



- (1) Wirral Borough Council**
- (2) Liverpool City Region Combined Authority**
- (3) The Homes and Communities Agency (trading as Homes England)**

Collaboration Agreement
relating to the Wirral Left Bank Birkenhead programme



NOT INTENDED TO BE LEGALLY BINDING EXCEPT WHERE SPECIFICALLY STATED

THIS COLLABORATION AGREEMENT IS MADE ON 25 OCTOBER 2022

BETWEEN:

- (1) Wirral Borough Council (**Council**); and
- (2) Liverpool City Region Combined Authority; and
- (3) The Homes and Communities Agency (trading as Homes England) (**Homes England**).

each a Party and together the Parties

1. Purpose of the Agreement

- The Parties have agreed to work together on the programme known as Wirral Left Bank Birkenhead (**Programme**).
- The Parties wish to record the basis on which they will collaborate with each other on the Programme. This Collaboration Agreement sets out:
 - the strategic objectives of the Programme (see **section 2**);
 - the governance structure the Parties have put in place (see **section 3**);
 - the respective roles, responsibilities and obligations the Parties will have during delivery of the Programme (see **section 4**);
- Under the Programme, the Council will work together with Liverpool City Region Combined Authority and Homes England to create conditions so far as reasonably practicable within the respective organisation's Statutory Objectives and their Corporate Objectives for the effective delivery of a comprehensive place-making regeneration programme for the Birkenhead area, consistent with the Birkenhead 2040 Framework and the 2021 – 2037 Submission Draft Local Plan.
- The Parties, through their involvement with the Programme, may choose to undertake within the Birkenhead area:
 - necessary strategic land assembly;
 - carrying out or funding the remediation of their own or third party landholdings;
 - installation of, or upgrading of infrastructure; or
 - place-making activitiesso as to facilitate a supply of development ready sites within the Birkenhead area to the property development and investment market, which leads to the long-term, sustainable regeneration of Birkenhead as a waterfront garden city

2. Strategic Objectives

The Parties intend to work together on the Programme to achieve the objectives set out below subject always to a Party having obtained the necessary internal approvals for any actions to be taken by that Party:

- work collaboratively to deliver in alignment with each Party's corporate objectives, strategic residential and commercial development initiatives across Birkenhead;
- review their own existing land ownerships and identify key third party owned acquisition opportunities which will support the delivery of strategic, residential and commercial developments initiatives across Birkenhead;
- utilise the Parties' market relationships with developers and funders to target sites within Birkenhead and to try to resolve any development constraints to the delivery of those sites;

- where appropriate to the Parties' funding and corporate objectives to lead in undertaking remediation activity and providing core infrastructure to unlock the development potential of key sites in Birkenhead;
- secure access to Government; other public funding sources; and private sector finance to assist in programmes of acquisition, land remediation and the provision of core infrastructure;
- consider and agree the most appropriate means of existing land holdings and acquired sites being taken to market, develop core competencies in relation to place-making to provide the most favourable conditions for investment and the creation of sustainable places. This will include ensuring that, where relevant, residential management arrangements are established that are in line with market leading developments;
- as an initial activity, focus available resource on the delivery of strategic residential growth in the Hamilton Park, Vittoria Studios, Hind Street, Dock Branch Park and Waterfront areas. Activities undertaken in these areas shall act as an exemplar of how any strategic partnership between the Parties will function, including the establishment of collaboration or other commercial agreements made between the Parties that will underpin and regulate joint working between them.

3. Governance

- A Left Bank Birkenhead Programme Board has been established to provide strategic oversight and direction to the Programme. This Board consists of:
 - Sally Shah, Interim Director of Regeneration and Place, Wirral Borough Council (Chair).
 - Aileen Jones, Executive Director Investment and Delivery, Liverpool City Region Combined Authority
 - Duncan Inglis, Director – Cities and Major Conurbations, Homes England
- It has been agreed between the Parties that the Left Bank Birkenhead Programme Board will provide oversight across the Programme to:
 - Ensure that a deliverable timetable is established.
 - Ensure that appropriate governance is implemented.
 - Ensure that a clear audit trail exists of decisions made and that they are recorded and approved. The approval of any transaction will remain with the Party that is proposing to enter into the transaction with such approval to be obtained through that Party's internal approvals process
 - Consider significant risks to the Programme and interrogate and approve suggested interventions as necessary.

4. Roles, Responsibilities and Obligations

The Parties shall jointly agree in relation to the Programme:

- to collaborate and co-operate in the delivery of the Programme;
- to adopt a positive outlook. Behave in a positive, proactive manner;
- to adhere to statutory requirements and best practice. Comply with applicable laws and standards, including public contracts/procurement rules, subsidy control rules and freedom of information legislation;
- to act in a timely manner. Recognise the time critical nature of Programme and respond accordingly to requests for support;
- to deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Collaboration Agreement;

- to provide information (including valuations) on land interests and grant access to this information to any consultants appointed by another Party subject to confidentiality to assist them with (i) the identification of any priority areas across Left Bank Birkenhead and (ii) the establishment of delivery strategies and joint project for the delivery of agreed residential and commercial development initiatives and infrastructure investment in Birkenhead;
- to investigate and agree on appropriate delivery arrangements for the utilisation of the Parties' land assets within specifically agreed residential and commercial development initiatives and infrastructure delivery;
- to produce a Left Bank Birkenhead Delivery Plan and associated resource plan for the approval of the Left Bank Birkenhead Programme Board, setting out the details of specific residential and commercial development initiatives and infrastructure investment within the agreed strategic priority areas, together with the approved capital investment budgets and the available staffing inputs that will be provided by the Parties to ensure the successful delivery of this collaboration;
- so far as it is able to and is not contrary to its own internal governance rules, procedures and responsibilities to comply with all protocols and procedures agreed between the Parties which are formally adopted by the Left Bank Birkenhead Programme Board during the course of the Programme;
- to develop a targeted strategy for the Parties to acquire the third party interests for sites identified as critical to delivery of agreed residential and commercial development initiatives and infrastructure investment in priority areas. This will include investigating the current existing use value of any third party interests identified for acquisition together with potential relocation costs;
- to determine and agree the process by which any statutory powers are used by the Council to support the delivery of specific residential and commercial development initiatives and infrastructure investment within the agreed priority areas including the use of the Council's compulsory purchase order powers;
- to develop and implement a strategy to resolve development constraints within the site portfolio, including land remediation and the provision of core infrastructure where required;
- the Parties will conduct an open exchange of relevant information for the Programme and communicate openly about major concerns, issues or opportunities relating to the Programme;
- to 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;
- for the period of this Collaboration Agreement, not without the agreement of the other Parties, to act in a manner across the Left Bank Birkenhead area which is not directly in competition with the activities of another Party or the aspirations of the Programme;
- to act in good faith to support achievement of the Strategic Objectives and compliance with these Roles Responsibilities and Obligations;
- in their dealings the other Parties will demonstrate mutual regard and respect for each other's objectives to maintain the other Parties' confidence in their ability to work collaboratively for the benefit of the Programme.

5. Escalation

- If any Party has any issues, concerns or complaints about the Programme, or any matter in this Collaboration Agreement, that Party shall notify the other Parties and the Parties shall then seek to resolve the issues by a process of consultation and subsequent escalation to Programme Board if required.
- If the issue cannot be resolved by the Left Bank Birkenhead Programme Board within a reasonable period of time, the matter shall be escalated to: Wirral Borough Council ASS CEX / Liverpool City Region Combined Authority CEX and Homes England MPP Executive Director. Further escalation would be to: Wirral Borough Council CEX / Liverpool City Region Combined Authority Metro Mayor / Homes England CEX.

6. Freedom of Information

The Parties acknowledge that they are each a public authority as defined by FOIA and/or EIR and are subject to legal duties which may require the release of information under FOIA and / or EIR and that the Parties may be under an obligation to provide Information subject to a Request for Information. The Parties therefore agree to be legally bound by the provisions set out in the Schedule

7. Term and Termination

- The Collaboration Agreement shall commence on the date appearing on page 2 and shall expire five years from this date, or such later date as may be agreed by the Parties.
- Any Party may terminate this Collaboration Agreement by giving at least three months prior notice in writing to the other Parties at any time. This Collaboration Agreement will terminate on the expiry of the notice period and the provisions of this Collaboration Agreement (with the exception of Clause 6 and the Schedule which shall continue in full force and effect) shall be no further effect.

8. Charges and Liabilities

- The Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Collaboration Agreement.
- The Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no Party intends that the other Party shall be liable for any loss it suffers as a result of this Collaboration Agreement.

9. Status

With the exception of the provisions in Clause 6 and the Schedule (Freedom of Information) this Collaboration Agreement is not intended to be (and is not) legally binding, and no legal obligations or legal rights shall arise between the parties from this Collaboration Agreement and accordingly no Party will seek to enforce the terms of it against the other Parties.

10. Electronic Signatures

The Parties have signed this Collaboration Agreement by electronic signature and confirm that this method of signature is conclusive of their intention to be bound by this Collaboration Agreement (where its provisions are legally binding) as if signed by manuscript signature

THE SCHEDULE
Freedom of Information

1. INTERPRETATION

"EIR"	means the Environmental Information Regulations 2004, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
"EIR Exception"	means any applicable exemption to EIR;
"Exempted Information"	means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
"FOIA Authority"	means a public authority as defined by FOIA and / or EIR;
"FOIA Exemption"	means any applicable exemption to FOIA;
"Information"	(i) in relation to FOIA has the meaning given under section 84 of the FOIA; and (ii) in relation to EIR has the meaning given under the definition of "environmental information" in section 2 of EIR;
"Request for Information/RFI"	shall have the meaning set out in FOIA or any request for information under EIR which may relate to this Collaboration Agreement or any activities or business of the Public Sector Bodies;

2. AGREEMENT

2.1. The Parties acknowledge that they are each an FOIA Authority and are subject to legal duties which may require the release of information under FOIA and / or EIR and that each FOIA Authority may be under an obligation to provide Information subject to a Request for Information.

2.2. In relation to information received by them, the FOIA Authority in receipt of or to receive the RFI ("Relevant FOIA Authority") shall be responsible for determining in its absolute discretion whether:-

2.2.1. any Information is Exempted Information or remains Exempted Information; and/or

2.2.2. any Information is to be disclosed in response to a Request for Information;

and in no event shall any Party, other than the Relevant FOIA Authority, respond directly to a RFI except to confirm receipt of the RFI and that the RFI has been passed to the Relevant FOIA Authority unless otherwise expressly authorised to do so by the Relevant FOIA Authority.

2.3. The Relevant FOI Authority agrees that it will use all reasonable endeavours to consult with the other Parties and to take their views into account in connection with any RFI and the provisions of this paragraph 2.

2.4. Subject to Paragraph 2.6 below, all Parties acknowledge that the Relevant FOIA Authority may disclose Information:

2.4.1. without consulting the other Parties; or

2.4.2. following consultation with the other Parties and having taken (or not taken, as the case may be) their views into account.

2.5. Without in any way limiting Paragraphs 2.2, 2.3 and 2.4, in the event that the Relevant FOIA Authority receives a RFI, the Relevant FOIA Authority will, where appropriate, as soon as reasonably practicable notify the other Parties.

2.6. The Parties will assist and co-operate with one another as requested by the Relevant FOIA Authority to enable the Relevant FOIA Authority to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will), at their own cost:

2.6.1. transfer any RFI received to the Relevant FOIA Authority as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

2.6.2. provide all such assistance as may be required from time to time by the Relevant FOIA Authority and supply such data or information as may be requested by the Relevant FOIA Authority;

2.6.3. provide the Relevant FOIA Authority with any data or information in its possession or power in the form that the Relevant FOIA Authority requires within five Working Days (or such other period as the Relevant FOIA Authority may specify) of the Relevant FOIA Authority requesting that Information;

2.6.4. permit the Relevant FOIA Authority to inspect any records as requested from time to time.

2.7. Nothing in this Collaboration Agreement will prevent the Relevant FOIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and / or EIR in relation to any Exempted Information

Signed on behalf of the parties on the date above:


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Signed by a duly authorised signatory on behalf of Wirral Borough Council

Name: Lucy V Shaw


.....
Jill Coule (Oct 17, 2022 09:15 GMT+1)

Signed by a duly authorised signatory on behalf of Liverpool City Region Combined Authority

Name: Jill Coule

 062432
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Signed by an Authorised Signatory on behalf of Homes England

Name: M. Harris

Wirral Left Bank Collaboration Agreement

Final Audit Report

2022-10-17

Created:	2022-10-11
By:	Gareth Burroughes (gareth.burroughes@liverpoolcityregion-ca.gov.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMM8KjNEhznemG8WHiz2wohmNDZNtofG_

"Wirral Left Bank Collaboration Agreement" History

-  Document created by Gareth Burroughes (gareth.burroughes@liverpoolcityregion-ca.gov.uk)
2022-10-11 - 3:58:10 PM GMT- IP address: 136.228.244.173
-  Document emailed to jill.coule@liverpoolcityregion-ca.gov.uk for signature
2022-10-11 - 4:00:58 PM GMT
-  Email viewed by jill.coule@liverpoolcityregion-ca.gov.uk
2022-10-17 - 8:15:37 AM GMT- IP address: 136.228.244.173
-  Signer jill.coule@liverpoolcityregion-ca.gov.uk entered name at signing as Jill Coule
2022-10-17 - 8:15:51 AM GMT- IP address: 136.228.244.173
-  Document e-signed by Jill Coule (jill.coule@liverpoolcityregion-ca.gov.uk)
Signature Date: 2022-10-17 - 8:15:53 AM GMT - Time Source: server- IP address: 136.228.244.173
-  Agreement completed.
2022-10-17 - 8:15:53 AM GMT

