

LONDON BOROUGH OF HACKNEY
LONDON BOROUGH OF GREENWICH
LONDON BOROUGH OF NEWHAM
LONDON BOROUGH OF TOWER HAMLETS
LONDON BOROUGH OF WALTHAM FOREST

FIVE BOROUGHES OLYMPIC PROGRAMME

INTER AUTHORITY AGREEMENT

THIS AGREEMENT is made the *19th March* 2010 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 London 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")

(hereinafter jointly referred to as "the Five 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 which shall be held in London in 2012.
- (b) The Parties are the Five London Boroughs which have joined together to develop and implement a coordinated Olympic programme (hereinafter referred to as the Five Borough Olympic Programme (FBOP)) which shall secure the desired local benefits and sustainable legacy for the geographical areas comprising the Five Boroughs.
- (c) The Parties wish to establish an Olympic Joint Borough Central Unit (OJBCU) which shall deliver the FBOP 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 and Cabinet model of executive functions set out in Section 11(2)(a) of the Local Government Act 2000

Financial Year
Shall mean 1 April – 31 March

Five Boroughs
Shall mean the London Boroughs of Hackney, Greenwich, Newham, Tower Hamlets and Waltham Forest

Five Borough Olympic Programme (FBOP)
Shall mean the programme agreed by the Parties to deliver sustainable benefits for the Parties in accordance with this Agreement

Initial Activities
Shall mean the activities identified in paragraph 7.4 by the Parties for delivery via this Agreement

Joint Committee
Shall mean the Joint Committee established by the Five 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
Olympic Joint Borough Central Unit (OJBCU)	Shall mean the staff required to deliver the FBOP as shall be agreed by the Parties
The 2012 Games	Shall have the same meaning as the Olympic and Paralympic Games
The Parties	Shall mean the Mayor and Burgesses of the London Boroughs of Hackney, Greenwich, Newham, Tower Hamlets 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 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 2 of the Local Government Act 2000 (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 Five 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 Five Boroughs on the dates specified in Appendix A. The Chief Executive for each of the Five 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 31 December 2014 unless earlier 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 Five Boroughs to collaborate on and coordinate a range of activities and issues that arise as a result of the Olympic and Paralympic Games which shall be held in London in 2012 for the purposes of:
- 5.1.1 Securing local benefits and sustainable legacy for the geographical areas of the Five Boroughs.
 - 5.1.2 Securing the long-term benefits for the functions carried out and services provided by the Five 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 Five Boroughs in relation to the 2012 Games.
 - 5.1.4 Establishing and facilitating the implementation of an Olympics development programme for the Five Boroughs which ensures local benefit and sustainable legacy.
 - 5.1.5 Pooling and sharing costs arising out of this Agreement equally amongst the Five Boroughs in order for a collaborative programme to be developed and implemented and
 - 5.1.6 Such other objectives as the Five 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 Five Borough Olympic Programme (FBOP) and may be amended and varied from time to time as agreed in accordance with paragraph 7.2 of this Agreement.

6. **JOINT BOROUGH UNIT**

- 6.1 The Parties shall establish an Olympics Joint Borough Central Unit the purpose of which shall be to develop and manage the FBOP.
- 6.2 The OJBCU shall be accountable to the Five Boroughs for the FBOP and shall on request provide reports to and/or attend meetings of each or any of the Five Boroughs including but not limited to their respective scrutiny commissions.

7. POWERS

- 7.1 The OJBCU 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 OJBCU which cannot be delivered directly by the OJBCU or which shall require contractual or other arrangements to be entered into to deliver the FBOP 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 Five 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 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 OJBCU 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 OJBCU 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 Executive 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 an Executive Director to lead and manage the OJBCU.
- 7.4.4 To line manage the Executive Director and staff and advisers who shall make up the OJBCU.

- 7.5 Subsequent to the Five Boroughs entering into the Inter Authority Agreement on 31 October 2006, the Parties determined to establish the Joint Committee in accordance with and for the purposes set out in the MOU attached at Appendix A to this Agreement.
- 7.6 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 Five 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 2 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, redundancy 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 borough to this Agreement 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 FBOP 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 Tower Hamlets will be the Lead Borough for the purposes of paragraph 7.4.3 (recruitment of the Executive Director to the OJBCU). The appointment shall be by way of the process set out in paragraph 8.4.1 below.
- 8.4.1 Tower Hamlets will act as client for the recruitment process for the Executive Director to the OJBCU and secure the appointment to Hackney on such terms and conditions as are agreed by a majority of the Parties. The selection process shall be in accordance with Hackney's procedures. The other Parties to this Agreement shall be entitled to provide advisers or observers to the selection process as are agreed by Hackney.
- 8.4.2 Tower Hamlets will submit a statement of costs for the activity required by paragraph 7.4.3 with supporting receipts and documents for reimbursements in accordance with the procedure for reimbursing Lead Borough activity as set out in paragraph 8.5 below.

- 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 2 of the Five 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 Authorities 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 starting 2007 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 31 March 2007. 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 Five 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 the 31 December 2014 or on such other 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 Five Boroughs.
- 11.4 In the event of one or more of the Five Boroughs wishing to withdraw from this Agreement, but where the FBOP 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 August 2006 between the Parties in relation to such matters.
- 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 Five Boroughs shall have any authority to bind the others in any way save as permitted by this Agreement.

14. **INSURANCE**

14.1 The Lead Boroughs 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 Five 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 Five Boroughs and the OBJCU on insurance and related matters insomuch 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 14.1 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 Five 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 Five 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 Five 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 Five 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 there 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 LONDON
BOROUGH OF GREENWICH was
hereunto affixed in the presence of:

H Joseph

~~Authorised Signatory:~~ *Principal Lawyer.*

000468.

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

Warramonte

Authorised Signatory:



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

Authorised Signatory:

Mark Lee



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

Authorised Signatory:

Abella Brown

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

Authorised Signatory:

Abella
HEAD OF COMMERCIAL LAW FOR
DIRECTOR OF GOVERNANCE & LAW

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APPENDIX A

MEMORANDUM OF UNDERSTANDING

Five Host Boroughs London 2012 Olympic and Paralympic Programme

Introduction

1. The London Boroughs of Greenwich, Hackney, Newham, Tower Hamlets and Waltham Forest (the five boroughs) have decided to establish a joint committee to discharge executive functions on behalf of the five boroughs in so far as they relate to joint activities or areas of common concern in relation to the 2012 Olympic and Paralympic Games.

2. This Memorandum of Understanding sets out the basis for operating the joint committee and associated activities as agreed between the five 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 five 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 2000, issued under section 20 of the Local Government Act 2000. The relevant Regulations provide:

a) Regulation 11 (2A) - 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 11 (3A) – the decision on appointment to a joint committee should be taken by either the elected mayor, the council manager, 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(1) - where the executive is responsible for deciding on the appointment of Members to a joint committee, an executive Member must be appointed to the joint committee and the political balance requirements do not apply.

d) Regulation 12 - (1A(a)) 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.

7. A joint committee is subject to overview and scrutiny requirements under section 21(2)(a) 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 21(3) of the Local Government Act 2000 which provides that the above power of an overview and scrutiny committee under section 21(2)(a) 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. However, the requirement to publish a forward plan and the provisions relating to key decisions and special urgency contained in the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 do not apply to the operation of a joint committee.

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 five boroughs dated 31 August 2006.

Inter Authority Agreement (IAA)

10. The existing IAA excludes the operation of a joint committee and its terms will therefore be amended to remove that exclusion and also to give effect to other matters covered by this Memorandum of Understanding.

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

Employment of Staff

12. The IAA currently designates the London Borough of Hackney as lead borough for the employment and management of staff in the Olympics Joint Borough Central Unit (OJBCU - the five host boroughs unit)). This arrangement will continue and the Executive Director of the OJBCU will be responsible for day to day management/direction of the OJBCU, reporting to the joint committee through the Chief Executive's Board (see 14 below).

Annual Budget

13. The IAA currently designates the London Borough of Hackney as lead borough for discharging the annual budget. This arrangement will continue 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 five boroughs to the annual budget for consideration as part of each of the five boroughs annual budget allocation process. Most of the budget will continue to be spent on staffing and accommodation for the five host boroughs 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 5 host boroughs and grants/contributions secured from other sources such as the ODA and LETF.

Five Borough Meetings

14. The IAA currently provides for regular meetings of the five borough Chief Executives and the five borough Leaders and elected Mayors. When the joint committee is established the latter will cease but the Chief Executives will continue to meet as at present as the Chief Executives' Board.

Administration

15. Administrative support for the meetings of the five borough Chief Executives and the five borough Leaders and elected Mayors is presently being provided by the OJBCU. When the joint committee is established, administrative support for 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 will be subject to scrutiny and 'call in' by the five boroughs. It has not been possible to identify a statutory power enabling the establishment of a joint overview & scrutiny committee (save for matters relating to health). Each of the five boroughs will establish overview and scrutiny arrangements for the joint committee (and any sub-committee(s)) to be agreed by their respective Overview & Scrutiny Committee or Council as appropriate to include uniform time limits for the 'call in' process in each of the five 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.

Constitution

18. Once established the joint committee will adopt a constitution to cover matters such as rules of procedure for meetings, public access to information (including arrangements for the publication of key decisions) and the scrutiny process agreed by the five boroughs.

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 five 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 the 2012 Olympic and Paralympic Games, including negotiation and agreement of any Strategic Regeneration Framework and Multi Area Agreement(s).

21. Prior to the adoption of financial procedure rules alongside the proposed constitution, the joint committee will need to take spending decisions in accordance within the financial arrangements set out in the IAA. In effect, spending will be limited to the annual budget funding provided by the five boroughs and grants/contributions secured from other sources such as the ODA and LETF. Financial reporting will be reviewed and revised to reflect joint committee arrangements.

Membership and Chair

22. The Executive for each of the five 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, so that in the first instance nominations may not extend beyond the end of the current municipal year.

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

Agenda Management

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

25. All prospective items of business for the joint committee or any sub-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 or sub-committee meeting with the agreement of each of the five borough Chief Executives.

26. Where an item of business has been included in the agenda for a joint committee or a sub-committee meeting in accordance with paragraph 25 above but it appears to the Chair of the joint committee or sub-committee (as appropriate) 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.

27. Where a decision of the joint committee does not apply to all five 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.

28. The joint committee is not subject to the legal requirement to publish a forward plan. Nevertheless the joint committee and any sub-committee established by it will receive a report setting out the work programme for the committee/sub-committee at least annually.

Quorum and Voting

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

30. 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).

Sub-Committees

31. The joint committee will be able to establish decision making sub-committees to discharge specific functions.

32. Any sub-committee established by the joint committee will comprise one Member from each borough

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

Delegation to Officers

33. The joint committee or any sub-committee established by it may delegate specific functions to an officer of one of the five 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 or sub-committee (as appropriate) before exercising their delegated authority.

Partner and Stakeholder Representation

34. Partners and stakeholders will be invited to send observers to meetings of the joint committee (and any sub-committees) as appropriate.

Commencement

35. 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 five boroughs.

Appendix One

JOINT COMMITTEE TERMS OF REFERENCE

To act as a joint committee of the London Boroughs of Greenwich, Hackney, Newham, Tower Hamlets and Waltham Forest (the five boroughs) for joint collaboration in relation to the Olympic and Paralympic Games in 2012.

1. Functions:

To discharge on behalf of the five boroughs the executive functions listed below in so far as they relate to joint activities or areas of common concern in relation to the 2012 Olympic and Paralympic Games:

1. Management and expenditure of the annual budget as defined by the Inter Authority Agreement made between the five boroughs dated 31 August 2006
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 five boroughs in addition to the annual budget.
3. Approval of an annual business plan.
4. Development, negotiation and agreement of any Strategic Regeneration Framework and Multi Area Agreement(s).
5. Development, negotiation and implementation of joint regeneration policies and programmes.
6. Development, negotiation and agreement of a joint approach to post Olympic legacy, including promotion of the five boroughs as a sub region.
7. Development, negotiation and implementation of joint legacy strategies.
8. Development, negotiation and implementation of joint arrangements in relation to bidding for, accepting and distributing external funding.
9. Development, negotiation and implementation of joint publicity and a joint communications strategy.
10. Development, negotiation and implementation of joint cultural event programmes and policies.
11. Development, negotiation and implementation of joint economic development and employment programmes and policies.
12. Review of the operation and effectiveness of the Joint Local Authority Building Control (JLAB) agreements for the Olympic Park. and Olympic venues in the five host boroughs.
13. Review of the operation and effectiveness of the Joint Local Authority Regulatory Services (JLARS) agreements in respect of the Olympic Park and Olympic venues in the host boroughs, covering environmental health (food safety & standards, health & safety enforcement, pest & pollution control and public health), highways and

traffic management, street naming and numbering, licencing, safety at sports grounds, street scene enforcement, parking, and waste management.

14. Development, negotiation and implementation of joint policies for tourism and the business travel economy.
15. Development, negotiation and implementation of joint policies to maximise educational opportunities.
16. Development, negotiation and implementation of joint sports development policies.

Any other executive functions relating to joint activities or areas of common concern in relation to the 2012 Olympic and Paralympic Games 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.

For the avoidance of doubt, where a decision of the joint committee does not apply to all five 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.

2. Membership:

Ten Members, comprising two Members nominated by the Executive from each of the five 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 five 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.

5. Sub-Committees:

The joint committee may establish such sub-committees to discharge any, some or all of the functions listed in paragraph 1 above and/or for such other purposes as the joint committee determines appropriate. Any sub-committee so established shall comprise one Member from each of the five boroughs, who shall each have one vote and all questions coming or arising before a sub-committee shall be decided by a majority of the members of the sub-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 five boroughs on the following dates:

London Borough of Greenwich:

London Borough of Hackney: 22 June 2009

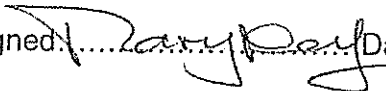
London Borough of Newham:

London Borough of Tower Hamlets:


London Borough of Waltham Forest:

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


Mary Ney
Chief Executive – London Borough of Greenwich

Signed  Date 21/8/09


Tim Shields
Chief Executive – London Borough of Hackney

Signed  Date 15/7/09

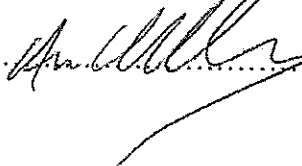
Joe Duckworth
Chief Executive – London Borough of Newham

Signed  Date 13/8/09

Kevan Collins
Interim Chief Executive – London Borough of Tower Hamlets

Signed  Date 15/9/09

Andrew Kilburn
Chief Executive – London Borough of Waltham Forest

Signed  Date 2/9/09