

**REPORT TO:** East Lothian Council

**MEETING DATE:** 27 October 2020

**BY:** Head of Development

**SUBJECT:** Ratification of City Deal Governance Arrangements

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## **1 PURPOSE**

- 1.1 This report sets out a proposed amendment to the Minute of Agreement for the Edinburgh & South East Scotland City Regional Deal Joint Committee (“Joint Committee”).
- 1.2 In a report to Council on 31 October 2017, the Council delegated authority to the Chief Executive to negotiate and agree the Minute of Agreement establishing the Joint Committee. Further to this a Members’ Library Service Report, (Reference 92/18 – Edinburgh and South East Scotland City Region Deal – Establishment of Joint Committee – Minute of Agreement) was submitted in June 2018 which recommendation was to ask Members to note the contents of and, in particular the supporting appendix A, which set out the original Minute of Agreement that was agreed by the Deal partners.
- 1.3 A supplementary agreement is now required, however, to allow the Joint Committee to carry out the functions currently carried out by the South East Scotland Planning Authority (SESplan) Joint Committee.

## **2 RECOMMENDATIONS**

- 2.1 To note:
- That SESplan will be disbanded as a result of changes set out in the Planning (Scotland) Act 2019;
  - The intention to transfer the strategic planning functions from SESplan to the City Region Deal;
  - That, like SESplan, the Joint Committee will not have the ability to impose policy or financial commitments on the Council; and

- 2.2 To agree that the Council enters into the agreement as set out in the Supplementary Minute of Agreement (Appendix 1).

### **3 BACKGROUND**

- 3.1 The Council is a partner in the Edinburgh and South East Scotland City Region Deal and also in SESplan.
- 3.2 The Planning (Scotland) Act 2019 removes the provision for strategic planning authorities which means that in the near future SESplan will be disbanded. Strategic planning will then become a function of the National Planning Framework rather than Strategic Development Plans and Strategic Development Planning Authorities.
- 3.3 Notwithstanding these changes there will still be the need for cross-boundary planning input to the National Planning Framework and it has previously been agreed by the Council that this should be co-ordinated by the City Region Deal Project Management Office and the Joint Committee in the future.

#### **Supplementary Agreement**

- 3.4 It was agreed by the Joint Committee in March 2020 that the regional planning functions should, subject to the agreement of the constituent councils, be co-ordinated by the City Region Deal given the terms of the Planning (Scotland) Act. In order to retain a focus on strategic planning it is proposed to establish an Elected Member Oversight Group to oversee the longer-term progress of the Regional Spatial Strategy which is a new requirement of the Planning (Scotland) Act 2019.
- 3.5 While these arrangements have been agreed by the Joint Committee they need to be ratified by the constituent councils. Similarly, there is no specific reference to the incorporation of strategic planning functions within the Minute of Agreement and, consequently, a Supplementary Agreement is required to ensure the competency of the proposed arrangements.
- 3.6 The specific wording of the clauses is set out immediately below and specifies the scope of the strategic planning work to be undertaken. Importantly it reaffirms the role of the individual councils in agreeing to any policy proposals.

*Working in partnership with public authorities, public bodies and other public or private organisations it deems appropriate, including but not limited to the UK and Scottish Governments, SESplan and SEStran, to co-ordinate, plan, prepare, deliver, review and renew, any Regional Growth Framework and Regional Spatial Strategy for Edinburgh and South East Scotland, interim and final, or any replacement or reiteration or analogous such framework, strategy or plans, subject to the constituent councils' agreement to policy proposals*

*To co-ordinate amongst the constituent councils, a contribution to the preparation, review and renewal of the National Planning Framework (NPF4) and its subsequent iterations or replacements, subject to the constituent councils' agreement to policy proposals, and to coordinate and support the constituent councils in their own contributions to it.*

- 3.7 The full Supplementary Agreement is appended as Appendix 1 together with the terms of reference for the Elected Member Oversight Sub-Committee (Appendix 2). For ease of reference the original Minute of Agreement is also appended as Appendix 3.

#### **4. POLICY IMPLICATIONS**

- 4.1 None.

#### **5 INTEGRATED IMPACT ASSESSMENT**

- 5.1 The subject of this report does not affect the wellbeing of the community or have a significant impact on equality, the environment or economy.

#### **6 RESOURCE IMPLICATIONS**

- 6.1 Financial - There is no financial impact relating to the ratification of the City Deal Governance Structure
- 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.
- 7.2 Members' Library Service Report, Reference 92/18 – June 2018 Bulletin – Edinburgh and South East Scotland City Region Deal – Establishment of Joint Committee - Minute of Agreement.
- 7.3 The Supplementary Agreement (Appendix 1).
- 7.4 The terms of reference for the Elected Member Oversight Sub-Committee (Appendix 2).
- 7.5 The original Minute of Agreement (Appendix 3).

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<b>DATE</b>	14 October 2020

**EDINBURGH AND SOUTH-EAST SCOTLAND REGION JOINT COMMITTEE**

**SUPPLEMENTARY AGREEMENT**

amongst

The City of Edinburgh Council

East Lothian Council

Fife Council

Midlothian Council

Scottish Borders Council

and

West Lothian Councils

("constituent councils")

The constituent councils hereby agree:-

1. That the Minute of Agreement amongst them concerning the Edinburgh and South-East Scotland City Region Deal and Joint Committee dated 2 November 2018 is amended by adding the words in Clause 6 below to the list of powers delegated to the Joint Committee in Clause 8 (Powers and Duties of Joint Committee)
2. That the Joint Committee Arrangements adopted by virtue of the constituent councils entering into the Minute of Agreement and under which the Joint Committee is constituted and governed is amended by adding the words in Clause 6 below to its sixth unnumbered paragraph
3. That the Governance Arrangements in Part 3 of and the Annex to the City Region Deal Document entitled "Accelerating Growth", setting out the constituent councils' vision and through which the Joint Committee is to deliver transformational programmes and projects to achieve full implementation of the Edinburgh and South-East Scotland City Region Deal, is amended by adding the words in Clause 6 below to the purpose set out in paragraph 1 of its Annex

4. That the Joint Committee will establish under the Joint Committee Arrangements and its Standing Orders an Elected Member Oversight Sub Committee in terms of Appendix 1 for the purposes of overseeing and directing the additional work as a result of this Supplementary Agreement and for the other purposes set out in Appendix 1
  
5. That the Joint Committee may, under the Joint Arrangements and its Standing Orders, make such other administrative and governance arrangements as it deems appropriate to meet this addition to its powers, remit and purpose, including, but not restricted to, establishing boards and groups and delegating responsibility and authority to officers appointed to support it
  
6. The words referred to in Clauses 1, 2 and 3 above are as follows:-
  - Working in partnership with public authorities, public bodies and other public or private organisations it deems appropriate, including but not limited to the UK and Scottish Governments, SESplan and SEStran, to co-ordinate, plan, prepare, deliver, review and renew, any Regional Growth Framework and Regional Spatial Strategy for Edinburgh and Southeast Scotland, interim and final, or any replacement or reiteration or analogous such framework, strategy or plans, **subject to the constituent councils' agreement to policy proposals**
  - To co-ordinate amongst the constituent councils, a contribution to the preparation, review and renewal of the National Planning Framework (NPF4) and its subsequent iterations or replacements, **subject to the constituent councils' agreement to policy proposals**, and to co-ordinate and support the constituent councils in their own contributions to it.
  
7. These amendments shall take effect from the latest date of execution of this Supplementary Agreement

This Supplementary Agreement and its Appendix are 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 of Signing:</u>	
<u>Date:</u>	

For East Lothian Council:-

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

For West Lothian Council:

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



## Appendix 2

### **Elected Member Oversight Sub-Committee – Terms of Reference**

#### **1. Membership**

Two Members from each constituent Council, up to four members from the Higher Education/Further Education consortium and up to two members from the Regional Enterprise Council.

#### **2. Convener/Chair**

The chair will be appointed by the Joint Committee and should be from the Council in the annual lead role for the City Region Deal.

#### **3. Quorum**

The Quorum will be one-third of the membership.

#### **4. Substitutes**

Substitutes are permitted from the same local authority.

#### **5. Officers**

Officers will attend to support meetings.

#### **6. Remit**

The powers and responsibilities of the Elected Member Oversight Sub-Committee cannot extend beyond those of the Edinburgh and South East Scotland City Region Deal Joint Committee. The remit of the Elected Member Oversight Sub-Committee would be:-

- a. To provide oversight of the Regional Growth Framework and Regional Spatial Strategy.
- b. Working in partnership with public authorities, public bodies and other public or private organisations it deems appropriate, including but not limited to the UK and Scottish Governments, SESplan and SEStran, to co-ordinate, plan, prepare, deliver, review and renew, any Regional Growth Framework and Regional Spatial Strategy for Edinburgh and South East Scotland, interim and final, or any replacement or reiteration or analogous such framework, strategy or plans, subject to the constituent councils' agreement to policy proposals.
- c. To co-ordinate amongst the constituent councils, a contribution to the preparation, review and renewal of the National Planning Framework (NPF4) and its subsequent iterations or replacements, subject to the constituent councils' agreement to policy proposals, and to co-ordinate and support the constituent councils in their own contributions to it.

- d. To support and encourage a sustainable approach to managing growth which aligns to local sustainability, energy and low carbon plans and strategies.
- e. To encourage and facilitate a close working partnership with SEStran, SESplan and other relevant organisations.
- f. To provide oversight and consider recommendations from the Regional Housing Board and the Transport Appraisal Board.
- g. To scrutinise the work of the SESplan Officer Board in regard to the Regional Growth Framework.
- h. To advise the City Region Deal Joint Committee in regard to the Regional Growth Framework and Regional Spatial Strategy.

## **7. Meeting Frequency**

The sub-committee will usually meet monthly but may meet more frequently if determined necessary by the Chair or the Sub-Committee.

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

For East Lothian Council:

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