

DATED _____ **2014**

LONDON BOROUGH OF HACKNEY
ROYAL BOROUGH OF GREENWICH
LONDON BOROUGH OF NEWHAM
LONDON BOROUGH OF TOWER HAMLETS
LONDON BOROUGH OF WALTHAM FOREST
LONDON BOROUGH OF BARKING & DAGENHAM

SIX GROWTH BOROUGHES
INTER AUTHORITY AGREEMENT

THIS AGREEMENT is made the 2014 between

1. The Mayor and Burgesses of the London Borough of Hackney, Town Hall, Mare Street, London E8 1EA (“Hackney”)
2. The Mayor and Burgesses of the Royal Borough of Greenwich, Town Hall, Wellington Street, Woolwich, London SE18 6PW (“Greenwich”)
3. The Mayor and Burgesses of the London Borough of Newham, Town Hall, Barking Road, East Ham, London E6 2RP (“Newham”)
4. The Mayor and Burgesses of the London Borough of Tower Hamlets, Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (“Tower Hamlets”)
5. The Mayor and Burgesses of the London Borough of Waltham Forest, Town Hall, Forest Road, Walthamstow, London E17 4JF (“Waltham Forest “)
6. The Mayor and Burgesses of the London Borough of Barking & Dagenham, Civic Centre, Dagenham, RM10 7BN (“Barking & Dagenham “)

(hereinafter jointly referred to as “the six Boroughs”)

BACKGROUND

- (a) The Parties are desirous to ensure that they work together to secure local benefits and a sustainable legacy from the Olympic and Paralympic Games held in London in 2012.
- (b) The Parties are the six London Boroughs which have joined together to develop and implement a coordinated convergence and legacy programme (hereinafter referred to as the Growth Boroughs Partnership Programme (GBPP) which shall secure the desired local benefits and sustainable legacy for the geographical areas comprising the six Boroughs.
- (c) The Parties wish to establish a Growth Boroughs Partnership Unit (GBPU) which shall deliver the GBPP including all matters associated therewith.
- (d) The Parties have established a Joint Committee on the basis of the Memorandum of Understanding (MOU) attached to this Agreement as Appendix A. The Joint Committee’s Terms of Reference are set out as Appendix One to the MOU.

IT IS HEREBY AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Words importing the singular shall include the plural and vice versa. Words importing any gender shall include all genders and words importing persons shall include bodies incorporate, unincorporated associations and partnerships.
- 1.2 Clause headings are inserted for reference only and shall not affect the interpretation or construction of this Agreement.
- 1.3 In this Agreement, the following words and expressions have the following meanings

Annual budget	Shall mean the aggregate of all sums paid each Financial Year by each of the Parties
Annual Contribution	Shall mean the sum paid each Financial Year by each of the Parties in accordance with paragraph 9.2
Chief Executives' Board	Shall mean the meetings of the Chief Executives of each of the Parties or their nominees in accordance with paragraph 10.1
Executive Mayor	Shall mean a Mayor elected in accordance with the Mayor and Cabinet model of executive functions set out in Section 9C(2) of the Local Government Act 2000
Financial Year	Shall mean 1 April – 31 March
Growth Boroughs Partnership Programme (GBPP)	Shall mean the programme agreed by the Parties to deliver sustainable benefits for the Parties in accordance with this Agreement
Growth Boroughs Partnership Unit (GBPU)	Shall mean the staff required to deliver the GBPP as shall be agreed by the Parties
Joint Committee	Shall mean the Joint Committee established by the Boroughs in accordance with the MOU attached as Appendix A to this Agreement
Lead Borough	Shall mean one of the Parties to this Agreement which shall take on the lead responsibility for delivering particular activities as from time to time is identified, defined and agreed under the Agreement

MOU	Shall mean the Memorandum of Understanding attached to this Agreement at Appendix A.
Olympic and Paralympic Games	Shall mean the Games organised by the International Olympic Committee in conjunction with the London Organising Committee for the Olympic Games in 2012
Six Boroughs	Shall mean the London Boroughs of Hackney, Newham, Tower Hamlets, Waltham Forest and Barking & Dagenham and the Royal Borough of Greenwich
The Parties	Shall mean the Mayor and Burgesses of the London Boroughs of Hackney, Newham, Tower Hamlets, Waltham Forest and Barking & Dagenham and the Royal Borough of Greenwich

2. **CONSIDERATION**

- 2.1 In consideration of the mutual agreements set out herein the Parties have granted the rights and accepted the obligations set out herein.

3. **ENABLING POWERS**

- 3.1 This Agreement is made pursuant to Sections 101(5), and 113(1) of the Local Government Act 1972, Section 1(1)(b) of the Local Authorities (Goods and Services) Act 1970 and Section 1 of the Localism Act 2011 (and all the other enabling powers).
- 3.2 It shall be the responsibility of each Party to ensure they have the necessary delegations and decisions in place to give effect to this Agreement and by the act of entering into this Agreement have confirmed each of the Six Boroughs has met the requirements of this Clause 3.2.
- 3.3 The general terms of the MOU were considered and approved by the Executive of each of the six Boroughs on the dates specified in Appendix A. The Chief Executive for each of the six Boroughs acting under delegated authority signed and agreed the MOU including Appendix One to the MOU on the dates specified in Appendix A.

4. **COMMENCEMENT**

- 4.1 This Agreement shall commence from the date hereof and shall continue until terminated in accordance with paragraph 11.1 or 11.4.

5. **OBJECTIVES**

- 5.1 The main purpose of establishing the arrangements set out in this Agreement is for the six Boroughs to collaborate on and coordinate a range of activities and opportunities that arise as a result of the economic growth that was stimulated by the Olympic and Paralympic Games for the purposes of:
 - 5.1.1 Securing local benefits and sustainable legacy for the geographical areas of the six Boroughs.
 - 5.1.2 Securing the long-term benefits for the functions carried out and services provided by the six Boroughs howsoever provided including collectively, individually or in partnership with others.
 - 5.1.3 Giving strategic and operational coherence to the collaborative work of the six Boroughs in relation to convergence and legacy.
 - 5.1.4 Establishing and facilitating the implementation of a programme for the six Boroughs which ensures local benefit and sustainable legacy.
 - 5.1.5 Pooling and sharing costs arising out of this Agreement equally amongst the six Boroughs in order for a collaborative programme to be developed and implemented and
 - 5.1.6 Such other objectives as the six Boroughs jointly agree are conducive to the joint working arrangements under this Agreement.
- 5.2 Such objectives as set out in accordance with paragraphs 5.1.1 to 5.1.6 above shall collectively be referred to as the Growth Boroughs Partnership Programme (GBPP) and may be amended and varied from time to time as agreed in accordance with paragraph 7.2 of this Agreement.

6. **GROWTH BOROUGH PARTNERSHIP UNIT**

- 6.1 The Parties shall establish a Growth Boroughs Partnership Unit the purpose of which shall be to develop and manage the GBPP.
- 6.2 The GBPU shall be accountable to the six Boroughs for the GBPP and shall on request provide reports to and/or attend meetings of each or any of the six Boroughs including but not limited to their respective scrutiny commissions.

7. **POWERS**

- 7.1 The GBPU shall not have any delegated powers other than those expressly set out in this Agreement or as may be agreed between the Parties in accordance with the procedure for agreement set out in paragraph 7.2 below. Anything undertaken by the GBPU which cannot be delivered directly by the GBPU or which shall require contractual or other arrangements to be entered into to

deliver the GBPP shall be undertaken through one of the Parties who shall be identified in accordance with the procedure for agreement as set out in paragraph 7.2 below, to act as the Lead Borough on that particular activity, or as may be delegated to it by the Joint Committee.

- 7.2 Unless otherwise specified in the Agreement the procedure for agreement shall require the consensus of all Parties through the Chief Executives of the six Boroughs who shall either reach agreement at the Chief Executives' Board or in writing. Once consensus has been reached by the Chief Executives' Board or in writing if necessary, the decision shall, if required, be referred to the next available Joint Committee meeting which shall confirm the decision. In the event of non-confirmation by the Joint Committee, the matter shall be referred back to the Chief Executives' Board for reconsideration.
- 7.3 The Parties shall agree in accordance with the procedure for agreement in paragraph 7.2 what activities shall be undertaken, which of those activities can be delivered directly by the GBPU and which shall be delivered by one of the Parties acting as Lead Borough. Where delivery shall be by a Lead Borough the Parties shall agree which of them shall take the Lead Borough role and what resources (if any) need to be sourced and the estimated costs to be met in accordance with Clause 9 of the Agreement for that activity.
- 7.4 The Parties have agreed that the following areas of activity shall be the initial activities to be undertaken:-
 - 7.4.1 To recruit, appoint and determine the engagement or secondment of staff and advisers who shall be the GBPU upon such terms and conditions of service as the Parties consider necessary or desirable for the purpose of implementing the objectives. Save nothing in this paragraph 7.4.1 shall apply to the recruitment of the Director which shall be dealt with in accordance with paragraph 8.4.1 below.
 - 7.4.2 To manage the Annual Budget, receive income, pay out expenses and reimburse costs of agreed activities in accordance with an agreed programme of activity and cost.
 - 7.4.3 To recruit a Director to lead and manage the GBPU.
 - 7.4.4 To line manage the Director and staff and advisers who shall make up the GBPU.
- 7.5 Additional activities to those set out in paragraphs 7.4.1 – 7.4.4 above shall be agreed between the Parties in accordance with the procedure for agreement set out in paragraph 7.2 above. All additional activities agreed by the six Boroughs shall be evidenced in writing against this Agreement.

8. **LEAD BOROUGH ARRANGEMENTS**

- 8.1 Where necessary a Lead Borough shall be identified from amongst the Parties to implement any necessary activities under this Agreement.
- 8.2 It is agreed that the initial activities in relation to paragraph 7.4.1 (appointment of staff) should be undertaken by Hackney. For the purposes of paragraph 7.4.1 Hackney will be the lead borough and employer and will subject to the provisions contained in this Agreement be responsible for the terms and conditions and day to day management of staff engaged in accordance with this Agreement.
- 8.2.1 In discharging its Lead Borough role, Hackney shall ensure that any and all staff engaged except for seconded staff will be paid and employed by Hackney in accordance with Hackney standard terms and conditions of employment and appropriate Local Government Remuneration for such positions, subject to the parties obligations towards Hackney in respect of such appointments as set out in this Agreement.
- 8.2.2 In discharging its role as employer of staff engaged in relation to paragraph 7.4.1 it is agreed that Hackney will provide and manage staff in accordance with an appropriate job description the contents of which will be agreed between the Parties. It is further agreed that whilst Hackney will consult with the other parties to this Agreement (at such times agreed between them) as to performance of staff engaged pursuant to paragraph 7.4.1 against any agreed targets and the ongoing performance of such staff it will be for Hackney acting as employer to supervise and take any appropriate actions as employer in relation to staff concerned.
- 8.2.3 Hackney will submit an account of the costs of all staff engaged in accordance with paragraph 7.4.1. Such account must be agreed by at least two of the Parties (not including Hackney) to this Agreement within at least 30 days of Hackney submitting the account for the account to fall due. Reimbursement shall be made to Hackney from the Annual Budget within 30 days of the account being agreed in accordance with this paragraph.
- 8.2.4 Hackney will only be reimbursed in accordance with a schedule of posts and salaries that have previously been agreed, by all the Parties, through the procedure for agreement set out in paragraph 7.2 above.
- 8.2.5 Hackney shall be reimbursed the cost of employer's pension contributions, ill health retirements, early retirements, redundancies or buy out costs falling on it as employing Authority in accordance with this Agreement in the event that any of the staff engaged in accordance with paragraph 7.4.1 become so entitled. Such sums shall be met in equal parts by each of the Parties insofar as they are not provided for in the Annual Budget. However, no such payment shall be due in the event that liability for the payment is over and above that which each

of the Parties is required to contribute and such extra cost is as a result of any avoidable negligent act or omission (determined at law) by Hackney.

- 8.3 In discharging the Annual Budget as outlined in paragraph 7.4.2 it is agreed that the Lead Borough shall be Hackney.
 - 8.3.1 In discharging the Annual Budget activity Hackney will adopt standard Local Government financial control practices and principles as shall apply from time to time.
 - 8.3.2 For each Financial Year Hackney will produce an Annual Budget for agreement at a Chief Executives' Board and for consideration by the Joint Committee in advance of the Financial Year start and by no later than 1 March in any year which shall cover all aspects of the agreed activity to meet the GBPP and a cash flow statement.
 - 8.3.3 Hackney will produce where practicable a statement of expenditure and income and financial commitments for every Chief Executives' Board or where not practicable at a minimum frequency of every three months from the commencement of this Agreement.
 - 8.3.4 Hackney will reimburse agreed and approved items of expenditure as submitted in accordance with paragraph 8.5
- 8.4 NOT USED.
- 8.5 Subject to the inclusion of sufficient funds in the Annual Budget or under any alternative funding arrangements made under paragraph 7.2 above Hackney will reimburse costs for any Lead Borough activity carried out under this Agreement within 30 days of submission of a statement of expenditure provided that the said statement of expenditure is agreed as reasonable by at least two of the six Boroughs (not including the Party submitting the said statement) such agreement to be provided within 30 days of submission of the statement of expenditure. Such statements of expenditure shall include all relevant proofs and details of expenditure as would ordinarily be expected by an authority acting reasonably.
- 8.6 In the event that additional Lead Boroughs are identified for certain activities under this Agreement they shall submit statements of expenditure as required in paragraph 8.5. Payments shall be made in accordance with the procedure set out in paragraph 8.5.

9. **THE ANNUAL BUDGET**

- 9.1 Hackney shall be the Lead Borough responsible for administering the Annual Budget.
- 9.2 Subject to the provisions of paragraph 9.3 each Party will pay an Annual Contribution, the sum of which shall be agreed in accordance with paragraph

7.2 until termination of this Agreement such payments to be made on or before the 30 April in each year until termination of this Agreement.

- 9.3 The first Annual Contribution shall be payable within 30 days of the commencement of this Agreement. Such payment shall be the contribution payable to [.....] 20[....]. Thereafter the payments particularised in paragraph 9.2 shall fall due.
- 9.4 All agreed costs will be shared equally and be met from the Annual Budget.
- 9.5 Any underspends in any Financial Year will be carried forward unless all Parties agree to be reimbursed. Such agreement to be reached in accordance with paragraph 7.2 above.
- 9.6 Any overspends will be shared in equal parts and further equal contributions made by each of the parties within 30 days of the overspend being determined by the out-turn report provided that such overspend has not arisen due to negligence, breach of this Agreement or authority being exceeded by any of the Parties.
- 9.7 In the event of any overspend or element of overspend caused by negligence, breach of this Agreement or authority being exceeded by any Party to this Agreement, that Party shall be solely responsible for the costs arising.
- 9.8 The Annual Contribution made under paragraph 9.2 may be increased in line with the rate of inflation in accordance with the annual percentage increase in the Consumer Price Index (CPI) provided a majority of the Parties agree. Any increase in excess of percentage increase in CPI shall require the written unanimous agreement of all Parties and approval in accordance with paragraph 7.2 above.

10. **CHIEF EXECUTIVES' BOARD**

- 10.1 The Chief Executives for the six Boroughs shall meet on a regular basis as the Chief Executives' Board and in any event not less than quarterly to review the operation of this Agreement and deal with any matters requiring their attention or approval in accordance with the provisions of this Agreement. The Chief Executives shall be entitled to send a nominee to such meetings to represent them in their absence. Such nominee shall have the same powers as the Chief Executive would have had, had they attended.

11. **TERMINATION AND DISSOLUTION**

- 11.1 This agreement shall terminate on such date as shall be agreed by all the Parties.
- 11.2 In the event of termination a final account will be drawn up detailing the costs and liabilities arising from such termination. Such costs and liabilities shall

include any staffing costs, redundancies and the cost of terminating any formal arrangements entered into.

11.3 Any net costs after deduction of any income or Annual Contributions remaining will be shared equally between the Six Boroughs.

11.4 In the event of one or more of the six Boroughs wishing to withdraw from this Agreement, but where the GBPP effectively continues then the withdrawing Borough[s] will contribute equally between themselves the net cost of their withdrawal. This will include any resultant redundancy costs, any costs of terminating formal agreements and costs that fall on the remaining Boroughs not able to be defrayed by other action. Any Borough wishing to withdraw shall be required to give 12 months notice of the withdrawal. Such notice period may only be reduced with the written agreement of all non-withdrawing Boroughs.

12. **ENTIRE AGREEMENT**

12.1 This Agreement together with any appendices to it constitutes the entire agreement between the Parties with respect to the matters dealt with therein and supersedes the Inter Authority Agreement dated 31 October 2011 between Hackney, Greenwich, Newham, Tower Hamlets, Waltham Forest and Barking and Dagenham.

12.2 For the avoidance of doubt the terms of the MOU and Appendix One thereto shall be incorporated as part of this Agreement.

13. **NO PARTNERSHIP**

13.1 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between any of the Parties and except as expressly provided herein none of the six Boroughs shall have any authority to bind the others in any way save as permitted by this Agreement.

14. **INSURANCE**

14.1 The Lead Borough for the purposes of employing the staff under paragraph 8.2 above shall, unless the Parties agree otherwise in accordance with the procedure for agreement set out in paragraph 7.2, be the Lead Borough on insurance and insurable risks and shall, if one or more of the Parties are satisfied their current insurance cover is not sufficient, effect either jointly for the benefit of the parties or for the relevant Lead Borough Employers, Public, Professional, Motor Contingency liability insurance and other such insurances the Parties agree to be appropriate and necessary in order to protect the liabilities and assets of the six Boroughs.

14.2 The Lead Borough in accordance with paragraph 14.1 shall on request by one or more of the other parties provide evidence of effecting such insurance including premiums together with advise and guidance to the six Boroughs and

the GBPU on insurance and related matters inasmuch as they are pertinent and relevant to the obligations and liabilities contained in this Agreement.

15. **INDEMNITIES**

- 15.1 The Parties hereto agree to indemnify the Lead Boroughs against any costs, losses, liabilities and proceedings which the Lead Boroughs may suffer as a result of or in connection with its obligations hereunder provided and to the extent that such costs, losses, liabilities and proceedings over and above that which each borough to this Agreement is required to contribute and such extra costs are not due to any avoidable negligent act or omission (determined at law) of the Lead Borough or breach by the Lead Borough of its obligations hereunder. Any payments made to the Lead Borough under this paragraph 15.1 shall be met from the Annual Budget or in equal parts by each of the parties insofar as they are not provided for in the Annual Budget.
- 15.2 Any Lead Borough appointed hereunder shall indemnify the other Parties against any costs, losses, liabilities and proceedings over and above that which each borough to this Agreement is required to contribute and such costs which the other Party or Parties may suffer as a result of or in connection with any breach of the Lead Borough's obligations hereunder and/or any avoidable negligent act or omission (determined at law) in relation thereto.
- 15.3 Each borough to this Agreement shall inform the other boroughs at the earliest opportunity of any issue or matter or legal process or proceedings which may affect the six Boroughs obligations under this Agreement.

16. **WAIVER**

- 16.1 No failure to exercise and no delay in exercising on the part of any of the Parties any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other right power or privilege.

17. **EXECUTION**

- 17.1 This Agreement is executed by each Party by executing as a Deed the annexed Memorandum of Participation on behalf of that Party and such Memorandum of Participation shall be evidence of execution by that Party when Memoranda executed by all the Parties are incorporated into this Agreement.

18. **DISPUTE RESOLUTION**

- 18.1 Any dispute or difference arising out of or connected with this Agreement shall be identified by written notice from one Party to the other Party or Parties in dispute who shall within 7 working days (or such date agreed by all six

Boroughs to this Agreement) of the notice meet to attempt in good faith to resolve the dispute amicably on a full and final basis.

- 18.2 If the Parties are not able to conduct such meeting within the 7 working day period (or other agreed period) or such meeting has taken place but the dispute or difference remains unresolved then it shall be referred to mediation if the Parties in dispute so agree (such mediation to be conducted as agreed between the Parties in dispute) or in the event that one or more of the Parties in dispute does not agree mediation it shall be referred to an agreed independent expert and the Parties agree to abide by the expert's decision without prejudice to the Parties' rights in law. In the absence of agreement a mediator or expert (whichever is the preferred route) shall be appointed by the President of the Law Society such appointment to be binding on the six Boroughs. An appointed mediator or expert shall in addition to determination of the dispute or difference set the process, procedure and timetable for determination of the dispute or difference.

All costs relating to resolving the dispute or difference shall be met equally by the Parties to this Agreement or apportioned as appropriate by the mediator/expert on the basis that resolution under this paragraph 18 was necessary.

- 18.3 Nothing in this paragraph 18 or the Agreement as a whole shall prejudice the six Boroughs legal right to apply to the English Courts for emergency relief or for determination of a point of law.

19. **NOTICES**

- 19.1 All notices or decisions which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this paragraph. Any such notice may be delivered personally or by first class prepaid letter shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting.

20. **DATA PROTECTION**

- 20.1 The Parties shall ensure full compliance with the Data Protection Act 1998 (hereinafter called the "1998 Act") and all other legislation relating to the collection and use of information as applies from time to time in respect of the control and processing of any information required under this Agreement. All Parties shall ensure their notifications under Section 18 and 19 of the 1998 Act are up to date and where necessary include the activities of this Agreement where the Party acts as data controller for the purposes of the information.
- 20.2 Any information provided by a Party to this Agreement who is a data controller of the said information to another Party shall be provided to that Party as Data Processor (as defined by the 1998 Act) only and nothing in this Agreement

shall allow the receiving Party to treat the information as though they were the data controller.

All processing by the Parties of any information under this Agreement shall be carried out in accordance with the Data Protection Principles (as defined by the 1998 Act).

- 20.3 Where any Party receives a subject access request for information held as a result of the activities carried out in accordance with this Agreement the Parties shall fully cooperate in complying with the obligations under the 1998 Act in relation to that data.

21. **FREEDOM OF INFORMATION**

- 21.1 The Parties recognise that they are subject to legal duties which may require the disclosure of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2002 or any other applicable legislation or codes governing access to information and that the Parties may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

- 21.2 The Parties recognise that in order to facilitate openness and accountability the general view is that all relevant information concerning its arrangements should be subject to disclosure unless the information is exempt in accordance with the provisions of the legislation and where applicable the public interest in withholding the information outweighs the public interest in disclosing it.

- 21.3 Where any Party receives a request for information held the Parties shall fully cooperate in complying with the obligations under the Freedom of Information Act and all other relevant legislation in relation to that data.

22. **SUCCESSORS BOUND**

- 22.1 This Agreement shall be binding on and shall endure for the benefit of the successors and assigns (as the case may be) of each of the Parties.

23. **ASSIGNMENT**

- 23.1 None of the Parties may assign its rights and obligations in whole or in part hereunder without the prior written consent of the other Parties.

24. **CONTINUING AGREEMENT**

- 24.1 All provisions of this Agreement shall so far as they are capable of being performed and observed continue in full force and effect notwithstanding termination except in respect of those matters then already performed.

25. **GOOD FAITH**

25.1 Each of the Parties undertakes with each of the others to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

26. **SEVERABILITY**

26.1 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall remain in full force and effect.

27. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

27.1 Nothing contained in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

28. **VARIATION**

28.1 This Agreement may be varied by agreement in writing of the Parties such agreement to be reached in accordance with the procedure for agreement set out in paragraph 7.2 above.

MEMORANDUM OF PARTICIPATION

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE ROYAL
BOROUGH OF GREENWICH** was
hereunto affixed in the presence of:

Authorised Signatory:

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF HACKNEY** was hereunto
affixed in the presence of:

Authorised Signatory:

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF NEWHAM** was hereunto
affixed in the presence of:

Authorised Signatory:

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF TOWER HAMLETS** was hereunto
affixed in the presence of:

Authorised Signatory:

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF WALTHAM FOREST** was
Hereunto affixed in the presence of:

Authorised Signatory:

**THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF BARKING AND
DAGENHAM** was hereunto affixed in the
presence of:

Being an Officer of the Council of the said
Borough authorised to attest the Common
Seal

Seal Register Number

APPENDIX A

MEMORANDUM OF UNDERSTANDING

JOINT COMMITTEE OF THE SIX GROWTH BOROUGHES

Introduction

1. The London Boroughs of Hackney, Newham, Tower Hamlets, Waltham Forest and Barking and Dagenham and the Royal Borough of Greenwich (the six boroughs) have decided to establish a joint committee to discharge executive functions on behalf of the six boroughs in so far as they relate to joint activities or areas of common concern in relation to convergence and legacy as referenced by the Convergence Annual Report and Action Plan.

2. This Memorandum of Understanding sets out the basis for operating the joint committee and associated activities as agreed between the six boroughs. The Memorandum and the terms of reference for the joint committee (which are attached as Appendix One) will be approved by the Executive for each of the six boroughs.

Legal Framework

3. Section 101 (5) of the Local Government Act 1972 provides that two or more local authorities may discharge any of their functions jointly and that where joint arrangements are in force in respect of any functions, those functions may be discharged through a joint committee established by the authorities.

4. Section 101 (2) of the Local Government Act 1972 provides that unless the joint arrangements specify otherwise, a joint committee can also establish a sub-committee to discharge any of its functions or delegate functions to an officer and unless the joint arrangements or joint committee specify otherwise, a sub-committee established by a joint committee may delegate functions to an officer.

5. Appointments to a joint committee are made under section 102(1)(b) of the Local Government Act 1972 and the establishment of a joint committee is governed by The Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012, issued under sections 9EA, 9EB and 105 of the Local Government Act 2000. The relevant Regulations provide:

a) Regulation 11 (2) - where a joint committee is established to discharge more than one function by the same authorities at the same time and at least one of those functions is an executive function in at least one authority, the joint arrangements may provide for one joint committee to discharge all the functions on behalf of all the authorities.

b) Regulation 12(3) – the decision on appointment to a joint committee should be taken by either the elected mayor, the executive leader, the executive, a member of the executive or a committee of the executive (dependant on the detailed executive arrangements that are being operated by the authority), where the joint committee is to discharge only executive functions on behalf of the executive of the authority.

c) Regulation 12 (3) - where a joint committee is discharging a function in relation to five or more local authorities and the executive is responsible for deciding on the appointment of Members, both executive and non-executive

Members may be appointed to the joint committee by the executive and the political balance requirements do not apply.

6. At present the law does not permit local authorities to discharge their functions through non local authority bodies or through mixed bodies. Therefore, stakeholders and other partners will be involved in the operation of the joint committee in an advisory capacity only.

7. A joint committee is subject to overview and scrutiny requirements under section 9(F) of the Local Government Act 2000 which provides that executive arrangements by a local authority must ensure their overview and scrutiny committee (or their overview and scrutiny committees between them) have power to scrutinise decisions made, or other action taken, in connection with the discharge of any functions which are the responsibility of the executive.

8. The 'call in' provisions also apply to a joint committee under section 9(F) of the Local Government Act 2000 which provides that the above power of an overview and scrutiny committee to review or scrutinise a decision made but not implemented, includes power to recommend that the decision be reconsidered by the person who made it.

8A. The provisions relating to executive decisions contained in the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 do not apply to the operation of this joint committee because under Regulation 2(c) of such Regulations this joint committee is not a decision maker or decision making body under Regulation 2(b) to which such Regulations refer.

9. The joint committee is not a separate legal entity and existing arrangements for lead boroughs to take on responsibility for particular activities will be made and/or continue to operate in accordance with the Inter Authority Agreement made between the six boroughs dated [.....].

Inter Authority Agreement (IAA)

10. The existing IAA will be amended to give effect to all new matters covered by this Memorandum of Understanding.

11. Under the terms of the IAA any variation must be agreed by each of the six borough Chief Executives and for the avoidance of doubt the Executive of each of the six boroughs will also specifically delegate responsibility for agreement of the revised IAA to their respective Chief Executives.

Employment of Staff

12. The new IAA will designate the London Borough of Hackney as lead borough for the employment and management of staff in the new Growth Boroughs Partnership Unit. The Director of the Unit will be responsible for day to day management/direction of the unit, reporting to the joint committee through the Chief Executive's Board (see 14 below).

Annual Budget

13. The IAA will designate the London Borough of Hackney as lead borough for discharging the annual budget and the joint committee will be responsible for

managing the annual budget. As part of this function, the joint committee may also make proposals for any revision in the level of contribution made by each of the six boroughs to the annual budget for consideration as part of each of the six boroughs annual budget allocation process. Most of the budget will continue to be spent on staffing and accommodation for the Growth Boroughs Partnership Unit. The IAA provides a framework for engaging and managing staff, and reporting on revisions to staffing structures. The IAA also provides arrangements for establishing and controlling a balanced annual budget funded by equal contributions from the six Growth Boroughs and grants/contributions secured from other sources.

Chief Executives' Board

14. The IAA will provide for regular meetings of the six borough Chief Executives meeting formally as the Chief Executives' Board.

Administration

15. Administrative support for the meetings of the six borough Chief Executives and the joint committee will be provided by the London Borough of Hackney on a lead borough basis and the Chief Executive of Hackney Council will be formally designated as clerk to the joint committee with responsibility for the provision of administrative support.

Overview and Scrutiny

16. Decisions of the joint committee are subject to scrutiny and 'call in' by the six boroughs. Each of the six boroughs has established overview and scrutiny arrangements for the joint committee (and any sub-committee(s)) to include uniform time limits for the 'call in' process in each of the six boroughs

17. In the event that a decision of the joint committee or any sub-committee is 'called in' the Chief Executive (or an officer designated by the Chief Executive) for the relevant borough will attend the relevant scrutiny committee together with one or both of the Members nominated by that borough to the joint committee or any Member of a sub-committee.

Procedure Rules

18. The joint committee will adopt revised Procedure Rules to cover all matters relevant to its governance arrangements.

Functions

19. The executive functions discharged by the joint committee shall be as specified in the terms of reference attached as Appendix One to this memorandum. The joint committee does not have power to exercise non executive functions on behalf of the six boroughs.

20. The functions of the joint committee will not be limited by area, but it will only discharge executive functions that relate to joint activities or areas of common concern in relation to convergence and legacy.

Membership and Chair

21. The Executive for each of the six boroughs will nominate two Members to the joint committee. The maximum term of office for any nomination may not exceed a Member's remaining term in office and should be made by each of the Boroughs for each new municipal year.

22. The joint committee will be responsible for electing a Chair and it has been agreed by the six boroughs that this Memorandum should record that the intention of the six boroughs is that the Chair of the joint committee should be the Mayor of Newham.

Agenda Management

23. The rules of procedure adopted by the joint committee as part of a Constitution shall include the following provisions relating to agenda management.

24. All prospective items of business for the joint committee established by it shall in the first instance be considered at a meeting of the Chief Executives' Board. An item shall only be included on the agenda for a joint committee meeting with the agreement of each of the six borough Chief Executives.

25. Where an item of business has been included in the agenda for a joint committee meeting in accordance with paragraph 24 above but it appears to the Chair of the joint committee that unanimity of voting may not be achieved, the Chair may propose that the agenda item be referred back to the Chief Executives' Board for further consideration.

26. Where a decision of the joint committee does not apply to all six boroughs, the delegation of functions to the joint committee is limited to those boroughs to which the decision applies so that any borough to which the decision does not apply retains the capacity to determine the issue(s) in accordance with its own procedural requirements.

Quorum and Voting

27. The quorum for meetings of the joint committee will be at least one Member from each borough.

28. Each Member of the joint committee will have one vote and all questions coming or arising before the joint committee shall be decided by a majority of the members of the joint committee present and voting (paragraph 39 of Schedule 12 to the Local Government Act 1972).

Delegation to Officers

29. The joint committee may delegate specific functions to an officer of one of the six boroughs. Any such delegation may be subject to the requirement for the officer to consult with or obtain the prior agreement of an officer (or officers) of one or more of the other four boroughs or subject to the requirement for the officer with delegated authority to consult with the Chair of the joint committee before exercising their delegated authority.

Partner and Stakeholder Representation

30. Partners and stakeholders will be invited to send observers to meetings of the joint committee as appropriate.

Commencement

31. The joint committee will be established when this Memorandum of Understanding and the terms of reference for the joint committee (attached as Appendix One) have been approved by the executives of each of the six boroughs.

Appendix One

JOINT COMMITTEE OF THE SIX GROWTH BOROUGHs TERMS OF REFERENCE

To act as a joint committee of the London Boroughs of Hackney, Newham, Tower Hamlets, Waltham Forest and Barking and Dagenham and the Royal Borough of Greenwich (the six boroughs) for joint collaboration in relation to convergence and legacy.

1. Functions:

To discharge on behalf of the boroughs the executive functions listed below in so far as they relate to joint activities or areas of common concern in relation to convergence and legacy, as agreed in the business plan:

1. Management and expenditure of the annual budget as defined by the Inter Authority Agreement made between the six boroughs dated [.....]
2. Management and expenditure of external funding and all other financial resources allocated to the joint committee, including any funding allocated to the joint committee by any or all of the six boroughs in addition to the annual budget.
3. Approval of an annual business plan.
4. Joint promotion of the Growth Boroughs area and its unique portfolio of assets including the Olympic afterglow.
5. Consistent approach to enforcing through planning and procurement requirements the promotion of convergence by developers and contractors.
6. Collective promotion of transport and other infrastructure investment including its prioritisation over other parts of London.
7. Joint bidding for funding, training and employment programmes, e.g. funding from the European Union and Regional Growth Fund (RGF) where bids from one Borough will not be entertained.
8. Convergence and the prioritising of the social and economic needs of the Growth Boroughs area.
9. Collective action in respect of the National and Regional allocation of local government housing, health, policing and transport resources based on need and population.
10. Working together to protect Growth Boroughs' interests in respect of National and Regional policy and action.
11. Collective working with employers on jobs and skills.
12. Contextual recognition of the varying economic, housing and investment opportunities related to the character and resources of each of the Growth Boroughs.

Any other executive functions relating to joint activities or areas of common concern in relation to convergence and legacy in relation to which funding is allocated through the annual budget or in respect of which external funding or any other financial resources are allocated to the joint committee.

The governance arrangements provide flexibility so that one or more but less than six boroughs can opt out of certain projects insofar as they relate to joint activities or areas of concern. It is within the capacity of the Joint Committee to agree that one or

more but less than six boroughs may participate in work with other authorities outside the growth borough arrangements. The Joint Committee will agree any particular project will be undertaken by one or more boroughs outside the responsibilities of the Joint Committee.

2. Membership:

Twelve Members, comprising two Members nominated by the Executive from each of the six boroughs for a maximum period not extending beyond any Member's remaining terms of office as a councillor.

3. Quorum:

At least one Member from each of the six boroughs.

4. Voting Requirements:

Each Member of the joint committee will have one vote and all questions coming or arising before the joint committee shall be decided by a majority of the members of the joint committee present and voting.

APPROVALS:

The general terms of the Memorandum of Understanding (including Appendix One) were considered and approved at a meeting of the executive of each the six boroughs on the following dates:

Royal Borough of Greenwich:

London Borough of Hackney:

London Borough of Newham:

London Borough of Tower Hamlets:

London Borough of Waltham Forest:

London Borough of Barking and Dagenham

The Chief Executive for each of the six boroughs acting under delegated authority signed and agreed this Memorandum of Understanding (including Appendix One) on the following dates:

Mary Ney
Chief Executive – Royal Borough of Greenwich

Signed.....Date.....

Tim Shields
Chief Executive – London Borough of Hackney

Signed.....Date.....

Kim Bromley-Derry
Chief Executive – London Borough of Newham

Signed.....Date.....

Stephen Halsey
Chief Executive – London Borough of Tower Hamlets

Signed.....Date.....

Martin Esom
Chief Executive – London Borough of Waltham Forest

Signed.....Date.....

Graham Farrant
Chief Executive – London Borough of Barking and Dagenham

Signed.....Date.....