

RECORD OF EXECUTIVE DECISION TAKEN BY AN EXECUTIVE MEMBER

This form **MUST** be used to record any decision taken by the Elected Mayor or an individual Executive Member (Portfolio Holder).

The form must be completed and passed to the Chief Officer Legal and Democratic Services no later than NOON on the second working day after the day on which the decision is taken. No action may be taken to implement the decision(s) recorded on this form until 7 days have passed and the Chief Officer Legal and Democratic Services has confirmed the decision has not been called in.

1. Description of decision

- (i) Approves entering into an agreement with West Northamptonshire Council in relation to the delivery of the inherited services, the funding, and the liabilities with the intention that there will no cost to this Council.
- (ii) Agrees that as part of the Central Area Growth Board the Council will retain responsibility for the strategic direction of the former LEP responsibilities, including the growth hub, careers hub, strategic economic planning and any future specific government future programmes directed through the host authority, but that the Council will delegate to West Northants responsibility for delivering these functions and programmes.
- (iii) Requires WNC to undertake a 6-month review of the LEP responsibilities.
- (iv) Delegates authority to the Chief Executive in consultation with the Deputy Mayor, to support the integration of the LEP functions, including finalising the joint agreement with the other local authorities.
- (v) Thanks the SEMLEP Chief Executive and her team for the work to lead and deliver LEP functions.

2. Date of decision

14th March 2024

3. Reasons for decision

- To secure the transfer of LEP functions from the current external company structure of SEMLEP into local authority management in accordance with government guidance issued in August and December 2023
- To ensure the appropriate integration of these functions into local democratic institutions across a functional economic geographical area

4. Alternatives considered and rejected

The following options were considered and rejected:

- (i) Bedford Borough Council bidding to act as the Host Authority - This was rejected as there is not capacity for the Council to take on this wider role.
- (ii) Not to agree West Northamptonshire in the Host Authority role - This was rejected as the proposal developed by West Northamptonshire was robust.
- (iii) Not to sign up to the Agreement - This was rejected to ensure that Bedford Borough Council can influence the legacy work of the LEP.

5. How decision is to be funded

There are no costs related to this decision.

6. Conflicts of interest

Name of all Executive members who were consulted AND declared a conflict of interest.	Nature of interest	Did Standards Committee give a dispensation for that conflict of interest? (If yes, give details and date of dispensation)	Did the Chief Executive give a dispensation for that conflict of interest? (If yes, give details and the date of the dispensation).

The Mayor has been consulted on this decision



Signed 

Date 14/3/2024

Name of Decision Taker 

This is a public document. A copy of it must be given to the Chief Officer Legal and Democratic Services as soon as it is completed.

Date decision published:14March2024.....

Date decision can be implemented if not called in:26March2024.....

(Decision to be made exempt from call in..... NO.....)

Bedford Borough Council – The Mayor

Date of Decision: 14 March 2024

Report by: Deputy Mayor and the Chief Executive

Subject: Agreement for West Northamptonshire Council to act as the host authority for South-East Midlands Local Enterprise Functions from 1st April 2024.

1. EXECUTIVE SUMMARY

- 1.1 This report outlines the proposal for West Northamptonshire Council (WNC) to take on the role of host authority for the functions of the South-East Midlands Local Enterprise Partnership (SEMLEP), from April 2024 on behalf of the six local authorities in the South-East Midlands. This follows the Government's decision in August 2023 to integrate LEP functions within local democratic institutions. The report provides the information required to confirm the role of WNC as host authority and accountable body.

2. RECOMMENDATIONS

It is recommended that the Mayor:

- (i) Approves entering into an agreement with West Northamptonshire Council in relation to the delivery of the inherited services, the funding, and the liabilities with the intention that there will no cost to this Council.**
- (ii) Agrees that as part of the Central Area Growth Board the Council will retain responsibility for the strategic direction of the former LEP responsibilities, including the growth hub, careers hub, strategic economic planning and any future specific government future programmes directed through the host authority, but that the Council will delegate to West Northants responsibility for delivering these functions and programmes.**
- (iii) Requires WNC to undertake a 6-month review of the LEP responsibilities.**
- (iv) Delegates authority to the Chief Executive in consultation with the Deputy Mayor, to support the integration of the LEP functions, including finalising the joint agreement with the other local authorities.**
- (v) Thanks the SEMLEP Chief Executive and her team for the work to lead and deliver LEP functions.**

3. REASONS FOR RECOMMENDATIONS

- To secure the transfer of LEP functions from the current external company structure of SEMLEP into local authority management in accordance with government guidance issued in August and December 2023
- To ensure the appropriate integration of these functions into local democratic institutions across a functional economic geographical area

4. THE CURRENT POSITION

- 4.1 SEMLEP has been involved in a number of projects in the Borough over the years including the delivery of programmes and involvement in initiatives such as the Town Deal Board. The Government has taken a decision to withdraw core funding from Local Enterprise Partnerships from April 2024. Guidance was subsequently issued relating to the integration of the functions of LEPs into local democratic institutions. SEMLEP will be wound up from the 31st of March 2024.

5. DETAILS

- 5.1 The six local authorities within the SEMLEP area (Bedford Borough, Central Bedfordshire, Luton, Milton Keynes, North Northamptonshire, and West Northamptonshire) have endorsed a proposal for West Northamptonshire Council (WNC) to become host authority and accountable body for the Local Enterprise Partnership (LEP) functions from 1 April 2024.
- 5.2 The existing Central Area Growth Board (CAGB), which comprises of the six local authority leaders has provided the governance structure for discussion and decision making relating to future delivery of the LEP functions. In October 2023, the Central Area Growth Board recommended that WNC should take on the role of host authority and accountable body. Councillor Weir the Deputy Mayor sits on the CAGB on behalf of the Council.
- 5.3 It is proposed that the CAGB, for which Milton Keynes City Council provide the secretariat function, will continue to exist and that CAGB will be the decision-making body for the six Councils, however this will require a review of its existing terms of reference and a formalisation of its structure to satisfy governance requirements. Executive will need to consider a revised terms of reference for CAGB when these have been agreed.
- 5.4 A fundamental principle for all six local authorities for the future delivery of the LEP functions is that the service must be financially sustainable. A financial envelope of £1,875,988 has been agreed as a budget for 2024/2025 which allows for the transfer of Strategic Economic Planning, Growth Hub, and Careers Hub, together with support roles. This budget draws on £495,000 of approved LEP reserves. The agreement to the use of reserves in year one is subject to a requirement for further review after 6 months. The review will be considered by CAGB with a view to reducing the use of reserves and finding a sustainable funding model for the service functions and a budget for 2025/2026.

- 5.5 WNC Cabinet accepted a recommendation to progress the integration of LEP functions and take on the role of host authority and accountable body on 13th February 2024.
- 5.6 To progress the transition of LEP functions, WNC require an inter authority agreement with all five partner local authorities. The purpose of the agreement will be to confirm governance arrangements and to delegate to WNC general powers to deliver LEP functions across the area. Specific matters will include the delivery of the inherited functions and managing the funding and the liabilities. This will be with the intention that there will no cost to any Council. Proposed draft heads of terms for the agreement are included as Appendix A.
- 5.7 It continues to be important to the Council that it participates in wider strategic economic planning issues with local authorities in the patch. There are also a number of sector groups which SEMLEP supports and the future of these is also being discussed.

6. ALTERNATIVES CONSIDERED AND REJECTED

6.1 The following options were considered and rejected:

- (i) Bedford Borough Council bidding to act as the Host Authority - This was rejected as there is not capacity for the Council to take on this wider role.
- (ii) Not to agree West Northamptonshire in the Host Authority role - This was rejected as the proposal developed by West Northamptonshire was robust.
- (iii) Not to sign up to the Agreement - This was rejected to ensure that Bedford Borough Council can influence the legacy work of the LEP.

7. KEY IMPLICATIONS

7.1 Legal Issues	<p>The Council's legal team has considered the draft legal agreement.</p> <p>There will need to be a further report to Executive should there be any changes to the governance arrangements for the Central Area Growth Board governance arrangements. No changes are proposed at present.</p>
7.2 Policy Issues	<p>It is important that there continues to be a strategic economic plan for the former SEMLEP area to provide a voice for the wider area. This approach to continues to provide this.</p> <p>There is currently no certainty on any future Governments position on strategic economic planning.</p>

7.3 Resource Issues	<p>The assets, rights, loans, and liabilities of SEMLEP (relating to the functions of the Growth Hub, Careers Hub, and Strategic planning) will transfer on 1st April 2024 to West Northamptonshire Council.</p> <p>The relevant staff of the LEP will transfer in accordance with TUPE regulations to WNC and WNC will be responsible for any liabilities in relation to staff from the former LEP.</p> <p>There is a saving as the Council will no longer contribute to SEMLEP.</p>
7.4 Risks	<p>There are reserves transferring to WNC which should cover liabilities. WNC will want to have an agreement around unforeseen liabilities which cannot be met from the existing reserves, government funding or the insurance arrangements of the LEP. However, it is considered unlikely that this would occur as any issues will be identified at the 6-month review point which has already been agreed.</p> <p>The longer-term approach to strategic economic planning and future funding for initiatives such as the Growth Hub and the Careers Hub is not yet known. This risk will be managed by the CAGB.</p>
7.5 Environmental Implications	<p>There are no environmental implications of this report.</p>
7.6 Equalities Impact	<p>The most significant equalities impact of this report relates to the TUPE transfer of staff which are being managed by WNC.</p>
7.7 Impact on Families	<p>There are no impacts on families of this report.</p>
7.8 Community Safety and Resilience	<p>There are no community safety and resilience impacts of this report.</p>
7.9 Impact on Health and Wellbeing	<p>Key health and wellbeing matters relate to the TUPE transfer of staff from SEMLEP to WNC. WNC are managing this.</p>

8. SUMMARY OF CONSULTATIONS AND OUTCOME

8.1 The following Council units or Officers and/or other organisations have been consulted in preparing this report:

Deputy Mayor
Monitoring Officer
Chief Finance Officer
Manager for Economic Development
West Northamptonshire Council

9. WARD COUNCILLOR VIEWS

9.1 Not Applicable

10. CONTACTS AND REFERENCES

Report Contact Officer	Laura Church, Chief Executive
File Reference	None
Previous Relevant Minutes	None
Background Papers	<p>4th August – Government guidance on LEP integration</p> <p>Guidance for Local Enterprise Partnerships (LEPs) and local and combined authorities: integration of LEP functions into local democratic institutions - GOV.UK (www.gov.uk)</p> <p>19th October Central Area Growth Board update on LEP functions – Future of Regional Working and the Local Enterprise Partnership.pdf (moderngov.co.uk)</p> <p>12th December CAGB update on the business engagement element of LEP functions – Update on Business Engagement.pdf (moderngov.co.uk)</p> <p>12th December CAGB update on LEP functions – Update on Future of LEP Functions.pdf (moderngov.co.uk)</p> <p>19th December – Government guidance on LEP integration – Guidance for local authorities delivering business representation and local economic planning functions - GOV.UK (www.gov.uk)</p> <p>https://westnorthants.moderngov.co.uk/documents/s16425/Hosting%20the%20functions%20of%20the%20South%20East%20Midlands%20Local%20Enterprise%20Partnership.pdf</p>
Appendices	Draft Memorandum of Understanding

INTER AUTHORITY AGREEMENT RE SEMLEP – HEADS OF TERMS DATED [] 2024

1. Background

The six Local Authorities within the SEMLEP area (as stated in paragraph 4 below) have endorsed a proposal for West Northamptonshire Council (WNC) to become host authority and accountable body for the South-East Midlands Local Enterprise Partnership (Limited's functions ("SEMLEP") from 1 April 2024. This follows the Government's decision to withdraw core funding from LEPs issued in August 2023 with guidance subsequently issued by the Department for Levelling Up, Housing and Communities ("DLUHC") on 10 December 2023 relating to the integration of the functions of LEPs into local "First Tier" democratic institutions. These Heads of Terms are intended to be superseded by a more detailed Inter Authority Agreement in due course.

2. Legal Powers

The legal basis is pursuant to the powers of Local Authorities to act for the benefit of their areas under Section 1(4) of the Localism Act 2011 and otherwise and to appoint committees under Section 102 of the Local Government Act 1972

3. Decision Making/Governance

All of the parties shall commit to work constructively to support the ongoing operation of previous SEMLEP activities and its strategic economic planning function, and to act openly and in good faith to support their ongoing success, and shall not take part in any activities which might undermine them.

A Joint Committee, hosted by Milton Keynes Council on behalf of the parties shall meet on a [regular] basis to discuss the proposals behind the in principle agreement for WNC to take over hosting the functions of SEMLEP and shall replace the current Central Area Growth Board.

It is proposed that in future a Joint Committee will be set up to take decisions under Section 101 of the Local Government Act 1972.

The parties will agree detailed terms of reference for the ongoing work of CAGB / any future Joint Committee.

WNC will act in accordance with the decisions of CAGB (initially) and thereafter by a Joint Committee, provided always that funding of any resultant cost increases or any actions which may result in losses or other liabilities, shall only be agreed with the explicit agreement of WNC as Accountable Body. In the event that the Joint Committee is unable to reach a decision, WNC shall be authorised (acting reasonably) to make decisions in order to satisfy its position as Accountable body and to inform the budgetary position.

Individual Local Authorities will be responsible for taking the necessary executive decisions to enter into these Heads of Terms and any subsequent Agreement(s).

4. **Parties**

The parties comprise:

- West Northamptonshire Council;
- North Northamptonshire Council;
- Milton Keynes City Council;
- Central Bedfordshire Council;
- Luton Borough Council; and
- Bedford Borough Council.

5. **Commencement**

These Heads of Terms will commence (subject to preparatory activities) on 1 April 2024 and will continue thereafter until or unless determined by the parties as agreed.

6. **Scope**

These Heads of Terms relate to the SEMLEP functions which transfer to WNC comprising the delivery of the Growth Hub, Careers Hub and the Strategic Economic Planning function, as further described in Schedule 1 below across the areas of the Local Authorities areas of the parties named at paragraph 4 above.

7. **Principal and Aims**

To ensure that the functions continue to be operated for the benefit of the whole area covered by the six Local Authorities.

As far as possible to ensure that the functions are carried out in the most cost-effective way.

To deliver the functions in accordance with the KPIs set out in the Funding Agreements for each of the services currently entered into between SEMLEP and the relevant party(ies), and any KPIs agreed between the six Local Authorities via the CAGB / any Joint Committee.

To provide regular reporting back to the other Local Authorities through the reporting mechanisms established by the CAGB / any Joint Committee when established.

All parties shall support WNC in a review of SEMLEP functions as described in paragraph 3 above during the first 6 months of the date of these Heads of Terms to inform a budget position for 2025/26. Subsequent reviews shall be determined by the parties via agreement within CAGB or its successor governance arrangement.

8. Termination and Exit Strategy

The Heads of Terms between the parties shall continue with respect to all parties until any party gives not less than 6 months' notice in writing to all of the other parties of its intention to terminate being subject to it or may otherwise be terminated in whole by the written agreement of all parties

In the event of termination, the party giving notice shall contribute an agreed proportion of the ongoing liabilities to which WNC or any of the other parties will be liable for over the period from termination (including redundancy costs and the termination of any contracts) until the end of the relevant financial year, based on the following proportions and the anticipated transfer of funds on 1 April 2024: []

For the avoidance of doubt, the terminating party shall not be entitled to a share of any financial reserves transferred to WNC from SEMLEP on withdrawal, without prejudice to the final position as provided for in paragraph 11 below.

9. Staffing Arrangements

Transfer of staff in accordance with TUPE.

Staff will be transferred from SEMLEP and employed by WNC from 1 April 2024 in accordance with their pay and grading structure, subject to TUPE and all accrued rights, including with regard to employee consultation. Redundancy, where required, will be carried out under WNC's redundancy policies and any other policies.

10. Pensions

Staff will be entitled to join the LGPS Northamptonshire Pensions Scheme with WNC as scheme employer.

11. Funding/Costs

In respect of funding transferred and received at 1 April 2024 and all future funding awarded for the purpose of delivering the functions determined by the Government, WNC are the accountable body. Luton Borough Council remain the legacy accountable body in respect of the SEMLEP closure in respect of historic liabilities, including [] and shall transfer only such responsibilities as defined in [Schedule [1] to WNC.

WNC will utilise Government funding, any existing project funding, and reserves to create a stronger year one position, to include up to £495,000 in 24/25 to support the delivery of the Strategic Economic function, Growth Hub and Careers Hub functions as set out in Government guidance.

The other parties will support WNC in completing a review and potential restructure of services during 2024/25 to reduce or remove the use of reserves from budget setting in future years.

WNC will hold a sum of £2.5 million from the SEMLEP GPF contingency and any remaining general reserves from SEMLEP transferred at closure for the specific purpose of providing support for previous LEP functions. This could include:

- to meet a shortfall in Government funding for future years and for closure costs, including redundancy and pension strain costs should any part of historic LEP functions need to be wound up at a point in the future; and ,
- with the objective of minimum of £1 million always remaining in the fund for the purpose of being available to fund closure of the services (to include redundancy / pension strain, legal and administrative costs).

WNC will account to the other parties for all expenditure from such contingency monies and seek to hold them in a separate account.

In the event of identified reserves relating to SEMLEP liabilities transferred to WNC at 1 April 2024 being insufficient to meet the costs of ending the operation of functions, or being required to support ongoing functions previously carried out by SEMLEP, each Local Authority undertakes to contribute a share of such liabilities as set out in paragraph 8 above to meet any financial shortfall suffered by WNC.

In the event of identified reserves and other grant funding remaining at the end of the operation of previous LEP functions, unless prevented by Government guidance at this time, the six Local Authorities, through the anticipated Joint Committee arrangement, will agree a mechanism for the redistribution to the six Local Authorities of the remaining funding, deducting all costs incurred by WNC associated with the termination of services, functions, consequent staff redundancy costs, pension strain and contractual liabilities in line with the percentage share for each Authority indicated in Clause 8 above.

12. **Assets**

WNC and Luton Borough Council will enter into Transfer Agreements in due course (following the forms recently circulated) with SEMLEP related to the transfer of assets, current contracts of SEMLEP and liabilities, and will share the content of any such Agreement with the other parties. A process to notify third parties of contract assignments or novation will be agreed.

13. **Insurance**

Nothing in these Heads of Terms shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of any obligation as to title or quiet possession implied by statute; or
- (d) for any other act, omission, or liability which may not be limited or excluded by law,

and WNC will be responsible for insuring its activities within these Heads of Terms.

14. **Indemnity**

Each party shall indemnify the others in full in terms of any liability of the other parties arising from their negligence, breach of contract or other third party liability.

15. **Dispute Resolution**

The parties will agree a mechanism to escalate treatment of any dispute to Chief Executive level and thereafter by an approved process of third party mediation.

16. **Data Protection/Freedom of Information**

Any data transferring between the parties will be handled in accordance with GDPR obligations and all required protections put in place. The content of any FOI/EIR applications related to the subject of these Heads of Terms received by any party shall be shared between the parties, and any disclosure approved by WNC as accountable body.

17. **Confidentiality**

The parties will seek to maintain all necessary commercial confidentiality, particularly with regard to commercial third parties with whom the parties deal, and shall seek to ensure that their officers and members respect such obligation.

18. **Copyright and Intellectual Property**

All IP rights of others will be fully respected by all parties.

19. **Variation**

No variation of these Heads of Terms shall be effective, unless it is in writing and signed all of the Parties (or their authorised representatives).

20. **Waiver**

A waiver of any right or remedy under these Heads of Terms or by law is only effective if given in writing, and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Agreement Heads of Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Heads of Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. **Third Parties**

It is agreed for the purposes of the Contract (Rights of Third Parties) Act 1999 that these Heads of Terms is not intended to and does not give to any person who is not a party to these Heads of Terms any rights to enforce any provisions contained within them.

22. **Governing Law and Jurisdiction**

These Heads of Terms shall be governed by and construed in accordance with the laws of England and Wales.

23. **Force Majeure**

No Party shall be in breach of these Heads of Terms, nor liable for delay in performing, or failure to perform any of its obligations under them, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for two months, the parties shall refer the matter via the Dispute Resolution process set out at paragraph 15 above.

24. **Severability**

If any provision or part-provision of these Heads of Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Heads of Terms. If any provision or part-provision of them is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

SCHEDULE 1

Growth Hubs

Growth Hubs are designed to:

- Promote the advantages of seeking business support.
- Simplify the process of accessing support for businesses by connecting businesses to support available in a local area.
- Improve co-ordination of local business support services in line with local and national economic policy goals.
- Fill any gaps in support services with bespoke offering where needed.

Growth Hubs primarily provide a 'front window' for businesses, bringing together agencies and organisations that provide business support, playing a brokerage, support and facilitator role. The principles of funding require Growth Hub services to be free of charge, impartial, and to make services available through a range of channels, including working alongside the national business support helpline and providing face-to-face support where feasible.

The SEMLEP Growth Hub launched in 2014 and provides the following functions:

- Business advice and support including events
- Business grants (currently until March 25)
- Business engagement / partnership working
- Acting as a central point to refer to other business support (e.g. resource hub)
- Business support helpline
- Additional funded project activity (e.g. UKSPF activity)

Careers Hub

The South-East Midlands Careers Hub is part of a national network of centres of excellence on a mission to improve the careers outcomes for young people. The Careers Hub is funded by the Department for Education via the Careers & Enterprise Company

The Careers Hub connects together local employers with careers leaders in schools, colleges and training providers to coordinate careers education and enhance each student's early experiences of the work place. The South-East Midlands Careers Hub aims to supports around 150 schools, and multiple colleges and providers across Bedfordshire and Luton, Milton Keynes and Northamptonshire.

Careers Hub supported programmes bring partners together, to act with the shared aims of inspiring young people, and giving students the knowledge and practical skills to make decisions about their next step

Five priorities areas for the South-East Midlands Careers Hub are:

- Connecting careers provision in schools and colleges to the needs of the local economy
- Targeting interventions for economically disadvantaged young people, those who face additional barriers and those at risk of leaving school and not continuing training for getting a job
- Amplifying the opportunities of apprenticeships, technical and vocational routes into work
- Facilitating more, high quality experiences with employers for students and teachers
- Embedding best practice (known as the 8 Gatsby Benchmarks) in careers provision in schools and colleges

Strategic Economic Planning

Producing economic strategies in their area and delivery of both Strategic Economic Plans and Local Industrial Strategies that brought together local businesses, authorities, and individuals to develop a long-term economic strategy for the respective areas.

From April 2024, government encourages areas to produce (or update) economic strategies on an ongoing basis to support local decision making, furthering the work previously undertaken by LEPs. Government expects areas to publish their (existing, new, or updated) strategy within six months of receiving funding for 2024/2025.

Where possible Government suggest building on the Local Industrial Strategies or any other similarly relevant strategies or documents already in place. These strategies should be underpinned by a strong evidence base and look to identify: the local economic opportunities (including areas of comparative advantage); challenges; and where there are opportunities for strategic connections across regions.

Incorporating the voice of business

LEPs have provided a strong forum for the voice of business and this function will continue in the new arrangements, Government guidance was published on the 2 August 2023 and subsequently on the 19 December 2023 highlighting the need to embed a strong, independent, and diverse local business voice into the new arrangements. This includes the following requirements from Government:

- The expectation for local authorities to create or continue to engage with an economic growth board (or similar) within their functional geography.
- Suggestions of the types of things the private sector could add value to within new arrangements such as enhancing local economic strategies and interventions, providing challenging and insight on business impacts of public sector initiatives and providing the view of local businesses as part of regional decision making.
- An expectation that membership of the Board be selected and recruited in an open and transparent process and that terms of reference of the Board manages issues such as conflict of interest, confidentiality, gateway criteria or disqualification/removal procedures.
- Ensuring the governance structure delivers an independent business voice. For example, in choice of Chair and the appointment process, how terms of reference are set, how decisions are made and agreed within the board (and disputes managed), and in managing public communications.
- Ensuring the board is representative of the whole geography.
- Types of activity the board is involved in could include consultation on emerging plans, engagement with district councils, Towns Boards and UKSPF programmes (where appropriate), endorsement for significant public funding proposals and linkages with wider plans and engagement structures such as Growth Hubs, LSIPS and Careers Hubs.
- Local authorities are also asked to consider how the Board will relate to other local for a e.g. Town Deal Boards and relevant wider pan-regional economic planning organisations e.g. Midlands Engine.

Signed by:

For and on behalf of **West Northamptonshire Council**

Signed by:

For and on behalf of **North Northamptonshire Council**

Signed by:

For and on behalf of **Milton Keynes City Council**

Signed by:

For and on behalf of **Central Bedfordshire Council**

Signed by:

For and on behalf of **Luton Borough Council**

Signed by:

For and on behalf of **Bedford Borough Council**