

## APPENDIX 3

### MINUTE OF AGREEMENT

among

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

("The Constituent Councils")

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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** 2017.

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 10 members:

- a) 1 member from each Constituent Council (excluding Fife Council);
- b) 2 members from Fife Council;
- c) 3 non-Council members of which one must be a business representative and one a further/higher education representative.

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.

FOUR     Voting Rights

Each constituent Council shall have one vote each. Fife Council should nominate the member that will carry the vote.

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

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 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 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.

## TEN 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.

#### ELEVEN Clerk

The Chief Executive of **X Council** or such other person as may be agreed by the Constituent Councils, 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 can not 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. An Edinburgh and South-East Scotland Region Programme Management

Office shall also be established with financial contributions from all Constituent Councils and other sources.

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: IN WITNESS WHEREOF

SIXTEEN Termination of Agreement

If an Authority or non-Council organisation wishes to withdraw from the Joint Committee, they should give all member organisations one months' notice of this intention.