

DRAFT

[District/Borough] Devolution

Memorandum of understanding

26th February 2024

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1 Background

- 1.1 Gloucestershire County Council and [District/Borough] have formed this partnership to agree the delivery terms for a level 2 devolution deal across [District/Borough].
- 1.2 It is an equal partnership for the mutual benefit of both parties.

2 Partnership aims and objectives

- 2.1 The overarching aim of this partnership is to clarify the roles and responsibilities for both partners in delivery of a devolution deal for Gloucestershire.
- 2.2 Specific objectives are:
 - 2.2.1 Confirm that [District/Borough] will continue to have oversight of an appropriate proportion of UK Shared Prosperity Funding from 1st April 2025.
 - 2.2.2 Confirm that any power evoked within the [District/Borough] boundaries or with land owned and/or controlled by [District/Borough] to access additional land assembly and compulsory purchase powers for housing and regeneration will require the agreement of [District/Borough].

3 Partnership activities

- 3.1 Activities to be delivered by the partnership are:
 - 3.1.1 Strategic oversight of delivery of UK Shared Prosperity Fund (UKSPF).
 - 3.1.2 Exploration of the potential for additional land assembly and compulsory purchase powers for housing and regeneration.
- 3.2 The initial timeframe for partnership activities will be 5 years, commencing on the 1st April 2024.
 - 3.2.1 UKSPF is subject to comprehensive spending review and guaranteed for 2024/25 financial year at the present time. Gloucestershire County Council agrees that a proportionate amount of the overall county allocation of UKSPF for [District/Borough] will be distributed directly by [District/Borough]. The amount to be transferred will be calculated on the basis of the initial allocation of UKSPF to Gloucestershire for the financial years 2022-2025.
 - 3.2.2 Gloucestershire County Council undertakes not to begin the process of land assembly and compulsory purchase powers with the boundaries of [District/Borough] or with land owned and/or controlled by [District/Borough] without the agreement of [District/Borough] as stipulated in paragraph 24 of the devolution framework agreement.
- 3.3 Activities will be reviewed annually to ensure that they are being delivered as agreed, and that they are having the intended impact.

4 Monitoring

- 4.1 All partners commit to ongoing monitoring, with the aim of ensuring accountability and performance against milestones.
- 4.2 The designated partnership leads outlined in 6.2 will co-ordinate the monitoring and report back to corporate leadership teams and cabinets as appropriate.

5 Impact evaluation

- 5.1 Detailed impact assessments will be developed by [District/Borough] for the distribution of UKSPF.
- 5.2 The designated partnership lead outlined in 6.2.1 will have oversight and responsibility for UKSPF impact evaluation.
- 5.3 The designated partnership leads outlined in 6.2 will ensure that the conditions of 3.2.2 are adhered to.

6 Designated partnership leads

- 6.1 Each partner will appoint a senior member of staff to lead on the work of the partnership.
- 6.2 The designated lead member of staff for each partner will:
 - 6.2.1 Chief Executive, [District/Borough]
 - 6.2.2 Director of Economy and Environment, Gloucestershire County Council
- 6.3 Designated leads will report back through the appropriate corporate leadership team structures and to the leader of their respective authority.
- 6.4 Should the designated lead posts become vacant the respective authority will appoint an appropriate substitute within 28 days

7 Financial contributions

- 7.1 There will be no transfer of financial resources between partners except for the proportionate allocation of UKSPF to [District/Borough] as outlined in 3.2.1.

8 Disclaimer

8.1 It should be noted that by signing this document or by participating in the [District/Borough] Devolution partnership, the partners are not committing to legally binding obligations. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

Signed on behalf of [District/Borough]

..... Date

XXX, Leader

Signed on behalf of Gloucestershire County Council

..... Date

Cllr Mark Hawthorne MBE, Leader