

WEST DUNBARTONSHIRE COUNCIL

At a Special Meeting of West Dunbartonshire Council held in the Council Chamber, Council Offices, Garshake Road, Dumbarton on Wednesday, 5 October 2016 at 5.05 p.m.

Present: Provost Douglas McAllister and Councillors Denis Agnew, George Black, Jim Bolland, Gail Casey, Jim Finn, William Hendrie, David McBride, Jonathan McColl, Michelle McGinty, Patrick McGlinchey, Marie McNair, John Millar, John Mooney, Ian Murray, Tommy Rainey, Martin Rooney, Kath Ryall and Hazel Sorrell.

Attending: Joyce White, Chief Executive; Richard Cairns, Strategic Director – Regeneration, Environment & Growth; Angela Wilson, Strategic Director – Transformation & Public Service Reform; Ronnie Dinnie, Strategic Lead – Environment & Neighbourhood; Peter Hessett, Strategic Lead – Regulatory; Vicki Rogers, Strategic Lead – People & Technology; Stephen West, Strategic Lead – Resources; and Scott Kelly, Committee Officer.

Apologies: Apologies for absence were intimated on behalf of Councillors Jim Brown, Lawrence O'Neill and Gail Robertson.

Provost Douglas McAllister in the Chair

URGENT ITEMS OF BUSINESS

Councillor Rooney requested that consideration be given to an emergency motion concerning support to West Dunbartonshire Community Foodshare (WDCF).

Having heard Councillor Rooney state the terms of his proposed motion, it was noted that without financial support from the Council, WDCF would require to serve redundancy terms on one of its workers at the end of the month.

The Provost advised that he was satisfied, for these reasons, that the matter was urgent and that the motion would therefore be considered following the conclusion of all items of business on the agenda.

The Provost then advised that he had received a request from Councillor Agnew for consideration to be given to an emergency motion concerning support to community groups in relation to water charges. Councillor Agnew was invited to state the terms of his proposed motion and it was noted that certain groups were under threat of potential legal action from a debt collection agency.

The Provost advised that, in view of the potential legal action, he was satisfied of the urgent nature of the matter and that consideration would be given to the motion at the end of the meeting.

DECLARATIONS OF INTEREST

It was noted that there were no declarations of interest in any of the items of business on the agenda.

DELIVERING FOR THE FUTURE – JOINT WORKING AND SHARING SERVICES

A report was submitted by the Chief Executive seeking approval of the Joint Committee Minute of Agreement, detailed within Appendix 1 to the report, which was required to establish the governance structure necessary for the Joint Committee and to allow the sharing of services among participating Councils.

Councillor McBride, seconded by Councillor McColl, moved:-

That Council agrees:-

- (1) to approve the terms of the Joint Committee Minute of Agreement as contained at Appendix 1 to the report (which also forms Appendix 1 to these minutes);
- (2) to appoint four elected members to sit on the Joint Committee, with two members being nominated by the Administration and two by the Opposition;
- (3) that East Dunbartonshire Council shall be the first chair authority; and
- (4) that West Dunbartonshire Council shall be the first vice-chair authority.

It was noted that, should Council agree to the motion, the Administration's nominations for the Joint Committee would be Councillors McBride and McGlinchey, and that Councillors Agnew and Hendrie would be the Opposition's nominations.

As an amendment, Councillor Bollan, seconded by Councillor Black, moved:-

That Council does not agree the recommendations contained in the report, namely:-

- (1) the terms of the Joint Committee Minute of Agreement as contained at Appendix 1 to the report;
- (2) to appoint four elected members to sit on the Joint Committee;
- (3) that East Dunbartonshire Council shall be the first chair authority; and

- (4) that West Dunbartonshire Council shall be the first vice-chair authority.

On a vote being taken, 2 Members voted for the amendment and 17 for the motion, which was accordingly declared carried.

PROPOSED JOINT CIVIL CONTINGENCIES SERVICE

A report was submitted by the Strategic Lead – People & Technology seeking approval for West Dunbartonshire Council to join the Civil Contingencies Service.

Following discussion and having heard the Strategic Lead – People & Technology in answer to Members' questions, Council agreed:-

- (1) to approve the proposal to join the Civil Contingencies Service; and
- (2) to authorise the Chief Executive, in conjunction with the Strategic Lead – Regulatory to progress to agreement in respect of the "Minute of Agreement" and "detailed specification of service" for the Joint Civil Contingencies service to reflect the expansion of the service to include West Dunbartonshire Council.

URGENT ITEMS OF BUSINESS

(a) Emergency Motion by Councillor Martin Rooney – Support to West Dunbartonshire Community Foodshare

WDCF provide a valuable and essential community service to some of our most vulnerable residents.

There is a real risk that the lack of future funding will result in the group ceasing to operate.

This would have a negative impact on crisis services across the Council.

Therefore, this Council agrees to provide £7,000 from the General Reserve to support WDCFS.

WDCF Background:

West Dunbartonshire Community Foodshare was established in April 2013 in response to the growing need in the area. WDC was fully supportive of the establishment of the organisation and provided a range of supports. This included the purchase of the food donation point which sits in the reception of Garshake.

WDCF were initially leasing a unit on Lime Road from the Council, however had to be relocated temporarily due to a vermin issue. Action was taken by the Council to ensure the Lime Road unit was fit for purpose however feedback from WDCF was that they had grown out of the unit and still had concerns about the vermin issue. Following some discussion it was agreed that WDCF would remain in the unit at Leven Valley and that we would guarantee a lower rental charge for that unit for a period of 12 months to allow the group to secure longer term funding.

At the same time we explored options with the group to use the asset transfer process to lease / purchase the Phoenix Centre. Following discussions with the board it was decided not to pursue this move until they had a longer term business plan and funding model in place.

Over the period the group had grown to provide more than a food parcel support to the community, they now also coordinate a Christmas present donation service and a school uniform bank for local primary schools. They also provide hygiene packs to support individuals before job interviews etc.

When a previous parcel of funding came to an end WDCF were no longer able to employ a development worker. At this time we offered enhanced community development support to advice on business planning through one of the communities workers.

The group were signposted to WDCVS for support in accessing longer term funding. However feedback from WDCVS and WDCF is that this was not successful – The Council is currently facilitating more engagement with the funding support offered by WDCVS.

At present WDCF have a Big Lottery Funding application pending decision – this is unlikely to be notified until March/ April 2017. This leaves WDCF with an operational funding gap of around £7,000 until April 2017.

Councillor McColl asked Councillor Rooney if he would accept the following as an addendum to his motion:-

We understand that another food share in the area, Food For Thought, which is a food share to which the Council also makes referrals, may be in similar financial difficulties.

Council instructs officers to make contact with Food For Thought to ascertain whether they require any assistance from the Council or CVS.

Councillor Rooney confirmed that he was happy to accept the addendum.

Having heard the Strategic Lead – Regulatory, it was noted that, should Council agree to approve the motion, with its addendum, and should it be confirmed that Food For Thought was in need of any assistance, the matter of providing this assistance would require to be considered at a future meeting of Council.

The Council agreed to approve the motion, as amended.

(b) Emergency Motion by Councillor Denis Agnew – Funding for Community Groups

In light of recent actions by Business Stream to collect water charges on behalf of Scottish Water from Community Groups (in particular Tenants' Associations who have their own premises) that are not registered charities; therefore this Council agrees to set up a fund of £5,000 to help such Community Groups until they can be registered as a charity as only registered charity groups can receive exemption from water charges. The funds to be taken from Council reserves. Further Council authorises the Strategic Lead – Resources to develop a fair scheme for the allocation of fund money to any such groups in need.

Furthermore this Council agrees to write to the Scottish Government to seek a change to the legislation, whereby only registered charities are eligible for exemption from water charges.

Councillor McColl asked Councillor Agnew if he would accept as an addendum to his motion the addition of the words 'if required' to the end of its final sentence.

Councillor Agnew confirmed that he was happy to accept the addendum.

As an amendment, Councillor McBride moved:-

That Council agrees to continue consideration of this matter in order that officers can prepare a report explaining the circumstances described in the motion and providing possible solutions and recommendations. The report would be submitted to the most appropriate committee or Council meeting.

Councillor Black asked Councillor McBride if he would accept as an addendum to his amendment the addition of the words 'as quickly as possible' to the end of its final sentence.

Councillor McBride confirmed he was happy to accept the addendum to his amendment.

Having heard the Chief Executive and the Strategic Lead – Regulatory, in clarification of certain matters, Councillor McColl seconded Councillor Agnew's motion and Councillor Black seconded Councillor McBride's amendment.

On a vote being taken, 17 Members voted for the amendment, as amended, and 2 for the motion. The amendment was accordingly declared carried.

The meeting closed at 6.00 p.m.

MINUTE OF AGREEMENT

among

(One) **EAST DUNBARTONSHIRE COUNCIL** constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at Southbank Marina, 12 Strathkelvin Place, Kirkintilloch, Glasgow G66 1TJ;

(Two) **INVERCLYDE COUNCIL** constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at Municipal Buildings, Clyde Square, Greenock, PA15 1LY; and,

(Three) **WEST DUNBARTONSHIRE COUNCIL**, constituted in terms of the Local Government etc. (Scotland) Act 1994 and having its principal office at Garshake Road, Dumbarton, G82 3PU.

(hereinafter referred to as “the parties”)

WHEREAS the purpose of this Agreement is to make arrangements for the joint discharge of statutory functions in terms of the Local Government (Scotland) Act 1973 (“the 1973 Act”) and of the Local Government in Scotland Act 2003 (“the 2003 Act”) and the establishing of a Joint Committee to oversee the delivery of Local Authority Services to the communities of East Dunbartonshire, Inverclyde and West Dunbartonshire Councils, AND WHEREAS the parties hereto have agreed to delegate the discharge of various functions jointly, in terms of section 57 (1) (b) of the 1973 Act NOW THEREFORE the parties agree as follows:

Definitions

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

“Administrative Support” means committee and legal advice and support;

“Agreement” means this Minute of Agreement;

“Authority” means each of the parties to the Agreement;

“Clerk” means the Head of Legal, or other nominated officer, of the Secretariat Authority;

“Secretariat Authority” means the Authority which chairs the Joint Committee and provides administrative services in support of the Joint Committee’s operation and decision making;

“Service Agreement” means the deed(s) which govern and regulate the specific services and functions to be delegated to the Joint Committee;

“Service Lead” means the principal Authority (if any) for a particular Shared Service, as defined in the relevant Service Agreement;

“Shared Service” means the specific services and functions to be delegated to the Joint Committee.

1. Commencement and Duration

This Agreement shall commence with effect from 1 November 2016 and shall thereafter subsist for such period as the parties (or at least two of them) shall continue to participate in a Shared Service, subject to the provisions of Clause 12 (Withdrawal from Agreement). Each Service Agreement shall make provision for the disaggregation of the Shared Service to which it relates in the event of withdrawal by any of the parties from the Shared Service, including provision for liability of the withdrawing party for the costs associated with such withdrawal.

2. Constitution and Remit

There is hereby constituted a Joint Committee to be known as the East Dunbartonshire, Inverclyde and West Dunbartonshire Councils’ Shared Service Joint Committee, (to be hereinafter referred to as “the Joint Committee”). The administration of the Joint Committee shall be carried out by the Secretariat Authority. The Shared Services shall be determined by the parties from time to time and set out in Service Agreements to follow hereon. The Joint Committee is empowered by each of the parties hereto:

- 2.1 To manage and monitor spend within the budget approved by the parties hereto in relation to each Shared Service subject always to the terms of the relative Service Agreement;
- 2.2 To develop and implement a strategic policy framework for the operation of each Shared Service to receive, scrutinise and approve service plans for implementation of the policies and priorities for service delivery relative to each Shared Service;
- 2.3 To co-ordinate, guide, monitor and review the performance and discharge of Shared Services by officers of the relevant Authorities or Service Lead as the case may be;
- 2.4 To take decisions on a service by service basis in accordance with the terms of the relevant Service Agreements, provided that any associated spend must be offset by additional income or savings from elsewhere within the budget for that Shared Service;
- 2.5 To consider and approve an annual Service Plan in respect of each Shared Service including the Budget as provided for in Clause 9.2 hereof for submission to each Authority for agreement.

3. Membership

- 3.1 Each Authority shall be represented by four Elected Members on the Joint Committee.
- 3.2 Each of the Elected Members so appointed shall, subject as hereinafter provided, continue in office until they are re-appointed or replaced by the appointing Authority, subject always to s57(5) and s59 of the 1973 Act. No substitutes shall be permitted.
- 3.3 A member of the Joint Committee shall cease to be a member when he or she ceases to be an Elected Member of the appointing Authority or on the appointment by that Authority of another Elected Member in his or her place, whichever shall first occur.

4. Quorum

- 4.1 The quorum of the Joint Committee shall be two thirds of the total members with at least one Elected Member representing each Authority. If the two thirds figure does not represent a whole number, the two thirds figure shall be rounded up to the nearest whole number.
- 4.2 Provision shall be made in the Standing Orders whereby Elected Members may only vote in relation to the specific Shared Services relative to their Authority.

5. Standing Orders

The Joint Committee shall adopt its own Standing Orders. In the event of any inconsistency between the Standing Orders and this Agreement the provisions of this Agreement shall prevail.

6. Meetings

- 6.1 The Joint Committee shall meet at least twice in each financial year or more often as is required to conduct its business. The meetings of the Joint Committee shall be convened by the Secretariat Authority and meetings will be similarly located within the Secretariat Authority in ordinary course.
- 6.2 A meeting of the Joint Committee shall be open to the public except to the extent the public are excluded (whether during the whole or part of the proceedings) under Section 50A of the Local Government (Scotland) Act 1973.

7. Chair and Vice Chair

- 7.1 The positions of Chair and Vice Chair shall be elected at the first meeting of the Joint Committee.
- 7.2 The position of Chair shall be held for a period of two years by an Elected Member from each Authority in turn, with each subsequent Chair being the previous Vice Chair and taking up his or her position on the second anniversary of the first meeting. The appointment of the Chair of the Joint Committee shall be undertaken by the Authority from whose Elected Members the Chair shall be selected.

- 7.3 The position of Vice Chair shall be held for a period of two years by an Elected Member of the next sitting Secretariat Authority, with each subsequent Vice Chair taking up his or her position on the second anniversary of the first meeting. The appointment of the Vice Chair of the Joint Committee shall be undertaken by the Authority from whose Elected Members the Vice Chair shall be selected.
- 7.4 In the event of the Chair being absent from a meeting, the Vice Chair shall assume the Chair for that meeting.

8. Administration

The Administrative Support to the Joint Committee in any year shall be undertaken by the Secretariat Authority. The cost of providing such Administrative Support shall be borne by the Secretariat Authority providing such Administrative Support in that year.

9. Finance

- 9.1 Prior to the commencement of any Service Agreement the Joint Committee shall receive from each Authority, confirmation of resources to be allocated by that Authority for the provision of the functions identified as being the Shared Service as defined in the relevant Service Agreement.
- 9.2 In each subsequent year and in respect of each Shared Service, the relevant Authorities or Service Lead, as the case may be, shall prepare a Service Plan for the following three financial years setting out the level of service to be provided to the participating Authorities, in accordance with the Service Agreement for that Shared Service, and the budget required to fulfil that plan. Such Service Plan shall be submitted for approval to the Joint Committee not later than First November in each year. The Joint Committee shall thereafter make recommendation to each of the parties hereto for formal approval of the Service Plan including the relevant budget.
- 9.3 The proportion of the cost of delivery of any Shared Service to be met by each Authority in respect of the Shared Service shall be as set out in the Service Agreement relating to that Shared Service.
- 9.4 Each participating Authority using best endeavours agrees to approve and confirm to the Joint Committee the level of funding to be allocated by that Authority for the following financial year for each Shared Service by no later than 28 February in each year.
- 9.5 Annual accounts for each of the Shared Services shall be prepared by the respective Authorities or Service Lead, as the case may be, and submitted to the Joint Committee.
- 9.6 Appropriate arrangements for external audit shall be put in place.

10. Scrutiny

Scrutiny in respect of the Joint Committee will be undertaken by each Authority in accordance with its own scrutiny processes, as set out within the respective Corporate Governance arrangements.

11. Variation of Agreement

Any alteration of the terms of this Agreement shall be by way of a further Minute of Agreement signed by all the parties hereto.

12. Withdrawal from Agreement/Disaggregation

12.1 If any Authority wishes to withdraw from this Agreement it may do so with effect from the end of the Joint Committee's next financial year subject to giving to the Clerk not less than 18 months' notice in writing to that effect.

12.2 An Authority may withdraw from a Shared Service subject to complying with the provisions in the relevant Service Agreement relating thereto, including meeting any costs, including severance costs, associated with such withdrawal.

13. Publicity

A communications strategy shall be agreed among the parties and no press release or public intimation shall be made by an Authority unless it is in accordance with the agreed communications strategy, or otherwise agreed in advance by all of the parties.

14. New Parties

Where a local authority which is not a party to this Agreement requests to become a member of the Joint Committee and utilise some or all of the Shared Services, then the consent of each Authority, acting reasonably, is required. Where each Authority consents to such a request then in accordance with Clause 11, the parties shall vary the terms of this Agreement and any relevant Service Agreement amending that which has to be amended to include the new Authority: IN WITNESS WHEREOF