

**Report To:** Shared Services Joint Committee      **Date:** 19 January 2022

**Report By:** Interim Head of Legal & Democratic Services      **Report No:** LS/009/22

**Contact Officer:** Anne Sinclair      **Contact No:** 01475 712139

**Subject:** Update Report re. Shared Services Joint Committee and a Proposed Change to Procedural Standing Orders

---

## **1.0 PURPOSE**

- 1.1 The purpose of this report is to provide the Shared Services Joint Committee with an update following the withdrawal of East Dunbartonshire Council and to ask the Joint Shared Services Committee to consider changes to the Procedural Standing Orders of the Shared Services Joint Committee.

## **2.0 SUMMARY**

- 2.1 The inaugural meeting of the Shared Services Joint Committee comprising Inverclyde Council, East Dunbartonshire Council and West Dunbartonshire Council, was held on 16 December 2016 at which time the Procedural Committee Standing Orders were agreed.
- 2.2 A Minute of Agreement was entered into between the three partner Councils, Inverclyde Council, East Dunbartonshire Council and West Dunbartonshire Council, and was signed by parties on 11 and 12 October 2016. A copy of the Minute of Agreement is set out in Annex 1.
- 2.3 At its Council meeting on 23 September 2021, East Dunbartonshire Council approved a report agreeing to withdraw from the Shared Services Joint Committee. Accordingly it is appropriate for arrangements to be made between Inverclyde Council and West Dunbartonshire Council with regards to the continuation of the Shared Services Joint Committee. In this connection it is necessary for variation to be made to the existing Procedural Standing Orders to enable further meetings of the Shared Services Joint Committee between Inverclyde Council and West Dunbartonshire Council to be held. A copy of the existing Procedural Standing Orders with revisions is set out in Annex 2.

## **3.0 RECOMMENDATIONS**

- 3.1 It is recommended that the Joint Shared Services Committee:
- (1) note the terms of this report; and
  - (2) agree to the proposed changes to the Procedural Standing Orders.

**Anne Sinclair**  
**Interim Head of Legal Services**

## **4.0 BACKGROUND**

- 4.1 At its Council meeting on 23 September 2021, East Dunbartonshire Council approved the recommendation of a report by Officers agreeing to withdraw from the East Dunbartonshire, West Dunbartonshire and Inverclyde Council Shared Services Joint Committee. Specifically, East Dunbartonshire Council agreed the following:
- (a) to withdraw from the East Dunbartonshire, West Dunbartonshire and Inverclyde Council Shared Services Joint Committee;
  - (b) to instruct the Chief Solicitor and Monitoring Officer to write to the Clerk of the Shared Services Joint Committee to intimate the Council's intention to withdraw; and
  - (c) to instruct the Chief Solicitor and Monitoring Officer to write to both West Dunbartonshire and Inverclyde Councils with a view to agreeing a reduction in the notice period required by the Minute of Agreement governing the Shared Services Joint Committee.
- 4.2 In terms of Clause 12 of the existing Minute of Agreement it states:
- “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”.
- 4.3 The Chief Solicitor and Monitoring Officer of East Dunbartonshire's Legal & Democratic Service wrote by letter dated 24 November 2021 to West Dunbartonshire Council and East Dunbartonshire Council intimating the intention to withdraw from the Shared Services Joint Committee and seeking agreement of the Council to the waiving of the notice period outlined in the Minute of Agreement at paragraph 12 in order to quickly remove a commitment for the relevant members of East Dunbartonshire Council.
- 4.4 Both Inverclyde Council and West Dunbartonshire Council have agreed to the request to waive the notice period. The Interim Head of Legal & Democratic Services at Inverclyde Council wrote to Executive Officer, Legal & Democratic Services at East Dunbartonshire Council by letter dated 10 December 2021 confirming that the decision of Inverclyde Council at its meeting on 2 December 2021 was to agree the request that the 18 month notice period stipulated in the Minute of Agreement should be waived. Peter Hisset, Chief Officer – Regulation & Regeneration, West Dunbartonshire Council, also wrote to East Dunbartonshire Council by letter dated 21 December 2021 accepting the request to waive the notice period required by the Minute of Agreement.

## **5.0 PROPOSALS**

- 5.1 In light of the decision of East Dunbartonshire Council to withdraw from the Shared Services Joint Committee, it is appropriate that changes are made to the existing Procedural Standing Orders to ensure the continuation of the Joint Shared Services Committee.

## 6.0 IMPLICATIONS

### Finance

6.1 There are no immediate financial implications in connection with this report or proposals.

#### One off Costs

Cost Centre	Budget Heading	Budget Years	Proposed Spend this Report £000	Virement From	Other Comments
N/A					

#### Annually Recurring Costs/ (Savings)

Cost Centre	Budget Heading	With Effect from	Annual Net Impact £000	Virement From (if Applicable)	Other Comments
N/A					

### Legal

6.2 None beyond the change to the Committee's governance arrangements.

### Human Resources

6.3 None

### Equalities

6.4 Has an Equality Impact Assessment been carried out?

YES (see attached appendix)

NO - This report does not introduce a new policy, function or strategy or recommend a change to an existing policy, function or strategy.

Therefore, no Equality Impact Assessment is required.

**Fairer Scotland Duty**

6.5 No

**Data Protection**

6.6 No

**Repopulation**

6.7 None

**7.0 LIST OF BACKGROUND PAPERS**

7.1 None

## 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 these presents consisting of this and the preceding seven pages are executed as follows:- They are signed on behalf of West Dunbartonshire Council by Peter David Hessett, Strategic Lead - Regulatory and Proper Officer at Dumbarton on the Eleventh day of October Two Thousand and Sixteen before this witness, Christopher Edward Anderson, Council Offices, Garshake Road, Dumbarton; and they are signed on behalf of (i) East Dunbartonshire Council by Karen Marie Donnelly, Chief Solicitor and Proper Officer; and (ii) Inverclyde Council by Gerard Joseph Malone, Head of Legal & Property Services and Proper Officer, both signing at Kirkintilloch on the Twelfth day of October Two Thousand and Sixteen before this witness, Martin John Cunningham, Council Offices, South Bank Marina, Twelve Strathkelvin Place, Kirkintilloch.

[Redacted] (Witness)  
WITNESS

[Redacted] WJC

[Redacted] (Witness)  
WITNESS

[Redacted] EDC

[Redacted] IC

Formatted: Header

**PROCEDURAL STANDING ORDERS**

**OF THE**

**SHARED SERVICES JOINT COMMITTEE**

**Revised 2 October 2019**  
**January 2022**

**STANDING ORDERS OF THE  
SHARED SERVICES JOINT COMMITTEE**

**INDEX**

<b><u>STANDING ORDER</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
1	Definitions	4
2	Applying the Interpretation Act	5
3	Start	5
4	First Meeting after Appointment of Members	5
5	Ordinary Meetings	5
6	Special Meetings	5
7	Notice of Meetings	5
8	Membership and Quorum	6
9	Sederunt and Apologies	67
10	Minutes of Meetings	67
11	Access for the Public	7
12	Order of Business	7
13	Chair and Vice-Chair - Power and Duties	8
14	Form of Notice of Motion	8
15	Failure to Move Motion After Notice Has Been Given	9
16	Motions Contrary to Previous Decision	9
17	Motion or Amendment to be Moved and Seconded	9
18	Motion or Amendment not Seconded	9
19	Motion or Amendment Not To Be Withdrawn	9
20	Member Allowed to Speak Only Once on a Motion	9
21	Procedure on Point of Order	9
22	Right to Reply	9
23	Closure of Discussion	9
24	Time Limit on Speeches	10
25	Obstructive or Offensive Conduct	10
26	Closure of Debate	10
27	Motion for Adjournment of Meeting	10

<b><u>STANDING ORDER</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
28	Method of Voting	10
29	Taking a Vote	11
30	Questions	11
31	Declaration of Interest	11
32	Voting on Appointments	11
33	Variation and Revocation of Standing Orders	12
34	Suspension of Standing Orders	12
35	Deputations	12
36	Delegating to Sub-Committees	12
37	Application of Standing Orders to Sub-Committee	13
38	Delegation to Officers	13
39	Remote Participation in Meetings	13

## PRELIMINARY

### DEFINITIONS

1. In these Standing Orders the following words and expressions have the following meanings:

"1973 Act" means the Local Government (Scotland) Act 1973, as amended;

"1978 Act" means the Interpretation Act 1978;

"1985 Act" means the Local Government (Access to Information) Act 1985;

"1994 Act" means the Local Government etc. (Scotland) Act 1994, as amended;

"The Joint Committee" means the Shared Services Joint Committee, a Joint Committee formed under Section 57 of the Local Government (Scotland) Act, 1973 for the purpose of regulating the joint discharge of the functions by the Member Authorities;

Any reference to the Shared Services Joint Committee shall unless the context otherwise requires, include a reference to Joint Committee;

"Chair" means the Chair of the Joint Committee duly appointed under these Standing Orders (and the person presiding at a meeting), or where the context so applies to a person appointed by the Joint Committee to act as a Chair of a sub-committee;

"Clerk" means the head of legal, or other nominated officer, of the Secretariat Authority;

"Local Member" means a member elected to serve as a councillor for the relevant Member Authority;

"Member" means a councillor appointed by any of the Member Authorities from their own number to be a member of the Joint Committee in terms of the Minute of Agreement;

"Member Authority" means any Council who is a signatory to the Minute of Agreement;

"Minute of Agreement" means the minute of agreement among Inverclyde, East Dunbartonshire, Inverclyde and West Dunbartonshire Councils dated [ 12 October 2016, setting out the terms and conditions of membership of the Joint Committee and any alterations thereof;

Formatted: Condensed by 0.05 pt

Formatted: Condensed by 0.05 pt

"The Secretariat Authority" means the Member Authority which presently Chairs the Joint Committee and provides administrative services in support of the {Joint Committee's} operation and decision making;

"Vice-Chair" means the Vice-Chair of the Joint Committee duly appointed under these Standing Orders;

"Vice-Chair Authority" means the Member Authority from when the Vice-Chair is appointed.



## APPLYING THE INTERPRETATION ACT

2. The Interpretation Act 1978 applies to these Standing Orders in the same way as it applies to an Act of Parliament.

## START

3. The Standing Orders apply from the date approved by the Joint Committee. The Joint Committee may make changes from time to time under Standing Order 35.

## JOINT COMMITTEE MEETINGS

### FIRST MEETING AFTER APPOINTMENT OF MEMBERS

4.
  - (a) The first meeting of the Joint Committee shall take place on or as soon as reasonably practicable after the signing of the Minute of Agreement.
  - (b) The Secretariat Authority shall be appointed at the first meeting of the Joint Committee and a Member of the Secretariat Authority shall Chair the Joint Committee.
  - (c) The Vice-Chair should be appointed at the first meeting of the Joint Committee.
  - (d) In a year in which an ordinary election of Councillors for the local government election area of each Member Authority is held, the Joint Committee shall hold a meeting on the date and at the time and place previously decided by the Joint Committee.

### ORDINARY MEETINGS

5. The Joint Committee shall meet at least 2 times in each financial year. The meetings of the Joint Committee shall be convened by the Secretariat Authority and ~~meetings will be similarly located within the boundaries of the Secretariat Authority in ordinary course. The~~ dates, times and places for ordinary meetings of the Joint Committee shall be decided by the Joint Committee.

Formatted: Condensed by 0.05 pt

### SPECIAL MEETINGS

6. A special meeting of the Joint Committee may be called at any time:
  - (a) by the Chair; or
  - (b) if at least one ~~quarter~~third of the total number of Members require in writing a meeting specifying the business to be transacted.

Any special meeting shall be held within 14 days from the date when the Clerk receives a written request and at the time and place specified by the Clerk in consultation with the Chair.

### NOTICE OF MEETINGS

7.
  - (a) All meetings shall be called by (i) a notice published at least 5 clear days before the meeting of the Joint Committee by the Clerk at the Member Authorities' offices giving the time and the place of the intended meeting and, where the meeting is called by Members, the notice shall be signed by those Members and shall specify the business proposed to be transacted; and (ii) a notice to attend the meeting specifying

the business to be transacted and signed by the Clerk which shall be at least 5 clear days before the meeting of the Joint Committee be left at, or sent by post to the usual place of residence of every Member , or to such other address as any Member may notify, or ~~with the consent of any Member~~ delivered to their electronic mail address.

Formatted: Header

Formatted: Condensed by 0.25 pt

- (b) Any notice issued under Paragraph 7(a) must include the order for dealing with the business at the meeting. No other business may be dealt with unless it is required by statute or it is brought before the Joint Committee by the Chair as a matter of urgency under Paragraph 7(c). However, if a meeting is called because of a request from Members, only business listed in the request may be dealt with.
- (c) In the event that 5 clear days' notice is not given for an item, it may be considered at the meeting if the Chair rules that there are special reasons why it is a matter of urgency. The Chair must give those reasons. The item must be made known at the start of the meeting.
- (d) If a summons is not served on any Member the meeting shall still be valid.

#### MEMBERSHIP AND QUORUM

- 8. (a) Each Member Authority shall be represented by four Local Members on the Joint Committee.
- (b) Each of the Members so appointed shall, subject as hereinafter provided, continue in office until they are reappointed or replaced by the Member Authority, subject always to Section 57(5) and Section 59 of the 1973 Act.
- (c) A Member shall cease to become a Member when he or she ceases to be a Local Member of the Member Authority or on the appointment by that Member Authority of another Local Member in his or her place, whichever shall first occur.
- (d) The quorum of the Joint Committee shall be one third of voting Members with at least one Member from each voting Member Authority in attendance. If the one third figure does not represent a whole number, the one third figure shall be rounded up to the nearest whole number. Therefore, when an item requires ~~all three each~~ Member authorities to vote the quorum shall be ~~four three~~ (one third of ~~12~~) with at least one Member from ~~all three each~~ authorities being in attendance ~~and when only two authorities require to vote the quorum shall be three (one third of 8).~~
- (e) If 10 minutes after the time stated in the summons to attend a meeting a quorum is not present the meeting shall stand adjourned until such time and date as may be determined by the Clerk in consultation with the Chair. The Clerk shall minute the reason for the adjournment of the meeting.
- (f) After a meeting has started, if the number of Members falls below the quorum, the meeting will immediately adjourn and no more business may be transacted unless and until the meeting is again quorate.
- (g) Members may only vote on business that directly affects their Member Authority.

- (h) When a Member is unable to attend a meeting a named substitute will be allowed to attend in their absence providing the clerk is notified in advance of the meeting commencing. The Member who is unable to attend and who is appointing a substitute must inform the Clerk as soon as possible of the appointment of the substitute. When a substitute attends, the substitution applies throughout the duration of the meeting including any adjournment to a time later the same day and the appointing Member shall not be entitled to revoke the substitution or vote at the meeting or its same day adjournment. Only the substitute intimated by the appointing Member to the Clerk prior to the commencement of the meeting is entitled to attend if a substitute can be revoked by the appointing Member only prior to the commencement of the meeting.

### SEDERUNT AND APOLOGIES

9. The names of the Members present at a meeting of the Joint Committee shall be recorded. Members who intimate their apologies for non-attendance at a Joint Committee meeting to the Clerk before the meeting shall have their apologies recorded in the minutes.

### MINUTES OF MEETINGS

10. The Clerk shall minute all Joint Committee meetings. The minutes shall record the proceedings of the meeting and the names of the Members who attended the meeting. They shall then be printed and, as far as possible, circulated among Members at least 5 clear days before the next ordinary meeting of the Joint Committee. They shall be presented and corrected if necessary. If they are held to be a true record of the proceedings of the meeting they relate to, the person chairing the meeting to which they are presented shall sign them.

### ACCESS FOR THE PUBLIC

11. (a) Every meeting of the Joint Committee, and its sub-committees will be open to the public unless the public are excluded in terms of the 1973 Act. [A link to any online meetings shall be published on each member authority's website.](#)
- (b) The Joint Committee may exclude any members of the public from a meeting or cause them to leave, if they are hindering or are likely to hinder the work of the Joint Committee. If a member of the public interrupts any meeting, the Chair may warn that person. If they continue the interruption, the Chair may order the person to be removed from the Joint Committee's meeting room or the online meeting. If there is general disturbance in any part of the meeting room that is open to the public, the Chair may order that part to be cleared.
- (c) The public shall be kept out of a Joint Committee meeting when an item of business is being considered if it is likely that they would hear confidential information. Nothing in the Standing Orders authorises or requires confidential information to be disclosed in breach of the obligation of confidence as defined in the 1973 Act as amended by the Local Government (Access to Information) Act 1985.
- (d) The Joint Committee may decide to keep the public out of a meeting when an item of business is being considered if it is likely that they would hear information that was defined as 'exempt' in schedule 7A of the 1973 Act;
- (e) The use of any equipment capable of audio or visual recording and the taking of photographs or access for radio or television broadcasting is prohibited and will only be allowed with the Joint Committee's prior approval.

## ORDER OF BUSINESS

12. The business of the Joint Committee at ordinary meetings shall take place in the following order, unless agreed otherwise by a majority of the Joint Committee:-
- (a) The sederunt shall be taken;
  - (b) Any apologies shall be tendered;
  - (c) Any declaration of interest shall be tendered;
  - (d) Confirmation of items recommended to be exempt;
  - (e) Consider notice of any urgent business;
  - (f) Minutes of the previous meeting, of any special meeting and of any subcommittee held since then;
  - (g) Presentations;
  - (h) Deputations;
  - (i) Business required by statute, statutory instrument or order;
  - (j) Business remaining from the last meeting;
  - (k) Outstanding business report;
  - (l) Motions of which notice has been given (Standing Order 14);
  - (m) Financial reports including progress with annual estimates or budget;

Formatted: Header

- (n) Business, including correspondence, communications and reports by officials;
- (o) Setting the date and place of the next meeting. The Chair may alter the order of business to facilitate the conduct of the meeting.

**CHAIR AND VICE-CHAIR - POWER AND DUTIES**

- 13. (a) The position of Chair shall be held for a period of two years. ~~The first Chair shall be a Member from East Dunbartonshire Council.~~ Each Member Authority in turn shall hold the position of Chair, with each subsequent Chair being from the Member Authority from whom the previous Vice-Chair was selected. Each subsequent Chair shall take up his or her position on the second anniversary of the ~~first~~ meeting. The appointment of the Chair shall be undertaken by the Member Authority from whose Members the Chair shall be selected.
- (b) The position of Vice-Chair shall be held for a period of two years. ~~The first Vice-Chair shall be a Member from West Dunbartonshire Council.~~ Each Member Authority in turn shall hold the position of Vice-Chair, ~~with each subsequent Vice-Chair being from the Member Authority that was not the preceding Secretariat Authority.~~ Each subsequent Vice-Chair shall take up his or her position on the second anniversary of the first meeting. The appointment of the Vice-Chair shall be undertaken by the Member Authority from whose Members the Vice-Chair shall be selected.
- (c) The Chair shall chair any Joint Committee meeting if he or she is present.
- (d) In the event of the Chair being absent from a meeting, the Vice-Chair shall assume the Chair for that meeting. If neither the Chair nor the Vice-Chair is present another Member (chosen by the majority vote of the Members present) shall chair the meeting. That Member shall have the same powers and duties as the Chair in relation to a meeting and its business.
- (e) Deference shall at all times be paid to the authority of the Chair.
- (f) The Chair must keep order and make sure that Members have a fair hearing.
- (g) The Chair shall decide all matters of order, competency and relevancy and the Chair's ruling shall be final and shall not be open for discussion.
- (h) In the event that two or more Members want to speak, the Chair shall decide which Member shall be first.
- (i) The Chair shall be entitled, in the event of disorder arising at any meeting, to adjourn the meeting to any other time or day that he/she may fix at the time or afterwards. In these circumstances, by simply leaving, the Chair shall adjourn the meeting.
- (i) It shall be the responsibility of the Chair, whom failing the Vice-Chair, to determine whether any meeting of the Joint Committee shall be held in person, or a hybrid model or remotely.

Formatted: Condensed by 0.05 pt

Formatted: Condensed by 0.05 pt

Formatted: Character scale: 100%, Expanded by 0.05 pt

Formatted: Character scale: 99%, Expanded by 0.15 pt

Formatted: Expanded by 2.15 pt

Formatted: Expanded by 3 pt

Formatted: Font: +Body (Times New Roman), 11 pt

Formatted: List Paragraph, Space Before: 0 pt

**FORM OF NOTICE OF MOTION**

- 14. Every notice of motion shall be in writing, signed by the Member of the Joint Committee giving the notice and counter-signed by one other Member. A notice of motion which has not been received by the Clerk at least 14 days prior to the date of any meeting of the Joint Committee

shall not be specified in, or transmitted with, the notice calling such meeting. It shall be competent for the notice of motion to be delivered to the Clerk by electronic means, and a delivery receipt to the Clerk's electronic mail address shall be sufficient proof of delivery.

Formatted: Header

**FAILURE TO MOVE MOTION AFTER NOTICE HAS BEEN GIVEN**

15. If a motion which is specified in the notice calling the meeting is not moved by the Member who has given the notice or by some other Member on his/her behalf when it comes to be considered, it shall, unless postponed by leave of the Joint Committee, be considered as withdrawn and shall not be moved without further notice.

**MOTIONS CONTRARY TO PREVIOUS DECISION**

16. A motion or amendment contrary to a decision of the Joint Committee shall not be competent within six months from the date of the decision.

**MOTION OR AMENDMENT TO BE MOVED AND SECONDED**

17. Every motion or amendment shall be moved and seconded and shall, when required by the Chair, be reduced to writing, handed to the Chair and read before it is put to the meeting. No Member shall move or second more than one motion or amendment upon a particular issue.

**MOTION OR AMENDMENT NOT SECONDED**

18. A motion or amendment not seconded or which may be withdrawn or departed from after being seconded shall not be recorded in the minutes. A Member who has moved a motion or amendment but failed to find a seconder may, if they so request, have their dissent to a decision recorded in the minutes.

**MOTION OR AMENDMENT NOT TO BE WITHDRAWN**

19. A motion or an amendment once moved and seconded shall not be altered or withdrawn without the consent of the mover and the seconder.

**MEMBER ALLOWED TO SPEAK ONLY ONCE ON A MOTION**

20. A Member shall not address the Joint Committee more than once on any subject under discussion, except with the consent of the Chair. However, the mover of a motion shall have the right to reply.

**PROCEDURE ON POINT OF ORDER**

21. Any Member may raise a point of order at any time during a meeting. Any Member who is addressing the meeting when a point of order is raised will resume his or her seat until the point of order has been decided upon by the Chair. No other Member may speak to the point of order unless with the permission of the Chair. The decision of the Chair will be final and cannot be debated.

**RIGHT TO REPLY**

22. The mover of the original motion shall, in their reply, strictly confine themselves to answering the previous speakers and shall not introduce any new matter.

**CLOSURE OF DISCUSSION**

23. After the reply is concluded, the discussion shall be held to be closed after which no Member shall be permitted to offer an opinion or to ask a question or otherwise interrupt the proceedings or to speak, except with regard to the manner of taking a vote, and the questions



under discussion shall thereupon be put by the Chair.

Formatted: Header

**TIME LIMIT ON SPEECHES**

24. The mover of a motion or amendment shall not speak for more than 10 minutes. Any succeeding speaker shall not speak for more than 5 minutes. The mover of the original motion shall have the right to speak for 5 minutes in reply. The foregoing limits of time may be exceeded with the consent of the majority of the Members present and it shall be competent for the Chair to determine - without the necessity of taking a division - whether the consent of the Members present had been obtained to the foregoing limits of time being exceeded.

**OBSTRUCTIVE OR OFFENSIVE CONDUCT**

25. If any Member at any meeting disregards the authority of the Chair, or behaves obstructively or offensively, a motion may then be proposed and seconded to suspend the Member for the rest of the meeting. The motion shall be put without discussion. Should the motion be carried, the Chair shall order the Member to leave the meeting and the Member concerned shall immediately withdraw from the meeting room - or leave the online meeting. The Clerk shall act on the instructions of the Chair to ensure that any such order is carried out. If the Member concerned remains, the Chair shall refuse to recognise him and he may not vote, nor put nor second any motion, for the remainder of that meeting.

**CLOSURE OF DEBATE**

26. At the close of any speech, any Member who has not spoken on the question before the meeting may move "That the question be now put". If this is seconded, the Chair shall without any debate, take a vote. No speeches shall be made on the motion. If it is carried, the mover of the original motion shall have the right to reply.

**MOTION FOR ADJOURNMENT OF MEETING**

27. A motion for the adjournment of the meeting may be put at the conclusion of any speech and shall have precedence over all other motions. It must be moved and seconded without a speech and shall at once be put by the Chair in the form of "adjourn" or "not adjourn". If the motion to "adjourn" is carried, then unless times for adjournment and resumption are specified in the motion, adjournment shall take effect immediately and the meeting shall stand adjourned until such time as is decided by the Chair. A second motion for the adjournment of the meeting shall not be made within a period of half-an-hour unless it is moved by the Chair.

**METHOD OF VOTING**

28. (a) At a meeting of the Joint Committee or any Sub-Committee a vote on any matter shall be taken by a roll call vote.
- (b) Once a vote has been taken and someone immediately challenges the accuracy of the count the Chair shall decide whether to have a recount. If there is a recount, the Chair shall decide whether to take it by a show of hands or by roll call.
- (c) Unless the law or these Standing Orders say otherwise, all questions before the Joint Committee shall be decided by a majority of the Members voting.
- (d) In a case of an equality of votes the Chair shall not have a second or casting vote, and the vote shall fall.

## TAKING A VOTE

29. If there are more amendments than one, the amendment last proposed will be put against that immediately preceding and the amendment then carried against the next preceding and so on until there remains only one amendment, between which and the original motion the vote will be taken.

## QUESTIONS

30. (a) Any Member may ask a question of the Chair. If the Chair decides that the question is relevant and competent, he/she shall answer it or direct that it shall be answered. No prior notice shall be required of a Member in such circumstances but the Member or official to whom the question is addressed shall be given the opportunity of replying to the question in writing. Any such written answer shall be circulated to all Members as soon as possible and included in the Minute of the meeting.
- (b) A Member wishing to ask a question about a matter which is not otherwise on the agenda of any meeting but is part of the remit of either the Joint Committee itself, or a sub-committee shall submit a written and signed question in English to the Clerk at least 10 clear days before the appropriate meeting. The question shall be circulated immediately to all Members and placed on the agenda.
- (c) If the Chair decides at the meeting that the question is relevant and competent he/she shall answer it or direct that it be answered. The question and answer shall be included in full in the minute of the meeting. No discussion or other questions shall be allowed.
- (d) If the question is directed to a sub-committee of which the Member is not a member, he/she shall be entitled to attend, speak and debate at the meeting, but shall not be entitled to vote.

## DECLARATION OF INTEREST

31. Any member who, in terms of the councillors' code of conduct has an interest (whether financial or non-financial) in a matter which requires declaration and is present at a meeting of the Joint Committee at which such matter is the subject of consideration, shall declare that interest as soon as practicable at a meeting where that interests arises. The declaration shall begin with the words "I declare an interest". If, in terms of the councillors' code, the nature of the interest has the effect of prohibiting any participation in discussion and voting on the matter, the member shall leave the meeting room or online meeting until discussion of the item of business is concluded.

## VOTING ON APPOINTMENTS

32. (a) In the case of an appointment of a Member to a particular office or sub-committee of the Joint Committee where only one vacancy requires to be filled, and there are only 2 candidates, a vote shall be taken between these candidates and the one receiving the majority of votes shall be declared duly appointed.
- (b) (i) If there are more than 2 candidates, a vote shall be taken among all the candidates, each Member being entitled to vote for only one candidate. If after this vote has been taken, any candidate has an absolute majority of the Members present and voting, such candidate shall be declared duly appointed.

- (ii) If no candidate has such a majority, the name of the candidate having the fewest number of votes shall be struck off the list of candidates. In second and subsequent votes the same course as that prescribed with reference to the first vote shall be followed until one of the candidates obtains the votes of a majority of the Members present and voting when he/she shall be declared

duly appointed or until the candidates are reduced to 2, when a final vote shall be taken and the candidate who receives a majority of the votes shall be declared appointed. If on any vote, 2 or more candidates at the bottom of the list have an equal number of votes, the meeting shall decide which of these candidates shall be struck off the list.

- (c) In the case of an appointment of a Member to a particular office or subcommittee of the Joint Committee, where more than one vacancy requires to be filled and there are more candidates than vacancies, each vacancy shall be filled separately following the voting procedure prescribed at (b) above.
- (d) In the case of recruitment of an officer, the Joint Committee shall follow the procedures prescribed at (a) and (b) above or such other procedures as are agreed by the Joint Committee prior to the appointment.

#### **VARIATION AND REVOCATION OF STANDING ORDERS**

- 33. Any motion to vary or revoke these Standing Orders shall, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the Joint Committee.

#### **SUSPENSION OF STANDING ORDERS**

- 34. Any of the standing orders, upon a motion made at any time during a meeting, may be suspended (except standing order 7 which is concerned with the notice of meeting, standing order 13 which deals with the role of the Chair, and standing order 20 which is concerned with procedure on point of order) so far as regards any business at such meeting provided that at least two thirds of the Members present and voting shall so decide.

#### **DEPUTATIONS**

- 35. Any written request received by the Clerk 48 hours prior to a meeting, except in cases of urgency as certified by the Chair, that a deputation be received by the Joint Committee on a particular matter shall be referred in the first instance to the Chair. Should the Chair consider that the matter raised by the deputation is one which is competent and relevant for the Joint Committee to determine, the written request shall be placed on the agenda of the first appropriate meeting of the Joint Committee. Thereafter, the Chair will decide whether to hear the deputation at the first meeting or may make arrangements for hearing the deputation at a subsequent meeting of the Joint Committee. In the event of the Chair agreeing to hear a deputation the following provisions shall apply:-

- (a) The deputation shall not exceed 3 in number;
- (b) Representatives of the deputation may speak for a total of no more than 10 minutes, unless the Chair otherwise permits; and
- (c) It shall be competent for Members to put to the deputation only questions relevant to the subject of the deputation.

#### **SUB-COMMITTEES**

##### **DELEGATING TO SUB-COMMITTEES**

- 36. (a) The Joint Committee may appoint sub-committees in accordance with the provisions of Sections 57 of the 1973 Act.

- (b) The Joint Committee shall appoint the Chair of any Sub-Committee. If the Chair is absent, the Members present shall appoint someone from amongst themselves to Chair the meeting.

- (c) The quorum of any sub-committee shall be at least one Member from each participating Member Authority.

#### **APPLICATION OF STANDING ORDERS TO SUB-COMMITTEE**

37. These standing orders shall apply to any Sub-Committee established under Standing Order 36.

#### **SCHEME OF DELEGATION TO OFFICERS**

##### **DELEGATIONS TO OFFICERS**

38. Any officers of the Joint Committee are authorised to use the delegated powers granted to them by the Joint Committee or as set out in any Scheme of Delegation as may from time to time be approved by the Joint Committee.

#### **REMOTE PARTICIPATION IN MEETINGS**

##### **USE OF VIDEO CONFERENCING**

- ~~39. Subject to prior agreement by the Chair, any Member who cannot reasonably attend a meeting in person may request that provision be made within alternative, suitable Member Authority premises for video conferencing participation in the meeting, if practicable with regard to advance notice, technical feasibility and cost, provided that the Clerk is satisfied as to the necessary arrangements securing any required propriety and confidentiality of Joint Committee business.~~
39. In accordance with the Local Government in Scotland Act 2003, meetings of the Joint Committee may be conducted in any way in which each member can communicate with each other, for example by video-conference. Such meetings shall be conducted only on the direction of the Chair (or vice Chair in the absence of the Chair) of the Joint Committee in accordance with these Standing Orders. Summons to meetings can be delivered by means other than post or hand-delivery, for example, by e-mail.