

Dated 12<sup>th</sup> February 2020 2019

**MEMORANDUM OF UNDERSTANDING  
IN RELATION TO LONDON LOCAL GOVERNMENT ASSURANCE PEER CHALLENGE**

**Between**

**THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON  
(ON BEHALF OF THE LOCAL AUTHORITIES' PANEL)**

**and**

**IMPROVEMENT AND DEVELOPMENT AGENCY FOR LOCAL GOVERNMENT (IDEA)**

**~~and~~**

**~~LONDON COUNCILS~~**

**Ref:**

This agreement is dated

2019

## **PARTIES**

- (1) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** of PO BOX 270 Guildhall, London EC2P 2EJ (City) on behalf of **LOCAL AUTHORITIES' PANEL (LAP)** - the panel of nominated Chief Executives of London boroughs who provide a strategic overview to local authority civil resilience activity in London, supporting the London Resilience Forum.
- (2) Improvement and Development Agency for Local Government (IDeA** of Smith Square, Westminster, London SW1P 3HZ (LGA)
- (3) LONDON COUNCILS** of 59½ Southwark St, London SE1 0AL

## **1. BACKGROUND**

- 1.1** The City on behalf of LAP and London Councils have commissioned the LGA to deliver the London Local Government Assurance External Peer Challenge assessment detailed in *Annex A* (LLGAEPC).
- 1.2** The parties wish to record the basis on which they will collaborate with each other on the delivery of the LLGAPC. This Memorandum of Understanding (MoU) sets out:
  - (a) the key objectives of the LLGAEPC;
  - (b) the principles of collaboration;
  - (c) the governance structures the parties will put in place; and
  - (d) the respective roles and responsibilities the parties will have during the life of the LLGAPC.

## **2. KEY OBJECTIVES FOR THE PROJECT**

- 2.1** To achieve the key objectives set out in *Annex A* to this MoU (**Key Objectives**).
- 2.2** The parties acknowledge that the current position with regard to the LLGAEPC and the contributions already made (financial and otherwise) are as detailed in *Annex A* to this MoU.

## **3. PRINCIPLES OF COLLABORATION**

The parties agree to adopt the following principles when carrying out the LLGAEPC (the **Principles**):

- (a) collaborate and co-operate. Establish and adhere to the LLGAEPC governance structure set out in this MoU to ensure that activities are delivered, and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the LLGAPC;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;

- LGA Programme Director
- LGA Programme Manager
- Chief Executive Resilience Advisor

The LGA shall be informed by the City of the relevant LAP meeting dates in order to be able to attend as necessary and as agreed beforehand with the City.

#### 4.4 Reporting

LLGAEPCC reporting shall be undertaken at two levels:

- LAP meeting:** Minutes and actions will be recorded for each LAP meeting. Any additional reporting requirement shall be at the discretion of the LAP.
- LAP, London Councils and the LGA :** regular strategic meetings between these shall be arranged in consultation with the LAP as necessary and relevant parties invited to attend.

### 5. ROLES AND RESPONSIBILITIES

#### 5.1 The parties shall undertake the following roles and responsibilities to deliver the LLGAEPCC:

Activity	LAP	LGA
New Resilience Standards for London	Lead	Assure
Delivery of the external and Independent Peer Challenge process	Assure	Lead
A reporting mechanism for Leaders Committee to provide collective assurance for London Local Government	Lead	Assure

#### 5.2 For the purpose of the table above:

- Lead:** the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Key Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;
- Assure:** the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

#### 5.3 Within a reasonable time of the date of this MoU the Lead party on any particular activity shall develop a delivery plan for that part of the activity relating to the LLGAEPCC which shall identify the following:

- the key milestones for the delivery of the Key Objectives;
- what employees (other than employees identified in this MoU) will be required to work on aspects of the delivery of the LLGAEPCC;
- whether any staff will need to be seconded from one party to the other;
- what staff will require access to the premises of the other party;

11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

## 12. GOVERNING LAW AND JURISDICTION

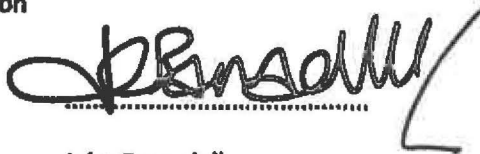
This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in *Clause 6*, each party agrees that any disputes will be referred for final and binding decision to mediation in accordance with the rules current at the time, of the Centre for Effective Dispute Resolution (CeDR).

## 13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1998

The parties agree that nothing in this MoU is intended to confer any rights on anyone who is not a party to it.

Signed for and on behalf of The Mayor and  
Commonalty and Citizens of the City of London on  
behalf of LAP;

Signature:



Name:

John Barradell

Position:

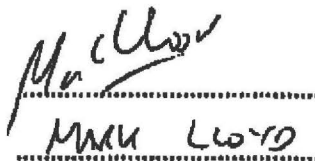
Chairman of the LAP and Town Clerk

Date:

11/01/2020

Signed for and on behalf of The Local Government  
Association;

Signature:



Name:

Mark Lloyd

Position:

Chief Executive

Date:

11/01/2020

Signed for and on behalf of London Councils

Signature:



Name:

Mark Rea

Position:

Chief Executive



## **ANNEX A**

### **THE LONDON LOCAL GOVERNMENT ASSURANCE PEER CHALLENGE**

#### **LLGAEPCC overview**

The London Local Government Assurance Peer Challenge will be based on the existing sector led Improvement (SLI) principles that local authorities are:

- responsible for their own performance
- accountable locally, not nationally
- there is a sense of collective responsibility for the performance of the sector as a whole, and
- the role of the LGA is to provide tools and support to enable the effective delivery of this.

To deliver this successfully the parties require that the London Local Government Assurance Peer Challenge programme:

- Is sponsored by a council Chief Executive and Leader;
- Has clear accountability and allocated programme management by LAP/London Councils;
- Complements a self-assessment process against the new Resilience Standards for London which should be undertaken on a regular basis;
- Sits alongside the LGA's wider suite of peer review/challenge offers and learning can be shared across the whole sector;
- Is a voluntary process that is managed by and delivered for the sector and is not a form of inspection. It is a mechanism to provide London Boroughs and the City of London with information that allows them to challenge their service delivery, and their organisational effectiveness, to ensure they are efficient, effective and robust.

#### **LGA approach to the Peer Review**

The LGA proposes being on-site for 3 days interviewing a range of stakeholders from across the various London Borough councils and their partners. This will be accompanied by the self-assessment and desktop research culminating in a feedback presentation to each reviewed council and a written report.

#### **LGA Scoping Meeting**

As soon as the peer challenge has been commissioned, the Programme Manager will contact the relevant Council to visit the lead officer for the peer challenge and the peer challenge coordinator. The purpose of this visit is to:

- discuss the motivation and aims for the peer challenge, and the thoughts of members and officers about it
- develop the peer challenge manager's understanding of the key issues facing the Council, including any sensitive issues they may need to be aware of
- discuss the key areas for the peer challenge to focus on and the team requirements

## ANNEX B

### DETAILS OF PEER CHALLENGE COSTS

#### Peer Challenge Programme Delivery

Working in partnership with LAP/London Councils, the LGA will agree a four or four-year rolling programme of peer challenge delivery. The LGA believe that the Council elections in 2022/23, could impact on the capacity of the sector to deliver a programme within four years but have detailed the approach as follows; If a four year programme is agreed then the LGA request that the programme is reviewed on a regular basis and is able to flex and extend the timescales accordingly:

#### Four Year Programme

- **2019/20 – Year 1 – Development and Delivery** - Deliver 5 peer challenges, with the first two being pilots in order to test out the approach and methodology and refine accordingly - December 2019 - Year 1 - Review  
  
Assess the effectiveness of the approach and revise accordingly. Assess whether the programme delivery is achievable
- **2020/21 - Year 2** - Deliver 9 peer challenges
- **2021/22 – Year 3** - Deliver 10 peer challenges
- **2022/23 – Year 4** - Deliver 9 peer challenges

#### London Local Government Assurance Individual Peer Challenge Cost

Area	Cost
LGA Peer Challenge Manager and Project Support	£9750
Peer Team*	£1500
Expenses (variable – actual expenses will be charged)	£3000
<b>Total per peer challenge</b>	<b>£14,250</b>

\*Please Note – This cost is for serving officers and Councillors, if there is a requirement to bring in additional expertise via consultants or associates there will be an increased cost. The LGA will however aim to develop a cohort of suitable officers and Councillors to deliver this programme

#### London Local Government Assurance Peer Challenge Programme Cost-4-year period

Area	Cost per year 1 – 2019/20
LGA Programme Management	£10,000
5 x Peer Challenges	£71,250
<b>Total 2019/20</b>	<b>£81,250</b>

Area	Cost per year 2 – 2020/21
LGA Programme Management	£10,000
9 x Peer Challenges	£128,250
<b>Total 2020/21 plus 2.5% Inflation</b>	<b>£141,700</b>

Area	Cost per year 3 – 2021/22
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