

Members' Library Service Request Form

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Originator	Douglas Proudfoot
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Document Title	Edinburgh and South East Scotland City Region (ESESCR) Deal – Joint Committee Minute of Agreement

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East Lothian Council

Additional information:

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Designation	Head of Development
Date	13/06/18

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REPORT TO: Members' Library Service

MEETING DATE:

BY: Deputy Chief Executive, Partnerships and Communities

SUBJECT: Edinburgh and South East Scotland City Region (ESESCR) Deal – Joint Committee Minute of Agreement

1 PURPOSE

- 1.1 To advise Council on the agreement reached by Regional Partners on the establishment of a Joint Committee to oversee the agreement of and then subsequent delivery of the Edinburgh and South East Scotland City Region Deal.

2 RECOMMENDATIONS

- 2.1 Members are asked to note the contents of this report and in particular the supporting appendix A which sets out the Minute of Agreement that has been agreed by the Deal partners.

3 BACKGROUND

- 3.1 In the report to Council, Edinburgh and South East Scotland City Region (ESESCR) Deal – Governance and Project Management Arrangements on the 31st October 2017, Council delegated authority to the Chief Executive to negotiate and agree the Minute of Agreement establishing the Joint Committee. This report represents the outcome of that delegation.

4 POLICY IMPLICATIONS

- 4.1 Agreement on a deal for the Edinburgh and South East Region would support delivery of the Council priorities in respect of Growing our Economy, People and Communities as set out within the Council Plan and the SOA. Any such deal will have significant implications for the Council's Financial Strategy and its future Capital Plans.

5 INTEGRATED IMPACT ASSESSMENT

- 5.1 Inclusive growth is a shared policy objective of the Council and national governments. The interventions identified within the Heads of Terms Agreement aim to reduce inequalities across the city region and by definition within East Lothian. The integrated regional skills programme in particular will work to ensure that all residents throughout the region have the ability to share in future success.
- 5.2 A City Region Deal would also provide a mechanism to help drive forward investment in sustainable place making. A holistic approach to sustainable growth is at the heart of the City Region Deal.

6 RESOURCE IMPLICATIONS

- 6.1 Financial – There are no direct financial implications arising from this report. The City of Edinburgh Council has agreed to provide the secretariat support for the Joint Committee.
- 6.2 Personnel – None.
- 6.3 Other – None.

7 BACKGROUND PAPERS

- 7.1 Edinburgh and South East Scotland City Region Deal – Governance and Project Management Arrangements - Report to East Lothian Council 31 October 2017

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DATE	12 June 2018

MINUTE OF AGREEMENT

among

The City of Edinburgh, East Lothian, Fife,
Midlothian, Scottish Borders and West Lothian
Councils

("The Constituent Councils")

MINUTE OF AGREEMENT

among

The City of Edinburgh, East Lothian, Fife, Midlothian, Scottish Borders and West Lothian Councils

("The Constituent Councils")

WHEREAS:

- First A joint committee is required to discharge a number of functions and the establishment of the committee requires the authorisation of the Constituent Councils.
- Second The Constituent Councils are local authorities constituted under the Local Government etc. (Scotland) Act 1994.
- Third 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.
- Fourth 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.
- Fifth Access to meetings and meeting documents of the Joint Committee is subject to the requirements laid out in section 50 of the Local Government (Scotland) Act 1973.

NOW THEREFORE:

ONE Commencement

This Agreement shall commence and have effect from **DATE** 2018.

TWO Constitution

There is hereby constituted a Joint Committee to be known as "The Edinburgh and South-East Scotland 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 the following members:

- a) 1 member from each Constituent Council (subject to 3(b);
- b) Where a constituent Council has co-leaders they will be entitled to attend the Joint Committee as members but their Council shall only enjoy a single vote;
- c) 3 non-Council members of which one must be a business representative, one a third-sector representative and one a further/higher education representative. The business representative will be appointed by the Regional Business Leadership Council and the further/higher education representative will be appointed by the further/higher education group.

Any member of the Joint Committee may be represented by another member of the same authority (such member requiring to be a Councillor of the authority) or non-Council organisation. A person appointed as a substitute shall have the same powers at the meeting as the member whom he or she is representing.

The Joint Committee may co-opt for an agreed period additional non-voting participants to represent other interests or provide specialist expertise.

FOUR Voting Rights

Each constituent Council and non-Council member shall have one vote each. Where co-leaders attend the Committee from a constituent Council, that Council must intimate to the Clerk of the Committee prior to the meeting in accordance with the Committee's standing orders. .

A simple majority of those members present and voting shall be required in all voting procedures.

Where there are an equal number of votes, the matter should be continued to the next meeting to allow for further discussions between the members led by the convener.

Each Constituent Council and non-Council member can opt their organisation out of a proposal and this does not automatically stop the proposal being taken forward by other members.

FIVE Period of Office

Members appointed by the Constituent Councils to the Joint Committee shall hold office for a period determined by their Council but this period must not extend beyond the next local government elections. Immediately after such election, each Constituent Council shall again appoint its number of members to the Joint Committee. Non-Council organisations shall be free to vary the period of office for their 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. Non-Council 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 three members appointed by and representing no less than three of the six Constituent Councils, and one non-Council member. Should the Joint Committee appoint a Sub-Committee, the membership of the Sub-Committee and its quorum shall be determined by the Joint Committee.

Eight Powers and Duties of Joint Committee

The Constituent Councils are delegating the following powers to the Joint Committee:

- To oversee the implementation of the Edinburgh and South East Scotland City Region Deal programme;
- To monitor the impact of the Edinburgh and South East Scotland City Region Deal Programme.
- To build and support inclusive growth focusing on the needs of the local area and strengthening the partnership between public, private and third sectors;
- To improve business involvement from the Edinburgh and South East Scotland city region in local decision making;
- To collaborate and work in partnership to assist in delivering regional planning and transport policy linking the Edinburgh and South East Scotland City Region Deal to SESTRAN and SESPlan; and
- To work in partnership on other initiatives across the Edinburgh and South East Scotland city region with the explicit support of individual constituent members.

Any financial commitment proposed by the Joint Committee must be referred to each Constituent Council for individual agreement.

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.

Further powers can be delegated to the Joint Committee with the agreement of all Constituent Councils.

NINE 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.

TEN Meetings

The Joint Committee shall hold at least 4 ordinary meetings 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.

A schedule of meeting dates and venues will be agreed annually 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.

ELEVEN Clerk

A representative of the City of Edinburgh Council, shall be appointed as Clerk to the Joint Committee. This can be altered with the agreement of all Constituent Councils.

TWELVE Convener and Vice Convener to the Joint Committee

Subject to the provisions of this clause the Joint Committee shall appoint a Convener or Vice-Convener. The Convener and Vice-Convener of the Joint Committee shall be rotated annually at the first meeting of the Joint Committee following each 12 month term. 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>
1	City of Edinburgh Council	East Lothian Council
2	East Lothian Council	Fife Council
3	Fife Council	Midlothian Council
4	Midlothian Council	Scottish Borders Council
5	Scottish Borders Council	West Lothian Council
6	West Lothian Council	City of Edinburgh Council

Thereafter the same sequence will repeat.

The roles of Convener and Vice-Convener cannot be held by the same authority at the same time.

The roles of Convener and Vice-Convener must be held by a constituent Council.

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 same Authority for the remainder of their period of office.

THIRTEEN Resources

On the recommendation of the Chief Officers' Group, comprising of the lead chief officers for the six 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. Resources to the Joint Committee will be discussed and agreed at the Executive Board or equivalent body.

FOURTEEN Amendment of Agreement

This agreement may be altered with the agreement of all Constituent Councils.

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 Edinburgh and the Lothians or any person appointed by her/him, whose decision shall be final and binding:

SIXTEEN Termination of Agreement

If an Authority or non-Council organisation wishes to withdraw from the Joint Committee, they should give all member organisations two months' notice of this intention. An Authority or non-Council organisation withdrawing from the Joint Committee, does not affect the validity of the committee.

EXECUTION

This minute of agreement is signed and executed in counterpart as follows:

For the City of Edinburgh Council:

<u>Name:</u>	
<u>Signature:</u>	
<u>Witness:</u>	
<u>Signature:</u>	
<u>Place</u> of <u>Signing:</u>	
<u>Date:</u>	

For East Lothian Council:

<u>Name:</u>	
<u>Signature:</u>	
<u>Witness:</u>	
<u>Signature:</u>	
<u>Place</u> of <u>Signing:</u>	

<u>Date:</u>	

For Fife Council:

<u>Name:</u>	
<u>Signature:</u>	
<u>Witness:</u>	
<u>Signature:</u>	
<u>Place of Signing:</u>	
<u>Date:</u>	

For Midlothian Council:

<u>Name:</u>	
<u>Signature:</u>	
<u>Witness:</u>	
<u>Signature:</u>	
<u>Place of Signing:</u>	
<u>Date:</u>	

For Scottish Borders Council:

<u>Name:</u>	
<u>Signature:</u>	
<u>Witness:</u>	
<u>Signature:</u>	

<u>Place</u> of <u>Signing:</u>	
<u>Date:</u>	

For West Lothian Council:

<u>Name:</u>	
<u>Signature:</u>	
<u>Witness:</u>	
<u>Signature:</u>	
<u>Place</u> of <u>Signing:</u>	
<u>Date:</u>	