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## MINUTE OF AGREEMENT

AT EDINBURGH the Seventh day of May Nineteen hundred and ninety eight

the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:-

MINUTE OF AGREEMENT

among

East Dunbartonshire council, City of Glasgow Council, Inverclyde Council

North Lanarkshire Council, South Lanarkshire Council, East

Renfrewshire Council, Renfrewshire

Council and West Dunbartonshire

Council all incorporated by the Local

Government etc. (Scotland) Act, 1994

(and all hereinafter referred to as

"the Member Councils")

1- In terms of the Designation of Structure Plan Areas (Scotland) order 1995 the districts of the Member councils are designated as the Glasgow and the Clyde Valley Structure Plan Area.

2. In accordance with Section 4A of the Town and Country Planning

(Scotland) Act 1972 ("the 1972 Act") the Member Councils have agreed to appoint a Joint Committee for the purpose of carrying out the functions conferred upon them under sections. 4, 5, 6, 6A and 8 of the 1972 Act and have each passed the necessary resolution for giving effect to this Agreement.

3. The Member Councils have agreed to enter into this Agreement for their respective interests.

NOW THEREFORE it is hereby agreed and declared:-

1. Interpretation

1.1. words importing the masculine gender only shall include the feminine gender and vice versa.

1.2. Words importing the singular number only shall include the plural number and vice versa.

2. Constitution of the Joint Committee

### Constitution

2.1 The Member Councils hereby agree to combine for the purpose of jointly carrying out the functions conferred upon them under Sections 4, 5, 6, 6A and 8 of the 1972 Act and for this purpose agree to set up a Joint Committee which shall be known as Glasgow and "the Clyde Valley Structure Plan Joint Committee" (referred to herein as "the Joint Committee") and which shall consist of sixteen members.

### Appointment of Members by the Member Councils

2.2.1 Each of the Member Councils shall appoint two members to the Joint Committee in accordance with the provisions of this Clause. (Such members are referred to herein as "Local Authority Members").

2.2.2 Each of the Member Councils shall appoint the first Local Authority Members before or at the meeting at which approval is given to this Agreement and such Local Authority Members shall, subject as hereinafter provided, continue in office until they are re-appointed or replaced by the Member Councils. Each of the member Councils, following an

Ordinary Election, shall, as soon as practicable thereafter, appoint or re-appoint Local Authority Members to the Joint Committee who shall hold office until they are re-elected or replaced by the Member Councils.

2.2.3 A Local Authority Member shall cease to be a member of the Joint Committee when he ceases to be a member of the member Council which appointed him or on the appointment by that Member Council of another Local Authority Member in his place, whichever shall first occur.

#### Appointment of Convener

2.3 Subject to the provisions of Clause 2.4.2 and 2.4.3 hereof, the joint Committee shall elect biennially a Convener and Vice-Convener from its Local Authority Members both of whom shall continue in office until the first meeting of the Joint Committee which takes place after First April in the second year following their election. In the case of the first Convener and Vice-Convener they shall continue in office to the first meeting of the Joint Committee which takes place after First April Nineteen hundred and ninety eight unless they cease to be a Local Authority Member in terms of paragraph 2.2.3 above.

#### Casual Vacancies

2.4.1 Where a casual vacancy occurs in the case of a Local Authority member of the Joint Committee, the Member Council which appointed the Local Authority Member shall appoint a new member.

2.4.2 Where a vacancy occurs in the case of the Vice-Convener, the Joint Committee shall appoint a new Vice Convener at the next or subsequent meeting of the Joint Committee who shall continue in office until the previously anticipated expiry of the outgoing Vice-Convener's term of office.

2.4.3 When a vacancy occurs in the of Convener, the Vice-Convener shall assume the office of Convener in succession to the previous Convener and shall continue in office until the previously anticipated expiry of the outgoing Convener's term of office.

#### Quorum

2.5 The quorum of the Joint Committee shall be four Local Authority Members provided that not less than four of the Member Councils are represented.

#### Procedures

2.6 The Joint Committee shall adopt Standing orders relating to proceedings at its meetings.

#### Clerk and Treasurer

2.7.1 The Joint Committee shall from time to time invite one of the member Councils to appoint an appropriate senior officer to act as Clerk to the Joint Committee. Similarly, the Joint Committee shall invite one of the Member Councils to appoint an appropriate senior officer to act as Treasurer to the Joint Committee. The Clerk and Treasurer shall continue in their respective offices until their employers or the Joint Committee shall otherwise determine. The relevant employing Member Councils costs arising from the duties undertaken by the Clerk and Treasurer shall be reimbursed to it by the Joint Committee "as provided for in clause 5 hereof".

2.7.2 The procedures to be established under Clause 2.6 of this Agreement shall include Standing Orders with respect to contracts made on behalf of any of the Member Councils by the Clerk to the Joint Committee for the supply of goods or the provision of services. Such Standing Orders shall be the subject of consultation and approval by the Member Councils.

#### Meetings

2.8 The Joint Committee shall meet not less than four times during each year. The Convener of the Joint Committee, in consultation with the aftermentioned Chair of the Officers Steering Group, shall fix the date, time and place of meetings, subject to any previous agreement by the Joint Committee.

### 3. Aims and Objectives of the Joint Committee

The aims and objectives of the Joint Committee shall be as follows:-

- (a) To prepare, monitor and keep under review the Structure Plan for the Glasgow and the Clyde Valley Structure Plan Area on behalf of the Member Councils.
- (b) To advise and make recommendations to the Member Councils on the policy content of the Glasgow and the Clyde Valley Structure Plan (referred to herein as 'the Structure Plan'), including the approval of the Structure Plan by the Member Councils, its submissions to the Secretary of State for Scotland, its final approval, and its subsequent monitoring and review.
- (c) To receive reports from the Member Councils on conformity of Local Plans with the Structure Plan according to a Scheme to be agreed amongst the Member Councils.
- (d) To receive reports from the Member councils on development control matters of strategic importance, according to a Scheme to be agreed by the Member Councils.
- (e) To liaise with and make representations to Central Government, Scottish Enterprise, Local Enterprise Companies and other bodies as necessary on matters of relevance to structure planning in the Glasgow and the Clyde Valley Structure Plan Area.
- (f) To respond to and comment upon Structure Plans, planning applications and other development proposals submitted to the Joint Committee for comment by adjoining Councils.
- (g) To take such other action as may be necessary from time to time to sustain the policies contained in the Structure Plan and contribute to the economic, social and environmental regeneration of Glasgow and the Clyde Valley.

The joint Committee is empowered to do anything which is calculated to facilitate, or is conducive or incidental to the discharge of any of the aforesaid aims and objectives.

#### 4. Delegation of Functions

##### Delegation to the Joint Committee

4.1 The Member Councils hereby delegate to the Joint Committee the power to discharge the functions conferred upon the Member Councils under Sections 4, 5, 6, 6A and 8 of the 1972 Act. The delegation hereby granted shall not prevent any or all of the Member Councils from discharging the said functions.

##### Financial Arrangements

##### Allocation of Expenditure

5.1 Each of the Member Councils shall pay a one-eighth share of the whole expenditure and costs under this Agreement.

##### Joint Committee Budget

5.2.1 Not later than Thirtieth September in each year the Joint Committee shall prepare and submit to each of the Member Councils draft estimates of any capital expenditure and net expenditure on revenue accounts for the year from First April following.

5.2.2 In determining to approve or otherwise the budget of income and expenditure the Joint Committee shall take into account any observations by Member Councils on the said estimates. Such observations shall be made before Thirtieth November. When the budget has finally been approved by the Joint Committee, the Joint Committee shall so inform the Member Councils by Fifteenth January and certify the proportion of the estimated expenditure falling to be defrayed by each of the Member Councils in accordance with the provisions of Clause 5.1 hereof. In the event of the Joint Committee agreeing to incur capital expenditure, each of the Member Councils will use its reasonable endeavours to preserve, for the purpose of Section 94 of the Local Government (Scotland) Act, 1973 the required consent to their proportion of the approved capital expenditure. Each of the Member Councils shall, during each yearly period from

First April to Thirty first March of the following year, pay to the Joint Committee instalments in accordance with a Scheme to be prepared by the Treasurer and approved by the Joint Committee.

5.2.3 All monies due to the Joint Committee shall be held by the Treasurer who shall make payments as required by the Joint Committee.

### Accounts

5.3 The Treasurer shall prepare Accounts of the Joint Committee annually to thirty first March and submit them to the Joint Committee no later than Thirty first August following. The accounts shall be audited in accordance with the provisions of Section 96 of the Local Government (Scotland) Act, 1973 and the accounts shall be submitted to the member Councils after formal submission to and approval by the Joint Committee after completion of the audit.

### Financial Plan

From, and including, the second financial year (1997/98) the Joint Committee shall be entitled to submit to the Member Councils a Financial Plan setting out a proposed programme of capital expenditure for the following five years (or other appropriate period), and the Member Councils shall have regard to it when preparing their own Financial Plans.

## 6 Administrative Arrangements

### Structure Plan Manager and Staff

6.1.1 The Joint Committee shall have power to appoint a Structure Plan Manager and such supporting staff as is considered appropriate (the Structure Plan Manager and supporting staff being referred to herein as the "Core Team").

6.1.2 The Core Team shall provide a Structure Planning service as directed by the aftermentioned Steering Group.

### Steering Group

6.2 The Joint Committee shall be supported by a Steering Group comprising the Chief Planning Officers (or their representatives) of each of the member councils and the structure Plan manager or his representative (referred to herein as "the Steering Group"). The Steering Group will from time to time appoint one of its members as Chair to the Steering Group (referred to herein as "the Chair"). The Steering Group will meet regularly (at least four times each year) to consider, inter alia, Structure Plan Reviews, consultations and reports, to be presented to the Joint Committee, and the work programme for Structure Planning to be undertaken by the Core Team and within each authority.

### Secondment of Staff

6.3 The Member Councils shall use their reasonable endeavours to meet any request from the Structure Plan Manager or the Joint Committee for the secondment of appropriate/relevant staff for the purpose of assisting the preparation of the structure plan, its updates and review. Any such secondment shall be on such terms as may be agreed between the Member Council and the Joint Committee.

### Employing Authority and other Administrative Arrangements

6.4 The Renfrewshire Council shall employ and provide Personnel services for the Core Team and make provision for all necessary office accommodation and ancillary services, including transport and insurance. Other administrative tasks will be carried out by the Member Council whose employee for the time being has been appointed as Clerk to the Joint Committee. The Joint Committee shall pay to the Renfrewshire Council the total costs reasonably incurred by the Renfrewshire Council in connection with the employment of the Core Team, including costs arising from termination of employment, or termination of the Joint Committee including without prejudice to the foregoing, any costs arising on redundancy or any unfair dismissal.

### Arrangement of Services

6.5 When considering the arrangement of services, the Joint Committee shall have regard to the capabilities of the Service Departments of the Member Councils and in the event of the Joint Committee seeking the assistance of any of

the Member Councils, the Council concerned shall not unreasonably withhold such assistance. The Joint Committee shall pay appropriate fees for any such assistance given, if so required.

#### Annual Report

6.6 The Joint Committee shall prepare an annual report on its work to each of the Member not later than Thirty first August in the following financial year.

#### 7. Miscellaneous

##### Commencement and Variation

7.1 This Agreement shall be deemed to have commenced and taken on Sixteenth January Nineteen hundred and ninety six notwithstanding the date or dates hereof and may be varied only by supplementary written agreement by all the parties.

##### Withdrawal of a Party to Agreement

7.2 Withdrawal may be made from this agreement on Thirty first March in any year by any of the Member Councils serving upon the Joint Committee not less than two years notice to be served in like manner as a notice served under Section 190 of the Local Government (Scotland) Act, 1973. Such withdrawal shall not affect the obligation of the party or parties withdrawing to pay their share of the costs due under this Minute of Agreement, including prejudice to the foregoing generality, their allocation of the costs of the Core Team any seconded staff and their contributions to the budgets of the Joint Committee for the next two financial years following the date of service of Notice.

##### Arbitration

7.3 Any dispute among the Member Councils shall be determined by an arbiter mutually agreed whom failing by an arbiter appointed by the Sheriff of North Strathclyde at Paisley on the written application of any of the parties. The decision of any such arbiter shall be final and binding on the parties.

And the parties hereto consent to the registration hereof for preservation:

Legal Blurb.