

## **EAST AYRSHIRE COUNCIL**

### **DEVELOPMENT SERVICES COMMITTEE - 1 AUGUST 2000**

#### **REVISED MINUTE OF AGREEMENT - AYRSHIRE JOINT STRUCTURE PLAN AND TRANSPORTATION COMMITTEE**

##### **Report by Solicitor to the Council**

#### **1. PURPOSE OF REPORT**

- 1.1** To recommend to Council approval of the revised Minute of Agreement between East, North and South Ayrshire Councils, incorporating the alterations necessary to extend the remit of the Ayrshire Joint Structure Plan Committee to include strategic transportation.

#### **2. BACKGROUND**

- 2.1** The Ayrshire Joint Structure Plan Committee was established in March 1996 with a Minute of Agreement to allow the Committee to function as a properly constituted joint Committee under the Local Government Acts.
- 2.2** At the September and December 1999 meetings of the Ayrshire Joint Structure Plan Committee, agreement was reached to extend the remit to include strategic transportation and to establish an Ayrshire Transport Group to fulfil the same advisory function as the Technical Management Team of the Ayrshire Joint Structure Plan Committee. As a consequence of these changes, the Ayrshire Joint Structure Plan Committee recommended to East, North and South Ayrshire Councils that there should be a change of name to the Ayrshire Joint Structure Plan and Transportation Committee. This was agreed formally by all three Councils.

#### **3. CURRENT POSITION**

- 3.1** The revised Minute of Agreement (attached as an Appendix with amendments to the original emboldened in italics) was submitted to the Ayrshire Joint Structure Plan Committee at its meeting on 30 June 2000 when it was agreed:-
- (i) to approve the changes to the revised draft Minute of Agreement;
  - (ii) to submit the revised draft Minute of Agreement to East, North and South Ayrshire Councils for formal approval; and
  - (iii) that the current Chairman, Councillor George Smith, East Ayrshire Council, together with the Structure Plan Manager, would conclude the formal signing of the revised Minute of Agreement.

#### **4. POLICY IMPLICATIONS - Nil.**

**5. LEGAL IMPLICATIONS**

- 5.1** In order to formalise the extended remit of the Ayrshire Joint Structure Plan Committee, the revised Minute of Agreement will require to be signed by the three Councils.

**6. FINANCIAL IMPLICATIONS**

- 6.1** The relevant administrative and legal costs associated with the administration of the Ayrshire Joint Structure Plan and Transportation Committee will be met by East Ayrshire Council (Department of Development Services) until March 2001.

**7. RECOMMENDATIONS**

- 7.1** The Committee is requested to:-

- (i) recommend approval of the draft Minute of Agreement between East, North and South Ayrshire Councils in respect of the Ayrshire Joint Structure Plan and Transportation Committee; and
- (ii) agree that the Head of Administrative and Legal Services/Solicitor to the Council would facilitate the formal signing of the revised Minute of Agreement between the three Local Authorities.

Barbara Haughan  
Solicitor to the Council

17 July 2000

AH/SR

**LIST OF BACKGROUND PAPERS**

1. Minute of Ayrshire Joint Structure Plan Committee of 30 June 2000.

Any person wishing to inspect the background papers or wishing further information relative to this report should contact Alex Hewetson, Administrative Officer, on telephone number (01563) 576093.

**MINUTE OF AGREEMENT**

between

**(FIRST) THE NORTH AYRSHIRE COUNCIL**, having its principal place of business at Cunninghame House, Friars Croft, Irvine (hereinafter referred to as "the First Party") **(SECOND) THE EAST AYRSHIRE COUNCIL**, having its principal office at London Road Centre, London Road, Kilmarnock (hereinafter referred to as "the Second Party") and **(THIRD) THE SOUTH AYRSHIRE COUNCIL**, having its principal office at County Buildings, Wellington Square, Ayr (hereinafter referred to as "the Third Party").

*all of which parties are constituted in terms of the Local Government Etc (Scotland) Act 1994.*

**WHEREAS** the parties hereto are Local Authorities in terms of the Local Government Etc (Scotland) Act 1994 and in terms of the ***Town and Country Planning (Scotland) Act 1997***, ***are required in terms of Section 5(4) to jointly carry out their functions as structure planning authorities under Sections 4 and 6-9 of the said 1997 Act***, they DO HEREBY AGREE as follows:-

**ONE**

**TITLE**

The parties shall constitute a Joint Committee to be known as “The Ayrshire Joint Structure Plan **and Transportation** Committee” (*hereinafter referred to as “the Joint Committee”*).

**TWO**

**MEMBERSHIP**

The **Joint** Committee shall consist of an equal number of representatives from each of the parties up to a maximum of 12 Members.

**THREE**

**CHAIRMAN**

The Chairman of the Joint Committee shall be elected by the Members attending the first Meeting of the said Committee and shall hold office for a period of one year from the said first Meeting.



Thereafter the Chairman shall be elected from one of the two other parties and on an annually rotating basis thereafter.

#### FOUR

#### SUB-COMMITTEE

There shall be constituted a Sub-Committee of the Joint Committee comprising the Chairman of each said Authority's Committee responsible for the discharge of its Planning **and/or Transportation** function under its respective Scheme of Delegation. The said Sub-Committee shall deal with all matters considered to be urgent and not capable of being deferred until the next meeting of the Joint Committee. All decisions so taken by the Sub-Committee shall be homologated by the Joint Committee.

#### FIVE

#### SUPPORT SERVICES

The party of whom the Chairman is a Member for each year shall provide the **Joint** Committee with such administrative, financial and other secretarial support as is required, the cost of which shall be borne for the year by the party of which the then Chairman is a Member.

#### SIX

#### TERMS OF REFERENCE

***The parties hereby agree that the following functions shall be discharged by the Joint Committee:-***

- (1) ***The functions conferred upon the parties under Sections 4 and Sections 6-9 of the Town and Country Planning (Scotland) Act 1997.***
- (2) To prepare, monitor, publish and review the Structure Plan for Ayrshire on behalf of the ***parties.***
- (3) To carry out the formal processes of public approval of the Structure Plan, in conjunction with the ***parties,*** including its formal submission to the ***Scottish Ministers.***
- (4) To prepare any other reports or plan relating to strategic policy as considered necessary.
- (5) To take an overview of the development control

process of the **parties** in order to advise on matters of strategic importance.

- (6) To provide advice to the **parties** on the content of their local plans as it relates to conformity with strategic policy.
- (7) To assist the **parties** in the preparation of evidence for planning appeals and local plan inquiries that involve strategic issues and to provide specialist witnesses as appropriate.
- (8) To co-ordinate data collection and statistical standards for planning purposes in a way that allows for a consistent approach across the **parties**, including the preparation of appropriate forecasts and models.
- (9) To monitor, respond to, and comment upon Structure Plans and other strategic documents, planning applications and other development proposals submitted to the Joint Committee for comment by adjoining local authorities.
- (10) To liaise with, and make representations to Central Government, the **Scottish Parliament, Ministers and Executive**, Scottish Enterprise National, Local Enterprise Companies and other bodies as necessary on matters of relevance to Structure Plans and strategic planning in Ayrshire.
- (11) To take any other action deemed necessary to sustain the Structure Plan and strategic policy in Ayrshire.

### ***Transportation***

- (12) ***To advise the Joint Committee on transportation issues.***
- (13) ***To promote Ayrshire's Strategic Transport Policy.***
- (14) ***To ensure integration between transport, land use, economic development, social inclusion and the environment.***
- (15) ***To provide a strategic context for local transport strategies.***



- (16) To co-ordinate technical work and research, including the development of an Ayrshire Transport Model.**

**SEVEN**

**SUPPORT TEAM**

The said Joint Committee shall be supported by a core team comprising staff seconded from the constituent authorities and possessing the required technical and support skills. A Team Manager shall be appointed by the Joint Committee and will be responsible to the Committee through the Directors of the relevant Departments with responsibility for the Planning and Transportation Services for each authority. The Team Manager shall be responsible for the day-to-day management and administration of the service.

**EIGHT**

**TECHNICAL MANAGEMENT TEAM/AYRSHIRE TRANSPORT GROUP**

***In relation to functions (1) to (11) detailed in Condition SIX there shall be a Technical Management Team comprising the Head of Planning Service from each Member Authority and the Team Manager (hereinafter referred to as "the Technical Management Team"). In relation to functions (12) to (16) detailed in Condition SIX there shall be an Ayrshire Transport Group comprising the Heads of the Services of Planning and Transportation from each of the parties. The role of the Technical Management Team and the Ayrshire Transport Group shall be to liaise with the parties and ensure proper integration between local and strategic issues. As necessary, the Technical Management Team and the Ayrshire Transport Group shall be able to co-opt additional relevant officers from outside the parties to provide technical advice and assistance.***

**NINE**

**QUORUM**

The quorum of any Meeting of the Joint Committee shall be 1/3rd of the total number of Members, subject to at least one Member being present from each Authority.

## TEN

## VOTING RIGHTS

Each Member so appointed by any of the parties hereto present at a Meeting of the Committee shall have one vote. In the case of an equality of votes the Chairman of the Meeting whether or not he or she voted in the first instance may be given a casting vote.

## ELEVEN

## MINUTES

The Minutes of Meetings of the Joint Committee shall be circulated prior to the following Meeting and shall be formally approved.

## TWELVE

## COMMITTEE MEETINGS

The **Joint** Committee shall meet as required but in any case not less than twice a year. Meetings of the **Joint** Committee shall be convened at the instance of the Chairman who shall give not less than fourteen days notice of the Meeting.

## THIRTEEN

TECHNICAL MANAGEMENT TEAM/AYRSHIRE  
TRANSPORT GROUP MEETINGS

Officers who are Members of the Technical Management Team and the **Ayrshire Transport Group** shall meet as necessary or as the **Joint** Committee may direct.

## FOURTEEN

## ATTENDANCE OF OFFICERS

Officers who are Members of the **Technical** Management Team and the **Ayrshire Transport Group** shall be required to attend Meetings of the **Joint** Committee to provide such technical and professional advice as is required by any Member of the **Joint** Committee. Officers shall not be entitled to vote at any **Joint** Committee Meeting.

## FIFTEEN

## RULES OF MEMBERSHIP

Any of the parties hereto may withdraw from the **Joint** Committee but shall give the other parties twelve months prior written notice of their intention to withdraw.

**SIXTEEN**

**REPRESENTATION**

Representative members shall be appointed for such terms as each **party** may determine having regard to the desirability of continuity; But representatives may only remain members of the **Joint** Committee while they continue to be Members of the appointing party.

**SEVENTEEN**

**FINANCE**

The expenses of the Committee, including staffing matters shall be met by an annual contribution from each of the parties hereto in equal proportions. The said Technical Management Team, and **Ayrshire Transport Group** shall prepare a budget for consideration of the said Joint Committee which shall thereafter submit recommendations to each of the parties for formal approval. The resources of the Support Team will be administered by the **Third Party**, and the two other **Parties** shall ensure transfer of their proportion of the budget timeously.

**EIGHTEEN**

***For the avoidance of doubt/purposes of clarification the Minute of Agreement between North Ayrshire Council, East Ayrshire Council and South Ayrshire Council and last signed 29 October 1996, shall be superseded by this Agreement and will have no further effect.***

IN WITNESS THEREOF

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North Ayrshire Council

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East Ayrshire Council

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South Ayrshire Council

**AGENDA**