

DATED _____ 2015

LONDON BOROUGH OF BARKING AND DAGENHAM

LONDON BOROUGH OF ENFIELD

LONDON BOROUGH OF HAVERING

LONDON BOROUGH OF NEWHAM

LONDON BOROUGH OF REDBRIDGE

LONDON BOROUGH OF WALTHAM FOREST

**INTER AUTHORITY AGREEMENT
IN RELATION TO FUNDING FOR NELSA**

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THIS AGREEMENT is made the

2015 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 Enfield, (Civic Centre, Silver Street, Enfield, EN1 3XA (“Enfield”)
3. The Mayor and Burgesses of the London Borough of Havering, Town Hall, Main Road, Romford RM1 3BB (“Havering”)
4. The Mayor and Burgesses of the London Borough of Newham, Town Hall, Barking Road, East Ham, London E6 2RP (“Newham”)
5. The Mayor and Burgesses of the London Borough of Redbridge, 128-142 High Road, Ilford IG1 1DD (“Redbridge”) and
6. The Mayor and Burgesses of the London Borough of Waltham Forest, Town Hall, Forest Road, Walthamstow, London E17 4JF (“Waltham Forest “)

(Hereinafter jointly referred to as “the Boroughs”)

BACKGROUND

- (a) The Parties to this Agreement are all members of the North East London Strategic Alliance (“NELSA”) a strategic partnership constituted at the political level for the purposes of a unified political consensus to formulate a clear vision for the improvement and development of the north east London region.
- (b) The key objectives of NELSA include the following; to conduct research and build consensus in order to effect change at a national level for the benefit of the north east London region, to act as champions and ambassadors for north east London and to influence key decision makers in order to achieve the relevant investment and funding for the enhancement of the area.
- (c) The Parties have established this partnership and group working model on the basis of the Partnership Protocol attached to this Agreement at Appendix One. NELSA is driven by the Leaders’ and Mayors’ of each Authority under the auspices of a Leaders’ and Mayors’ Board whose Terms of Reference are set out in Appendix B to the Partnership Protocol.
- (d) This Agreement has been set up as a legally binding arrangement between the Boroughs supplemental to the Partnership Protocol in order to ensure that the funding that is contributed by each of the Boroughs towards NELSA’s activities in accordance with Annex D of the Protocol is managed and expended in line with the terms of this Agreement.

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
Financial Year	Shall mean 1 April – 31 March
NELSA	Shall mean the strategic partnership established by the Boroughs in accordance with the Protocol attached as Appendix One 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
Leaders' and Mayors' / Leaders' and Mayors' Board	Shall mean the members of the Leaders' and Mayors' Board as constituted under the NELSA Partnership Protocol terms.
Partnership Protocol	Shall mean the Partnership Protocol for NELSA attached to this Agreement at Appendix One.
Task and Finish Group	Shall mean the groups set up by the Leaders' and Mayors' Board in accordance with the terms of the Partnership Protocol.
The Boroughs	Shall mean the London Boroughs of Barking & Dagenham, Enfield, Havering, Newham, Redbridge and

Waltham Forest.

The Parties Shall mean the Mayor and Burgesses of the London Boroughs of Barking & Dagenham, Enfield, Havering, Newham, Redbridge and Waltham Forest.

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 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 Boroughs has met the requirements of this Clause 3.2.

3.3 The general terms of the Partnership Protocol were considered and approved by the Cabinet of each of the six Boroughs on the dates specified in Appendix Two. The Leaders' and Mayors' for each of the Boroughs acting under delegated authority signed and agreed the Partnership Protocol on the dates specified in Appendix Two.

4. **COMMENCEMENT**

4.1 This Agreement shall commence from the date that the Partnership Protocol has been signed by all the Parties and shall continue until terminated in accordance with paragraph 10.1 or 10.4.

5. **OBJECTIVES**

5.1 The main purpose of establishing the arrangements set out in this Agreement is for the Boroughs to collaborate on and coordinate a range of activities and opportunities for the purposes of achieving the key objectives of NELSA, which include the following:

5.1.1 Research and building consensus around the needs and opportunities of the sub-region of north east London;

- 5.1.2 Raising the profile of north east London and making the strategic case for public and private sector investment;
 - 5.1.3 To work with existing partnerships and develop new partnerships on behalf of the region in order to facilitate the delivery of improved services for the residents of each of the Boroughs;
 - 5.1.4 To develop and implement a collaborative programme;
 - 5.1.5 Act as ambassadors for the area, influencing key decision-makers, the development of policy in London and co-ordinating relationships between north east London and regional and central Government
 - 5.1.6 Such other objectives as the 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 Key Objectives and may be amended and varied from time to time as agreed in accordance with paragraph 7.2 of this Agreement.

6. **THE LEADERS' AND MAYORS' BOARD**

- 6.1 The Leaders' and Mayors' Board as set up for the purpose of developing and managing the achievement of the Key Objectives shall be in control of and have charge of the Annual Contributions that each of the Boroughs must pay as their membership fees for joining NELSA.
- 6.2 The Leaders' and Mayors' Board shall be accountable to the Boroughs for the management of the Annual Contributions and shall on request provide reports to and/or arrange for the Chair (or other representative if required) to attend meetings of each or any of the six Boroughs including but not limited to their respective scrutiny commissions.

7. **POWERS**

- 7.1 The Leaders' and Mayors' 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 Leaders' and Mayors' Board which cannot be delivered directly by the Leaders' and Mayors' Board or which shall require contractual or other arrangements to be entered into to deliver the Key Objectives 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 relevant Task and Finish Group as set up and approved by the Leaders' and Mayors' Board.

- 7.2 Unless otherwise specified in the Agreement the procedure for agreement shall require the consensus of all Parties through the Leaders' and Mayors' Board of the Boroughs who shall reach agreement at the Leaders' and Mayors' Board in writing.
- 7.3 The Parties shall agree in accordance with the procedure for agreement in paragraph 7.2 what activities shall be undertaken, which of these activities 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 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 (such a programme to be agreed at Leaders' and Mayors' Board or at Task and Finish Groups.)
- 7.4.2 The initial activities to be undertaken would include the organisation and delivery of events, campaigns, the production of publications and the commissioning of expert advice and consultants to provide specific deliverables in order to achieve the Key Objectives of NELSA.
- 7.5 Additional activities to those set out in paragraph 7.4.1 and 7.4.2 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 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 should be undertaken by Enfield. For the purposes of paragraph 7.4.1 Enfield will be the lead borough and will be subject to the provisions contained in this Agreement and be responsible for the day to day management of the Annual Budget.
- 8.2.1 In discharging the Annual Budget as outlined in paragraph 7.4.1 it is agreed that the Lead Borough shall be Enfield.
- 8.3.1 In discharging the Annual Budget activity Enfield will adopt standard Local Government financial control practices and principles as shall apply from time to time.

- 8.3.2 For each Financial Year Enfield will produce an Annual Budget for agreement at Leaders' and Mayors' Board 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 Key Objectives and a cash flow statement.
- 8.3.3 Enfield will produce where practicable a statement of expenditure and income and financial commitments for every Leaders' and Mayors' Board which takes place quarterly or where not practicable at a minimum frequency of every six months from the commencement of this Agreement.
- 8.3.4 Enfield will reimburse agreed and approved items of expenditure as submitted in accordance with paragraph 8.5
- 8.5 Subject to the inclusion of sufficient funds in the Annual Budget Enfield 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 Leaders' and Mayors' Board (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 Enfield 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 Annex D of the Protocol until termination of the Protocol and this Agreement such payments to be made on or before the 30 April in each year until termination of the Protocol and 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 from April 2015 to March 2016. 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 In the event of any 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.

10. **TERMINATION AND DISSOLUTION**

10.1 This agreement shall terminate on the same date as the Partnership Protocol is terminated.

10.2 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 cost of terminating any formal arrangements entered into.

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

10.4 In the event of termination and further to the final account being drawn up and settled, any remaining balance in the Annual Budget shall be divided equally amongst the Parties who were party to the agreement at the time of such termination.

10.5 In the event of one or more of the Boroughs wishing to withdraw from this Agreement, but where the Leaders' and Mayors' Board effectively continues then the withdrawing Borough[s] agree that the Annual Contributions it has paid into NELSA will not be repayable to the withdrawing Borough and will remain in the Annual Budget to be expended as the remaining Boroughs agree upon in accordance with clause 7.2. This will include any costs of terminating formal agreements and costs that fall on the remaining Boroughs not able to be defrayed by other action.

10.6 Any Borough wishing to withdraw shall be required to give three months' notice of the withdrawal, such notice to be given on the same date as the withdrawing Borough gives notice of resignation from NELSA in accordance with the Partnership Protocol terms. Such notice period may only be reduced with the written agreement of all non-withdrawing Boroughs.

10.7 The withdrawing Party agrees that upon the date its written resignation notice is tendered it does not have share of any the assets accrued by NELSA, but it will have a share of any liabilities accumulated while it was a member of NELSA. The withdrawing Party therefore agrees to contribute towards any liabilities accrued during its time as a NELSA member in equal proportion to the remaining members. The withdrawing Party will not be responsible for any new liabilities incurred on and/or after the date of its written resignation notice.

11. **ENTIRE AGREEMENT**

- 11.1 This Agreement together with any appendices (except Appendix One) to it constitutes the entire agreement between the Parties with respect to the matters dealt with therein.
- 11.2 For the avoidance of doubt the terms of the Partnership Protocol and Appendix One thereto are not legally binding on the Parties as they operate to govern the informal working arrangements of NELSA only.

12. **NO PARTNERSHIP**

- 12.1 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 Boroughs shall have any authority to bind the others in any way save as permitted by this Agreement.

13. **INSURANCE**

- 13.1 During the term of the Agreement and for a period of 6 years thereafter (without prejudice to its obligations under the Agreement), the Parties shall:

13.1.1 Hold employers' liability insurance in the sum of not less than £10,000,000 (Ten Million pounds) per incident;

13.1.2 Hold insurance in respect of liability for death or bodily injury to any person, or loss of or damage to property or any other loss or damage arising out of the performance or attempted or purported performance or non-performance of the Agreement in a sum not less than £5,000,000 (Five Million pounds) per incident; and

13.1.3 Hold professional indemnity insurance not less than £1,000,000 (One Million pounds) per incident.

14 **INDEMNITIES**

14.1 The Parties hereto agree to indemnify the Lead Borough against any costs reasonably and properly incurred, losses, liabilities and proceedings which the Lead Borough 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 1.1 shall be met from the Annual Budget.

14.2 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.

- 14.3 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 other Boroughs obligations under this Agreement.

15. **WAIVER**

- 15.1 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.

16. **EXECUTION**

- 16.1 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.

17. **DISPUTE RESOLUTION**

- 17.1 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.

- 17.2 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 Leaders' and Mayors' Board place but if the dispute or difference remains unresolved then it may 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 any other dispute resolution as agreeable by the Parties or 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 by the Parties to this Agreement bearing their own costs or apportioned as

appropriate by the mediator/expert on the basis that resolution under this paragraph 18 was necessary.

- 17.3 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.

18. **NOTICES**

- 18.1 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.

19. **DATA PROTECTION**

- 19.1 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.
- 19.2 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).

- 19.3 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.

20. **FREEDOM OF INFORMATION**

- 20.1 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.

20.2 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.

20.3 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.

21. **SUCCESSORS BOUND**

21.1 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.

22. **ASSIGNMENT**

22.1 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.

23. **CONTINUING AGREEMENT**

23.1 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.

24. **GOOD FAITH**

24.1 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.

25. **SEVERABILITY**

25.1 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.

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

26.1 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.

27. **VARIATION**

27.1 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 LONDON BOROUGH OF BARKING AND DAGENHAM**
was hereunto affixed in the presence of:

Authorised 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 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 FORFEST** was hereunto
affixed in the presence of:

Authorised Signatory

APPENDIX ONE

PARTNERSHIP PROTOCOL FOR NORTH EAST LONDON STRATEGIC ALLIANCE

APPENDIX TWO:

APPROVALS:

The general terms of the Partnership Protocol were considered and approved at a meeting of the executive of each the six boroughs on the following dates:

London Borough of Barking and Dagenham:

London Borough of Enfield:

London Borough of Havering:

London Borough of Newham:

London Borough of Redbridge:

London Borough of Waltham Forest:

The Leaders' and Mayors' for each of the six boroughs acting under delegated authority signed and agreed this Protocol on the following dates:

Cllr Darren Rodwell
Leader – London Borough of Barking and Dagenham

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

Cllr Doug Taylor
Leader – London Borough of Enfield

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

Sir Robin Wales
Mayor – London Borough of Newham

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

Cllr Roger Ramsey
Leader – London Borough of Havering

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

Cllr Jas Athwal
Leader – London Borough of Redbridge

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

Cllr Chris Robbins
Leader – London Borough of Waltham Forest

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