



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

REPORT OF THE CITY DEAL AND GROWTH DEAL ADVISORY BOARD

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

7 September 2016

BLACK COUNTRY COLLABORATION AGREEMENT

Request to recommend changes to the Member Authorities and the Black Country Consortium Ltd
and Approval for a Funding Submission into the West Midlands Combined Authority

Key Decision: Yes

Forward Plan: No

1. PURPOSE OF REPORT

- 1.1 To seek approval from the Joint Committee to execute changes to the existing Collaboration Agreement for the Black Country Executive Joint Committee City Deal & Growth Deal, to widen the scope of the agreement to include applications to and funding received through or from the West Midlands Combined Authority.
- 1.2 Once approved, to ask the Joint Committee to request that the Cabinets of the four Black Country Councils, together with the Black Country Consortium consider and approve these changes, and once agreed that all approved changes are made through a deed of variation appended to the current Collaboration Agreement.
- 1.3 To ensure that the Black Country is able to submit a swift application to the Combined Authority for funding it is also requested that the Joint Committee grant approval for the Black Country to submit an application into the Combined Authority's Land Remediation Fund based upon its current priority projects pipeline.
- 1.4 This report received endorsement from the Working Group on 19th August 2016 and the Advisory Board on 22nd August 2016.

2. RECOMMENDATIONS

- 2.1 That the Joint Committee recommends to the Black Country Consortium Limited and the Cabinets of Walsall Council, Dudley Council, Sandwell Council and Wolverhampton City Council that the following changes are approved for inclusion through a Deed of Variation to

the existing Black Country Executive Joint Committee City Deal & Growth Deal Collaboration Agreement:

- 2.1.1 That the Joint Committee be delegated further powers from each Councils Cabinet to enable it to make decisions relating to funding applications into and funding received through or from the West Midlands Combined Authority, and the scope of the Collaboration Agreement is widened to include this by amending the current Annex A - Terms of Reference; Functions of Black Country Executive Joint Committee, as revised and included as **Attachment 1 to this report**.
 - 2.1.2 That all references to the City Deal and Growth Deal throughout the Collaboration Agreement are amended to: City Deal, Growth Deal and Combined Authority.
 - 2.1.3 That the following description of the Combined Authority is added to section 1 (Definitions) part of the Collaboration Agreement as follows: **Combined Authority** means the West Midlands Combined Authority and its successors.
- 2.2 That the Joint Committee grants approval for a Black Country application into the Combined Authority's Land Remediation Fund, based upon its current priority projects pipeline to be submitted at the earliest opportunity.

3. REPORT DETAIL

- 3.1 The Collaboration Agreement was approved by the Joint Committee on the 7th May 2014 and set out the governance and operational arrangements for the City Deal and Growth Deal programmes, including the; collaboration, governance, project approval, management and audit and claw back arrangements. The agreement was subsequently signed by all required signatories and is now being implemented.
- 3.2 The members of this agreement have and continue to use the governance and operational arrangements set out within the Collaboration Agreement to successfully deliver these programmes. With the formation of the Combined Authority in 2016, access to new funding opportunities have and will continue to be created.
- 3.3 To ensure that the Black Country is able to respond quickly to these opportunities and if successful accept the funding allocated / approved, its proposed to extend the remit of the current Collaboration Agreement for the: Black Country Executive Joint Committee City Deal & Growth Deal to include all funding administered or approved by the West Midlands Combined Authority to the Black Country.
- 3.4 This approach will allow the current governance arrangements administered by and through the Joint Committee to consider and approve applications to the Combined Authority and to accept / receive funding allocated or approved, and then for it to be administered through the appropriate appointed Accountable Body arrangements.
- 3.5 It is therefore proposed that the Joint Committee recommends to the members of the current Black Country Executive Joint Committee City Deal and Growth Deal Collaboration

Agreement, that the four Black Country Council Cabinet's and the Black Country Consortium Limited consider and approve the following amendments:

- 3.5.1 That the scope of the Collaboration Agreement is widened to include the Combined Authority, by amending Annex A – Terms of Reference; Functions of Black Country Executive Joint Committee, as included and tracked as Attachment 1 to this report.
- 3.5.2 That all references to the City Deal and Growth Deal throughout the Collaboration Agreement are amended to: City Deal, Growth Deal and Combined Authority.
- 3.5.3 That the following description of the Combined Authority is added to section 1 (Definitions) part of the Collaboration Agreement as follows: **Combined Authority** means the West Midlands Combined Authority and / or subsequent amended or replacement and its successors.
- 3.6 Once agreed by the Member Authorities and the Black Country Consortium that in accordance with clause 15.1 of the Collaboration Agreement, those approved are dealt with by a Deed of Variation appended to the Collaboration Agreement.
- 3.7 The Combined Authority has been granted access to Government Funding, including the £200 million Land Remediation Fund. The Black Country has an identified need for this funding to bring employment and housing land back into use. To ensure that we do not miss out on this funding allocation, it is requested that the Joint Committee grants approval for the Black Country to submit an application at the earliest possible opportunity.
- 3.8 This application will be based upon the Black Country's existing priority pipeline of projects that has been assembled and agreed by the Black Country Place Group and will be signed off by the Heads of Regeneration through the Working Group to the Joint Committee.
- 3.9 A progress report on the application will be brought back to the next appropriate Joint Committee meeting, and no funding will be accepted without the Joint Committee's approval.

4 FINANCIAL IMPLICATIONS

- 4.1 There are no financial cost implications associated with this report at the time of drafting.

5. LEGAL IMPLICATIONS

- 5.1 Delegated Executive functions at all times remain within the power of the original Delegating Cabinet/Executive to exercise. Should the amendments to the current Collaboration Agreement in relation to the Black Country Executive Joint Committee City Deal and Growth Deal be approved, in accordance with clause 15.1 of the agreement, these will be dealt with through a Deed of Variation appended to this agreement, actioned through Walsall Council.

6. RISK MANAGEMENT

- 6.1 The principle risk relates to our collective abilities to apply for and then administer effectively the resources approved for the Black Country. This report recommends changes to the current Collaboration Agreement in relation to the Black Country Executive Joint Committee City Deal and Growth Deal to include funding approved by the West Midlands Combined Authority.
- 6.2 By utilising the existing and established governance and operational arrangements the risk processes associated with these will be utilised to manage / mitigate the risks associated with all newly approved grant funding and its subsequent administration.

7. EQUALITY IMPLICATIONS

- 7.1 None at the time of drafting.

8. CONSULTATION

- 8.1 Legal and financial services at the Accountable Body have been consulted as part of the development of this report.
- 8.2 Finance and legal representatives and the four Section 151 Officers at each partner organisation will continue to be engaged as this process develops through the Collaborative Working Group.
- 8.3 The General Exception Protocol for the management of BCJC business has been followed in relation to this report.

Back Ground papers

The Black Country Executive Joint Committee City Deal and Growth Deal Collaboration Agreement

Attachments

Attachment 1 - Annex A – Amended Terms of Reference; Functions of Black Country Executive Joint Committee

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Attachment 1

Annex A – Terms of Reference



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee.
2. At any time review and agree proposed changes to the Functions of the Committee, and seek approval of the same from the four Council Executives of the Black Country authorities.
3. To agree and approve any proposed governance and or reporting structure that the committee sees fit.
4. In relation to the City Deal, Growth Deal **and Combined Authority**:
 - 4.1 To act as a strategic body; setting and reviewing objectives for strategic investment across the Black Country, including;
 - a. Providing a coherent single position on the major strategic City Deal, Growth Deal **and Combined Authority** issues;
 - b. Agreeing allocation of spending;
 - c. Agreeing major priorities;
 - d. Consider and agree recommendations made by any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee;
 - e. Refer recommendations received back to any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee for further consideration as and when minded in the first instance to not follow recommendations at all or to materially change the substance of the decision except in the case of genuine urgency requiring a decision to be made at that time;
 - 4.2 Agreeing Lead and or Accountable Body status for a body or organisation;
 - 4.3 Agree, review and amend options at any time for City Deal, Growth Deal **and Combined Authority** governance which is fit for purpose;

- 4.4 influence and align government investment in order to boost economic growth;
- 4.5 have regard to the duty to cooperate and Joint Committee's overall function as set out above;
- 4.6 to ensure alignment between decision making on City Deal Growth Deal and Combined Authority and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;
- 4.7 Co-ordinate and align decision making on transport with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities;
- 4.8 Deciding on capital expenditure programmes and ensuring policy and programmes are delivered effectively through partners;