

Appendix 1

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 1st 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 The Chair, Deputy Chair and Vice Chair 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 three offices will not be occupied by members from the same group.

(b) Subject to (a) the largest political group if any will be entitled to at least one office

(c) Subject to (a) and (b) if two of the offices are represented by one political group the third office must be filled by the other political group with the most places on the Board.

(d) If in the case of (c) above there are two groups with an equal number of seats on the board then the third office must be filled by the political group which holds the most council seats within the combined political area.

10.2 If the Chair is present at a meeting of the Board he/she will preside. If the Chair is not present, the Deputy Chair will preside; if neither the Chair nor Deputy Chair is present the Vice Chair will preside. In the absence of the Chair, Deputy or the Vice Chair, the meeting will elect a Chair for that meeting from those present.

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

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

10.5 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 of Chair, Deputy, or Vice Chair of the Board.
- 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.