

DATED \_\_\_\_\_ 2016

LONDON BOROUGH OF BARKING & DAGENHAM

LONDON BOROUGH OF BEXLEY

LONDON BOROUGH OF ENFIELD

ROYAL BOROUGH OF GREENWICH

LONDON BOROUGH OF HAVERING

LONDON BOROUGH OF NEWHAM

LONDON BOROUGH OF REDBRIDGE

LONDON BOROUGH OF WALTHAM FOREST

LOCAL LONDON PARTNERSHIP

INTER AUTHORITY AGREEMENT

THIS AGREEMENT is made on the..... 2016 between

1. The Mayor and Burgesses of the London Borough of Barking & Dagenham, Civic Centre, Dagenham, RM10 7BN ("Barking & Dagenham")
2. The Mayor and Burgesses of the London Borough of Bexley, Civic Offices, 2 Watling Street, Bexleyheath, Kent, DA6 7AT ("Bexley")
3. The Mayor and Burgesses of the London Borough of Enfield, Civic Centre, Silver Street, Enfield, London, EN1 3ES ("Enfield")
4. The Mayor and Burgesses of the Royal Borough of Greenwich, Town Hall, Wellington Street, Woolwich, London SE18 6PW ("Greenwich")
5. The Mayor and Burgesses of the London Borough of Havering, Town Hall, Main Road, Romford, London, RM1 3BB ("Havering")
6. The Mayor and Burgesses of the London Borough of Newham, Town Hall, Barking Road, East Ham, London, E6 2RP ("Newham")
7. The Mayor and Burgesses of the London Borough of Redbridge, Town Hall, Ilford, London, IG1 1DD ("Redbridge")
8. The Mayor and Burgesses of the London Borough of Waltham Forest, Town Hall, Forest Road, Walthamstow, London, E17 4JF ("Waltham Forest")

(Here inafter jointly referred to as "Local London Members")

## BACKGROUND

- (a) The Local London Members are the eight London boroughs who are parties to this Agreement which have joined together to develop and implement a coordinated programme which will both seek meaningful devolution deals with regional and national government, and effectively deliver on any responsibilities transferred to the sub-region (hereinafter referred to as the Local London Partnership Programme (LLPP))
- (b) Local London Members will ensure that they work together to deliver growth and identify opportunities for devolution to the sub-region which can result in sustainable long term benefits for local residents.
- (c) Local London Members have agreed to establish a Joint Committee on the basis of the Memorandum of Understanding (MOU) attached to this Agreement as The Appendix. The Joint Committee's Terms of Reference are set out in The Schedule. The Joint Committee will discharge executive functions on the collective behalf of Local London Members in so far as they relate to joint activities or areas of common concern in relation to the delivery of the LLPP.
- (d) Local London Members have agreed to establish a Local London Partnership Unit (LLPU) which shall deliver the LLPP, including all matters therewith. Members have agreed Redbridge's formal role as the Accountable Body for Local London, and any duties and responsibilities which are assigned to this role as outlined in section 8.

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

Accountable Body	Shall mean the formal role assigned to the London Borough of Redbridge as a member of Local London. The Accountable Body shall take on the lead responsibility for delivering particular activities as from time to time identified, defined and agreed under this Agreement.
Agreement	Shall mean this Inter-Authority Agreement
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
Director of Local London	Shall mean the individual responsible for leading and managing the Local London Partnership Unit
Financial Year	Shall mean 1 April – 31 March
Joint Committee	Shall mean the Joint Committee established by the Local London Members and as described in the schedule 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 identified

Local London Partnership Programme (LLPP)	Shall mean the programme agreed by the Parties to deliver sustainable benefits for the Parties in accordance with this Agreement
Local London Partnership Unit (LLPU)	Shall mean the staff required to deliver the LLPP as shall agreed by the Parties
Local London Members	Shall mean the London Boroughs of Barking & Dagenham, Bexley, Enfield, Greenwich, Having, Newham, Redbridge and Waltham Forest
MOU	Shall mean the Memorandum of Understanding set out in Appendix A to this agreement
Procedure Rules	Shall mean the rules of procedure governing the meetings and activities of Local London and any of its subcommittees

## 2. CONSIDERATION

2.1 In consideration of the mutual agreements set out herein, the Local London Members 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 member 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 Local London Members has met the requirements of this paragraph 3.2.

3.3 The general terms of the MOU are to be considered and approved by the Chief Executive of each of the Local London Members. The agreed MOU (The Appendix) and The Schedule as outlined in this agreement are to be signed by The Chief Executive for each of the eight Boroughs acting under delegated authority.

## 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 Local London Members to collaborate on and coordinate a range of activities and opportunities that arise through greater devolution of powers from government for the purposes of:
  - 5.1.1 Securing local benefits and sustainable growth for the geographical areas of the eight Local London Members.
  - 5.1.2 Securing the long-term benefits for the functions carried out and services provided by the Local London Members, howsoever provided including collectively, individually or in partnership with others.
  - 5.1.3 Giving strategic and operational coherence to the collaborative work of the Local London Members in relation to securing local benefits.
  - 5.1.4 Establishing and facilitating the implementation of a programme for the Local London Members which ensures local benefit and sustainable legacy.
  - 5.1.5 Pooling and sharing costs arising out of this Agreement equally amongst the Local London Members in order for a collaborative programme to be developed and implemented; and
  - 5.1.6 Such other objectives as the Local London Members 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 Local London Partnership Programme (LLPP) and may be amended and varied from time to time as agreed in accordance with paragraph 7.2 of this Agreement.

## 6. LOCAL LONDON PARTNERSHIP UNIT

- 6.1 Local London Members shall establish a Local London Partnership Unit headed by the Director of Local London, the purpose of which shall be to develop and manage the Local London programme of work.
- 6.2 The LLPU shall be located and set within the structure of the Accountable Body and shall provide administrative and clerking support to the LLPP. The LLPU shall be responsible to develop, manage and administer the LLPP work streams.
- 6.3 The LLPU shall be accountable to the Local London Members and shall on request provide reports to and/or attend meetings of each or any of the Local London Members including but not limited to their respective scrutiny committee.

## 7. POWERS

- 7.1 The LLPU 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 LLPU which cannot be delivered directly by the LLPU or which shall require contractual or other arrangements to be entered into shall be undertaken through one of the Parties who shall be identified as a Lead Borough in accordance with the procedure for formal agreement as set out in

paragraph 7.2, or as may be delegated to it by the Joint Committee.

- 7.2 Unless otherwise specified in the Agreement further agreement will be required through consensus of all Chief Executives, Leaders or Executive Mayors of the Local London Members who shall either reach agreement at the Board or in writing. Once consensus has been reached the decision shall, if required, be referred to the next available Joint Committee meeting which shall confirm the decision.
- 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 LLPU 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.
- 7.4 The Parties have agreed that the following areas of activity shall be the initial activities to be undertaken:
- 7.4.1 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.
- 7.4.2 To recruit the Director of Local London to lead and manage the LLPU. The Director shall be responsible for recruiting, appointing and determining the engagement or secondment of other staff and advisers to the LLPU upon such terms and conditions of service as Local London Members consider necessary or desirable for the purpose of implementing the agreed objectives.
- 7.4.3 To line manage the Director of Local London and staff who shall make up the LLPU.
- 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 Local London Members shall be evidenced in writing against this Agreement.

## 8. ACCOUNTABLE BODY AND LEAD BOROUGH ARRANGEMENTS

- 8.1 Redbridge has been identified by the Local London Members as the Accountable Body of Local London and shall perform all the functions and responsibilities of the Accountable Body and undertake and perform all such other necessary activities to facilitate the work of the Accountable Body in delivering the LLPP as provided for under this Agreement.

- 8.2 It is agreed that staff hosting activities should be undertaken by the Accountable Body. In relation to paragraph 7.4.1, appointment of staff, Redbridge has been designated as the Lead Borough in this role. For the purposes of paragraph 7.4.1 Redbridge 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 The Accountable Body shall ensure that any and all staff engaged, except for seconded staff, will be paid and employed by the Accountable Body in accordance with Redbridge's standard terms and conditions of employment and appropriate Local Government Remuneration for such positions, subject to the Local London Member's obligations towards Redbridge 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 the Accountable Body will provide and manage staff in accordance with an appropriate job description. It is further agreed that whilst the Accountable Body 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 Redbridge acting as employer to supervise and take any appropriate actions as employer in relation to staff concerned.
- 8.2.3 The Accountable Body 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 three of the Parties (not including Redbridge) to this Agreement within at least 30 days of Redbridge submitting the account for the account to fall due. Reimbursement shall be made to Redbridge from the Annual Budget within 30 days of the account being agreed in accordance with this paragraph.
- 8.2.4 The Accountable Body will only be reimbursed in accordance with a schedule of costs 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 The Accountable Body 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 Redbridge.
- 8.3 The Accountable Body will be responsible for hosting and discharging the Annual Budget.

- 8.3.1 In discharging the Annual Budget activity the Accountable Body will adopt standard Local Government financial control practices and principles as shall apply from time to time.
- 8.3.2 For each Financial Year the Accountable Body 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 LLPP and a cash flow statement.
- 8.3.3 The Accountable Body 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 The Accountable Body will reimburse agreed and approved items of expenditure as submitted in accordance with paragraph 8.5
- 8.4 Subject to the inclusion of sufficient funds in the Annual Budget or under any alternative funding arrangements made under paragraph 7.2 above the Accountable Body 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 three of the Local London Members (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.
- 8.5 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 8.4. Payments shall be made in accordance with the procedure set out in paragraph 8.4.
- 8.6 The Accountable Body will ensure the appropriate sign off processes for any key decision making undertaken by Local London Members and the Director of Local London.

## 9. THE ANNUAL BUDGET

- 9.1 Redbridge in its role as the Accountable Body of Local London shall be the Lead Borough responsible for administering the Annual Budget.
- 9.2 Subject to the provisions of paragraph 9.3 each Local London Member will pay an Annual Contribution of £50k or such other sum as shall be agreed. Payments will 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 the Accountable Body. Annual payments thereafter shall be made payable to Accountable Body.

- 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 Local London Members 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 Local London Members 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 Local London Members.
- 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 Local London Member to this Agreement, that Local London Member 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 Local London Members agree. Any increase in excess of percentage increase in CPI shall require the written unanimous agreement of all Local London Members and approval in accordance with paragraph 7.2 above.

## 10. CHIEF EXECUTIVES' BOARD

- 10.1 The Chief Executives for Local London Members 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 nominees should be first tier and shall have the same delegated powers as the Chief Executive would have had, had they attended.
- 10.2 A monthly Local London Leaders, Executive Mayors and Chief Executives Strategy Group meeting will be held to agree the coming agenda for Local London and to discuss the progress of Local London Members. Attendance will comprise the Chief Executives, Mayors and Leader of each Local London Member and any nominated attendee approved to represent each member.

## 11. TERMINATION AND DISSOLUTION

- 11.1 This Agreement shall terminate on such date as shall be agreed by all Local London Members.
- 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 Local London Members.

11.4 In the event of one or more of the Local London Members wishing to withdraw from this Agreement, but where the LLPP effectively continues then the withdrawing Local London Member[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 Local London Members not able to be defrayed by other action. Any Local London Member wishing to withdraw shall be required to give 12 months' notice in writing of the withdrawal. Such notice period may only be reduced with the written agreement of all non-withdrawing Local London Members.

## 12. ENTIRE AGREEMENT

12.1 This Agreement together with any appendices to it constitutes the entire agreement between the Local London Members with respect to the matters dealt with therein.

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 Local London Members and except as expressly provided herein none of the Local London Members 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 Local London Members 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 Local London Members 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 Local London Members.

14.2 The Lead Borough in accordance with paragraph 14.1 shall on request by one or more of the other Local London Members provide evidence of effecting such insurance including premiums together with advice and guidance to the Local London Members and the LLPU on insurance and related matters insofar as they are pertinent and relevant to the obligations and liabilities contained in this Agreement.

## 15 INDEMNITIES

- 15.1 The Local London Members hereto agree to indemnify the Lead Borough(s) against any costs, losses, liabilities and proceedings which the Lead Borough(s) 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(s) or breach by the Lead Borough(s) of its obligations hereunder. Any payments made to the Lead Borough(s) 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 Local London Members against any costs, losses, liabilities and proceedings over and above that which each Local London Member is required to contribute and such costs which the other Local London Members(s) 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 Local London Member shall inform the other boroughs at the earliest opportunity of any issue or matter or legal process or proceedings which may affect the Local London Member's obligations under this Agreement.

16. WAIVER

- 16.1 No failure to exercise and no delay in exercising on the part of any of the Local London Members 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 Local London Member by executing as a Deed the annexed Memorandum of Participation on behalf of that Local London Member and such Memorandum of Participation shall be evidence of execution by that Local London Member when Memoranda executed by all the Local London Members 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 Local London Member to the other Local London Member(s) in dispute who shall within 7 working days (or such date agreed by all Local London Members 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 Local London Members 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 Local London Members in dispute so agree (such mediation to be conducted as agreed between the Local London Members in dispute) or in the event that one or more of the Local London Members in dispute does not agree mediation it shall be referred to an agreed independent expert and the Local London Members agree to abide by the expert's decision without prejudice to the Local London Members' rights in law. In the absence of agreement a mediator or independent expert (whichever is the preferred route) shall be appointed by the President of the Law Society such appointment to be binding on the Local London Members. An appointed mediator or independent 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 Local London Members 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 Local London Members 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 Local London Members 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 Local London Members 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 Local London Member acts as data controller for the purposes of the information.
- 20.2 Any information provided by a Local London Member to this Agreement who is a data controller of the said information to another Local London Member shall be provided to that Local London Member as Data Processor (as defined by the 1998 Act) only and nothing in this Agreement shall allow the receiving Local London Member to treat the information as though they were the data controller.

All processing by the Local London Members 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 Local London Member receives a subject access request for information held as a result of the activities carried out in accordance with this Agreement the Local London Members shall fully cooperate in complying with the obligations under the 1998 Act in relation to that data.

## 21. FREEDOM OF INFORMATION

21.1 The Local London Members 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 Local London Members 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 Local London Members 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 Local London Member receives a request for information held the Local London Members 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 assignees (as the case may be) of each of the Local London Members.

## 23. ASSIGNMENT

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

## 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 Local London Members 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 Local London Members such agreement to be reached in accordance with the procedure for agreement set out in paragraph 7.2 above.

This agreement was executed as a deed on the date of this agreement

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

Authorised Signatory:

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

Authorized Signatory:

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

Authorised Signatory:

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 HAVERING 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 REDBRIDGE 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:

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

Seal Register Number

# THE APPENDIX

## MEMORANDUM OF UNDERSTANDING

### JOINT COMMITTEE OF LOCAL LONDON

#### Introduction

1. The London Boroughs of Barking and Dagenham, Bexley, Enfield, Havering Newham, Redbridge, Waltham Forest and the Royal Borough of Greenwich (the Local London Members) have decided to establish a joint committee to discharge executive functions on behalf of the Local London Members in so far as they relate to joint activities or areas of common concern in relation to the Local London Partnership Programme.

2. This Memorandum of Understanding sets out the basis for operating the joint committee and associated activities as agreed between the Local London Members. 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 Local London Members.

#### 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 (dependent 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 Local London Members dated \_ \_ \_ \_ \_ 2016.

#### Inter Authority Agreement (IAA)

10. Under the terms of the IAA any variation must be agreed by each of the Local London Member Chief Executives and for the avoidance of doubt the Executive of each of the Local London Members will also specifically delegate responsibility for agreement of the revised IAA to their respective Chief Executives.

#### Employment of Staff

11. The IAA will designate Redbridge as Lead Borough for the employment and management of staff in the new LLPU. The Director of the LLPU will be responsible for day to day management/direction of the LLPU, reporting to the joint committee through the Chief Executive's Board (see 14 below).

#### Annual Budget

12. The IAA will designate Redbridge 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 Local London Members to the Annual Budget for consideration as part of each Local London Member's Annual Budget allocation process. Most of the budget will continue to be spent on staffing and accommodation for the LLPU. 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 Local London Members and grants/contributions secured from other sources.

#### Chief Executives' Board

13. The IAA will provide for regular meetings of the Local London Member Chief Executives meeting formally as the Chief Executives' Board.

#### Administration

14. Administrative support for the meetings of the Local London Member Chief Executive's Board and the joint committee will be provided by the London Borough of Redbridge on a Lead Borough basis and the Chief Executive of Redbridge will be formally designated as clerk to the joint committee with responsibility for the provision of administrative support.

#### Overview and Scrutiny

15. Decisions of the joint committee are subject to scrutiny and 'call in' by Local London Members. Each of the eight members 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 Local London Members.

16. 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

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

#### Functions

18. The executive functions discharged by the joint committee shall be as specified in the terms of reference attached as The Schedule to this memorandum. The joint committee does not have power to exercise non executive functions on behalf of Local London Members.

19. 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 growth and opportunities for devolution to the sub region.

## Membership and Chair

20. The Executive for each of the Local London Members will nominate one Member to the joint committee. Each member of the joint committee may nominate a substitute to attend the joint committee should their presence be absent. Substituted members will be afforded the same powers and voting rights as nominated joint committee members. 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 every two municipal years.

21. The joint committee will be responsible for electing a Chair and Vice Chair and it has been agreed by Local London Members that the intention of Local London Members is that the Chair of the joint committee should be the Mayor of Newham.

22. The Chair and Vice Chair of the joint committee will be elected for a two year term. After this period nominations will be sought from Local London Members to fill the two positions. Local London Members will be responsible for electing all future Chairs and Vice Chairs of the joint committee which will rotate between members.

## Agenda Management

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

23. 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 Local London Members.

24. 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.

25. Where a decision of the joint committee does not apply to all Local London Members, 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

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

27. 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

28. The joint committee may delegate specific functions to an officer of one of the Local London Members. 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 Local London Members 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

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

#### Commencement

30. The joint committee will be established when this Memorandum of Understanding and the terms of reference for the joint committee (attached as The Schedule) have been approved by the executives of each Local London Member.

## The Schedule

### JOINT COMMITTEE OF LOCAL LONDON TERMS OF REFERENCE

To act as a joint committee of the London Boroughs of Barking and Dagenham, Bexley, Enfield, Havering, Newham, Redbridge, Waltham Forest and the Royal Borough of Greenwich (the Local London Membership) to discharge executive functions that relate to joint activities in areas of growth and opportunities for devolution to the sub-region.

#### 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 growth and opportunities for devolution to the sub-region.

1. Strategic management and expenditure of the Annual Budget as defined by the Inter Authority Agreement made between Local London Members.
2. Strategic 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 Local London Members in addition to the annual budget.
3. Approval of an annual business plan.
4. To collaborate on and coordinate a range of activities and opportunities that arise through greater devolution of powers from central government.
5. Securing local benefits and sustainable growth for the geographical areas of Local London Members.
6. Securing the long-term benefits for the functions carried out and services provided by Local London Members collectively, individually or in partnership with others.
7. Strategic and operational coherence to the collaborative work of Local London Members in relation to securing local benefits.
8. 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.
9. Establishing and facilitating the implementation of a programme for Local London Members which ensures local benefit and sustainable long term growth.

Any other executive functions relating to joint activities or areas of common concern in relation to growth and opportunities for devolution to the sub-region 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 all Local London Members 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 all Local London Members may participate in work with other authorities outside of the Local London Partnership.

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:

Eight Members, one nominated by the Executive from each of the Local London Members for a maximum period not extending beyond any Member's remaining terms of office as a councillor.

3. Quorum:

See point 20 in The Appendix (the MOU for the Local London Joint Committee)

4. Chair:

See point 21 in The Appendix (the MOU for the Local London Joint Committee)

5. 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.

