

<b>Report to:</b>	<b>Overview &amp; Scrutiny Committee</b>	<b>Audit Governance &amp; Improvement Review Committee</b>	<b>Cabinet</b>	<b>Council</b>
<b>Date:</b>	<b>16<sup>th</sup> June 2008</b>	<b>26<sup>th</sup> June 2008</b>	<b>26<sup>th</sup> June 2008</b>	<b>9<sup>th</sup> July 2008</b>
<b>Subject:</b>	<b>The Association of Greater Manchester Authorities – New Governance Arrangements</b>			
<b>Report of:</b>	<b>Chief Executive and Service Director Borough Solicitor</b>			
<b>Contact officer:</b>	<b>Joyce Redfearn (extension 2001) Kevin Lawson (extension 2026)</b>			

<b>Purpose / summary:</b>	To seek the approval of the Council to the proposed new governance arrangements for the Association of Greater Manchester Authorities (AGMA)
<b>Alternative options considered and reason for selecting the one recommended:</b>	The Executive of AGMA have considered what form of constitution can best serve Greater Manchester. The report sets out the rationale for the proposals
<b>Recommendation / decision:</b>	Members are recommended to approve the Operating Agreement and Constitution for AGMA attached as Appendix 1 to this report and to authorise the Service Director Borough Solicitor to execute the agreement
<b>Key Decision:</b>	This report does not involve a key decision as this will be a decision of Full Council
<b>Risks / Implications:</b>	
Financial:	The budget for the joint arrangements will be agreed by the AGMA Board and the cost will be charged to the constituent Councils in proportion to their population
Staffing:	No direct implications from establishing what is in effect a framework arrangement

Policy: Greater Manchester response to the Sub National Review

Equal Opportunities - Has a Diversity Impact Assessment been conducted? No

Wards affected: All

**Property Implications– Does the proposal involve a reduction, addition or change to the Council’s asset base or its occupation?**

No

**If yes have the property implications been agreed with the Corporate Property officer?**

N/A

**Does this proposal have significant implications for the Council and the local population?**

Yes it will affect the economy of the Greater Manchester region and other major areas of activities of the Council

**Does this proposal involve a new policy or procedure or significant changes to an existing policy or procedure?**

The proposals put forward will establish new arrangements which will apply to the formal relationship between the 10 Greater Manchester Authorities and the way that they collaborate and co-operate with partners within and outside Greater Manchester

Has the confirmed that the recommendations within this report are lawful and comply with the Council's Constitution? **Yes**

Has the Director of Finance and IT confirmed that any expenditure referred to within this report is consistent with the Council's budget? **Yes**

Are any of the recommendations within this report contrary to the Policy Framework of the Council? **No**

**For Cabinet reports only :**

Categorisation of the report:	<b>x</b>
Discussion leading to a decision	<b>x</b>
Monitoring	
Sharing for corporate understanding	

	<b>x</b>
Discussion	
Decision	
Information	

**Tracking/Process:**

	Consultation	Ward Members	Partners
	Prior reports to Overview and Scrutiny and Cabinet		
Audit Governance & Improvement Review Committee	Overview & Scrutiny	Cabinet	Council
26 <sup>th</sup> June 2008	16 <sup>th</sup> June 2008	26 <sup>th</sup> June 2008	9 <sup>th</sup> July 2008

List of Background Papers in accordance with Section 100D of the Local Government Act 1972:

Document	Date	File Reference	Place of Inspection
Report to Cabinet and Overview and Scrutiny Committee	29.11.2007 3.12.2007	Y-881	Town Hall Library Street Wigan WN1 1YN
Reports to AGMA Executive	28.3.2008 30.5.2008		AGMA website

Joyce Redfearn  
Chief Executive

Kevin Lawson  
Service Director Borough Solicitor

10<sup>th</sup> June 2008

## **1. Background**

- 1.1. The Association of Greater Manchester Authorities (AGMA) was established in 1986 following the abolition of the Greater Manchester County Council (GMC). It has operated as a local authority association representing the collective interests of the local authorities within Greater Manchester and as a joint committee with responsibilities for a number of residual functions previously performed by the GMC, including urban traffic control, the Section 48 grant scheme and the County Records Office and any other functions which its constituent councils have delegated to it. Its principles have remained largely unchanged since 1986 and in recent years it has become apparent that AGMA's constitution will not form a legal framework to enable the 10 authorities to collaborate more effectively at a sub regional level on issues where they agree that this is necessary and demonstrate a readiness to manage strategic development and financial resources delegated from either a national or regional level. Further the constitution contains very little in terms of linking the functions and work which is done at a strategic sub regional level into a system of democratic accountability, both at sub regional and individual local authority levels.
- 1.2. This report has been prepared in order to seek the agreement of this Council for the proposed new constitution for AGMA and similar reports are being considered by all Greater Manchester authorities with an intention, subject to the agreement by all ten member authorities, that the new constitution could be formally adopted at a Special Meeting of the Association, potentially on 25<sup>th</sup> July 2008 or shortly thereafter.

## **2. City Region Governance – The National Policy Background**

- 2.1 The Greater Manchester authorities have recognised that the economic prospects for their areas are inextricably linked to the performance of the wider Greater Manchester City region and therefore the need for effective collaboration and co-operation to support economic growth in the City Region's economy. In this regard, Greater Manchester authorities have become partners in a range of strategic and delivery organisations, including Manchester Enterprises, Manchester Investment and Development Advisory Service, Marketing Manchester and Manchester Solutions.
- 2.2 The concept of the City Region as an economic entirety has for some time been promoted. It was recognised and endorsed in 2005 through the publication of the Northern Way Growth Strategy by three Northern Regional Development Authorities in response to an invitation by Government to set out the means by which the performance of the northern regions could be transformed. Subsequently following the collapse of the move towards elected regional assemblies the Secretary of State for Communities and Local Government called for proposals to be developed for more effective arrangements for city regions to manage and determine their economic policies. A "City Summit" was held in Manchester in October 2005 chaired by David Miliband.
- 2.3 An initial paper for that event was prepared and agreed by the AGMA Executive in September 2005. Following that summit, areas such as Greater Manchester were invited to submit 'business cases' arguing how and why a better system of devolved government would add value. Two such

submissions were made, in March 2006 to Mr Miliband and then in July 2006 to the then new Secretary of State, the Rt Hon Ruth Kelly MP.

- 2.4 These 'business cases' then informed the Local Government White Paper, which was issued in July 2006. That had a whole chapter entitled "Strong Cities, Strategic Regions", which recognised that some key decisions may be better made if devolved down to a city-region level. It also introduced the idea of Multi Area Agreements (MAAs) which were advocated in the AGMA submissions; stating that they

*"could have a particular role to play in larger cities, helping create a sense of economic place and enabling the development of shared objectives across city regions".*

The White Paper was also not prescriptive about how city regions should collaborate and cooperate, instead stating that

*"The Government acknowledges that each place faces different challenges and has a different political and administrative context and culture. One size will not fit all."*

- 2.5 However much of the detail in the White Paper surrounding these ideas was put off for further analysis to be reported on in the outcomes of the 2007 Comprehensive Spending Review and its associated "review of sub-national economic development" (usually referred to as the "SNR"). That reported in late July 2007 and was much more specific. The SNR used 'sub' rather than 'city regions' as the term, as it considered that such policies need not only apply to large urban areas; but stated that:-

*"sub-regions are in many respects the key spatial level around which growth is concentrated, in particular in city regions. Sub-national economic markets are also concentrated at the sub-regional level. Increasing the extent to which economic development decision-making is managed at the sub-regional level is therefore an important means of improving economic outcomes, including in the most deprived areas."*

- 2.6 The sub national review was also more specific on how MAAs should work stating (amongst other things) that they should:-

- be voluntary at the point of creation;
- focus on activities where sub-regional working can add most value – the rationale for cross-boundary delivery of objectives should be evidence-based;
- have an economic core and relate principally to economic development (although MAAs for other activities will not be ruled out)

and that in their operation

- local authority partners and public sector bodies should share collective responsibility for outcomes; and that
- sub-regional partnerships will have transparent arrangements for ensuring financial and democratic accountability.

2.7 The above factors has provided the policy context which has led to AGMA proposing a changed constitution. The policy reasons for doing so, and the proposals themselves, are considered in the next section of this report.

### 3 Changing AGMA's Constitution

3.1 The fundamental reason for changing AGMA's constitution was set in the initial submissions made in 2005 and 2006. In summary this is that currently the constitution:-

- does not properly reflect the ambitions which the 10 authorities in Greater Manchester have expressed in terms of collaborating more effectively at a sub regional level on issues where they agree this is necessary. There needs to be a legal framework which shows both a readiness to manage strategic development and financial resources delegated from either a national or regional level and which underpins our common goal of Greater Manchester becoming a world-class city region at the heart of a thriving and competitive North
- contains very little in terms of linking the functions and work which is done at a strategic sub regional level into a system of democratic accountability, both at a sub regional level and within individual local authorities in Greater Manchester.

3.2 This is linked to a shared belief – again argued in the many submissions made to Government on this issue over the past few years – that whilst partners within the AGMA area have achieved much together there remain obstacles to progress in a number of key areas. These include the limited capacity of national and regional agencies to develop specific Greater Manchester approaches to delivering key services. Many are driven by nationally determined targets and priorities. This gap could be addressed if there was an effective and accountable strategic framework at a Greater Manchester level; within which priorities can be developed and performance management arrangements put in place.

3.3 One of the themes which runs through the new proposals is of the 'sovereign' role of the existing 10 local authorities who make up AGMA. This is dealt with at both the beginning and end of the new proposed constitution, where it is stated that the proposals:-

*“are not seeking to create a separate local authority and are committed to retaining the existing structure of metropolitan districts within the combined administrative area”*

and that nothing in the constitution should place any

*restriction on the exercise by any of the parties of their statutory functions*

Both these reflect the view, again expressed in submissions to Government, that AGMA has been successful because it has been 10 authorities collaborating, without a centrally imposed governance structure. Greater Manchester is not the same as Greater London, and there has been a consistent view that an Executive Mayor at a Greater Manchester level would not be supported within AGMA authorities.

- 3.4 AGMA is not currently a legal entity and it owns no assets and employs no staff. It needs to retain its collaborative nature but define its decision making processes more clearly. This is necessary if local authorities collectively in Greater Manchester are to meet the aspirations set out above but also the Government's expectations if they are to collectively enjoy the delegation of decision making and responsibilities they aspire to. For that reason, the new constitution proposes that the AGMA Executive now operates as a Joint Committee under sections 101 and 102 of the Local Government Act 1972.
- 3.5 To underpin that, it is the intention that – rather than just amending AGMA's existing constitution – that a fresh start is made with an entirely new constitution. To deliver this, and using the sovereignty principle, each of the 10 local authorities within AGMA need to adopt the constitution through their own statutory and constitutional processes. This is in contrast to current arrangements, whereby the AGMA constitution could just be changed via a vote of the 10 Leaders. This is why the constitution is also called an operating agreement and it is proposed that it be signed and authorised by each of the 10 authorities.
- 3.6 Linked to this formal process Leaders within have also recognised that for some elected members the idea of sub regional collaboration and its value is not something that is always readily understood. Consequently they have agreed to produce a leaflet explaining City Region governance and also develop a series of events to be which:

- Explain what City Region governance is (and as importantly, what it is not) and
- Clarify the opportunities that City Region governance can provide.

This will be done via a series of facilitated sessions, facilitated by the IdEA with Elected Members within individual AGMA authorities. Following these, the intention is to consider at least one AGMA wide event to allow Elected Members from across the conurbation the opportunity to come together and discuss and explore the city region agenda further.

#### **4. Proposed New Constitution/Operating Agreement**

- 4.1 The introductory pages of the draft constitution set out the key features of what the new constitution contains and where to locate these features within its pages. However in even briefer summary form the constitution:-
- enables the Leaders (as the Executive board) to set up Commissions to be responsible for Policy Development
  - has existing Joint Boards as associate members
  - formally confirms the principle of working by agreement, but sets out voting procedures if agreement cannot be reached
  - sets out a principle of political balance across appointments
  - establishes – for the first time – a formal system of scrutiny and call in for decisions taken within AGMA and a duty on Leaders to be accountable for their 'AGMA' decisions within their own authority

- 4.2 The proposed new Constitution/Operating Agreement which was agreed by AGMA Executive on 25<sup>th</sup> April 2008 and which is attached at Appendix 1 will be entered into by all ten Greater Manchester Councils described in the Agreement as “the Parties”. The Agreement constitutes joint arrangements made pursuant to Section 20 of the Local Government Act 2000, Section 101(5) of the Local Government Act 1972, and Regulations 4, 11 and 12 of the Local Authorities (Arrangements for Discharge of Functions) (England) Regulations 2000. The arrangements propose that the AGMA Executive operates as a joint committee under Sections 101 and 102 of the Local Government Act 1972 and will now be known as the AGMA Board

### **AGMA Board**

- 4.3 The Board will have the functions and terms of reference set out in Schedules 1 and 2 to the Agreement, including specific functions in relation to:-
- Economic Development
  - Planning & Housing
  - Transport
  - Environment
  - Health
  - Public Protection
  - Improvement and Efficiency
  - GMC residual functions
- 4.4 The Board will consist of the ten leaders of the constituent councils. Should a leader not be able to attend, then one of the two named members of their Council’s Executive will be able to substitute
- 4.5 The Board will appoint a Chair and three Vice Chairs. If more than one political group is represented on the Board, all three offices cannot be occupied by members of the same group. The Board may delegate powers to the Chair and Vice Chairs sitting as a sub-committee
- 4.6 The Board may establish sub-committee, commissions and/or advisory groups as it may determine. It will ensure that there is political and geographical proportionality across such bodies in aggregate and, as far as possible, within individual sub-committees, commissions and advisory groups. Any constituent council which disagrees with any decision of a sub-committee or commission may within 5 working days of the publication of the decision refer such decision to the Board for reconsideration. The Board may also delegate some functions to officers.
- 4.7 The quorum for the Board will be seven members. Except where the Agreement provides for the contrary (i.e. in Clause 12.4) decisions will need the support of seven members to be valid, although wherever possible it is hoped that decisions can be made by agreement without the need for a vote

### **Scrutiny Arrangements**

- 4.8 The Agreement establishes for the first time a formal system of scrutiny and “call in” of decisions taken within AGMA

- 4.9 Each constituent council may appoint three members to a “Scrutiny Pool” which will scrutinise the activities of the Board and its commissions and investigate matters of strategic importance to Greater Manchester residents. One of the three members will be a member of the largest minority group on the Council, provided that at least 25% of the membership of that Council, are members of minority groups
- 4.10 The third member Scrutiny Pool will meet at least once a year to elect a chair and vice-chair (who shall be members of different political groups), to determine areas of review and scrutiny for the year, and to establish scrutiny panels from amongst their member in order to carry out the agree areas of review and scrutiny. Members are referred to the Protocol for Scrutiny set out in Schedule 4 to the Operating Agreement
- 4.11 Any five members of the Scrutiny Pool may “call in” a decision of the Board for scrutiny within 5 working days after the publication of the decisions (except where the matter is urgent) and if the Scrutiny Pool has concerns about the decision it may refer the matter back to the Board for reconsideration

### **Budget**

- 4.12 The Board will prepare a budget to cover all its expenses and a similar budget will be prepared to meet the costs of the joint scrutiny arrangements. The budgets will be prepared before the end of February each year and a charge will be submitted to each of the constituent councils to be calculated proportionately to their populations

### **Amendments to Operating Agreement/Constitution**

- 4.13 The Agreement may be amended following a resolution of two-thirds of the constituent councils. The operating of the Agreement will also be subject to annual review
- 4.14 Any of the constituent councils may by resolution cease to be party to the Agreement provided that they give at least 12 months’ notice effective from the end of a financial year. A constituent council may also withdraw a specific delegation to the Board by resolution. However, where such a resolution affects any financial liabilities and/or commitments of the Board at least 12 months’ notice must again be given in writing effective from the end of the financial year

## **5 Other Partners – and Beyond Greater Manchester**

- 5.1 The previous section has described how the proposed Constitution will affect the ten constituent councils which are parties to the Agreement. The proposals, however, involve other partners

### **Associate Members**

- 5.2 There is a provision for the four joint authorities in Greater Manchester to be “associate members”, namely –
- Greater Manchester Fire and Civic Defence Authority
  - Greater Manchester Passenger Transport authority
  - Greater Manchester Police Authority

- Greater Manchester Waste Disposal Authority

As “associate members”, their representatives may participate in meetings but not vote

- 5.3 It is recognised that the Manchester City Region stretches wider than Greater Manchester itself, but includes parts of Cheshire, Lancashire and the High Peak district of Derbyshire. Therefore, the constitution will also enable any local authority or joint committee of local authorities outside Greater Manchester to become associate members, provided that the Board agrees. It should be noted that currently three local authorities outside Greater Manchester are associate members of AGMA, namely Blackburn with Darwen, Blackpool and Warrington, but potentially there are others

### **Business Leadership Council and Commissions**

- 5.4 The previous paragraphs dealt with local authority partners. However, it is also proposed that the Board should establish a Business Leadership Council and a series of Commissions

- 5.5 The Business Leadership Council (BLC) will have a number of roles –

- To advise the Board on its on-going policies and priorities
- To conduct its own reviews on matters that will effect the future economic well-being of Greater Manchester
- To make representations to the Board

- 5.6 It is intended to appoint a number of strategic Commissions which will include elected councillors, representatives of the private sector and of other public agencies. The Commissions will have responsibilities for policy development within a remit set by the Board in the following areas:-

- Health
- Planning and Housing
- Transport
- Economic development
- Environment
- Public Protection
- Improvement and Efficiency

- 5.7 The BLC and the Commissions will have a key role in relation to the proposed Multi-Area Agreement for Greater Manchester where the objective is to build and embed joint ownership and commitment of other agencies to common goals, outputs and targets

## **6. Summary**

- 6.1 A set of Frequently Asked Questions and Answers have been prepared by the AGMA Policy and Research Unit and these are attached at Appendix 2

- 6.2 The proposed new Agreement has been constructed on the basis that this is a first attempt at putting together a new Constitution to manage the way that the Leaders wish to see AGMA operating in the future. As with any new proposal it may be that some matters will need to be changed if they are not effective

or working in the way intended. Therefore, the Constitution builds into its processes the opportunity for its operation to be reviewed each year. This review, as explained, will need to involve every constituent council, rather than as at present the Leaders on AGMA Executive being able to amend the Constitution without reference to individual councils

## 7. **Recommendations**

The Council is recommended:-

- (i) to approve the proposed Operating Agreement/Constitution for AGMA attached at Appendix 1
- (ii) to authorise the Service Director Borough Solicitor to execute the Agreement on behalf of the Council

Joyce Redfearn  
Chief Executive

Kevin Lawson  
Service Director Borough Solicitor

## Operating agreement and Constitution (Joint Arrangements) Committee

This agreement is made on    day of    2008 between:

The Parties in this Agreement, and who have executed this Agreement.

WHEREAS:

- (1) Each of the Parties is a local authority within the meaning of the Local Government Acts 1972 and 2000 for the purposes of their administrative areas.
- (2) The Executive and full Council of each of the Parties has determined by resolution to establish this joint committee to become effective from 1<sup>st</sup> July 2008 for the purposes of exercising agreed functions over their 'combined administrative area'.
- (3) The joint committee will be established as the (Joint Arrangements) Committee and be called the **AGMA Executive Board**, AGMA being the acronym for the Association of Greater Manchester Authorities.

THIS AGREEMENT witnesses as follows:

1. Key principles

- 1.1 The Parties are not seeking to create a separate local authority and are committed to retaining the existing structure of metropolitan districts within the combined administrative area.
- 1.2 The Parties have established a joint committee which provides streamlined decision making; excellent co-ordination of services across the combined administrative area; mutual co-operation; partnering arrangements, and added value in the provision of shared services.
- 1.3 The Parties are committed to open and transparent working and proper scrutiny and challenge of the work of the joint committee.
- 1.4 Any new Parties to this agreement after the agreement becomes effective will have all the same rights and responsibilities under this agreement

1.5 The Parties are committed to ensure that any decisions, proposals, actions whether agreed or considered will be subject to an obligation upon the Leader of each of the Parties to report it to their own authorities

1.6 The collective name of the parties who are signatories to this operating agreement shall be the Association of Greater Manchester Authorities

## 2. Definitions

‘functions’ means those functions of the Parties delegated from time to time to the joint committee to discharge and set out in Schedule 1.

‘the combined administrative area’ means the local government areas of the Parties combined.

‘the Parties’ means the signatories to this agreement for the time being.

‘voting members’ means the appointed elected member(s) of each of the Participating Parties in the decision.

‘Sub-committees’ will only comprise elected members with decision making powers.

‘Commissions’ may comprise of elected and non elected members whose decisions are subject to ratification by the Board.

‘Lead Authority’ means the local authority appointed by the Parties under this agreement to lead on a specified matter or function.

‘AGMA Executive Board’ (hereinafter called the Board) means the Joint Committee established under this Agreement.

‘Participating Parties’ means those parties which have delegated to the Board the functions set out in Schedule 1

## 3. Objectives

3.1 The objectives of the Board are to:

(i) improve outcomes in the economic, social and environmental conditions across the combined administrative area.

(ii) Streamline decision making where joint arrangements already exist.

(iii) Develop and agree current and new areas of joint working.

4. Powers and functions

4.1 This Board is established under section 20 of the Local Government Act 2000 and Regulations 4, 11 and 12 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 and section 101(5) of the Local Government Act 1972 enabling the Parties to perform the functions in the manner set out in this agreement.

4.2 The Board has the power to take decisions on behalf of the Parties in relation to those functions set out in Schedule 1. The role of the Board is restricted to those matters described in Schedules 1 and 2. The Board may only exercise those functions delegated to it by the parties and the Board reserves the right to refuse the delegation. The delegation of functions to the Board may be amended or withdrawn by resolution of any of the Parties. Where any such resolution affects any financial liabilities and/or commitments of the Board twelve months notice must be given in writing not later than 31 March in any year to withdraw with effect from 1 April in the following year from any of the functions of the Board.

5. Terms of reference

5.1 The terms of reference of the Board will be as set out in Schedule 2.

6. Membership and voting rights

6.1 The Board comprises the Leader of the Council of each of the Parties to this agreement. Each of the Parties will appoint for each Municipal Year two additional members of their Executive one of whom may substitute for the Leader as necessary. The Parties will inform the Secretary to the Board in writing of these annual appointments.

6.2 The term of office of each member of the Board shall be for as long as the member is the Leader of the appointing Council or a member of that Councils Executive in relation to substitute members.

6.3 Non-voting advisers may attend the Board from any or all of the Parties or from other organisations as the Board may agree. These advisers may participate in the debate but may not vote.

6.4 The following can be "Associate Members":-

The Greater Manchester Fire and Civil Defence Authority.  
The Greater Manchester Passenger Transport Authority.  
The Greater Manchester Police Authority.  
The Greater Manchester Waste Disposal Authority.

Together with any local authority or any joint committee of local authorities outside Greater Manchester subject to the agreement of the Board. These Associate Members may participate in the debate but may not vote.

7. The Business Leadership Council

7.1 The Board will establish a Business Leadership Council which will advise the Board on its policies and priorities, conduct its own reviews in matters that will affect the future economic well being of Greater Manchester and may make representations to the Board.

7.2 The appointment of the Chair of the Business Leadership Council will be subject to confirmation by the Executive Board and will be reviewed on an annual basis. The process of appointing other members of the Business Leadership Council will be subject to agreement between the Chair of the Council and the Executive Board.

8. Sub-committees/Commissions/advisory groups

8.1 The Board may establish sub-committees, commissions and or advisory groups as it may determine.

8.2 When establishing a sub-committee, commissions and or advisory groups the Board will agree the:

- (i) terms of reference for the sub-committee, commission and or advisory groups.
- (ii) size and membership of the sub-committees, commissions, and or advisory groups including co-optees.
- (iii) the period where appropriate for which the sub-committee will remain constituted.
- (iv) chair of the sub-committee or will delegate the appointment to the sub-committee.

8.3 Within the arrangements to be agreed at 8.2 above the Board will ensure that there is political and geographical proportionality across sub committees, commissions and advisory groups and that, as far as is possible, this will also apply within individual sub-committees, commission and advisory groups.

8.4 Any Party may refer any decision of a sub committee or commission to the Board for reconsideration. The Party must set out in a Notice signed by the Chief Executive or Leader the reasons for doing so. The Notice for the avoidance of doubt must be served in accordance with

Clause 24 and within 5 working days of the publication of the decision.

9. Delegation to sub-committees and officers

9.1 The Board will establish a scheme of delegation and will review the scheme annually.

10. Meetings and procedure

10.1 A Chair and up to 3 Vice Chairs (“the four offices”) will be appointed by the Board from amongst its membership.

10.2 The Chair of the Board will be appointed from the largest political group represented on the Board. Where two or more political groups have an equal number of seats on the board, the group which holds the larger number of Council seats within the combined administrative area will be regarded as being the largest political group.

10.3 Subject to (b) below 3 Vice Chairs of the Board will be appointed by the Board from its number under the following principles:

- (a) If more than one political group is represented on the Board then all the four offices will not be occupied by members from the same group
- (b) If less than three political groups are represented on the Board, then the Board may choose not to make an appointment to one of the three Vice Chair positions
- (c) If at least three political groups are represented on the Board, the three largest political groups will be entitled to at least one of the four offices
- (d) For the purposes of (c) above, where two or more political groups have an equal number of seats on the board, the group which holds the larger number of Council seats within the combined administrative area will be regarded as being the largest political group

10.4 If the Chair is present at a meeting of the Board he/she will preside. If the Chair is not present, if there is a Vice Chair from the same political group as the Chair he/she will preside; if neither the Chair nor that Vice Chair is present one of the other Vice Chairs will preside. In the absence of the Chair and all the Vice Chairs, the meeting will elect a Chair for that meeting from those present.

10.5 The Chair and Vice Chairs (sitting as a sub-committee) may have decision making powers delegated to them. Such powers will require to be delegated by the full Board.

- 10.6 The quorum of the Board will be two thirds of participating Parties for any particular function listed in Schedule 1 that is under discussion
- 10.7 The Board will conduct its business in accordance with this operating agreement and Schedule 3 to this agreement.
11. Agenda setting and access to meetings and information
- 11.1 The agenda for the Board shall be agreed by the Chair of the Board.
- 11.2 Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Access to Information) (England) Amendment Regulations 2000 and 2002 or sections 100A-K and Schedule 12A of the Local Government Act 1972 as appropriate and the Board Rules of Procedure as set out in schedule 3.
12. Decision making
- 12.1 The principle of decision making by the Board shall be that, wherever possible decisions of the Board will be made by agreement, without the need for a vote. Where this is not possible a vote may be taken where the Chair considers it to be necessary or where any Voting Member requests that a vote be taken. The vote will be by way of a show of hands and the vote of each member recorded in the Minutes.
- 12.2 In the event of a vote, only the appointed member(s) of each of the Parties present at the meeting shall be entitled to vote (including the Chair). In the event of a tied vote the Chair has no second or casting vote. Any motion or proposal which results in a tied vote will be deemed not to have been agreed.
- 12.3 The following areas have been identified as matters of strategic importance, where - as a matter of last resort if agreement cannot be reached without a vote - a 2/3 majority of the Participating Parties will be needed:-
1. adoption of sub regional strategic policies and plans.
  2. adoption of a Multi Area Agreement following negotiations with Government and other partners.
  3. responses to Government consultations.
  4. decisions with financial consequences/costs to the member authorities (e.g. AGMA Units contributions, budgets - if any - delegated to individual Commissions, etc).

5. decisions/recommendations on levies/precepts of joint authorities.
  6. endorsement of strategic plans produced by the new Commissions.
  7. Associate Membership under Clause 6.4.
  8. Proposed amendments to this Agreement
- 12.4 For the following areas a simple majority need only apply
1. appointments to external bodies.
  2. appointments to the new Commissions when established.
  3. election to any of the four offices set out in section 10.1 above.
- 12.5 For issues not covered in paragraphs 12.3 or 12.4 where agreement cannot be reached without a vote the presumption will be that a two thirds majority of the Parties will be needed.
- 12.6 Where the effect of a particular proposition, if adopted by the Board, would give rise to contractual or financial implications for any of the Parties, then a vote must be taken and the vote(s) of the appointed member(s) of the effected Party (ies) on of the proposition shall be recorded.
13. Forward Plan and Greater Manchester Forum
- 13.1 The Board will produce a forward plan in accordance with the requirements of section 22 of the Local Government Act 2000.
- 13.2 The Board will be required to report, at least annually, on meeting its Forward Plan and its operation and progress in achieving the promotion or improvement of the economic physical and social well being of the Manchester City Region, its people and businesses to a wider forum of interested parties within Greater Manchester. The Board will determine the nature and membership of this forum which shall be known as the Greater Manchester Forum.
14. Scrutiny
- 14.1 Scrutiny arrangements will be in accordance with Schedule 4
15. Lead authorities and allocation of roles
- 15.1 In order to achieve the objectives of the Board, the Parties may appoint one or more Lead Authority/ies for any of the functions

under this Agreement. All governance arrangements will be in accordance with the CIPFA/SOLACE guidance for the time being and using the Lead Authorities standing orders and financial regulations.

- 15.2 Staff from the Lead Authority or any other Authority are commissioned to provide services, advice and support to the Board and will continue to be employees of the relevant Lead Authority or said other Authority.
- 15.3 Responsibility for the following support functions to the Board will be allocated to one or more of the Parties as Lead Authority as agreed by the Board from time to time:
  - (i) the provision of legal advice and services.
  - (ii) the provision of financial advice and services.
  - (iii) secretariat support and services.
  - (iv) communications support and services.
- 15.4 In order to provide accountability for these support functions, the Board shall, at every Annual Meeting, appoint: -
  - (a) A Secretary
  - (b) A Treasurer
  - (c) Such other officer(s) as may be deemed appropriate.

Unless otherwise agreed by the Board, the Secretary and Treasurer appointments shall be made from among officers of the authority of the Chair appointed at the Annual General Meeting. These appointments may be terminated and/or new appointments made at any Meeting of the Board.

- 15.5 The cost of the services and advice set out in this section and additional services agreed will be apportioned and paid for in accordance with paragraph 16
16. Budgetary arrangements/ delegated funds
  - 16.1 The Board shall prepare a budget to cover all its expenses which will be submitted to and agreed by the Board before submission of the levy to each of the Parties by the last day of February in each year.
  - 16.2 Each party to this agreement shall agree to pay a contribution to the budget proportionate to its population as determined by the Department for Communities and Local Government or any successor

Department of Central Government when determining the annual financial Local Government Settlement.

17. Amendments to this operating agreement

17.1 This Agreement may be amended following a resolution of two thirds of the Board and also approved by two thirds of the Parties.

17.2 The operation of the agreement will also be subject to annual review.

18. New membership and cessation of membership

18.1 New Parties may join the Board provided that the Executive and full council of the joining Party (ies) and of all the Parties to the agreement for the time being so resolve.

18.2 Any of the Parties may cease to be a party to this Agreement following notice of cessation subsequent to a decision by the relevant Party/ies. A minimum of twelve months notice is required for any Party to leave the Board and in any event, any notice of cessation can only be effective at the end of a financial year.

18.3 Termination of this agreement must be by agreement of all but one of the Parties who are signatories to the agreement when any such termination is proposed.

19. Dispute resolution

19.1 Any dispute between the Parties arising out of this Agreement which cannot be settled by the Head of Paid service of the Parties shall be referred to a single arbitrator to be agreed between the Parties, or, where no agreement can be reached, and having regard to the nature of the dispute, by an arbitrator nominated by the Chair of the Local Government Association and will be carried out in accordance with the provisions of the Arbitration Act 1996 as amended or modified and in force for the time being.

20. Mutual indemnification

20.1 Each of the Parties is responsible for its own personnel and property and any consequential losses arising out of this agreement, and for the personnel and property and consequential losses of each of the other Parties of any decision taken by a party to this agreement under clauses 4.2 and 17.2.

20.2 Each of the Parties shall ensure that they have a sufficient policy of insurance for any work that they undertake on behalf of the Board and for a period of six years after termination of this Agreement.

21. Intellectual Property

21.1 The Board will not acquire any right, title or interest in or to the intellectual property rights of the Parties unless agreement to do so is given by the party or parties with the right.

21.2 Any issues, challenges or claims in relation to any intellectual property rights shall be advised to each of the Parties immediately, and any intellectual property right claim shall be managed by the Parties as agreed.

22. Data Protection, Freedom of Information, information sharing & confidentiality

22.1 Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.

22.2 An authority will be appointed as Lead Authority for the purposes of ensuring compliance with any legal requirements relating to these issues should they arise directly in relation to the Board (as compared to information held by the Parties to this Agreement).

22.3 The Board will abide by any Information Sharing Protocol in relation to information shared between the Parties, any third parties and the Board

23. Severability

23.1 If any term, condition or provision contained in this agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this agreement.

24. Notice

24.1 Any notice, demand or other communication required to be served under this Agreement shall be sufficiently served if delivered personally to or sent by pre-paid first class recorded delivery post or email or facsimile transmission to the address of the AGMA Policy & Research Unit at the Wigan Investment Centre, Waterside Drive, off Swan Meadow Road, Wigan WN3 5BA. If so sent any such notice, demand or other communication shall, subject to proof to the contrary, be deemed to have been received by the addressee the time of personal delivery or on the second working day after the date of posting or unsuccessful transmission as the case may be.

25. Counterparts

25.1 This agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

26. Exercise of statutory authority

26.1 Without prejudice to this agreement, nothing in this agreement shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions.

27 Appointment to External Bodies

27.1 Not less than two months before the Annual Meeting of the Boards it shall be the responsibility of the Secretary to advise Parties of those positions on other bodies to which the Board need to make nominations for the forthcoming year.

27.2 It shall be the responsibility of Chief Executives of each of the Parties to advise the Secretary, in writing and not less than 15 days before the Annual Meeting of the Board, of any nominations which that Party wishes to make to those positions that have been identified by the Secretary under section 27.1 of this agreement.

27.3 Nothing in section 27.2 should be taken as assuming that any positions held by any person at the time that the Secretary issues information under section 27.1 of this constitution are automatically re-nominated for consideration at the Annual General Meeting. For any such position it will be the responsibility of Chief Executives of any Party to confirm to the Secretary, in writing and not less than 15 days before the Annual Meeting of the Board, where any existing representatives are to be re-nominated.

27.4 It shall be the responsibility of the Secretary to advise Parties of all nominations received for representation on outside bodies. This advice must be issued in writing to Parties not less than 14 days before the Annual Meeting of the Board.

Signed by Bolton Metropolitan Borough Council  Authorised Signatory Dated	Signed by Salford City Council  Authorised Signatory Dated
Signed by Bury Metropolitan Borough Council  Authorised Signatory Dated	Signed by Rochdale Metropolitan Borough Council  Authorised Signatory Dated
Signed by Stockport Metropolitan Borough Council  Authorised Signatory Dated	Oldham Metropolitan Borough Council  Authorised Signatory Dated
Trafford Borough Council  Authorised Signatory Dated	Tameside Metropolitan Borough Council  Authorised Signatory Dated
Signed by Manchester City Council  Authorised Signatory Dated	Signed by Wigan Borough Council  Authorised Signatory Dated

## SCHEDULE ONE

### A. General functions

1. Production of an integrated strategy for Greater Manchester to set out the key economic, social and environmental objectives for the combined administrative area and to form Greater Manchester's key input into the new integrated Regional Strategy for North West England.
2. Where the Executive Board has decided it is appropriate to operate at the level of the combined administrative area,
  1. development and adoption of sub regional strategic policies and plans
  2. responsibility for delivery of any Multi Area Agreement for the combined administrative area;
  3. responses to regional, national and international consultations
- 3 To hold to account bodies which impact upon the social, economic and environmental well being of Greater Manchester; including any Joint Authorities operating within the combined administrative area.
- 4 Undertake and publish research to support any function exercised by this agreement

### B. Financial Functions

- 5 Agree any financial matters related to the exercise of any of the functions set out in this schedule
- 6 Monitoring of the budgets and expenditure of all authorities or bodies having power to issue a precept or levy on Member Councils and effecting appropriate consultation with them and taking appropriate action.
- 7 Receive on an annual basis a report on the management and performance of the Greater Manchester Superannuation Scheme and the Pension Fund.

### C. Specific functions

#### Economic Development

8. Production of strategic plans for the combined administrative areas as required by national Government, other agencies or as the partners shall determine are necessary to provide a strategic basis for the delivery of economic development services within the combined economic area
9. Coordination and management of the work of Manchester partners and their jointly owned agencies in delivering any of the functions listed in this schedule.
10. The development and management of an integrated Greater Manchester employment and skills service
11. The development and management of a Greater Manchester business support system

12. Management of resources on behalf of government agencies in line with agreed regional and sub regional priorities

### Planning & Housing

13. Developing and coordinating the operation of a Greater Manchester Spatial Strategy as a framework for underpinning and linking partners Local Development Frameworks and Core Spatial Strategies
14. To coordinate and manage joint Local Development Framework activity across the combined administrative area on behalf of the 10 local planning authorities, in circumstances where this is agreed as appropriate (initially in terms of Waste and Minerals Planning)
15. To develop and coordinate the operation of a Greater Manchester Housing strategy
16. To determine the future allocation of any pooled public sector housing resources across the combined administrative area and provide a sub-regional context for managing the scale, distribution and mix of new housing development.

### Transport

17. Together with whatever other statutory bodies are appropriate within the designated administrative area, to:-
  - i.) have responsibility for developing an integrated transport system for Greater Manchester
  - ii.) oversee the development and management of actions resulting from the Greater Manchester Local Transport Plans and any other investment programmes agreed by the partners.

### Environment

18. Preparation and co-ordination of delivery of strategic plans and projects, design of infrastructure for the combined administrative area for the purpose of protecting and improving environmental quality, and liaison and advice with the Board and other work areas to ensure alignment of Plans and projects with environmental objectives
19. Establish, and where appropriate, provide a governance pathway for agencies, groups and organisations whose remit is to drive forward environmental priorities
20. Establishment and Management of effective strategy, plans and infrastructure to co-ordinate and deliver an effective response to Climate Change, including the establishment of a Climate Change Agency for the combined administrative area
21. Together with the Greater Manchester Waste Disposal Authority (WDA), and Wigan Metropolitan Borough Council in its role as a WDA, to develop a comprehensive city regional sustainable waste management approach that encompasses commercial, industrial and construction and demolition waste streams, delivers synergies and economies of scale, and promotes sustainable production and consumption.

## Health

22. To develop a shared health vision for Greater Manchester
23. To provide leadership and challenge for the development and delivery of high level health indicators within the context of a shared vision
24. To coordinate the necessary response within Greater Manchester to the Audit Commission Review of health Inequalities within Greater Manchester and any such subsequent reviews
25. To oversee, when appropriate, any interface between health and social care functions where this is appropriate at a Greater Manchester level

## Public Protection

26. To be determined

## Improvement and Efficiency

27. To establish a Manchester City Region Improvement and Efficiency Strategy
28. To provide effective overarching governance arrangements to deliver the Strategy, Identify innovative ways of working to deliver the Strategy, maximise skills, knowledge and expertise within the City Region to deliver the strategy and seek and secure available funding

## D. Other Miscellaneous Functions

29. To act as: -
  - i.) the joint committee for trading standards and related functions for the purposes of paragraph 15 of Schedule 8 to that Act;
  - ii.) a joint committee in respect of the grants and schemes pursuant to Section 48 of that Act;
  - iii.) a joint committee in respect of schemes and relevant activities under Section 88 of that Act;
  - iv.) a joint committee in respect of the Greater Manchester County Record Office;
  - v.) a joint committee for such other purpose or purposes as all the Member Councils concerned may at any time agree and.
  - vi.) Trustees to the Greater Manchester Disaster Relief Trust.

## SCHEDULE TWO

### TERMS OF REFERENCE

The terms of reference for the Board are to :-

- (a) conduct its business and direct its affairs in accordance with any policies and guidelines which may from time to time be jointly agreed by the parties to this agreement and as set out in this agreement,
- (b) receive and, if approved, adopt recommendations from the Business Leadership Council, or any Sub Committee or Commission set up by virtue of this agreement with or without amendment, addition or deletion.
- (c) work together in order to achieve the promotion or improvement of the economic physical and social well being of the Manchester City Region, its people and businesses, through measures and joint actions which member authorities may determine from time to time.
- (d) work with other appropriate agencies and bodies beyond Greater Manchester in order to achieve the above objective,
- (e) operate within the regional context of N W England and whatever regional structures and arrangements are in place
- (f) provide a forum for the discussion of matters of common concern and interest.
- (g) provide a means of co-ordination and decision-making in respect of joint action and working including the monitoring of joint professional teams and units.
- (h) exercise statutory functions which the parties to this agreement are required or empowered to refer or delegate to joint committees.
- (i) to consult and liaise with other bodies or organisations of a public or quasi-public nature exercising functions or carrying out activities which are of importance to Greater Manchester.
- (j) to provide a forum for consulting with other bodies on issues of common interest
- (k) to keep under review expenditure incurred and services provided by Joint Authorities and to keep under review and control expenditure incurred and services provided by the parties to this agreement s and other bodies, teams or units under arrangements or statutory provisions whereby costs are recoverable from or chargeable to some or all of the parties to this agreement, whether by levy or otherwise.

- (l) to watch over, protect and promote the interest, rights, powers, functions and duties of the parties to this agreement and local government generally in Greater Manchester.
- (m) to provide a means for the formulation and expression of joint views of the parties to this agreement to the Local Government Association, central government and other bodies and organisations in respect of legislation, proposed legislation and other matters of concern, interest or relevance to Greater Manchester.
- (n) to provide a means of contact and liaison with institutions of the European Communities and to advance the interests of Greater Manchester in Europe and elsewhere in the world
- (o) approve of an annual statement of accounts of the Board made up to the 31st March in each year for submission to its Annual General Meeting.

SCHEDULE 3  
RULES OF PROCEDURE

1. Annual General Meeting.

There will be an Annual General Meeting of the Executive Board in the June of each year.

The AGM will annually elect –

The Chair  
Deputy Chair  
Vice Chair  
The Secretary  
The Treasurer

See Paragraphs 10 and 15.4 of the Operating Agreement.

2. Duration of Appointments.

See Paragraph 6 of the Operating Agreement.

3. Servicing.

See paragraph 15.3 of the Operating agreement.

4. Meeting Agendas.

- (i.) The Chair of the Board will decide upon the agenda for the meetings of the Board. He/she may put on the agenda of any meeting any matter which he/she wishes
- (ii.) Any member of the Board may require the Secretary to make sure that an item is placed on the agenda of the next available meeting of the Board for consideration.
- (iii.) The Secretary will make sure that an item is placed on the agenda of the next available meeting of the Board where any Commission or the Business Leadership Council have resolved that an item be considered by the Board.
- (iv.) Any Party to this agreement may ask the Chair of the Board to put an item on the agenda of Board meeting for consideration. If the item is in line with the Terms of Reference (Schedule 2) then this request must be agreed by the Chair and the item considered at the next available meeting of the Board. The notice of the meeting will

give the name of the Party which asked for the item to be considered.

- (v.) The Secretary or Honorary Treasurer may include an item for consideration on the agenda of a Board meeting
- (vi.) Any item proposed to be included on the agenda for any board meeting in accordance with 4(i)-(v) above which is not submitted before 5 clear days of the meeting shall not be included on the agenda for that meeting unless it is agreed by the Chair. In this case the amended agenda for the meeting will state the reason for the late acceptance of any such item.

See also Paragraphs 8, 9 and 10 of the Operating Agreement.

5. Substitutes.

See Paragraph 6 of the Operating Agreement.

6. Sub-Committees.

See Paragraphs 8 & 9 of the Operating Agreement.

7. Voting.

See Paragraph 12 of the Operating Agreement.

8. Quorum.

See Paragraph 10 of the operating Agreement.

9. Rules of Debate.

- (i) A motion or amendment shall not be discussed unless it has been proposed and seconded.
- (ii) A Member shall address the Chair and direct any speech to the question under discussion. If two or more Members indicate they wish to speak the Chair shall call on one to speak first.
- (iii) An amendment shall be
  - (a) to leave out words
  - (b) to leave out words and insert or add others
  - (c) to insert or add wordsbut any such amendment must not have the effect of introducing a new proposal into or of negating the original motion.
- (iv) A Member shall not speak for longer than 5 minutes on any matter without the consent of the Board.

- (v) No Member shall address the Board more than once on any issue unless this be by invitation of the Chair, but the mover of an original motion may reply, in which reply no new matter shall be introduced, but the reply shall be confined strictly to answering the previous observations.
- (vi) A Member may claim to speak on a point of order or in personal explanation and shall be entitled to be heard forthwith. A point of order shall relate only to an alleged breach of a specified statutory provision or this constitution or any of its Schedules and the way in which the Member raising it considers that it has been broken. A personal explanation shall be confined to some material part of a former speech by him in the current debate which may appear to have been misunderstood. The ruling of the Chair on a point of order or on the admissibility of a personal explanation shall not be open to discussion
- (vii) If an amendment is rejected other amendments may be moved on the original motion. If an amendment is carried, the motion as amended shall take the place of the original motion and shall become the motion upon which any other amendment may be moved.
- (viii) A further amendment shall not be moved until the Board has disposed of every amendment previously moved, provided that the Chair shall have discretion to allow debate to take place on two or more amendments.
- (ix) A Member at the conclusion of a speech of another representative may move without comment
  - (a) that the question be now put
  - (b) that the debate be now adjourned
  - (c) that the Board proceed to the next business
  - (d) that the Board do now adjourn
 If such a motion is seconded, the Chair, shall, subject to the mover's right to reply, put the motion to the vote, and if it is carried -
  - in case (a) - the motion then before the meeting shall, subject to the right of reply, be put to the vote; or
  - in case (b) - the debate on the motion then before the Board shall stand adjourned until the next ordinary meeting of the Board; or
  - in case (c) - the motion then before the Board shall be regarded as lost and the Board shall proceed to the next item on the Agenda, if any; or
  - in case (d) - the meeting shall stand adjourned.

- (ix) If the Chair is of the opinion that the matter before the Board has been sufficiently discussed he may put the motion that the question now be put
- (x) The Chair shall decide all questions of order and any ruling by the Chairman upon such questions and the interpretations of these Standing Orders, and upon matters arising in debate shall be final and shall not be open to discussion.

10. Admission of Public.

All meetings of the Board shall be open to the Public (including the Press) except to the extent that they are excluded whether during the whole or part of the proceedings either:-

- (i) In accordance with Section 100A(2) of the Local Government Act 1972; or
- (ii) By resolution passed to exclude the public on the grounds that it is likely, in view of the nature of the proceedings, that if members of the public were present there would be disclosure to them of exempt information as defined in Section 101 of the Local Government Act 1972. Any such Resolution shall identify the proceedings or the part of the proceedings to which it applies and state the description, in terms of Schedule 12A to the Local Government Act 1972 of the exempt information giving rise to the exclusion of the public.

11. Disorderly Conduct.

- (i) If the Chair is of the opinion that a Member has misconducted, or is misconducting him or herself by persistently disregarding the ruling of the Chair or by behaving irregularly, improperly or offensively or by wilfully obstructing the business of the Board the Chair may notify the meeting of that opinion and may take any of the following actions either separately or in sequence:
  - (a) the Chair may direct the Member to refrain from speaking during all or part of the remainder of the meeting
  - (b) the Chair may direct the Member to withdraw from all or part of the remainder of the meeting
  - (c) the Chair may order the Member to be removed from the Meeting
  - (d) the Chair may adjourn the meeting for such period as shall seem expedient to him
- (ii) In the event of general disturbance which in the opinion of the Chair renders the due and orderly dispatch of business

impossible, the Chair, in addition to any other power invested in the Chair, may without question, adjourn the meeting of the Board for such periods as in the Chair's discretion shall be considered expedient.

12. Urgent Business.

Any member of the Board may, with the agreement of the Chair, raise an item of urgent business during the course of any meeting of the Board.

See also section 4 (vi) of this schedule

14. Declaration of Interests.

- (i.) Any elected member of the Board or any Commission or Sub Committee established under this operating agreement must disclose any personal interests in any business conducted by any meeting held under this operating agreement in accordance with the Member's Code of Conduct.
- (ii.) Any other person who is a member of any Commission or Sub Committee established under this operating agreement must disclose any personal interests in any business conducted by any meeting held under this operating agreement. Such a declaration must occur at the start of the relevant item of business or as soon the interest becomes apparent. Upon declaration of any such personal interest it shall be for the other members of the meeting to determine what action should be taken as a result of the disclosure of any personal interest.

15. Access to Documents.

(i) Notices Of Meeting

At least five clear days notice of any meeting of the Board will be given by posting details of the meeting at the address specified in Paragraph 24.1 of this operating agreement

(ii) Access To Agenda And Reports Before The Meeting

Copies of the agenda and reports of the Board, if available, will be available for inspection at the the address specified in Paragraph 24.1 of this operating agreement at least five clear days before the meeting. If an item is added to the agenda later, the revised agenda and any such item will be open to inspection at the time the item is added to the agenda.

### (iii) Supply of Copies

Copies of:

- any agenda and reports which are open to public inspection;
- any further statements or particulars necessary to indicate the nature of the items in the agenda;

shall be available from the address specified in Paragraph 24.1 of this operating agreement to any person on payment of a charge for postage and any other costs.

### (iv) Access To Minutes Etc After The Meeting

Copies of the following will be made available for six years after a meeting:

- the minutes of the meeting, records of decisions taken, together with reasons, for all meetings of the Executive, excluding any part of the minutes of proceedings when the meeting was not open to the public or which disclose exempt or confidential information;
- a summary of any proceedings not open to the public where the minutes open to inspection would not provide a reasonably fair and coherent record;
- the agenda for the meeting; and
- reports relating to items when the meeting was open to the public.

### (v). Background Papers

The author of the report will set out in every report a list of those documents (called background papers) relating to the subject matter of the report which in his/her opinion:

- disclose any facts or matters on which the report or an important part of the report is based; and
- which have been relied on to a material extent in preparing the report

### (vi) Public inspection of background papers

Background papers listed in any report shall be made available by the local authority which employs the author of any such report. One copy of each will be made available for public inspection for four years after the date of the meeting.

## 16. Suspension of Rules of Procedure

Any of the preceding Rules of Procedure Orders may be suspended at any meeting so far as regards any business on the Agenda for such a meeting, providing that the majority of the Members present and voting so decide.

## SCHEDULE 4

### PROTOCOL FOR JOINT SCRUTINY ARRANGEMENTS

This protocol provides a framework for carrying out joint scrutiny work within the arrangements of this constitution and operating agreement, and will be reviewed annually to ensure it remains relevant.

Separately to this schedule, any of the Parties to this agreement may, under paragraph 8.4 of this agreement, refer any decision of any Commission or Sub Committee established under paragraph 8.1 of this agreement to the Executive Board.

#### 1. Objectives

- 1.1 These arrangements have been established to act as a focus for the scrutiny and challenge of the activities of the Board and Commissions and for investigating matters of strategic importance to residents within the combined administrative area covered by the participating authorities.

#### 2. Role of the joint scrutiny arrangements

- 2.1 The role of these arrangements will include:

- monitoring the decisions of the Board and its responsibilities and to make recommendations for improvement and/or change
- monitoring and preparing reports and recommendations as to the work done within and the performance of any relevant Multi Area Agreement
- investigating matters of strategic importance to residents within the combined administrative area and report with recommendations to the Board
- facilitating the exchange of information about the work of AGMA and to share information and outcomes from reviews
- Scrutiny in respect of the Health function will be undertaken in accordance with separate statutory arrangements.

- 2.2 The terms of reference for these joint scrutiny arrangements and its work programme will be subject to the annual review of this constitution as set out in paragraph 17 of this operating agreement.

### **3. Operation of Joint Scrutiny Arrangements**

- 3.1 A pool of elected members will be established which will comprise of 3 councillors from each of the participating authorities. Appointees must not be members of the Board. Both sexes must be represented within the 3 elected members from each of the participating authorities.
- 3.2 Any elected member appointed under these joint scrutiny arrangements who is also appointed as a substitute for a Board members under section 6.1 of this agreement or to any commission, or sub-committee cannot participate in the operation of the joint scrutiny arrangements on any issues and decisions which were taken at any meeting of the Board or any Commission or Sub Committee at which they were present.
- 3.3 Where one quarter of the elected members within a Participating Party are from minority groups, one of that Participating Party's three members of the scrutiny pool shall come from the minority group on with the largest number of seats within that Participating Party. Where the two or more largest minority groups within a Participating Party have an equal number of seats they shall decide from which one of them a member shall be chosen for the purposes of this Clause.
- 3.4 The term of office for councillors will be one year from the date of the annual council meeting that appoints them to the joint scrutiny arrangements, or sooner, if they cease to be an elected member, wish to no longer participate in these arrangements or the Secretary is advised by any of the Participating Parties that it wishes to change one or more of its appointees to the pool in accordance with clauses 3.1-3.3 of this section.
- 3.5 Non/voting members may be co-opted to participate in these arrangements from all or any of the associated authorities or from other organisations as panel members shall decide.

### **4 Joint Meetings of Scrutiny Pool members**

- 4.1 The members appointed to the arrangements under section 3 above will hold at least one joint annual meeting. may convene additional joint meetings in accordance with these arrangements.
- 4.2 At the annual joint meeting pool members will:-
  - (i.) elect a Chair and Vice Chair. The Chair and Vice Chair must come from different political groups.
  - (ii.) determine the areas of review and scrutiny that they wish to pursue during the ensuing 12 months

- (iii.) agree to establish scrutiny panels from amongst their number in order to carry out agreed areas of review and scrutiny
- 4.3 The quorum for this annual meeting and any other joint meetings held under this section of this schedule will be 10, and must include representatives from at least 7 of the participating authorities.
- 4.4 In accordance with paragraph 12.1 of the operating agreement the principle of decision making at any such joint meeting shall be that, wherever possible decisions will be made by agreement, without the need for a vote. If a vote is necessary it will be a simple majority of those present and the Chair will not have a casting vote.
- 4.5 The venue for each annual meeting and any other joint meetings held under this section will be decided by Chair and notified to participating authorities for inclusion on their Council web sites.
- 4.6 Notice of the annual meeting and any other joint meetings held under this section will be sent to each panel member of at least 7 clear working days before each meeting and will in any event comply with the requirements of the Local Government Act 1972.
- 4.7 The chair will approve the agenda for each annual meeting and any other joint meetings held under this section; however any member of the panel will be entitled to require an item to be placed on the agenda for the meeting
- 4.8 Subject to 4.1-4.7 above, meetings will proceed in accordance with the rules of procedure set out in Schedule 3 to this agreement.
- 5. Call in of Board decisions**
- 5.1 Members of the scrutiny pool appointed under these arrangements will have the power to call in any decision of the Board.
- 5.2 When a decision is made by the Board the decision shall be published, including where possible by electronic means, and shall be available from the address specified in Paragraph 24.1 of this operating agreement normally within 2 days of being made. It shall be the responsibility of the Secretary to send electronic copies of the records of all such decisions to all members of the pool within the same timescale.
- 5.3 That notice will bear the date on which it is published and will specify that the decision will come into force, and may then be implemented, on the expiry of 5 working days after the publication of the decision, unless 5 members the scrutiny pool object to it and call it in.

- 5.4 During that period, the Secretary shall call-in a decision for scrutiny by a joint meeting of pool members if so requested by any five members from the pool, and shall then notify members of the Board of the call-in. The Secretary shall call a joint meeting of pool members on such date as he/she may determine, where possible after consultation with the Chair of the pool, and in any case within 15 working days of the decision to call-in.
- 5.5 If, having considered the decision, the joint meeting of pool members is still concerned about it, then it may refer it back to the Board for reconsideration, setting out in writing the nature of its concerns. If referred to the Board they shall then reconsider within a further 15 working days, amending the decision or not, before adopting a final decision.
- 5.6 The call-in procedure set out above shall not apply where the decision being taken by the Board is urgent. A decision will be urgent if any delay likely to be caused by the call in process would seriously prejudice the Board's or the public's or an individual's interests. The record of the decision, and notice by which it is made public shall state whether in the opinion of the decision making person or body, the decision is an urgent one, and therefore not subject to call-in. The Board must agree both that the decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency.
- 6. Key principles for the operation of the joint scrutiny arrangements**
- 6.1 The Parties will work together to maximise the exchange of information and views, to minimize bureaucracy and make best use of the time of members and officers of local and other authorities
- 6.2 Members of the scrutiny pool will, when considering reviews, determine whether the issue is more appropriately dealt with by one of the Parties or elsewhere and will not duplicate the work of existing bodies or agencies.
- 6.3 Subject to prior consultation, the Parties will respond positively to requests for information, or for the attendance of a member or officer at any meetings set up under these arrangements
- 6.4 While it is ultimately for each Party to decide who it considers the most appropriate person(s) to speak on its behalf at any meetings set up under these arrangements consideration will be given to meeting specific requests
- 6.5 Dates and times for officer and member attendance at any meetings set up under these arrangements should be by agreement

6.5 Members appointed under these arrangements may request the attendance of officers employed by the Parties to answer questions and give evidence at any meetings set up under these arrangements. All such requests must be made via the Chief Executive of the relevant party. If any request is declined by the Chief Executive, he/she must state the reasons for so doing.

6.6 When considering any matter in respect of which a panel member appointed under these arrangements is subject to a party whip the member must declare the existence of the whip and the nature of it before the commencement any deliberations on the matter. The declaration, and the detail of the whipping arrangements, shall be recorded in the minutes of the meeting.

## **7. Scrutiny Panels**

7.1 The annual meeting of members of the pool will establish panels to undertake agreed scrutiny reviews. Membership of the panels will be determined at the annual meeting and the principle of political balance from across panel members must be applied when membership is agreed.

7.2 Scrutiny panels established by this section shall include representatives from at least 7 of the participating authorities. Each panel shall appoint a Chair and Vice Chair from amongst its members. Unless unanimously agreed by all members appointed to any Scrutiny Panel, the Chair and Vice Chair of each Panel must come from different political groups.

7.3 Scrutiny panels established under this schedule must be appointed to carry out specific scrutiny tasks and purposes and be time limited. Their continuation will be subject to confirmation at each annual meeting of scrutiny pool members. Any panel continuing for more than two years must be subject to confirmation by the Executive Board.

7.3 The Board may also, if it chooses, request that a panel drawn from amongst members appointed under section 3 of this schedule be appointed to examine a specific issue in more detail and report back its findings to the Board.

## **8. Reviews and recommendations**

8.1 The process of joint scrutiny will be an open and transparent process designed to engage the participating councils, their residents and other stakeholders.

8.2 Meetings will be held in public unless the meeting decides to convene in private in order to discuss confidential information, in accordance with Paragraph 10 of Schedule 3 of this agreement.

- 8.3 The terms of reference, timescale and outline of any review will be agreed by scrutiny pool members appointed at their annual meeting.
- 8.4 Different approaches to scrutiny reviews may be taken in each case but members will seek to act in an inclusive manner and will take evidence from a wide range of opinion. It will make specific efforts to engage with hard to reach groups.
- 8.5 The primary objective of any panel established under these arrangements will be to reach consensus on its recommendations, but where a minimum number of 2 members express an alternative to the majority view, they will be permitted to produce a minority report.
- 8.6 Voting if needed will be by show of hands and a simple majority will be required to approve any recommendation.

## **9. Budget and Administration**

- 9.1 The annual meeting of scrutiny pool members will prepare a budget to cover the costs of operating these arrangements and will submit this to the Board before referral to each participating authority for agreement. The timetable for submission of the budget proposal will be determined by the participating authorities.
- 9.2 Contributions to the budget of the joint scrutiny arrangements shall be in accordance with paragraph 16.2 of the operating agreement.
- 9.3 The first budget for the joint scrutiny arrangements will be determined by the agreement of all the participating authorities.
- 9.4 The budget will be required to meet all officer support to the joint scrutiny arrangements, including research support.
- 9.5 The decisions and recommendations of any panels set up under these arrangements will be communicated to the Board, other scrutiny pool members and participating Parties as soon as possible after resolution by those appointed to any such panel.

## **10. Support and advice to joint scrutiny arrangements**

- 10.1 Members appointed to any Scrutiny panel under these arrangements may ask individuals or groups to assist it on a review by review basis and may ask independent professionals for advice during the course of reviews. Such individuals or groups will not be able to vote.
- 10.2 Members appointed to any Scrutiny panel under these arrangements may invite any other person to attend their meetings to answer questions or give evidence; however attendance by such persons cannot be mandatory.

## Manchester City Region Governance – Frequently Questions and Answers

### Q.1 What is a city region?

When we talk about a City Region in the context of Manchester we are talking about an area which is bigger than any individual local authority which has City status. So whilst within Greater Manchester both Manchester and Salford are cities, they only form part of a City Region:

The generally accepted use of the term city region is to define an urban area which evidence shows has one economic “footprint” from which a central area draws people for work and services such as shopping, education, leisure and entertainment.

The ‘Manchester’ City Region – depending on what statistics you use - has a varying shape and size and can spread into parts of Cheshire, Lancashire and even Derbyshire. But more generally we use ‘city region’ to mean the administrative area of Greater Manchester. This is because it is that area which has a ‘joined up’ series of local government administrative functions (such as Transport, Police, Fire & waste) and also a strong coalition of 10 councils, operating as AGMA.

### Q2. Why Do City Regions Matter?

Academics believe that strong city regions are crucial to economic growth and Government in the UK is increasingly acknowledging them as the driving force of economic achievement. Strengthening city region governance is widely believed to help strengthen the city region’s economy and there is a view that the country needs strong city regions (e.g. Greater Manchester) as well as strong regions (e.g. the North West), particularly if areas outside London and the South East are to ‘catch up’ on issues such as improving economic performance, reducing worklessness and improving health.

### Q3 Why is Governance in a City Region Important?

There are three reasons for trying to develop successful and dynamic City Regions:

- driving economic competitiveness and skills development
- supporting and facilitating investment in transport infrastructure and;
- building sustainable communities, i.e. places where people choose to live.

If this is to happen successfully, local authorities and other partners in the city region need to align spending programmes within a coherent policy framework.

The other important factor is to ensure that any form of city region governance is democratic and accountable, and can provide the essential leadership and therefore the capacity to drive this process of economic and social change.

From our perspective there are a number of policy areas which need coordinated action and cooperation at a city region level as well as local activity and delivery. Business does not operate within local authority boundaries and there are strong economic, transport, health and public protection issues common across Greater Manchester. And whilst there is no suggestion of local authorities ceasing to determine planning applications, it obviously makes sense for us to cooperate in terms of planning policies across Greater Manchester.

**Q4 So what are the problems with the existing governance arrangements in Greater Manchester?**

AGMA and its partners in the City Region have achieved much; but there remain obstacles to progress in a number of key areas. Individual agencies have only limited freedom to develop specific, spatially focused, approaches to delivery of key services at a city region level. They are often driven by nationally determined targets and priorities which override local concerns.

Even where this is not a problem we do not have an effective accountable decision making framework in Greater Manchester to enable priorities to be developed and agreed; and then to manage performance.

Put simply, there is no single or integrated focus for co-ordination and action which brings together all the key players in Greater Manchester which possesses the resources and powers to make a difference.

Consequently, if we were able to introduce a new governance model we would have more opportunities – and powers – to be able to commission; as a group of 10 authorities working together, activities, projects and programmes which would help us grow the city region and tackle current and deep seated inequalities that are found across the whole of Greater Manchester.

**Q5 What are we proposing as a new governance model**

1. A high level Executive Board formed of the Leaders of the 10 Authorities; linked to an advisory Business Leadership Council
2. Strategic Commissions – with both elected members and others - with responsibility for policy development for:
  - Health
  - Planning and housing
  - Transport
  - Economic development
  - Environment
  - Public protection
  - Improvement and efficiency

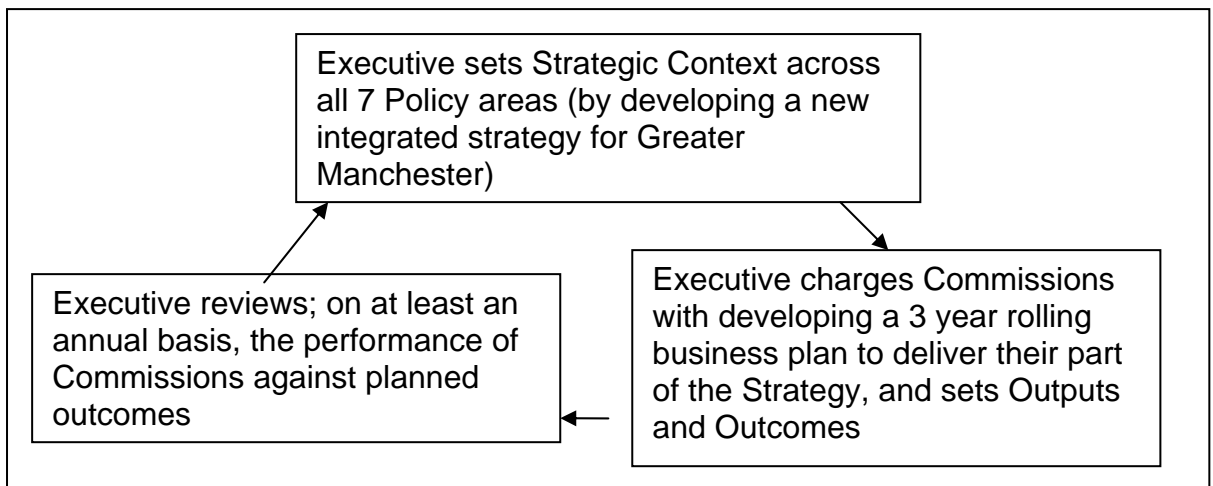
within a remit set by the Executive Board

3. A means of ensuring the accountability of these arrangements by:-
- requiring leaders to report back on decisions taken by the Board within their own authority, which can then be linked to individual authorities own scrutiny processes
  - the ability of any local authority to refer any decision taken by one of the Commissions for consideration by the Executive board if there are any concerns
  - a separate scrutiny & call in process within AGMA involving elected members from each of the AGMA authorities.

**Q6. How will this Governance Model operate?**

**The Executive Board** will have the overarching leadership and decision making role in areas where the 10 authorities agree that that role should be carried out at an AGMA wide level. The principle is that the Board should reach decisions without the need for a vote. If a vote was needed, for significant decisions 7 of the 10 members on the Board would have to be in favour.

The **relationship between the Executive Board and the Commissions** is best illustrated by the following diagram:-



**The Business Leadership Council** will:-

- advise the Executive Board on its ongoing policies and priorities;
- conduct its own reviews on the areas it believes will determine the future economic well-being of the Manchester City Region; and
- where issues are particularly important, have the power to make recommendations directly to the Executive Board.

## **Q7 Doesn't this take powers away from the existing Local Authorities ?**

No, the proposals are based around the principles that the 10 authorities within AGMA remain 'sovereign' and keep their existing statutory functions. The aim of the proposals is to provide a structure which gives AGMA more of a legal basis than it had before in being able to:-

- show to Government and other agencies that we are fit for purpose in terms of delegating down responsibilities and decisions on resource allocation from a national or regional level to a Greater Manchester level. This actually means more local democratic accountability for those decisions than has happened before because of the planned structure explained in question 5 above
- build accountability for delivery in Greater Manchester between the 10 authorities and other delivery partners, based on our priorities and our agreed goals

If we get this right and the Government recognises this it should actually give more accountability and control to local authorities by enabling decisions to be taken at a G Manchester level – with direct links in to each of the 10 Councils - rather than by national or regional bodies with no democratic accountability.

## **Q8 Won't this just be a talking shop? What do we stand to gain?**

To an extent that is up to us. But as an example, here are some of the levels of investment that are put into Greater Manchester over which we currently have little collective influence:-

- up to £50m investment in the economy from NWDA and other public sector bodies between now and 2011
- a significant amount of the £300m new ERDF programme for the North West, which runs until 2013 (given that G Manchester accounts for approx 46% of the eligible population)
- the priorities for housing investment, of which the Government has currently allocated £837m for the next 3 years for N West England
- Approximately £90 million of public sector funding currently being spent on worklessness, skills and employer engagement activity (excluding mainstream Job Centre + investment)

We would also have the potential in the future – depending on how far AGMA authorities wish to develop their shared working - to align other funding programmes to support shared outcomes, for instance on:-

- The Deprived Area Fund
- the Working Neighbourhoods Fund
- Area Based Grants

but any decisions on matters like that would need to be taken at the time and would not automatically follow from agreeing this constitution.

**Q9 Why can't we do this now? Why do we have to change?**

AGMA currently has no formal way of taking on the sort of responsibilities detailed in question 8 above under its current structures. It is not a legal entity and the Executive operates under a constitution but is not formally a joint committee which can take any binding decisions. That is why we need to change. The Government have informally indicated to us that our proposed arrangements would be suitable for our ambitions.

**Q10 So why not go the 'whole hog' and have an elected mayor across all of Greater Manchester?**

The proposals have been developed on the basis that we already have a history of strong leadership within Greater Manchester and a track record of delivering complex and important projects across the conurbation such as Metrolink. We want to build on that history and retain the democratic links to each of the 10 local authorities, rather than start something new. Once powers are ceded to any 'Mayor for Greater Manchester' part of local authorities existing sovereignty is lost; probably for good.

The comparison is often made between Greater Manchester and London. However the difference between the two is that in London there is a strong cultural identification with '*London*'. In Greater Manchester the identification is more with individual towns and neighbourhoods. However we have a long history of joint working and partnership building upon our key economic assets and the many areas that make up '*Greater*' Manchester. Therefore our proposed form of governance is based on an Executive formed from the leaders of the 10 Greater Manchester councils, reflecting that history and the different cultural and neighbourhood perspectives between London and Greater Manchester.

Finally, what we are proposing mirrors the arrangements that we have at a regional level within the North West. The old North West Regional Assembly is being replaced by a Leaders Forum which is based on an alliance of strong sub regions, including Greater Manchester. What we want to do is create a strong alliance of local authorities within Greater Manchester.

**Q11 How does this all link in to a new 'Metropolitan Area Agreement' (MAA)?**

MAAs are designed to be cross-boundary local area agreements (LAAs). They bring together partners in flexible ways to tackle issues that are best addressed in at a sub-regional level. The agreement of an MAA would be one way – there could be others - in which AGMA could 'contract' with the Government and other agencies in order to manage and develop programmes across Greater Manchester in areas such as:-

- skills deficits
- housing market imbalances
- transport and infrastructure projects
- economic development

MAAs complement and do not duplicate the work of existing LAAs, the new performance framework or existing regional strategies. MAAs are similar to LAAs in that strategic partners across boundaries can agree targets and pooling of funding arrangements.

**Q12 This looks fine on paper – but how do we know it won't be changed for the worse if/when we agree this locally?**

If the 10 authorities approve AGMA's new constitution we won't know until we start operating it whether we will need to alter anything in the light of operational experience. However there are a number of safeguards which should guard against any concerns of this sort

Any amendments to the constitution would need to be agreed by not only 7 of the leaders on the Executive Board, but also 7 of the 10 authorities signing the agreement. There is also the option for an authority to leave the agreement – provided notice is given - for those areas where it would wish to operate independently. This already happens. Wigan is not part of the G Manchester Waste Disposal Authority and Stockport plays no part in the operation of the G Manchester County Records Office.

**Q13 Up to 1986 we had a 'Greater Manchester County Council'. Isn't this just going back to those days; and creating an expensive new tier of bureaucracy??**

There is certainly no intention to recreate the old County Council. The intention is that – as explained earlier - the 10 local authorities remain sovereign bodies under these new arrangements. Nobody is separately elected to carry out any functions managed at the sub regional level. The decision makers are elected by local people in existing local elections and they will be accountable for their actions at an AGMA level as they currently are for their local actions.

As far as costs are concerned; at a time when local authorities are required to make efficiency savings and focus on services to citizens, grandiose investment in new sub regional governance could not be justified. The Government has also recognised this, by stating in a consultation document on its 'sub national review' that these proposals could not mean an additional precept on the Council tax and that they should aim to be cost neutral, funded by efficiency savings.