

**Report To: Environment and Regeneration
Committee**

Date: 16 January 2020

**Report By: Corporate Director, Environment,
Regeneration and Resources**

Report No: E&R/20/01/06/SJ

Contact Officer: Stuart Jamieson

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Subject: Clyde Muirshiel Regional Park - Governance

1.0 PURPOSE

- 1.1 The purpose of this report is to seek Committee approval for the Minute of Agreement between Renfrewshire Council, Inverclyde Council and North Ayrshire Council in respect of Clyde Muirshiel Regional Park.

2.0 SUMMARY

- 2.1 Renfrewshire Council has undertaken a review of the governance of Clyde Muirshiel Regional Park over a period of approximately 18 months.
- 2.2 Changes have taken place within the Park since its inception and the purpose of the review has been to ensure that the governance documentation reflects a modern park authority in respect of roles and responsibilities and to place the Park in a strong position going forward.
- 2.3 North Ayrshire Council reduced its requisition to the Park last year and as a result Inverclyde and Renfrewshire's requisitions have reduced proportionately, in Inverclyde's case these have been identified as savings of £30,000 approved by the Policy and Resources Committee.
- 2.4 The Minute of Agreement covers constitution, purpose, financial arrangements, administrative arrangements, and miscellaneous and a copy is attached at appendix 1.
- 2.5 Renfrewshire Council will continue to provide the "lead" Council role, with a Service Level Agreement developed in agreement with both Inverclyde and North Ayrshire.

3.0 RECOMMENDATIONS

- 3.1 It is recommended that the Committee agrees to delegate authority to the Corporate Director Environment, Regeneration and Resources, in consultation with the Chief Financial Officer and the Head of Legal and Property Services, to conclude the Minute of Agreement and negotiate any Service Level Agreement with Renfrewshire Council for the provision of Services within the Inverclyde Area of Clyde Muirshiel Regional Park.

**Scott Allan, Corporate Director
Environment, Regeneration and Resources**

4.0 BACKGROUND

- 4.1 The Clyde Muirshiel Park Authority came into existence in 1990 and covers an area of 12,000 ha on land between Renfrewshire Council, Inverclyde Council and North Ayrshire Council.
- 4.2 Renfrewshire Council has undertaken a review of the governance of Clyde Muirshiel Regional Park over a period of approximately 18 months. Changes have taken place within the Park since its inception and the purpose of the review has been to ensure that the governance documentation reflects a modern park authority in respect of roles and responsibilities and to place the Park in a strong position going forward.
- 4.3 The governance model is based on a Minute of Agreement which will be complemented with a Service Level Agreement.
- 4.4 The Minute of Agreement sets out the Constitution, Appointment of Park Authority Members, Appointment of Chair, Casual Vacancies, Quorum, Procedures, Servicing Authority, Meetings, Purpose, Strategy, Objectives, Projects, Title to Assets, Use and Disposal of Assets, Core Activities Plan, Additional Activities, Park Staff, Advisers, Commencement and Variation, Withdrawal and Mediation.
- 4.5 Each Member Authority will be responsible for any projects which it carries out within its own geography.
- 4.6 North Ayrshire Council reduced its requisition to the Park last year and as a result Inverclyde and Renfrewshire's requisitions have reduced proportionately, in Inverclyde's case these have been identified as savings of £30,000 approved by the Policy and Resources Committee in 2019.
- 4.7 As the Servicing Authority, Renfrewshire Council will continue to employ all of the Park Staff for the moment under a Service Level Agreement with the other Member Authorities.

5.0 IMPLICATIONS

Finance

- 5.1 The financial implications associated with this report are set out below.

Financial implications

One-off Costs

Cost Centre	Budget Heading	Budget Year	Proposed Spend this Report	Virement From	Other Comments
n/a					

Annually recurring costs/(savings)

Cost Centre	Budget Heading	Budget Year	Proposed Spend this Report	Virement From	Other Comments
n/a	CMRP	2020	(30)	n/a	n/a

Legal

- 5.2 There are no legal implications arising from this report.

Human Resources

5.3 There are no personnel issues associated with this report.

Equalities and diversity

5.4 There are no equality issues associated with this report.

Repopulation

5.5 The report supports our repopulation agenda.

6.0 CONSULTATIONS

6.1 Appropriate consultation has been undertaken with Legal and Property and Finance.

7.0 LIST OF BACKGROUND PAPERS

7.1 None.

APPENDIX 1

MINUTE OF AGREEMENT

between

RENFREWSHIRE COUNCIL, Renfrewshire House, Cotton Street, Paisley, incorporated under the Local Government etc. (Scotland) Act, 1994 OF THE FIRST PART

and

INVERCLYDE COUNCIL, Municipal Buildings, Greenock, incorporated under the said Act OF THE SECOND PART

and

NORTH AYRSHIRE COUNCIL, Cunninghame House, incorporated under the said Act OF THE THIRD PART

Whereas Strathclyde Regional Council in exercise of the powers conferred on them by Section 48A (2) of the Countryside (Scotland) Act, 1967 made the Clyde Muirshiel Regional Park Designation Order (hereinafter referred to as "the Order") on Ninth January 1987 and whereas the Secretary of State for Scotland in exercise of the powers conferred on him by Section 48A(3) of the Countryside (Scotland) Act 1967 and Regulation 5(3) of the Regional Parks (Scotland) Regulations 1981 confirmed the said Order which became operative on 18 December 1990.

AND WHEREAS the parties to this agreement (herein after referred to as "the three Councils") as successors to Strathclyde Regional Council in terms of Sections 180 and 181 of the Local Government etc (Scotland) Act 1994 have combined for the purposes of establishing a joint committee (hereinafter referred to as "the Park Authority") in terms of Section 56(5) of the Local Government (Scotland) Act, 1973 for the purposes hereinafter described

AND WHEREAS the parties have reviewed and wish to update the agreement between them relating to the joint committee.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

I

CONSTITUTION OF THE PARK AUTHORITY

Constitution

1

The three Councils hereby agree to continue to combine for the purpose of discharging certain functions with regard to leisure, recreation and environmental management within the area including and adjoining the Clyde Muirshiel Regional Park, more particularly described and defined in the Schedule annexed and subscribed as relative to the said Park Designation Order ("the Park"), and for this purpose have agreed to set up a Joint Committee known as "the Clyde Muirshiel Park Authority" (hereinafter referred to as "the Park Authority").

Appointment to Park Authority of Members

2 (i) Each of the three Councils shall appoint members to the Park Authority as follows:

Renfrewshire	3 members
Inverclyde	2 members
North Ayrshire	<u>2 members</u>
	<u>7 members</u>

(ii) Each of the three Councils shall appoint members of the Park Authority before or at the meetings at which approval is given to this Agreement and the members so appointed shall, subject as hereinafter provided, continue in office until they are reappointed or replaced by their respective Councils.

(iii) A member of the Park Authority shall cease to be a member of the Park Authority when he ceases to be a member of the Council which appointed him or on the appointment by that Council of another member in his place, whichever shall first occur.

Appointment of Chair

3 Renfrewshire Council shall nominate the Chair and North Ayrshire and Inverclyde Councils a member each to act as Vice Chairs of the Park Authority.

Casual Vacancies

4 (i) Where a casual vacancy occurs in membership of the Park Authority, the Council which appointed the member shall appoint a new member.

(ii) Where the vacancy occurs in the case of the Chair or Vice-Chair, the Councils shall nominate a new Chair or Vice-Chair at the next meeting of the Park Authority in accordance with Clause 3 hereof.

Quorum

5 The quorum of the Park Authority shall be three provided that not less than two of the three Councils shall be represented.

Procedures

6 (i) Decisions of the Park Authority shall be by a simple majority of the members present and voting and the Chair shall have a casting as well as a deliberative vote.

(ii) Subject to the provisions of this Agreement the Park Authority shall have the power to regulate its own procedures.

Servicing Authority

(i) Renfrewshire Council shall appoint an appropriate officer to act as Clerk to the Park Authority.

(ii) The three Councils agree that Renfrewshire Council (hereinafter referred to as "the Servicing Authority") shall provide such professional, technical and administrative support to the Park Authority and the three Councils as is necessary for the operation of this Agreement. Inverclyde Council and North Ayrshire Council shall reimburse the Servicing Authority appropriate fees, costs and expenses incurred with the provision of such services.

Meetings

- 8 (i) The Park Authority shall meet not less than twice during each year. One meeting shall take place in February and facilitate the budget setting processes of the three Councils, and another shall take place in September.
- (ii) Not less than ten working days' notice of meetings shall be given to the members by the Clerk to the Park Authority in writing, specifying the business to be transacted, subject to Clause 6(ii).
- (iii) The Clerk to the Park Authority shall be bound to convene an extraordinary meeting of the Park Authority within two weeks of being requested in writing so to do by the Park Authority Chair or any of the Councils and not less than three working days' notice of such meeting shall be given to the members by the Clerk.
- (iv) Subject to any procedural standing orders adopted by the Park Authority under Clause 6(ii), the Chair may invite or permit any person who is not a member or a substitute member to attend a meeting and address the Park Authority for the purpose of informing or advising the Park Authority on any matter before it.

II

PURPOSE OF THE PARK AUTHORITY

Purpose of the Park Authority 9 The purpose of the Park Authority shall be, inter alia:

- (i) Subject to Clauses 10 and 11 below:
- (a) to approve, the Clyde Muirshiel Regional Park Strategy (“the Park Strategy”);
- (b) to note the progress of implementation of the Park Strategy;
- (c) to amend, review and renew the Park Strategy as and when the Park Authority considers it appropriate to do so; and
- (d) to note and embrace opportunities for community involvement, which may include opportunities under the Community Empowerment (Scotland) Act 2015, which are aimed at furthering the Park Objectives, and to make recommendations to the three Councils on such opportunities;

The Park Strategy

- 10 The Park Strategy shall be in accordance with the Park Objectives and shall:-
- (a) seek to define activities that deliver the best outcomes for the Park; and
- (b) identify opportunities for the Park's future priorities and activities.

- (a) To advance inclusive leisure activity and healthy lifestyles, by providing visitors of all ages and abilities the opportunity for quality recreation, and use the Park’s unique assets, to facilitate a high quality programme of leisure activities which contribute to the health agenda.;
- (b) To advance education and outdoor learning through the provision of a productive venue for formal and informal education and outdoor opportunities which will increase participation in learning opportunities and develop a better appreciation of the Park’s natural and cultural heritage. and
- (c) To promote the Park as an attractive and ecologically important visitor destination which recognises the value of its biodiversity and which embraces opportunities for positive environmental improvement.;
- (d) any further objectives that the three Councils jointly agree from time to time; and
- (e) such objectives as might be incidental or conducive to the foregoing objectives

IV

FINANCIAL ARRANGEMENTS

Projects

12 Each of the three Councils will be responsible for the whole cost (including capital and revenue expenditure) of any project or development that they are seeking to deliver within that part of the Park lying within their boundaries.

Title to Assets

13 The title or other interest in each Asset within the Park shall continue to be vested in the name of the relevant Council which shall be responsible for the management and maintenance of the Asset.

Use and Disposal of Assets

- 14 (i) Each of the three Councils shall be entitled to use and dispose of their Assets within the Park as they see fit.
- (ii) The Council to which an Asset belongs shall be solely entitled to any income derived from the use or disposal of that Asset.

Core Activities Plan

15 (i) Each year, the Servicing Authority shall submit to the other Councils a Core Activities Plan (“Core Activities Plan”) setting out a proposed programme of Core Activities (“Core Activities”) in the Park for the following year. The three Councils will endeavour to agree the Core Activities Plan by not later than [insert date].

- (ii) Following Agreement of the Core Activities Plan, the Servicing Authority shall enter into Service Level Agreements with Inverclyde Council and North Ayrshire Council for the Core Activities to be delivered within that Council's area.

Additional Activities

- 16 In the event that any of the Councils, or any other body, wishes to carry out activities in the Park that are outwith the Core Activities and which require the support of Park Staff and resources ("Additional Activities"), provided that these Additional Activities are compatible with the Park Strategy and Park Objectives; there will be no adverse impact on the Core Activities; and the Servicing Authority considers it appropriate to do so, the Servicing Authority shall have the power to enter into an agreement with the relevant Council or body to make available the Park Staff and resources required to support the Additional Activities for such costs and on such terms and conditions as the Servicing Authority thinks fit.

V

ADMINISTRATIVE ARRANGEMENTS

Park Staff

- 17 Park Staff
- (i) The Servicing Authority shall be the employer of, and shall have the power to appoint, the Park Co-ordinator and such supporting staff (together referred to as "Park Staff") as the Servicing Authority reasonably considers appropriate to discharge the Core Activities. All costs incurred by the servicing authority consequent on the employment of Park Staff as a result of the operation of this Agreement shall, with the exception of any liabilities referred to in Clause 17 (ii) below, be reimbursed by the three Councils in such proportions as they agree amongst themselves but, in the event that agreement cannot be reached, each Council shall be liable for an equal share.
 - (ii) In the event of any member of Park Staff, or former member of Park Staff, bringing a claim against the Servicing Authority as a result of an alleged act or omission by any of the three Councils, the Council, or Councils, alleged to have committed the act or omission shall fully indemnify the Servicing Authority against all liabilities, costs and expenses arising from the claim. Where the act or omission is alleged to have been committed by two or more of the Councils, all liabilities, costs and expenses shall be shared equally between, or among, these Councils.

Advisers

- 18 In the event of the Park Authority requesting an officer of one of the three Councils to act as an Adviser to the Park Authority, and the Council employing the officer agreeing to the request, which agreement shall not be unreasonably withheld, any costs to the employing Council arising from such advisory duties shall

be shared in such proportions as the Councils agree amongst themselves but, in the event that agreement cannot be reached, each Council shall be liable for an equal share of the costs..

VI

MISCELLANEOUS

Commencement and
Variation

19 This Agreement shall be deemed to have commenced and taken effect on First April Twenty Twenty notwithstanding the date hereof and may be varied by supplementary agreements between the parties.

Withdrawal

20 (i) Withdrawal may be made from this Agreement on Thirty-First March in any year by any of the three Councils serving upon the Servicing Authority on behalf of the Park Authority, not less than 12 months' notice, or such shorter period as the other Councils may agree in writing, to be served in like manner as a notice served under Section 195 of the Local Government (Scotland) Act 1973. If, as a result of withdrawal, Park Staff are surplus to requirements, and additional costs, such as redundancy payments are incurred by the Servicing Authority, these shall be reimbursed by the withdrawing authority.

(ii) Where all three Councils agree to withdraw from this Agreement, the three Councils shall work together to develop and agree appropriate arrangements for the future management of the Park and for the dissolution of the Park Authority.

(iii) In the circumstances set out in paragraph (ii) above, the costs of withdrawal shall be shared in such proportions as the Councils agree amongst themselves but, in the event that agreement cannot be reached, each Council shall be liable for an equal share of the costs.

(iv) Any notice of withdrawal given under this Clause may be cancelled if all three Councils agree in writing.

Mediation

21 Any dispute arising in connection with the Park Authority or this Agreement, which cannot be resolved by discussion between the Councils in dispute, shall be referred to a mutually agreed mediator. The recommendations of any such mediator shall be final and binding on the Councils in dispute.

And the parties hereto consent to the registration hereof for preservation: IN WITNESS WHEREOF

MINUTE OF AGREEMENT

between

RENFREWSHIRE COUNCIL

OF THE FIRST PART

and

INVERCLYDE COUNCIL

OF THE SECOND PART

and

NORTH AYRSHIRE COUNCIL

OF THE THIRD PART