

## MINUTE OF AGREEMENT

among

East Dunbartonshire Council, East Renfrewshire Council, Glasgow City Council, Inverclyde Council, North Lanarkshire Council, Renfrewshire Council, South Lanarkshire Council and West Dunbartonshire Council all incorporated by the Local Government etc. (Scotland) Act 1994 (and all hereinafter referred to as “the Member Councils”).

### WHEREAS:

1. In terms of The Strategic Development Planning Authority: Designation (No. 1)(Scotland) Order 2008 (“the 2008 Order”), the Member Councils are designated a group of planning authorities which are jointly to prepare and keep under review a Strategic Development Plan for a strategic development plan area.
2. The Member Councils have agreed that the Strategic Development Planning Authority designated under the 2008 Order shall be known as “The Glasgow and the Clyde Valley Strategic Development Planning Authority”.
3. The Member Councils have agreed to appoint a Joint Committee for the purpose of representing them in carrying out the functions conferred upon them under Sections 4 to 14 of the Town and Country Planning (Scotland) Act 1997 as amended by the Planning etc (Scotland) Act 2006 (“the Joint Committee” and “the 1997 Act” respectively) and have each passed the necessary resolution for giving effect to this Agreement.
4. 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 **Definitions**

In this minute of agreement, the following words have the following meanings:

Convener – the Convener of the Joint Committee appointed by the Joint Committee.

Vice-Convener – the Vice-Convener of the Joint Committee appointed by the Joint Committee

Strategic Development Plan area – comprises the administrative boundaries of the eight Member Councils, with the exception of part of West Dunbartonshire which is covered by the Loch Lomond and the Trossachs National Park Authority.

## 3 **Constitution of the Joint Committee**

### Constitution

3.1 The Member Councils hereby agree that the Joint Committee shall consist of sixteen members (such members being referred to herein as “Local Authority Members”).

### Appointment of Members by the Member Councils

3.2.1 Each of the Member Councils shall appoint two Local Authority Members to the Joint Committee in accordance with the provisions of this Clause.

3.2.2 Each of the Member Councils shall appoint its first two 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-appointed or replaced by the Member Councils.

3.2.3 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 occur first.

### Appointment of Convener

3.3 Subject to the provisions of Clause 3.4.2 and 3.4.3 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.

### Casual Vacancies

3.4.1 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.

3.4.2 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.

3.4.3 When a vacancy occurs in the office 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

3.5 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

3.6 The Joint Committee shall adopt Standing Orders relating to proceedings at its meeting.

### Clerk and Treasurer

3.7.1 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 the relevant employing Member Council or the Joint Committee shall otherwise determine. The relevant employing Member Council's 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 6 hereof.

3.7.2 The procedures to be established under Clause 3.6 of this Agreement shall include Standing Orders with respect to contracts made on behalf of the Joint Committee 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 with and approval by the Member Councils and in line with financial regulations.

### Meetings

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

## **4. Remit of the Joint Committee**

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

- (a) to prepare, monitor and keep under review the Glasgow and the Clyde Valley Strategic Development Plan (referred to herein as "the Strategic Development Plan") for the Strategic Development Plan area on behalf of the Member Councils.

- (b) to advise and make recommendations to the Member Councils on the policy content of the Strategic Development Plan, including the approval of the Strategic Development Plan by Member Councils, its submission to the Scottish Ministers, its final approval and its subsequent monitoring and review.
- (c) to receive reports from the Member Councils on conformity of Local Development Plans with the Strategic Development Plan.
- (d) to receive reports as required from Member Councils on development management matters of strategic significance.
- (e) to liaise with and make representations to the Scottish Government, Scottish Enterprise and other bodies as necessary on matters of relevance to strategic development planning in the Glasgow and the Clyde Valley Strategic Development Plan area.
- (f) to respond to and comment upon Strategic Development Plans, planning applications and other development proposals submitted to this Joint Committee by adjoining authorities.
- (g) to take such action as may be necessary from time to time to sustain the development strategy contained in the Strategic Development Plan and contribute to the economic, social and environmental regeneration of the Glasgow and the Clyde Valley Strategic Development Plan area.

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 remit.

## 5. **Delegation of Functions**

### Delegation to the Joint Committee

5.1 The Member Councils hereby delegate to the Joint Committee the power to discharge the functions conferred upon the Member Councils under Sections 5 to 12 (both inclusive) of the 2006 Act. The delegation hereby granted shall not prevent any or all of the Member Councils from discharging the said functions.

## 6. **Financial Arrangements**

### Allocation of Expenditure

6.1 Each of the Member Councils shall pay a one-eighth share of the whole expenditure and costs incurred by the Joint Committee under this Agreement.

### Joint Committee Budget

6.2.1 Not later than Thirty-First December in each year the Treasurer shall, in consultation with the Strategic Development Plan Manager, prepare and submit to the Joint Committee revenue estimates for the year following from First April. The revenue estimates will include detail with regards the requisition each Member Council shall be required to contribute. In determining to approve the revenue estimates the Joint Committee shall consider any observations by Member Councils. Each of the Members Councils will pay to the Joint Committee instalments in accordance with arrangements proposed by the Treasurer and approved by the Joint Committee.

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

### Accounts

6.3 The Treasurer shall prepare Accounts to the Joint Committee annually to Thirty first March and that these be submitted to the Joint Committee no later than Thirtieth September 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

6.4 For each financial year the Treasurer will submit to the Joint Committee a financial plan setting out estimated expenditure and associated requisitions for the following three years; and the Member Councils will have regard to this plan when preparing their own financial plans.

## **7. Administrative Arrangements**

### Strategic Development Plan Manager and Staff

7.1.1 The Joint Committee shall have power to appoint a Strategic Development Plan Manager and such supporting staff as is considered appropriate (the Strategic Development Plan Manager and supporting staff being referred herein as the “Core Team”).

7.1.2 The Core Team shall provide a Strategic Development Planning service as directed by the after-mentioned Steering Group.

### Steering Group

7.2 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 Strategic Development 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*, Strategic Development Plan Reviews, consultations and reports to be presented to the Joint Committee, and the work programme for Strategic Development Planning to be undertaken by the Core Team and within each authority.

### Secondment of Staff

7.3 The Member Councils shall use their reasonable endeavours to meet any request from the Strategic Development Plan Manager or the Joint Committee for the secondment of appropriate/relevant staff for the purpose of assisting in the preparation of the strategic development 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

7.4 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 Renfrewshire Council the total costs reasonably incurred by Renfrewshire Council in connection with the employment of the Core Team, including costs arising from termination of employment, or termination of the Joint Committee, and including, without prejudice to the foregoing, any costs arising on redundancy or any unfair dismissal.

### Arrangement of Services

7.5 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

7.6 The Joint Committee shall prepare each year an annual report on its work for submission to each of the Member Councils not later than thirty first March in the following financial year.



## 8. **Miscellaneous**

### Commencement and Variation

8.1 This Agreement shall be deemed to have commenced and taken effect on Tenth June Two Thousand and Thirteen notwithstanding the dates hereof (“the Commencement Date”) and may be varied only by supplementary written agreement amongst all the parties.

### Withdrawal of a Party to the Agreement

8.2 Withdrawal may be made from the 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 without 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

8.3 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.

### Discharge of former agreement and rights and liabilities

8.4 Whereas the Member Councils entered into a Minute of Agreement dated Nineteenth March, Twenty seventh March, Nineteenth June, Seventeenth September and Twenty fifth October all Nineteen hundred and ninety seven and Twenty sixth January, Second February, and Thirteenth March all Nineteen hundred and ninety eight relative to the carrying out of the functions of the Joint Committee appointed by them under the Designation of Structure Plan Areas (Scotland) Order 1995 (“the Old Minute of Agreement”) then, with effect from the Commencement Date, the Member

Councils (i) discharge the Old Minute of Agreement and (ii) assume responsibility for and ratify all of the assets, rights, liabilities and obligations of the Member Councils under the Old Minute of Agreement.

The parties hereto consent to the registration hereof for preservation: IN  
WITNESS WHEREOF