

File: DAB/FB

MINUTE OF AGREEMENT

among

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

("The Constituent Councils")

2008

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Subjects: Dundee , Perth, Angus and North Fife  
Strategic Development Planning Authority

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PATRICIA McILQUHAM  
DEPUTE CHIEF EXECUTIVE (SUPPORT SERVICES)  
DUNDEE CITY COUNCIL

MINUTE OF AGREEMENT

among

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

("The Constituent Councils")

---

WHEREAS:-

FIRST           The Constituent Councils are planning authorities constituted under Section 1 of the Town and Country Planning (Scotland) Act 1997 ("the 1997 Act") and Section 2 of the Local Government etc (Scotland) Act 1994 ("the 1994 Act").

SECOND        The Scottish Ministers have, by virtue of The Strategic Development Planning Authority Designation (No 3) (Scotland) order 2008 (SSI No 197) designated The Constituent Authorities a group of planning authorities which are jointly to prepare and keep under review a strategic development plan for a strategic development plan area, all in terms of Sections 4 to 14 of the Town and Country Planning (Scotland) Act 1997 as amended or to be amended by Section 2 of the Planning etc (Scotland) Act 2006.

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 above functions.

FIFTH         It is anticipated that the said amended Sections 4 to 14 of the 1997 Act will come into force at different dates under separate commencement orders.

NOW THEREFORE

ONE            Commencement

This Agreement shall commence and have effect from the date of its last execution subject to the commencement dates of the above statutory provisions.

TWO            Constitution

There is hereby constituted a Joint Committee to be known as "The Dundee, Perth, Angus and North Fife Strategic Development Planning Authority" hereinafter referred to as "The Joint Committee" for the discharge of the above functions in terms of this Agreement.

THREE        Members

The Joint Committee shall consist of 12 members 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 and Kinross Council and 3 by Fife Council. 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. A person appointed as a substitute shall have the same powers at the meeting as the member whom he or she is representing.

FOUR         Period of Office

Members appointed by the Constituent Councils to the Joint Committee shall, subject to the provisions of Clause FIVE hereof, hold office, during the pleasure of the Council 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.

FIVE          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.

SIX            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.

SEVEN 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.

EIGHT 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.

Other than as provided for at Clause ELEVEN hereof at all meetings of the Joint Committee, or duly appointed Sub-Committees, a simple majority of those members present and voting shall be required in all voting procedures.

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

NINE Powers and Duties of Joint Committee

Without prejudice to the foregoing provisions and subject always to the following provisions hereof the Joint Council shall have the power to undertake the function as referred to in Clause Second hereof, subject to the proposed boundary of the Dundee, Perth, Angus and North Fife Strategic Development Plan area, and the content of any Strategic Development Plan, the officer support arrangements and the financial arrangements being ratified by the Constituent Councils.

Provided always that:

Subject to Clause FIVE above 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.

TEN Interim Clerk

The Chief Executive of Dundee City Council 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.

ELEVEN Convener, Vice Convener and Clerk to the Joint Committee

Subject to the provisions of this clause the Joint Committee shall appoint a Convener or Vice-Convener. The Convenership and Vice-Convenership of the Joint Committee shall rotate annually from amongst its members (alphabetically and by calendar year) in the following sequence:-

<u>Year</u>	<u>Convener</u>	<u>Vice-Convener</u>
2008/9	Angus Council	Dundee City Council
2010	Dundee City Council	Fife Council
2011	Fife Council	Perth and Kinross Council
2012	Perth and Kinross Council	Angus Council

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.

[A Clerk to the Joint Committee who shall be the Monitoring Officer as defined in the Local Government and Housing Act 1989 shall be the Depute Chief Executive (Support Services) of Dundee City Council.]

TWELVE Resources

On the recommendation of the Strategic Development Plan Project Board, Dundee City Council shall appoint a Strategic Development Plan Manager on behalf of the Joint Committee who shall report to the Joint Committee and be responsible for carrying out the functions delegated to the Joint Committee. For the

purposes of employment law and financial accountability Dundee City Council shall be the "employing authority" with financial contributions from all constituent authorities being channelled through Dundee City Council.

THIRTEEN Amendment of Agreement

These presents may be amended but only by a further Minute of Agreement executed by the Constituent Councils in the same fashion as these presents.

FOURTEEN 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 or any dispute thereanent shall be referred to the arbitration of the Sheriff Principal of the Sheriffdom of Tayside, Central and Fife or any person appointed by him, whose decision shall be final and binding: IN WITNESS WHEREOF



MINUTE OF VARIATION OF AGREEMENT

among

ANGUS COUNCIL, DUNDEE CITY COUNCIL,  
PERTH & KINROSS COUNCIL and FIFE COUNCIL  
("the Constituent Councils")

WHEREAS the Constituent Councils entered into a Minute of Agreement dated the Thirtieth day of October, Two thousand and eight, and subsequent dates, whereby the Constituent Councils inter alia, constituted a Joint Committee to be known as "The Dundee, Perth, Angus and North Fife Strategic Development Planning Authority" and WHEREAS the Constituent Councils have agreed to amend the said Minute of Agreement (in terms of Clause THIRTEEN thereof) THEREFORE it is agreed by the Constituent Councils as follows, videlicet,

The said Minute of Agreement is amended in the manner following:

- (ONE) in Clause SECOND, the words "Sections 4 to 14" shall be deleted and "Part 2" substituted therefor.
- (TWO) in Clause FOURTH, the words "strategic development planning" shall be inserted between the words "above" and "functions".
- (THREE) (i) in Clause SEVEN the heading shall be amended to read "Standing Orders/Financial Regulations, and (ii) the words "and Financial Regulations" shall be inserted after the words "Orders", in line 1 thereof.
- (FOUR) Clause NINE shall be deleted and the following shall be substituted therefor,  
**NINE Powers and Duties of the Joint Committee**  
Without prejudice to the foregoing provisions and subject to the following provisions hereof, the Joint Committee shall have the power to undertake the functions as referred to in Clause SECOND hereof, subject to the proposed boundary of the Dundee, Perth, Angus and North Fife Strategic Development Plan area, the content of any Strategic Development Plan, the key stages of the plan preparation process including the Main Issues Report and the Proposed Plan and responses to objections, the Staffing Structure and SDPA budget being ratified by the Constituent Councils.

Provided always that:

Subject to Clause FIVE above the Joint Committee may appoint from its members such Sub-Committee 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 imposes, delegate or refer to such sub-committee or to the Strategic Development Plan Manager 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.



(FIVE)

in Clause ELEVEN the following words shall be added at the end thereof:-

The Head of Finance of Dundee City Council shall be the Treasurer for the purpose of the Joint Committee's Financial Regulations.

(SIX)

Save as amended hereby the whole terms and conditions of the said Minute of

Agreement shall remain in full force and effect: IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed as follows, videlicet, they are sealed with the Common Seal of Perth and Kinross Council and subscribed for them and on their behalf by Ian Taylor Innes, their Head of Legal Services and Proper Officer, all at Perth on the Eleventh day of September Two thousand and nine, and they are subscribed for and on behalf of Angus Council by Sheona Craig Hunter, Head of Law and Administration and Proper Officer, at Forfar on the Seventh day of November Two thousand and nine in the presence of Lisa Jayne Rose, Principal Solicitor, Angus House, Orchardbank Business Park, Forfar, and they are sealed with the Common Seal of Fife Council and subscribed for them and on their behalf by David Stuart Crosbie, Legal Team Leader and Proper Officer, all at Glenrothes on the Eleventh day of November Two thousand and nine, and they are subscribed for and on behalf of Dundee City Council by Roger William Hunter Mennie, a Proper Officer, all at Dundee on the Thirteenth day of November Two thousand and nine in the presence of David Alexander Barrie, Solicitor, Twenty one City Square, Dundee.

*Lisa Jayne Rose*

WITNESS

*Sheona C Hunter*

AC

*David A Barrie Witness.*

WITNESS

*Alex*

DCC

*St Innes*

PKC

*David Alexander Barrie*

FC

WITNESS

WITNESS

## MINUTE OF AGREEMENT

among

ANGUS COUNCIL, DUNDEE CITY  
COUNCIL, PERTH AND KINROSS  
COUNCIL AND FIFE COUNCIL("The Constituent Councils")

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## WHEREAS:-

- FIRST The Constituent Councils are planning authorities constituted under Section 1 of the Town and Country Planning (Scotland) Act 1997 ("the 1997 Act") and Section 2 of the Local Government etc (Scotland) Act 1994 ("the 1994 Act").
- SECOND The Scottish Ministers have, by virtue of The Strategic Development Planning Authority Designation (No 3) (Scotland) order 2008 (SSI No 197) designated The Constituent Authorities a group of planning authorities which are jointly to prepare and keep under review a strategic development plan for a strategic development plan area, all in terms of Sections 4 to 14 of the Town and Country Planning (Scotland) Act 1997 as amended or to be amended by Section 2 of the Planning etc (Scotland) Act 2006.
- 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 above functions.
- FIFTH It is anticipated that the said amended Sections 4 to 14 of the 1997 Act will come into force at different dates under separate commencement orders.

NOW THEREFORE

**ONE**            Commencement

This Agreement shall commence and have effect from the date of its last execution subject to the commencement dates of the above statutory provisions.

**TWO**            Constitution

There is hereby constituted a Joint Committee to be known as "The Dundee, Perth, Angus and North Fife Strategic Development Planning Authority" hereinafter referred to as "The Joint Committee" for the discharge of the above functions in terms of this Agreement.

**THREE**        Members

The Joint Committee shall consist of 12 members 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 and Kinross Council and 3 by Fife Council. 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. A person appointed as a substitute shall have the same powers at the meeting as the member whom he or she is representing.

**FOUR**         Period of Office

Members appointed by the Constituent Councils to the Joint Committee shall, subject to the provisions of Clause FIVE hereof, hold office, during the pleasure of the Council 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.

**FIVE**          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.

**SIX**            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.

**SEVEN**        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.

**EIGHT**        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.

Other than as provided for at Clause ELEVEN hereof at all meetings of the Joint Committee, or duly appointed Sub-Committees, a simple majority of those members present and voting shall be required in all voting procedures.

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

**NINE**            Powers and Duties of Joint Committee

Without prejudice to the foregoing provisions and subject always to the following provisions hereof the Joint Council shall have the power to undertake the function as referred to in Clause Second hereof, subject to the proposed boundary of the Dundee, Perth, Angus and North Fife Strategic Development Plan area, and the content of any Strategic Development Plan, the officer support arrangements and the financial arrangements being ratified by the Constituent Councils.

Provided always that:

Subject to Clause FIVE above 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.

TEN

Interim Clerk

The Chief Executive of Dundee City Council 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.

ELEVEN

Convener, Vice Convener and Clerk 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 rotate annually from amongst its members (alphabetically and by calendar year) in the following sequence:-

<u>Year</u>	<u>Convener</u>	<u>Vice-Convener</u>
2008/9	Angus Council	Dundee City Council
2010	Dundee City Council	Fife Council
2011	Fire Council	Perth and Kinross Council
2012	Perth and Kinross Council	Angus Council

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.

A Clerk to the Joint Committee who shall be the Monitoring Officer as defined in the Local Government and Housing Act 1989 shall be the Depute Chief Executive (Support Services) of Dundee City Council.

TWELVE     Resources

On the recommendation of the Strategic Development Plan Project Board, Dundee City Council shall appoint a Strategic Development Plan Manager on behalf of the Joint Committee who shall report to the Joint Committee and be responsible for carrying out the functions delegated to the Joint Committee. For the purposes of employment law and financial accountability Dundee City Council shall be the "employing authority" with financial contributions from all constituent authorities being channelled through Dundee City Council.

THIRTEEN    Amendment of Agreement

These presents may be amended but only by a further Minute of Agreement executed by the Constituent Councils in the same fashion as these presents.

FOURTEEN 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 or any dispute thereanent shall be referred to the arbitration of the Sheriff Principal of the Sheriffdom of Tayside, Central and Fife or any person appointed by him, whose decision shall be final and binding: IN WITNESS

WHEREOF these presents typewritten on this and the five preceding pages are executed as follows; videlicet they are sealed with the Common Seal of the said Perth and Kinross Council and subscribed for them and on their behalf by Geoffrey David Fog, one of their Legal Managers and Proper Officer for the purposes hereof all at Perth on the Thirtieth day of October Two Thousand and eight, they are subscribed for and on behalf of the said Angus Council by Sheona Craig Hunter, Head of Law and Administration and Proper Officer at Forfar on the Seventh day of November Two Thousand and eight in the presence of Lisa Jayne Rose, Principal Solicitor, Angus House, Orchardbank Business Park, Forfar, they are sealed with the Common Seal of the said Fife Council and subscribed for them and on their behalf by Iain Alexander Matheson, Chief Legal Officer and Proper Officer all at Glenrothes on the Twentieth day of November Two Thousand and eight and they are subscribed for and on behalf of the said Dundee City Council by Roger William Hunter Mennie, a Proper Officer, at Dundee on the Twenty first day of November Two Thousand and eight in the presence of David Alexander Barrie, Solicitor, Twenty one City Square, Dundee.

Lisa Jayne Rose (Witness) Sheona C Hunter AC

David A. Barrie  
Witness AK DC

G.D. Fog P+K

I. A. Matheson TFC





SECOND MINUTE OF VARIATION OF  
AGREEMENT

among

ANGUS COUNCIL, DUNDEE CITY COUNCIL,  
PERTH AND KINROSS COUNCIL and FIFE  
COUNCIL ("the Constituent Councils")

WHEREAS the Constituent Councils entered into a Minute of Agreement dated the Thirtieth day of October, Two thousand and eight, and subsequent dates whereby the Constituent Councils, inter alia constituted a Joint Committee to be known as "the Dundee, Perth, Angus and North Fife Strategic Development Planning Authority" and thereafter entered into a Minute of Variation of said Minute of Agreement dated the Eleventh day of September Two thousand and nine and have adopted thereunder a Scheme of Delegation and Financial Regulations WHEREAS the Constituent Councils have agreed to further amend the said Minute of Agreement (in terms of Clause THIRTEEN thereof) and the said Scheme of Delegation and Financial Regulations with effect from the last date of ratification of the amendments set out herein THEREFORE it is agreed by the Constituent Councils, as follows, videlicet:

FIRSTLY In the said Minute of Agreement, as amended:-

(ONE) In Clause Eight (Meetings) the number and words "4 ordinary meeting" shall be deleted and the following shall be substituted therefor:- "not fewer than 2 ordinary meetings".

(TWO) Clause NINE shall be deleted and the following shall be substituted therefor:-

"NINE Powers and Duties of the Joint Committee.

Without prejudice to the foregoing provisions and subject always to the following provisions hereof the Joint Committee shall have the power to undertake the functions set out in Clause SECOND hereof, (including all other statutory functions in relation to the preparation, making and keeping under review of the Strategic Development Plan) subject to the proposed boundary of the Dundee, Perth, Angus and North Fife Strategic Development Plan area, the Staffing Structure and SDPA budget being ratified by the Constituent Councils.

For the avoidance of doubt, the content of any Strategic Development Plan and the key stages of the plan preparation process, including the Main Issues Report on the Proposed Plan and responses to objections shall also require to be ratified by the Constituent Councils. Notwithstanding this, the Joint Committee shall have full delegated authority to:-

- (a) determine not to modify the Proposed Strategic Development Plan under Sections 10(3) and 12A(5) of the Town and Country Planning (Scotland) Act, 1997. If modifications were agreed by the Joint Committee under these provisions these would require ratification by the Constituent Councils.
- (b) approve background documents including background technical papers, Equalities Impact Assessment, Schedule of Responses to the Main Issues Report, Monitoring Statement, Development Plan Scheme and Adoption of Action Programmes at different stages of the plan process.
- (c) approve the content of the Summary of Unresolved Issues (under Paragraph 20 of and Schedule 4 to the Town and Country Planning (Development Planning (Scotland)

Regulations 2008 SSI 2008 No 426) if the Joint Committee determine not to modify the Proposed Strategic Development Plan.

SECONDLY In the said Scheme of Delegation (February 2009):-

- (a) In the preamble insert the words "as amended" after the words "Agreement" and "Regulations";
- (b) In Clause 5.1 add,
  - (i) Completion of Section 14 (of the 1997 Act) procedure (Publication and Publicity following consultation of Plan);
  - (j) Responding to requests by the appointed person for further representations and information under Paragraph 22 of the Town and Country Planning (Development Planning) (Scotland) Regulations 2008; and
  - (k) Execution of all actions necessary to comply with the procedural requirements relating to the functions delegated to the Joint Committee.

THIRDLY In the said Financial Regulations:-

In Clause 9.5, delete the words:- ", at the February meeting,"

FOURTHLY Save as amended hereby the whole terms and conditions of the said Minute of Agreement, Scheme of Delegation and Financial Regulations shall remain in full force

and effect: IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed as follows, videlicet, they are sealed with the Common Seal of Fife Council and subscribed for them and on their behalf by Jane Elizabeth Donaldson, Managing Solicitor, all at Glenrothes on the First day of August, Two thousand and eleven, they are subscribed for and on behalf of Angus Council by Sheona Craig Hunter, a Proper Officer, at Forfar on the Ninth day of the month and year aforementioned in the presence of George Alexander Beaton, Solicitor, Forfar, they are sealed with the Common Seal of Perth and Kinross Council and subscribed for them and on their behalf by Ian Taylor Innes, their Head of Legal Services and Proper Officer, all at Perth on the Twenty second day of the month and year lastmentioned, and they are subscribed for and on behalf of Dundee City Council by Roger William Hunter Mennie, a Proper Officer, at Dundee on the Twenty fourth day of the month and year last mentioned in the presence of David Alexander Barrie, Solicitor, Twenty one City Square, Dundee.

J E Donaldson PKC

Jane E. Donaldson

David A. Barrie  
Witness

Alex

DL

George Alexander Beaton

Sheona C Hunter