

## ITEM No ...6.....

**REPORT TO:** POLICY AND RESOURCES COMMITTEE – 21ST AUGUST 2017  
**REPORT ON:** TAY CITIES REGION JOINT COMMITTEE  
**REPORT BY:** CHIEF EXECUTIVE  
**REPORT NO:** 274-2017

### **1.0 PURPOSE OF REPORT**

This Report proposes a new interim Minute of Agreement between Angus Council, Dundee City Council, Fife Council and Perth and Kinross Council to allow the establishment of a Joint Committee to progress the Tay City Deal. This document will be strengthened by a further agreement setting out the specific governance arrangements.

### **2.0 RECOMMENDATIONS**

- 2.1 It is recommended that the Committee agrees to the Minute of Agreement establishing a Joint Committee between Angus Council, Dundee City Council, Fife Council and Perth and Kinross Council to oversee the governance arrangements for the Tay Cities Deal.
- 2.2 It is recommended that the Committee asks the Joint Committee to come back with a report setting out the more detailed governance agreement by 31st December 2017.
- 2.3 It is recommended that the Committee delegates authority to officers to negotiate and agree other, minor amendments as appropriate.

### **3.0 FINANCIAL IMPLICATIONS**

There are no financial implications arising directly out of this report.

### **4.0 MAIN TEXT**

- 1.1 Reference is made to Article II of the Minute of Meeting of this Committee on 27th June 2016, and to Report No 223-2016 by the Executive Director of City Development seeking to update the Committee on the Council's participation in a City Deal with the neighbouring authorities of Angus, Perth and Kinross and Fife.

The Committee:-

- (i) noted that officers were continuing to work in partnership with the neighbouring authorities of Angus, Perth and Kinross and Fife to prepare a bid for a Tay Cities Deal that would assist in bringing forward Fair Economic Growth in the Tayside area;
  - (ii) agreed to allocate a further £50,000 towards the future shared cost of advancing the City Deal proposal and to facilitate negotiations with government and other public and private sector partners; and
  - (iii) remitted to officers to investigate the formation of a new Joint Committee structure with Angus, Perth and Kinross and Fife Councils to provide suitable governance for a Tay Cities Deal.
- 1.2 As the bid is now in the formal stages of consideration it is now necessary to firm up on the governance structure and put the Joint Committee in place.
- 1.3 The attached document (Appendix A) sets out the Minute of Agreement which will allow the Joint Committee to be established. It should be noted that the document specifically mentions that further reports will be required to the Joint Committee and its constituent Councils to finalise a supplementary agreement setting out the specific governance arrangements including the purpose, structure and operating principles of the Joint Committee in respect of the discharge of their functions.

## **5.0 POLICY IMPLICATIONS**

This report has been screened for any policy implications in respect of Sustainability, Strategic Environmental Assessment, Anti-Poverty, Equality and Impact Assessment and Risk Management.

There are no major issues.

## **6.0 CONSULTATIONS**

The Council Management Team have been consulted in the preparation of this Report.

## **7.0 BACKGROUND PAPERS**

None.

David Martin  
Chief Executive

Date: 3rd August, 2017

**APPENDIX A**

MINUTE OF AGREEMENT

among

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

("The Constituent Councils")

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Subjects: Tay Cities Region Joint Committee

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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 1<sup>st</sup> 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 in Recital FIRST, voting rights are restricted in the first instance to the 12 members of the Constituent Councils.

Subject also to Recital FIRST, 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 Recital FIRST, the Joint Committee shall have the power to undertake the functions as referred to in Clause SIXTH 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'ship of the Joint Committee 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'ship and Vice-Convener'ship 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

