry or termination of this Agreement

- 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

29.1 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.

APPENDIX 1 - MAP OF PFSH AREA



Appendix 2 - PfSH Objectives

The key role for PfSH in the current sub-regional framework can now be summarised as follows:

- Productivity and quality of life
- Providing the planning and environmental policy input to a triumvirate of sub-regional leadership organisations alongside the Solent LEP and Solent Transport
- Working together to form an evidence base to support Local Plan work
- 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;
- Working with others to understand the infrastructure needed to support growth and to secure necessary and timely enhancements to infrastructure (covering transport, energy, flood protection, air quality, 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;
- Adopting an evidence base to support a strong policy protection for strategic gaps (possibly with green belt designation), 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 PfSH area;
- Working collectively to deal with climate change issues and make sure that the South Hampshire area is doing what it can help to help support this international agenda
- 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 leadership, management and delivery of the vision and spatial planning for the sub-region and securing the participation and engagement of communities, and which recognises the key role of the private sector in delivering growth.
- Working with partner agencies to lobby on behalf of the South Hampshire area and also to influence local agencies so that they help achieve the aims of PfSH.

Appendix 3 - Governance, Joint Committee and Terms of Reference

PfSH - TERMS OF REFERENCE FOR PfSH 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 may be 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). The representative may send an authorised substitute if he/she is not able to attend

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 prepare and recommend a Business Plan and budget to each Party for their approval and following receipt of such approval to implement the approved 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 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 PfSH for consideration in the Draft 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 PfSH 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 PfSH's functions in implementing the 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 PfSH Joint Committee agenda shall be determined by the PfSH Coordinator in consultation with the Chairman

FUNCTIONS DELEGATED BY THE PARTIES TO THE PARTNERSHIP FOR SOUTH HAMPSHIRE (PfSH) JOINT COMMITTEE

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

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

<ul style="list-style-type: none"> • A commitment to partnership and joint working <p>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.</p>
<ul style="list-style-type: none"> • Subsidiarity <p>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 sub-regional level, or that may have impacts or require a response on cross-boundary basis, should be led by PfSH.</p>
<ul style="list-style-type: none"> • Geographical limitations <p>PfSH would have no jurisdiction or responsibilities outside of its boundaries, unless expressly agreed between PfSH and the relevant local authority or statutory agency.</p>
<ul style="list-style-type: none"> • Functional limitations <p>PfSH will only do the things that authorities collectively agree that it should do. This needs to be applied flexibly to allow for innovation, responsiveness and maximising opportunities.</p>
<ul style="list-style-type: none"> • Collective responsibility <p>The member authorities will be collectively responsible and mutually accountable for delivering PfSH's objectives, strategy and activities.</p>

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 ONE	
FUNCTION	SCOPE OF DELEGATION
Generic Functions	
Business Planning and Partnership Development	<ul style="list-style-type: none"> • Development, performance management, monitoring and evaluation of the PfSH business plan and its implementation • Ongoing monitoring of key indicators

	<ul style="list-style-type: none"> • Development, design and negotiation of longer-term delivery arrangements for South Hampshire sub-regional strategy • Engagement of other sectors and partners at the strategic level to support delivery of the business plan and PfSH strategy
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TABLE ONE	
FUNCTION	SCOPE OF DELEGATION
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 and 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 PfSH 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 PfSH'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 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	<p>Economic stewardship and development activity benefitting the PfSH 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 • Preparation of reports to inform monitoring, policy development and business planning

TABLE ONE	
FUNCTION	SCOPE OF DELEGATION
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 sub-regional housing strategy • Leading engagement with Housing Corporation/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 PfSH 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, e.g. 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

**TERMS OF REFERENCE FOR JOINT OVERVIEW AND SCRUTINY COMMITTEE
OF PfSH 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 PfSH Joint Committee such functions as are within the Panel's terms of reference (set out below).
- c. 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 PfSH Joint Committee decisions.
2. To scrutinise in particular the PfSH draft and approved 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 PfSH Joint Committee Business only.

APPENDIX 4: MEMBERSHIP

PfSH 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. To support the Chairman in their role, a Deputy Chairman shall be appointed.

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.

PfSH Chief Executives' Group

The Chief Executive of each Party, or their nominated representative, will be invited to attend the PfSH Chief Executives' Group. If the representative is not able to attend he/she can arrange for a substitute to attend. Other representatives may be invited to attend the meeting as the group deem necessary.