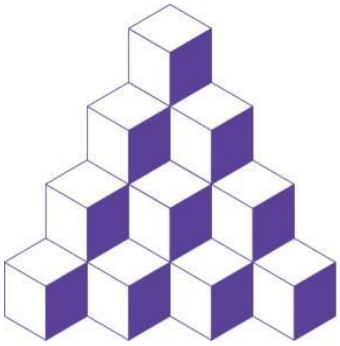


AGMA
ASSOCIATION OF
GREATER MANCHESTER
AUTHORITIES

# THE ASSOCIATION OF GREATER MANCHESTER AUTHORITIES

## CONSTITUTION

**AS AGREED AT A MEETING OF THE ASSOCIATION ~~IN TRAFFORD ON 27 NOVEMBER 2015~~**

# Operating agreement and Constitution

# (Joint Arrangements) Committee

This agreement is made on ~~November 27th 2015~~ 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, or is a combined authority within the meaning of the Local Democracy, Economic Development and Construction Act 2009.

(2) The Executive and full Council of each of the Parties (or in the case of a combined authority a meeting of that combined authority) has determined by resolution to establish (or to subsequently join) this joint committee for the purposes of exercising agreed functions over their 'combined administrative area'.

(3) The joint committee was established as the (Joint Arrangements) Committee and is called the AGMA Executive Board, AGMA being the acronym for the Association of Greater Manchester Authorities.

(4) The Greater Manchester Combined Authority ("the GMCA") was established on 1 April 2011 with a remit covering transport, economic development and regeneration functions, and it was subsequently agreed that the GMCA may join the AGMA Executive Board as a Full Member (it having previously been an Associate Member of AGMA).

THIS AGREEMENT witnesses as follows:

1. <u>Key principles</u>

1.1. The Parties are committed to joint working in relation to the functions covered by this Agreement.

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

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

'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.

'elected member' includes, in addition to elected councillors, an Elected Mayor ~~and, in the case of the GMCA, also an Interim Mayor~~.

'Commission Work Programme' means an annual Work Programme required to be agreed by the Board under section ~~8~~7.4 of this constitution. One will be required for each Commission set up under section ~~8~~ 7 of this constitution. It will set out the main areas of work, objectives and targets for each Commission for the forthcoming year plus any financial requirements in terms of contributions from the Parties, to be determined under clause ~~16~~15.2 of this constitution. Commissions may, at their discretion or if required by the Board, seek to formally amend or revise their Work Programme during each year.

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

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

'GMCA' means the Greater Manchester Combined Authority.

'Leader' includes an Elected Mayor ~~and, in the case of the GMCA, also an Interim Mayor~~.

'Chief Executive' means the Head of Paid Service of an authority.

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.

(iv) Develop joint working arrangements with the GMCA.

4. Powers and functions

4.1. The Board is established under section 9EB of the Local Government Act 2000 and Parts 2 and 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012, 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 each of the Parties to this agreement. Each of the Parties will appoint for each Municipal Year ~~two~~ one additional member~~s~~ of their Executive (or in the case of the GMCA ~~two~~ one additional member~~s~~ of that authority) 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. An individual may not at any given time sit on the Board as a representative of more than one Party. Where, as a consequence of overlapping authority memberships, one Party's additional member currently sits on the Board on behalf of a second Party, that additional member may only act as a substitute for the Leader of the first Party if during the time they do so they are also substituted for in respect of their role representing the second Party.

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 authority or a member of that authority's Executive (or in the case of the GMCA a member of that authority) 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 Rescue Authority.~~
~~**The Greater Manchester Police and Crime Commissioner**~~
~~The Greater Manchester Waste Disposal Authority.~~
The ~~Transport for~~ Greater Manchester Transport Committee.
The Greater Manchester Local Enterprise Partnership

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…. [DN: Functions of the Board in respect of the Business Leadership Council have transferred to the GMCA]*~~

7. Sub-committees/Commissions/advisory groups

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

7.2. 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 or commission will remain constituted.

(iv) chair of the sub-committee or commission or will delegate the appointment to the sub-committee or commission.

7.3. Within the arrangements to be agreed at ~~8~~7.2 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.

7.4. Any Commission created under clause ~~8~~ 7 of this constitution shall be required to produce, on at least an annual basis, a Commission Work Programme for approval by the Board. This Work Programme will need to include any specific budget requirements. The Board will indicate, when confirming each Commission Work Programme, for which elements they are prepared to waive the process described in clauses ~~8~~7.6 and ~~8~~7.7 below. If agreement on issues where the Board are prepared to waive the process set out in ~~8~~7.6 and ~~8~~7.7 cannot be reached without a vote a 2/3 majority of the Participating Parties will be needed as set out in clause ~~12~~11.3 of this agreement.

7.5. The Board shall appoint a Lead Officer in relation to each Commission with delegated authority to take all necessary actions and decisions, in consultation with the relevant Commission, to implement the Work Programme of that Commission which has been approved by the Board.

7.6. Following each meeting of any Commission established under clause ~~8~~7.1 above it will be a requirement of the Chair of the Commission, within two working days of the Commission meeting to provide the AGMA Secretary with a record of proceedings ~~within two working days of each meeting~~. The AGMA Secretary will then e-mail a record of proceedings of the meeting to all members of the Board within two working days of receipt.

7.7. Following the issuing of any record of proceedings from a Commission meeting, any Party may, within 5 working days, refer any item considered at that meeting to the Board for reconsideration, except where it has previously been agreed that this process can be waived as set out in clause ~~8~~7.4 above. The Party must set out the reasons for referral in a Notice signed by the Chief Executive of the Board member or named substitute appointed under clause 6.1. The notice must be served in accordance with clause ~~24~~ 23 of this constitution.

7.8. Any proposed decision on any such issue referred to the Board under clause ~~8~~7.7 above must be considered at the next meeting of the Board and shall not take effect until after the Board has considered the matter.

7.9. In relation to any Commission set up under clause ~~8~~7.1 above, notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 or Part VA and Schedule 12A of the Local Government Act 1972 as appropriate.

8. Delegation to sub-committees and officers

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

9. Meetings and procedure

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

9.2. 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 seats on district councils within the combined administrative area will be regarded as being the largest political group.

9.3. 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 seats on district councils within the combined administrative area will be regarded as being the largest political group

9.4. 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.

9.5. 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.

9.6. The quorum of the Board will be two thirds of participating Parties for any particular function listed in Schedule 1 that is under discussion

9.7. The Board will conduct its business in accordance with this operating agreement and Schedule 3 to this agreement.

10. Agenda setting and access to meetings and information

10.1. The agenda for the Board shall be agreed by the Chair of the Board.

10.2. Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 or Part VA and Schedule 12A of the Local Government Act 1972 as appropriate and the Board Rules of Procedure as set out in schedule 3.

11. Decision making

11.1. 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.

11.2. 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.

11.3. 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. responses to Government consultations.

3. decisions with financial consequences/costs to the member authorities (e.g. AGMA Units contributions, budgets - if any – delegated to individual Commissions, etc).

4. decisions/recommendations on levies/precepts of joint authorities.

5. endorsement of strategic plans produced by the new Commissions.

6. Associate Membership under Clause 6.4.

7. Proposed amendments to this Agreement

11.4. 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.

11.5. For issues not covered in Clauses ~~12~~11.3 or ~~12~~11.4 where agreement cannot be reached without a vote the presumption will be that a two thirds majority of the Parties will be needed.

11.6. 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.

12. Forward Plan

12.1. The Board will produce a register of forthcoming key decisions ("forward plan") in accordance with the requirements of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

13. Scrutiny

13.1. Scrutiny arrangements will be in accordance with the statutory provisions referred to in Schedule 4.~~Operating Agreement between the Parties and the GMCA dated 1st April 2011 which is set out in Schedule 4~~.

14. Lead authorities and allocation of roles

14.1. 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.

14.2. 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.

14.3. 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.

14.4. In order to provide accountability for these support functions, the Board shall appoint: -

(a) The GMCA Head of Paid Service as ~~A~~ Secretary

(b) The GMCA Treasurer as ~~A~~ Treasurer

(c) Such other officer(s) as may be deemed appropriate.

These appointments may be terminated and/or new appointments made at any Meeting of the Board.

14.5. 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~~15.

15. Budgetary arrangements/ delegated funds

15.1. 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.

15.2. Each party to this levy agreement shall agree to pay a contribution to fund the budget as unanimously agreed by the Parties or, in default of agreement, proportionate to its resident population at the relevant date as estimated by the Registrar General.

15.3. For the purposes of Clause ~~16~~15.2 the relevant date is 30th June in the financial year which commenced two years previously.

16. Amendments to this operating agreement

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

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

17. New membership and cessation of membership

17.1. 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.

17.2. 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.

17.3. 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.

18. Dispute resolution

18.1. Any dispute between the Parties arising out of this Agreement which cannot be settled by the Chief Executives 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.

19. Mutual indemnification

19.1. 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~~14.2.

19.2. 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.

20. Intellectual Property

20.1. 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.

20.2. 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.

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

21.1. 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.

21.2. 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).

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

22. Severability

22.1. 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.

23. Notice

23.1. 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

Association of Greater Manchester Authorities
c/o Governance & Scrutiny Team
GMCA
Churchgate House
56 Oxford Stree
Manchester
M1 6EU
~~GMIST~~
~~PO Box 532~~

~~Manchester City Council~~
~~Town Hall~~
~~Manchester~~
~~M60 2LA~~
~~Fax: 0161 236 6459~~
~~E-mail: info@agma.gov.uk~~

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.

24. Counterparts

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

25. Exercise of statutory authority

25.1. 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.

26. Appointment to External Bodies

26.1. Not less than two months before the Annual Meeting of the Board 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.

26.2. 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 Clause ~~27~~26.1 of this agreement.

26.3. Nothing in Clause ~~27~~26.2 should be taken as assuming that any positions held by any person at the time that the Secretary issues information under Clause ~~27~~26.1 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.

26.4. 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.

SCHEDULE ONE

A. General functions

1. To promote and improve the economic, social and environmental well-being of Greater Manchester, and to assist the GMCA in the production of an integrated strategy for Greater Manchester to set out the key economic, social and environmental objectives for the combined administrative area.

2. Where the Parties have decided it is appropriate to operate at the level of the combined administrative area,

   (a) development and adoption of sub regional strategic policies and plans

   (b) 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 the Parties and effecting appropriate consultation with them and taking appropriate action.~~

~~7.~~6. ~~Receive on an annual basis a report on the management and performance of the Greater Manchester Superannuation Scheme and the Pension Fund~~.

C Planning & Housing

~~8.~~7. 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.

~~9.~~8. 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.

~~10 To develop and coordinate the operation of a Greater Manchester Housing strategy.~~

~~10. 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.~~

~~D Environment~~

12 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.

13 Establish, and where appropriate, provide a governance pathway for agencies, groups and organisations whose remit is to drive forward environmental priorities.

14 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.

15 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.

E Health

16 To develop a shared health vision for Greater Manchester.

17 To provide leadership and challenge for the development and delivery of high level health indicators within the context of a shared vision.

18 To coordinate the necessary response within Greater Manchester to the Audit Commission Review of health Inequalities within Greater Manchester and any such subsequent reviews.

19 To oversee, when appropriate, any interface between health and social care functions where this is appropriate at a Greater Manchester level.

F Public Protection

20 To, oversee where appropriate, measures to protect the community from terrorism, disasters and organised crime.

21 To collaborate in measures to ensure reduction in crime and disorder and to improve community safety.

22 To co-ordinate measures to improve service delivery in the field of public protection to ensure services that best meet the needs of the community and raise public confidence.

G Improvement and Efficiency

23 To establish a Manchester City Region Improvement and Efficiency Strategy.

24 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~~.

H . Other Miscellaneous Functions

~~11.~~9. To act as: -

i.) the joint committee for trading standards and related functions for the purposes of paragraph 15 of Schedule 8 to the Local Government Act 1985;

~~ii.) a joint committee in respect of the grants and schemes pursuant to Section 48 of that Act (subject to the provisions of that section and taking account of the fact that the GMCA is not a constituent council for the purposes of a Section 48 scheme);~~

~~iii.) a joint committee in respect of schemes and relevant activities under Section 88 of that Act;~~

~~iv.)~~ii.) a joint committee in respect of the Greater Manchester County Record Office;

~~v.)~~iii.) a joint committee for such other purpose or purposes as all the Parties concerned may at any time agree.

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; and

~~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;~~

~~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; and~~

(m) approve 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 Board in the June of each year.

   The AGM will annually elect –

   The Chair
   Vice Chairs

   See Paragraphs ~~10~~ 7 of the Operating Agreement.

2. Duration of Appointments.

   See Paragraph 6 of the Operating Agreement.

3. Servicing.

   See paragraph ~~15~~14.3 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 a meeting of the Board 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 meeting of the Board.

(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 7, 8, and 9 ~~and 10~~ of the Operating Agreement.

5. Substitutes.

See Paragraph 6 of the Operating Agreement.

6. Sub-Committees.

See Paragraphs ~~8 & 9~~7 & 8 of the Operating Agreement.

7. Voting.

See Paragraph ~~12~~ 11 of the Operating Agreement.

8. Quorum.

See Paragraph ~~10~~ 9 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 words
but 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 Chair 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 Regulation 4(2)(a) of the The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012; 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 100I of the Local Government Act 1972 (and Regulation 2 of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012). 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. Public Rights of Appeal

i) This Rule applies where a member of the public has requested the Secretary that a report to be considered at a meeting of the Board or any public meeting of a Committee or Commission operating under this constitution which contains exempt information should be discussed in the public part of the agenda or that s/he should have access to inspect the report or any background document

ii) If the Secretary (after consulting the Chief Officer responsible for the report) agrees to the request, the report (and any requested background document) will be made available to the member of the public and on the GMCA/AGMA website.

iii) If the Secretary (after consulting the Chief Officer responsible for the report) refuses the request, s/he must give the member of the public reasons for the decision, together with details of the appeals procedure.

iv) The process for appealing against the Secretary's decision is as follows:

(a) the appellant must write to the Secretary at least 24 hours before the meeting in question and any request after this time will be invalid.
(b) The appeal will be dealt with in private as the first item on the agenda
(c) The Secretary or the relevant Chief Officer will give the reasons for their decisions (without the appellant being present) and will answer questions from members
(d) The appellant will then be called into the meeting and the Chair will summarise the reasons given for the refusal

(e) The appellant will be given an opportunity to address the meeting give and to justify their request and members will be able to ask questions of the appellant (but having regard to the confidentiality of the item)

(f) The appellant will then withdraw and the meeting will consider and determine the appeal

12. 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.

13. 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~~23.1 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 address specified in Paragraph ~~24~~23.1 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 Board, 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 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.

## ~~15a Public Rights of Appeal~~

~~This Rule applies where a member of the public has requested the Secretary that a report to be considered at a meeting of the Board or any public meeting of a Committee or Commission operating under this constitution which contains exempt information should be discussed in the public part of the agenda or that s/he should have access to inspect the report or any background document~~

~~If the Secretary (after consulting the Chief Officer responsible for the report) agrees to the request, the report (and any requested background document) will be made available to the member of the public and on the GMCA website.~~

~~If the Secretary (after consulting the Chief Officer responsible for the report) refuses the request, s/he must give the member of the public reasons for the decision, together with details of the appeals procedure.~~

~~The process for appealing against the Secretary's decision is as follows:~~

~~(a) the appellant must write to the Secretary at least 24 hours before the meeting in question and any request after this time will be invalid.~~

~~(b) The appeal will be dealt with in private as the first item on the agenda~~

~~(c) The Secretary or the relevant Chief Officer will give the reasons for their decisions (without the appellant being present) and will answer questions from members~~

~~(d) The appellant will then be called into the meeting and the Chair will summarise the reasons given for the refusal~~

~~(e) The appellant will be given an opportunity to address the meeting give and to justify their request and members will be able to ask questions of the appellant (but having regard to the confidentiality of the item)~~

~~(f) The appellant will then withdraw and the meeting will consider and determine the appeal~~

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

Scrutiny Arrangements

~~**[The former content of Schedule 4 was replaced by the new scrutiny arrangements contained in Schedule 3 of the Operating Agreement between the Parties brought into effect on 1st April 2011 and amended June 2012 as set out below (note that the references therein to "this Constitution" are to the GMCA Constitution).]**~~

**The former content of Schedule has been superseded by the statutory scrutiny arrangements established under Combined Authorities (Overview and Scrutiny Committees, Access to Information and Audit Committees) Order 2017 and the Local Authority (Public Health, Health and Wellbeing Boards and Health Scrutiny) Regulations 2013.**

**Extract from GMCA Operating Agreement Schedule 3**

**Scrutiny Arrangements for GMCA, TfGMC and TfGM**

1. Introduction

**1.1 Schedule 3 to the Operating Agreement dated 1st April 2011 and made between (1) the GMCA and (2) the Constituent Councils contains a protocol that provides a framework for carrying out joint scrutiny work of -**

(a) The AGMA Executive Board;

(b) The GMCA;

(c) TfGMC; and

(d) TfGM

1.2 The key provisions of this Scrutiny Protocol in relation to the GMCA, TfGMC and TfGM are set out for information below.

1.3 The Scrutiny Protocol will be reviewed annually to ensure that it remains relevant.

1.4 References in these Arrangements to major and strategic decisions of the TfGMC taken in accordance with the delegations set out in Part 3 Section B II of this Constitution include major and strategic decisions taken by sub-committees of TfGMC in accordance with such delegations.

**2. Objectives of scrutiny of the GMCA, TfGMC and TfGM**

2.1 These arrangements have been established to act as a focus for the scrutiny and challenge of the GMCA, the TfGMC and the TfGM, and for investigating matters of strategic importance to residents within the combined administrative area covered by the Constituent Councils.

2.2 The role of these arrangements will include:-

(a) monitoring:-

(i) the decisions of the GMCA; and

(ii) major and strategic decisions of the TfGMC which are taken by the TfGMC in accordance with the delegations set out in Part 3 Section B II of this Constitution;

and to make recommendations for improvement and/or change;

(b) investigating matters of strategic importance to residents of the Constituent Councils and reporting with recommendations to the GMCA or the TfGMC as appropriate;

(c) reviewing the performance of the GMCA against objectives within the Greater Manchester Strategy;

(d) facilitating the exchange of information about the work of the GMCA and the TfGMC and to share information and outcomes from reviews;

(e) The role of these arrangements in relation to the TfGM will include:

(i) monitoring the TfGM's delivery of transport services against the Local Transport Plan and to make recommendations for improvement and/or changes;

(ii) obtaining explanations from the TfGM regarding its delivery of transport services.

(f) The terms of reference for these scrutiny arrangements and the work programme in relation to scrutiny of the GMCA and the TfGMC will be subject to an annual review.

**3. Operation of Scrutiny Arrangements for GMCA, TfGMC and TfGM**

3.1 A pool of elected members (the "Scrutiny Pool") will be established which will comprise of 3 councillors from each of the Constituent Councils. Appointees to the Scrutiny Pool must not be members of the Executive Board, the GMCA (including substitute members) or the TfGMC. Both sexes must be represented within the 3 elected members from each of the Constituent Councils.

3.2 Appointments to the Scrutiny Pool by the Constituent Councils will be made in accordance with the principles of political balance set out in Section 15(5) of the LGHA 1989.

3.3 Any elected member appointed to the Scrutiny Pool under these scrutiny arrangements who is also appointed to any Committee or Sub-Committee of the GMCA cannot participate in the operation of the scrutiny arrangements on any issues which were taken at any meeting of the GMCA or any Committee or Sub-Committee of the GMCA at which they were present.

3.4 The term of office for members of the Scrutiny Pool will be one year from the date of the annual council meeting of the Constituent Council that appoints them to the Scrutiny Pool unless:-

(a) they cease to be an elected member of the Constituent Council that appointed them;

(b) they wish to no longer participate in these arrangements; or

(c) the Secretary to AGMA is advised by any of the Constituent Councils that it wishes to change one or more of its appointees to the Scrutiny Pool in accordance with paragraphs 3.1-3.3 of this Clause 3.

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 the Scrutiny Pool members may decide.

**4. Meetings of Scrutiny Pool Members**

4.1 The members appointed to the Scrutiny Pool under Clause 3 above will hold at least one joint annual meeting and may convene additional joint meetings in accordance with these arrangements.

4.2 At the annual joint meeting the Scrutiny Pool members will:

(a) elect a Chair and Vice Chair. The Chair and Vice Chair must come from different political groups.

(b) determine the areas of review and scrutiny that they wish to pursue during the ensuing 12 months.

(c) 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 Clause 4 will be 10, and must include representatives of at least 7 of the Constituent Councils.

4.4 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 Clause 4 will be decided by the Chair and notified to Constituent Councils for inclusion on their Council web sites.

4.6 Notice of the annual meeting and any other joint meetings held under this Clause 4 will be sent to each Scrutiny Panel member in accordance 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 Clause 4; however, any member of the Scrutiny Panel will be entitled to require an item to be placed on the agenda for the meeting.

4.8 Subject to paragraphs 4.1-4.7 of this Clause 4, meetings will proceed in accordance with the Rules of Procedure set out at Schedule 3 to the AGMA Operating Agreement.

**5. Call in of decisions**

**5.1 Call in of decisions of GMCA and TfGMC**

(a) Members of the Scrutiny Pool appointed under this Protocol will have the power to call in:

(i) any decision of the GMCA;

(ii) any major or strategic decision of the TfGMC which is taken by the TfGMC in accordance with the delegations set out in Part 3 Section B II of this Constitution.

5.2 **Publication of Notice of Decisions**

(a) When:

(i) a decision is made by the GMCA; or

(ii) a major or strategic decision is made by the TfGMC in accordance with the delegations set out in Part 3, Section B II of this Constitution;

the decision shall be published, including where possible by electronic means, and shall be available from the 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 Scrutiny Pool within the same timescale.

(b) The notices referred to at subparagraph 5.2(a) above will bear the date on which they are published and will specify that the decision will come into force, and may then be implemented, as from 4.00 pm on the fifth day after the day on which the decision was published, unless 5 members of the Scrutiny Pool object to it and call it in.

**5.3 Call-in of decisions of the GMCA, and the TfGMC**

(a) During the "Call-in" period specified at subparagraph 5.2(b) above the Secretary shall:-

(i) call-in a decision of the GMCA for scrutiny by a joint meeting of Scrutiny Pool members if so requested by any five members from the Scrutiny Pool, and shall then notify members of the GMCA of the call-in. The Secretary shall call a joint meeting of Scrutiny Pool members on such date as he/she may determine, where possible after consultation with the Chair of the Scrutiny Pool, and in any case within 2 weeks of the decision to call-in;

(ii) call in a major or strategic decision made by the TfGMC in accordance with the delegations set out in Part 3, Section B II of this Constitution for scrutiny by a joint meeting of Scrutiny Pool members if so requested by any five members from the Scrutiny Pool, and shall then notify members of the TfGMC of the call-in. The Secretary shall call a joint meeting of Scrutiny Pool members on such date as he/she may determine, where possible after consultation with the Chair of the Scrutiny Pool, and in any case within 2 weeks of the decision to call-in.

(b) If, having considered:-

(i) a decision made by the GMCA; or

(ii) a major or strategic decision made by the TfGMC in accordance with the delegations set out in Part 3, Section B II of this Constitution

the joint meeting of Scrutiny Pool members is still concerned about it, then it may refer it back to the GMCA or the TfGMC (as appropriate) for reconsideration, setting out in writing

~~the nature of its concerns. If a decision is referred by a joint meeting of Scrutiny Pool members to the GMCA or the TfGMC (as appropriate), then the GMCA or the TfGMC (as appropriate) will reconsider the decision before adopting a final decision.~~

~~(c) If, following an objection to:-~~

~~(i) a decision of the GMCA; or~~

~~(ii) a major or strategic decision made by the TfGMC in accordance with the delegations set out in Part 3, Section B II of this Constitution;~~

~~the joint meeting of Scrutiny Pool members does not refer it back to the GMCA or the TfGMC (as appropriate) for reconsideration, the decision shall take effect on the date of the joint meeting of Scrutiny Pool members.~~

~~(d) The call-in procedure set out above, shall not apply where:-~~

~~(i) the decision being taken by the GMCA; or~~

~~(ii) the major or strategic decision made by the TfGMC in accordance with the delegations set out in Part 3, Section B II of this Constitution ;~~

~~is urgent.~~

~~(e) For the purposes of subparagraph 5.4(d) above a decision will be urgent if any delay likely to be caused by the call-in process would seriously prejudice the interests of the GMCA, the Constituent Councils, or the residents and/or businesses of Greater Manchester. The record of the decision and the notice by which it is made public shall state whether in the opinion of the decision making body, (having considered the advice of the Head of Paid Service and/or the Monitoring Officer and/or the Treasurer) the decision is an urgent one, and therefore not subject to call-in. The GMCA or the TfGMC (as appropriate) must agree both that the decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency.~~

~~(f) The call-in procedure set out above shall not apply where, in relation to -~~

~~(i) a decision taken or matter to be considered by the GMCA or the Executive Board, or~~

(ii) a major or strategic decision taken or to be considered by TfGMC, or

(iii) a decision or matter that has already been reviewed by the Scrutiny Pool members under either the call-in procedure or pre-policy scrutiny.

## 6. Key principles for the operation of the scrutiny arrangements

6.1 The Constituent Councils 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 other bodies or agencies.

6.2 Members of the Scrutiny Pool will, when considering reviews, determine whether the issue is more appropriately dealt with by one of the Constituent Councils or elsewhere and will not duplicate the work of existing bodies or agencies.

6.3 Subject to prior consultation, the Constituent Councils 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 Constituent Council 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.

6.6 Members appointed under these arrangements may request the attendance of officers employed by the Constituent Councils 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 Constituent Council. If any request is declined by the Chief Executive, he/she must state the reasons for so doing.

6.7 When considering any matter in respect of which a Scrutiny 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 of 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 Scrutiny Pool will establish Scrutiny Panels to undertake agreed scrutiny reviews. Membership of the Scrutiny Panels will be determined at the annual meeting and the principle of political balance from across Scrutiny Pool members must be applied when membership is agreed.~~

~~7.2 Scrutiny Panels established by this Clause 7 shall include representatives from at least 7 of the Constituent Councils. Each Scrutiny 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 Scrutiny Panel must come from different political groups.~~

~~7.3 Scrutiny Panels established under this Protocol must be appointed to carry out specific scrutiny tasks and be time limited. Their continuation will be subject to confirmation at each annual meeting of the Scrutiny Pool members. Any Scrutiny Panel continuing for more than two years must be subject to confirmation by the Executive Board and/or the GMCA as appropriate.~~

~~7.4 The Executive Board and/or the GMCA may also, if they choose, request that a Scrutiny Panel drawn from amongst members appointed under Clause 3 of this Protocol be appointed to examine a specific issue in more detail and report back its findings to the Executive Board and/or the GMCA as appropriate.~~

## ~~8. Reviews and recommendations~~

~~8.1 The process of joint scrutiny will be an open and transparent process designed to engage the Constituent 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 or exempt information, in accordance with the relevant provisions of the LGA 1972 or LGA 2000.

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. The Scrutiny Pool will make specific efforts to engage with hard to reach groups.

8.5 The primary objective of any Scrutiny 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 a 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 in the forthcoming year and will submit this to the Executive Board and to the GMCA for agreement.

9.2 Contributions to the costs of the joint scrutiny arrangements shall be determined by apportioning the costs in such proportions as the Constituent Councils unanimously agree or, in default of such agreement, in proportion to the total resident population at the Relevant Date of the area of each Constituent Council as estimated by the Registrar General.

9.3 The budget will be required to meet all officer support to the joint scrutiny arrangements, including research support.

9.4 The decisions and recommendations of any Scrutiny Panels set up under these arrangements will be communicated to the Executive Board and/or the GMCA and/or the

TfGMC and/or the TfGM as appropriate, other Scrutiny Pool members and Constituent Councils as soon as possible after resolution by those appointed to any such Scrutiny Panel.

## 10. Support and advice to 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.

## 11. Linking Sub-Regional Scrutiny with Local Scrutiny

11.1 The Scrutiny Officer of each Constituent Council will ensure that the work programmes and minutes relating to the work carried out by the Scrutiny Pool in scrutinising the Executive Board, GMCA, TfGMC and TfGM are circulated appropriately within their own Constituent Council's scrutiny arrangements.

11.2 The Secretary shall within 2 weeks of every meeting of a Scrutiny Panel produce an e-briefing or all members of the Constituent Councils that provides a user-friendly summary of the issues discussed at the Scrutiny Panel, together with links to any relevant reports and presentations. The Secretary shall quarterly produce an e-briefing for all members of the Constituent Councils that provides an updated work programme relating to the work to be carried out by the Scrutiny Panels in scrutinising the Executive Board, GMCA, TfGMC and TfGM.

11.3 Each Constituent Council will nominate one of the 3 members of that Constituent Council who have been appointed to the Scrutiny Pool in accordance with paragraph 3.1 of this Protocol to act as that Constituent Council's "AGMA Scrutiny Link". The AGMA Scrutiny Link will be responsible for reporting back to their own Constituent Council on the scrutiny work carried out by the Scrutiny Pool in relation to the Executive Board, GMCA, TfGMC and TfGM. The AGMA Scrutiny Link will also be responsible for reporting to the Scrutiny Pool any issues identified locally by their own Constituent Council which may warrant scrutiny at a sub-regional level. The nomination of an AGMA Scrutiny Link and the way in which this role will be performed will be determined by each Constituent Council.