

AGMA EXECUTIVE BOARD

DATE: Friday, 25th June, 2021

TIME: 10.00 am

VENUE: Banqueting Suite, Leigh Sports Village, Leigh Stadium,

Atherleigh Way, Sale Way, Leigh, WN7 4GY (sat nav)

AGENDA

ANNUAL MEETING BUSINESS

1. Apologies

2. Appointment of Chair to the AGMA Executive Board - 2021/22

Under Section 9.2 of the AGMA Constitution, Members of the Board are required to elect a Chair for 2021/22 from the largest political group represented on the Board.

3. Appointment of Vice Chairs to the AGMA Executive Board - 2021/22

Under Section 9.1 of the AGMA Constitution Members of the Board are required to appoint up to 3 Vice Chairs for 2021/22.

- To agree the appointment of Councillor Richard Leese Deputy Mayor, as a Vice Chair, under Section 9.1, of the Constitution.
- To agree the Councillor David Greenhalgh as a Vice Chair, under Section 9.1, of the Constitution.
- To agree the appointment of Councillor Brenda Warrington as a Vice Chair, under Section 9.1, of the Constitution

4. AGMA Constitution

1 - 26

To note the AGMA Constitution.

BOLTON	MANCHESTER	ROCHDALE	STOCKPORT	TRAFFORD
BURY	OLDHAM	SALFORD	TAMESIDE	WIGAN

5. AGMA Appointments and Nominations - To Follow

Report of Liz Treacy, Monitoring Officer.

ORDINARY BUSINESS

6. Declarations of Interest

To receive declarations of interest in any item for discussion at the meeting. A blank form for declaring interests has been circulated with the agenda; please ensure that this is returned to the Governance & Scrutiny Officer at least 48 hours before the meeting.

7. Minutes of the meeting held on 12 February 2021

35 - 38

To consider the approval of the minutes of the AGMA Executive Board held on 12 February 2021.

8. Revenue Outturn Report 2020/21

39 - 42

Report of Councillor David Molyneux, Portfolio Lead for Resources & Investment.

For copies of papers and further information on this meeting please refer to the website www.greatermanchester-ca.gov.uk. Alternatively, contact the following Governance & Scrutiny Officer: Governance & Scrutiny



This agenda was issued on 17 June 2021 on behalf of Julie Connor, Secretary to the Greater Manchester Combined Authority, Broadhurst House, Tootil Buildings, 56 Oxford Street, Manchester M1 6EU



THE ASSOCIATION OF GREATER MANCHESTER AUTHORITIES

CONSTITUTION

JUNE 2019

Operating agreement and Constitution

(Joint Arrangements) Committee

This agreement is made on between:

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

WHEREAS:

- (1) Each of the Parties is a local authority within the meaning of the Local Government Acts 1972 and 2000 for the purposes of their administrative areas, or is a combined authority within the meaning of the Local Democracy, Economic Development and Construction Act 2009.
- (2) The Executive and full Council of each of the Parties (or in the case of a combined authority a meeting of that combined authority) has determined by resolution to establish (or to subsequently join) this joint committee for the purposes of exercising agreed functions over their 'combined administrative area'.
- (3) The joint committee was established as the (Joint Arrangements) Committee and is called the AGMA Executive Board, AGMA being the acronym for the Association of Greater Manchester Authorities.
- (4) The Greater Manchester Combined Authority ("the GMCA") was established on 1 April 2011 with a remit covering transport, economic development and regeneration functions, and it was subsequently agreed that the GMCA may join the AGMA Executive Board as a Full Member (it having previously been an Associate Member of AGMA).

THIS AGREEMENT witnesses as follows:

1. Key principles

- 1.1. The Parties are committed to joint working in relation to the functions covered by this Agreement.
- 1.2. The Parties have established a joint committee which provides streamlined decision making; excellent co-ordination of services across the combined administrative area; mutual co-operation; partnering arrangements, and added value in the provision of shared services.

- 1.3. The Parties are committed to open and transparent working and proper scrutiny and challenge of the work of the joint committee.
- 1.4. Any new Parties to this agreement after the agreement becomes effective will have all the same rights and responsibilities under this agreement.
- 1.5. The Parties are committed to ensure that any decisions, proposals, actions whether agreed or considered will be subject to an obligation upon the Leader of each of the Parties to report it to their own authorities.
- 1.6. The collective name of the parties who are signatories to this operating agreement shall be the Association of Greater Manchester Authorities.

2. Definitions

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

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

'the combined administrative area' means the local government areas of the Parties combined.

'the Parties' means the signatories to this agreement for the time being.

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

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

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

'elected member' includes, in addition to elected councillors, an Elected Mayor .

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

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

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

'GMCA' means the Greater Manchester Combined Authority.

'Leader' includes an Elected Mayor .

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

3. Objectives

- 3.1. The objectives of the Board are to:
 - (i) improve outcomes in the economic, social and environmental conditions across the combined administrative area.
 - (ii) Streamline decision making where joint arrangements already exist.
 - (iii) Develop and agree current and new areas of joint working.
 - (iv) Develop joint working arrangements with the GMCA.

4. Powers and functions

- 4.1. The Board is established under section 9EB of the Local Government Act 2000 and Parts 2 and 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012, and section 101(5) of the Local Government Act 1972 enabling the Parties to perform the functions in the manner set out in this agreement.
- 4.2. The Board has the power to take decisions on behalf of the Parties in relation to those functions set out in Schedule 1. The role of the Board is restricted to those matters described in Schedules 1 and 2. The Board may only exercise those functions delegated to it by the parties and the Board reserves the right to refuse the delegation. The delegation of functions to the Board may be amended or withdrawn by resolution of any of the Parties. Where any such resolution affects any financial liabilities and/or commitments of the Board twelve months notice must be given in writing not later than 31 March in any year to withdraw with effect from 1 April in the following year from any of the functions of the Board.

5. Terms of reference

- 5.1. The terms of reference of the Board will be as set out in Schedule 2.
- 6. Membership and voting rights

- 6.1. The Board comprises the Leader of each of the Parties to this agreement. Each of the Parties will appoint for each Municipal Year one additional member of their Executive (or in the case of the GMCA one additional member of that authority) one of whom may substitute for the Leader as necessary. The Parties will inform the Secretary to the Board in writing of these annual appointments. An individual may not at any given time sit on the Board as a representative of more than one Party. Where, as a consequence of overlapping authority memberships, one Party's additional member currently sits on the Board on behalf of a second Party, that additional member may only act as a substitute for the Leader of the first Party if during the time they do so they are also substituted for in respect of their role representing the second Party.
- 6.2. The term of office of each member of the Board shall be for as long as the member is the Leader of the appointing authority or a member of that authority's Executive (or in the case of the GMCA a member of that authority) in relation to substitute members.
- 6.3. Non-voting advisers may attend the Board from any or all of the Parties or from other organisations as the Board may agree. These advisers may participate in the debate but may not vote.
- 6.4. The following can be "Associate Members":-

The Greater Manchester Transport Committee.
The Greater Manchester Local Enterprise Partnership

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

7. Sub-committees/Commissions/advisory groups

- 7.1. The Board may establish sub-committees, commissions and or advisory groups as it may determine.
- 7.2. When establishing a sub-committee, commissions and or advisory groups the Board will agree the:
 - (i) terms of reference for the sub-committee, commission and or advisory groups.
 - (ii) size and membership of the sub-committees, commissions, and or advisory groups including co-optees.

- (iii) the period where appropriate for which the sub-committee or commission will remain constituted.
- (iv) chair of the sub-committee or commission or will delegate the appointment to the sub-committee or commission.
- 7.3. Within the arrangements to be agreed at 7.2 above the Board will ensure that there is political and geographical proportionality across sub committees, commissions and advisory groups and that, as far as is possible, this will also apply within individual sub-committees, commission and advisory groups.
- 7.4. Any Commission created under clause 7 of this constitution shall be required to produce, on at least an annual basis, a Commission Work Programme for approval by the Board. This Work Programme will need to include any specific budget requirements. The Board will indicate, when confirming each Commission Work Programme, for which elements they are prepared to waive the process described in clauses 7.6 and 7.7 below. If agreement on issues where the Board are prepared to waive the process set out in 7.6 and 7.7 cannot be reached without a vote a 2/3 majority of the Participating Parties will be needed as set out in clause 11.3 of this agreement.
- 7.5. The Board shall appoint a Lead Officer in relation to each Commission with delegated authority to take all necessary actions and decisions, in consultation with the relevant Commission, to implement the Work Programme of that Commission which has been approved by the Board.
- 7.6. Following each meeting of any Commission established under clause 7.1 above it will be a requirement of the Chair of the Commission, within two working days of the Commission meeting to provide the AGMA Secretary with a record of proceedings. The AGMA Secretary will then e-mail a record of proceedings of the meeting to all members of the Board within two working days of receipt.
- 7.7. Following the issuing of any record of proceedings from a Commission meeting, any Party may, within 5 working days, refer any item considered at that meeting to the Board for reconsideration, except where it has previously been agreed that this process can be waived as set out in clause 7.4 above. The Party must set out the reasons for referral in a Notice signed by the Chief Executive of the Board member or named substitute appointed under clause 6.1. The notice must be served in accordance with clause 23 of this constitution.
- 7.8. Any proposed decision on any such issue referred to the Board under clause 7.7 above must be considered at the next meeting of the Board and shall not take effect until after the Board has considered the matter.

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

8. Delegation to sub-committees and officers

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

9. Meetings and procedure

- 9.1. A Chair and up to 3 Vice Chairs ("the four offices") will be appointed by the Board from amongst its membership.
- 9.2. The Chair of the Board will be appointed from the largest political group represented on the Board. Where two or more political groups have an equal number of seats on the Board, the group which holds the larger number of seats on district councils within the combined administrative area will be regarded as being the largest political group.
- 9.3. Subject to (b) below 3 Vice Chairs of the Board will be appointed by the Board from its number under the following principles:
 - (a) If more than one political group is represented on the Board then all the four offices will not be occupied by members from the same group
 - (b) If less than three political groups are represented on the Board, then the Board may choose not to make an appointment to one of the three Vice Chair positions
 - (c) If at least three political groups are represented on the Board, the three largest political groups will be entitled to at least one of the four offices
 - (d) For the purposes of (c) above, where two or more political groups have an equal number of seats on the Board, the group which holds the larger number of seats on district councils within the combined administrative area will be regarded as being the largest political group
- 9.4. If the Chair is present at a meeting of the Board he/she will preside. If the Chair is not present, if there is a Vice Chair from the same political group as the Chair he/she will preside; if neither the Chair nor that Vice Chair is present one of the other Vice Chairs will preside. In the absence of the Chair and all the Vice Chairs, the meeting will elect a Chair for that meeting from those present.
- 9.5. The Chair and Vice Chairs (sitting as a sub-committee) may have decision making powers delegated to them. Such powers will require to be delegated by the full Board.

- 9.6. The quorum of the Board will be two thirds of participating Parties for any particular function listed in Schedule 1 that is under discussion
- 9.7. The Board will conduct its business in accordance with this operating agreement and Schedule 3 to this agreement.
- 10. Agenda setting and access to meetings and information
 - 10.1. The agenda for the Board shall be agreed by the Chair of the Board.
 - 10.2. Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 or Part VA and Schedule 12A of the Local Government Act 1972 as appropriate and the Board Rules of Procedure as set out in schedule 3.

11. Decision making

- 11.1. The principle of decision making by the Board shall be that, wherever possible decisions of the Board will be made by agreement, without the need for a vote. Where this is not possible a vote may be taken where the Chair considers it to be necessary or where any Voting Member requests that a vote be taken. The vote will be by way of a show of hands and the vote of each member recorded in the Minutes.
- 11.2. In the event of a vote, only the appointed member(s) of each of the Parties present at the meeting shall be entitled to vote (including the Chair). In the event of a tied vote the Chair has no second or casting vote. Any motion or proposal which results in a tied vote will be deemed not to have been agreed.
- 11.3. The following areas have been identified as matters of strategic importance, where as a matter of last resort if agreement cannot be reached without a vote a 2/3 majority of the Participating Parties will be needed:-
 - 1. adoption of sub regional strategic policies and plans.
 - 2. responses to Government consultations.
 - 3. decisions with financial consequences/costs to the member authorities (e.g. AGMA Units contributions, budgets if any delegated to individual Commissions, etc).

- 4. decisions/recommendations on levies/precepts of joint authorities.
- 5. endorsement of strategic plans produced by the new Commissions.
- 6. Associate Membership under Clause 6.4.
- 7. Proposed amendments to this Agreement
- 11.4. For the following areas a simple majority need only apply
 - 1. appointments to external bodies.
 - 2. appointments to the new Commissions when established.
 - 3. election to any of the four offices set out in section 10.1 above.
- 11.5. For issues not covered in Clauses 11.3 or 11.4 where agreement cannot be reached without a vote the presumption will be that a two thirds majority of the Parties will be needed.
- 11.6. Where the effect of a particular proposition, if adopted by the Board, would give rise to contractual or financial implications for any of the Parties, then a vote must be taken and the vote(s) of the appointed member(s) of the effected Party (ies) on of the proposition shall be recorded.

12. Forward Plan

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

13. Scrutiny

13.1. Scrutiny arrangements will be in accordance with the statutory provisions referred to in Schedule 4..

14. Lead authorities and allocation of roles

- 14.1. In order to achieve the objectives of the Board, the Parties may appoint one or more Lead Authority/ies for any of the functions under this Agreement. All governance arrangements will be in accordance with the CIPFA/SOLACE guidance for the time being and using the Lead Authorities standing orders and financial regulations.
- 14.2. Staff from the Lead Authority or any other Authority are commissioned to provide services, advice and support to the Board

and will continue to be employees of the relevant Lead Authority or said other Authority.

- 14.3. Responsibility for the following support functions to the Board will be allocated to one or more of the Parties as Lead Authority as agreed by the Board from time to time:
 - (i) the provision of legal advice and services.
 - (ii) the provision of financial advice and services.
 - (iii) secretariat support and services.
 - (iv) communications support and services.
- 14.4. In order to provide accountability for these support functions, the Board shall appoint: -
 - (a) The GMCA Head of Paid Service as Secretary To be amended, JC is the Secretary
 - (b) The GMCA Treasurer as Treasurer
 - (c) Such other officer(s) as may be deemed appropriate.

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

14.5. The cost of the services and advice set out in this section and additional services agreed will be apportioned and paid for in accordance with paragraph 15.

15. Budgetary arrangements/ delegated funds

- 15.1. The Board shall prepare a budget to cover all its expenses which will be submitted to and agreed by the Board before submission of the levy to each of the Parties by the last day of February in each year.
- 15.2. Each party to this levy agreement shall agree to pay a contribution to fund the budget as unanimously agreed by the Parties or, in default of agreement, proportionate to its resident population at the relevant date as estimated by the Registrar General.
- 15.3. For the purposes of Clause 15.2 the relevant date is 30th June in the financial year which commenced two years previously.

16. Amendments to this operating agreement

- 16.1. This Agreement may be amended following a resolution of two thirds of the Board and also approved by two thirds of the Parties.
- 16.2. The operation of the agreement will also be subject to annual review.

17. New membership and cessation of membership

- 17.1. New Parties may join the Board provided that the Executive and full council of the joining Party (ies) and of all the Parties to the agreement for the time being so resolve.
- 17.2. Any of the Parties may cease to be a party to this Agreement following notice of cessation subsequent to a decision by the relevant Party/ies. A minimum of twelve months notice is required for any Party to leave the Board and in any event, any notice of cessation can only be effective at the end of a financial year.
- 17.3. Termination of this agreement must be by agreement of all but one of the Parties who are signatories to the agreement when any such termination is proposed.

18. Dispute resolution

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

19. Mutual indemnification

- 19.1. Each of the Parties is responsible for its own personnel and property and any consequential losses arising out of this agreement, and for the personnel and property and consequential losses of each of the other Parties of any decision taken by a party to this agreement under clauses 4.2 and 14.2.
- 19.2. Each of the Parties shall ensure that they have a sufficient policy of insurance for any work that they undertake on behalf of the Board and for a period of six years after termination of this Agreement.

20. Intellectual Property

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

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

21. <u>Data Protection</u>, <u>Freedom of Information</u>, <u>information sharing & confidentiality</u>

- 21.1. Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.
- 21.2. An authority will be appointed as Lead Authority for the purposes of ensuring compliance with any legal requirements relating to these issues should they arise directly in relation to the Board (as compared to information held by the Parties to this Agreement).
- 21.3. The Board will abide by any Information Sharing Protocol in relation to information shared between the Parties, any third parties and the Board.

22. Severability

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

23. Notice

23.1. Any notice, demand or other communication required to be served under this Agreement shall be sufficiently served if delivered personally to or sent by pre-paid first class recorded delivery post or email to the address of the

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

If so sent any such notice, demand or other communication shall, subject to proof to the contrary, be deemed to have been received by the addressee the time of personal delivery or on the second working day after the date of posting or unsuccessful transmission as the case may be.

24. Counterparts

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

25. Exercise of statutory authority

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

26. Appointment to External Bodies

- 26.1. Not less than two months before the Annual Meeting of the Board it shall be the responsibility of the Secretary to advise Parties of those positions on other bodies to which the Board need to make nominations for the forthcoming year.
- 26.2. It shall be the responsibility of Chief Executives of each of the Parties to advise the Secretary, in writing and not less than 15 days before the Annual Meeting of the Board, of any nominations which that Party wishes to make to those positions that have been identified by the Secretary under Clause 26.1 of this agreement.
- 26.3. Nothing in Clause 26.2 should be taken as assuming that any positions held by any person at the time that the Secretary issues information under Clause 26.1 of this constitution are automatically renominated for consideration at the Annual General Meeting. For any such position it will be the responsibility of Chief Executives of any Party to confirm to the Secretary, in writing and not less than 15 days before the Annual Meeting of the Board, where any existing representatives are to be re-nominated.
- 26.4. It shall be the responsibility of the Secretary to advise Parties of all nominations received for representation on outside bodies. This advice must be issued in writing to Parties not less than 14 days before the Annual Meeting of the Board.

SCHEDULE ONE

A. General functions

- To promote and improve the economic, social and environmental well-being of Greater Manchester, and to assist the GMCA in the production of an integrated strategy for Greater Manchester to set out the key economic, social and environmental objectives for the combined administrative area.
- 2. Where the Parties have decided it is appropriate to operate at the level of the combined administrative area,
 - (a) development and adoption of sub regional strategic policies and plans
 - (b) responses to regional, national and international consultations
- 3. To hold to account bodies which impact upon the social, economic and environmental well being of Greater Manchester;.
- 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. .

C Planning & Housing

- 7. Developing and coordinating the operation of a Greater Manchester Spatial Strategy as a framework for underpinning and linking partners Local Development Frameworks and Core Spatial Strategies.
- 8. To coordinate and manage joint Local Development Framework activity across the combined administrative area on behalf of the 10 local planning authorities, in circumstances where this is agreed as appropriate.

D . Other Miscellaneous Functions

9. To act as: -

- i.) the joint committee for trading standards and related functions for the purposes of paragraph 15 of Schedule 8 to the Local Government Act 1985;
- ii.) a joint committee in respect of the Greater Manchester County Record Office;
- iii.) a joint committee for such other purpose or purposes as all the Parties concerned may at any time agree.

SCHEDULE TWO

TERMS OF REFERENCE

The terms of reference for the Board are to:-

- (a) conduct its business and direct its affairs in accordance with any policies and guidelines which may from time to time be jointly agreed by the parties to this agreement and as set out in this agreement;
- (b) receive and, if approved, adopt recommendations from 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 and control expenditure incurred and services provided by the parties to this agreement 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;
- (I) to watch over, protect and promote the interest, rights, powers, functions and duties of the parties to this agreement and local government generally in Greater Manchester: and
- (m)approve an annual statement of accounts of the Board made up to the 31st March in each year for submission to its Annual General Meeting.

SCHEDULE 3

Rules of Procedure

1. Annual General Meeting.

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

The AGM will annually elect -

The Chair Vice Chairs

See Paragraphs 7 of the Operating Agreement.

2. Duration of Appointments.

See Paragraph 6 of the Operating Agreement.

3. Servicing.

See paragraph 14.3 of the Operating agreement.

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

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

See also Paragraphs 7, 8, and 9 of the Operating Agreement.

5. Substitutes.

See Paragraph 6 of the Operating Agreement.

6. Sub-Committees.

See Paragraphs 7 & 8 of the Operating Agreement.

7. Voting.

See Paragraph 11 of the Operating Agreement.

8. Quorum.

See Paragraph 9 of the operating Agreement.

- 9. Rules of Debate.
 - (i) A motion or amendment shall not be discussed unless it has been proposed and seconded.
 - (ii) A Member shall address the Chair and direct any speech to the question under discussion. If two or more Members indicate they wish to speak the Chair shall call on one to speak first.
 - (iii) An amendment shall be
 - (a) to leave out words
 - (b) to leave out words and insert or add others
 - (c) to insert or add words
 but any such amendment must not have the effect of introducing
 a new proposal into or of negating the original motion.
 - (iv) A Member shall not speak for longer than 5 minutes on any matter without the consent of the Board.
 - (v) No Member shall address the Board more than once on any issue unless this be by invitation of the Chair, but the mover of an original motion may reply, in which reply no new matter shall be introduced, but the reply shall be confined strictly to answering the previous observations.

- (vi) A Member may claim to speak on a point of order or in personal explanation and shall be entitled to be heard forthwith. A point of order shall relate only to an alleged breach of a specified statutory provision or this constitution or any of its Schedules and the way in which the Member raising it considers that it has been broken. A personal explanation shall be confined to some material part of a former speech by him in the current debate which may appear to have been misunderstood. The ruling of the Chair on a point of order or on the admissibility of a personal explanation shall not be open to discussion
- (vii) If an amendment is rejected other amendments may be moved on the original motion. If an amendment is carried, the motion as amended shall take the place of the original motion and shall become the motion upon which any other amendment may be moved.
- (viii) A further amendment shall not be moved until the Board has disposed of every amendment previously moved, provided that the Chair shall have discretion to allow debate to take place on two or more amendments.
- (ix) A Member at the conclusion of a speech of another representative may move without comment
 - (a) that the question be now put
 - (b) that the debate be now adjourned
 - (c) that the Board proceed to the next business
 - (d) that the Board do now adjourn

If such a motion is seconded, the Chair, shall, subject to the mover's right to reply, put the motion to the vote, and if it is carried -

in case (a) - the motion then before the meeting shall, subject to the right of reply, be put to the vote; or

in case (b) - the debate on the motion then before the Board shall stand adjourned until the next ordinary meeting of the Board; or in case (c) - the motion then before the Board shall be regarded as lost and the Board shall proceed to the next item on the Agenda, if any; or in case (d) - the meeting shall stand adjourned.

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

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

- (i) In accordance with Section 100A(2) of the Local Government Act 1972 or Regulation 4(2)(a) of the The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012; or
- (ii) By resolution passed to exclude the public on the grounds that it is likely, in view of the nature of the proceedings, that if members of the public were present there would be disclosure to them of exempt information as defined in Section 100l of the Local Government Act 1972 (and Regulation 2 of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012). Any such Resolution shall identify the proceedings or the part of the proceedings to which it applies and state the description, in terms of Schedule 12A to the Local Government Act 1972 of the exempt information giving rise to the exclusion of the public.

11. Public Rights of Appeal

- This Rule applies where a member of the public has requested the Secretary that a report to be considered at a meeting of the Board or any public meeting of a Committee or Commission operating under this constitution which contains exempt information should be discussed in the public part of the agenda or that s/he should have access to inspect the report or any background document
- ii) If the Secretary (after consulting the Chief Officer responsible for the report) agrees to the request, the report (and any requested background document) will be made available to the member of the public and on the GMCA/AGMA website.
- iii) If the Secretary (after consulting the Chief Officer responsible for the report) refuses the request, s/he must give the member of the public reasons for the decision, together with details of the appeals procedure.
- iv) The process for appealing against the Secretary's decision is as follows:
 - (a) the appellant must write to the Secretary at least 24 hours before the meeting in question and any request after this time will be invalid.
 - (b) The appeal will be dealt with in private as the first item on the agenda
 - (c) The Secretary or the relevant Chief Officer will give the reasons for their decisions (without the appellant being present) and will answer questions from members
 - (d) The appellant will then be called into the meeting and the Chair will summarise the reasons given for the refusal

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

12. Disorderly Conduct.

- (i) If the Chair is of the opinion that a Member has misconducted, or is misconducting him or herself by persistently disregarding the ruling of the Chair or by behaving irregularly, improperly or offensively or by wilfully obstructing the business of the Board the Chair may notify the meeting of that opinion and may take any of the following actions either separately or in sequence:
 - (a) the Chair may direct the Member to refrain from speaking during all or part of the remainder of the meeting
 - (b) the Chair may direct the Member to withdraw from all or part of the remainder of the meeting
 - (c) the Chair may order the Member to be removed from the Meeting
 - (d) the Chair may adjourn the meeting for such period as shall seem expedient to him
- (ii) In the event of general disturbance which in the opinion of the Chair renders the due and orderly dispatch of business impossible, the Chair, in addition to any other power invested in the Chair, may without question, adjourn the meeting of the Board for such periods as in the Chair's discretion shall be considered expedient.

13. Urgent Business.

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

See also section 4 (vi) of this Schedule

14. Declaration of Interests.

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

15. Access to Documents.

(i) Notices Of Meeting

At least five clear days notice of any meeting of the Board will be given by posting details of the meeting at the address specified in Paragraph 23.1 of this operating agreement

(ii) Access To Agenda And Reports Before The Meeting

Copies of the agenda and reports of the Board, if available, will be available for inspection at the address specified in Paragraph 23.1 of this operating agreement at least five clear days before the meeting. If an item is added to the agenda later, the revised agenda and any such item will be open to inspection at the time the item is added to the agenda.

(iii) Supply of Copies

Copies of:

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

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

(iv) Access To Minutes Etc After The Meeting

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

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

(v). Background Papers

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

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

(vi) Public inspection of background papers

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

16. Suspension of Rules of Procedure

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

SCHEDULE 4

Scrutiny Arrangements

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





AGMA EXECUTIVE BOARD

DATE: 25 June 2021

SUBJECT: AGMA Appointments and Nominations 2021/22

REPORT OF: Liz Treacy, GMCA Monitoring Officer

PURPOSE OF REPORT

This report details A) AGMA appointments and nominations received from the GM Local Authorities to Greater Manchester statutory bodies; and B) appointments to other AGMA outside bodies for 2021/22.

RECOMMENDATIONS

Members are requested to:

- 1. Note the appointments from GM Local Authorities to the AGMA Executive Board for 2021/22 as shown in para 1.1.
- 2. Note the appointments from GM Local Authorities to the Police, Fire and Crime Panel 2021/22 as shown in para 2.1.
- 3. Note the appointments from GM Local Authorities to the Police Crime Steering a Group 2021/22 as shown in para 3.1.
- 4. Note the appointments from GM Local Authorities to the GM Health Scrutiny Committee 2021/22 as shown in para 4.1.

- 5. Approve the appointment of 10 members, nominated by the GM Local Authorities plus the GMCA Planning and Housing Portfolio Lead, to the Planning and Housing Commission for 2021/22 as shown in para 5.1.
- 6. Agree the nominations by GM Local Authorities to the Statutory Functions Committee 2021/22 as shown in para 6.1.
- 7. Approve the appointment of 9 members, nominated by the GM Local Authorities to the GM Pensions Fund Management Panel for 2021/22 as shown in para 7.1.
- 8. Note that Tameside MBC as the Lead Authority managing the GM Pensions Fund will appoint its own member.
- 9. Approve the appointment of Councillor Janet Emsley (Rochdale) to the Halle Board for 2021/22.
- 10. Approve the appointment of the Chief Executive Officer, GMCA & TfGM, to the Halle Board for 2021/22 as shown in para 8.2.
- 11. Approve the appointment of Councillor Roy Sharpe (Salford) to the People's History Museum Board for 2021/22.
- 12. Note that Councillor Eddie Moores (Oldham) was appointed to the Christie Hospital NHS Foundation Trust Council of Governors in 2019/20 for a three-year term of office.
- 13. Appoint three members to the North West Flood and Coastal Committee for 2021/22 as detailed in para 11.1.
- 14. Subject to any further changes the GMCA may wish to make, all appointments to made up to the AGMA Annual Meeting in June 2022.

CONTACT OFFICERS

Julie Connor, Asst Director, Governance & Scrutiny Sylvia Welsh, Governance & Scrutiny Manager

GREATER MANCHESTER APPOINTMENTS AND NOMINATIONS FOR 2021/22

A) AGMA Appointments and Nominations received from the Greater Manchester local authorities to Greater Manchester Statutory and other bodies.

1 AGMA Executive Board

1.1 The AGMA Executive Board is requested to **note the appointments** to the AGMA Executive Board and substitutes appointed by the local authorities as set out in the table below:

District	Member	Substitute Member
GMCA	Andy Burnham - GM Mayor	
Bolton	David Greenhalgh (Con)	Martyn Cox (Con)
Bury	Eamonn O'Brien (Lab)	Andrea Simpson (Lab)
Manchester	Richard Leese (Lab)	Bev Craig (Lab)
Oldham	Arooj Shah (Lab)	Amanda Chadderton (Lab)
Rochdale	Neil Emmott (Lab)	Dalaat Ali (Lab)
Salford	Paul Dennett (Lab)	John Merry (Lab)
Stockport	Elise Wilson (Lab)	Tom McGee (Lab)
Tameside	Brenda Warrington (Lab)	Bill Fairfoull (Lab)
Trafford	Andrew Western (Lab)	Catherine Hynes (Lab)
Wigan	David Molyneux (Lab)	Keith Cunliffe (Lab)

2. Police, Fire and Crime Panel

2.1 The AGMA Executive Board is requested to **note the appointments** from districts to the Police, Fire and Crime Panel as set out in the table below:

District	Member	Substitute
Bolton	Nadim Muslim (Con)	Adele Warren (Con)
Bury	Richard Gold (Lab)	Ummrana Farooq Lab)
Manchester	To be confirmed	To be confirmed
Oldham	Steve Williams (Lab)	Amanda Chadderton (Lab)
Rochdale	Janet Emsley (Lab)	To be confirmed
Salford	David Lancaster (Lab)	Tracey Kelly (Lab)
Stockport	Amanda Peers (Lab)	Tom McGee (Lab)

Tameside	Alison Gwynne (Lab)	To be confirmed
Trafford	Graham Whitham (Lab)	Mike Freeman (Lab)
Wigan	Kevin Anderson (Lab)	Paula Wakefield (Lab)

3 Police & Crime Steering Group

3.1. The AGMA Executive Board is requested **to note the appointments** to the Police and Crime Steering Group as set out below:

District	Member
Bolton	Nadim Muslim (Con)
Bury	Richard Gold (Lab)
Manchester	To be confirmed
Oldham	Steve Williams (Lab)
Rochdale	Janet Emsley (Lab)
Salford	David Lancaster (Lab)
Stockport	To be confirmed
Tameside	Alison Gwynne (Lab)
Trafford	Graham Whittam (Lab)
Wigan	Kevin Anderson (Lab)

4 Greater Manchester Health Scrutiny Committee

4.1 The AGMA Executive Board is requested to **note the appointments** to the Greater Manchester Health Scrutiny Committee **and substitutes as appointed** by Local Authorities and set out in the table below.

District	Member	Substitute Member
Bolton	Andrea Taylor- Burke (Con)	Mudasir Dean (Con)
Bury	Trevor Holt (Lab)	Joan Grimshaw (Lab)
Manchester	Shazia Butt (Lab)	To be confirmed
Oldham	Yasmin Toor (Lab)	To be confirmed
Rochdale	Ray Dutton (Lab)	To be confirmed
Salford	Tanya Burch (Laqb) (Lab)	Sammie Bellamy (Lab)
Stockport	Keith Holloway (Lib Dem)	Dickie Davies (Lab)
Tameside	Stephen Homer (Lab)	Teresa Smith (Lab)

Trafford	Sophie Taylor (Lab)	Barry Winstanley (Lab)
Wigan	John O'Brien (Lab)	Ron Conway (Lab)

5 Planning and Housing Commission

5.1. The AGMA Executive Board is requested **to approve the appointment** of 10 members, nominated by the Local Authorities plus Planning and Housing Portfolio Lead to the Planning and Housing Commission 2021/22, as detailed below:

District	Member
GMCA Portfolio Lead	Paul Dennett (Lab)
Bolton	Toby Hewitt (Con)
Bury	Clare Cummings (Lab)
Manchester	To be confirmed
Oldham	Hannah Roberts (Lab)
Rochdale	Linda Robinson (Lab)
Salford	Mike McCusker (Lab)
Stockport	To be confirmed
Tameside	Ged Cooney (Lab)
Trafford	James Wright (Lab)
Wigan	Susan Gambles (Lab)

6 Greater Manchester Statutory Functions Committee

6.1. The AGMA Executive Board is requested to **agree the appointments and substitutes** to the Greater Manchester Statutory Functions Committee of members nominated by the local authorities and set out in the table below:

District	Member	Substitute Member
Bolton	Martyn Cox (Con)	Stuart Haslam (Con)
Bury	Charlotte Morris (Lab)	To be confirmed
Manchester	Tim Whiston (Lab)	To be confirmed
Oldham	Norman Briggs (Lab)	To be confirmed
Rochdale	Janet Emsley (Lab)	Susan Smith (Lab)
Salford	Stephen Coen (Lab)	Anne- Marie Humphreys
		(Lab)
Stockport	To be confirmed	To be confirmed
Tameside	Leanne Feeley (Lab)	Mike Smith (Lab)
Trafford	Liz Patel (Lab)	Mike Freeman (Lab)

B) Nominations received from the Greater Manchester Local Authorities for appointment by the AGMA to Outside Bodies

The AGMA Executive Board is requested to make the following appointments to outside bodies.

7 GM Pensions Fund Management Panel

7.1. The AGMA Executive Board is requested to **approve the appointment** of the 9 members nominated to the GM Pensions Fund Management Panel as detailed in the table below:-

District	Member
Bolton	Samantha Connor (Con)
Bury	Joan Grimshaw (Lab)
Manchester	To be confirmed
Oldham	Abdul Jabbar (Lab)
Rochdale	Peter Joinson (Lab)
Salford	Michele Barnes (Lab)
Stockport	John Taylor (Lab)
Trafford	Alan Mitchell (Con)
Wigan	Keith Cunliffe (Lab)

7.2 The AGMA Executive Board is requested to note that Tameside MBC as the Lead Authority managing the GM Pensions Fund will appoint its own member.

8 Halle Board

8.1. The AGMA Executive Board is requested to appoint 1 representative to the Halle Board.

District	Member
Bolton	David Greenhalgh (Con)
Bury	Charlotte Morris (Lab)
Manchester	No nomination received
Oldham	Norman Briggs (Lab)
Rochdale	Janet Emsley (Lab)
Salford	Anne-Marie Humphreys (Lab)
Stockport	No nomination received
Tameside	No nomination received

Trafford	No nomination received
Wigan	Peter Smith (Wigan)

Note: Janet Emsley (Rochdale and Eamonn Boylan (GMCA) was appointed in 2020/21

8.2 The AGMA Executive Board is requested to **approve the appointment** of the Chief Executive officer, GMCA & TfGM to the Halle Board in 2021/22

9 Peoples History Museum

9.1. The AGMA Executive Board is requested to **appoint 1 member** to the Peoples History Museum Board. Nominations received are detailed below:-

District	Member
Bolton	Paul Sanders (Farnworth & Kearsely First)
Bury	Charlotte Morris (Lab)
Manchester	No nomination received
Oldham	No nomination received
Rochdale	Janet Emsley (Lab)
Salford	Roy Sharpe (Lab)
Stockport	No nomination received
Tameside	No nomination received
Trafford	No nomination received
Wigan	Terence Halliwell (Lab)

NOTE: Rob Sharpe (Salford) was appointed in 2020/21

10 Christie Hospital NHS Foundation Trust – Council of Governors

10.1 The AGMA Executive Board is requested to note Councillor Eddie Moores (Oldham) was appointed to the Christie Hospital NHS Foundation Trust – Council of Governors in 2019/20 for a three year term of office.

11 North West Regional Flood and Coastal Committee

11.1 The GMCA is requested to **North West Regional Flood and Coastal Committee** on the following basis:

District	Member
Bury	Alan Quinn (Lab)

Rochdale	Sara Rowbotham (Lab)
Stockport	David Mellor (Lab)

AGMA	Meeting	on 25	June	2021
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Declaration of Councillors' interests in items appearing on the agenda

NAME: _____

•	Minute Item No. / Agenda Item No.	Nature of Interest	Type of Interest
			Personal / Prejudicial /
			Disclosable Pecuniary
=			Personal / Prejudicial /
Page			Disclosable Pecuniary
35 OI			Personal / Prejudicial /
וכ			Disclosable Pecuniary
•			Personal / Prejudicial /
			Disclosable Pecuniary

PLEASE NOTE SHOULD YOU HAVE A PERSONAL INTEREST THAT IS PREJUDICIAL IN AN ITEM ON THE AGENDA, YOU SHOULD LEAVE THE ROOM FOR THE DURATION OF THE DISCUSSION & THE VOTING THEREON.

QUICK GUIDE TO DECLARING INTERESTS AT MEETINGS

This is a summary of the rules around declaring interests at meetings. It does not replace the Member's Code of Conduct, the full description can be found in the Constitution.

Your personal interests must be registered on the GMCA's Annual Register within 28 days of your appointment onto a GMCA committee and any changes to these interests must notified within 28 days. Personal interests that should be on the register include:

- Bodies to which you have been appointed by the GMCA
- Your membership of bodies exercising functions of a public nature, including charities, societies, political parties or trade unions.

You are also legally bound to disclose the following information called DISCLOSABLE PERSONAL INTERESTS which includes:

- You, and your partner's business interests (eg employment, trade, profession, contracts, or any company with which you are associated)
- You and your partner's wider financial interests (eg trust funds, investments, and assets including land and property).
- Any sponsorship you receive.

DFAILURE TO DISCLOSE THIS INFORMATION IS A CRIMINAL OFFENCE

STEP ONE: ESTABLISH WHETHER YOU HAVE AN INTEREST IN THE BUSINESS OF THE AGENDA

If the answer to that question is 'No' – then that is the end of the matter. If the answer is 'Yes' or Very Likely' then you must go on to consider if that personal interest can be construed as being a prejudicial interest.

STEP TWO: DETERMINING IF YOUR INTEREST PREJUDICIAL?

A personal interest becomes a prejudicial interest:

- where the well being, or financial position of you, your partner, members of your family, or people with whom you have a close association (people who are more than just an acquaintance) are likely to be affected by the business of the meeting more than it would affect most people in the area.
- the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest.

FOR A NON PREJUDICIAL INTEREST

YOU MUST

- Notify the governance officer for the meeting as soon as you realise you have an interest
- Inform the meeting that you have a personal interest and the nature of the interest
- Fill in the declarations of interest form

TO NOTE:

- You may remain in the room and speak and vote on the matter
- If your interest relates to a body to which the GMCA has appointed you to you only have to inform the meeting of that interest if you speak on the matter.

FOR PREJUDICIAL INTERESTS

YOU MUST

- Notify the governance officer for the meeting as soon as you realise you have a prejudicial interest (before or during the meeting)
- Inform the meeting that you have a prejudicial interest and the nature of the interest
- Fill in the declarations of interest form
- · Leave the meeting while that item of business is discussed
- Make sure the interest is recorded on your annual register of interests form if it relates to you or your partner's business or financial affairs. If it is not on the Register update it within 28 days of the interest becoming apparent.

YOU MUST NOT:

- participate in any discussion of the business at the meeting, or if you become aware of your disclosable pecuniary interest during the meeting participate further in any discussion of the business,
- participate in any vote or further vote taken on the matter at the meeting

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Agenda Item 7

MINUTES OF THE VIRTUAL MEETING OF THE ASSOCIATION OF GREATER MANCHESTER AUTHORITIES EXECUTIVE BOARD HELD ON 12 FEBRUARY 2021 VIA MICROSOFT TEAMS

PRESENT:

Greater Manchester Mayor Andy Burnham (In the Chair)

Greater Manchester Deputy Mayor Baroness Bev Hughes

Bolton

Bury

Councillor David Greenhalgh
Councillor Eamonn O'Brien
Councillor Richard Leese
Councillor Sean Fielding
Councillor Allen Brett
Salford
City Mayor Paul Dennett
Councillor Elise Wilson

Tameside Councillor Brenda Warrington
Trafford Councillor Andrew Western
Wigan Councillor David Molyneux

IN ATTENDANCE:

Rochdale Councillor Janet Emsley
Tameside Councillor Leanne Feeley

OFFICERS IN ATTENDANCE:

GMCA - Chief Executive Eamonn Boylan GMCA - Deputy Chief Executive Andrew Lightfoot

GMCA - Monitoring Officer Liz Treacy GMCA - GMCA Treasurer Steve Wilson **Bolton** Tony Oakman Donna Ball Bury Manchester Fiona Leddon Tom Stannard Salford Stockport Michael Cullen **Tameside** Steven Pleasant

Trafford Sara Todd

Wigan Alison McKenzie-Folan

Office of the GM Mayor Kevin Lee

TfGM Steve Warrener
GMCA Simon Nokes
GMCA Claire Norman
GMCA Julie Connor
GMCA Sylvia Welsh
GMCA Nicola Ward

BOLTON	MANCHESTER	ROCHDALE	STOCKPORT	TRAFFORD
BURY	OLDHAM	SALFORD	TAMESIDE	WIGAN

Page 39

AGMA 01/21 APOLOGIES

RESOLVED /-

That apologies be received and noted from Geoff Little (Bury), Pam Smith (Stockport Council) and Joanne Roney (Manchester City Council).

AGMA 02/21 CHAIRS ANNOUNCEMENTS AND URGENT BUSINESS

RESOLVED /-

There were no Chairs announcements or urgent business.

AGMA 03/21 DECLARATIONS OF INTEREST

There were no declarations of interest in relation to any item on the agenda.

AGMA 04/21 MINUTES OF THE AGMA EXECUTIVE BOARD MEETING HELD ON 11 DECEMBER 2020

RESOLVED /-

That the minutes of the meeting held on 11 December 2020 be approved as a correct record.

AGMA 05/21 AGMA BUDGET UPDATE 2020/21 AND BUDGET 2021/22

Councillor David Molyneux, Portfolio Lead for Resources introduced the AGMA budget update report.

RESOLVED /-

- 1. That the report and the current AGMA revenue outturn forecast for 2020/21, which showed a breakeven position be noted.
- 2. That the budget relating to AGMA functions in 2021/22, as set out in section 2 of the report, be approved.
- 3. That the charges to the GM District Councils in support of the AGMA functions for 2021/22 of £634,000, as set out in Appendix 1 to the report, be approved, noting that this excluded items billed directly from lead districts.
- 4. That the forecast position of reserves in 2021/22, as detailed in section 3 of the report, be noted.

AGMA 06/21 PLACES FOR EVERYONE: PROPOSED JOINT DEVELOPMENT PLAN

DOCUMENT OF NINE GREATER MANCHESTER DISTRICTS

Salford City Mayor Paul Dennett, Portfolio Lead for Housing, Homelessness and Infrastructure took Members through a report which provided further details on the next steps in relation to that joint plan of the nine GM districts, to be known as "Places for Everyone".

The next stage would be to establish a joint committee, with the approval of each local authority, to oversee the process, scope out the plan, publish a timetable and develop the final report.

Members of the Combined Authority urged that the proposed timetable remains on track and it was reported that there were no anticipated further delays in relation to further housing or population modelling from Government.

RESOLVED /-

- 1. That it be noted that Each full Council will be requested to:
 - i. Approve the making of an agreement with the other 8 Greater Manchester councils (Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Tameside, Trafford, Wigan * delete as appropriate) to prepare a joint development plan document to cover strategic policies including housing and employment land requirements and, as appropriate, strategic site allocations and Green Belt boundary amendments and associated infrastructure across the nine districts.
 - ii. Agree the district lead Member for the joint committee and a nominated deputy to attend and vote as necessary.
 - iii. Note that the [Council's Executive / Cabinet] will be asked to delegate the formulation and preparation of the draft joint development plan document to a joint committee of the nine GM authorities.
 - iv. Note that a further report will be brought to full Council seeking approval to submit the joint development plan document to the Secretary of State for independent examination.
- 2. That it be noted that each Executive / cabinet/ leader/ the City Mayor (depending on each Council's own arrangements and in the event that the Councils have approved the above recommendations):
 - i. Note that full Council has approved the making of an agreement with the other 8 Greater Manchester councils [state] to prepare a joint development plan document to cover strategic policies including housing and employment land requirements and, as appropriate, strategic site allocations and Green Belt boundary amendments and associated infrastructure across the nine districts.
 - ii. Delegate to the joint committee of the nine Greater Manchester councils the formulation and preparation of the joint development plan document to

cover housing and employment land requirements including, as appropriate, strategic site allocations and Green Belt boundary amendments and associated infrastructure across the nine Greater Manchester districts insofar as such matters are executive functions.

- iii. Note that the following are the sole responsibility of full Council:
 - Responsibility for giving of instructions to the executive to reconsider the draft plan submitted by the executive for the authority's consideration.
 - The amendment of the draft joint development plan document submitted by the executive for the full Council's consideration
 - The approval of the joint development plan document for the purposes of submission to the Secretary of State for independent examination.
 - The adoption of the joint development plan document.



AGMA EXECUTIVE

Date: 25 June 2021

Subject: AGMA 2020/21 Final Outturn

Report of: Cllr David Molyneux, Portfolio Leader - Resources and

Investment and Steve Wilson, Treasurer to AGMA / GMCA

PURPOSE OF REPORT

The report sets out the final outturn for the Association of Greater Manchester Authorities (AGMA) 2020/21.

RECOMMENDATIONS:

Members are requested to:

- (i) note the report and the AGMA final revenue outturn for 2020/21
- (ii) note the position of reserves in 2020/21 as detailed in the report

CONTACT OFFICERS:

Name: Steve Wilson

Position: Treasurer (AGMA / GMCA)

E-mail: <u>steve.wilson@greatermanchester-ca.gov.uk</u>

Name: Rachel Rosewell Position: Deputy Treasurer

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Email: rachel.rosewell@greatermanchester-ca.gov.uk

BACKGROUND PAPERS:

AGMA Budget Update 2020/21 and Budget 2021/22 - 12th February 2021

TRACKING/PROCESS			
Does this report relate to a Key Decision, a	as set out in the Yes		
GMCA Constitution or in the process agreed by the AGMA			
Executive Board			
EXEMPTION FROM CALL IN			
Are there any aspects in this report which	No		
means it should be considered to be			
exempt from call in by the AGMA			
Scrutiny Pool on the grounds of urgency?			

Risk Management – An assessment of the potential budget risks are carried out quarterly as part of the monitoring process.

Legal Considerations - None

Financial Consequences – Revenue – The report sets out the out the provisional outturn for 2020/21

Financial Consequences – Capital – There are no capital considerations contained within the report.

1. AGMA FINAL OUTTURN 2020/21

- 1.1 The final outturn position for the year ending 31 March 2021 shows a breakeven position following transfer from reserve.
- 1.2 The table below details the position:

AGMA Budget 2020/21	Approved Budget	Final Outturn	Variance
	-		5000
	£000	£000	£000
Resources Available			
Contribution from Districts	634	634	0
Contribution from Reserves	0	126	126
External income and	46	46	0
contributions	40	40	U
Total	680	806	126
Call on Resources			
Police and Crime Panel	74	78	4
County Records	216	216	0
Specialist Trading Standards	62	57	-5
GM Archaeology Service	130	161	31
Waste and Minerals Unit	60	70	10
Ecology Unit	138	138	0
AGMA Hub and Spendpro	0	86	86
Total	680	806	126
Net Position	0	0	0

- 1.3 The expenditure position is an overspend of £126k as result of charges relating to previous years being made in 2020/21. The most significant being £86k of costs incurred by Wigan MBC for Sharepoint for the period 2018/19 to 2020/21. The Sharepoint system enables the secure sharing of data across GM, Wigan hosts the platform on behalf of AGMA districts.
- 1.4 A contribution from reserves of £126k has been made to cover these costs and this brings the position to breakeven.

2. RESERVES

2.1 The position at the end of 2020/21 has led to transfer from reserve of £126k decreasing the reserve to £764k.

AGMA Reserves	Balance as at 31-Mar-20 £0	Transfer in/(out) 2020/21 £0	Balance as at 31-Mar-21 £0
General Revenue Reserves General AGMA Reserves	890	-126	764
TOTAL	890	-126	764

3. RECOMMENDATIONS

3.1 Recommendations appear at the front of this report.