

MINUTE OF AGREEMENT

among

ANGUS COUNCIL, DUNDEE CITY
COUNCIL, PERTH AND KINROSS COUNCIL
AND FIFE COUNCIL

("The Constituent Councils")

Subjects: Tay Cities Region Joint
Committee

MINUTE OF AGREEMENT

among

ANGUS COUNCIL, DUNDEE CITY
COUNCIL, PERTH AND KINROSS
COUNCIL AND FIFE COUNCIL

("The Constituent Councils")

WHEREAS:

- FIRST The governance arrangements for the discharge of the functions of the Joint Committee as specified in recital sixth shall be the subject of a separate formal agreement or agreements to be agreed by the Joint Committee of the Constituent Councils and the Constituent Councils.
- SECOND A joint committee is required to discharge a number of functions and the establishment of the committee requires the authorisation of the Constituent Councils.
- THIRD The Constituent Councils are local authorities constituted under the Local Government etc. (Scotland) Act 1994.
- FOURTH It is provided by Section 56(5) of the Local Government (Scotland) Act 1973 ("the 1973 Act") that two or more local authorities may discharge any of their functions by a Joint Committee of theirs.
- FIFTH The Constituent Councils wish to appoint a Joint Committee under Section 57(1) of the 1973 Act for the discharge of the functions referred to below.
- SIXTH The purpose of the Joint Committee shall be to discharge a range of statutory and non-statutory functions as defined and agreed by the Joint Committee, and the Constituent Councils including but not restricted to:

- Acting as a Regional Partnership as defined by the Scottish Government following the 2017 Enterprise & Skills Review and Planning Review
- Regional Economic Development including, but not restricted to, the approval and oversight of investments to be funded through the Tay Cities Deal
- Cross-boundary Strategic Planning
- Regional Transport Planning and Public Transport
- Cross-boundary Infrastructure Planning
- Monitoring and Evaluation of Regional Economic performance and implementation of the Tay Cities Deal
- The additional functions as defined and agreed in a formal agreement to be executed by the parties hereto

NOW THEREFORE:

ONE Commencement

This Agreement shall commence and have effect from the 1st September 2017.

TWO Constitution

There is hereby constituted a Joint Committee to be known as "The Tay Cities Region Joint Committee" hereinafter referred to as the "Joint Committee" for the discharge of the above specified functions in terms of this Agreement.

THREE Members

The Joint Committee shall consist of 18 members. 12 members shall be appointed by the Constituent Councils from among their own members. The number of members to be appointed by the Constituent Councils shall be: 3 by Angus Council; 3 by Dundee City Council; 3 by Perth & Kinross Council and 3 by Fife Council. The Joint Committee shall also include 2

private sector members to be appointed by the Tay Cities Regional Business Forum; 1 member to be appointed by the Tay Cities Regional Higher and Further Education Forum; 1 member to be appointed by the region's third sector interface bodies; 1 member to be appointed by Scottish Enterprise; and 1 member to be appointed by Skills Development Scotland.

The Joint Committee may co-opt for an agreed period additional non-voting members to represent other interests or provide specialist expertise. Any member of the Joint Committee may be represented by another member of the same authority or partner organisation. A person appointed as a substitute shall have the same powers at the meeting as the member whom he or she is representing.

FOUR

Voting Rights

Pending the conclusion of the detailed agreement(s) referred to at clause FIRST, voting rights are restricted in the first instance to the 12 members of the Constituent Councils.

Subject to Clause FIRST of the preamble, a simple majority of those members present and voting shall be required in all voting procedures.

FIVE

Period of Office

Members appointed by the Constituent Councils to the Joint Committee shall, subject to the provisions of Clause SIX hereof, hold office, during the pleasure of the body by which they were appointed, until the next ordinary election of Councillors for the Constituent Councils. Immediately after such election, each Constituent Council shall again appoint its number of members to the Joint Committee. Partner organisations shall be free to vary the period of office for members of the Joint Committee

SIX Vacancies in Membership

A member ceasing to be a member of the Constituent Council which appointed him/her shall cease to be a member of the Joint Committee as at the same date. In that event, or any other time the Constituent Council by which a member was appointed may appoint a member, to take his/her place for the remaining part of his/her period of office. Partner organisations may choose to introduce a replacement member of the Joint Committee at any time.

SEVEN Quorum

A quorum of the Joint Committee shall be 4 members appointed by and representing no less than three of the four Constituent Councils. Should the Joint Committee appoint a Sub-Committee, such Sub-Committee shall be as near as may be proportionately representative of the Constituent Councils as the Joint Committee is, and the membership of the Sub-Committee and its quorum shall be determined by the Joint Committee.

EIGHT Standing Orders

The Joint Committee shall adopt its own Standing Orders. In the event of any inconsistency between Standing Orders and the provisions of this Agreement, the provisions of this Agreement shall prevail.

NINE Meetings

The Joint Committee shall hold 4 ordinary meeting each year and may meet on such other occasions as may be necessary when a special meeting may be called in terms of Standing Orders. The venue for ordinary meetings shall be agreed by the Joint Committee.

Copies of notices, agendas and minutes of all meetings of the Joint Committee shall be transmitted to Constituent Councils and others for their information as soon as practicable.

TEN Powers and Duties of Joint Committee

Without prejudice to the foregoing provisions and subject always to the following provisions and the terms of any subsequent formal Agreement(s) as specified in Clause FIRST of the preamble, the Joint Committee shall have the power to undertake the functions as referred to in Clause FIFTH of the preamble hereof, with the officer support arrangements and the financial arrangements being ratified by the Constituent Councils;

Provided always that:

Subject to Clause SIX hereof, the Joint Committee may appoint from its members such Sub-Committees as it may from time to time consider necessary or desirable for the exercise of its functions and may, subject to such limitations as it may impose, delegate or refer to such Sub-Committees, any of the functions delegated to the Joint Committee under this agreement. The Joint Committee shall appoint the Convener of any Sub-Committee appointed under this paragraph.

ELEVEN Clerk

The Chief Executive of Council A or such other person as may be agreed by the Leaders of the Administration of the four Constituent Councils, shall be appointed as Interim Clerk to the Joint Committee for the purposes of convening the first meeting of the Joint Committee at which the Convener and Vice Convener shall be appointed.

TWELVE Convener and Vice Convener to the Joint Committee

Subject to the provisions of this clause the Joint Committee shall appoint a Convener and Vice-Convener. The Convener and Vice-Convener shall then be rotated on a yearly basis at the first meeting of the Joint Committee after 1st April in each year in which there are no ordinary elections of Councillors to the Constituent Councils with the Vice Convener

being elected to Convener. The Convener and Vice-Convener of the Joint Committee shall rotate annually from amongst its members in the following sequence:

<u>Year</u>	<u>Convener</u>	<u>Vice-Convener</u>
2017/18	Council A	Council B
2018/19	Council B	Council C
2019/20	Council C	Council D
2020/21	Council D	Council A

Thereafter the same sequence will repeat.

The Convener, when present, shall preside at all meetings of the Joint Committee. In the absence of the Convener the Vice Convener shall preside and in the absence of both, another member shall preside as the members present appoint. Where a vacancy occurs in the case of the Convener or Vice-Convener, the Joint Committee shall appoint a replacement from the Authority whom the previous Convener or Vice-Convener represented until the expiry of the outgoing Convener or Vice-Convener's terms of office.

THIRTEEN Resources

On the recommendation of the Tay Cities Management Group, comprising of the lead chief officers for the four Councils, a Chief Officer shall be nominated who shall report to the Joint Committee and be responsible for carrying out the functions delegated to the Joint Committee. A Tay Cities Region Programme Management Office shall also be established with financial contributions from all Constituent Councils and other sources.

FOURTEEN Amendment of Agreement

These presents may be amended by virtue of a subsequent formal Agreement as specified in recital FIRST of the preamble or by a further

Minute of Agreement executed by the Constituent Councils in the same fashion as these presents.

FIFTEEN Difference or Dispute

Any difference or dispute between the Joint Committee and any of the Constituent Councils or among the Constituent Councils concerning the interpretation or any matter arising out of this agreement, which cannot be resolved by discussion and agreement of the constituent Councils, shall be referred to the arbitration of the Sheriff Principal of the Sheriffdom of Tayside, Central and Fife or any person appointed by her/him, whose decision shall be final and binding: IN WITNESS WHEREOF