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**Manchester City Council  
Report for Resolution**

**Report to:** Executive - 2 February, 2011  
Council - 2 February, 2011

**Subject:** Arrangements for establishing the Combined Authority

**Report of:** Chief Executive

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### **Summary**

Following the Government's decision to proceed with the establishment of the Combined Authority, the Executive in December received an update on the indicative Parliamentary timetable and the steps which need to be taken by AGMA, GMITA and the districts to put the new arrangements in place by 1 April, 2011. This report provides a comprehensive update both on the draft Order and the Parliamentary processes and timetable and it also provides detail on and seeks approval to the suite of constitutional documentation which will enable the Combined Authority and TfGMC to meet in shadow form at the end of February and then as operational bodies at the beginning of April.

### **Recommendations**

The Executive and Council are recommended to:

- 1 note the current position on the draft Order and welcome the progress made on and the positive outcome of negotiations with CLG and DfT;
- 2 note that, although tight, the indicative timetable agreed in November for the laying of the Order and its approval by both Houses of Parliament appears to be achievable;
- 3 note the funding arrangements for 2011/12
- 4 subject to 5 below, agree the following draft documents which provide for the operation of the new governance arrangements to start on 1 April and which are appended to the AGMA Executive Board report:
  - a) The Operating Agreement between the CA and the district councils (Appendix 1)
  - b) The 4 transport protocols (Appendix 2)
  - c) Joint Scheme for the transfer of property, rights and liabilities (Appendix 3)
  - d) Revised AGMA Constitution (Appendix 4)

- 5 delegate to the City Solicitor (in consultation with the Chief Executive and the Leader of the Council) power to agree final amendments to the documents referred to in resolution 4 above and any other documentation associated with establishing the Combined Authority and to arrange for their completion.
- 6 agree to the establishment of a joint Independent Review Panel jointly with other districts to make recommendations in relation first to the payment of allowances to members of TfGMC and subsequently to the payment of allowances to other joint authorities as far as possible and delegate to the Chief Executive authority to make the necessary arrangements to set up the joint Panel.
- 7 to appoint:
  - a) one member and one substitute member to the Greater Manchester Combined Authority.
  - b) five members to the Transport for Greater Manchester Committee (3 Labour, 2 Liberal Democrat)
  - c) three members to the Joint Scrutiny Pool effective from 1 April 2011 (2 Labour, 1 Liberal Democrat)
- 8 delegate to the Chief Executive authority to keep under review and to agree (through the AGMA Wider Leadership Team) amendments to the protocols referred to in paragraph 23 of the attached AGMA Executive Board report.
- 9 in accordance with the Overview and Scrutiny Procedure Rules in the Council's Constitution, and having been advised by the relevant statutory officers, agree that the matter is urgent and exempt from call-in, in that any delay would seriously prejudice the legal position of the Council and the interests of the residents of Manchester.

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**Wards Affected:**

All

<b>Community Strategy Spine</b>	<b>Summary of the contribution to the strategy</b>
Performance of the economy of the region and sub region	The whole objective of the work on governance arrangements and the Combined Authority is to improve significantly the way in which the Greater Manchester authorities work together to enable the sub-region to achieve its full economic potential.

Reaching full potential in education and employment	Effective alignment of key functions will enable Greater Manchester to achieve its full economic potential and secure the economic and social well-being of its people and businesses. Worklessness and skills are key issues within the Greater Manchester Strategy.
Individual and collective self esteem – mutual respect	Improved economic and social outcomes across the sub-region which are translated into local outcomes delivered through the provision of easier and more effective access to education and employment are vital to individual and collective esteem.
Neighbourhoods of Choice	As above. Improved economic and social outcomes for the sub-region are vital to the sustainability of neighbourhoods across Manchester and the sub-region.

**Full details are in the body of the report, along with any implications for:**

- Equal Opportunities Policy
- Risk Management
- Legal Considerations

### **Financial Consequences – Revenue**

There are no revenue consequences arising from this report or the attached AGMA Executive Board report.

### **Financial Consequences – Capital**

There are no capital consequences arising from this report or the attached AGMA Executive Board report.

### **Contact Officers:**

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Penny Boothman	234 3181
Susan Orrell	234 3087
Rodney Lund	234 4019

### **Background documents (available for public inspection):**

Previous reports to meeting of the Executive Board in the period up to March, 2010,

verbal updates at each meeting between March, 2010 and October, 2010 and reports to the Executive Board meeting in November and December, 2010  
Transport Governance Consultation Document, July, 2009  
City Region Governance Consultation Document, January, 2010  
Government Consultation Document, March, 2010 including draft Order  
Localism Bill, December, 2010

## Background

- 1 The Executive will be recall that at its December meeting, it was advised that the Government had decided to proceed with the establishment of the Combined Authority. In this context, it was advised that the indicative Parliamentary timetable as discussed with senior officials of CLG and DfT involved the laying of the draft Order establishing the Combined Authority before both Houses of Parliament in early February with a view to it being made in late March subject to positive resolutions in both Houses. The Executive was also given an update on the steps which need to be taken by AGMA, GMITA and the districts to put the new governance arrangements in place by 1 April, 2011.
- 2 Attached to this report is a report which was considered by the AGMA Executive Board on 28 January. This report provides a comprehensive update both on the draft Order and the Parliamentary processes and timetable and it also provides detail on and seeks approval to the suite of constitutional documentation which will enable the Combined Authority and TfGMC to meet in shadow form at the end of February and then, assuming that the Order has been formally made, as operational bodies at the beginning of April. It is not proposed to duplicate in this report the content of the AGMA report since the latter report is already very detailed and comprehensive.
- 3 AGMA Executive Board agreed the recommendations at the beginning of the report and gave its approval to the various constitutional documents including the Operating Agreement, the 4 transport protocols and the joint scheme for the transfer of property, rights and liabilities which together will provide the constitutional framework within which the new governance arrangements will operate. It recommended the 10 district councils to submit these documents to their Executives/Cabinets and full Councils, to obtain appropriate delegations to enable the documents to be finalised and it agreed that each district council should appoint members appropriately to the Combined Authority, TfGMC and the Scrutiny Pool. Finally, it noted the funding arrangements for 2011/12 and requested a report on future years' funding arrangements in advance of the start of the budget process for 2012/13 and it requested each district council to agree to the establishment of a joint Independent Review Panel in relation to the payment of allowances to members of TfGMC by each council with the Chief Executive being given authority to make the necessary arrangements. In this regard the Executive Board asked that this is progressed so that the amendments agreed can be made to the districts' schemes so as to be operative from the 1 April. They also agreed that the independent panel should as far as possible be engaged to review the schemes for the other joint authorities as a next stage with a view to achieving a consistent approach
- 4 In order that the Combined authority and TfGMC can operate from 1 April, it is essential that the documentation can be agreed as soon as possible and that the CA and TfGMC should be able to meet in shadow form on 25 February. Any delay caused by call-in would, in the opinion of the Chief Executive and the City Solicitor seriously prejudice the legal position of the Council and the

interests of the residents of Manchester. Therefore, the Executive is asked to agree that its decisions on the matter are urgent and should be exempted from call-in. In this respect, it should be noted that the principal documents are based on a Final Scheme which was approved by the Executive and Council and which was subject to Overview and Scrutiny, and that the documents have been submitted for approval by all members of the Council. In addition, there will be further opportunities for the Resources and Governance Overview and Scrutiny Committee and the AGMA Scrutiny Pool to review the governance arrangements.

- 5 Detailed recommendations for approval as far as this Council are concerned are set out at the beginning of this report.

## **Key Policies and Considerations**

### **(a) Equal Opportunities**

No direct consequences for equal opportunities.

### **(b) Risk Management**

The approval and implementation of the new governance arrangements are dependant on the approval by all 10 districts at their February meetings. The prior approval of the AGMA Executive Board should minimise any risk associated with this process.

### **(c) Legal Considerations**

These are fully covered in the attached AGMA Executive Board report.

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## ASSOCIATION OF GREATER MANCHESTER AUTHORITIES

**COMMITTEE: EXECUTIVE**

**DATE: 28 JANUARY, 2011**

**SUBJECT: ARRANGEMENTS FOR ESTABLISHING THE COMBINED AUTHORITY**

**FROM: CHAIR, WIDER LEADERSHIP GROUP**

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### PURPOSE OF REPORT

Following the Government's decision to proceed with the establishment of the Combined Authority, the Executive Board at each of its last two meetings has received an update on the outstanding issues being discussed with CLG and DfT on the Order, the indicative Parliamentary timetable and the steps which need to be taken by AGMA, GMITA and the districts to put the new arrangements in place by 1 April, 2011. This report provides a comprehensive update both on the draft Order and the Parliamentary processes and timetable and it also provides detail on the suite of constitutional documentation which will be submitted to the AGMA authorities during February to enable the Combined Authority and TfGMC to meet in shadow form at the end of February.

### RECOMMENDATIONS

The Executive is recommended to:

- 1 note the current position on the draft Order and welcome the progress made on and the positive outcome of negotiations with CLG and DfT;
  - 2 note that, although tight, the indicative timetable agreed in November for the laying of the Order and its approval by both Houses of Parliament appears to be achievable;
  - 3 agree the following draft documents which provide for the operation of the new governance arrangements to start on 1 April and which are appended to the report:
    - a) The Operating Agreement between the CA and the district councils (Appendix 1)
    - b) The 4 transport protocols (Appendix 2)
    - c) Scheme for the transfer of property, rights and liabilities (Appendix 3)
    - d) Revised AGMA Constitution (Appendix 4)
- and to recommend the 10 district councils to submit them for approval by their Executives/Cabinets and full Councils and to obtain appropriate delegations to enable the documents to be finalised;
- 4 request each district council to appoint:

- a) one member and one substitute member to the GMCA;
  - b) their members to TfGMC as set out in clause 3.2 of the draft Operating Agreement; and
  - c) 3 members to the Scrutiny Pool.
- 5 note the funding arrangements for 2011/12 and request a further report regarding future years' funding arrangements in advance of the start of the budget process for 2012/13;
- 6 request each district council to agree to the establishment of a joint Independent Review Panel in relation to the payment of allowances to members of TfGMC by each Council and to delegate to the Chief Executive of Manchester City Council authority to make the necessary arrangements to set up the Panel.

## **BACKGROUND DOCUMENTS**

Previous reports to meeting of the Executive Board in the period up to March, 2010, verbal updates at each meeting between March, 2010 and October, 2010 and reports to the Executive Board meeting in November and December, 2010  
Transport Governance Consultation Document, July, 2009  
City Region Governance Consultation Document, January, 2010  
Government Consultation Document, March, 2010 including draft Order  
Localism Bill, December, 2010

## **CONTACT OFFICERS**

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Penny Boothman	0161 234 3181
Susan Orrell	0161 234 3087
Rodney Lund	0161 234 4019

## INTRODUCTION

- 1 The Executive Board will recall that the timetable reported in November provided for documentation relating to the establishment of the Combined Authority (CA) and TfGMC to be submitted for approval at this, its January meeting. Since the announcement by Ministers of their intention to proceed with the CA, the Wider Leadership Team and its supporting officers have been working intensively both with senior officials of CLG and DfT on the Order and, with officers across the AGMA authorities, on the preparation of the suite of constitutional and other documentation.
- 2 The drafting of all documentation is well advanced and is being finalised in consultation with district colleagues including the District Secretaries Group and other relevant colleagues in relation to the various protocols. The purpose of this report is to provide an update for the Executive Board on the current position in relation to the Order and the Parliamentary processes and timetable leading to its approval and it also provides detail on the suite of constitutional documentation which will be submitted to the AGMA authorities during February to enable the CA and TfGMC to meet in shadow form at the end of February. In particular, it provides details on the key issues arising particularly from the process of preparing the operating agreement, the amendments to the AGMA constitution and the various protocols.

## THE ORDER

- 3 The Greater Manchester Combined Authority Order 2011 will establish the CA as a body corporate for the combined area (the area of the constituent authorities) and will set out its functions, constitution and funding. Its functions insofar as economic development and regeneration are concerned are as follows:
  - (a) the power to encourage visitors and provide conference and other facilities;
  - (b) the duty to consider housing conditions in the CA's area and the needs of the district with respect to the provision of further housing accommodation;
  - (c) a range of duties under sections 82, 83 and 84 of the Environment Act 1995 relating to air quality including the duty to cause a review to be conducted of the current and likely future quality of air within the CA's area and associated duties, the duty to designate air quality management areas and various duties in relation to designated areas;
  - (d) various duties and powers related to the provision of education and training for persons over compulsory school age;
  - (e) the power under section 2 of the Local Government Act 2000 in relation to the promotion of well-being;
  - (f) the duty to prepare a strategy for promoting or improving the economic, social and environmental well-being of the CA's area and contributing to the achievement of sustainable development in the United Kingdom and the power to modify their sustainable communities strategy; and

- (g) the duty to prepare an assessment of economic conditions.

All of these functions are to be exercised by the CA concurrently with the districts.

- 4 It dissolves the Greater Manchester integrated transport area and abolishes the GMITA and transfers its functions and its property, rights and liabilities to the CA. It sets out those transport functions which it has been agreed will be delegated statutorily to the CA by the constituent councils (traffic light signals and reports on road traffic levels). It designates GMPTE as the CA's executive body in relation to transport and renames it Transport for Greater Manchester (TfGM). It transfers ownership of the Commission for the New Economy and MIDAS to the CA. Finally, it contains various provisions which will together ensure continuity as between the date of abolition of GMITA and the date of effective operation of the CA.
- 5 The update report submitted to the Executive Board in December outlined a small number of issues which were still outstanding although this was prior to consultation with Parliamentary Counsel and the House of Lords Joint Committee on Statutory Instruments (JCSI). Work on the Order has continued since mid-December with close contact and co-operation with senior CLG and DfT officials. Subject to the outcome of informal consultation with the JCSI legal advisor which is currently underway, the Order can be submitted to Ministers and then laid before both Houses of Parliament. Any further update will be provided at the meeting.
- 6 The final issues negotiated on the Order related to a small number of drafting points. These related in the main to technical amendments requested to ensure that the CA has the necessary powers to deal with the traffic functions to be vested in it by the Order and that the CA can make arrangements for its functions to be carried out by TfGM (GMPTE) wherever appropriate.
- 7 The timetable agreed with CLG and DfT provided for the Order to be laid in early February and, given the progress which has been made, it now seems likely that this timescale will be met.
- 8 The Order with the new provisions will vest the economic regeneration, transport and two statutorily delegated traffic functions (light signals, road traffic assessment) in the CA as agreed by AGMA together with powers to enable transport/traffic functions to be discharged through TfGM. The Order also contains various incidental powers to underpin the CA's operation such as research powers and the powers to enter section 278 Highways Act agreements with developers in relation to traffic lights. It provides that the constituent Councils prepare a scheme for the transfer of property rights and liabilities from them to the CA or TfGM relating to the delegated transport functions. It is intended that traffic lights and related property will transfer to the CA with staff of the units transferring to TfGM as agreed in February 2010. Although future extensions of the CA's functions need to be made by Order,

constituent Councils can arrange for other functions to be discharged on their behalf by the CA as they all agree eg GMRAPS.

- 9 The Order also includes membership, voting and other constitutional matters relating to the CA. Each district council will need to appoint one member and one substitute member to the GMCA (with the appointments being made by full Council), their members to TfGMC as set out in clause 3.2 of the draft Operating Agreement (with the appointments being made by the Executive/Cabinet and full Council) and 3 members to the Scrutiny Pool (with the appointment to be made by full Council). The Order sets out the voting arrangements as agreed in March and as reflected in the Final Scheme. The CA will need to make their own Standing Orders for the regulation of their proceedings and will require a full Constitution. Drafts of these will be presented to the shadow CA when it meets and will be adopted by the CA at the beginning of April.

## **CONSTITUTIONAL DOCUMENTATION**

- 10 The constitutional documentation which will underpin the new governance arrangements consists of an Operating Agreement to be entered into by the CA and the 10 Districts; a range of protocols which will sit alongside the Operating Agreement and set out how the various functions provided in the Order will be exercised including the respective roles of the CA and the districts and, in the case of the delegated traffic functions, TfGMC and TfGM; and a scheme for the transfer of property, rights and liabilities. In addition, the AGMA Constitution will be revised primarily to incorporate references to the CA and to exclude references to those (economic development and transport) functions which will be discharged by the CA once in operation. Finally, the CA will need its own Constitution and standing orders although these will be submitted to the shadow CA at its meeting at the end of February.
- 11 Attached to this report are the following documents:

Appendix 1	Draft Operating Agreement
Appendices 2A - D	The 4 transport protocols
Appendix 3	Scheme for the transfer of property, rights and liabilities
Appendix 4	Revised AGMA Constitution

Work is underway on the economic development and regeneration protocols relating to functions which are to be exercised concurrently by the CA and the districts but these are not yet ready to be submitted to the Executive Board. It is crucial that these set out clearly the respective roles of the CA and the districts and work on them started later than work on the transport protocols. The intention is that they will be submitted to the next meeting of the Executive Board and there will be consultation with District Secretaries and other relevant district officers and WLT prior to this.

### **Operating Agreement**

- 12 The Operating Agreement is the principal constitutional document which will underpin the new governance arrangements. This is to be entered into by the CA and the 10 Districts. It sets out the arrangements whereby the 11 Authorities will work together on the powers and duties contained within the Order including both economic development and transport functions. It provides for the creation of a new Joint Committee on Transport (TfGMC) and sets out its detailed terms of reference including those traffic functions to be delegated to it by the CA and the districts. It also provides the framework for the drawing up and approval of the various transport and economic development protocols; sets out the arrangements for review as agreed in March with the Agreement endorsed at that time appended as Schedule 4; and provides for the transfer of functions currently exercised by this Executive Board in relation to the Business Leadership Council to be exercised by the CA. Finally it contains as schedules to the Operating Agreement the terms of reference of TfGMC including those matters referred for recommendation to the CA by TfGMC and those matters to be delegated by the CA to TfGMC as agreed in March (Schedule 1), TfGMC's Rules of Procedure (Schedule 2, based on GMITA's Rules of Procedure) and the protocol for scrutiny arrangements for AGMA, TfGMC and TfGM as agreed in March (Schedule 3). The Operating Agreement can only be amended with the consent of all 11 parties. However, it should be noted that Schedule 2 provides a mechanism to allow TfGMC to amend those of its Rules of Procedure which are non-statutory by a two thirds majority.
- 13 As far as transport is concerned, the CA will take on the powers of the ITA but, as reflected in the Final Scheme, the majority of the functions of the ITA will be delegated to TfGMC although the list of functions which are to be decided by the CA is very clear. The terms of reference of the TfGMC were agreed at the time the Final Scheme was agreed and these have been incorporated into the Operating Agreement at Schedule 1 as indicated above. The Agreement also deals with the composition of TfGMC and its ability to delegate to sub-committees and officers. It also provides for the funding of the 2 statutorily delegated traffic functions (traffic light signals and road traffic assessments) and for the delegation and funding of the two further traffic functions (network management and carrying out road safety measures) which are not covered by the Order but are to be the subject of separate delegation by Districts to TfGMC.
- 14 A key issue dealt with in the Operating Agreement is sub-regional scrutiny arrangements. Because it has been agreed that sub-regional scrutiny will be widened to cover the CA, TfGMC and TfGM, the draft Operating Agreement includes the schedule on sub regional scrutiny arrangements originally included as Schedule 4 in the AGMA constitution, suitably amended to account for the new governance arrangements.
- 15 Following recent consultation on the scrutiny process, a number of issues have been highlighted. There are some elements within the AGMA Business cycle which recur annually and where it is proposed that overview by the

Scrutiny Pool is formally built in to the Operating Agreement before final sign off by the Executive Board/CA. These areas are:

- AGMA Functions Budget proposals
- Annual refreshes of Commission Work Programmes
- 6th monthly updates on performance against Objectives within the Greater Manchester Strategy

- 16 In order to embed the practice of overview and scrutiny within the new governance arrangements, it is recommended that the Wider Leadership Team will manage the process in full consultation with the Chairs of the Scrutiny Pool and ensure an appropriate role for the Scrutiny Pool. This will be done through a business planning component of WLT meetings. To ensure seamless delivery, it is also proposed that the funding for the scrutiny function, and the monitoring of the SLA and successor arrangements post March 2012 formally become the responsibility of the new integrated Secretariat being formed to support the CA/TfGM/LEP/ Executive Board as this will report to WLT.
- 17 As the CA will legally be a local authority in its own right, it is necessary to review the scrutiny rules which are currently not in line with the operation of scrutiny arrangements in local authorities generally.
- 18 First, the current composition of the scrutiny pool is 3 members from each Council. The AGMA Constitution provides for one member of the largest minority group on a council to be appointed to one of the 3 seats if the minority group overall have at least 25% of the seats on the council. This does not strictly accord with the statutory rules of political balance which need to be applied to the operation of a Combined Authority as a statutory authority. This has been discussed at a meeting of District Secretaries where all agreed that the current provision should be amended and the rules of political balance applied in future.
- 19 Secondly, the AGMA Constitution also provides that appointees to the Scrutiny Pool may not be members of the Executive Board. This does not apply currently to substitute members on the Executive Board, although they (along with appointees to commissions and sub-committees) are not able to participate in the scrutiny of any matters or decisions taken at any meetings of the Board [commission or sub-committee] at which they were present. Currently councils may appoint two substitutes to the Executive Board although they will only be able to appoint one substitute to the CA under the Order. The drafting of the amended scrutiny rules maintains the position in relation to the Executive Board but excludes the substitute member of the CA from being appointed to the Scrutiny Pool. This mirrors the position in councils operating Executive arrangements where members of the Executive cannot be members of overview and scrutiny committees. This would mean that if one of the existing substitutes on the Board is appointed a substitute for the CA one substitute member on the Executive Board could still participate in the Scrutiny arrangements as at present.

- 20 It is also proposed that where a decision has been called in for Scrutiny that the meeting of the scrutiny pool to consider it must be held within 2 weeks rather than 3, in respect of all bodies covered by the arrangements, so as to ensure that if a matter has to be referred back from scrutiny to the decision taker this can be done within one cycle rather than two. This is a change from the current period of 15 days in the AGMA Constitution. It is more critical now as the arrangements are to be extended to the CA, TfGMC and TfGM.
- 21 The Operating Agreement includes proposals recommended by the Scrutiny Pool which would:
- require constituent councils to circulate appropriately within their authority work programmes minutes etc of the AGMA Scrutiny Pool
  - produce electronic briefings on the work of the AGMA scrutiny Pool for all elected members within member councils and
  - asks each Council to nominate one of its 3 members on the Scrutiny Pool to be the identified link member with their own local scrutiny arrangements.
- 22 The Executive Board is asked to consider and approve the draft Operating Agreement.

### **Protocols**

- 23 As indicated above, the Operating Agreement provides for the detailed arrangements for the discharge of the economic development and regeneration functions and the traffic functions to be delegated to the CA either by the Order or directly to TfGMC by the councils to be contained in a series of Protocols which are being drafted in consultation with relevant District colleagues. The Protocols are to sit alongside the CA Operating Agreement and will be subject to regular review and revision to mirror working practices. As referred to above, the economic development and regeneration protocols which relate to functions which are to be exercised concurrently by the CA and Constituent Councils will be submitted to the February meeting of the Executive Board. As regards the traffic protocols these are attached at Appendix 2. The two traffic functions delegated by Order (traffic light signals and road traffic assessments) are not concurrent functions but are vested in the CA as agreed under the Final Scheme. However, it is intended that the Protocols should provide for a mirroring of current and developing working practice including how the authorities will work together on these. As regards the two traffic functions to be delegated directly by districts to the TfGMC (which will remain in law the functions of the individual districts), a similar approach to the development of Protocols has been taken to ensure that as far as possible they mirror working practices. The Protocols have been developed in consultation with the Network Management Group and Transport Strategy Group.
- 24 The Executive Board is asked to agree the 4 Transport Protocols.

### **Scheme for the transfer of property, rights and liabilities**

- 25 The draft scheme transfers from the constituent councils to the CA property used solely for the purposes of the transport functions statutorily delegated to it. This property includes all traffic control equipment including traffic lights and pelican and puffin crossing lights, computers, software used for the purpose of the traffic light function and software, including databases and modelling software, relating to the CA's traffic forecasting duty under section 2 of the Road Traffic Act 1997. Rights and liabilities in relation to this property and these functions are also transferred to the CA under the scheme. The Scheme does not transfer rights and liabilities under contracts of employment which will be dealt with separately nor does it transfer land or premises.

### **Funding**

- 26 The position in relation to CA's funding is broadly as follows:
- a) In relation to the CA's economic development and regeneration functions the Order provides that the Constituent Councils must meet the CA's costs reasonably attributable to the exercise of these functions. The amount payable by each council is to be determined by apportioning the costs between the councils in such proportions as they (unanimously) agree or, in default of such agreement in proportion to the total resident population. Currently the AGMA Constitution provides for expenditure to be met by contributions from districts proportionate to their population. However, expenditure is in fact met by agreement on various bases in relation to different matters. The Order provides flexibility to deal with the apportionment of costs in respect of these functions.
  - b) The CA is to be made a levying body in respect of its transport functions. These include the functions transferred from the ITA and the two delegated traffic functions included in the Order (Traffic Light Signals and duty to make reports assessing traffic levels) unless other arrangements are agreed by the Councils in respect of these two functions (see below, paragraphs 28 to 30).
  - c) GMITA must set a transport levy before 15 February 2011 for 2011/12 and this will be issued to the Constituent Councils. The levy can only cover GMITA's existing functions and not the two statutorily delegated traffic functions. Because the 2011/12 levy will not meet the costs of the statutorily delegated transport functions, the Operating Agreement will provide that the constituent Councils should meet CA's costs in respect of those functions. These costs will be apportioned between the councils in such proportions as they may agree or, in default of agreement, in proportion to the total resident population on 30 June 2009 ie the same basis as used for the apportionment of the 2011/12 levy.
  - d) The Operating Agreement provides that the Constituent Councils will delegate certain functions directly to TfGMC, namely:
    - a. aspects of the network management function under Sections 16 and 17 of the Traffic Management Act 2004, and

- b. aspects of the road safety function under Section 39 of the Road Traffic Act 1988.

As these functions are not delegated to the CA, the costs of exercising the functions will continue to be met by the Constituent Councils both in 2011/12 and in future years in such proportion as agreed or, in default of agreement, on the basis of resident population.

- e) The intention is that expenditure on transport, traffic functions and on economic regeneration functions will continue to be met on the same basis as now for 2011/12.
- 27 In relation to the financial year 2012/13 and subsequently, the transport levy can cover the expenses and liabilities of the CA reasonably attributable to the exercise of its functions relating to transport including the two statutorily delegated functions (traffic light signals and reports on traffic level). The Order provides that the costs of the two statutorily delegated functions shall be defrayed by the CA except in so far as the Constituent Councils agree otherwise. In this respect, it is proposed that the Constituent Councils will remain responsible for meeting the initial costs of installing new light signals, but that once installed CA will defray the costs of maintaining and replacing them (to be recovered through the levy).
- 28 Contributions by districts to the expenditure on light signal maintenance and replacement are not made currently on a population basis. In addition, repair of accidental damage to light signals is funded directly by districts. Once ownership and responsibility for light signals passes to the CA these should be met from 2012/13 through the levy on a population basis. However it is thought that with changes in population, potential impacts of the change across districts will be limited.
- 29 A group under the direction of BMG involving the Manchester City Treasurer, Officers from the GMPTE and the AGMA Secretariat is currently working on the budget arrangements for 2011/12 and 2012/13 onwards to identify any issues. Discussions have taken place between AGMA Treasurers and will continue in respect of the arrangements and any issues identified in respect of future years. There is sufficient flexibility in the Order overall to ensure future financial arrangements are resolved on an equitable basis.
- 30 The Executive Board is asked to approve the funding arrangements as set out above and to request a further report on funding arrangements from 2012/13 and beyond in advance of the budget process starting for 2012/13.

## **AGMA CONSTITUTION**

- 31 A revised AGMA Constitution is attached at Appendix 4. Apart from the addition of references to the CA and the deletion of references to the GMITA, the major revisions are deletions of certain references to the economic development and transport functions which will be discharged by the CA once

in operation. Most of the amendments are therefore to Schedule 1 to the Constitution which sets out AGMA's general and specific functions.

- 32 In addition there are areas where functions will need to be discharged jointly by the Executive Board and the CA and the need to discharge these in association with the CA has been highlighted in the AGMA operating agreement. Specific governance arrangements may need to be put in place to deal with certain overlapping issues in the future. In order to provide for as seamless operation as possible, it is also proposed that the CA, LEP and TfGMC are associate members of the Executive Board and consideration is given to having similar arrangements in relation to the CA. In relation to Planning and Housing Commission and the Environment Commission there are certain functions which will be functions of the CA (housing conditions assessment and air quality duties) and it is therefore proposed that both Commissions should become joint Commissions of the CA and Executive Board to ensure accountability for the discharge of all their functions.
- 33 The functions of the AGMA Executive Board in relation to Public Protection were finalised after the AGMA Constitution was entered into in August 2008. The Public Protection Commission has now been formally established and it is proposed to add to Schedule 1 the following functions for the Executive Board which are based on the agreed work programme of the Commission, and its 3 strategic aims as endorsed by the Executive Board in October 2010:-
- to oversee, where appropriate, measures to protect our communities from terrorism, disasters and organised crime
  - to collaborate in measures to ensure reduction in crime and disorder and improvements to community safety
  - to co-ordinate measures to improve service delivery in the field of public protection to ensure services that best meet our communities' needs, raise public confidence and maximise our partnership delivery.

### **TfGMC MEMBERS' ALLOWANCES**

- 34 As a joint committee, TfGMC (unlike the GMITA) has no powers to pay allowances to its members. However, individual district councils may pay special responsibility allowances to Chairs and members of a joint committee. It means that the districts will need to draw up a scheme to provide for allowances to be paid to the members whom they nominate to be members of TfGMC. The intention, as agreed at an earlier stage, is that an Independent Remuneration Panel (IRP) is appointed jointly by the districts to draw up recommendations for the payment of allowances to TfGMC members which would in effect amend the districts' existing members' allowances schemes. The recommendations would not affect a district council's basic allowances which are applicable to all members whether or not they serve on TfGMC.
- 35 The Executive Board is asked to agree to the establishment of a joint Independent Review Panel in relation to the payment of allowances to members of TfGMC by each Council and to delegate authority to the Chief

Executive of Manchester City Council to make the necessary arrangements to set up the Panel.

## **STAFF TRANSFERS**

- 36 As previously agreed, a number of staff within the various Greater Manchester Transport Units will be transferring to TfGM. The majority will be transferring under TUPE by virtue of their functions being transferred to TfGM under the new governance arrangements. WLT will oversee these arrangements in consultation with the relevant districts. The assumption is that staff will formally transfer on 1 April.

## **PROCESS AND NEXT STEPS**

- 37 Following the approval by the Executive Board on 28 January the constitutional documentation will be considered by each of the Constituent Councils' Executives/Cabinets and full Councils and at the same time they will also appoint their representatives to the [shadow] CA and [shadow] TfGMC. The timetable previously agreed by the Executive Board envisaged that Councils would do this prior to meetings of the shadow bodies to take place on the 25 February, the same day as the next meeting of the AGMA Executive Board. The shadow CA will consider its draft Constitution/Standing Orders/budget at that meeting and TfGMC will consider the final operating agreement and budget and determine its sub-committee structure. Most authorities have suitable ordinary meetings in the period running up to 25 February.
- 38 In addition, when taking the constitutional documentation through their councils, councils will be asked to obtain sufficient delegated authority to enable changes to be approved (as the final Order will not have been approved) without the need for further consideration by their Executive/Cabinet/Council. This is because the final Order will not have been approved at that time and some parts of the documentation are still in development e.g. the economic development protocols.
- 39 A draft report for councils to consider will be prepared immediately after the Executive Board meeting on 28 January.
- 40 Finally, work is underway on a whole range of operational matters which need to be resolved in advance of the new governance arrangements coming into operation. Particular issues include business management issues around meetings, migration of the relevant web-sites and general communications arrangements and bringing into operation as quickly as possible the integrated secretariat.

## **CONCLUSIONS**

- 41 Since the announcement by Ministers of their intention to proceed with the establishment of the Combined Authority, much work has been undertaken by officers to progress both the negotiations with CLG and DfT on the Order and

the preparation of the constitutional documentation. Much has depended on effective collaboration with officers in the districts including the District Secretaries' Group, the Transport Strategy Group and the Network Management Group all of whom have shown themselves ready to support and input into the ongoing work. Subject to the views of the Executive Board, work will continue on the finalisation of the documentation in consultation with district officers as appropriate.

- 42 The objective in preparing the documentation has been to ensure compliance with the agreements made in March and also with the view that as far as possible the new arrangements, whilst providing for future more radical joint working as well as future devolutions from Government, should effectively represent a consolidation of current arrangements.
- 43 Detailed recommendations are set out at the beginning of this report.

**SIR HOWARD BERNSTEIN  
CHAIR, WIDER LEADERSHIP TEAM**

## OPERATING AGREEMENT

This Agreement is made on [1<sup>st</sup> April 2011] between:

- (1) Greater Manchester Combined Authority (“the GMCA”)
- (2) Bolton Metropolitan Borough Council
- (3) Bury Metropolitan Borough Council
- (4) Manchester City Council
- (5) Oldham Metropolitan Borough Council
- (6) Rochdale Metropolitan Borough Council
- (7) Salford City Council
- (8) Stockport Metropolitan Borough Council
- (9) Tameside Metropolitan Borough Council
- (10) Trafford Borough Council
- (11) Wigan Borough Council

### WHEREAS:

- (A) On 1<sup>st</sup> April 2011 the GMCA was established as a Combined Authority for the combined area and the Greater Manchester Integrated Transport Area was dissolved and the ITA abolished.
- (B) The functions of the GMCA are those functions conferred or imposed on it, or delegated to it, by the Greater Manchester (Combined Authority) Order 2011, (“the GMCA Order”) or by any other enactment, including all the functions of the ITA which transferred to the GMCA on the abolition of the ITA.
- (C) The functions of the GMCA include those transport functions of the constituent councils delegated to the GMCA by article [8] of the GMCA Order.
- (D) The functions of the GMCA include those economic development and regeneration functions set out in Schedule 2 to the GMCA Order which are to be exercised concurrently with the constituent councils.
- (E) The constituent councils were established as local authorities by the Local Government Act 1972 with all the functions of a metropolitan district council, and in particular the constituent councils are the local highway authority and local traffic authority for their area.
- (F) The Parties wish to co-operate with each other in the exercise of their functions and in particular their transport, economic development and regeneration functions.

**THIS AGREEMENT** witnesses as follows:

## **1. Definitions**

In this Agreement –

- 1.1 “The AGMA Operating Agreement and Constitution” means the Agreement between the Constituent Councils entered into on the 29<sup>th</sup> August 2008 as amended from time to time.
- 1.2 “the Constituent Councils” mean the metropolitan district councils for the local government areas of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford, and Wigan.
- 1.3 “The Executive Board” means the AGMA Executive Board established by the AGMA Operating Agreement and Constitution.
- 1.4 “the GMCA Order” means the Greater Manchester Combined Authority Order 2011.
- 1.5 “the ITA” means the Greater Manchester Integrated Transport Authority.
- 1.6 “the LDEDCA 2009” means the Local Democracy, Economic Development and Construction Act 2009.
- 1.7 “the LGA 1972” means the Local Government Act 1972.
- 1.8 “the LGA 2000” means the Local Government Act 2000.
- 1.9 “the LGHA 1989” means the Local Government and Housing Act 1989.
- 1.10 “the 2000 Regulations” means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000.
- 1.11 “the Parties” mean the GMCA and the Constituent Councils.
- 1.12 “the Relevant Date” in relation to a payment for a financial year means 30<sup>th</sup> June in the financial year which commenced two years previously.
- 1.13 “the Secretary” means such person as shall be appointed by the Executive Board pursuant to Clause 15.4 of the AGMA Operating Agreement and Constitution.
- 1.14 “the TfGMC” means the Transport for Greater Manchester Committee being a joint committee established by the Parties.
- 1.15 “the TfGM” means Transport for Greater Manchester being the executive body of GMCA for the purposes of Part 5 of the Local Transport Act 2008 and Part 6 of the LDEDCA 2009.

## **2. Interpretation**

- 2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
- 2.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 2.6 A reference to “this Agreement” or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or agreement as varied from time to time.
- 2.7 References to clauses and Schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 2.8 No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.
- 2.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 2.10 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

### **3. Establishment of TfGMC**

- 3.1 Pursuant to Section 101(5) of the LGA 1972, Section 20 of the LGA 2000 and Regulations 4, 11 and 12 of the 2000 Regulations, the Parties agree to enter into arrangements to discharge certain of their functions relating to transport jointly and for this purpose to establish a joint committee to be called the Transport for Greater Manchester Committee (“the TfGMC”).
- 3.2 Each Constituent Council shall appoint a number of their elected members to be members of TfGMC, such number being as set out below:

Bolton	-	3
Bury	-	2
Manchester	-	5

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Oldham	-	3
Rochdale	-	3
Salford	-	3
Stockport	-	4
Tameside	-	3
Trafford	-	3
Wigan	-	4

- 3.3 The Parties shall make their appointments to TfGMC in accordance with the principles of political balance set out in Section 15(5) of the LGHA 1989, notwithstanding anything to the contrary in the 2000 Regulations. Appointments will be made in accordance with the principle of giving effect to the wishes of the relevant political group as to the member(s) to be appointed to any seat allocated to that political group.
- 3.4 The Constituent Councils shall arrange for the appointment of an independent remuneration panel to advise them on appropriate levels of special responsibility allowances to be payable to their members of TfGMC in respect of duties and responsibilities undertaken as members of TfGMC.

#### **4. Terms of Reference of TfGMC**

- 4.1 The discharge of all the transport functions of GMCA are delegated to TfGMC with the exception of those functions set out in Clause 4.2. For the avoidance of doubt, the transport functions of GMCA are:
- 4.1.1 all the functions of the ITA transferred to GMCA by the GMCA Order
- 4.1.2 the transport functions of the Constituent Councils delegated to GMCA by article [8] of the GMCA Order
- 4.1.3 any function relating to transport conferred or imposed upon a combined authority or the GMCA specifically by any enactment
- 4.2 The following transport functions of GMCA are not delegated to TfGMC –
- 4.2.1 setting the GMCA's revenue budget for transport, including approving the estimates of income and expenditure of the TfGME pursuant to Sections 15(1)(b) of the Transport Act 1968, determining grants to be made to TfGMC pursuant to Section 13 of the Transport Act 1968, and the issue of a levy pursuant to the Transport Levying Bodies Regulations 1992;
- 4.2.2 determining the borrowing limits of the GMCA in relation to transport matters pursuant to Section 3 of the Local Government Act 2003;
- 4.2.3 approving borrowing by TfGM pursuant to Section 12(3) of the Transport Act 1968, and lending money to TfGM pursuant to Section 12(4) of the Transport Act 1968;

- 4.2.4 approving the transport capital programme of GMCA and TfGM;
- 4.2.5 developing policies for the promotion and encouragement of safe, efficient and economic transport facilities and services and producing a Local Transport Plan pursuant to Sections 108-112 of the Transport Act 2000;
- 4.2.6 approving new transport schemes to be funded by the Greater Manchester Transport Fund;
- 4.2.7 granting approval to TfGM to promote or oppose any Bill in Parliament pursuant to Section 10(1)(xxix) of the Transport Act 1968;
- 4.2.8 making a written request to the Minister to authorise TfGM to purchase compulsorily any land which TfGM require for the purposes of their business pursuant to Section 10(3) of the Transport Act 1968.
- 4.2.9 exercising the power under Section 15A(3) of the Transport Act 1968 to cause a review to be made of the organisation of TfGM's undertaking, and giving TfGM such directions as appear from any such review to be requisite to secure that TfGM's undertaking is organised in the most efficient manner.
- 4.2.10 ratifying the appointment of the Director General/Chief Executive of TfGM and other executive and non-executive directors of TfGM, pursuant to Section 9(2) of the Transport Act 1968.
- 4.3 The functions set out in Clause 4.2 (with the exception of 4.2.10) are referred to TfGMC which may make recommendations to GMCA.
- 4.4 The discharge of the following functions of the Constituent Councils are delegated to TfGMC –
  - 4.4.1 carrying out actions to facilitate the performance by local traffic authorities of their duty to manage road traffic on their own roads and facilitating the same on other local authorities' road pursuant to sections 16 and 17 (except for sub-sections 17(2) and (3)) of the Traffic Management Act 2004.
  - 4.4.2 preparing and carrying out a programme of measures designed to promote road safety, including carrying out road safety studies, studies into accidents, accident prevention campaigns, the dissemination of information and advice relating to the use of roads, and arranging for the giving or practical training to road users pursuant to sections 39(2) and 39(3)(a) and (b) of the Road Traffic Act 1988.
- 4.5 Nothing in this Agreement shall prevent the GMCA from exercising the functions set out in Clause 4.1 or Clause 4.2 or the Constituent Councils from exercising the functions in Clause 4.4.

4.6 Without prejudice to the generality or any provision of Clauses 4.1 to 4.4 above, specific terms of reference of TfGMC are set out in Schedule 1.

## **5. TfGMC – Other Provisions**

5.1 TfGMC may establish sub-committees.

5.2 When establishing a sub-committee, TfGMC will determine -

- (i) the terms of reference of the sub-committee
- (ii) the size and membership of the sub-committee
- (iii) the Chair (and Vice-Chair, if any) of the sub-committee
- (iv) any delegated powers of the sub-committee
- (v) the period (where appropriate) for which the sub-committee will remain constituted.

5.3 Appointments to sub-committees will be made in accordance with the principles of political balance set out in Section 15(5) of the LGHA 1989.

5.4 TfGMC and any sub-committee of TfGMC may, in respect of a function delegated to TfGMC by the GMCA under Clause 4.1 arrange for its discharge by an officer of one of the Constituent Councils or by TfGM.

5.5 TfGMC and any sub-committee of TfGMC, in respect of a function delegated to them by the Constituent Councils under Clause 4.4, may arrange for its discharge by an officer of one of the Constituent Councils and may enter into agreements with TfGM for the provision of services by TfGM.

5.6 TfGMC will establish a scheme of delegation to sub-committees and officers and will review the scheme annually.

5.7 TfGMC will conduct its business in accordance with this Agreement, including the Rules of Procedure set out in Schedule 2.

5.8 The costs and liabilities incurred by the TfGMC shall be defrayed by the Parties as set out below:

5.8.1 the GMCA will meet such costs and liabilities as are reasonably attributable to the exercise of the functions of GMCA delegated or referred to TfGMC under Clause 4.1 and 4.3 of this Agreement;

5.8.2 the costs and liabilities reasonably attributable to the exercise of the functions delegated by the Constituent Councils to TfGMC under Clause 4.4 of this Agreement will be met by the Constituent Councils in such proportion as they may unanimously agree or, in default of agreement, in proportion to the total resident population at the Relevant Date of the area of each council concerned as estimated by the Registrar General.

## **6. Transport Protocols**

- 6.1 The Parties will draw up and agree detailed Protocols in relation to the operation and discharge of those functions –
- 6.1.1 delegated from the Constituent Councils to GMCA pursuant to Article [8] of the GMCA Order, and
- 6.1.2 delegated by the Constituent Councils to TfGMC by virtue of Clause 4.4 of this Agreement.
- 6.2 The Parties will keep the Protocols under regular review and may revise them from time to time, such revisions to be agreed by the Chief Executives of the Constituent Councils, the Head of Paid Service of the GMCA and the Chief Executive of TfGM.
- 6.3 Protocols drawn up, agreed or revised under this Clause will not override anything provided for or required by this Agreement and will not in themselves constitute arrangements for the discharge of functions made in accordance with Section 101 of the LGA 1972 and the 2000 Regulations.

## **7. Funding of Transport Functions delegated by GMCA Order**

- 7.1 For the financial year beginning on 1<sup>st</sup> April 2011, the Constituent Councils will meet the costs of GMCA reasonably attributable to the exercise of those transport functions of the Constituent Councils delegated to GMCA by virtue of Article [8] of the GMCA Order.
- 7.2 The amount payable by each of the Constituent Councils is to be determined by apportioning the costs of GMCA referred to in Clause 7.1 between the Constituent Councils in such proportions as they may agree or, in default of agreement, in proportion to the total resident population on 30<sup>th</sup> June 2009 of the area of each council concerned as estimated by the Register General.
- 7.3 In the financial year beginning on 1<sup>st</sup> April 2012 and in subsequent financial years the costs of GMCA referred to in Clause 7.1 shall be recovered from the Constituent Councils as part of the levy issued to those councils pursuant to the Transport Levying Bodies Regulations 1992, as amended, except where and to the extent that all the Constituent Councils agree that costs should be defrayed by the Constituent Councils and not the GMCA pursuant to Article 8(4) of the GMCA Order.
- 7.4 Without prejudice to the generality of Article 8(4) of the GMCA Order, it is agreed that each Constituent Council will be responsible for defraying the costs of the initial installation of traffic signs that are traffic light signals or pelican or puffin crossings in their area, except insofar as such costs are met by the third parties pursuant to agreements under Section 278 of the Highways Act 1980 or otherwise.

## **8. Economic Development and Regeneration Protocols**

- 8.1 The Parties will draw up and agree detailed Protocols in relation to the discharge of the economic development and regeneration functions set out in Schedule 2 of the GMCA Order and Clause 8.3 below which are exercisable by GMCA concurrently with the Constituent Councils, having regard to the provision in Article 10(3) of the GMCA Order that any requirement in any enactment for a Constituent Council to exercise such a function may be fulfilled by the exercise of that function by GMCA.
- 8.2 The Parties will keep the Protocols under regular review and may revise them from time to time, such revisions to be agreed by the Chief Executives of the Constituent Councils and the Head of Paid Service of the GMCA.
- 8.3 The economic development and regeneration functions referred to in Clause 8.1 are –
- 8.3.1 the duty under Section 8(1) of the Housing Act 1985 (duty of local housing authorities to consider housing conditions in their district and the needs of the district with respect to the provision of further housing accommodation)
  - 8.3.2 the duties under Section 82 of the Environment Act 1995 (duty to cause a review to be conducted of quality of air within the authority's area and associated duties)
  - 8.3.3 the duties under Sections 83 and 84 of the Environment Act 1995 (duty to designate air quality management areas and duties in relation to such areas)
  - 8.3.4 the duties under Section 15ZA, 15ZB, 15ZC, 17A, and 18A(1)(b) of the Education Act 1996 and the powers under Sections 514A and 560A of that Act (duties and powers related to the provision of education and training for persons over compulsory school age)
  - 8.3.5 the duty under Section 4(1) of the LGA 2000 (duty to prepare a sustainable community strategy for promoting or improving the economic, social and environmental well-being of their area)
  - 8.3.6 the duty under Section 69 of the LDEDCA 2009 (duty to prepare an assessment of economic conditions)
  - 8.3.7 the power under Section 144 of the LGA 1972 (the power to encourage visitors and provide conference and other facilities)
  - 8.3.8 the power under Section 2 of the LGA 2000 (the power to promote or improve the economic, social and environmental well-being of the area)
- 8.4 Clause 6.3 applies to protocols drawn up, agreed or revised under this clause as it does in relation to protocols under Clause 6.

## **9. Scrutiny Arrangements**

9.1 The Parties will establish joint scrutiny arrangements to enable the Constituent Councils to exercise an overview and scrutiny role in relation to the decisions and activities of the following bodies –

- (a) the AGMA Executive Board
- (b) the GMCA
- (c) the TfGMC
- (d) TfGM

9.2 The scrutiny arrangements are set out in Schedule 3.

9.3 The Constituent Councils will make arrangements (whether by standing orders or otherwise) for enabling questions on the discharge of the functions of GMCA and the business of TfGMC to be put to that council's representative on GMCA and one of their representatives on TfGMC at full council meetings of the Constituent Councils.

## **10. Review of Arrangements**

10.1 The Parties will undertake, pursuant to Section 111 of the LDEDCA 2009, a joint review of the matters set out in Clause 10.2 to be commenced, whichever is the earlier of –

- (a) the fifth anniversary of the date of this Agreement, or
- (b) immediately after notice is given by a Constituent Council requesting a joint review, provided that such notice is not given before the third anniversary of the date of this Agreement.

10.2 The matters are –

- (a) a matter in respect of which an order may be made under any of sections 104 to 107 of the LDEDCA 2009
- (b) a matter concerning GMCA that GMCA has power to determine
- (c) any other matter contained in this Agreement

10.3 The provisions of this Clause are without prejudice to statutory rights of one or more of the Parties to undertake their own review at any time.

10.4 The Parties endorse the draft Agreement reached between the Constituent Councils pursuant to the resolution of the Executive Board on 26<sup>th</sup> February 2010, the terms of which are set out in Schedule 4.

## **11. Business Leadership Council**

11.1 The Parties agree that the functions previously exercised by the Executive Board in respect of the establishment of the Business Leadership Council ("BLC") and the appointment of its Chair and members will be exercised by the GMCA.

- 11.2 The BLC will advise the GMCA and as appropriate the Executive Board on their policies and priorities, conduct its own reviews in matters which affect the future economic well-being of Greater Manchester and may make representations to the GMCA and the Executive Board.
- 11.3 The appointment of the Chair of the BLC will be subject to confirmation by the GMCA and will be reviewed on an annual basis. The process of appointing other members of the BLC will be subject to agreement between the Chair of the BLC and GMCA.

## **12. Amendments to this Agreement**

- 12.1 This Agreement may be amended following a resolution approved by all the Parties.
- 12.2 The operation of this Agreement will be subject to an annual review.

## **13. Dispute Resolution**

- 13.1 Any dispute between the Parties arising out of this Agreement which cannot be settled shall be referred to the Head of Paid Service of the Parties to the dispute who will negotiate to resolve the matter in good faith.

## **14. Notices**

- 14.1 Any notice, demand or other communication required to be served on the GMCA under this Agreement shall be sufficiently served if delivered personally to or sent by pre-paid first class recorded delivery post or e-mail or facsimile transmission to the Secretary. 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 Secretary at the time of personal delivery or on the second working date after the date of posting or transmission as the case may be.
- 14.2 Any notice, demand or other communication required to be served on one or more of the Constituent Councils under this Agreement shall be sufficiently served if delivered personally to or sent by pre-paid first class recorded delivery post or e-mail or facsimile transmission to the Monitoring officer(s) of the Constituent Council(s) concerned. 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 Constituent Council(s) concerned at the time of personal delivery or on the second working date after the date of posting or transmission as the case may be.

## ***Attestation Clause***



**SCHEDULE 1**

**SUMMARY OF PROPOSED TERMS OF REFERENCE OF THE TRANSPORT FOR GREATER MANCHESTER COMMITTEE (TFGMC)**

**A.**

The following functions of the GMITA will be referred by GMCA to the TfGMC in order for them to make recommendations to the GMCA in respect of:

1. The GMCA's revenue budget for transport, including approving the estimates of income and expenditure of the TfGM pursuant to Sections 15(1)(b) of the Transport Act 1968, grants to be made to TfGMC pursuant to Section 13 of the Transport Act 1968, and the issue of a levy pursuant to the Transport Levying Bodies Regulations 1992;
2. Determining the borrowing limits of the GMCA in relation to transport matters pursuant to Section 3 of the Local Government Act 2003;
3. Approving borrowing by TfGM pursuant to Section 12(3) of the Transport Act 1968, and lending money to TfGM pursuant to Section 12(4) of the Transport Act 1968;
4. Approving the capital programme of GMCA and TfGM;
5. Developing policies for the promotion and encouragement of safe, efficient and economic transport facilities and services and producing a Local Transport Plan pursuant to Sections 108-112 of the Transport Act 2000;
6. Approving new transport schemes to be funded by the Greater Manchester Transport Fund;
7. Granting approval to TfGM to promote or oppose any Bill in Parliament pursuant to Section 10(1)(xxix) of the Transport Act 1968;
8. Making a written request to the Minister to authorise TfGM to purchase compulsorily any land which TfGM require for the purposes of their business pursuant to Section 10(3) of the Transport Act 1968.
9. Any exercise by GMCA of the power pursuant to Section 15A(3) of the Transport Act 1968 to cause a review to be made of the organisation of TfGM's undertaking, and to give to TfGM such directions as appear from any such review to be requisite to secure that TfGM's undertaking is organised in the most efficient manner.

**B.**

The following functions of the GMITA will be delegated to the TfGMC, subject to the TfGMC exercising these functions in accordance with any transport policies of the CA, the Local Transport Plan and the GMCA's agreed transport budget and borrowing limits:

1. Formulating general policies with respect to the availability and convenience of public passenger services pursuant to Sections 9A(5)-(7) of the Transport Act 1968;
2. Monitoring and overseeing the activities and performance of TfGM (including the power pursuant to Section 15(6) of the Transport Act 1968 to give to TfGM such directions as appear to TfGMC to be appropriate to secure the observance of the rights of the GMCA);
3. Ensuring that the TfGM secures the provision of appropriate public passenger transport services pursuant to Section 9A(3) of the Transport Act 1968;
4. Considering and approving the creation and development of:-
  - (i) Quality Partnership Schemes pursuant to Sections 114-123 of the Transport Act 2000;
  - (ii) Quality Contracts Schemes pursuant to Sections 124-134 of the Transport Act 2000;
  - (iii) Ticketing Schemes pursuant to Sections 135-138 of the Transport Act 2000; and
  - (iv) Concessionary Travel Schemes pursuant to Sections 93-104 of the Transport Act 1985;
5. Determining what local bus information should be made available, and the way in which it should be made available pursuant to Sections 139-143 of the Transport Act 2000;
6. Ensuring that the TfGM implements those actions delegated to it for promoting the economic, social and environmental well-being of Greater Manchester and its residents pursuant to Section 99 of the Local Transport Act 2008;
7. Monitoring the GMCA's transport budget pursuant to Section 15A(2) of the Transport Act 1968;
8. Approving releases for capital schemes within the agreed capital programme and the agreed budget for the scheme concerned (including approving capital payments for the purpose of the provision, improvement or development of facilities for public passenger transport, pursuant to Section 56(2) of the Transport Act 1968);
9. Monitoring performance against the Local Transport Plan and other GMCA transport policies;

10. Formulating, developing and monitoring procedures for public consultation of, and lobbying for, the GMCA's transport policies including taking responsibility for the active promotion of Greater Manchester's transport interests;
11. Determining issues arising from Metrolink contracts;
12. Determining variations in charges for transport services or facilities provided by TfGM, pursuant to Section 15(2) of the Transport Act 1968;
13. Determining issues arising from the rail franchising process in accordance with the Rail Protocol agreed between AGMA and the Department for Transport;
14. Approving the level of support of local rail services over and above that in the baseline franchise specification in accordance with the Rail Protocol agreed between Manchester City Region and the Department for Transport;
15. Considering issues arising from the implementation of schemes for the introduction of Smartcards;
16. Authorising:-
  - (i) the disposal of any land by the TfGM pursuant to Section 10(1)(xxiii) of the Transport Act 1968;
  - (ii) the acquisition of any land by the TfGM pursuant to Section 10(1)(xx) of the Transport Act 1968; and
  - (iii) the development of any land of TfGM pursuant to Section 10(1)(xxii) of the Transport Act 1968;
17. Determining the operation, performance, contract management and development of tendered bus services, bus stations/stops, and passenger transport services pursuant to Section 10(1)(via) of the Transport Act 1968;
18. Determining the operation, performance and development of the GMCA's accessible transport provision pursuant to Sections 106(1) and 106(2) of the Transport Act 1985;
19. Monitoring the performance of Metrolink services and initiating appropriate action;
20. Monitoring the operation and performance of bus and local rail services and influencing accordingly.
21. Authorising agreements between TfGM and
  - (i) any person providing passenger transport services by air pursuant to Section 10(1)(vii) of the Transport Act 1968;
  - (ii) any owner of any locomotive or rolling stock pursuant to Section 10(1)(viic) of the Transport Act 1968;

**C.**

The following transport related functions of the constituent councils will be delegated to the GMCA. They will then be sub-delegated to TfGMC subject to the TfGMC exercising those functions in accordance with any policies of the GMCA, the Local Transport Plan and the GMCA's agreed transport budget and borrowing limits:

1. Preparing reports containing an assessment of the levels of road traffic in the GMCA's area and a forecast of growth in those levels pursuant to Section 2 of the Road Traffic Reduction Act 1997 or otherwise;
2. Functions of the constituent councils pursuant to section 65 of the Road Traffic Regulation Act 1984 (placing of traffic signs), in relation to traffic signs in the combined area which are light signals by virtue of regulations 33, 34, 37, 39, 41, 44, 45, 46, 47, 48, 49 or 52 of the Traffic Signs Regulations 2002.
3. Functions of the Constituent Councils pursuant to section 23 of the Road Traffic Regulation Act relating to pelican and puffing crossings.

**D.**

The following transport related functions of the constituent councils will be delegated directly to the TfGMC subject to the TfGMC exercising these functions in accordance with any policies of the GMCA (as local transport authority), the Local Transport Plan and the terms of the delegation from the constituent councils:

1. Carrying out actions to facilitate the performance by local traffic authorities of their duty to manage their road traffic on their own roads and facilitating the same on other local authorities' roads pursuant to Sections 16 and 17 (except for sub-sections 17 (2) and (3)) of the Traffic Management Act 2004, including in particular –
  - (a) establishing processes for identifying things (including future occurrences) which are causing or have the potential to cause road congestion or other disruption to the movement of traffic on the road network;
  - (b) determining specific policies and objectives in relation to strategic roads;
  - (c) monitoring the effectiveness of traffic authorities in managing their road network.
2. Preparing and carrying out a programme of measures designed to promote road safety, including carrying out road safety studies, studies into accidents, accident prevention campaigns, the dissemination of information and advice relating to the use of roads and arranging for the giving of practical training to road users pursuant to Sections 39(2) and 39(3)(a) and (b) of the Road Traffic Act 1988.

**SCHEDULE 2**

**Transport for Greater Manchester Committee**

**Rules of Procedure**

**1. Interpretation, Suspension and Variation/Revocation of Rules of Procedure**

- 1.1 The ruling of the Chair on the interpretation of these Rules in relation to all questions of order and matters arising in debate shall be final.
- 1.2 References in these Rules to the “Chair” means the member of the TfGMC for the time being presiding at the meeting of the TfGMC, and a meeting of a Sub Committee of the TfGMC.
- 1.3 These Rules shall apply to the TfGMC and any Sub Committee of the TfGMC, and any reference to the TfGMC shall accordingly include reference to a Sub Committee of the TfGMC.
- 1.4\* Except for those provisions which accord with the provisions of the Local Government Acts (and which are indicated with an asterisk \*) any Rule may be suspended at a meeting of the TfGMC with the consent of the majority of the whole number of members of the TfGMC, but not otherwise.
- 1.5\* These Rules (except for those Rules marked with asterisk\*) may be varied or revoked by a decision of a two-thirds majority of the TfGMC and any motion to vary or revoke any of these Rules shall, when proposed and seconded, stand adjourned without discussion to the next ordinary meeting of the TfGMC which shall determine the matter having considered a report of the Secretary on the proposed variation or revocation.

**2. Chair**

- 2.1\* The Chair and Vice-Chair of the TfGMC will be appointed annually by the TfGMC from among its members and shall, unless they resign, cease to be members of the TfGMC or become disqualified, act until their successors become entitled to act as Chair or Vice-Chair.
- 2.2\* The appointment of the Chair and Vice-Chair shall be the first business transacted at the Annual Meeting of the TfGMC.
- 2.3\* On a vacancy arising in the office of Chair or Vice-Chair for whatever reason, the TfGMC shall make an appointment to fill the vacancy at the next ordinary meeting of the TfGMC held after the date on which the vacancy occurs, or, if that meeting is held within 14 days after that date, then not later than the next following meeting. The member appointed shall hold such office for the remainder of the year in which such vacancy occurred.

- 2.4\* In the case of an equality of votes in respect of the appointment of a Chair, the person presiding at the meeting shall give a casting vote in addition to any other vote they may have.
- 2.5\* Subject to these Rules, anything authorised or required to be done by, or in relation to the Chair, may be done by, or in relation to, the Vice-Chair.

### **3. Meetings**

- 3.1\* The Annual Meeting of the TfGMC shall be held in June or the month after local elections on a date and at a time determined by the TfGMC.
- 3.2\* Ordinary meetings of the TfGMC for the transaction of general business shall be held on such dates and at such times as the TfGMC shall determine.
- 3.3\* An Extraordinary Meeting of the TfGMC may be called at any time by the Chair.

### **4. Notice of Meetings**

- 4.1 At least five clear days (in accordance with the Local Authority Access to Meetings and Documents (Period of Notice) (England) Order 2002) before a meeting of the TfGMC or one of its Sub Committees:
- (a) notice of the time and place of the intended meeting shall be published at the Town Hall, Manchester; and
  - (b) a summons to attend the meeting, specifying an agenda for the meeting, shall be left at or sent by post to all members of the TfGMC (or, in the case of a Sub Committee, to members of the relevant Sub Committee) and electronic mail to the usual place of residence of each member, or any other address notified to the Secretary by a member. Members of the TfGMC who are not members of the relevant Sub Committee will receive the agenda in electronic format only, unless specifically requested otherwise.
- 4.2\* Lack of service on a member of the TfGMC of the summons shall not affect the validity of a meeting of the TfGMC.
- 4.3\* A member of the TfGMC may require a particular item of business, including any motion, which is relevant to the powers of the TfGMC, to be discussed at an ordinary meeting of the TfGMC subject to at least eight clear days notice of such intention being given to the Secretary in writing, signed by the member concerned and specifying the business to be discussed. The Secretary shall set out in the agenda for each meeting of the TfGMC the items of business requested by members (if any) in the order in which they have been received, unless the member concerned has given prior written notice to the Secretary prior to the issue of the agenda for the meeting, for it to be withdrawn. If the member concerned is not present at the meeting when an item of which they have given notice comes up for discussion, this item shall, unless the TfGMC decides otherwise, be treated as withdrawn. A member shall not have more than one

item of business, or motion, standing in their name to be discussed at any meeting of the TfGMC.

- 4.4 No motion by way of notice to rescind any resolution which has been passed within the preceding six months, nor any motion by way of notice to the same effect as any motion which has been negatived within the preceding six months, shall be in order, unless the notice thereof shall have been given in time for inclusion on the agenda for the meeting, in accordance with paragraph 4.3 above, and the notice shall have been signed by four other members in addition to the member who is to propose the motion.
- 4.5\* Except in the case of business required by these Rules to be transacted at a meeting of the TfGMC, and other business brought before the meeting as a matter of urgency, and of which the Secretary shall have prior notice and which the Chair considers should be discussed at the meeting, no business shall be transacted at a meeting of the TfGMC other than that specified in the agenda for the meeting.

## **5. Chair of Meeting**

- 5.1\* At each meeting of the TfGMC the Chair, if present, shall preside.
- 5.2\* If the Chair is absent from a meeting of the TfGMC, the Vice-Chair, if present, shall preside.
- 5.3\* If both the Chair and Vice-Chair of the TfGMC are absent from a meeting of the TfGMC, the Secretary shall invite the members present to elect a member to preside for the duration of the meeting or until such time as the Chair (or Vice-Chair) joins the meeting.
- 5.4 Any power or function of the Chair in relation to the conduct of a meeting shall be exercised by the person presiding at the meeting.

## **6. Quorum**

- 6.1\* No business shall be transacted at any meeting of the full TfGMC unless at least one third of the members are present (i.e. 11 members as the TfGMC is presently constituted).
- 6.2\* The quorum for any meeting of a Sub Committee of the TfGMC shall be one third of the membership of that body.
- 6.3 If at the time for which a meeting is called, and for 15 minutes thereafter, a quorum is not present, then no meeting shall take place.
- 6.4 If during any meeting of the TfGMC the Chair, after counting the number of members present, declares that there is not a quorum present, the meeting shall stand adjourned to a time fixed by the Chair. If there is no quorum and the Chair does not fix a time for the reconvened meeting, the meeting shall stand adjourned to the next ordinary meeting of the TfGMC.

## **7. Order of Business**

- 7.1 At every meeting of the TfGMC the order of business shall be to select a person to preside if the Chair or Vice-Chair are absent and thereafter shall be in accordance with the order specified in the agenda for the meeting, except that such order may be varied -
- (a) by the Chair at his/her discretion, or
  - (b) on a request agreed to by the TfGMC.
- 7.2 The Chair may bring before the TfGMC at their discretion any matter that they consider appropriate to bring before the TfGMC as a matter of urgency.

## **8. Submission of Sub Committee Proceedings**

- 8.1 Except where a Sub Committee appointed by the TfGMC is acting under delegated authority, the Minutes of the proceedings of each of the TfGMC's Sub Committees shall be submitted to the TfGMC for confirmation. Confirmation by the TfGMC of those Minutes shall constitute approval of the proceedings of those Sub Committees.
- 8.2 The Chair or Vice-Chair of a Sub Committee, or other member of the Sub Committee acting in their place, shall deal with matters arising during any debate on the proceedings of the Sub Committee.
- 8.3 A Chair or Vice-Chair of a Sub Committee, or other member of the Sub Committee acting in their place, may, with the consent of the TfGMC, withdraw any item on the Minutes of that Sub Committee, or correct any factual inaccuracy, which might otherwise result in the TfGMC being misinformed on any item in the Sub Committee's Minutes.
- 8.4 When considering the Minutes of the proceedings, no motion or amendment shall be made or proposed, or any discussion allowed upon any matter which, although within the province of the Sub Committee, does not appear in the Minutes of the proceedings.

## **9. Rules of Debate**

### **Motions**

- 9.1 A Motion (or amendment) shall not be discussed unless it has been proposed and seconded. It shall, if required by the Chair, be put in writing and handed to the Chair, who shall determine whether it is in order before it is further discussed or put to the meeting.
- 9.2 A member when seconding a Motion or amendment may, if they then declare their intention to do so, reserve their speech until a later period of the debate. No member may, except at the discretion of the Chair, address the TfGMC more than once on any Motion. The mover of the original Motion may reply but shall

confine such reply to answering previous speakers and shall not introduce any new matter into the debate. After the reply the question shall be put forthwith.

- 9.3 A member when speaking shall address the Chair. If two or more members signify their desire to speak, the Chair shall call on one to speak: the other or others shall then remain silent. While a member is speaking no other member shall intervene unless to raise a point of order or by way of personal explanation.
- 9.4 A member shall direct his/her speech to the question under discussion or to a personal explanation or to a point of order. No speech shall exceed five minutes except by consent of the Chair.

### **Amendments to Motions**

- 9.5 An amendment shall be relevant to the Motion and shall be either:-
- (a) to refer a subject of debate to a Sub Committee for consideration or reconsideration: or
  - (b)
    - (i) to leave out words from the Motion:
    - (ii) to leave out words from, and insert or add others to, the Motion:
    - (iii) to insert words in, or add words to, the Motion:

but such omission, insertion or addition of words shall not have the effect of negating the Motion before the TfGMC.

- 9.6 Only one amendment may be moved and discussed at a time and no further amendment shall be moved until the amendment under discussion has been disposed of. The mover of an amendment shall read the same before speaking to it.
- 9.7 If an amendment is negated, 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 substantive Motion upon which any further amendment may be moved, except any amendment which would be inconsistent with that already carried. The right of reply under paragraph 9.2 above shall not extend to the mover of an amendment which, having been carried, has become the substantive Motion. No member shall move more than one amendment on any Motion.
- 9.8 A member may, with the consent of the TfGMC, signified without discussion:-
- (a) alter a Motion of which they have given notice; or
  - (b) with the consent of their seconder alter a Motion which they have moved:
- if in either case the alteration is one which could be made as an amendment thereto.
- 9.9 A Motion or amendment may be withdrawn by the mover with the consent of the TfGMC (which shall be signified without discussion) and no member may speak

upon it after the mover has asked permission for its withdrawal, unless such permission has been refused.

9.10 When a Motion is under debate no other Motion shall be moved except the following:-

- (a) That the Motion be amended
- (b) That the TfGMC proceed to the next business
- (c) That the question be put
- (d) That the debate be adjourned
- (e) That the meeting be adjourned
- (f) That the member named be warned
- (g) (By the Chair under paragraph 11.2 below) That the member named leave the meeting, or
- (h) That the press and public be excluded (in accordance with Section 100A of the Local Government Act, 1972).

9.11 A member who has not already spoken on the item under consideration may move without comment at the conclusion of a speech of another member “That the TfGMC proceed to the next business”, “That the question be put”, “That the debate be adjourned” or “That this meeting of the TfGMC be adjourned” and on the seconding of that Motion the Chair shall proceed as follows:

- (a) on a Motion to proceed to the next business, unless in their opinion the original Motion or amendment has been insufficiently discussed, they shall first give the mover of the original Motion a right of reply, and then put to the vote the Motion to proceed to the next business; if this latter Motion is carried, the original Motion or amendment under discussion shall be deemed to be withdrawn.
- (b) on a Motion that the question be put, unless in their opinion the Motion or amendment before the meeting has not been sufficiently discussed, they shall first put to the vote the Motion that the question be put and, if it is carried, they shall then give the mover of the original Motion their right of reply under paragraph 9.2 above, before putting the Motion or any amendment then under discussion to the vote.
- (c) on a Motion to adjourn the debate, if, in the Chair’s opinion, the Motion or amendment before the meeting has not been sufficiently discussed, and cannot reasonably be sufficiently discussed on that occasion, they shall put to the vote a Motion to adjourn the debate to the next meeting of the TfGMC, or to a time stated, without giving the mover of the original Motion their right of reply on that occasion; if the adjournment Motion is carried, then, on the resumption of the debate, the Chair shall reintroduce the Motion or amendment before the meeting at the time the debate was adjourned, and the member who moved the adjournment of the debate shall be entitled to speak first.
- (d) on a Motion to adjourn a meeting of the TfGMC until a specified date and time, the Chair shall forthwith put such a Motion to the vote without giving any right of reply to the mover of any Motion under discussion and, if the Motion is carried, the remaining business of the day shall stand adjourned until the date and time stated in the Motion. On the resumption of the

meeting of the TfGMC the procedure in paragraph 9.11(c) above shall apply.

- 9.12 No member may move any of the Motions in paragraph 9.11 above on more than one occasion at each meeting and, when such a Motion is not carried, a second Motion of the like nature shall not be made within half an hour unless, in the opinion of the Chair, the circumstances of the question are materially altered.

### **Points of Order**

- 9.13 A member may, with the permission of the Chair, raise 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 the Rules of Procedure or statutory provision and the member shall specify which part of the Rules of Procedure or statutory provision and the way in which they consider it has been broken. A personal explanation shall be confined to some material part of a former speech by the member which they consider to have been misunderstood in the present debate.
- 9.14 The ruling of the Chair on a point of order, or the admissibility of a personal explanation, shall not be open to discussion.
- 9.15 Whenever the Chair intervenes during a debate a member then speaking or offering to speak shall give way.

### **Motion to exclude the Press and Public**

- 9.16 A Motion to exclude the press and public in accordance with Section 100A of the Local Government Act, 1972 may be moved, without notice, at any meeting of the TfGMC during an item of business whenever it is likely that if members of the public were present during that item there would be disclosure to them of confidential or exempt information as defined in Section 100A of the 1972 Act.

## **10. Voting**

- 10.1 Whenever a vote is taken at meetings of the TfGMC it shall be by a show of hands. On the requisition of any member of the TfGMC, supported by four other members who signify their support by rising in their places, and before the vote is taken, the voting on any question shall be recorded so as to show whether each member present gave their vote for or against that question or abstained from voting.
- 10.2\* In the case of an equality of votes, the Chair shall have a second, or casting, vote.
- 10.3\* A member may demand that his/her vote be recorded in the Minutes of the meeting.

## **11. Conduct of Members at meetings**

- 11.1 If at a meeting any member of the TfGMC, misconducts 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 TfGMC, the Chair or any other member may move “That the member named be warned” and the Motion if seconded shall be put and determined without discussion.
- 11.2 If the member named continues such misconduct after a Motion under the foregoing paragraph has been carried, the Chair shall either:-
- (a) move “That the member named leave the meeting” (in which case the Motion shall be put and determined without seconding or discussion); and
  - (b) adjourn the meeting of the TfGMC for such period as they consider expedient.
- 11.3 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 vested in him or her may, without question put, adjourn the meeting of the TfGMC for such period as he or she considers expedient.

## **12. Disturbance by Members of the Public**

- 12.1 If a member of the public interrupts the proceedings at any meeting the Chair shall warn him or her. If they continue the interruption the Chair shall order his or her removal from the room. In the case of general disturbance in any part of the room open to the public the Chair shall order that part to be cleared.

## **13. Interests of Members**

- 13.1\* A member must have regard to the Code of Conduct for Members of the local authority for which they are an elected member and their obligations in relation to the disclosures of, and possible withdrawal from a meeting, for reason of personal and prejudicial interests.

## **14. Appointment of Sub Committees**

- 14.1 The TfGMC shall at the Annual Meeting appoint such Sub Committees as it has at that, or any earlier meeting, resolved to establish; may, at any time, appoint such other Sub Committees as are necessary to carry out the work of the TfGMC; and may, at any time, dissolve a Sub Committee or alter its membership.
- 14.2 The terms of reference of Sub Committees shall be approved by the TfGMC and shall be subject to review at each Annual Meeting.
- 14.3 The TfGMC shall at each Annual Meeting, or whenever there is a vacancy in such office, appoint the Chair and (where necessary) the Vice-Chair of each Sub Committee.

- 14.4 The TfGMC may at any time remove a member from the office of Chair or Vice-Chair of a Sub Committee and appoint another member to fill the resultant vacancy.
- 14.5 A member may resign from the office of Chair or Vice-Chair of a Sub Committee by notice in writing delivered to the Secretary, the resignation to take effect from the time of receipt of such notice.
- 14.6 Pending the filling by the TfGMC of a casual vacancy in the office of Chair or a Sub Committee, the Vice-Chair shall act as Chair.
- 14.7 Wherever possible, a programme of dates and times of Sub Committee meetings for the ensuing year shall be approved at the Annual Meeting of the TfGMC, or, on the first appointment of a Sub Committee, at any other meeting of the TfGMC. Such a programme shall, however, be capable of variation by the TfGMC, and, in case of urgency, by the Chair or Vice-Chair of the Sub Committee.
- 14.8 TfGMC members may attend a meeting of any Sub Committee of which they are not a member, but shall not, without the consent of the Chair, take part in any proceedings. They shall not, in any event, move any Motion or amendment, or vote at such a meeting. Such members may attend a Sub Committee meeting during consideration of any business indicated on the agenda as likely to be considered when the public have been excluded, provided advance written notice has been given to the Secretary of the member's intention to attend for the discussion of such business, and his or her reasons for so doing.
- 14.9 A member of the TfGMC who has moved a Motion that has been referred to any Sub Committee shall have notice of the meeting of the Sub Committee at which it is proposed to consider the Motion. They shall have the right to attend the meeting and if the member attends, they shall be afforded an opportunity of explaining the Motion.

## **15. Publication of Reports**

- 15.1\* Reports or other documents for the consideration of the TfGMC or a Sub Committee shall be marked "Private & Confidential Not for Publication" only if the Secretary, as Proper Officer under Section 100B(2) of the Local Government Act 1972 and determines that this should be done on one or more of the grounds specified in the Act.
- 15.2 A Member of the TfGMC or a member of the public may request that an item of business containing exempt information should be taken in public and such a request should be dealt with by the meeting at which the item is to be considered in private as the first item on the agenda. The procedure for dealing with such requests is set out in Rules 16 and 17 below.
- 15.3\* Copies of the agenda of meetings of the TfGMC or its Sub Committees, including prints of reports or other documents to be submitted to the TfGMC or Sub Committees (other than reports or other documents marked "Not for Publication") shall be furnished prior to the meeting to representatives of the press, radio and

television and shall also be furnished at the meeting to members of the public attending such meetings. Such documents shall also be made available for public inspection, at least five clear days before any meeting, at the Town Hall, Manchester.

- 15.4\* Where an item or report has been added to an agenda, any revised agenda or additional report shall be available for public inspection as soon as the item or report has been added to the agenda, provided copies are also, at that time, available to members of the TfGMC.

## **16. Access to Information Procedure Rules**

- 16.1 Except as otherwise indicated, these rules apply to all meetings of the TfGMC and its Sub Committees.

- 16.2 The Rules in Section 16 do not affect any more specific rights to information contained elsewhere in these Rules of Procedure or the law.

- 16.3 The TfGMC will supply copies of:

- (a) any agenda and reports that are open to public inspection;
- (b) any further statements or particulars, if any, as are necessary to indicate the nature of the items in the agenda; and
- (c) if the Secretary thinks fit, copies of any other documents supplied to members in connection with an item

to any person on payment of a charge for postage and any other costs.

- 16.4 The TfGMC will make available copies of the following for six years after a meeting:

- (a) the minutes of the meeting, excluding any part of the minutes of proceedings when the meeting was not open to the public or which disclose exempt or confidential information;
- (b) 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;
- (c) the agenda for the meeting;
- (d) reports relating to items when the meeting was open to the public.

- 16.5 The relevant Chief Officer will set out in every report a list of those documents (called background papers) relating to the subject matter of the report that in his/her opinion:

- (a) disclose any facts or matters on which the report or an important part of the report is based; and
- (b) which have been relied on to a material extent in preparing the report but does not include published works or those which disclose exempt or confidential information.

**17. Exclusion of access by the public to meetings**

**(a) Confidential information – requirement to exclude public**

17.1 The public must be excluded from meetings whenever it is likely in view of the nature of the business to be transacted or the nature of the proceedings that confidential information would be disclosed.

17.2 Where the meeting will determine any person's civil rights or obligations, or adversely affect their possessions, Article 6 of the Human Rights Act establishes a presumption that the meeting will be held in public unless a private hearing is necessary for one of the reasons stated in Article 6.

**(b) Meaning of confidential information**

17.3 Confidential information means information given to the TfGMC by a Government department on terms that forbid its public disclosure or information that cannot be publicly disclosed by reason of a Court Order or any enactment.

**(c) Meaning of exempt information**

17.4 Exempt information means information falling within the following categories (subject to any qualifications):

- (i) information relating to any individual;
- (ii) information which is likely to reveal the identity of any individual;
- (iii) information relating to the financial or business affairs of any particular person (including the authority holding that information);
- (iv) information relating to any consultations or negotiations, or contemplated consultations or negotiations in connection with any labour relations matter arising between the TfGMC or a Minister of the Crown and employees of, or office holders under, the TfGMC;
- (v) information in respect of which a claim to legal professional privilege could be maintained in legal proceedings;
- (vi) information which reveals that the TfGMC proposes a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or b) to make an order or direction under any enactment;
- (vii) information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

**(e) Exclusion of Access by the public to reports**

18.5 If the Secretary thinks fit, the TfGMC may exclude access by the public to reports which in his/her opinion relate to items during which the meeting is likely not to be

open to the public. Such reports will be marked “Not for Publication” together with the category of information likely to be disclosed.

**SCHEDULE 3**

**PROTOCOL FOR SCRUTINY ARRANGEMENTS  
FOR AGMA, GMCA, TfGMC AND TfGM**

This protocol provides a framework for carrying out joint scrutiny work of:

- A. The AGMA Executive Board (“the Executive Board”) within the arrangements of the AGMA Constitution and Operating Agreement;
- B. The Greater Manchester Combined Authority (GMCA);
- C. The Transport for Greater Manchester Committee (TfGMC); and
- D. The Transport for Greater Manchester (TfGM).

This protocol will be reviewed annually to ensure it remains relevant.

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

2.1 These arrangements have been established to act as a focus for the scrutiny and challenge of the Executive Board and Commissions, 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:-

2.2.1 monitoring:-

- (i) the decisions of the Executive Board;
- (ii) the decisions of the GMCA; and
- (iii) major and strategic decisions of the TfGMC which are taken by the TfGMC in accordance with the delegations set out in Schedule 1, Parts B, C and D of this Operating Agreement;

and to make recommendations for improvement and/or change;

2.2.2 investigating matters of strategic importance to residents of the Constituent Councils and reporting with recommendations to the Executive Board, the GMCA, or the TfGMC as appropriate;

2.2.3 reviewing and commenting upon the following periodic reports to the Executive Board in advance of their submission for approval to the Executive Board:-

- (i) any budgets for sub regional functions which are the responsibility of the Executive Board; and

- (ii) Annual refreshes of AGMA Commission Work Programmes as detailed in Clause 8.4 of the AGMA Operating Agreement and Constitution;
- 2.2.4 reviewing the performance of the Executive Board and the GMCA against objectives within the Greater Manchester Strategy;
- 2.2.5 facilitating the exchange of information about the work of AGMA, the GMCA and the TfGMC and to share information and outcomes from reviews;
- 2.2.6 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.
- 2.2.7 Scrutiny in respect of the AGMA Health function will be undertaken in accordance with separate statutory arrangements.
- 2.2.8 The terms of reference for these scrutiny arrangements and the work programme in relation to scrutiny of the Executive Board, the GMCA and the TfGMC will be subject to an annual review.

### **3. Operation of Scrutiny Arrangements for AGMA, 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 as a substitute for an Executive Board member under section 6.1 of the AGMA Operating Agreement, or to any AGMA Commission, or AGMA Sub Committee cannot participate in the operation of the scrutiny arrangements on any issues which were taken at any meeting of the Executive Board, or any AGMA Commission or AGMA Sub Committee at which they were present.
- 3.4 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.

3.5 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:-

- 3.5.1 they cease to be an elected member of the Constituent Council that appointed them;
- 3.5.2 they wish to no longer participate in these arrangements; or
- 3.5.3 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.

3.6 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:

- (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 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 Executive Board, GMCA and TfGMC**

5.1.1 Members of the Scrutiny Pool appointed under this Protocol will have the power to call in:-

- (i) any decision of the Executive Board;
- (ii) any decision of the GMCA;
- (iii) any major or strategic decision of the TfGMC which is taken by the TfGMC in accordance with the delegations set out in Schedule 1, Parts B, C and D of this Operating Agreement.

### **5.2 Publication of Notice of Decisions**

5.2.1 When:-

- (i) a decision is made by the Executive Board or the GMCA, or
- (ii) a major or strategic decision is made by the TfGMC in accordance with the delegations set out in Schedule 1, Parts B, C and D of this Operating Agreement,

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.

5.2.2 The notices referred to at paragraph 5.2.1 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 Executive Board, GMCA, and TfGMC**

5.3.1 During the “Call-in” period specified at paragraph 5.2.2 above the Secretary shall:-

- (j) call-in a decision of the Executive Board 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 Executive Board 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 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;
- (iii) call in a major or strategic decision made by the TfGMC in accordance with the delegations set out in Schedule 1, Parts B, C and D of this Operating Agreement 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.

5.3.2 If, having considered :-

- (i) a decision made by the Executive Board or the GMCA; or
- (ii) a major or strategic decision made by the TfGMC in accordance with the delegations set out in Schedule 1, Parts B, C and D of this Operating Agreement;

the joint meeting of Scrutiny Pool members is still concerned about it, then it may refer it back to the Executive Board, 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 Executive Board, the GMCA or the TfGMC (as appropriate), then the Executive Board, the GMCA or the TfGMC (as appropriate) will reconsider the decision before adopting a final decision.

5.3.3 If, following an objection to:-

- (i) a decision of the Executive Board, or the GMCA; or
- (ii) a major or strategic decision made by the TfGMC in accordance with the delegations set out in Schedule 1, Parts B, C and D of this Operating Agreement;

the joint meeting of Scrutiny Pool members does not refer it back to the Executive Board or 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.

5.3.4 The call-in procedure set out above, shall not apply where:-

- (i) the decision being taken by the Executive Board, or the GMCA; or

- (ii) the major or strategic decision made by the TfGMC in accordance with the delegations set out in Schedule 1, Parts B, C and D of this Operating Agreement;

is urgent.

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, the decision is an urgent one, and therefore not subject to call-in. The Executive Board or 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.

## **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 for 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.

#### **SCHEDULE 4**

### **DRAFT AGREEMENT ON THE REVIEW ARRANGEMENTS FOR THE ESTABLISHMENT OF A COMBINED AUTHORITY**

THIS AGREEMENT is made on the                      day of                      ,  
between: -

1. The Council of the City of Manchester;
2. The Borough Council of Bolton;
3. The Council of the Metropolitan Borough of Bury;
4. The Oldham Borough Council;
5. The Rochdale Borough Council;
6. The Council of the City of Salford
7. The Metropolitan Borough Council of Stockport;
8. The Tameside Metropolitan Borough Council;
9. The Trafford Borough Council; and
10. The Wigan Borough Council

(each hereinafter a "Constituent Council" and together the "Constituent Councils")

WHEREAS: -

A. The Chancellor of the Exchequer announced Greater Manchester as one of two pilot City Regions in his budget announcement in 2009. As part of the pilot the Greater Manchester Strategy has been approved which sets out the key priorities to achieve long-term economic growth for the City Region and enable all parts of the City Region to enjoy improved opportunities from this growth. The first Ministerial Agreement was completed on the 18<sup>th</sup> December 2009 between Association of Greater Manchester Authorities and the Government which had two purposes:

- to set out those areas where Greater Manchester and the Government have agreed that changes in policy and/or Governance are agreed and the next steps to be taken
- to provide the basis of an ongoing dialogue between officials to identify important areas of policy including those arising out of the pilots, where changes would be beneficial to raising the rate of growth in the City Region.

Government have made it clear that devolution of many of the powers and responsibilities to the City Region in the first Ministerial Agreement and beyond will be dependent upon the agreement by the Constituent Councils of more robust governance arrangements. It is in this context that a review of governance arrangements has been undertaken across the areas of the Constituent Councils

B. Following a review under Section 108 of the Local Democracy Economic Development and Construction Act 2009 (LDEDCA) of the effectiveness and efficiency of transport and of the arrangements to promote economic development and regeneration within the area of the Constituent Councils (“the Combined Area”) the Constituent Councils have concluded that the establishment of a Combined Authority (CA) would be likely to improve –

- (a) the exercise of statutory functions relating to transport, economic development and regeneration in the Combined Area
- (b) the effectiveness and efficiency of transport in the Combined Area
- (c) economic conditions in the Combined Area

C. Each Constituent Council has consented to the inclusion of its area in the scheme for the establishment of a CA published on [ ] set out in Schedule 1 (the Scheme).

- D. The Scheme includes proposals for the area, membership, voting arrangements and functions of the CA. It provides for the CA to have an executive delivery body to be named the Transport for Greater Manchester Executive (TfGME), currently named the Greater Manchester Passenger Transport Executive (GMPTE). There is also a provision in the Scheme for the establishment of a joint committee to be called the Transport for Greater Manchester Committee (TfGMC), for enhanced scrutiny arrangements and for a subsequent review of all the arrangements relating to the CA.
- E. If the Secretary of State considers that establishing a CA is likely to improve –
- (i) the exercise of statutory functions relating to transport, economic development and regeneration in the Combined Area
  - (ii) the effectiveness and efficiency of transport in the Combined Area
  - (iii) economic conditions in the Combined Area

s/he may make an order under Section 103 of the LDEDCA establishing a CA, but may only do so after consulting the Constituent Councils, the Greater Manchester Integrated Transport Authority (GMITA) and such other persons considered appropriate and after a draft order has been approved by both Houses of Parliament.

- F. The order establishing the CA may be changed by a further order made by the Secretary of State under Section 113 of the LDEDCA in accordance with the statutory procedure in the LDEDCA.

Section 111 of the LDEDCA provides that any one or more of the CA or the Constituent Councils may undertake a review relating to the CA or one or more areas of the CA. Such a review can be on one or more of the matters in respect of which an order can be made under Section 104 – 107 of the LDEDCA including changing the boundaries of a CA by adding or removing an area to or from an existing authority (with the authority's consent). No change can be made to the areas included in the CA without an order of the Secretary of State following such a review and the publication of a scheme by the authority or authorities carrying out the review.

- G. Paragraph 46 of the Scheme contains the following provision relating to a review of matters in respect of the CA.

*“The CA and its constituent councils will undertake a joint review of the arrangements pursuant to Section 111, Local Democracy, Economic Development and Construction Act 2009 to be commenced on whichever is the earlier of:-*

- (a) the fifth anniversary of the commencement date of the arrangements,*
- Or*
- (b) immediately after notice is given by a Constituent Council requesting a joint review, provided that such notice is not given before the third anniversary of the commencement date.*

*This commitment is without prejudice to the statutory rights of one or more of the Constituent Councils to undertake their own review at any time.”*

- H. The Constituent Councils wish to record the arrangements which have been agreed between them for the conduct of any future review in relation to the CA or any one or more areas of the CA under sections 111 and 112 of the LDEDCA, in the event that the Secretary of State makes an order establishing a CA under Section 103 of the LDEDCA

IT IS HEREBY AGREED as follows:-

1. The Constituent Councils will develop a set of indicators (the indicators) based on the priorities in the Greater Manchester Strategy (and any delivery plan developed thereunder) which will be agreed by each Constituent Council and which may be used by the CA and Constituent Councils to assist in assessing performance of the CA including use in any review under Section 111 of the LDEDCA.
2. The Constituent Councils will undertake a joint review with the CA to be commenced on whichever is the earlier of
  - (a) the fifth anniversary of the commencement date of the CA or
  - (b) immediately after a Constituent Council serves notice on the CA and other Constituent Councils requesting a joint review provided that such notice is not given before the third anniversary of the commencement date.
3. The matters which will be considered in any joint review include:
  - (i) Performance of the CA against the indicators

- (ii) Performance of the CA in improving the exercise of the relevant statutory functions, economic conditions and transport in the CA's area and in the area of individual Constituent Councils
  - (iii) Costs and value for money
  - (iv) Constitutional arrangements including membership and voting
  - (v) Functions of the CA
  - (vi) The boundaries of the CA
  - (vii) Relationship of the CA to its executive delivery body, the TfGME (currently GMPTE)
  - (viii) Any other criteria reasonably considered relevant by any of the Constituent Councils or the CA
4. The Constituent Councils will procure that in any joint review an independent person is commissioned to report on:
- (i) The performance of the CA against the indicators and other review criteria, and
  - (ii) Any changes to the CA's functions, area, constitutional arrangements which would be likely to improve:
    - (a) the exercise of statutory functions relating to transport, economic development and regeneration or
    - (b) the effectiveness and efficiency of transport and the economic conditions in the area of the CA or an area of a Constituent Council.

Any representations, reports and other information submitted by a Constituent Council will be taken into account in the review

5. In the event that a Constituent Council decides either alone or together with another Constituent Council to undertake a review under Section 111 of the LDEDCA which is not a joint review as provided for in Clauses 2 to 4, each Constituent Council agrees as follows:
- (i) each Constituent Council undertaking such a review will give notice to the other Constituent Councils and the CA setting out the matters which are to be the subject of the review
  - (ii) each Constituent Council (whether or not undertaking such a review) will provide and will procure that the CA provides such information or independent reports including the reports referred to at Clause 4 above as are reasonably required by the reviewing Constituent Council or Councils in order to conduct such a review.

6. If one or more Constituent Councils or the CA, having undertaken a joint review as provided for in Clauses 2 to 4 or a review under Clause 5, publishes a scheme under Section 112 of the LDEDCA proposing the removal of an area or areas from the area of the CA (with the consent of the Constituent Council(s) for the area or areas), each of the remaining Constituent Councils will take all reasonable steps to support the removal of the said area(s) from the area of the CA including in any response to the Secretary of State in the course of his/her consultation on any proposed order.

TO BE SIGNED BY ALL AGMA LEADERS AND CHIEF EXECUTIVES

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**Protocol 1 : Traffic Signals**  
**Between**  
**Greater Manchester Combined Authority and**  
**Transport for Greater Manchester Committee and**  
**Transport for Greater Manchester**  
**And**  
**The AGMA Local Highway / Traffic Authorities**

**Introduction**

1. The Greater Manchester (Combined Authority) Order 2011 statutorily delegates to the Greater Manchester Combined Authority ('GMCA') the following functions of the constituent councils in relation to traffic signals:
  - functions under section 65 (placing of traffic signs) of the Road Traffic Regulation Act 1984 so far as it relates to traffic signs that are traffic light signals;
  - functions under section 23 of that Act (pedestrian crossings) so far as it relates to Pelican and Puffin crossings as defined by regulation 3(1) of the Zebra, Pelican and Puffin Crossings Regulations 1997

The Order states that "traffic light signals" means a traffic sign of the size, colour and type prescribed by regulation 33, 34, 37, 39, 41, 44, 45, 46 47, 48, 49 or 52 of the Traffic Signs Regulations 2002 or another traffic sign of a like nature prescribed by those Regulations as from time to time amended or any regulations for the time being replacing those Regulations

2. The delegation relates to the light signals specified in the following regulations of the Traffic Signs Regulations 2002:

Regulation 33	Light signals for the control of vehicular traffic
Regulation 34	Green arrow light signals
Regulation 37	Light signals for control of vehicular traffic entering or proceeding on motorway or dual carriageway
Regulation 39	Light signals to control traffic at level crossings etc
Regulation 41	Light signals for the control of tramcars
Regulation 44	Light signals for lane control of vehicular traffic
Regulation 45	Warning light signals on motorways and dual carriageways
Regulation 46	Matrix signs
Regulation 47	Light signals at signal controlled pedestrian facilities
Regulation 48	Light signals at equestrian crossings
Regulation 49	Light signals at toucan crossings
Regulation 52	Light signals for pedestrian traffic at level crossings

and functions relating to pelican and puffin crossings.

3. The GMCA will also have power to enter into Agreements under s278 Highways Act 1980 to enable it to obtain 3<sup>rd</sup> party funding for such signals and crossings.
4. The delegation does not include functions relating to portable light signals, school crossing warning light signals or powers relating to zebra crossings which will continue to be authorised by the relevant traffic authority.
5. For the purpose of this protocol the term ‘traffic signals’ (except where otherwise indicated) means the light signals set out at paragraph 2 above (and the term ‘traffic signal function’ shall be construed accordingly). The function includes the installation, upgrading, replacement, maintenance and management of traffic signals on local highway authority roads.
6. This protocol sets out the roles and responsibilities of GMCA, the Transport for Greater Manchester Joint Committee (‘TfGMC’), Transport for Greater Manchester (‘TfGM’) and the local highway/traffic authorities (‘LTAs’) with regard to installing, managing, maintaining and running traffic signals under the combined authority arrangements. It is expected that all parties will work together in close partnership to ensure an effective, efficient and integrated approach to the matters covered by this protocol.

### **GMCA Role**

The GMCA is responsible for:

1. producing and developing policies in relation to the installation, maintenance, and management of traffic signals which are consistent with the Greater Manchester Strategy, the GM Local Transport Plan objectives and the GMCA’s and LTA’s budgets.
2. Setting budgets in relation to traffic signals including the TfGM unit responsible for traffic signals.
3. Entering into agreements under section 278 of the Highway Act 1980 in relation to traffic signals.
4. Determining the functions to be carried out in relation to traffic signals by TfGMC and TfGM respectively and making arrangements accordingly.

### **TfGMC Role**

The TfGMC is responsible for:

1. making recommendations to the GMCA in respect of:
  - (a) the development of policies relating to the installation, maintenance, and management of traffic signals that take both strategic and local strategies and frameworks into account

- (b) the GMCA's budget for traffic signals
- 2. making arrangements for the discharge of the functions to be carried out in relation to traffic signals by TfGM.
- 3. monitoring and overseeing the activities and performance of TfGM in relation to the traffic signal function.

### **TfGM Role**

TfGM is responsible for:

- 1. designing and arranging for the construction of traffic signals (including carrying out any necessary statutory formalities) and associated equipment to meet the GMCA's and LTA's objectives and the agreed programme.
- 2. agreeing with LTAs, on a case by case basis, whether the TfGM or the relevant LTA will be responsible for carrying out lining, installation of tactile paving and ancillary signing for traffic signals.
- 3. producing and updating a traffic signals asset management plan which identifies cost effective programmes for replacing time expired traffic signals and associated equipment.
- 4. maintenance of traffic signals.
- 5. designing, managing and adjusting traffic signal timings in a manner that takes into account the needs of users of both the strategic and local road networks, following consultation with the relevant LTA.
- 6. coordinating the carrying out of traffic signal works with ancillary signing/lining and any complementary highway improvement works to be carried out by the relevant LTA.

### **LTA Role**

LTAs are responsible for:

- 1. identifying locations where the benefits of introducing new traffic signals or upgrading existing installations are justified to meet the LTA's priorities and are consistent with GMCA policies.
- 2. including such locations within their programmes and requesting TfGM to design and install the traffic signals.
- 3. advising TfGMC of any revisions they recommend to maintenance policies and standards.

4. informing the TfGM of LTA objectives and local priorities, which need to be taken into account alongside GM strategic objectives and priorities, in designing, managing and adjusting traffic signal timings.
5. carrying out complementary highway improvement works and, where agreed with TfGM carrying out the ancillary lining, tactile paving and signing in respect of traffic signals, coordinating these works with the traffic signal works to be carried out by TfGM.
6. carrying out temporary traffic management following accidents/incidents which result in temporary traffic signals failure.
7. repairing highway surfaces in advance of detection loops being installed or repaired.
8. carrying out functions in relation to portable light signals, school crossing warning light signals and zebra crossings.
9. entering into agreements under section s278 of the Highways Act 1980 in respect of non traffic signal highway works.

**DRAFT**

**Protocol 2 : Transport Studies / Forecasting**

**Between**

**Greater Manchester Combined Authority and  
Transport for Greater Manchester Committee  
Transport for Greater Manchester**

**and**

**The AGMA Local Highway / Traffic Authorities**

**Introduction**

1. The Greater Manchester (Combined Authority) Order 2011 statutorily delegates the duty to prepare reports on road traffic levels within Greater Manchester under section 2 Road Traffic Reduction Act 1997 (“the transport studies function”) to the Greater Manchester Combined Authority (‘GMCA’)
2. The above function is referred to in this protocol as the ‘transport studies function’. The GMCA has other powers to carry out research and studies in respect of traffic levels and emissions.
3. This protocol sets out the roles and responsibilities of the GMCA, the Transport for Greater Manchester Joint Committee (‘TfGMC’), Transport for Greater Manchester (‘TfGM’) and the local traffic/highway authorities (‘LTAs’) in respect of the above function. It is expected that all parties will work together in close partnership to ensure an effective, efficient and integrated approach to the matters covered by this protocol.

**GMCA Role**

The GMCA is responsible for :

1. producing and updating policies in respect of the transport studies function which are consistent with the Greater Manchester Strategy, the GM Local Transport Plan objectives and the GMCA’s and LTA’s budgets.
2. setting budgets in respect of the transport studies function.
3. determining the functions to be carried out by TfGMC and TfGM respectively in relation to the transport studies function and making arrangements accordingly.

### **TfGMC Role**

The TfGMC is responsible for:

1. making recommendations to the GMCA in respect of:
  - (a) producing and updating policies in respect of the transport studies function which are consistent with the Greater Manchester Strategy, the GM Local Transport Plan objectives and GMCA's and LTA's budgets
  - (b) setting budgets in respect of the transport studies function
2. making arrangements for the discharge of the functions to be carried out in relation to the transport studies function by TfGM.
3. monitoring and overseeing the activities and performance of TfGM in relation to the transport studies function

### **TfGM Role**

TfGM on behalf of the GMCA is responsible for:

1. providing a strategic transport analysis and advice service based on the databases and modelling resources which it maintains.
2. maintaining the following GM databases:
  - (a) road traffic accident and casualties
  - (b) transport assessment trip rate information
  - (c) traffic volume, pedestrian and cycle counts
  - (d) traffic interview surveys
  - (e) traffic speeds (copy of DfT Trafficmaster database)
  - (f) passenger boarding and alighting counts
  - (g) vehicle occupancy counts
  - (h) key centre cordon and car park counts
  - (i) such other GM databases as are requested by LTAs

3. maintaining the following GM models:
  - (a) Strategy Planning (GMSPM2)
  - (b) Public Transport Network (GMPTM)
  - (c) SATURN (GMSATURN)
  - (d) Transport Element of Emissions Inventory (EMIGMA)
4. providing a cost effective traffic count, transport survey, modelling, analysis and advice service for the LTAs including modelling and forecasting support for scheme design for major and minor transport projects and operational, transport and economic appraisals of LTA's strategies and developers' proposals.

### **LTA Role**

The LTAs will be responsible for:

1. making efficient use of the available databases, models and shared GM analysis and advice services where appropriate.
2. identifying new survey, database and analysis work that they wish TfGM to carry out on their behalf.

DRAFT

### **Protocol 3 : Network Management**

**Between  
Greater Manchester Combined Authority and  
Transport for Greater Manchester Committee and  
Transport for Greater Manchester  
and  
The AGMA Local Traffic Authorities**

#### **Introduction**

1. The AGMA local highway/traffic authorities ('LTAs') have delegated the discharge of the following function to the Transport for Greater Manchester Committee ('TfGMC'):

Carrying out actions to facilitate the performance by local traffic authorities of their duty to manage their road traffic on their on their own roads and facilitating the same on other local authorities' roads pursuant to Sections 16 and 17 (except for sub-sections 17 (2) and (3)) of the Traffic Management Act 2004, including in particular –

- (a) establishing processes for identifying things (including future occurrences) which are causing or have the potential to cause road congestion or other disruption to the movement of traffic on the road network;
  - (b) determining specific policies and objectives in relation to strategic roads;
  - (c) monitoring the effectiveness of traffic authorities in managing their road network.
2. The above function is referred to in this protocol as 'the strategic network management function'. This function dovetails with the GMCA's duty under section 108(1) (a) of the Transport Act 2000 to develop policies for the promotion and encouragement of safe, integrated, efficient and economic transport to, from and within its area. ( 'the s108 duty').
  3. This protocol sets out the roles and responsibilities of GMCA, TfGMC, the Transport for Greater Manchester ('TfGM') and the LTAs in respect of the above function under the combined authority arrangements. . It is expected that all parties will work together in close partnership to ensure an effective, efficient and integrated approach to the matters covered by this protocol.

## **The GMCA Role**

The GMCA is responsible for developing policies for the promotion and encouragement of safe, integrated, efficient and economic transport to, from and within its area under s108 Transport Act 2000.

## **TfGMC Role**

The TfGMC will be responsible for:

1. producing and developing policies in relation to the strategic network management function which are consistent with the Greater Manchester Strategy, the GM Local Transport Plan objectives and the GMCA's and LTA's budgets.
2. drawing up budgets in relation to the strategic network management function.
3. making recommendations to the GMCA in respect of the development of policies for the promotion and encouragement of safe, integrated, efficient and economic transport to, from and within its area under s108 Transport Act 2000.
4. determining the tasks to be carried out in relation to the strategic network management function by TfGM.
5. monitoring and overseeing the activities and performance of TfGM.

## **TfGM Role**

The TfGM will be responsible for:

1. Taking action to improve poorly performing routes including:
  - (a) providing safety and travel information to passenger and traveller organisations, satellite navigation operators, news media and internet users
  - (b) delivering behavioural change campaigns aimed at supporting public transport, walking, cycling, car-sharing and delivery vehicle- sharing and encouraging fewer journeys
  - (c) coordinating enforcement activities between local Highway and Traffic Authorities, the Highways Agency and Greater Manchester Police
  - (d) proactive monitoring of highway, transport, developer and street works activities and driver behaviour on strategic routes to identify regular and real time unauthorised activities which are causing delays
2. maintaining an accurate calendar of events at key sporting, cultural and leisure venues and events on roads ('events') that have the potential to cause significant delays on the strategic routes.

3. giving support to the events organisers and LTAs to produce the traffic management plan to be deployed by organisers at the event.
4. monitoring the deployment of major event plans and proposing further strategic, tactical and operational interventions to minimise disruption to the network.
5. working with LTAs to assist event organisers with the management of planned strategic, operational and tactical response to events.
6. coordinating LTA responses to incidents such as traffic accidents, breakdowns, carriageway failures, adverse weather, security alerts etc ('incidents') which affect more than one highway authority.
7. working with LTAs, the Highways Agency, and the Police to identify strategic routes within Greater Manchester which suffer from regular incidents or climatic events and develop resilience plans and, where needed, tactical diversion plans to be implemented for future incidents or events.
8. designating abnormal load routes, in a manner that takes into account the needs of users of both the strategic and local road networks, to ensure the safe and fluid movement of abnormal loads across Greater Manchester.
9. providing event and incident travel information to passenger and traveller organisations, satellite navigation operators, news media and internet users.
10. developing and managing a Greater Manchester Traffic Control Centre to enhance the data gathering, monitoring, coordinating and communications capabilities within Greater Manchester.

### **LTA Authority Role**

LTAs will be responsible for:

1. securing the expeditious movement of traffic on their roads.
2. appointment of a Traffic Manager
3. carrying out the following to complement TfGM initiatives and GMCA policies :
  - (a) carrying out junction and traffic lane improvements
  - (b) proactive management of highway, transport, developer and street works activities and driver behaviour on strategic and local routes to minimise delays
  - (c) coordination of road works, street works and developers' activities
  - (d) proactive management of highway and transport authority, utility and developer occupation of highway space and reinstatement quality

- (e) prioritising enforcement of parking and bus lane contraventions where these obstruct / adversely affect the free flow of traffic
- 4. holding planning discussions with event organisers to ensure that events take place at a time and in a manner that has minimum effect on network operations.
- 5. preparing plans to reduce the impact of events on overall network operation.
- 6. working (together with TfGM) to assist event organisers with the management of planned strategic, operational and tactical response to events.
- 7. working with TfGM, the Highways Agency and the Police to identify strategic routes within Greater Manchester which suffer from regular incidents or climatic events and develop resilience plans and, where needed, tactical diversion plans to be implemented for future incidents or events.
- 8. working with the Police in responding to emergency incidents to minimise disruption to the network and to maximise network capacity as soon as practicable.

**DRAFT**

**Protocol 4 : Road Safety**

**between  
Greater Manchester Combined Authority and  
Transport for Greater Manchester Committee and  
Transport for Greater Manchester  
and  
The AGMA Local Authorities**

**Introduction**

1. The AGMA local authorities ('LAs') have delegated the discharge of the following function to the Transport for Greater Manchester Committee ('TfGMC'):

Preparing and carrying out a programme of measures designed to promote road safety, including carrying out road safety studies, studies into accidents, accident prevention campaigns, the dissemination of information and advice relating to the use of roads and arranging for the giving of practical training to road users pursuant to Sections 39(2) and 39(3)(a) and (b) of the Road Traffic Act 1988.

2. The above function is referred to in this protocol as "the road safety function.' This function dovetails with the GMCA's duty under section 108(1) (a) of the Transport Act 2000 to develop policies for the promotion and encouragement of safe, integrated, efficient and economic transport to, from and within its area. ( 'the s108 duty').
3. This protocol sets out the roles and responsibilities of GMCA, TfGMC, the Transport for Greater Manchester (TfGM') and the LAs in respect of the above function under the combined authority arrangements. It is expected that all parties will work together in close partnership to ensure an effective, efficient and integrated approach to the matters covered by this protocol.

**The GMCA Role**

The GMCA is responsible for developing policies for the promotion and encouragement of safe..... transport to, from and within its area under s108 Transport Act 2000.

**TfGMC Role**

The TfGMC is responsible for:

1. producing and developing policies in relation to the road safety function which are consistent with the Greater Manchester Strategy, the GM Local Transport Plan objectives and the GMCA's and LA's budgets.
2. drawing up budgets in relation to the road safety function insofar as it is exercised by the TfGM.
3. determining the tasks to be carried out in relation to the road safety function by TfGM.
4. making recommendations to the GMCA in respect of the development of policies for the promotion and encouragement of safe..... transport to, from and within its area under s108 Transport Act 2000.
5. monitoring and overseeing the activities and performance of TfGM.

### **TfGM Role**

TfGM is responsible for:

1. providing advice on the GM Road Safety strategy, risks, required behavioural changes, campaigns and publicity.
2. providing a service that identifies and analyses the contributory factors that cause high levels of casualties, the behaviours needed to be influenced and what locations need to be improved in order to meet GM safety objectives.
3. consulting the GM Casualty Reduction Partnership on proposed casualty reduction intervention and public health programmes.
4. delivering Road Safety advice to GM Casualty Reduction Partners based on the analysis of casualty data to identify high risks and locations across Greater Manchester that have a high casualty problem.
5. delivering the Annual Road Safety publicity and communications programme, linked to national road safety, health and sustainable communities publicity programmes, to encourage responsible behaviour on Greater Manchester's roads.
6. analysing and sharing safety activity performance data, for use in press releases and web based publicity and educational materials in support of road safety objectives.
7. benchmarking of performance data, best practice and the most effective processes
8. linking into health interventions with shared goals around active travel, alcohol and substance misuse, supported by evidence from public health colleagues.
9. providing National Driver Improvement Programme courses.

10. monitoring and analysing the performance of safety camera sites

**LA Role**

LAs will be responsible for:

1. carrying out physical changes to the highway to improve road safety
2. implementing a speed management strategy
3. taking enforcement action eg in respect of unsafe parking near schools
4. undertaking Training and Education projects
5. investigating options for reducing casualties and prioritising those which give the best casualty reduction per pound spent
6. undertaking:
  - (a) local highway improvement / safety schemes
  - (b) the installation of new and upgrading existing safety cameras
  - (c) maintenance of safety camera housings
  - (d) maintenance of safety assets
  - (e) minor highway improvements eg white lining
  - (f) pedestrian training
  - (g) cycle training
  - (h) theatre groups for young people
  - (i) primary school safety schemes
  - (j) local community publicity events, including those targeted to coincide with national and GM campaigns
  - (k) parking enforcement at high risk sites

**DRAFT - SCHEME MADE PURSUANT TO THE GREATER  
MANCHESTER COMBINED AUTHORITY ORDER 2011**

This Scheme is made the                      day of                      2011 between THE BOROUGH OF THE COUNCIL OF BOLTON of [address] of the first part THE COUNCIL OF THE BOROUGH OF BURY of [address] of the second part THE COUNCIL OF THE CITY OF MANCHESTER of Town Hall, Manchester, M60 2LA of the third part OLDHAM BOROUGH COUNCIL of [address] of the fourth part ROCHDALE BOROUGH COUNCIL of [address] of the fifth part THE COUNCIL OF THE CITY OF SALFORD of [address] of the sixth part THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT of [address] of the seventh part TAMESIDE METROPOLITAN BOROUGH COUNCIL of [address] of the eighth part TRAFFORD BOROUGH COUNCIL of [address] of the ninth part and WIGAN BOROUGH COUNCIL of [address] of the tenth part (all of which parties are hereinafter referred to as “the constituent councils”)

WHEREAS:-

1. By virtue of the Greater Manchester Combined Authority Order 2011 (“the Order”) the Secretary of State has established a Combined Authority known as the Greater Manchester Combined Authority (“the GMCA”).
2. The functions of the GMCA are those functions conferred or imposed on it by the Greater Manchester Combined Authority Order 2011 or by any other enactment or as may be delegated to it by the Order or any other enactment.
- 3(1) By virtue of Article 8 of the Order the following functions of the constituent councils have been delegated to the GMCA:-

- (a) under Section 65 (placing of traffic signs) of the Road Traffic Regulation Act 1984 so far as it relates to traffic signs that are traffic light signals.
- (b) under Section 23 of the Road Traffic Regulation Act 1984 (pedestrian crossings) so far as it relates to Pelican and Puffin crossings as defined by Regulation 3(1) of the Zebra, Pelican and Puffin Crossings Regulations 1997 and
- (c) under Section 2 of the Road Traffic Reduction Act 1997 (duty of principal councils to make reports).

3(2) For the purposes of Article 8 of the Order “traffic light signal” means a traffic sign of the size, colour and type prescribed by Regulation 33, 34, 37, 39, 41, 44, 45, 46, 47, 48, 49 or 52 of the Traffic Signs Regulations 2002.

4. Article 16 of the Order provides:-

- (1) that the constituent councils must prepare a scheme for the transfer of property, rights and liabilities from the constituent councils to the GMCA or to Transport for Greater Manchester (“TfGM”) or to the GMCA and TfGM.
- (2) the property, rights and liabilities that are to be the subject of the scheme are those relating to the transport functions of the constituent councils delegated to the GMCA by Article 8 of the Order.
- (3) any transfers by the scheme are to take effect on 1<sup>st</sup> April 2011 or on such other date as may be specified in the scheme.

5. By virtue of Article 17 of the Order:-

- (1) the transfer or delegation by the Order or a scheme made under it, of the functions, property, rights or liabilities of a constituent council to the GMCA or TfGM does not affect the validity of anything done by or in relation to the

- constituent council before the date on which the transfer or delegation takes effect.
- (2) there may be continued by or in relation to the GMCA or TfGM anything (including legal proceedings) which:-
- (a) relates to any of the functions, property, rights or liabilities transferred or delegated; and
  - (b) is in the process of being done by or in relation to the constituent council immediately before the transfer or delegation takes effect.
- (3) Anything which:-
- (a) was made or done by or in relation to the constituent council for the purposes of or otherwise in connection with any of the functions, property, rights or liabilities transferred or delegated; and
  - (b) is in effect immediately before the transfer or delegation takes effect, has effect as if made or done by or in relation to the GMCA or TfGM.
- (4) The GMCA or the TfGM shall be substituted for the constituent councils in any instruments, contracts or legal proceedings which -
- (a) relate to any of the functions, property, rights or liabilities transferred or delegated; and
  - (b) are made or commenced before the transfer or delegation takes effect.
- (5) A reference in Article 17 of the Order to anything made or done by or in relation to a constituent council includes a reference to anything which by virtue of any enactment is to be treated as having been made or done by or in relation to the constituent council.

NOW THEREFORE in pursuance of Article 16 of the Order the constituent councils  
HEREBY MAKE the following Scheme:-

1. **INTERPRETATION**

In this Scheme the following terms shall have the following meanings:-

“constituent councils” means the metropolitan district councils for the local government areas of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan

“combined area” means the area consisting of the areas of the constituent councils

“the Article 8 functions” means those functions delegated to the GMCA by Article 8 of the Order

“the Order” means the Greater Manchester Combined Authority Order 2011

“the GMCA” means the Greater Manchester Combined Authority

“operative date” means [1<sup>st</sup> April 2011]

“light signal” means:-

- (a) a traffic sign of the size, colour and type prescribed by Regulation 33, 34, 37, 39, 41, 44, 45, 46, 47, 48, 49 or 52 of the Traffic Signs Regulations 2002 (“traffic light signals”) and
- (b) traffic signs which are vehicular light signals, pedestrian light signals, indicators for pedestrians and pedestrian demand units of the size, colour and type specified in the Zebra, Pelican and Puffin Crossing Regulations 1997

2. **Transfer of Property**

- (1) All property to which this clause relates shall from the operative date vest in the GMCA

- (2) This clause applies to any property of a description specified in the Schedule to the Scheme which immediately before the operative date is held by any of the constituent councils solely for the purposes of the Article 8 functions.

3. **Transfer of Rights and Liabilities**

All rights and liabilities (other than rights and liabilities under a contract of employment) of the constituent councils relating to the Article 8 functions including the property transferred by this Scheme and subsisting immediately before the operative date shall from the operative date vest in the GMCA.

**Schedule – Property, Rights and Liabilities transferred to the GMCA**

1. All light signals including standards or brackets the primary purpose of which is the support of the light signal.
2. All computers, traffic signal controllers and other devices needed or capable of being used solely for controlling or changing information given by means of light signals to any class of road traffic (including pedestrians).
3. Any other thing which is connected to any property of a description specified at paragraph 1 or 2 of this Schedule by electrical, optical, mechanical or other means including (without prejudice to the generality of the foregoing) the cable and duct system and associated inspection chambers, detection or surveillance equipment, television cameras and machinery and apparatus forming part of a central or local system for monitoring or controlling traffic flow and movements provided that such thing is required solely for the purposes of carrying out the Article 8 functions.

4. All equipment used solely for recording and analysing, and records relating to, statistics and other information in respect of vehicles, drivers and road traffic generally in relation to the Article 8 functions.
5. All computer software and related manuals, records and other documents and also all copyrights and other rights of user in or related to any property of a description specified in paragraphs 1, 2, 3 and 4 of this Schedule and used solely for the purposes of the Article 8 functions.
6. All other equipment located within or on the premises appropriated solely for the accommodation and used solely by staff engaged in the Article 8 functions.
7. Any property of a description not specified in the preceding paragraphs of this Schedule (except premises, land and buildings) and forming part of or used or acquired solely for the purposes of carrying out the Article 8 functions.

**IN WITNESS WHEREOF** this document has been executed by the parties hereto as a Deed on the date and year first above written.



# **THE ASSOCIATION OF GREATER MANCHESTER AUTHORITIES**

## **CONSTITUTION**

**AS AGREED AT A SPECIAL GENERAL MEETING OF THE ASSOCIATION IN  
BOLTON ON 29 AUGUST 2008**

**Proposed Amendments shown in Red**

## Operating agreement and Constitution (Joint Arrangements) Committee

This agreement is made on 29th day of August 2008 between:

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

WHEREAS:

- (1) Each of the Parties is a local authority within the meaning of the Local Government Acts 1972 and 2000 for the purposes of their administrative areas.
- (2) The Executive and full Council of each of the Parties has determined by resolution to establish this joint committee to become effective from 1<sup>st</sup> July 2008 for the purposes of exercising agreed functions over their 'combined administrative area'.
- (3) The joint committee will be established as the (Joint Arrangements) Committee and be called the **AGMA Executive Board**, AGMA being the acronym for the Association of Greater Manchester Authorities.
- (4) The Greater Manchester Combined Authority ("the GMCA") is to be established as from 1 April 2011 with a remit covering transport, economic development and regeneration functions.

THIS AGREEMENT witnesses as follows:

### 1. Key principles

- 1.1 Notwithstanding the establishment of the GMCA, the Parties remain 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

‘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.

‘Commission Work Programme’ means an annual Work Programme required to be agreed by the Executive Board under section 8.4 of this constitution. One will be required for each Commission set up under section 8 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 16.2 of this constitution. Commissions may, at their discretion or if required by the Executive Board, seek to formally amend or revise their Work Programme during each year.

‘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

‘GMCA’ means the Greater Manchester Combined 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 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 Police Authority.  
The Greater Manchester Waste Disposal Authority.  
The Greater Manchester Combined Authority.  
The Transport for Greater Manchester 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 Executive Board in respect of the Business Leadership Council are transferring to GMCA]*

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

8.2A Where the functions delegated to the Board under this Agreement overlap with the functions of the GMCA, the Parties and the GMCA may agree to establish a joint commission.

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 Commission created under clause 8 of this constitution shall be required to produce, on at least an annual basis, a Commission Work Programme for approval by the Executive Board. This Work Programme will need to include

- any specific budget requirements. The Executive Board will indicate, when confirming each Commission Work Programme, for which elements they are prepared to waive the process described in clauses 8.6 and 8.7 below. If agreement on issues where the Executive Board are prepared to waive the process set out in 8.6 and 8.7 cannot be reached without a vote a 7/3 majority of the Participating Parties will be needed as set out in clause 12.3 of this agreement.
- 8.5 The Executive 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 Executive Board.
- 8.6 Following each meeting of any Commission established under clause 8.1 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 Executive Board within two working days of receipt.
- 8.7 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 8.4 above. The Party must set out the reasons for referral in a Notice signed by the Chief Executive of Executive Board member or named substitute appointed under clause 6.1. The notice must be served in accordance with clause 24 of this constitution.
- 8.8 Any proposed decision on any such issue referred to the Executive Board under clause 8.7 above must be considered at the next meeting of the Executive Board and shall not take effect until after the Executive Board has considered the matter.
- 8.9 In relation to any Commission set up under clause 8.1 above, notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 and 2002 or sections 100A-K and Schedule 12A of the Local Government Act 1972 as appropriate.
9. Delegation to sub-committees and officers
- 9.1 The Board will establish a scheme of delegation and will review the scheme annually.
10. Meetings and procedure
- 10.1 A Chair and up to 3 Vice Chairs (“the four offices”) will be appointed by the Board from amongst its membership.

- 10.2 The Chair of the Board will be appointed from the largest political group represented on the Board. Where two or more political groups have an equal number of seats on the board, the group which holds the larger number of Council seats within the combined administrative area will be regarded as being the largest political group.
- 10.3 Subject to (b) below 3 Vice Chairs of the Board will be appointed by the Board from its number under the following principles:
- (a) If more than one political group is represented on the Board then all the four offices will not be occupied by members from the same group
  - (b) If less than three political groups are represented on the Board, then the Board may choose not to make an appointment to one of the three Vice Chair positions
  - (c) If at least three political groups are represented on the Board, the three largest political groups will be entitled to at least one of the four offices
  - (d) For the purposes of (c) above, where two or more political groups have an equal number of seats on the board, the group which holds the larger number of Council seats within the combined administrative area will be regarded as being the largest political group
- 10.4 If the Chair is present at a meeting of the Board he/she will preside. If the Chair is not present, if there is a Vice Chair from the same political group as the Chair he/she will preside; if neither the Chair nor that Vice Chair is present one of the other Vice Chairs will preside. In the absence of the Chair and all the Vice Chairs, the meeting will elect a Chair for that meeting from those present.
- 10.5 The Chair and Vice Chairs (sitting as a sub-committee) may have decision making powers delegated to them. Such powers will require to be delegated by the full Board.
- 10.6 The quorum of the Board will be two thirds of participating Parties for any particular function listed in Schedule 1 that is under discussion
- 10.7 The Board will conduct its business in accordance with this operating agreement and Schedule 3 to this agreement.
11. Agenda setting and access to meetings and information
- 11.1 The agenda for the Board shall be agreed by the Chair of the Board.
- 11.2 Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Access to Information) (England) Amendment Regulations 2000 and 2002 or sections 100A-K and

Schedule 12A of the Local Government Act 1972 as appropriate and the Board Rules of Procedure as set out in schedule 3.

12. Decision making

- 12.1 The principle of decision making by the Board shall be that, wherever possible decisions of the Board will be made by agreement, without the need for a vote. Where this is not possible a vote may be taken where the Chair considers it to be necessary or where any Voting Member requests that a vote be taken. The vote will be by way of a show of hands and the vote of each member recorded in the Minutes.
- 12.2 In the event of a vote, only the appointed member(s) of each of the Parties present at the meeting shall be entitled to vote (including the Chair). In the event of a tied vote the Chair has no second or casting vote. Any motion or proposal which results in a tied vote will be deemed not to have been agreed.
- 12.3 The following areas have been identified as matters of strategic importance, where - as a matter of last resort if agreement cannot be reached without a vote - a 2/3 majority of the Participating Parties will be needed:-
1. adoption of sub regional strategic policies and plans.
  3. responses to Government consultations.
  4. decisions with financial consequences/costs to the member authorities (e.g. AGMA Units contributions, budgets - if any - delegated to individual Commissions, etc).
  5. decisions/recommendations on levies/precepts of joint authorities.
  6. endorsement of strategic plans produced by the new Commissions.
  7. Associate Membership under Clause 6.4.
  8. Proposed amendments to this Agreement
- 12.4 For the following areas a simple majority need only apply
1. appointments to external bodies.
  2. appointments to the new Commissions when established.
  3. election to any of the four offices set out in section 10.1 above.
- 12.5 For issues not covered in Clauses 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

13.1 The Board will produce a forward plan in accordance with the requirements of section 22 of the Local Government Act 2000.

14. Scrutiny

14.1 Scrutiny arrangements will be in accordance with the Operating Agreement between the Parties and the GMCA dated 1<sup>st</sup> April 2011 which is set out in 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 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.
- 16.3 For the purposes of Clause 16.2 the relevant date is 30<sup>th</sup> June in the financial year which commenced two years previously.
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 Clause 27.1 of this agreement.

27.3 Nothing in Clause 27.2 should be taken as assuming that any positions held by any person at the time that the Secretary issues information under Clause 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 <i>Clifford Morris</i> Authorised Signatory Dated 29.8.08 <i>S. Harriss</i>	Signed by Salford City Council <i>D. A. Lancaster</i> Authorised Signatory Dated 29.8.08 <i>B. Spicer</i>
Signed by Bury Metropolitan Borough Council <i>B. Bibby</i> Authorised Signatory Dated 29.8.08 <i>M. Kelly</i>	Signed by Rochdale Metropolitan Borough Council <i>I. Davidson</i> Authorised Signatory Dated 29.8.08 <i>R. Ellis</i>
Signed by Stockport Metropolitan Borough Council <i>D. Goddard</i> Authorised Signatory Dated 29.8.08 <i>G. Lucas</i>	Oldham Metropolitan Borough Council <i>H. Sykes</i> Authorised Signatory Dated 29/8/08 <i>A. Kilburn</i>
Trafford Borough Council <i>S. Williams</i> Authorised Signatory Dated 29.8.08 <i>D. McNulty</i>	Tameside Metropolitan Borough Council <i>J. Callender</i> Authorised Signatory Dated 29.08.08 <i>R. Oldham</i>
Signed by Manchester City Council <i>R. Leese</i> Authorised Signatory Dated 29.8.08 <i>Susan Orrell</i>	Signed by Wigan Borough Council Authorised Signatory Dated 29/08/08 <i>J. Redfearn</i>

Signatures:-

- Bolton MBC: Cllr C. Morris (Leader) & S Harriss (Chief Executive)
- Bury MBC: Cllr B Bibby (Leader) & M Kelly (Deputy Chief Executive)
- Manchester CC: Cllr R Leese (Leader) & S Orrell (City Solicitor)
- Oldham MBC: Cllr H Sykes (Leader) & A Kilburn (Leader)
- Rochdale MBC: Cllr I Davidson (Deputy Leader) & R Ellis (Chief Executive)
- Salford CC: Cllr D Lancaster (Deputy Leader) & B Spicer (Chief Executive)
- Stockport MBC: Cllr D Goddard (Leader) & G Lucas (Deputy Chief Executive)
- Tameside MBC: Cllr R Oldham (Leader) & J Callender (Chief Executive)
- Trafford MBC: Cllr S Williams (Leader) & D McNulty (Chief Executive)
- Wigan MBC: Cllr P Smith (Leader) & J Redfearn (Chief Executive)

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SCHEDULE ONE

A. General functions

1. Together with the GMCA to promote and improve the economic, social and environmental well-being of Greater Manchester, and to liaise with and 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 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

- 8.
- 9.
- 10.
- 11.
- 12.

Planning & Housing

- 13 Together with the GMCA, where appropriate -

- 13.1 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
- 13.2 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)
- 13.3 To develop and coordinate the operation of a Greater Manchester Housing strategy
- 13.4 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.

#### Environment

#### 14. Together with the GMCA, where appropriate -

- 14.1 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
- 14.2 Establish, and where appropriate, provide a governance pathway for agencies, groups and organisations whose remit is to drive forward environmental priorities
- 14.3 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
- 14.4 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

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

#### Public Protection

- 25. To, oversee where appropriate, measures to protect the community from terrorism, disasters and organised crime
- 25A To collaborate in measures to ensure reduction in crime and disorder and to improve community safety
- 25B 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

#### Improvement and Efficiency

- 26. To establish a Manchester City Region Improvement and Efficiency Strategy
- 27. 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

- 28. 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.

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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) together with the GMCA, 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  
Vice Chairs  
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 adjournIf 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.

[DN: Schedule 4 will be replaced by the new scrutiny arrangements contained in Schedule 3 of the Operating Agreement between the Parties and GMCA to be brought into effect on 1<sup>st</sup> April 2011]