

ABERDEEN CITY COUNCIL

COMMITTEE	Council
DATE	15 March 2017
INTERIM DIRECTOR	Bernadette Marjoram
TITLE OF REPORT	Formation of Joint Committee for Roads Collaboration
REPORT NUMBER:	CHI/17/002
CHECKLIST COMPLETED	Yes

1. PURPOSE OF REPORT

The report is to highlight the progress made in the Collaboration Project and the move to a Joint Committee in order to assist in the management of the shared tasks in an open and transparent arrangement

2. RECOMMENDATION(S)

That the Council; for its interest, is recommended to

- 2.1 Agree to join in the establishment of a Joint Committee in terms of Section 56 and 57 of the Local Government (Scotland) Act 1973 with Aberdeenshire Council, Angus Council, Argyll and Bute Council, Comhairle nan Eilean Siar, The Highland Council, The Moray Council, and the Orkney Islands Council to be known as The Northern Roads Collaboration Joint Committee;
- 2.2 Empower the Joint Committee by delegating to it the necessary functions to deliver the collaboration programme as outlined in Appendix A of this report
- 2.3 Amend the constitutional documents (including any Scheme of Delegation or equivalent) to give effect to the establishment of the Joint Committee including the delegation of powers to it as set out in Part 1 of the Schedule in Appendix A; and in doing so has incorporated the wording set out in Part 1 of the Schedule into its constitutional documents in identical form. Member Councils acknowledge that this is necessary to ensure consistency in the delegation of powers by each Member Council to the Joint Committee.

- 2.4 Approve the Joint Committee adopting standing orders based on the terms of the Inter Authority Agreement to be adopted by the Joint Committee at its first meeting (“the Standing Orders”) subject to review and approval by Head of Legal and Democratic Services following consultation with the Head of Public Infrastructure and Environment and the Convenor of the Communities Housing and Infrastructure Committee, which may be reviewed and amended from time to time. The Standing Orders shall govern proceedings at meetings of the Joint Committee and any sub-committees.
- 2.5 Agree that the Communities, Housing & Infrastructure Committee appoint two named members from the council and appoint two named substitute members to the Joint Committee;
- 2.6 Amend the Communities, Housing & Infrastructure Committee Terms of Reference to permit that Committee to receive, and make decisions on, recommendations from the Northern Roads Collaboration Joint Committee in respect of any document, agreement or other matter; as set out in Appendix B
- 2.7 Authorise the Head of Legal and Democratic Services to agree the governance and administrative arrangements for the Joint Committee, following consultation to enter into an inter-authority agreement with the other member Councils following consultation with Head of Public Infrastructure and Environment, and the Convenor of the Communities, Housing and Infrastructure Committee; (Draft Copy attached as Appendix A)
- 2.8 Note that decisions on whether a Council participates in roads collaboration projects will be reserved to the Councils and not delegated to the proposed Joint Committee; and
- 2.9 Agree that Aberdeenshire Council take the role of Lead Authority for year 1 of the Joint Committee.

3. FINANCIAL IMPLICATIONS

The fundamental financial consideration within this proposal is the requirement to provide assurances to each Council that within the governing body, although investment may at times be directed for the benefit of collective service provision and for driving efficiencies, every investment benefit will be clearly focused and identifiable for each Council’s own budget. The establishment of governance to lead the development of collaborative activity does not in itself have any financial implications. If a Joint Committee is to be formed at some stage, a Lead Authority will be needed and there may be some limited financial contribution required from partners to that. Each

collaborative activity will be subject to a high level business case assessment prior to seeking approval from Elected Members.

Based on three meetings of the Joint Committee a year with associated production of papers, expenses associated with room provision and travel/ICT plus staff time it is estimated that the costs to support the Joint Committee should not exceed £8000 a year. This assumes that any staff/member time beyond attendance at and preparing for the Joint Committee is absorbed by each authority. If split equally then the direct cost per authority should not exceed £1000 a year.

4. OTHER IMPLICATIONS

Equalities, Staffing and Financial Implications

- 4.1 An equality impact assessment is not required because the recommended actions don't have a differential impact on people with protected characteristics.
- 4.2 The establishment of governance to lead the development of collaborative activity does not have any HR implications. The HR implications of each collaborative activity will be included in the business case work.

5. BACKGROUND/MAIN ISSUES

5.1 National Reviews

National Roads Maintenance Review 2012

A continuation of the 2011 Phase 1 report made a number of recommendations to Roads Authorities. In particular there was an increased expectation of collaboration.

“The Option 30 study report has been produced by a dedicated Task Group led by senior industry figures.

The report concludes that improvement on the current arrangements can be achieved and that sharing of services should be explored by all roads authorities in the short term. Structural reform of roads authority arrangements is also worthy of further study but the realisation of benefits will take longer to achieve.

The report therefore recommends that the sharing of services are explored

further by roads authorities now and that structural reform can be explored further in the future if the anticipated benefits of shared services are not sufficiently realised. It also recommends the provision of an appropriate central resource to drive and support change.”

Maintaining Scotland’s Roads 2016

This audit follows up previous audit reports in 2012 and 2013.

It reviewed:

- changes in road condition and spending on roads maintenance since the 2011 report
- progress made against previous audit recommendations
- progress in implementing the actions set out in the NRMR, in particular Option 30.

“Ensure that they work closely with the Roads Collaboration Programme and regional group partners to determine the extent of shared service models for roads maintenance operations”

- 5.2 Aberdeen City: Aberdeenshire Council, Moray Council, Angus Council, Argyll and Bute Council, Highland Council, Orkney Council and Western Isles Council have all been in discussion about collaboration and sharing of services relating to Roads since late 2014.
- 5.3 On 20 January 2016 the CH&I Committee considered a report on the formation of a Northern Roads Collaboration Forum
- two members of the CH&I Committee, Ross Grant and Ramsay Milne, were nominated to represent the Council on the Northern Roads Collaboration Forum.
 - the Forum was considered a precursor to forming a Joint Committee to support formal sharing/collaboration across roads services;
 - the proposal for ACC to sign up for the Joint Committee was to be submitted to a future meeting of the Council.
- 5.4 The first meeting of the Forum was held in the Moray Council Chambers on the 30th September 2015; further meetings of the Forum took place in January June and October 2016 with members from all authorities attending.
- 5.5 Head of Service (PI&E) had a meeting in October 2017 with the Director of Infrastructure Services at Aberdeenshire Council to discuss how the two councils could collaborate more on Roads Operations, Aberdeenshire Council had approved becoming a member of the Joint Committee and as such considered that all roads collaboration should be through this committee.

- 5.6 Currently there are three authorities that have not agreed membership of the Joint Committee, Aberdeen City and the Orkney Isles. Orkney have decided to defer their report until June 2017.
- 5.7 Aberdeen City Council, along with other Roads Authorities, has for many years, sought and introduced a range of local and national collaborative and shared service/capacity initiatives, recognising the value of working with others to improve resilience and to reduce costs. Much of this work to date has been informal, but does illustrate a positive culture of co-operation, and good starting point for more formal arrangements.
- 5.8 Although collaboration exists, particularly among neighbouring councils, Local Authorities are in some cases struggling to overcome barriers to fully benefit from increased collaborative activity, due in the main to the perceived complexities of EU procurement law.
- 5.9 Scotland has an ageing population and, by extension, an ageing work force. This is a recognised issue within the demographic of road services professionals. This, coupled with a reduced workforce 'pool' of specialised skills, and difficulties in succession planning, means that it is necessary to address workforce planning strategies now to provide a resilient workforce in the future. There is a need to look at opportunities to pool resources, up-skill staff, encourage new people to work in this service area, and increase local employment opportunities at all levels as part of future collaborative work. The ability of local authorities to work together is considered essential, not only to deliver long term efficiencies, but to provide resilience in this key frontline service for Scotland's communities.
- 5.10 Officers and members of the respective Councils met as a Forum on 3 March 2016 and members agreed to move to the establishment of a Joint Committee.

6. IMPACT

Improving Customer Experience –

The actions which on from the formation of a joint committee should have no initial visible effect on the customer experience, as the work and collaboration increase then service delivery should be improved.

Improving Staff Experience –

Staff will be working with service deliverers from other parts of Scotland, this will assist in the sharing of best practise and procedures

Improving our use of Resources –

Shared resources will assist in improved service delivery..

Corporate -

Corporate direction in the delivery of a service will not change

Public –

Public should see a better use of council finance and project delivery.

7. MANAGEMENT OF RISK

A Risk Action Plan will be prepared for all projects that proceed through the Joint Committee

8. BACKGROUND PAPERS

<http://councilcommittees.acc.gov.uk/documents/g3790/Public%20reports%20pack%2020th-Jan-2016%2014.00%20Communities%20Housing%20and%20Infrastructure%20Committee.pdf?T=10>

<http://www.audit-scotland.gov.uk/report/maintaining-scotlands-roads-a-follow-up-report-0>

9. REPORT AUTHOR DETAILS

Mike Cheyne, Roads Infrastructure Manager
mcheyne@aberdeencity.gov.uk
(01224) 522984

APPENDIX A

2016

Agreement between

Aberdeen City Council

Aberdeenshire Council

Angus Council

Argyll and Bute Council

Comhairle nan Eilean Siar

The Highland Council

The Moray Council

The Orkney Islands Council, and

all incorporated by either the Local Government
(Scotland) Act 1973 or the Local Government etc.
(Scotland) Act 1994

Date of Delivery _____

MINUTE OF AGREEMENT

BETWEEN:

- (1) **Aberdeen City Council**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its head office at Marischal College, Broad Street, Aberdeen which expression shall include their successors, permitted assignees and transferees;
- (2) **Aberdeenshire Council**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its head office at Woodhill House, Westburn Road, Aberdeen which expression shall include their successors, permitted assignees and transferees;
- (3) **Angus Council**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its head office at Angus House, Orchardbank Business Park, Orchardbank, Forfar which expression shall include their successors, permitted assignees and transferees;
- (4) **Argyll and Bute Council**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its head office at Kilmory, Lochgilphead, Argyll which expression shall include their successors, permitted assignees and transferees;
- (5) **Comhairle nan Eilean Siar**, a local authority constituted as the Western Isles Islands Council in terms of the Local Government (Scotland) Act 1973, thereafter designed and known as the Western Isles Council in terms of the Local Government etc. (Scotland) Act 1994 and having changed its name in terms of the Local Government (Gaelic Names) (Scotland) Act 1997, having its principal offices at Council Offices, Sandwick Road, Stornoway, Isle of Lewis which expression shall include their successors, permitted assignees and transferees;
- (6) **The Highland Council**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its head office at Glenurquhart Road, Inverness which expression shall include their successors, permitted assignees and transferees;
- (7) **The Moray Council**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its head office at Council Office, High Street, Elgin which expression shall include their successors, permitted assignees and transferees;
- (8) **The Orkney Islands Council**, a local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its head office at School Place, Kirkwall KW15 1NY which expression shall include their successors, permitted assignees and transferees; and

(Each a “**Member Council**” and together the “**Member Councils**”).

WHEREAS:

1. The Member Councils wish to make arrangements for the joint discharge of road and road related functions, including ports and harbours, and have agreed to appoint a Joint Committee under section 56 of the Local Government (Scotland) Act 1973 for the purpose of overseeing the discharge of those functions; and
2. The Member Councils have agreed to enter into this Minute of Agreement to protect and further their respective road, flood and coast related interests, to further co-operate and collaborate in road service management, planning and delivery, and to seek consistency of compliance with the requirements of all relevant legislation and Government guidance.

THE PARTIES AGREE as follows:

DEFINITIONS AND INTERPRETATION

In this Agreement, the following expressions shall have the following meanings:-

“Agreement”	Means this Agreement including the Schedule
“Appointed Member”	Means an elected member appointed by a Member Council to the membership of the Joint Committee
“Confidential Information”	Means information concerning any Member Council or the Roads Collaboration that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) which is not publically known and which is used in or otherwise relates to the Roads Collaboration or any Member Council’s business, affairs, finances, costs, developments, arrangements, governance, know-how, personnel and in each case regardless of whether such information is marked as “confidential”. Such information shall include (but without limitation to) all Intellectual Property Rights, information whose disclosure would or would be likely to, prejudice the commercial interests of any Member Council or the Roads Collaboration, and all personal data within the meaning of the Data Protection Act 1998
“Council Decision”	Means any matter which has been referred for determination by the Member Councils in accordance with this Agreement
“Effective Date”	Means the date this Minute of Agreement comes into force, being the last date of execution of this Minute of Agreement by all Member Councils or, where this Minute of Agreement has been executed in Counterparts, the date upon which the Member Councils agree that the Counterparts are to be treated as delivered in terms of Clause 22 hereof

“Environmental Information Regulations”	Means the Environmental Information (Scotland) Regulations 2004
“FOISA”	Means the Freedom of Information (Scotland) Act 2002
“Joint Committee”	Means the Northern Roads Joint Committee established by the Member Councils under section 56 of the Local Government (Scotland) Act 1973
“Lead Authority”	Means the Member Council appointed to support the Joint Committee in the discharge of its functions
“Officers Group”	Means the group comprised of officer membership governed by the Joint Committee
“Officer Members”	Means the officers of Member Councils appointed to the Officers’ Group
“Operating Costs”	Means all costs and expenses reasonably incurred in providing support to the Joint Committee to enable it to carry out its functions excluding Project Initiative Costs
“Ordinary Election”	Means an ordinary election of councillors for local government areas
“Project Initiative”	Means a specific road or road related project identified for collaborative working including, but not limited to those set out in Part 2 of the Schedule
“Project Initiative Costs”	Means all costs and expenses associated with the delivery of a Project Initiative
“Project Initiative Budget”	Means any budget allocated to the Joint Committee by the Member Councils for the progression or delivery of a Project Initiative
“Project Lead Authority”	Means the Member Council appointed to host or lead in the co-ordination or delivery of a specific Project Initiative
“Roads Collaboration”	Means the joint commitment of the Member Councils to work collaboratively for the joint discharge of road and road-related functions, including ports and harbours
“Roads Collaboration”	Means any budget allocated to the Joint Committee by the Member Councils for the progression of Roads Collaboration, but

Budget”	not including any costs associated with a specific Project Initiative
“Supplementary Agreement”	Means any agreement entered into by any of the Member Councils to set out the detailed terms and conditions of a Project Initiative

In this Agreement, except where the context otherwise requires:-

the masculine includes the feminine and vice-versa;

the singular includes the plural and vice-versa;

a reference to any Clause, sub-Clause, paragraph, Schedule Part, recital or Annex is, except where expressly stated to the contrary, a reference to such Clause, sub-Clause, paragraph, Schedule Part, recital or Annex of and to this Agreement;

save where otherwise provided in this Agreement, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to this Agreement and/or such other document;

any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;

a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;

headings are for convenience of reference only;

words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words;

a reference to a time of day is a reference to the time in Scotland;

any obligation on a Member Council to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and

Subject to any express provisions to the contrary, the obligations of any Member Council are to be performed at that Member Council’s own cost and expense.

Schedules

The Schedule (including all of its parts thereto) to this Agreement forms part of this Agreement.

DURATION

This Agreement and the rights and obligations of the Member Councils set out in this Agreement shall commence on the Effective Date and, subject to Clause 11 (Consequences of Termination), shall remain in force until the date this Agreement is terminated in accordance with Clause 10 (Termination) of this Agreement.

KEY PRINCIPLES

Save as expressly provided in this Agreement or where otherwise agreed in writing, the Member Councils agree that they shall each adhere to the following principles for so long as this Agreement subsists:-

Each Member Council shall work together with the other Member Councils in good faith and each will act reasonably in all matters pertaining to the Roads Collaboration and this Agreement;

Each Member Council shall co-operate fully with the other Member Councils at all times and shall, except where there is just cause, not act in a manner which would prevent, or cause unnecessary delay to, the Member Councils' achievement of Roads Collaboration and the Project Initiatives in accordance this Agreement;

Each Member Council shall be transparent in its dealings with each other Member Council and shall, without prejudice to Clause 12 (Confidentiality and Freedom of Information), endeavour to respect matters of confidentiality and political sensitivities of the other Member Councils;

Each Member Council shall not act in a manner which would cause the other Member Councils to incur unnecessary expense in relation to Roads Collaboration or Project Initiatives;

Each Member Council shall ensure that individuals with relevant expertise are appointed as members (including any replacements thereto) to the Joint Committee and Officers' Group;

Each Member Council shall not make any representations, give any warranties or incur any liabilities on behalf of another Member Council unless expressly authorised to do so by the Member Council upon whose behalf the representation is made or the warranty given or the liability incurred, or unless acting in the capacity of Lead Authority;

Subject always to the right to withdraw in accordance with Clause 7, the Member Councils agree that where they agree to participate in a Project Initiative, that they shall take all steps necessary to agree the terms of the Project Initiative, which may include, but is not restricted to, the Project Initiatives specified in Part 2 of the Schedule, to enable Supplementary Agreement(s) to be drafted and agreed in a timeous manner;

Each Member Council shall use its reasonable endeavours to act in the best interests of the Roads Collaboration at all times; and

Each Member Council shall not seek to be recompensed by the other Member Councils for expenditure which has not been agreed to by the Member Councils, without having first

obtained approval from the Joint Committee and the other Member Councils (where the approval of the other Member Councils is required) prior to the incurrence of said expenditure.

The Member Councils acknowledge and agree that each Member Council shall work in partnership with every other Member Council to this Agreement to achieve the agreed objectives of the Roads Collaboration and Project Initiatives in accordance with this Agreement.

Each Member Council hereby warrants to each of the other Member Councils that it has obtained all necessary authorities to authorise the creation of the joint working arrangements including the establishment of a Joint Committee under section 56 of the Local Government (Scotland) Act 1973 contemplated by this Agreement including the delegation of powers to the Joint Committee as set out in

PART 1 of the Schedule.

The Member Councils agree that the procurement of external advisors shall be conducted using open tendering or through a suitable framework agreement if appropriate.

GOVERNANCE

Establishment of Joint Committee

Each Member Council warrants that it has:

- a) approved the establishment a Joint Committee under section 56 of the Local Government (Scotland) Act 1973 which shall be known as the “The Northern Roads Collaboration Joint Committee”; and
- b) amended its constitutional documents (including any Scheme of Delegation or equivalent) to give effect to the establishment of the Joint Committee including the delegation of powers to it as set out in Part 1 of the Schedule; and in doing so has incorporated the wording set out in Part 1 of the Schedule into its constitutional documents in identical form. Member Councils acknowledge that this is necessary to ensure consistency in the delegation of powers by each Member Council to the Joint Committee.

The aims, objectives and remit of the Joint Committee shall be as follows:

- a) The provision of direction, leadership and strategic planning to Roads Collaboration;
- b) To identify suitable projects and initiatives for Roads Collaboration and to make recommendations to Member Councils;
- c) To deliver Project Initiatives (following approval of Project Initiatives by Member Councils);
- d) To monitor the effectiveness of the Roads Collaboration and Project Initiatives and to identify potential improvements and efficiencies;

- e) To make recommendations to Member Councils in respect of resource contribution, funding arrangements and budget setting for Roads Collaboration and specific Project Initiatives;
- f) To provide direction to, and oversight of, the Officers Group;
- g) To create sub-committees as deemed appropriate and appoint the Chair and Vice Chair of any sub-committee; and
- h) The approval of an annual performance report and financial statement which shall be published and made available to the Member Councils.

4.1.3 For the avoidance of doubt, the Roads Collaboration does not involve a general transfer of roads or roads related functions by the Member Councils to any of the other Member Councils or to the Joint Committee.

Appointment of Members to the Joint Committee

- 4.2.1 Each of the Member Councils shall appoint two elected members as substantive members of the Joint Committee and two elected members as substitute members of the Joint Committee (such members are referred to herein as “Appointed Members”). Those appointments shall be made in accordance with the following provisions.
- 4.2.2 Such appointment shall be before or as soon as practicable after execution on behalf of the Member Council of this Minute of Agreement and/or as soon as practicable after an Ordinary Election.
- 4.2.3 An Appointed Member shall cease to be a member of the Joint Committee when he ceases to be a member of the Member Council which appointed him.
- 4.2.4 A Member Council may opt to change an Appointed Member or Members at any time. Notification of any changes to the Appointed Member(s) shall be intimated in writing to the Chair of the Joint Committee within one month of the decision by the Member Council to change the appointment.
- 4.2.5 Where a casual vacancy occurs in the case of an Appointed Member of the Joint Committee, the Member Council which appointed the Appointed Member shall appoint a new member from among its Elected Members and shall notify the Chair of the Joint Committee in writing within one month of the decision to appoint by the Member Council.

4.3 Appointment of Chair and Vice Chair of Joint Committee

- 4.3.1 The Joint Committee shall appoint a Chair and Vice Chair from within its membership. The term of office of the first Chair and Vice Chair shall be for a period of twelve months from the date of appointment. Subsequently the term of office of Chair and Vice Chair shall be twelve months.

- 4.3.2 The offices of Chair and Vice Chair cannot be held by Appointed Members from the same Member Council.
- 4.3.3 Following the end of the term of Chair, the Joint Committee shall appoint the Vice Chair as the next Chair and shall then appoint a new Vice Chair from within its membership.
- 4.3.4 If a Chair ceases to be a member of the Joint Committee prior to the end of the term of Chair, the Vice Chair shall be appointed as Chair and a new Vice Chair shall be appointed from within the membership of the Joint Committee. The new Chair shall begin a term of 12 months from the date of appointment as Chair.
- 4.3.5 The office of Chair shall not be held by the same Appointed Member for a second/subsequent time within any consecutive 5 year period. The office of Vice Chair shall not be held by the same Appointed Member for a second/subsequent time within any consecutive 5 year period.

4.4 Quorum and Voting

- 4.4.1. The quorum of the Joint Committee shall comprise of six Appointed Members. Appointed Members attending remotely by video or telephone conferencing shall be counted in the quorum. Voting shall be by a majority of those who are present and voting. In the case of an equality of votes, the Chair shall have a casting vote.

4.5 Standing Orders

- 4.5.1 The Joint Committee shall adopt standing orders at its first meeting (“the Standing Orders”) and may review and amend these from time to time. The Standing Orders shall govern proceedings at meetings of the Joint Committee and any sub-committees.

4.6 Committee Clerk and Finance Officer

- 4.6.1 The Joint Committee shall, from time to time, invite the Lead Authority to appoint an appropriate Senior Officer to act as Committee Clerk to the Joint Committee. Similarly, the Joint Committee shall as deemed necessary, invite the Lead Authority to appoint an appropriate Senior Officer to act as Finance Officer to the Joint Committee. The Committee Clerk and Finance Officer shall continue in those respective offices until their employers or the Joint Committee shall otherwise determine. The Lead Authority's reasonable costs arising from the duties undertaken by the Committee Clerk and Finance Officer shall form part of the Operating Costs of the Joint Committee.

4.7 Advisors to the Joint Committee

- 4.7.1 The Joint Committee may, from time to time, request the attendance at any of its meetings by advisors, such as legal advisors, or technical experts. The Joint Committee may invite the Lead Authority to arrange the provision of such advisors in the first instance and the Lead Authority's reasonable costs arising from the provision of such advisors shall form part of the Operating Costs of the Joint Committee.

4.8 Meetings

- 4.8.1 The Joint Committee shall meet at least three times each year, the timing of the meetings being related to the consideration of the expected business and annual performance report. Meetings will be convened in accordance with the Standing Orders. Appointed Members may attend meetings by video or telephone conferencing by prior arrangement with the Committee Clerk.

4.9 Officers' Group

- 4.9.1 The Joint Committee shall be supported in its functions by the Officers' Group, which shall be known as "the Northern Roads Collaboration Officers' Group".
- 4.9.2 The Officers' Group shall act under the direction of the Joint Committee.
- 4.9.3 The aims, objectives and remit of the Officers' Group shall be as follows:
- a) To manage the development, planning and implementation of collaborative initiatives including, but not limited to, the Project Initiatives set out in Part 2 of the Schedule;
 - b) The setting of priorities and timescales with regard to the development, planning and implementation of collaborative activity;
 - c) Building-in best value requirements into all initiatives;
 - d) To report to the Joint Committee on achievement of any key milestones for the implementation of Project Initiatives;
 - e) To report to the Joint Committee on the performance, effectiveness and efficiencies of the delivery of Project Initiatives;
 - f) To co-ordinate any Council Decision required by a Member Council for the Roads Collaboration.

4.10 Membership of Officers' Group

- 4.10.1 The membership of the Officers' Group shall comprise of two officer members from each Member Council, which shall include the Chief Officer (or equivalent) with responsibility for Roads (or his representative) and the Manager of the Roads Service (or equivalent) or his representative (to be known as "Officer Members").
- 4.10.2 The Officers Group will, on an annual basis, appoint one of its Officer Members as Chair of the Officers Group and one as Vice-Chair (referred to herein as "the Chair of the Officers' Group" and "the Vice-Chair of the Officers' Group" respectively).
- 4.10.3 In the absence of the Chair of the Officers' Group and Vice Chair of the Officers' Group from any meeting of the Officers Group, the other Members present shall appoint one of their number to take the Chair of the Officers' Group for the duration of that meeting.
- 4.10.4 The Officers Group will meet at least six times each year. Officer Members may attend meetings by video or telephone conferencing upon with the prior agreement of the Chair of the Officers' Group.

- 4.10.5 The Chair of the Officers' Group or Vice Chair of the Officers' Group shall, and the other members of the Officers' Group may: attend, provide reports and advice at; and make recommendations to; meetings of the Joint Committee but none of those Officers shall have a vote at those meetings.
- 4.10.6 The Finance Officer of the Joint Committee shall attend meetings of the Officers' Group to advise on financial matters upon the request of the Chair of the Officers' Group.
- 4.10.7 The Officers' Group shall be entitled to engage the services of any specialist, consultant or expert during the term of this Agreement for the provision of advice where the Officers' Group considers that such engagement is necessary for the progression of Roads Collaboration and provided that the expenditure falls within the Roads Collaboration Budget.
- 4.10.8 The Officers' Group shall be entitled to engage the services of any specialist, consultant or expert during the term of this Agreement for the progression of a Project Initiative where the Officers' Group considers that such engagement is necessary, provided that expenditure is within the agreed Project Initiative Budget.
- 4.10.9 Any requirement for additional budget in excess of the overall limit of the Roads Collaboration Budget or Project Initiative Budget will be referred back to the Member Councils for determination as a Council Decision.

BUSINESS SUPPORT AND OPERATING COSTS

The Operating Costs for the Joint Committee shall be borne equally by all Member Councils from the date of establishment of the Joint Committee.

The Operating Costs shall include:

- a) Committee Clerk support
- b) Finance Officer and financial management support
- c) Audit function including internal and external auditors
- d) Legal advice and support
- e) Technical (including procurement) expertise and advice (unless included in the Project Initiative costs)
- f) Any other general administration costs or costs incidental to the Joint Committee.

The Finance Officer shall provide a financial forecast to the first meeting of the Joint Committee. Each Member Council shall pay the amount(s) allocated to it on a quarterly basis 6 months in advance. The first instalment will be due to the Lead Authority within 1 month of the date of the meeting.

The Finance Officer shall report to the Joint Committee with a financial statement at the meeting of the Joint Committee following the end of every quarter and an updated financial

forecast will be provided. Any over-payments will be offset against future payments and any underpayments will be added to the next payment due.

The Officers' Group shall provide the Finance Officer with all reasonable information and assistance during the preparation of financial statements and forecasts.

Any costs associated with the delivery of Project Initiatives will be agreed separately between all participating Member Councils. If there is uncertainty as to whether a cost should be considered an Operating Cost or a Project Initiative cost, the matter will be referred to the Joint Committee for a determination.

Any dispute as to the allocation of the Operating Costs shall be resolved in accordance with Clause 21 (Dispute Resolution Procedure) of this Agreement.

PROJECT INITIATIVES

Participation in Project Initiatives

It shall be for each Member Council to take a Council Decision on whether to participate in a Project Initiative. The Joint Committee shall identify suitable projects for collaborative working. The Joint Committee shall first consider the scope, objectives, costs and financial benefits to a Project Initiative, however it shall be for each Member Council to determine if it wishes to partake in each Project Initiative.

A Project Initiative shall require participation by 2 or more Member Councils to proceed under the remit of the Joint Committee.

Where less than 5 Member Councils agree to take part in a Project Initiative, a Sub-Committee of the Joint Committee shall be formed for the specific Project Initiative. The membership of the Sub-Committee shall comprise of at least one member of the Joint Committee from every participating Member Council. The Sub-Committee shall appoint its own Chair and Vice-Chair. The Joint Committee shall delegate powers to the Sub-Committee in respect of the specific Project Initiative and thereafter shall not take any decision in respect of that particular Project Initiative.

Following the necessary Council Decisions to participate in a Project Initiative, those participating Member Councils shall enter into a Supplementary Agreement as soon as is reasonably practicable. The Supplementary Agreement shall set out such details as are required to enable the Project Initiative to proceed and may include, but will not be restricted to, the following: costs or a formula for costings; resource commitments/inputs; timescales; and outputs.

Project Lead Authority

The participating Member Councils to a Project Initiative may agree to appoint a Project Lead Authority to host or lead in the co-ordination or delivery of a specific Project Initiative. For the avoidance of doubt, the Project Lead Authority may be the same or a different Member Council to the Lead Authority or to another Project Lead Authority.

Where a Sub-Committee is established to oversee a Project Initiative, the terms of Clause 5 (Business Support and Operating Costs) shall apply but only to the participating Member

Councils in so far as it relates to the operating costs of the Sub-Committee. For the avoidance of doubt, the Operating Costs of any Sub-Committee shall be borne equally by the Member Councils participating in that specific Project Initiative and Member Councils not taking part in that specific Project Initiative shall not be liable for any Operating Costs of the Sub-Committee.

Budget Setting and Project Initiative Costs

The Joint Committee shall provide all necessary financial information to the Member Councils when making a recommendation for participation in a Project Initiative to that Member Council to allow it to consider necessary financial implications, risk, budget and costs associated with the delivery of the Project Initiative.

Each Member Council must make a financial or resource contribution (which may include funding or provision of staff or equipment) to a Project Initiative in order to take part in it.

No Member Council shall make, or attempt to make a profit, gain or financial advantage from the outcome of any Project Initiative. Each Member Council undertakes to inform the Joint Committee of any unplanned profit, gain or financial advantage deriving as a direct result of a Project Initiative as soon as practically possible so that the Joint Committee may consider and review any financial or resource arrangements for the Project Initiative.

WITHDRAWAL FROM ROADS COLLABORATION

Each Member Council acknowledges and agrees that its withdrawal from the Roads Collaboration (and thereby this Agreement) or from a Project Initiative may result in the remaining Member Councils either incurring additional costs for ongoing collaborative activities, or abortive costs having been required to abandon an activity or Project Initiative(s).

A Member Council shall be entitled to withdraw from this Agreement (and thus from the Joint Committee) at any time upon providing written notice, in accordance with Clause 0 (Notices), to each of the other remaining Member Councils under this Agreement. Such notice under this Clause shall state the following:-

The date upon which the withdrawal is to be effective; and

The reasons for its withdrawal.

Without prejudice to Clauses 0 (Member Council Liabilities), 0 (Termination) and 0 (Consequences of Termination) of this Agreement, where a Member Council has withdrawn from the Roads Collaboration:-

The withdrawing Member Council shall not recover any contributions made by it in connection with any Project Initiative which it is taking part in prior to the date of its intimation of withdrawal;

the withdrawing Member Council shall be liable for its share of the Operating Costs of any Sub-Committee established in connect with a Project Initiative which it is taking part in for a further 6 months from the date of its intimation of withdrawal;

The withdrawing Member Council shall be liable for its share of the Operating Costs of the Joint Committee for a further 6 months from the date of its intimation of withdrawal;

the withdrawing Member Council shall be required to pay any projected costs which it is due to provide in accordance with the terms of any Project Initiative which it is taking part in for a further 6 months from the date of the withdrawal, unless the Joint Committee agrees otherwise;

the remaining Member Councils shall not be entitled to receive any compensation from the withdrawing Member Council for any additional costs, claims and expenses which the remaining Member Councils have incurred or will incur in connection with the withdrawing Member Council's withdrawal from the Roads Collaboration, unless the Joint Committee (acting reasonably) determines otherwise.

Save as otherwise agreed by the Member Councils, the withdrawing Member Council's rights and obligations in relation to the delivery and governance of the Roads Collaboration shall cease forthwith.

Withdrawal from a Project Initiative

A Member Council shall be entitled to withdraw from a Project Initiative, but remain in the Roads Collaboration by providing notice of withdrawal as set out in clause 7.2.

Clauses 7.3.1 and 7.3.2 and 7.3.4 shall apply in respect of the Project Initiative which has been withdrawn from. Clauses 7.3, 7.3.5 and 7.3.6 shall apply with the substitution of the words "Project Initiative" in place of "Roads Collaboration".

ABANDONMENT OF ROADS COLLABORATION

Pursuant to Clause 0 below, the Member Councils shall be entitled to abandon the Roads Collaboration provided that there is a unanimous decision by the Joint Committee.

Following such a decision of the Joint Committee, the Officers' Group shall be required to seek instructions from the Member Councils (by referring the matter as a Council Decision) as to whether they wish to abandon the Roads Collaboration and dis-establish the Joint Committee.

Where all Member Councils agree to dis-establish the Joint Committee, a final financial statement for Operating Costs, staffing costs and Project Initiative Costs shall be prepared and submitted to the Member Councils which shall settle all sum due within one month from the date of dis-establishment of the Joint Committee.

MEMBER COUNCIL LIABILITIES

Subject to Clause 0, each Member Council's total liability under this Agreement (including, but without limitation to, Clauses 7 (Withdrawal from Roads Collaboration), 0 (Termination) and 0 (Consequences of Termination)) whether in contract, delict (including negligence or breach of statutory duty) or otherwise arising out of or in connection with this Agreement shall be limited to their proportion set out in accordance with this Agreement (and any subsequent Supplementary Agreement(s) which that Member Council may enter into).

Nothing in this Agreement shall exclude or limit:

Any Member Council's liability for fraud or fraudulent misrepresentation; or

Any Member Council's liability for death or personal injury caused by its (or its agent's or sub-contractor's negligence).

Each Appointed Member shall be deemed to be acting on behalf of the Member Council in respect of which they are appointed, regardless of whether the particular matter under consideration by the Joint Committee or relates to their particular Member Council or another Member Council.

Subject to Clause 0 below, each Officer Member and any other officer employed by a Member Council and engaged in connection with the Roads Collaboration shall be required to act in the best interests of the Roads Collaboration at all times.

Subject to Clause 0 below and without prejudice to Clause 0 above, each Officer Member shall be deemed to be acting on behalf of the Member Council in respect of which they are an employee, regardless of whether the particular matter under consideration by the Officers' Group relates to their particular Member Council or another Member Council and shall be entitled to report all matters to their Member Council.

Where an Officer Member considers at any time that their compliance with the obligation under Clause 0 above could (one) conflict with their duties as an employee of a Member Council or (two) adversely affect their Member Council's commercial or financial interests, such member shall be required to promptly relay their concerns to the Chair of the Officers' Group and withdraw from participation in the Roads Collaboration until further notice. The Chair of the Officers' Group shall, thereafter, promptly refer the matter to the Joint Committee for consideration.

The Joint Committee and the Officers' Group shall, when working on the Roads Collaboration, be deemed to be made available and working on behalf of all Member Councils in accordance with the powers granted to each Member Council under Sections 56 and 57 of the Local Government (Scotland) Act 1973.

No Member Council or any of its members, directors or officers shall be liable to any other Member Council for any loss such Member Council incurs as a result of any act or omission by any such member, director, or officer during their engagement with the Roads Collaboration.

TERMINATION

Without prejudice to Clause 11 (Consequences of Termination) below, this Agreement shall terminate on the earliest of:-

The date upon which a Member Council has exercised its rights to withdraw under Clause 0 (Withdrawal from Roads Collaboration) which has resulted in only one Member Council remaining a party to this Agreement;

The date upon which all Member Councils agree in writing to its termination; and

The date upon which the Member Councils collectively decide to abandon the Roads Collaboration in accordance with Clause 8 (Abandonment of Roads Collaboration).

CONSEQUENCES OF TERMINATION

The termination of this Agreement pursuant to Clause 10 (Termination) above shall:-

Be without prejudice to any other rights or remedies which any Member Council may be entitled to under this Agreement;

Not affect any accrued rights or liabilities which any Member Council may then have; and

Not affect any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after such termination. Such provisions shall include but not be limited to Clauses 7 (Withdrawal from Roads Collaboration), 8 (Abandonment of Roads Collaboration), 9 (Member Council Liabilities), 11 (Consequences of Termination) and 12 (Confidentiality and Freedom of Information).

CONFIDENTIALITY AND FREEDOM OF INFORMATION

The Member Councils agree that the provisions of this Agreement shall not be treated as Confidential Information and may be disclosed without restriction.

The Member Councils shall keep confidential all Confidential Information received by one Member Council from the other Member Council(s) relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

Clause 0 above shall not apply to:

Any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under the Agreement or under a Supplementary Agreement for the performance of those obligations;

Any matter which a Member Council under this Agreement can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this Clause 12 (Confidentiality and Freedom of Information);

Any disclosure to enable a determination to be made under Clause 21 (Dispute Resolution Procedure);

Any disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the Member Council making the disclosure or the rules of any stock exchange or governmental or regulatory authority;

Any disclosure of information which is already lawfully in the possession of the receiving Member Council(s), prior to its disclosure by the disclosing Member Council;

Any provision of information to the Member Council's own professional advisers or insurance advisers;

any disclosure of information by any Member Councils to any other department, office or agency of the Government or their respective advisers or to any person engaged in providing services to the Member Council for any purpose related to or ancillary to this Agreement;

Any disclosure for the purpose of:

the examination and certification of any of the Member Council's accounts;

any examination pursuant to the Local Government in Scotland Act 2003 of the economy, efficiency and effectiveness with which the Member Council has used its resources;

complying with a proper request from any Member Council's insurance adviser, or insurer on placing or renewing any insurance policies; or

(without prejudice to the generality of Clause 0 above) compliance with the FOISA and/or the Environmental Information Regulations;

provided that, for the avoidance of doubt, neither Clause 0 nor Clause 00 above shall permit disclosure of Confidential Information otherwise prohibited by Clause 0 above where that information is exempt from disclosure under section 36 of the FOISA.

Where disclosure is permitted under Clause 0 (other than Clauses 0, 0, 0 and 0 above), the Member Council providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

The Member Councils acknowledge and agree that they are subject to the requirements of the FOISA, the Environmental Information Regulations, the INSPIRE (Scotland) Regulations 2009 and the Data Protection Act 1998 and shall facilitate the other Member Councils' compliance with their legal obligations or information disclosure requirements pursuant to the same in the manner provided for in Clauses 12.6 and 12.7 below.

Further information should reasonably be provided in order to identify and locate the information requested.

The obligations in this Clause 12 (Confidentiality and Freedom of Information) shall survive the termination of this Agreement.

OMBUDSMAN AND COMPLAINTS

4.10 Where a Member Council receives a complaint in respect of a matter pursuant to the Roads Collaboration or a Project Initiative, that Member Council shall, as soon as reasonably practicable, inform the other Member Councils of the nature of the complaint and of any proposed investigation or action required to allow a response to be issued. Member Councils shall provide all necessary assistance as reasonably requested to enable a response to be issued within statutory timescales.

4.11 Where a Member Council under this Agreement receives a request for comments or information from the Scottish Public Services Ombudsman regarding a complaint which the Scottish Public Services Ombudsman has received and such complaint

relates to matters pursuant to the Roads Collaboration or a Project Initiative, that Member Council shall:-

- (a) notify the other Member Councils as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for comments and/or information; and
 - (b) provide the Member Councils with a copy of its draft response to the complaint within five (5) Business Days or such other time period considered necessary by the Member Councils (provided that such period does not exceed any time limit imposed by the Scottish Public Services Ombudsman in which the Member Council receiving the request for comments or information ("the Receiving Member Council") is required to respond).
- 4.12 The Member Councils shall provide all necessary assistance as reasonably requested by the Receiving Member Council to enable it to respond to the complaint within the time for compliance set by the Scottish Public Sector Ombudsman.
- 4.13 The Member Councils shall provide comments and any relevant information requested by the Receiving Member Council no later than five (5) Business Days of receiving such request.
- 4.14 The Receiving Member Council shall forward the final copy of the response (incorporating as appropriate the comments and information from the Member Councils) to the Member Councils upon sending such response to the Scottish Public Services Ombudsman.
- 4.15 Where the Scottish Public Services Ombudsman issues a report under sections 15 or 16 of the Scottish Public Services Ombudsman Act 2002, the Member Councils shall provide all reasonable assistance and information to ensure that the Receiving Member Council complies with its obligations under such Act and shall, where requested, assist that Member Council in remedying the issue pursuant to the complaint.

NOTICES

Subject to Clause 0, any notice given under or in connection with this Agreement is to be in writing and signed by or on behalf of the Member Council giving it.

Any notice under Clause 0 is to be served by delivering it personally or by commercial courier or sending it by pre-paid recorded delivery or registered post or by electronic mail to the address and the attention of the member of the Officer Group, as set out in Part 3 of the Schedule.

Any notice served under Clause 0 shall be deemed to have been received:-

If delivered personally or by commercial courier, at the time of delivery;

in the case of pre-paid recorded delivery or registered post, two (2) Business Days from the date of posting;

in the case of e-mail, on the day of transmission if sent before 4.00 pm on any Business Day and otherwise at 9.am on the next Business Day, subject to confirmation of completion of transmission (which shall, for the avoidance of doubt, include the sender not receiving an error message indicating failure to deliver after sending such e-mail).

WAIVER

No failure or delay by any Member Council to exercise any right or remedy provided under this Agreement is to constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy is to preclude or restrict the further exercise of that (or any other) right or remedy. Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Member Councils and supersedes any prior drafts, agreements, undertakings, understandings, representations, warranties and arrangements of any nature between the Member Councils, whether or not in writing, in relation to the subject matter of this Agreement.

ASSIGNATION

No Member Council shall be entitled to assign, novate, sub-contract, transfer or dispose of any of its rights or obligations under this Agreement.

VARIATION

No variation of this Agreement shall be valid unless recorded in writing and signed by a duly authorised representative on behalf of each of the Member Councils.

SEVERANCE

If any provision (or part of a provision) of this Agreement is or becomes, or is declared to be invalid, unenforceable or illegal by the courts of any competent to which it is subject, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions (and parts of that provision) of this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

THIRD PARTY RIGHTS

It is expressly declared that no rights shall be conferred under and arising out of this agreement upon any person other than the parties hereto and, without prejudice to the generality of the foregoing, there shall not be created by this agreement a jus quaesitum tertio in favour of any person whatsoever.

DISPUTE RESOLUTION PROCEDURE

Any disputes or differences arising between the Member Councils in relation to this Agreement shall be resolved in accordance with this Clause 21 having regard to their obligation under Clause 0 to act in good faith.

Where a dispute or difference is considered by the Officers' Group to be incapable of swift and satisfactory resolution, the matter shall be referred to the Joint Committee for determination. The Joint Committee shall refer the matter to the Member Councils for determination as a Council Decision where the members of the Joint Committee are unable to reach a consensus on the matter.

COUNTERPARTS AND DELIVERY

This Agreement may be executed in any number of counterparts and by each of the Member Councils on separate counterparts.

Where executed in counterparts:

This Agreement shall not take effect until each of the counterparts has been delivered;

Each counterpart shall be held as undelivered until the Member Councils agree a date upon which the counterparts are to be treated as delivered; and

The Member Councils acknowledge and agree that the date of delivery pursuant to 0 above shall be inserted (whether on typewritten or handwritten form) as the "Date of Delivery" on the first page of this Agreement.

GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

The Member Councils unconditionally and irrevocably agree that the courts of Scotland have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the preceding 19 pages together with the Schedule of 3 parts are executed as follows:

SUBSCRIBED for and on behalf of

.....

At

On

In the presence of:

.....

Signature

.....

Name

.....

.....

.....

Address

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING
AGREEMENT BETWEEN

ABERDEEN CITY COUNCIL,
ABERDEENSHIRE COUNCIL,
ANGUS COUNCIL,
ARGYLL AND BUTE COUNCIL,
COMHAIRLE NAN EILEAN SIAR,
THE HIGHLAND COUNCIL,
THE MORAY COUNCIL, AND
THE ORKNEY ISLANDS COUNCIL

PART 1

- 1.1 The Member Councils hereby agree the following terms for the Northern Roads Collaboration Joint Committee and undertake to incorporate the following wording into their constitutional documents to create the Joint Committee and provide it with the powers as set out below (appropriate paragraph referencing may be added):**

“The Northern Roads Collaboration Joint Committee

The Northern Roads Collaboration Joint Committee is a Joint Committee established by Aberdeen City Council, Aberdeenshire Council, Angus Council, Argyll and Bute Council, Comhairle nan Eilean Siar, The Highland Council, The Moray Council and The Orkney Islands Council (the “Constituent Authorities”) under sections 56 and 57 of the Local Government (Scotland) Act 1973.

The Joint Committee undertakes to appoint two named representatives from each Constituent Authority to its membership.

The creation of the Joint Committee represents the joint commitment of the Constituent Authorities to work collaboratively for the joint discharge of road and road-related functions, including ports and harbours (the “Roads Collaboration”).

In particular it shall have the following powers:

- To identify suitable projects and initiatives for Roads Collaboration and to make recommendations to Constituent Authorities.
- To make recommendations to Constituent Authorities in respect of resource contribution, funding arrangements and budget setting for projects and initiatives for Roads Collaboration.
- To manage resources and approve operational expenditure within agreed Joint Committee budgets for Roads Collaboration.
- To monitor the effectiveness of the Roads Collaboration and to identify potential improvements and efficiencies.
- To approve an annual performance report and financial statement for the reporting year on Roads Collaboration.

- To approve and amend Standing Orders for the Joint Committee and any of its Sub-Committees.
- To appoint the Chair and Vice Chair of the Joint Committee and any of its Sub-Committees.
- To make arrangements for the provision of business support services for the Joint Committee and any of its Sub-Committees.

PART 2

PROJECT INITIATIVES

Activity 1: Ports/Harbours and Marine Opportunities

This proposal presents five broad areas within the ports/harbours and marine sector where collaboration has the opportunity to bring cashable savings and also to share expertise and resource. Typically responsibility for these lies within a Council's Road Service, often utilising existing bridges//structures teams within each local authority.

It was recommended that Members of the Forum note the initial case for collaboration in the various duties and responsibilities associated with ports, harbours and marine opportunities and to await a further, more detailed, report which will recommend a single, preferred option, based on further analysis and market scanning. The Forum members saw clear benefits around potential sharing of physical resources e.g. dredging equipment.

Activity 2: Workforce

This business case is to support the sharing of workforce where one roads authority has a capacity or skills shortfall which can be offset by the provision of in house resources from another roads authority. Such arrangements as agreed by a joint Committee (the Northern Roads Collaboration Committee) would have a memorandum of understanding (MOU) which would apply to each sharing arrangement. Such an arrangement would save the need for formal procurement. The memorandum of understanding would be subject to annual review by the joint committee. This activity concerns potential sharing of front line workforce but it could equally apply to specialist technical staff functions such as design of structures, site supervision or traffic engineering.

Activity 3: Road Signage

This activity outlines the case for extending the current collaborative arrangements between councils around the design and fabrication of road signs for planned and emergency use, to enhance the viability of the current facilities and provide improved service to participating authorities.

It was recommended that Members of the Forum note the initial case for collaboration in the design and fabrication of road signs and to await a further more detailed report to show the implications and benefits to each participating authority, prior to each council taking a formal decision to participate or otherwise. The purpose of this collaborative activity, is to provide an opportunity for Councils outwith the current agreement to benefit from sign fabrication facilities managed within the public sector. Any decision to participate will depend on a best value comparison which will shortly be undertaken by those wishing to explore the opportunity further.

Activity 4: Training

The purpose of this activity is to outline the case for sharing of training requirements and resources. In particular it is looking at the opportunities available in the procurement and delivery of joint training opportunities, potentially as a centre of excellence for training and

cross border health and safety collaboration ensuring that a uniform and high level of skill is provided and maintained.

It was recommended that Members of the Forum note the initial case for sharing resources involved with training and health and safety compliance across the Forum area, and instruct officers to develop further the preferred option and submit a more detailed report to show the implications and benefits to each participating authority, prior to each council taking a formal decision to participate or otherwise.

PART 3

CONTACT DETAILS FOR MEMBERS OF OFFICERS' GROUP

1. Ports/Harbours and Marine Opportunities Working Group

Jim Smith,
Head of Roads and Amenity Services,
Development and Infrastructure Services,
Argyll and Bute Council,
Kilmory,
Lochgilphead, Argyll,
PA31 8RT

Tel: 01506 604324
Email: jim.smith@argyll-bute.gov.uk

2. Workforce and Training Working Group

Michael Cheyne,
Roads Infrastructure Manager,
Communities, Housing and Infrastructure,
Aberdeen City Council,
2nd Floor, Business Hub 11,
Marischal College,
Broad Street,
Aberdeen,
AB10 1AB

Tel: 01224 522984
Email: MCheyne@aberdeencity.gov.uk

3. Road Signage Working Group

Bill Lennox,
Roads Quality and Resources Manager,
Infrastructure Services,
Aberdeenshire Council,
Harlaw Way,
Inverurie,
AB51 4SG

Tel: 01467 536293
Email: bill.lennox@aberdeenshire.gov.uk

4. Resources Working Group

Robin Pope,
Policy and Programmes Manager,
Roads and Transport, Community Services,
The Highland Council,
Glenurquhart Road,
Inverness,
IV3 5NX

Tel: 01463 252963
Email: Robin.Pope@highland.gov.uk

APPENDIX B

ABERDEEN CITY COUNCIL COMMUNITIES, HOUSING AND INFRASTRUCTURE COMMITTEE ORDERS OF REFERENCE

1. To be accountable for all services provided by the Communities, Housing and Infrastructure Service, except where delegated to the Planning Development Management Committee.
2. To receive and scrutinise performance information for the Communities, Housing and Infrastructure Service, except where delegated to the Planning Development Management Committee.
3. To take financial decisions concerning the Communities, Housing and Infrastructure Service budget where there will not be an adverse impact.
4. To ensure that it delivers the services within the overall resources and management strategies as set by the Council and overseen by the Finance, Policy and Resources Committee; and to ensure that it achieves maximum value for money and Best Value in service delivery; except where delegated to the Planning Development Management Committee.
5. To develop and approve service policies.
6. In respect of Aberdeen Exhibition and Conference Centre Ltd and its subsidiary companies, the Committee shall receive from the governance hub twice yearly progress reports on matters such as operational performance (including financial performance), people performance, risk management and service quality (including single outcome agreement achievements, customer feedback, and health and safety); and an annual presentation on the ALEO business plan, which will be used to approve funding for the subsequent year.
7. In respect of the Council's responsibilities in relation to the Scottish Police Authority, the Police Service of Scotland and the Scottish Fire and Rescue Service under the Police and Fire Reform (Scotland) Act 2012, the Committee will:-
 - (a) comment on the strategic police plan and the strategic fire and rescue plan when consulted by the relevant national authority;

- (b) respond to consultation by the Chief Constable on the designation of a local commander and by the Scottish Fire and Rescue Service on the designation of a local senior officer;
- (c) be involved in the setting of priorities and objectives for the policing of Aberdeen and for the Scottish Fire and Rescue Service for the undertaking of its functions in Aberdeen;
- (d) specify policing measures the Council wishes the local commander to include in a local policing plan;
- (e) approve a local police plan submitted by the local commander and to approve a local fire and rescue plan prepared by the local senior officer and submitted by the Scottish Fire and Rescue Service;
- (f) monitor service provision and delivery in Aberdeen and provide feedback to the local commander and the local senior officer;
- (g) consider reports, statistical information and other information about the policing of Aberdeen and the undertaking of the Fire and Rescue function in Aberdeen provided in response to the Council's reasonable requests;
- (h) agree, with the local commander, modifications to an approved local police plan at any time; and
- (i) liaise with the local commander and local senior officer with regard to the undertaking by them of the community planning duties of the Chief Constable and the Scottish Fire and Rescue Service.

8. The Committee will consider such reports on the following tier 2 and 3 organisations, and any tier 4 organisation, as may be submitted from the governance hub:-

- North East Scotland Transport Partnership (NESTRANS)
- Strategic Development Planning Authority (SDPA)
- Visit Aberdeen
- Grampian Venture Capital Fund Ltd
- Aberdeen City and Shire Economic Forum (ACSEF)
- Aberdeen Heat and Power (AHP)
- Grampian Housing Association
- Care and Repair
- Aberdeen Lads Club

- Fersands and Fountain Project
- Middlefield Community Project
- St Machar Parents Support Project

9. Representatives from external organisations are required, when requested, to attend and contribute to meetings.

10. Following recommendation by the Northern Roads Collaboration Joint Committee, to consider and make decisions on proposals for participation in Roads Collaboration activities.