

## **Appendix 'A'**

### **Joint Working Arrangements Minerals and Waste Local Plan**

THIS AGREEMENT is made the X<sup>st</sup> day of 2014 BETWEEN Lancashire County Council (“The County Council”) of County Hall Preston and Blackpool Borough Council (“Blackpool”) of Town Hall Blackpool and Blackburn with Darwen Borough Council (“Blackburn”) of Town Hall Blackburn (hereinafter collectively referred to as “The Constituent Authorities”)

#### **WHEREAS**

- (1) Under the terms of Section 28 Local Government Act 1972 and Statutory Instrument 1966 No. 1868 Lancashire (Boroughs of Blackburn and Blackpool) (Structural Change Order 1996 the Secretary of State has determined that Strategic Planning shall be carried out over a wider area than that of individual authorities AND
- (2) The Constituent Authorities may put in place arrangements for joint working on their Local Plan
- (3) The Constituent Authorities have agreed that the Minerals and Waste Local Plan covering the years 2016 – 2031 (hereinafter referred to as “the Plan Period”) and any monitoring of current plan or work on its replacement and alterations or any subsequent Minerals and Waste Local Plan shall be carried out within the provisions of the following joint working arrangements.

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### **IT IS HEREBY AGREED AS FOLLOWS:**

#### **PART 1**

#### **JOINT ADVISORY COMMITTEE**

- 1.1 A Joint Advisory Committee (“J.A.C.”) shall be established with powers to make recommendations to the Constituent Authorities regarding matters concerning the Minerals and Waste Local Plan.
- 1.2 (i) No other powers shall be delegated to the J.A.C. or any of its members.
- 1.3 The J.A.C. shall consist of 8 elected members of the County Council and two elected members of Blackpool and Blackburn Councils respectively.
- 1.4 (a) The J.A.C. shall appoint a Chairman and Vice Chairman or Chairmen at its first meeting.  
  
(b) The role of the Chairman and Vice Chairman or Chairmen shall be rotated on an annual basis between members of the Constituent Authorities.  
  
(c) The Chairman and Vice Chairman or Chairmen shall be drawn from different Constituent Authorities.  
  
(d) In the absence of the Chairman a Vice Chairman shall preside.
- 1.5 Business shall not be transacted by the J.A.C. unless at least 5 members are present and at least one member from each Constituent Authority is present.
- 1.6 (a) Except where otherwise provided the mode of voting at each meeting shall be by show of hands.

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(b) Motions shall be carried upon a majority vote in favour.

1.7 (a) The J.A.C. shall sit in public although nothing contained in this provision shall prevent a working group of J.A.C. Members meeting in private

(b) The J.A.C. may exclude members of the press and public from meetings wherever it is likely that exempt information is defined by section 100 Local Government Act 1972 would otherwise be disclosed.

1.8 In the event that a member from a Constituent Authority is unable to attend a committee meeting a substitute member appointed by the same Constituent Authority may attend in his place.

## **PART 2**

### **STEERING GROUP OF OFFICERS**

2.1 A Steering Group of Officers ("S.G.O.") shall be established and shall consist of the Chief Planning Officers or the Assistant Chief Planning Officer or the equivalent Officer from each Constituent Authority.

2.2 The S.G.O. shall ensure that the Joint Technical Team ("J.T.T.") referred to in part 3 herein carry out the functions outlined in Part 3 of this Agreement and shall ensure that all work is properly coordinated.

2.3 The S.G.O. shall regularly set out a programme of the work for the J.T.T. and shall thereafter review progress on a regular basis.

2.4 The S.G.O. shall advise the J.A.C. on all matters relating to the monitoring, review and/or adoption of the Minerals and Waste Local Plan

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### **PART 3**

#### **JOINT TECHNICAL TEAM**

- 3.1 A joint Technical Team (J.T.T.) shall be established and shall carry out the following activities:
- (a) Take the necessary steps to ensure that the Constituent Authorities are able to comply with all obligations in relation to minerals and waste local development documents under the Planning and Compulsory Purchase Act 2004 and the Town and County Planning (Local Planning) Regulations 2012 or any future statutory provisions or regulations which may be enacted or come into force;
  - (b) Ensure that all necessary and appropriate steps are taken to carry out the review of the Minerals and Waste Local Plan and take all steps to secure its adoption;
  - (c) Maintain information systems and collect and analyse data for the purpose of minerals and waste local development document preparation, monitoring and review;
  - (d) Ensure that all members of the J.T.T. obtain necessary training in professional and technical areas related to minerals and waste planning issues;
  - (e) Carry out such other tasks as the S.G.O. may from time to time consider necessary in relation to the Minerals and Waste Local Plan.
- 3.2 (a) The County council shall provide a Lead Officer (“The Lead Officer”) who shall have responsibility for managing the work of the J.T.T.
- (b) The Lead Officer shall report to and be directed by the S.G.O.
- 3.3 Blackburn and Blackpool shall each appoint a Contact Officer

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- 3.4 The Lead Officer shall under instruction from and in consultation with the S.G.O. determine a work programme throughout the plan period including identifying all steps necessary to monitor and review the plan through to the adoption stage.
- 3.5 The Lead Officer shall report to the S.G.O. at meetings to be held at least twice per annum or on such other occasions as the S.G.O. may from time to time determine.
- 3.6 Technical services may be purchased or provided in addition to those provided by the J.T.T. however such services may only be purchased if the Lead Officer and the S.G.O. agree that they are necessary.

## **PART 4**

### **FINANCES**

- 4.1 Each party's contribution to the J.T.T. shall be on the basis of a split of 80 (The County Council): 10 (Blackpool): 10 (Blackburn).
- 4.2 The costs of the J.T.T. will consist of the following elements:
  - (a) Core technical staff costs (including overheads and time spent at meetings pursuant to this Agreement).
  - (b) External technical costs for services not available within the J.T.T.
  - (c) Other costs – technical documents, statutory notices, printing and stationery, etc.
- 4.3 An estimate of the total annual costs of the J.T.T will be prepared in November/December preceding the financial year by the County Council,

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this will include an indicative split for the forthcoming financial year of each party's contribution based on the 80:10:10 share.

- 4.4 Each Constituent Authority shall ensure that all time spent by officers of the J.T.T in the performance of this Agreement shall be recorded in such a way that all time spent is readily identifiable.
- 4.5 Costs incurred and time spent in the performance of the J.T.T shall be monitored on a six monthly basis by the S.G.O.
- 4.6 At the end of each financial year, the County Council shall prepare a statement summarising total costs for the year and the time spent by each Constituent Authority. Relevant officers of the Constituent Authorities must be consulted during preparation. If, as a result of this adjustment is necessary based on an apportionment of total costs and contributions on an 80:10:10 basis, an invoice shall be submitted to the Constituent Authority in whose favour the adjustment is to be made to either one or both of the other Constituent Authorities as appropriate. Save as may be provided for in 4(iii) below no invoices shall be submitted in respect of any adjustments for officer time.
- 4.7 The costs shall be shared on the following basis:
  - (a) Salary and associated costs of the J.T.T. on a notional 80:10:10 ratio; where possible each Constituent Authorities share shall approximate to the above. In any financial year where the proportion of expenses does not mach these proportions a cash adjustment shall occur between the respective parties in accordance with 3.3 above;
  - (b) In the case of all other costs each Constituent Authority's share shall be on the basis outlined above with the adjustments to reflect this;
  - (c) If time recorded figures show that one party is consistently under performing in terms of officer hours spent in the performance of the

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J.T.T and the deficiency is detrimentally affecting the work programme agreed the other two parties may take whatever steps they feel are necessary to ensure that the work programme is completed within the time agreed between the parties and may recover the costs of any such action taken from the defaulting party.

- (d) A 35% discount will be applied to the costs charged by LCC to Blackpool and Blackburn to offset costs derived from minerals.