

# Leeds City Region Business Rate Pool 2022/23

## Memorandum of Understanding

This Memorandum of Understanding is made between the following councils

- City of Bradford Metropolitan District Council
- The Metropolitan Borough Council of Calderdale
- Harrogate Borough Council
- Kirklees Council
- Leeds City Council
- The Council of the City of Wakefield
- City of York Council

(Together referred to as the 'Pool' or 'Pool Members').

### 1. Purpose

- 1.1. The main aim of the pool is to maximise the retention of locally generated business rates and to ensure that it further supports the economic regeneration of the wider Leeds City Region. The modelling work that has been undertaken by the Pool demonstrates that financially the Leeds City Region would retain a greater share of business rates revenue through pooling than it would otherwise do, as long as it experiences economic growth. This will act as a further incentive for all the pooling authorities to proactively work together to drive economic growth within the Bradford, Calderdale, Harrogate, Kirklees, Leeds, Wakefield and York areas.
- 1.2. It is the purpose of this Memorandum of Understanding to act as a statement of intent that will support the realisation of these benefits. The Pool Members have agreed to enter into this Memorandum of Understanding to formalise their commitment and to set out their respective roles and responsibilities from the 2022/23 financial year.

### 2. Glossary of Key Terms

- 2.1. There are a number of technical terms used throughout this document. The meanings of these terms are as follows:

Levy

A formulaic mechanism to pay a percentage of additionally raised local business rates income over to central government when a target (set nationally for each billing authority) has been exceeded.

## Pool

A voluntary arrangement amongst a group of local authorities to pool the business rates generated locally to ensure at least some of any levy is retained locally.

## Net Retained Levy

The amount of levy retained locally. This is calculated as the sum of levies to be paid by individual Pool members if the Pool did not exist less the levy to be paid by the Pool less any safety net funding that would have been due to individual Pool members if the Pool did not exist and less the administrative costs of the Pool.

## Safety Net

The additional funding received by an authority, from central government, if, in the government's opinion, the decline in business rates in any year would leave an authority with insufficient resources. Calculated using a national formula.

## Lead Authority

The Pool member who will act as the lead in managing the Pool's resources and being the key contact between central government and the Pool

## Schedule of Payments

The Lead Authority will prepare an annual schedule that reflects all the financial payments to be processed through the pool, clearly indicating the amount and timings of each payment and who needs to make what and payment to whom.

## Residual Benefit of the Pool

Any funding remaining from Net Retained Levy payments once the decisions of the joint committee on how some of those Net Retained Levy payments should be utilised have been fulfilled.

## Retained Rates Income

The retained rates income for each member authority had they acted individually as defined by the Non-Domestic Rating (Levy and Safety Net) Regulations 2013, Regulation 4 as amended.

## Baseline Funding Level

The Baseline Funding Level for each member authority had they acted individually as published in the Local Government Finance Settlement as laid before Parliament for 2022/23.

## Tariff or Top up

The Tariff or Top up for each individual member authority had they acted individually as published in the Local Government Finance Settlement as laid before Parliament for 2022/23.

## Business Rates Baseline

The Baseline Funding Level less the Tariff or Top-up (whichever is appropriate) for each member authority had they acted individually as published in the Local Government Finance Settlement as laid before Parliament for 2022/23.

## Individual Populations of Member Authorities

The estimate of the population in each member authority's area for 2020 as defined by the Mid-Year Population Estimates published by the Office for National Statistics in June 2020.

### **3. Key Principles**

- 3.1. The Pool Members agree that they will operate the Pool in accordance with the following principles:

#### Increase in Resources

The Pool Members recognise that the fundamental objective of the Pool is to generate increased resources for the area, and individual Pool Members

#### Risk Management

The Pool Members agree to protect and mitigate as far as possible the risks associated with the level of business rate income. Income streams to the Pool Members may be more volatile, whether as the result of a one-off event (for example a successful large appeal) or something structural within an area (for example the closure of a major plant). The pooling arrangements should reduce this volatility.

#### Fairness

The Pool Members agree to share the costs, risks and benefits of local business rate retention proportionately. Pool Members should be no worse off than if they were outside the Pool.

#### Transparency, Openness and Honesty

Pool Members will be open and trusting in their dealings with each other, make information and analysis available to each other, discuss and develop ideas openly and contribute fully to all aspects of making the Pool successful. It also includes sharing data and intelligence outside of the formal reporting mechanisms on any substantive issues relating to business rate retention within their area.

#### Reasonableness of Decision-Making

Pool Members agree that all decisions made in relation to this Memorandum of Understanding shall be made by them acting reasonably and in good faith.

### **4. Binding Memorandum**

- 4.1. This Memorandum of Understanding is produced as a Statement of Intent and, with the exception of Sections 5, 10 and 11, is not intended to be legally binding.

- 4.2. Sections 5, 10 and 11 are intended to be legally binding and to create obligations between Pool Members with immediate effect from the execution of this Memorandum of Understanding.
- 4.3. Pool Members have approved this Memorandum of Understanding in advance of the Secretary of State designating the Pool for the purposes of the Business Rates Retention Scheme. If the Secretary of State adds conditions to the designation, either initially or at any point in the future an immediate review of this Memorandum of Understanding, as outlined in Section 12, will be triggered.

## **5. Term of Memorandum**

- 5.1. This Memorandum of Understanding shall continue to be in place unless terminated in accordance with these terms.
- 5.2. Any Pool Member can leave the Pool from 1 April of the following financial year providing:
  - Written notice is given to other Pool Members and MHCLG in at least sufficient time for the Pool to apply to continue for the remaining Pool Members, should they wish it to continue. Sufficient time is taken to be at least the time specified by MHCLG in regulations and/or guidance or 30<sup>th</sup> September preceding the end of the relevant financial year, whichever is earlier.
  - All liabilities to and from the Pool are paid.

## **6. Decision-Making**

- 6.1. The Pool will be led by a joint committee comprising of representatives of the member authorities making up the Pool. Joint committee representation will be as follows:
  - City of Bradford Metropolitan District Council
  - The Metropolitan Borough Council of Calderdale
  - Harrogate Borough Council
  - Kirklees Council
  - Leeds City Council
  - The Council of the City of Wakefield
  - City of York Council
- 6.2. The joint committee shall be responsible for:
  - Any changes to the purposes for which the Net Retained Levy received by the Pool should be used, but the principle that no authority should receive less than they would if treated individually, shall be maintained;

- Agreeing the expenses to be deducted by the lead authority administering the Pool;
  - Any of the matters relating to the administration and governance of the Pool including the replacement of the Lead Authority.
- 6.3. The representatives of the member authorities making up the Pool, as noted in subsection 6.1 above, will be the leaders of the members authorities. The representatives of the member authorities will be able to nominate substitutes.
- 6.4. The members of the joint committee will elect a chairperson.
- 6.5. The joint committee will meet as and when required but no less than twice each year.
- 6.6. The quorum for the meetings will be no less than 5 members.
- 6.7. Member voting rights will be one vote for each member of the joint committee. Voting will be by simple majority. In the event of a tie, the chair of the meeting will have a casting vote.
- 6.8. The joint committee will be supported by officers drawn from the Lead Authority.
- 5.9. The joint committee may establish any sub-groups or any officer forums that they believe to be appropriate.
- 5.10. Minutes of the joint committee meetings will be published as required by law.

## **7. Dispute Resolution**

- 7.1. The Pool Members shall attempt in good faith to negotiate a settlement to any dispute arising between them arising out of or in connection to this Memorandum of Understanding. If this cannot be resolved by the Chief Finance Officers it will be referred to a meeting of all member authorities' Heads of Paid Service for resolution.

## **8. Resourcing**

- 8.1. Each Pool Member will provide the appropriate resources and will act with integrity and consistency to support the intention set out in this Memorandum of Understanding.
- 8.2. In the event that the Lead Authority needs to incur additional expenditure in order to administer the pool, any reasonable costs agreed by pool members should be the first call on the Net Retained Levy.

## **9. Lead Authority**

- 9.1. Leeds City Council will act as the Lead Authority for the Pool.
- 9.2. The responsibilities of the Lead Authority are:
- to make payments on behalf of the Pool to central government and Pool Members on time and in accordance with the schedule of payments,

- to liaise with and complete all formal Pool returns to central government on behalf of Pool Members,
- to keep Pool Members informed of all communications with central government,
- to manage the resources of the Pool in accordance with this MoU,
- to prepare reports and consolidate intelligence on future resource levels on behalf of the Pool for the consideration of the joint committee,
- to convene an urgent meeting of the joint committee if there is the possibility that the pool could make a loss.
- to prepare the annual report of the Pool's activity,
- to co-ordinate the annual review and refresh of the Pool's governance arrangements and the methodology for the allocation of resources,
- to consult on and administer a schedule of all payments in respect of all financial transactions that form part of the Pool's resources, and
- to lead on the timely provision of the information required, by Pool Members, in preparing their annual Statement of Accounts in relation to the activities and resources of the Pool.

9.3. To assist the Lead Authority in fulfilling this role, the responsibilities of individual Pool Members are:

- to make payments on time and in accordance with the schedule of payments,
- to provide accurate, timely information to the Lead Authority to enable all formal Pool returns to central government to be completed,
- to inform the Lead Authority, as soon as is practical, of any intelligence that may impact on the resources of the Pool either in the current year or in future years,
- to provide such information as the Chief Finance Officers agree is reasonable and necessary to monitor/forecast the Pool's resources within the timescales agreed,
- to provide such information as the Chief Finance Officers agree is reasonable and necessary on the use of the Pool's resources for inclusion in the Pool's annual report, and
- to provide accurate and timely information on the end of year financial performance of the business rates collection fund to enable the Lead Authority to calculate the end of year accounting entries needed.

## **10. Cash Management**

10.1. The governing principle for the cash management of the Pool is that no individual Pool Member, including the Lead Authority, should incur a cash flow gain or loss as a result of the transfer of funds between Pool Members.

- 10.2. The Pool will receive/pay interest annually on any retained resource at the average investment rate of the Lead Authority.
- 10.3. Interest will be calculated on an annual basis and allocated to Pool Members based upon a method agreed by the Chief Finance Officers.
- 10.4. Where the Pool is required to make a payment to the Secretary of State, each authority in the Pool is jointly and severally liable to make that payment.
- 10.5. Any late payment to or from the Secretary of State may be subject to a late payment interest charge at base rate plus 4%.

## **11. Allocation of Pool Resources**

### *Principles*

11.1. The allocation of resources will be based on the following principles.

- Each individual authority, will receive at least the same level of funding they would have received without the Pool. The remaining amount will be the “Net Retained Levy”.
- Any additional resource that is generated will be shared by pool members using the basis of allocation below. This allocation methodology looks to reward members of the pool for achieving business rate growth.
- The rationale for the Pool is to encourage economic growth therefore Pool Members are encouraged to use the additional resource to promote further economic growth.

### *Basis of Allocation*

11.2. The underlying basis of allocation is as follows:

- A - The running costs of the pool, if any, will be initially paid by the lead authority and will be re-imbursed to them from the Net Retained Levy.
- B - If after A, the Net Retained Levy is greater than £0 (i.e. the pool has made an overall gain), then the joint committee will make decisions as to how the Net Retained Levy is used to further regional economic growth.
- C - If after A and B, the remaining Net Retained Levy is greater than £0 (i.e. the pool has more Net Retained Levy than is required for the purposes of the decisions of the joint committee) then it becomes a Residual Benefit of the Pool and it will be shared out using the following apportionments: -
- i) 25% of the Residual Benefit will be allocated to all member authorities in proportion to the growth in Retained Rates Income above the Business Rates Baseline.
  - ii) 25% of the Residual Benefit will be allocated to all member authorities in proportion to the Individual Populations of Member Authorities.

- iii) 25% of the Residual Benefit will be allocated to the Pool's top up authorities – The City of Bradford Metropolitan District Council; The Metropolitan Borough Council of Calderdale; Kirklees Council; and the Council of the City of Wakefield and will be allocated between these councils in proportion to the top ups received from MHCLG in 2022/23.
- iv) The remaining 25% gain will be split among the Pool's remaining authorities (tariff authorities – Harrogate Borough Council, Leeds City Council and the City of York Council) based on business rates growth. This will be achieved by splitting the remaining 50% in proportion to the actual levy payment of the councils, had they acted individually.

D - Where the Residual Benefit of the Pool is less than £0, (i.e. where the Pool makes an overall loss) – the loss will be shared between all member authorities in proportion to their Baseline Funding Level.

11.3 Where a member authority ceases to exist before a final determination of their allocation from any residual benefit from the Pool is made, the determination will be made as if that member authority existed. If payment is subsequently due to the member the payment will be made to any successor organisation of the member authority.



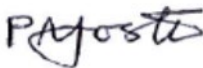



## **12. Review Arrangements**

12.1. A review and refresh of the Pool's governance arrangements and the methodology for the allocation of resources will be undertaken on an annual basis. It will be co-ordinated by the Lead Authority on behalf of the Chief Finance Officers and in sufficient time for any changes in Pool Membership to be in place before the start of the following financial year.



13. Signatories on behalf of the Pool

**[SIGNED BY ALL AUTHORITIES with electronic signatures]**

Authority name	Name of s.151 officer	Signature
City of Bradford Metropolitan District Council	Chris Chapman Director of Finance	
The Metropolitan Borough Council of Calderdale	Nigel Broadbent Head of Finance	
Harrogate Borough Council	Paul Foster Head of Finance	
Kirklees Council	Eamonn Croston Service Director, Finance and s151 Officer	
Leeds City Council	Victoria Bradshaw Chief Officer Financial Services	
The Council of the City of Wakefield	Neil Warren Chief Finance Officer	
City of York Council	Debbie Mitchell Corporate Finance and Procurement (Section 151 Officer)	