

# MINUTE OF AGREEMENT

## among

The Argyll and Bute Council, The East Ayrshire Council, The North Ayrshire Council, The South Ayrshire Council, Glasgow City Council, The Inverclyde Council, The North Lanarkshire Council, The South Lanarkshire Council, The East Renfrewshire Council, The Renfrewshire Council and The West Dunbartonshire Council all incorporated by the Local Government etc (Scotland) Act 1994 (and all hereinafter referred to as "the Member Councils")

### WHEREAS:

1. The Member Councils have functions related to, or having an impact on, Planning-related archaeological interests.
2. In accordance with Sections 56 and 57 of the Local Government (Scotland) Act 1973 ("the 1973 Act") the Member Councils have made arrangements for the joint discharge of certain functions and have agreed to appoint a Joint Committee for the purpose of carrying out those functions and to advise them on matters relating to the discharge of certain functions.
3. The Member Councils have agreed to enter into this Minute of Agreement to protect and further their respective Planning-related archaeological interests, to further co-operation in the protection and monitoring of the archaeological resource and to strive for uniform compliance with the requirements of all relevant legislation and Central Government guidance.

NOW THEREFORE it is hereby agreed and declared:

### **1. Interpretation**

- 1.1 Words importing the masculine gender only shall include the feminine gender and vice versa.
- 1.2 Words importing the singular number only shall except in the first sentence of Clause 6.1 hereof (Composition of Steering Group) and except where the context otherwise requires include the plural number and vice versa.
- 1.3 The term "year" shall, except where the context otherwise requires, mean the period from 1 April to 31 March immediately following.

### **2. Appointment of the Joint Committee**

- 2.1 The Member Councils hereby agree to set up a Joint Committee which shall be known as "the West of Scotland Archaeology Service Joint Committee" (referred to herein as "the Joint Committee") which shall consist of twelve members. viz. one member from each of the Member Councils, appointed as provided for in Clause 5.1.1 hereof.

### **3. Aims, Objectives and Powers of the Joint Committee**

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

- (a) through the provision of funding and through the fulfilment of the aims specified in paragraphs (b) to ( e) of this Clause the securing of the provision and maintenance of a Planning-related Archaeology Service as specified in the Schedule annexed hereto;
- (b) the overseeing of the activities of the aftermentioned Steering Group and the overseeing through the Steering Group of the activities of the aftermentioned Archaeology Service;
- (c) the appropriate provision to the Member Councils of advice with particular reference to budgetary preparation, the accounts of the Joint Committee, and the annual report prepared by the aftermentioned Manager;
- (d) the making to the Member Councils of recommendations in respect of the approval of the Joint Committee's annual budgets;
- (e) the approval of the annual report to be prepared by the Manager.

The Joint Committee is empowered to do anything which in its reasonable opinion is calculated to facilitate, or is conducive or incidental to, the achievement of any of the aforesaid aims and objectives.

### **4. Notification to Convener/Vice Convener of Joint Committee of Proposals to Declare Posts Redundant**

4.1 While the Steering Group shall have power to declare in appropriate circumstances the post of any member of the Archaeology Service redundant it shall not exercise that power unless and until:

- (a) its proposed exercise of that power in any particular case has been brought to the notice of the Convener, whom failing the Vice Convener, of the Joint Committee; and
- (b) the Host Council's Personnel Committee has agreed that the particular post may be so declared redundant.

### **5. Joint Committee: Constitutional Matters**

#### Appointment of Members by the Member Councils

5.1.1. Each of the Member Councils shall appoint from among its elected members one member to the Joint Committee in accordance with the provisions of Clauses 5.1.2 and 5.3.1 hereof. (Such members are referred to herein as "Local Authority Members").

The Joint Committee may invite persons other than the Local Authority Members to attend its meetings.

- 5.1.2 Each of the Member Councils shall appoint from among its Elected Members the first Local Authority Members before or as soon as practicable after execution on behalf of the Member Council of this Minute of Agreement and such Local Authority Members shall, subject as hereinafter provided, continue in office until they are re-appointed or replaced by their respective Member Councils. Each of the Member Councils shall, as soon as practicable after an Ordinary Election, appoint from among its elected members a Local Authority Member to the Joint Committee who shall hold office until he is re-appointed or replaced by the relative Member Council.
- 5.1.3 A Local Authority 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 or on the appointment by that Member Council from among its elected members of another Local Authority Member in his place, whichever shall first occur.

#### Appointment of Convener

- 5.2 Subject to the provisions of Clauses 5.3.2, 5.3.3, 5.4.1 and 5.4.2 hereof, the Joint Committee shall elect annually a Convener and Vice-Convener from its Local Authority Members, both of whom shall continue in office until the first meeting of the Joint Committee which takes place twelve months or more following their election as such Convener or Vice-Convener. Subject to the provisions of those Clauses but notwithstanding the other foregoing provisions of this Clause, the first Convener and Vice-Convener shall continue in office until the first meeting of the Joint Committee which takes place on or after First April Nineteen hundred and ninety eight, unless they cease to be a Local Authority Member in terms of Clause 5.1.3 above.

#### Casual Vacancies

- 5.3.1 Where a casual vacancy occurs in the case of a Local Authority Member of the Joint Committee, the Member Council which appointed the Local Authority Member shall appoint a new Member from among its elected members.
- 5.3.2 Subject to the provisions of Clause 5.4.2 hereof, where a vacancy occurs in the office of Vice-Convener, the Joint Committee shall appoint from its Local Authority members a new Vice-Convener at the first available meeting of the Joint Committee, who shall continue in office until the previously anticipated expiry of the outgoing Vice-Convener's term of office.
- 5.3.3 Subject to Clause 5.4.1 hereof, where a vacancy occurs in the office of Convener, the Vice-Convener shall assume the office of Convener in succession to the previous Convener and shall continue in office until the previously anticipated expiry of the outgoing Convener's term of office.
- 5.4.1 The Joint Committee will ensure that as far as is reasonable, the office of Convener is not, within any period of twelve years, held for a second or subsequent time by a

representative of any one Member Council.

- 5.4.2 Similarly, the Joint Committee will ensure that, as far as is reasonable, the office of Vice-Convener is not, within any period of twelve years, held for a second or subsequent time by a representative of anyone Member Council.

#### Quorum and Voting

- 5.5 The quorum of the Joint Committee shall be four Local Authority Members and voting shall be by a majority of those who are present, and entitled to vote and do vote. In the case of an equality of votes, the Convener shall have a casting, as well as a deliberative, vote.

#### Procedures

- 5.6 The Joint Committee shall, in relation to inter alia proceedings at its meetings and the entering into of contracts for the supply of goods or the provision of services, adopt mutatis mutandis the relative Standing Orders of the Host Council as such Standing Orders are amended from time to time by the Host Council except that where there is or would be conflict between those Standing Orders or, as appropriate, those Standing Orders as amended and any provision of this Minute of Agreement the provisions of this Minute of Agreement shall take precedence.

#### Clerk and Treasurer

- 5.7.1 The Joint Committee shall, from time to time, invite the Host Council to appoint an appropriate senior officer to act as Clerk to the Joint Committee. Similarly, the Joint Committee shall invite the Host Council to appoint an appropriate senior officer to act as Treasurer to the Joint Committee. The Clerk and Treasurer shall continue in those respective offices until their employers or the Joint Committee shall otherwise determine. The Host Council's reasonable costs arising from the duties undertaken by the Clerk and Treasurer shall form part of the expenditure and costs of the Joint Committee in terms of Clause 10.1.1 hereof.

#### Meetings

- 5.8.1 The Joint Committee shall meet at least once and normally not more than twice each year, the timing of the meetings being related to the consideration of the budgets and the annual report. The Convener of the Joint Committee, in consultation with the Chair of the Steering Group, shall fix the date, time and place of meetings, subject to any previous agreement by the Joint Committee.

The Clerk shall call meetings of the Joint Committee by circular issued to all Members of the Joint Committee at least fourteen days before the meeting.

## **6. Steering Group**

- 6.1 The Joint Committee shall be supported by a Steering Group comprising (a) the Chief Planning Officer (or his representative) of each of the Member Councils and (b) the Manager of the Archaeology Service or his representative provided that that latter

representative is a member of the Archaeology Service (that Steering Group being referred to herein as "the Steering Group"). The Steering Group will, on an annual basis, appoint by means to be approved by it one of its Members as Chair of the Steering Group and one as Vice-Chair (referred to herein as "the Chair" and "the Vice-Chair" respectively).

In the absence of the Chair and Vice Chair from any meeting of the Steering Group, the other members thereof present shall appoint one of their number to take the Chair for the duration of that meeting.

Voting at meetings of the Steering Group shall be by a majority of its members present and voting. In the event of an equality of votes at a meeting of the Steering Group the person in the Chair shall have a casting, as well as a deliberative, vote.

The Steering Group will meet regularly (at least four times each year) to consider inter alia:

- (i) the overseeing of the activities of the Manager of the Archaeology Service and his staff (the Manager and his staff being referred to herein as "the Archaeology Service") and the monitoring of, and the provision by the Chair, whom failing the Vice Chair, of direction in relation to, the service provided by the Archaeology Service;
- (ii) the setting of priorities with regard to the remit of the Archaeology Service specified in the Schedule hereto;
- (iii) the resolution of disputes with regard to inter alia the allocation of resources and level of service, but only within the budgetary parameters agreed by the Joint Committee;
- (iv) budgetary preparation and to ensure close overall financial control over expenditure by the Archaeology Service, and the notification to the Joint Committee of appropriate adjustments, within budgetary parameters agreed by the Joint Committee, to the Joint Committee's budgets; and
- (v) the need for any amendments to the remit of the Archaeology Service contained in the Schedule hereto and following consultation with the Archaeology Service the making to the Joint Committee of relative recommendations.

6.2 The Chair or Vice Chair or the nominee of either, but provided that any such nominee is a member of the Steering Group, shall have power to hold disciplinary hearings in respect of alleged misconduct on the part of the Manager and alleged gross misconduct on the part of any member of the Archaeology Service, take relative disciplinary action and take part in relative appeals.

6.3 The Chair whom failing the Vice Chair shall, and the other members of the Steering Group may, attend, provide advice at and make recommendations to, meetings of the Joint Committee but none of those Officers shall have a vote at those meetings.

## **7. Host Council**

7.1 Glasgow City Council agrees, subject to the provisions of Clause 12.3 hereof, to be the Host Council.

## **8. Archaeology Service**

8.1 The Steering Group shall be supported by the Archaeology Service which shall provide and maintain a Planning-related Archaeology Service (including Industrial Archaeology) in terms of the Schedule hereto as directed by the Steering Group.

The Joint Committee shall, with a view to securing the provision of the service specified in that Schedule and on the advice of the Chair whom failing the Vice Chair have power to appoint the Manager but may delegate that power to the Steering Group.

A panel comprising:

- (a) the Chair, whom failing the Vice-Chair, whom failing a nominee of the Chair or Vice Chair, but provided that any such nominee is a member of the Steering Group;
- (b) the Manager, whom failing a nominee of the Chair or of the Vice Chair; and
- (c) a nominee of the Host Council's Chief Planning Officer

shall, with a view to the provision of that service, have power to make appointments to the remaining posts contained within the establishment of the Archaeology Service, as that establishment is from time to time and on the advice of the Steering Group determined by the Joint Committee.

The Manager, whom failing a nominee of the Chair or Vice Chair shall, under the direction of the Chair, whom failing the Vice-Chair - the powers of direction of the Chair and the Vice Chair being subject to the terms of the Schedule hereto, any direction which they purport to give which is inconsistent with the provisions of that Schedule being of no effect - but with regard to personnel, finance, administration and health and safety matters under the direction of the Host Council's Chief Planning Officer:

- (i) have general autonomy in:
  - (a) the day-to-day operation of the Archaeology Service - including the taking, where misconduct on the part of any other member of the Archaeology Service not amounting to gross misconduct is alleged, of any appropriate action in respect of that person but provided that one of the Host Council's Officers who has responsibility for personnel matters is present at any relative hearing - and in the provision and maintenance of the service specified in the Schedule hereto; and

- (b) the provision of staff training within the Joint Committee's Training Budget.
- (ii) have day-to-day responsibility with regard to Health and Safety matters, but in consultation with the Chief Planning Officer of the Host Council, which has responsibility in respect of wider Health and Safety provision;
- (iii) assist in the formulation of the Joint Committee's budgets and control and monitor the expenditure of the Joint Committee's approved budgets; and
- (iv) prepare an annual report on the operation of the Archaeology Service during each financial year and not later than Thirty-first August in the following financial year shall submit that report to both the Steering Group for approval and the Joint Committee for approval in that order.

## **9. Amendment of Terms of Remit**

9.1 The Joint Committee shall have power to, and shall, amend as appropriate the terms of the remit of the Archaeology Service contained in the Schedule hereto but no amendment thereto shall be effected prior to full consultation with both the Steering Group and the Archaeology Service.

## **10. Financial Arrangements**

### Allocation of Expenditure

10.1.1 The contribution to the expenditure and costs of the Joint Committee to be made in respect of the 1996-97 financial year by each of the Member Councils other than the Argyll and Bute Council, in the form of the direct payment of expenditure or costs in respect of Members of the Archaeology Service and/or payment to the Host Council, shall be £11,500 and notwithstanding anything contained in Clauses 3.1, 6.1, 10.2.1 and 10.2.2 hereof, but subject to the provisions contained in Clause 12.2 hereof, each of those Member Councils other than the Argyll and Bute Council shall on the rendering by the Host Council of the relative invoice in respect of the 1996-97 financial year pay to the Host Council the contribution, if any, due by the relative Member Council.

Notwithstanding anything contained in Clauses 3.1, 6.1, 10.2.1 and 10.2.2 hereof, but subject to the provisions of Clause 12.2 hereof the contribution which the Argyll and Bute Council shall make to the expenditure of the Joint Committee in respect of that financial year shall be:

- (a) payment of the salary, employee, property and other administrative costs in respect of the holder of the post within the Archaeology Service which transferred to that Council from the Strathclyde Regional Council; and
- (b) payment in respect of mileage and subsistence costs of a sum which shall not exceed £3,000 and in respect of other costs of a sum which shall not exceed £6,000.

Notwithstanding anything contained in Clauses 3.1, 6.1, 10.2.1, 10.2.2 and 10.4 hereof, but

subject to the provisions contained in Clause 12.2 hereof, and provided that the Argyll and Bute Council is a Member Council, each of the Member Councils other than the Argyll and Bute Council, shall, upon the rendering by the Host Council of the relative invoice in respect of the 1997-98 financial year and subsequent years, pay to the Host Council a share calculated by reference to the formula  $1/x+1$  where x is the number of Member Councils in the relative year and the Argyll and Bute Council shall upon the rendering by the Host Council of the relative invoice in respect. of the 1997-98 financial year and subsequent years, pay to the Host Council a share calculated by reference to the formula  $2/x+1$  where x is the number of Member Councils in the relative year of the expenditure and costs reasonably and necessarily incurred, or reasonably and necessarily to be incurred, under this Minute of Agreement, including without prejudice to the foregoing generality:

- (i) the expenditure and costs in respect of or associated with Health and Safety and claims for damages;
- (ii) in respect of the Members of the Archaeology Service the expenditure and costs of or associated with inter alia redundancy and dismissal; and
- (iii) the Host Council's reasonable administrative charge which shall not without the approval of the Joint Committee exceed 3.5% of the Joint Committee's proposed income in respect of the relative year,

those shares being referred to herein as "relative shares" and "relative proportions".

For the avoidance of doubt it is declared that the Host Council will exclude from the relative invoice any sum in respect of a payment which has been reimbursed to it under a policy of insurance.

Should the Argyll and Bute Council withdraw from this Minute of Agreement the other Member Councils shall notwithstanding anything contained in Clauses 3.1, 6.1, 10.2.1, 10.2.2 and 10.4 hereof, pay on the rendering by the Host Council of the relative invoice equal shares of the said expenditure and costs in respect of the financial years following the withdrawal of the Argyll and Bute Council during which they are Member Councils.

10.1.2 The Treasurer and the Manager may subject to the approval of the Steering Group seek the making by the Member Councils and any other person of voluntary contributions or additional voluntary contributions to the expenditure and costs of the Joint Committee.

10.1.3 The Steering Group shall have power to approve a Charging Protocol in respect of charges to be levied against persons other than the Member Councils.

#### Joint Committee Budgets

10.2.1 Not later than Thirtieth September in each year, and following consultation with the Steering Group, the Archaeology Service and the Host Council, the Joint Committee shall prepare and submit to each of the Member Councils for approval draft estimates of any capital expenditure and net expenditure on revenue accounts for the year from First April following.

10.2.2 In the event of the Member Councils' agreeing to the Joint Committee's incurring capital expenditure, each of the Member Councils will use reasonable endeavours to preserve, for



the purpose of Section 94 of the 1973 Act, the required consent to its proportion of the approved capital expenditure.

10.2.3 All monies received under this Minute of Agreement shall be held by the Treasurer who having regard to the provisions of the budgets shall make payments as required by those members of the Steering Group whom the Chair, whom failing the Vice Chair, nominates for that purpose.

#### Accounts

10.3 The Treasurer shall prepare Accounts of the Joint Committee annually to Thirty first March and submit them to the Joint Committee no later than Thirty first August immediately following. The accounts shall be audited in accordance with the provisions of Section 96 of the 1973 Act and thereafter the accounts shall, after their approval by the Joint Committee, be submitted to the Member Councils.

#### Financial Plan

10.4 From, and including, the second financial year (1997/98) the Joint Committee shall be obliged where reasonably practicable to submit to the Member Councils a Financial Plan setting out a proposed programme of expenditure for the following five years (or other appropriate period), and the Member Councils shall have regard to it when preparing their own Financial Plans.

#### Financial Regulations

10.5 The Joint Committee shall until the Treasurer prepares financial regulations which are considered by the Steering Group and approved by the Joint Committee adopt mutatis mutandis the Host Council's Financial Regulations as amended from time to time by the Host Council.

#### Financial Management Reports

10.6 The Treasurer, in consultation with the Manager, shall submit to the Steering Group, on a quarterly basis, financial management reports and the Steering Group may require the Treasurer to provide information in respect of the Joint Committee's finances.

### **11.Functions of Host Council**

11.1 The Host Council shall:

- (i) be the employer of the Archaeology Service;
- (ii) endeavour to ensure that all members of the Archaeology Service enjoy the same Conditions of Service; to that end, endeavour to resolve, in consultation with the relative Member Council, any significant anomalies in those Conditions; and make relative recommendations to the Steering Group;

- (iii) provide, in respect of the Archaeology Service, employment and personnel, legal and health and safety services, administrative and technical support, accommodation and the servicing and management thereof and appropriate furniture and equipment;
- (iv) arrange for the Archaeology Service appropriate public liability and professional indemnity cover similar to that which it arranges in respect of its other employees;
- (v) hold, on behalf of the Member Councils, all information technology hardware, furniture and equipment used by the Archaeology Service and any assets, either acquired or upgraded on or after First April Nineteen hundred and ninety six for such use;
- (vi) be entitled to enter into such contracts in respect of the business of the Joint Committee as are reasonably required to facilitate the best possible performance of the work of the Archaeology Service. In particular the Host Council is empowered to enter into Contracts of Employment with any new members of the Archaeology Service; and
- (vii) service the Steering Group.

## **12. Miscellaneous**

### Commencement. Variation and Termination

12.1 This Agreement shall be deemed to have commenced and taken effect on First April Nineteen hundred and ninety six notwithstanding the date or dates hereof and may following consultation with the Steering Group and the Archaeology Service, and provided always that the rights and obligations under this Minute of Agreement of any Member Council which is not a party to any supplementary agreement will be unaffected by the terms of that supplementary agreement, be varied or terminated by supplementary prior written agreements among all of those who are at the relative time Member Councils.

The Chair of the Steering Group may upon the service by a Member Council of a notice under Clause 12.2 hereof recommend to the Steering Group the preparation of a Minute of Variation or of Termination.

### Withdrawal of a Party from the Agreement

12.2 Any of the Member Councils may withdraw from this Agreement on Thirty first March in any year by serving upon the Clerk to the Joint Committee, not less than two years prior to the date of withdrawal, a notice specifying the Member Council's intention to withdraw from this Agreement. Such withdrawal shall not affect the obligation of the party or parties withdrawing to pay their relative share of the costs due under this Minute of Agreement including, without prejudice to the foregoing generality, their relative share of the expenditure and costs in respect of the period of notice. They shall, despite any such withdrawal, be liable to pay their

relative share of any outlay, whenever disbursed, in respect of a claim which relates to a year in which they were a Member Council, the relative year for the purposes of the calculation of that share being the year in which the circumstances giving rise to the claim occurred and they shall, upon the rendering by the Host Council of an invoice in respect of their share of that outlay, make to the Host Council the relative payment.

Notwithstanding the provisions of Clause 11.1 (v), where a Member Council withdraws from this Minute of Agreement and the Minute of Agreement does not terminate on the date of that Council's withdrawal that Council thereby waives as from that date any right to a share of the moveable assets held or used by any member of the Archaeology Service.

#### Withdrawal from acting as Host Council

12.3 The Host Council may cease to act as such on Thirty first March in any year by serving upon the Clerk to the Joint Committee, not less than two years prior to the date of withdrawal, a notice specifying its intention so to cease and the Joint Committee may reduce or waive altogether that period of notice. The Joint Committee may following proper consultation with the Steering Group and the Archaeology Service appoint as Host Council one of the other Member Councils but no Council may be so appointed without that potential Host Council's consent.

#### Termination

12.4.1 On the serving upon the Clerk to the Joint Committee by, cumulatively, more than six Member Councils of a notice under Clause 12.2 hereof the Chair, whom failing the Vice Chair, shall recommend to the Steering Group that the Member Councils be advised to execute a Minute of Termination.

12.4.2 This Minute of Agreement shall terminate on the occurrence of inter alia either of the following events:

- (i) the passing by the Joint Committee of a resolution that the Minute of Agreement should terminate;
- (ii) the withdrawal of all, or all but one, of the Member Councils;
- (iii) the failure by the Joint Committee to appoint by the date of withdrawal of a withdrawing Host Council a successor Host Council which agrees also by that date to be as from that date the Host Council.

12.4.3 On the termination of this Minute of Agreement, all outstanding costs and liabilities due under this Minute of Agreement will be met by the Councils which immediately prior to such termination were Member Councils (herein referred to as "Residuary Councils") as if no Member Council had withdrawn from this Minute of Agreement and the proportion referable to a Member Council which has withdrawn shall be met on a per capita basis by the Residuary Councils.

12.4.4 Notwithstanding the provisions of Clause 11.1 (v) a sum equal to the value of all

moveable assets which at the termination of this Minute of Agreement are held, or within the five-year period immediately prior to such termination were acquired, for the exclusive use of the Archaeology Service shall be shared on an equal basis by the Residuary Councils.

Arbitration

- 12.5 Any dispute arising from the terms of this Minute of Agreement shall be determined by an arbiter mutually agreed, whom failing, by an arbiter appointed by the Sheriff of Glasgow and Strathkelvin at Glasgow on the written application of any of the parties. The decision of any such arbiter shall be final and binding on the parties.

And the parties hereto consent to the registration hereof for preservation:

IN WITNESS WHEREOF

# **THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT**

## **REMIT OF WEST OF SCOTLAND ARCHAEOLOGY SERVICE**

The provision and maintenance, as directed by the Steering Group, of a Planning-related archaeology service (including Industrial Archaeology) to inter alios the Member Councils including:

1. The maintenance and enhancement of a Sites and Monuments Record (SMR) in respect of the areas of the Member Councils and the provision to the Member Councils of information contained therein and advice thereon.
2. The provision to the Member Councils of advice, recommendations and, on the instructions of the relevant Member Councils, assistance:
  - (a) in connection with structure and local plan policies covering archaeological matters;
  - (b) in respect of environmental, tourism and other implementation projects as appropriate;
  - (c) on development control matters and, in particular, on:
    - (i) the interpretation of the provisions of inter alia National Planning Policy Guideline 5 (NPPG5) and Planning Advice Note 42 (PAN42) and other Central Government guidance;
    - (ii) the drafting of suitable archaeological conditions;
    - (iii) the preparation of briefs for archaeological work, as required, either for archaeological evaluation in advance of the determination of planning applications or for the implementation of archaeological conditions.
3. The undertaking of:
  - (a) the monitoring of planning applications for archaeological issues;
  - (b) the monitoring of private archaeological contractors, as required, on behalf of and subject to the instructions of the relative Member Councils, in connection with the fulfilment of planning requirements.
4. The undertaking, together with and subject to the instructions of the relative Member Councils, of negotiations with developers in respect of archaeological matters.
5. Appearance as required on behalf of and subject to the instructions of the relative Member Councils at Public Local Inquiries in respect of archaeological issues.
6. The provision subject to the instructions of the relative Member Council of archaeological advice, recommendations and assistance to various Departments of the Member Councils in

respect of development matters and in respect of the preparation of briefs; and, also subject to such instructions, the monitoring of archaeological work by private archaeological contractors.

7. The provision of archaeological advice, recommendations and assistance to the West of Scotland Water Authority (1) in respect of, and subject to the instructions of that Authority, the preparation of briefs and (2) in respect of, and subject to such instructions, the monitoring of archaeological work by private archaeological contractors.
8. The provision of advice, recommendations and assistance to the Forestry Authority in connection with the archaeological implications of Woodland Grant Scheme Applications and to Forest Enterprise on request.
9. The provision of advice, recommendations and assistance in general on unscheduled archaeological resources to organisations and individuals and the fostering of public awareness of archaeological interests.
10. Liaison at national level with Historic Scotland and local authority archaeological services with regard to archaeological policy matters.
11. Any other liaison and the provision of any other archaeological advice, recommendations and assistance as may be required from time to time.
12. The preparation of annual reports.

**MS-OS/JMcK/fcf1**  
**13 March 1997**