



Dinas a Sir Abertawe

Hysbysiad o Gyfarfod

Fe'ch gwahoddir i gyfarfod

Y Cabinet

Lleoliad: Siambr y Cyngor, Neuadd y Ddinas, Abertawe

Dyddiad: Dydd Iau, 21 Chwefror 2019

Amser: 10.00 am

Cadeirydd: Cynghorydd Rob Stewart

Aelodaeth:

Cynghorwyr: J E Burtonshaw, M C Child, R Francis-Davies, D H Hopkins, E J King, A S Lewis, C E Lloyd, J A Raynor a/ac M Thomas

Hefyd gwahoddwyd: W Evans a/ac M Sherwood

Mae croeso i chi ddefnyddio'r Gymraeg. Os dymunwch ddefnyddio'r Gymraeg, rhwch wybod i ni erbyn canol dydd ar y diwrnod gwaith cyn y cyfarfod.

Agenda

Rhif y Dudalen.

1. Ymddiheuriadau am absenoldeb.
2. Datgeliadau o fuddiannau personol a rhagfarnol.
www.abertawe.gov.uk/DatgeliadauBuddiannau
3. Cofnodion. 1 - 4
Cymeradwyo a llofnodi cofnodion y cyfarfod (ydd) blaenorol fel cofnod cywir.
4. Adroddiad (au) Arweinydd y Cyngor.
5. Cwestiynau gan y Cyhoedd.

Rhaid i'r cwestiynau ymwneud â materion ar ran agored agenda'r cyfarfod, ac ymdrinnir â hwy o fewn 10 munud.
6. Hawl i holi cynghorwyr.
7. FPR5 - Estyniad i'r prosiect Cynnydd a ariennir gan Gronfa Gymdeithasol Ewrop. 5 - 85

8.	Penodiadau Llywodraethwyr Awdurdod Lleol.	86 - 87
9.	Rhaglen Ysgolion yr 21ain Ganrif - adeilad newydd i Ysgol Gynradd Gorseinon	88 - 113
10.	FPR7 - Rhaglen Targedu Buddsoddiad Adfywio (TBA) Llywodraeth Cymru 2018-21.	114 - 133
11.	Rhaglen Ddatblygu - Cyfrif Refeniw Tai - Rhan 1.	134 - 146
12.	Dyfarniad Cyflog y Cyd-Gyngor Cenedlaethol ar Gyfer Gwasanaethau Llywodraeth Leol - 2019/20.	147 - 181

Cyfarfod Nesaf: Dydd Iau, 21 Mawrth 2019 ar 10.00 am

Huw Evans

Huw Evans

Pennaeth Gwasanaethau Democrataidd

Dydd Mawrth, 12 Chwefror 2019

Cyswllt: Gwasanaethau Democrataidd - Ffon: (01792) 636923

Agenda Item 3.



City and County of Swansea

Minutes of the Cabinet

Council Chamber, Guildhall, Swansea

Thursday, 17 January 2019 at 10.00 am

Present: Councillor R C Stewart (Chair) Presided

Councillor(s)

J E Burtonshaw
E J King
J A Raynor

Councillor(s)

M C Child
A S Lewis

Councillor(s)

R Francis-Davies
C E Lloyd

Apologies for Absence

Councillor(s): D H Hopkins and M Thomas

Also Present: Councillor C R Evans, T J Hennegan & M Sherwood.

127. Disclosures of Personal and Prejudicial Interests.

In accordance with the Code of Conduct adopted by the City and County of Swansea, the following interests were declared:

- 1) Councillor C E Lloyd declared a Personal Interest in Minute 138 "Local Authority Governor Appointments";
- 2) Councillor J A Raynor declared a Personal and Prejudicial Interest in Minute 138 "Local Authority Governor Appointments" and withdrew from the meeting prior to its consideration;
- 3) Councillor R Francis-Davies declared a Personal Interest in Minute 140 "Appropriation of Land at Oystermouth, Swansea".

128. Minutes.

Resolved that the Minutes of the meeting(s) listed below be approved and signed as a correct record:

- 1) Special Cabinet held on 14 December 2018;
- 2) Cabinet held on 20 December 2018.

129. Announcements of the Leader of the Council.

The Leader of the Council stated that the meeting was being recorded as part of testing for webcasting.

130. Public Question Time.

No questions were asked.

131. Councillors' Question Time.

No questions were asked.

132. Report of the People Policy Development Committee - Adverse Childhood Experiences.

The Chair of the People Policy Development Committee submitted a report, which summarised the Committee's work on Adverse Childhood Experiences (ACE's).

Resolved that:

- 1) The report be noted;
- 2) The way forward as set out in Paragraphs 6.1 and 6.2 of the report be agreed.

133. Co-operative Housing.

The Director of Place and the Chair of the Economy & Infrastructure Policy Development Committee jointly submitted a report, which provided an update on the work of the Committee supporting future Co-Operative Housing initiatives and sought approval of the Policy.

Resolved that:

- 1) The Co-Operative Housing Policy be approved;
- 2) Any subsequent perusal of future expressions of interest resulting from its publication be approved.

134. Complaints Annual Report 2017-18.

The Business, Transformation & Performance submitted an information report, which reported on the number, nature and outcome of complaints made against the Authority, together with details of lessons learned and service improvements. The Corporate Complaints Annual Report contained the following reports:

- Adult Social Services Complaints;
- Child & Family Services Complaints;
- Freedom of Information (FOI) Act;
- Regulation of Investigatory Powers Act (RIPA).

135. Coroner Pay Arrangements.

The Chief Legal Officer and Strategic Human Resources & Organisational Development Manager jointly submitted a report, which sought agreement to adopt

the Joint Negotiating Committee (JNC) Framework in assisting decision making when determining and setting Coroner pay.

Resolved that:

- 1) The JNC Framework and Pay Guidance for the purposes of setting Coroner's pay be agreed and adopted;
- 2) The salary level of the Senior Coroner for the City and County of Swansea and Neath Port Talbot be set at £127,000 gross p.a.;
- 3) The pay award be backdated to 1 November 2017 when the JNC Framework was published;
- 4) The Assistant Coroners daily rate remains at £400 per day.

136. Tender for the Provision of Home to School Transport Services.

The Cabinet Member for Education Improvement, Learning & Skills submitted a report, which detailed the outcome of recent tenders for Mainstream Home to School Transport services and sought approval to award contracts. The report seeks to comply with Contract Procedure Rules and to allow contracts to be arranged with Contractors, and for Schools and Parent to be notified.

Resolved that:

- 1) The tender prices recommended by the Tender Evaluation Panel and set out in Schedule B of the report be accepted as representing best value to the Council;
- 2) Contracts be awarded to the Companies as set out in Schedule B of the report.

137. Update on Progress for Education Department Priorities 2017-2018.

The Cabinet Member for Education Improvement, Learning & Skills submitted a report, which gave an update on the progress in meeting the priorities set for the 2017-2018 Academic Year and outline priorities set for the 2018-2019 Academic Year.

Resolved that:

- 1) The progress be noted.

138. Local Authority Governor Appointments.

The Local Authority Governors Appointment Group submitted a report, which sought approval of the nominations submitted to fill Local Authority (LA) Governor vacancies on School Governing Bodies.

Resolved that:

- 1) The following nominations recommended by the Director of Education in conjunction with the Cabinet Member for Education Improvement, Learning & Skills be approved:

1)	Danygraig Primary School	Stephen Mansell
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139. Exclusion of the Public.

Cabinet were requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendations to the report(s) on the grounds that it / they involve the likely disclosure of exempt information as set out in the exclusion paragraph of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 relevant to the items of business set out in the report(s).

Cabinet considered the Public Interest Test in deciding whether to exclude the public from the meeting for the item of business where the Public Interest Test was relevant as set out in the report.

Resolved that the public be excluded for the following item(s) of business.

(Closed Session)

140. Appropriation of Land at Oystermouth Road, Swansea.

The Cabinet Member for Environment & Infrastructure Management presented a report sought approval for the appropriation of land under Section 22 of the Local Government Act 1972 and the exercise of Section 203 of the Housing & Planning Act 2016 in relation to rights of light.

Resolved that the recommendations as detailed in the report be approved.

The meeting ended at 10.43 am

Chair

Call In Procedure – Relevant Dates	
Minutes Published:	17 January 2019
Call In Period Expires (3 Clear Working Days after Publication):	23.59 on 22 January 2019
Decision Comes into force:	23 January 2019

Agenda Item 7.



Cabinet Member for Education Improvement, Learning & Skills

Cabinet – 21 February 2019

FPR5 - Project Extension of European Social Funded (ESF) Cynnydd Project

Purpose:	To comply with Financial Procedure Rule No.5 (Budgetary Control) - to monitor and control revenue budgets effectively.
Policy Framework:	Quality In Education 2020
Consultation:	Access to Services, Finance, Procurement and Legal.
Recommendation(s):	It is recommended that: 1) Cabinet accept the additional European Social Fund (ESF) funds to extend the currently operating Cynnydd Project up to December 2022 (Phase 2).
Report Author:	Tracy Nichols
Finance Officers:	Aimee Dyer / Chris Davies
Legal Officer:	Debbie Smith
Access to Services Officer:	Catherine Window

1. Introduction

- 1.1 This report provides an update on the successful outcome of the revised Business Plan as submitted by the Regional Lead, Pembrokeshire County Council to WEFO in early 2018. This revised Business Plan sought to extend the delivery of the Cynnydd Project and support for our most vulnerable learners until the end of the 2022 academic year. See Appendix A for the revised business plan.

2. Background

- 2.1 As required under Specific Objective 2 (To reduce the number of those at risk of becoming NEET, amongst 11-24 year olds) under Priority 3 of the 2014-2020 West Wales and the Valleys ESF Operational Programme, the Cynnydd project is targeted at those young people who are identified as being at the very greatest risk of becoming Not in Education, Employment or Training (NEET) and to reduce this risk.
- 2.2 The project has been operational since September 2016 following the approval of the project in May 2016. On the 21st April 2016, Cabinet approved a report to accept the ESF grant offer for the participation and delivery of the Cynnydd Project on the basis of a letter of commitment from WEFO, details referred to as Phase 1 throughout this report.
- 2.3 In July 2017 WEFO contacted the Regional Project Lead in Pembrokeshire to invite the submission of a revised Business Plan in order to access an additional £11.5m ESF funding for the region which would allow the project to be extended to 2022. The revised Business Plan was submitted in May 2018.
- 2.4 On the 14th November 2018, communications were received from the Regional Lead team of the approval from WEFO of the project extension with an additional regional funding budget of £11.5m ESF to continue the project until December 2022. As a result of the additional funding and duration, increased participant engagement and outcomes will be required. Please see Financial Implications section for these details.
- 2.5 A new funding agreement will be issued by WEFO, which will require Pembrokeshire County Council as the Regional Lead to return a signed copy of the letter. Joint beneficiaries (partners) are not required to sign new declarations. See Appendix B for a copy of the letter.
- 2.6 Each young person referred onto the project will be assessed on their attendance, attainment and behaviour. Every participant referred to the project will receive a tailored package of intervention appropriate to their individual needs; with the aim of preventing them from disengaging from education and enabling the young people to access further education or employment when they leave school.

- 2.7 Pembrokeshire County Council is the Regional Lead for the project. There are a total of 11 partners in this regional project namely: Pembrokeshire County Council, Pembrokeshire College, Ceredigion County Council, Ceredigion College, Carmarthen County Council, Coleg Sir Gar, Swansea Council, Gower College Swansea, Neath Port Talbot CBC, Neath Port Talbot College Group and Careers Wales.
- 2.8 To date the project has supported learners in Swansea via dedicated Cynnydd Learning Coaches, and additionally support via procured provision sourced primarily via a Regional Framework and Local Frameworks.
- 2.9 Going forward, lessons have been learned from support provisions that have been in high demand and worked well. As such, the regional framework will not continue to be used for the extended duration. A working group was established in April 2018, where feedback was gathered to inform what support provision would be needed to further support this cohort of learners.
- 2.10 In July 2018 a bespoke framework of support provisions for the Cynnydd Project in Swansea was advertised via Sell2Wales. As the award of these contracts was dependent on the outcome of the project extension approval, the tender returns were evaluated and a Contract Award report was completed and approved in readiness for award. At the time of this report, letters confirming the tender evaluation have been issued to all tenderers to inform them of the outcome and contracts issued. A list of provisions sought and providers engaged as part of this tender exercise can be found as Appendix C.
- 2.11 As a result of the project extension, the delivery model will remain unchanged, including allocation to participant allocation, devolved budget and outcome allocation, but has been calculated using VAP data from 2017/18 to make it as current as possible for the project duration. The External Funding Team will continue to lead the project in close collaboration with the Education Department. Each school will have a dedicated Learning Coach resource, and a devolved budget in order to access procured provision as referred and set out in an Memorandum of Understanding. The External Funding Team will continue to ensure compliance and eligibility is delivered to mitigate the risk to the authority.

3. Financial Implications

3.1 Summary of Grant Award for Swansea, and Participant Allocation

	Total Project Cost	Total ESF Grant	Total Match Funding Required	Participant allocation
Phase 1 (2016-2018)	£2,358,684	£1,651,079 (70%)	£707,605 (30%)	780
Phase 2 (2018-2022)	£2,353,232	£1,647,262 (70%)	£705,970 (30%)	520
TOTAL for both Phases (2016-2022)	£4,711,916	£3,298,341	£1,413,575	1300

3.2 Summary of expected Outcomes

	Gaining a Qualification upon leaving	Reduced Risk of Becoming NEET
Phase 1 (2016-2018)	56	390
Phase 2 (2018-2022)	25	325
TOTAL for both Phases (2016-2022)	81	715

3.3 One of the fundamental changes to the revised business plan is the inclusion of being in EET (in education, employment or training) as evidence to support being at reduced risk of becoming of NEET outcome. This not only ratifies the work the young people and their support network have achieved for the vulnerable learners, but also improve the success of achieving or succeeding the WEFO targets.

3.4 Costs have and will continue to be charged to revenue cost centre 49106.

- 3.5 The staff time contribution to match funding will continue to be provided, alike Phase 1 requirements, by key workers in schools who already work with this cohort of young people. They will continue to support these pupils and refer them into Cynnydd intervention as required.
- 3.6 There will be no future revenue implications arising from the schemes other than potential redundancy costs that are included within the staff costs budget headings at the cessation and ultimate delivery of the scheme.
- 3.7 The grant must be claimed in accordance with the grant terms and conditions, as set out in the letter, Appendix B.

4. Legal Implications

- 4.1 Documentation prepared to support implementation of current collaborative arrangements will need to be reviewed against updated WEFO and related Welsh Government guidance, taking into account lessons learned from current implementation arrangements.
- 4.2 Generally the terms attached to EU Grant funding are legally binding and should be formally recorded in an appropriate document/contract with external delivery partners as required, to ensure that relevant risks and liabilities are transferred as appropriate as per existing SLA.
- 4.3 Procurement rules (both EU and the Council's) will have to be fully complied with in all respects, whether in relation to inter-authority services or the procurement of services from external delivery agents.
- 4.4 The Council will have to comply with all Conditions attached to the offer letters from Welsh European Funding Office.
- 4.5 The Council, together with all Authorities participating in this project, will need to ensure compliance with European state aid rules.
- 4.6 Any documentation entered into as referred to in this Report will have to contain any necessary clauses required by the Chief Legal Officer and Chief Finance Officer to protect the Council's interests so far as they are able.

5. Equality and Engagement Implications

- 5.1 The Cynnydd Business Plan details in specific ways how the equality issues are addressed as cross-cutting themes throughout implementation of the project.

These cross-cutting themes are:

- Equal opportunities and gender mainstreaming;
- Welsh language;
- Sustainable development; and
- Tackling poverty and social exclusion.

5.2 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.
- Our Equality Impact Assessment process ensures that we have paid due regard to the above

5.3 The City and County of Swansea will ensure it adheres to its duties in line with the Equality Act 2010 and Public Sector Duty for Wales. In addition, the City and County of Swansea will ensure that the UNCRC are embedded into policy and practice and due regard will be given to Children's Rights in the delivery of this project. As such, the Access to Services Team has confirmed that there is no requirement to undertake the City and County of Swansea's Equality Impact Assessment Process.

Background Papers: None.

Appendices:

- | | |
|-------------------|--|
| Appendix A | Revised Business Plan |
| Appendix B | Signed Grant Offer Letter |
| Appendix C | Framework provisions and appointed providers |

Operation Name:	Cynnydd
Case (operation) ID:	80833
Beneficiary:	Pembrokeshire County Council
Programme/Priority Axis/Specific Objective:	2014-2020 West Wales and the Valleys ESF Programme Priority - 3 Specific Objective -2
Date this version submitted:	5 th June 2018

*delete as applicable

Intention - to help beneficiaries clearly set out the changes that need to be made to the approved business plan, and focus on providing the information WEFO needs in order to complete the re-evaluation process

It is intended as a guide only, and beneficiaries should always engage with their PDO throughout the re-evaluation process, who will be able to provide more specific advice and support throughout the process.

If there are no significant changes to be made to a criterion, then beneficiaries can state there is no significant change to this section.

Executive Summary:

Brief description of the changes to be made and the reasons the changes are needed.

Include any changes to operation end date, changes to indicators and targets, total operation costs, income, intervention rate and total grant amount. Also summarise any other significant changes, for example the target cohort, key barriers or risks.

The Cynnydd Operation commenced on March 1st 2016 and is a three year project aiming to reach 4,500 young people at risk of becoming NEET with an end date of February 28 2019. Although the Operation officially commenced in March 2016 approval was not received until 25th May 2016. By that time some

partners had started delivering at risk but the majority of partners were unable to commence delivery until after approval was received. The work that all Beneficiaries are doing with participants revolves around the academic year which meant that significant delivery did not start until September 2016. We are seeking to extend until December 31 2022 and reach an additional 3,217 young people. This would allow partners to complete the academic year of 2018-19 instead of terminating at the end of the first term as is currently the case, continue on for another 3 additional academic years and allow sufficient time for an orderly close down of the Operation.

	Approved Values	Change	Re-profiled values
Operation Length (months)	36	46 (127%)	82
Total Operation Cost (£)	£19,047,312	£16,428,572 (86.25%)	£35,475,884
Total Eligible Operation Cost (£)	£19,047,312	£16,428,572 (86.25%)	£35,475,884
Total ESF Contribution (£)	£13,333,118	£11,500,000 (86.25%)	£24,833,119
Total Eligible Match Funding (£)	£5,714,194	£4,928,572 (86.25 %)	£10,642,765
Intervention Rate	70%	70 %	70 %

	Approved Values	Change	Re- profiled values
Participants engaged	4500	3217 (+71%)	7717
Qualifications gained	1150	9 (+0.07%)	1159
Participants at reduced risk of becoming NEET on leaving	3084	1686 (54%)	4770

CCT Programme Indicator			
Operations integrating sustainable development into awareness raising, education and training programmes.	0	1	1
CCT case level Indicators			
Positive action measure – young people	0	1	1
Occupational segregation Activity	0	1	1
Female participation in STEM	0	1	1
Develop an Eco Code	0	1	1
Develop a Travel Plan	0	1	1
Mentoring/Advocacy Activity	0	1	1
Volunteering Schemes	0	1	1
Developing / Engaging CCT Champions	0	1	1

Section 1 Core Criterion: Strategic Fit

Describe what changes are needed to make to the operation that impact on strategic fit, and the reasons for the changes, for example:

- a change in Welsh Government policy since the operation was approved that directly impacts on the operation, and therefore a change in delivery is needed to ensure alignment
- integration with other ESI Programmes that was not planned when the operation was approved
- implementation of transnational activity.
- changes to regional opportunities and priorities or the degree to which the operation aligns with them.

There are a large number of frameworks, policies and strategies that impact on Cynnydd, which are listed in the approved Business Plan. These still apply to the Operation and to any reprofile thereof.

Prosperity for All – The National Strategy

In September 2017 the Welsh Government published Prosperity for All – The National Strategy. This identified 5 priority areas – early years, housing, social care, mental health and skills, which have the potential to make the greatest contribution to long-term prosperity and well-being. These are areas where it has been shown that earlier intervention and more seamless services can make a real difference to people's lives. Cynnydd contributes directly to this strategy by working with young people to improve their skills and qualifications. However, even if an individual participant does not achieve a qualification directly through Cynnydd, if their risk of becoming NEET is reduced those young people are more likely to remain in education or training thereby improving their skills indirectly.

Further Strategic Criterion: Cross Cutting Themes

Describe what changes need to be made to the operation that impact on cross cutting themes, and the reasons for the changes, for example:

- changes in plans or additional evidence to deliver against CCT targets
- changes in organisational policy that impact on the operations contribution towards CCT objectives, indicators and targets

The current Cynnydd Business Plan was approved before comments were received from the Cross Cutting Theme team and consequently no indicators are shown on WEFO online. As a result of comments which were received later and subsequent discussions with the WEFO CCT team it has been suggested that the following indicators should be used for Cynnydd.

Programme Level Indicator

- Operations integrating sustainable development into awareness raising, education and training programmes.

Case Level Indicators

- Positive action measure – young people
- Occupational segregation activity
- Female participation in STEM
- Develop an Eco-Code
- Development of an organisational travel plan
- Mentoring / Advocacy activity
- Volunteering schemes
- Developing / engaging CCT Champions

In the current approved Business Plan it was stated that the SD Champion would work with the Wales Green Business Centre and Natural Resources Wales and other organisations as appropriate, to obtain advice and guidance in sharing and implementing the 'green agenda' across the operation. The Lead Beneficiary proposes to send out any updates on the green agenda as they are received but the existing wording in the Business Plan envisages a formal approach which is excessive for this Operation so we are not suggesting including it as a case level indicator. All Beneficiaries have contributed towards developing a Travel Plan and Eco Code for the Operation, which covers the relevant aspects of the green agenda. Sustainable development is a key policy within each of their organisations.

Further Strategic Criterion: Suitability of Investment

Describe what changes need to be made to the operation that impact on the suitability of investment, and the reasons for the changes, for example:

- changes to mainstream or other ESF provision available for target participants that means that impacts on the operation
- if changes are being made to the delivery model, what impact this will have on the operation's target cohort, sectors, barriers or activities.

There are no changes which are being made which will impact on the suitability of the investment. The only changes with regard to the delivery model relate to procurement which is dealt with in Section 2 below.

Section 2 Core Criterion: Delivery

Describe what changes need to be made to the delivery model, and the reasons for the changes, for example:

- change to end date of the operation and why it is needed
- integration with other provision, including ESF
- any changes to procurement
- any changes in joint beneficiaries and why
- any other changes to the delivery model
- changes to the primary risks of the operation.

The extension of this Operation to December 2022 would result in a further 3,217 participants being assisted through Cynnydd. It was originally anticipated that Cynnydd would deliver over a period of 36 months. However the approval process took longer than anticipated which resulted in a delay before partners were able to commence delivery. This delay was aggravated by constraints of the academic year with some partners not being in a position to commence delivery until the start of a fresh academic year. As a consequence of this the Operation has been behind delivery profile both in terms of finance and outputs since approval. A further extension of both time and finance would allow us to reach even more students who are at risk of becoming NEET.

Procurement

Local Authority partners will continue to procure for training for participants. The way in which this will be done will change from a regional to a local basis. More details on this are contained below under **Further Delivery Criterion: Management of Operation.**

Joint Beneficiaries

On the 1st August 2017, Coleg Ceredigion became a subsidiary of Coleg Sir Gar. Both organisations remain as separate legal structures with separate bank accounts for the purpose of externally funded projects. As far as the delivery of Cynnydd is concerned both colleges are operating individual projects which address their particular local needs. The delivery and management of each project is separate.

Delivery Model Changes

When the Regional Procurement Framework was drawn up there was a specific Lot relating to emotional support and therapy specifically, emotional, social & behavioural difficulty support, cognitive behaviour therapy, attachment therapy and substance misuse support. No suitable bids were received under this Lot and therefore no provision was able to be made for this activity under the Framework. Individually some LA partners requested and received permission from WEFO to recruit an educational psychologist or other staff with similar expertise to deliver this activity in-house. These staff members are now in place and this activity will continue to be delivered in-house.

Training will continue to be procured but will be on a local basis rather than through a Regional Framework.

All partners were asked to profile expenditure until December 2022 with delivery taking place until the end of the academic year 2021-22. All partners apart from Coleg Sir Gar, City & County of Swansea and Neath Port Talbot College Group had to reduce the level of activity they were able to undertake with participants in order to meet the allocated budget available. Gower College Swansea has not reduced the activity level but instead has chosen to deliver only until the end of the academic year 2020-21.

Other changes are as follows:-

Neath Port Talbot College Group

The approved Business Plan included the use of directly funded Principal Lecturers' time to help with more academic interventions, claiming their hours

via timesheets. Since the commencement of the Cynnydd Operation the College has been finalising its post-merger restructuring and as a result of this the post has been removed from the Academic School management team structures. One year into the delivery of the Cynnydd project and after reviewing the performance and demand for Cynnydd support, the College finds there is an unfulfilled need for specialist support amongst those young people with mental health needs and who in addition have significant emotional, social and behavioural difficulties. We intend to use the money originally allocated to Principal Lecturers to fund a Resilience Officer. This equates to 18.5hrs pw, term time only (36wks) on scale 6, starting in Sept 2018.

NPTCG intend to use the additional transition allocation of budget (see Section 3) to pay for an extra Transition and Retention Coordinator (TRC) for 20hrs pw, on scale 4, full year.

In addition to intensive interventions / pastoral care provided by TRCs NPTCG shall be offering Level 1 Agored qualifications to young people to improve their employability skills. This will be delivered in small groups throughout the academic year.

Coleg Sir Gar

The original delivery model included two main strands. These are the Mentoring strand and support focused on Monitoring & Tracking and Study Skills support. The uptake on study skills support has been less than anticipated whereas the mentoring strand has proven to be very effective in supporting those at greatest risk. There is also an increased demand due to mental health, emotional and behavioural issues which need to be addressed. It is therefore proposed to reduce the study skills support strand and employ additional mentors together with a Cynnydd Resilience Counsellor. This would be a new full time role and will work closely with the Mentors.

Pembrokeshire College

Cynnydd mentors provide additional bespoke support to participants which is mainly pastoral but can include a range of interventions including housing

support, financial capability and support, strategies to improve behaviour and attitude, online safety awareness, time management, advocacy, mental health support and other supportive interventions. The delivery model will remain fundamentally the same moving into the extension period with mentors linked to faculties however there will be an additional focus on attendance introduced from December 2017 and a programme of preventative work on emotional resilience with the aim of avoiding crisis and the need for acute interventions.

City & County of Swansea

Swansea Council will continue to deliver to Cynnydd participants as planned at the outset of the Cynnydd Operation however it has become clear that an additional 1 FTE Learning Coach will be required to work directly with the PRU which has a high allocation of pupils at risk of becoming NEET. In addition with the high number of schools involved in the Cynnydd Operation there is a requirement for an additional 0.5 FTE European Officer in the central team. To date, the current staffing structure for the back office, and quality and performance role has been under a significant level of strain to support the 14 schools and Cynnydd Learning Coaches involved in the project. The operational model for Swansea is large, but targeted for individuals involved in the project and the back office/central team within the EFT needs to be of an appropriate scale to support it successfully.

The changes in Neath Port Talbot College Group resulted from a change in their organisational structure but apart from that the changes outlined above are due to our experience in delivery and management of the Operation to date. At the outset of the Operation it was only possible to estimate the level of support that would be required in different areas and these proposed changes in staffing levels are based on experience of delivery to date. The evaluation of the Operation has not yet taken place so we are not able to incorporate any recommendations the evaluators may have in terms of delivery model.

Further Delivery Criterion: Indicators and Outcomes

Set out clearly the changes to the targets, showing current targets, achievement to date, and the requested change.

- Provide a clear rationale to support the need for the changes, explaining what is changing and why, and how you will achieve the revised indicators
- Provide a revised Delivery Profile for all indicators (your PDO will provide you with a template). This includes extensions to operation end date.

	Participants Approved	Achievement to Date	Reprofiled Participants
Pembrokeshire County Council	533	394	889
Pembrokeshire College	266	228	443
Ceredigion County Council	431	271	688
Coleg Ceredigion	149	56	248
Carmarthenshire County Council	707	254	1178
Coleg Sir Gar	301	132	604
City & County of Swansea	780	498	1300
Gower College Swansea	390	232	865
Neath Port Talbot County Borough Council	661	294	1102
Neath Port Talbot College Group	300	86	400

In the currently approved Business Plan, Cynnydd had 3 result indicators namely:-

1. Participants at risk of becoming NEET (11-24) at reduced risk of becoming NEET upon leaving
2. Participants at risk of becoming NEET (11-24) in education/training upon leaving
3. Participants at risk of becoming NEET (11-24) gaining qualifications upon leaving

Of these 3 indicators the second was removed by WEFO before approval as it was acknowledged it would be difficult to evidence that any such result was only due to participation within Cynnydd.

Considerable discussion took place with regard to evidencing the first of these results (participants at reduced risk of becoming NEET upon leaving) and the following 3 measures were proposed:-

- 1) Sustained improvement in the pattern of attendance for at least 3 months (12 weeks) by 10%
- 2) Achieving expected level of attainment which would be demonstrated by:-
 - a. Key Stage 3: Reading and numeracy scores (comparison year on year) and/or gaining 1 or more qualification directly through the Operation and/or maintaining or improving current level
 - b. Key Stage 4: Attaining Level 1 or L2i Thresholds; Capped Wider points (WBQ “included” and “Capped 9” from 2017 and/or gaining 1 or more qualification directly through the Operation and/or maintaining or improving current level
 - c. Post 16: Achieving current programme of study and re-tiering from Tier 4 into Tier 5
- 3) Reduced number of exclusions and/or number of exclusion days

It was agreed that any one of these measures together with a recorded improvement in the participant's wellbeing would be sufficient to evidence a reduced risk of becoming NEET. However it was acknowledged that there was very little research and/or evidence to help with the task of defining how to set a measure to record and evidence reduced risk of becoming NEET and that therefore, we would expect to review this approach to measuring reduced risk within the first 12 months, and have some flexibility within the operation to make any necessary changes or adaptations. We are now 24 months into delivery of the Operation so a review is overdue.

Although the existing measures are working well they do not capture all instances where a participant is at reduced risk of becoming NEET. For example:-

- 1) A participant leaves college before completing their course of study and moves into an apprenticeship, other work based learning or employment.
- 2) A participant leaves school without gaining any direct qualification through the Operation and gains an apprenticeship with an employer through whom they had a work placement via Cynnydd.
- 3) A participant leaves school, having undertaken vocational training through Cynnydd and enters college to do a full time course in such training.
- 4) A participant undertakes workplacements/ volunteering or employability support so has a CV and interview skills which would not have been in place without support from Cynnydd.

We would therefore propose the following in addition to the existing 3 measures for reduced risk

- 1) Entering an apprenticeship, work based learning or other full time training
- 2) Entering FE college for full time course (but exiting Cynnydd)
- 3) Entering employment
- 4) Undergoing employability training e.g. work placement/ CV, interview skills training.

Please note we are not suggesting that entering employment or education/training should be results in themselves but rather they should be evidence of a reduced risk of becoming NEET.

Qualifications Achieved

The number of qualifications offered by each partner varies considerably. This is due to the local need and way in which Cynnydd is being delivered in the different areas. There was some misunderstanding among partners when the original targets were submitted to WEFO as some Beneficiaries thought that

they could claim the GCSE or other qualifications that their participants were working towards as qualifications gained as a result of the Operation. Consequently some partners have now reduced the number of qualifications they will be declaring. Our FE partners, apart from Neath Port Talbot College Group, do not work directly with students to achieve qualifications through Cynnydd but instead support them to achieve on the courses they are enrolled on. NPTCG is seeking to deliver Level 1 Agored units in Employability Skills for their participants. For the Local Authority partners there is a varied approach. In both Pembrokeshire and Ceredigion part of the Cynnydd delivery team are working directly with many participants to deliver BTEC and Agored Units whereas this is not the case within the other Local Authorities. For example, Carmarthenshire County Council are only working with a small percentage of participants in the Carmarthenshire Secondary Teaching and Learning Centre who attend a bespoke alternative curriculum. Qualifications that are gained by this group will be wholly due to any Cynnydd intervention. In addition Carmarthenshire will deliver some Level 1 awards. It is these differences in approach that account for the varying profiles with regard to this result among the Joint Beneficiaries.

Achievements to Date

When the paperwork and database were established for Cynnydd at the outset of the Operation the information for the results achieved were included in the Destination Form which was completed when participants exited the Operation. This was due to the wording of the results which are all based on the situation when a participant exited the Operation. After discussions with WEFO we have now revised our database to include a tab for Progression Data where partners can include information on any qualifications achieved during the time the participant is still engaged with the Operation which will enable the reporting to more accurately reflect the situation.

Result	Current Target	Achieved to date	Proposed Target
Participants at risk of becoming NEET (11-24) at reduced risk of becoming NEET upon leaving	3084	243	4602
Participants at risk of becoming NEET (11-24) gaining qualifications upon leaving	1150	216	1159

Further Delivery Criterion: Management of Operation

Describe the changes need to be made to any aspects of the management of the operation and the reasons for the changes, for example:

- Changes to key staff
- Changes to procurement processes

There are no changes to the management structure within Pembrokeshire County Council, the Lead Beneficiary. The management structure of Strategic Regional Board (meeting every 3 months) and the Regional Operational Board (comprising the Project Managers of each Beneficiary) is working well. At the outset of the Operation the Regional Operational Group was meeting every month but this has now reduced to every two months. The Lead Beneficiary carries out participant checks with all Joint Beneficiaries and this gives an opportunity to discuss any individual issues that may have arisen with that Beneficiary at that time. All areas hold Local Project Board meetings which are attended by the LA & FE Joint Beneficiaries and Careers Wales advisors.

Project Management in Carmarthenshire

At the outset of Cynnydd delivery the project manager for Carmarthenshire County Council was seconded for 2 days a week (40% FTE) to Coleg Sir Gar in the same role. This worked very well at the beginning of delivery as sharing a project manager between the 2 Joint Beneficiaries contributed to communication between them and a seamless, united approach towards tackling the issues of young people at risk of becoming NEET in the unitary authority area. However as the number of young people engaged in the Operation increased, particularly within the Local Authority, the workload

became too much for one individual and each partner has now employed a full time Project Manager. They continue to have regular local project board meetings which facilitates communication between them.

Procurement

A Regional Framework for training providers was established for Cynnydd which will come to an end on 28th February 2019. There is no intention to either extend or renew this framework. The framework was never used by the FE partners and was not used by all LA partners. It was difficult to establish the parameters of the framework at the outset as each partner had differing requirements. It has proved difficult in practice to source the training required for varied reasons e.g. the small number of participants requiring a particular course has meant that course is very expensive or no suitable provider is on the framework for a particular area. Neath Port Talbot CBC has not used the Regional Framework at all as they do not feel it meets the needs of their participants. It is proposed that each Beneficiary will now be responsible for their own procurement of training which will either be by establishing specific local Cynnydd Frameworks or will be drawn from existing local training frameworks.

Section 3 Core Criterion: Financial & Compliance

Set out any proposed changes to the funding package with an accompanying narrative to explain the changes, as well as any changes that may impact on due diligence, for example:

- Changes to procurement or State Aid within the operation
- Revenue generation
- Changes to total costs, ESF, match funding and intervention rate and the reasons for the changes
- Changes to joint beneficiary arrangements

Partners will continue to procure training provision (although not through a Regional Framework) as outlined in the original Business Plan apart from one change with regard to emotional support and therapy as outlined in Section 2 above.

In apportioning the funds between partners to extend this Operation until December 2022, the additional sum of £11.5m ESF was used as this was the amount indicated as being available. It should be noted that the majority of partners had to reduce their delivery to participants in order to fit within this sum. If partners were to continue to deliver the same interventions as at present a further sum of £1,408,520 ESF would be required. This would enable partners to achieve further outputs with participants.

In allocating the proposed amount available for an extension and reprofile to partners the number of participants each partner intended to work with was taken into account however it is acknowledged that FE partners may be working with participants who were already enrolled on the Operation through another partner. An adjustment was therefore made to the allocation to reflect these Cynnydd participants transitioning to college. The changes to the funding package are set out in the table below. The additional funds requested will allow for delivery to a further 3217 participants.

CYNNYDD	£'000s					
	Project Costs		Total costs	Financing		
	Existing Budget	Additional Funds		Co-Financing	ESF	Total
Pembrokeshire CC Central Costs	641	457	1,098	329	769	1,098
Pembrokeshire CC	1,697	1,904	3,601	1,080	2,521	3,601
Pembrokeshire College	997	995	1,992	598	1,394	1,992
Ceredigion Council	1,584	1,545	3,129	939	2,190	3,129
Coleg Ceredigion	571	632	1,203	361	842	1,203
Carmarthenshire County Council	2,229	2,213	4,442	1,333	3,109	4,442
Coleg Sir Gar	941	1,005	1,946	584	1,362	1,946
City & County of Swansea	2,359	2,353	4,712	1,414	3,298	4,712
Gower College Swansea	1,180	1,404	2,584	775	1,809	2,584
Neath Port Talbot CBC	2,100	2,081	4,181	1,254	2,927	4,181
Neath Port Talbot Group of Colleges	932	646	1,578	473	1,105	1,578
Careers Wales	3,816	1,194	5,010	1,503	3,507	5,010
TOTAL	19,047	16,429	35,476	10,643	24,833	35,476

Further Financial Criterion: Value for Money

Set out the impact that the changes to the operation will have on value for money and why, for example:

- Changes to costs linked to activity and indicators and why this has changed
- Any changes to any cost benefit analysis carried out in the current business plan
- Affect of any changes to finances and targets on for example total cost per participant or total cost per outcome.

Cynnydd was approved with total funds of £19,047,312 to work with 4,500 participants which equates to £4,233 per participant. This proposed extension will bring that total to £35,476,884 which will be used to deliver interventions to 7,717 participants which equates to £4,597 per participant. There is therefore an increase of £364 per participant. This small increase reflects the increased amount of time that will be spent with some participants as the extension will enable them to remain on the Operation for longer. With many of these participants the issues affecting them are complex and wide-ranging and the ability to work with them over a longer period of time will more likely result in a sustainable outcome in the long-term.

Further Financial Criterion: Long Term Sustainability

Describe what impact if any the changes to the operation will have on the long term sustainability, for example:

- Changes made to the delivery model that have the potential to carry on beyond ESF funding
- Changes to any closure plans in place

There are no changes to the long term sustainability as outlined in the Business Plan. The profiling of both outputs and financials is reflected in a closure period following from any transition activity that partners will be undertaking over the summer period.

Swyddfa Cyllid Ewropeaidd Cymru
Welsh European Funding Office
Swyddfa'r Prif Weinidog
Office of the First Minister



Llywodraeth Cymru
Welsh Government

Jon Haswell
Pembrokeshire County Council
Economic Development Division
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP

15 November 2018

Operational Programme: ESF West Wales and the Valleys European Social Fund 2014 - 2020

Operation Number (Case ID): 80833

Operation Name (Case Name): Cynnydd

Beneficiary's Company/ Charity Registration Number: n/a

WEFO Contact Name: Gareth Evans

Contact Tel: 0300 062 2317

Contact e-mail: GarethO.Evans@gov.wales

Dear Mr Haswell

1. Award of Financial Support

(a) We are pleased to inform you that your application for financial support (Financial Support) from the ESF has been successful. Financial Support up to the following amounts is awarded to you:

- (i) ESF Priority 3, £24,833,122 (twenty four million, eight hundred and thirty three thousand, one hundred and twenty two pounds).

Your application is approved only on the basis of the plans for the Operation set out in the Business Plan Version 3, dated 6 June 2018 and the Delivery Profile Version 1, dated 12 July 2018 agreed by us. We must also remind you of your commitments in respect of the Cross Cutting Themes; please see Condition 26.



Swyddfa Merthyr Tydfil - Merthyr
Tydfil Office
Rhydycar Business Park
Merthyr Tydfil
CF48 1UZ

Ffon/Tel: 0300 062 2317
E-Bost/E-Mail:
GarethO.Evans@gov.wales

- (b) If you have any queries in relation to this award of Financial Support or the Conditions, please liaise with the WEFO Contact who will be able to help you.
- (c) The Structural Funds Regulations require us to provide you with a document setting out the conditions for support for the Operation including the specific requirements concerning the products or services to be delivered, the financing plan, and the time-limit for execution. This letter sets out these requirements, together with the agreed Business Plan and Delivery Profile. If you are unsure of what we expect to be delivered, the approved financial support or the time period, you should speak to your WEFO Contact and should not sign this agreement until fully understood.

2. Statutory authority and State aid

- (a) This award of Financial Support is subject to the Conditions, and is made by an official in the administrative division of the Welsh Government known as Welsh European Funding Office ('WEFO') under the authority of the Welsh Ministers. The award of Financial Support is made pursuant to the Structural Funds (Welsh Ministers) Regulations 2014, 2014 No. 92(SI). The Welsh Ministers have designated WEFO to carry out the managing and certifying authority functions in relation to the Structural Funds programmes in Wales.
- (b) The award of Financial Support is subject to compliance with the European Commission's State Aid Rules by all undertakings that receive State Aid from the Operation. Further details of the specific State Aid Rules applicable to the Operation are contained in Schedule 4. You are responsible for ensuring that the Operation is delivered in line with the State Aid rules upon which the Financial Support is awarded.
- (c) You must comply with the Structural Funds Regulations. These Conditions have been prepared so that they reflect, so far as possible, your responsibilities under the Structural Funds Regulations. However, you are responsible for ensuring that the Operation is delivered in accordance with the Structural Funds Regulations. Links to the full texts of the Structural Funds Regulations are available on the following website:

http://ec.europa.eu/regional_policy/information/legislation/index_en.cfm

3. Interpreting these Conditions

The terms which are used in these Conditions are defined in Schedule 10. You must familiarise yourself with the terms prior to reading the content of this letter.

4. What you must use the Financial Support for:

- (a) You must use the Financial Support solely to manage and implement the Operation in accordance with the details described in your Business Plan, Delivery Profile and any Special Conditions (if applicable).
- (b) You must achieve the Targets set out in Schedule 1.
- (c) Any change to the nature and/ or use of the Operation, including any change:
 - (i) that alters the nature of the Operation;
 - (ii) to the Delivery Profile;
 - (iii) to the Operation's use, location, its financing or ownership inclusive of any proposed change to your constitution and
 - (iv) to the Mobilisation Phase and Milestone Dates of the Operationwill require our written consent, which must be obtained from us before implementing any change. Please note that we are not obliged to provide consent but we will consider all reasonable requests.
- (d) The amount of Financial Support payable is calculated as a proportion of the Eligible Expenditure up to the maximum level as set out below. The Financial Support shown below is the maximum payable regardless of any increase in total Eligible Expenditure which result from changes to the Operation:

Financial Support for REVENUE expenditure

Eligible Expenditure (revenue costs)- ESF:	£35,475,888
ESF maximum Financial Support (EU grant) payable:	£24,833,122
Rate of Financial Support (as a percentage of ESF Eligible Expenditure):	70.000002%
Flat rate financing for Indirect Costs (for selected beneficiaries – see Delivery Profile)	15%
Flat rate financing for Indirect Costs and Direct Costs other than eligible staff costs (for selected beneficiaries – see Delivery Profile)	40%
Total Cost of the Operation (Eligible and Ineligible Expenditure)	£35,481,786

- (e) The Delivery Profile contains full details of the Total Cost of the Operation and approved Eligible Expenditure for the Operation, the phasing of the income and expenditure of the Operation and the agreed funding arrangements for the Operation

- (f) Subject to the Conditions, the Financial Support will only be paid in respect of Eligible Expenditure incurred and Paid Out by a Beneficiary and/ or depreciation charges and contributions in-kind, (other than Simplified Costs approved by us and outlined at Schedule 8).
- (g) The award of Financial Support contained in this letter is conditional upon no expenditure having been incurred or Paid Out before the Start Date, unless specifically agreed and confirmed in writing by us and identified as Retrospective Expenditure or Preliminary Expenditure in the Delivery Profile.
- (h) The amount of Financial Support referred to above is stated as being a maximum, the total Financial Support payable will be reduced to reflect any underspend in relation to the Operation and/ or if there is a change in the overall financial package which reduces the need for Financial Support.

5. Financial Support pre-conditions

- (a) We will not pay any Financial Support to you until you have provided us with the following information/ documentation:
 - (i) a signed copy of this letter;
- (b) Where a Mobilisation Phase has been agreed for the Operation, you will have to attain agreed milestones, prior to undertaking any delivery of the Operation. The milestones will be specified in your Business Plan and/ or Delivery Profile and will be set against agreed timelines. We will pay Financial Support to you, during the Mobilisation Phase, where we are satisfied with the attainment of each individual milestone.

6. How to claim the Financial Support

- (a)
 - (i) You must follow the rules on how to claim the Financial Support as set out in '2014-2020 Claiming Arrangements – Instructions for lead beneficiaries'.
 - (ii) We will make reasonable efforts to pay claims promptly but we do not accept any liability in respect of loss attributable to any delay in the payment of claims or attributable to any suspension, reduction or cancellation of Financial Support. In accordance with Article 132 of Regulation EU 1303/2013, we will pay you the amounts due in full and no later than 90 days from the date of submission of the payment claim, subject to the specific exceptions set out in the same Article.
 - (iii) We will not make any payment until we receive a satisfactory Claim Form.

- (iv) We will retain 10% of the total amount of Financial Support (unless otherwise specified in the Delivery Profile) until the Operation has been completed to our satisfaction and we have received a satisfactory final Claim Form and, where applicable, an independent external evaluation report. The final Claim Form must be submitted to WEFO within 3 weeks following the Financial Completion Date or within 3 weeks of the date of acceptance of this award of Financial Support, whichever is later.
 - (v) In the event of a shortfall in match funding contributions to the Operation, you must provide additional funding from your own resources before we will make any payment of Financial Support.
- (b) Advance payments from WEFO
- (i) You must comply with the WEFO guidance document entitled '2014- 2020 Claiming Arrangements –Instructions for lead beneficiaries', when making a claim for payments of Financial Support in advance.
 - (ii) If you are entitled to claim payments of Financial Support (whether for yourself or on behalf of joint beneficiaries) in advance this will be reflected in the Delivery Profile. The need for advance payments will be reviewed by us at regular intervals.
 - (iii) If you are not a public sector organisation and if so requested by us, you must submit copies of annual audited accounts within 6 months of the end of each financial year. The notes of the accounts must specifically itemise Financial Support receipts.
 - (iv) If you are not a public sector organisation, you must submit your management accounts, profit and loss statement (or equivalent), for the previous six months, a balance sheet as at the date of submission, and cash-flow for the previous six months and projected six months) to us on a quarterly basis for the duration of the Operation. The management accounts may be submitted in your usual format. For the avoidance of doubt, we may, if necessary, request further information or explanation of the documents provided. The date for the first submission of management accounts may be chosen by you but shall be no later than 6 months from the date of this letter. If any Joint Beneficiary is in receipt of advance payments and is not a public sector organisation, you must obtain copies of the management accounts for all such Joint Beneficiaries and provide these to us on a quarterly basis as outlined above.

7. Your general obligations to us

You must:

- (a) safeguard the Financial Support against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation whether or not it relates to the Financial Support has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable domestic, EU or international laws or regulations or official directives;
- (c) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Operation. We reserve the right to require you provide proof of your insurance. These arrangements must, at least, indemnify and keep indemnified us and our employees, servants, agents or sub-contractors from and against any and all actions, claims, costs, losses (including consequential loss, economic loss and loss of profit, revenue and goodwill), damages, demands, expenses (including legal costs and expenses on a solicitors own client basis) charges and other liabilities of whatsoever nature and howsoever arising as a result of or in connection with the Financial Support or the termination of the Financial Support for whatsoever reason including but not limited to:
 - i. death or personal injury; and/ or
 - ii. loss of or damage to any property; and/ or
 - iii. financial loss arising from any advice given or omitted to be given by you; and/ or
 - iv. any claim made against the Welsh Ministers by a third party arising out of or in connection with the Operation to the extent that such claim arises out of the breach, negligent performance or failure or delay in the performance of this letter by you; and/ or
 - v. any loss which is caused directly or indirectly by any act or omission by you in relation to the Operation
- (d) co-operate fully with any of our employees or the Welsh Government or consultants appointed by us to monitor, review or evaluate your use of the Financial Support and your compliance with these Conditions, including complying with any reasonable deadlines regarding requests for information concerning the Operation;
- (e) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no Litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) the information contained in the Business Plan is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing financial support to you;
- (e) you have discussed and agreed the Business Plan, Mobilisation Phase and Delivery Profile with us and you are confident that the financial and physical targets contained therein are realistic and achievable.
- (f) the Manager of the Operation is fully aware of the requirements, including but not limited to, technical and accounting requirements involved in implementing the Operation on your behalf.
- (g) you have the necessary systems, including but not limited to technical and accounting systems, in place to enable you to fully comply with the Conditions.
- (h) you shall take appropriate steps to ensure that neither you nor any of your Personnel are placed in a position where there is or may be an actual conflict, or a potential conflict, between you and/ or your Personnel's financial and/ or personal interests and your obligations set out in the Conditions. You will disclose to us in writing full particulars of any such conflict of interest which may arise as soon as possible after becoming aware of it.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either (i) notify you that we consider that the Notification Event is not capable of remedy or (ii) if we consider that the Notification Event is capable of being remedied seek to discuss the Notification

Event with you with a view to agreeing a course of action to be taken to address the Notification Event.

(c) We will be entitled to take any of the actions listed in Condition 9(d) if:

- (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
- (ii) we notify you that the Notification Event is not capable of remedy; or
- (iii) a course of action to address the Notification Event is not agreed with you; or
- (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
- (v) the course of action fails to remedy the Notification Event to our satisfaction.

(d) If any of the circumstances set out in Condition 9 (c) occurs we may by notice to you:

- (i) withdraw the award of Financial Support ; and/ or
- (ii) require you to repay all or part of the Financial Support immediately; and/ or
- (iii) suspend or cease all further payment of Financial Support and/ or
- (iv) make all further payments of Financial Support subject to such conditions as we may specify; and/ or
- (v) deduct all amounts owed to us under these Conditions from any other financial support that we have awarded or may award to you; and/ or
- (vi) exercise any other rights against you which we may have in respect of the Financial Support.

(e) All repayments of Financial Support must be made to us on demand.

(f) Where amounts are due to be repaid to the European Commission and late payment by you results in the European Commission applying interest on the overdue amounts in accordance with Article 147 of Regulation EU 1303/2013, we reserve the right to pass on this interest charge to you.

(g) If any part or all of the Financial Support paid to the you is unlawful State aid, we shall be entitled to recover such State aid in full on demand together with compound interest calculated in accordance with Commission Regulation (EC) No 794/2004 of 21 April 2004 from the you and/or any third party recipient of the Financial Support.

10. Operations Generating Net Revenue

Operations Generating Net Revenue must comply with the rules on the treatment of revenue set out in our document entitled, 'WEFO Eligibility

rules and conditions for support from the European Structural Funds 2014-2020'. The applicable rule that applies to your Operation is 'Revenue Rule D'

If your Operation is not a RGP but your Operation activities directly generate revenue during its implementation period, your Operation's eligible costs must be reduced/ offset by the amount of the net revenue received, this will reduce the amount to EU grant payable.

Any payment you receive arising from a contractual condition on a breach of contract between you and third parties (i.e. contractual penalties) or has occurred as a result of the withdrawal of an offer by a third party chosen in public procurement rules (i.e. deposit) is not considered as revenue and does therefore not need to be deducted from the your Eligible Expenditure (you keep all of such receipts).

You must inform us of such receipts as soon as possible and no later than in the final payment claim that you submit to us.

If only part of your total Operation costs are eligible costs, you only need to apply a proportion of the revenue. The net revenue should be allocated pro-rata to the eligible and non-eligible parts of the total Operation costs.

You only need to tell us about revenue generated during the Operation implementation period - you do not need to inform us of any revenue generated beyond the implementation of your Operation.

11. Principles of Sound Financial Management

You must apply the Principles of Sound Financial Management whilst delivering the Operation.

12. Monitoring

Schedule 7 contains a summary of the general monitoring responsibilities and responsibilities of the Welsh Ministers relating to the audit, verification and investigations of the Structural Funds.

(i) You must:

- (a) provide us, and/ or the Welsh Ministers, with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions [including without limit:
 - i) Participant Evidence folders
 - ii) Expenditure evidence

- (b) meet with the WEFO Contact and such other of our representatives as we may from time to time reasonably require; [including without limit:
 - i) Regular quarterly review meetings.
 - ii) Inception meeting within 3 months of the start date.

- iii) Ad-Hoc meetings to discuss issues or risks identified
 - iv) Meetings with WEFO teams, such as payments etc to provide clarification etc.
- (c) ensure that the Manager of the Operation (or such other person as we may agree) together with any other person we may require attends all meetings with the WEFO Contact.

13. Audit requirements

- (a) You must:
- (i) in accordance with Article 125(4)(b) of Regulation (EU) No 1303/ 2013 maintain either a separate accounting system or an adequate accounting code for all financial transactions relating to the Operation, in order to facilitate the verification of expenditure by the European Union and national authorities. All payments must be supported by appropriate documentation; appropriate documentation includes, but is not limited to, receipted invoices, bank statements and organisational ledgers. Our document entitled, 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020' sets out the full audit trail and documentation requirements.
 - (ii) ensure that your separate accounting system or your adequate accounting code is able to distinguish between ERDF and the ESF activity and its associated financial transactions, if the Operation has been approved to use Cross Fund Flexibility.
 - (iii) where you are managing or implement activities that contribute to more than one specific objective, you must ensure that you maintain separate audit trails and documentation for each specific objective.
 - (iv) without charge, permit any officer or officers of WEFO, the Welsh Government, Wales Audit Office, European Commission, the European Court of Auditors or European Anti Fraud Office at any reasonable time and on reasonable notice being given to you to visit your premises and/ or to inspect any of your activities and/ or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Financial Support. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require and to require

those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

14. Inventory of Assets

- (a) You are responsible for establishing and maintaining an inventory of all Assets of the Operation with a cost greater than £5,000 irrespective of its location or ownership.
- (b) The inventory must contain, at least, the:
 - i) date that the Asset was purchased, acquired, constructed or enhanced
 - ii) brief description of the Asset;
 - iii) price paid, or attributable cost, net of any VAT;
 - iv) location of the title deeds (if applicable);
 - v) serial or identification number;
 - vi) location of the Asset;
 - vii) Depreciation charged to date (if applicable) and the resulting net book value of the Asset;
 - viii) date of sale, disposal or destruction; and
 - ix) sale proceeds (if applicable), net of any VAT.

15. Financial corrections

We are (1) responsible for investigating any Irregularity and (2) entitled to make financial corrections in accordance with Article 143 Regulation (EU) No 1303/ 2013 and any guidelines issued by the European Commission regarding Articles 143-147 inclusive of Regulation (EU) No 1303/ 2013. Where we make such corrections we reserve the right to apply either a flat-rate or extrapolated correction in the same way that the European Commission applies a flat-rate or extrapolated correction pursuant to Article 144 Regulation (EU) No 1303/ 2013. We also reserve the right to take into account the principles regarding financial corrections contained in the Commission Delegated Regulation (EU) No 480/ 2014.

16. Research and evaluation

- (a) You must follow the rules regarding the level of data to be collected during the management and the implementation of the Operation relating to:
 - (i) participants of an ESF Operation, and/ or

The rules are set out in our documents entitled:

- 'Monitoring and Evaluation plan - Guidance', and
- ESF: Priority 3: Youth Employment and Attainment

and comply with Regulation (EU) No 1301/ 2013 and Regulation (EU) No 1304/ 2013.

and comply with Regulation (EU) No 1301/ 2013 and Regulation (EU) No 1304/ 2013.

- (b) You must undertake an evaluation of the Operation as agreed in the Monitoring and Evaluation Plan and provide us with a copy of the evaluation by the date specified in the Delivery Profile.
- (c) Where you obtain an evaluation report from a third party in draft form, you must ensure that you immediately notify us in writing of the existence of that draft report. We have the right to obtain from you a copy of the draft report, and to discuss the draft report with the author of that report without further reference to you.
- (d) In accordance with the requirements of Condition 6 (a)(iv), in the case of an Operation where the Financial Support is over £2 million (or €2.3m if your Financial Support award is denominated in euros), we shall retain 10% of the Financial Support, pending receipt of an independent external evaluation report which is to our satisfaction. The final 10% of Financial Support will not be payable unless this Condition 16 (d) is fulfilled.
- (e) We, or independent contractors acting on our behalf, may ask you to co-operate with us in carrying out research and evaluation in respect of the Operation and/ or Operational Programme. You must comply with all such reasonable requests.
- (f) We will publish all Operation costs (forecast and actual) and indicators (forecast and achieved) at intervals which we consider appropriate.

17. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, any Joint Beneficiaries and/ or your Personnel).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party, including Joint Beneficiaries.
- (c) You must ensure that:
 - (i) the relationship between all third parties, including Joint Beneficiaries, involved in the Operation is fully documented and sets out the role and functions each organisation will undertake in progressing the Operation;

- (ii) any third party, including Joint Beneficiaries, involved in the Operation complies with the requirements of Conditions 13 and 19.
 - (iii) any third party, including Joint Beneficiaries involved in the Operation puts in place adequate management and control arrangements to ensure the regularity, legality and propriety of Eligible Expenditure declared to you for inclusion in the claim for re-imbursement made to us.
 - (iv) Joint Beneficiaries confirm that they have been made aware of and fully understand the Conditions of this agreement within 20 Working Days of your receipt of this letter. Provision for this has been made at Schedule 3.
- (d) You must not delegate any of the responsibilities set out in this agreement to any third party.
 - (e) If you intend to declare and claim the Eligible Expenditure of third parties, including Joint Beneficiaries, we will pay you the associated Financial Support and you must then distribute the payments due to the Joint Beneficiaries in full and without delay. Similarly, if we agree to provide advance payments in relation to the planned expenditure of a Joint Beneficiary, you must distribute the advance payments to a Joint Beneficiary without delay.
 - (f) You must ensure that Conditions 9 (g) and 13(iv) are enforceable directly by the Welsh Ministers against third party recipients of the Financial Support under the Contracts (Rights of Third Parties) Act 1999 by inserting replicas of Conditions 9 (g) and 13(iv) (with appropriate modifications as the context so requires) in each arrangement of whatever nature with the third party recipients of the Financial Support.

18. Match funding (co-financing of Eligible Expenditure)

- (a) You must inform any public or private body providing match funding towards the Operation or to whom an application for match funding has been made, that the Operation has received Financial Support, or will receive support, from the Structural Funds.
- (b) You must inform us of any public or private entity providing match funding towards the Operation.
- (c) You must immediately inform any public or private entity providing match funding towards the Operation of any changes to the match funding requirements arising from changes and/ or virements within the Operation.

19. Retention of records

- (i) In accordance with Article 140 of Regulation 1303/2013, you must ensure that all supporting documentation and audit trails relating to activities and expenditure supported by the Financial Support is available to us, the European Commission and European Court of Auditors. This includes documentation held at third party locations such as Joint Beneficiaries, contractors or off-site storage facilities. The total Eligible Expenditure for the Operation will determine the retention period, (the "Retention Period") and we shall inform you in writing of the start date and expiry date of the Retention Period. The Retention Period is without prejudice to the State Aid Rules which may require a longer retention period. All supporting documentation may need to be maintained until at least 31 December 2026 but since it is unclear what Retention Period will apply to the Operation, you must retain all supporting documentation until we inform you of the applicable Retention Period.
- (ii) You must ensure that all supporting documentation is retained and maintained in an acceptable format and/ or held on commonly acceptable data carriers, until expiry of the Retention Period. Further guidance is provided in the WEFO document entitled, 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020'.

20. Data protection

- (a) You must comply with the provisions of the Data Protection Act 2018 ("DPA 2018"). You must provide us with information, including personal data (as defined in the DPA 2018), about any third party participants assisted/ supported by the Operation.
- (b) You must inform all participants supported by the Operation in writing that their personal data will be passed to us or any contractor acting on our behalf for the purposes of research, evaluation and verification regarding Financial Support from the Structural Funds. You must explain that this may involve linking participants' personal data collected as part of the Operation with other personal data held on the participants by other organisations – this will only be done for research and evaluation purposes. You must also inform all participants that their personal data may be passed to any third party you appoint to undertake the evaluation referred to in Condition 16 (b). Details of the personal data that you must pass to us for all participants is set out in our Monitoring and Evaluation guidance. Participants have the right to refuse to provide special category data (as defined in the DPA 2018) to be collected. In these cases you must keep documentary evidence that you have attempted to collect special category data.
- (c) Any data you provide to us in relation to the Operation will be held by us and processed in accordance with the requirements of the DPA

2018. The Welsh Ministers are registered as a data controller on the Information Commissioner's public register of data controllers under the registration number Z7107446.

- (d) The data you provide to us will be held on a database and will be processed by us for the purposes of progressing applications and claims for Financial Support from the Structural Funds and for the purposes of research, evaluation and verification. The information provided may be shared with UK Government Departments, Welsh Government Sponsored Bodies, agencies (inclusive of fraud prevention agencies) for the purposes of audit, research, meeting statutory obligations and for the prevention and detection of fraud. Personal data will not be made public in any way that identifies individuals. Certain data will be passed to the European Commission in compliance with Structural Funds Regulations.
- (e) Data may also be passed to Welsh Government support contractors for the purpose of resolving system problems. These contractors will not be permitted to make any other use of these data.
- (f) If any person on whom data are held wishes to request details of their personal data being held on our central database they may contact our Helpline on 0845 010 3355.
- (g) Please refer to Schedule 12 which provides details of your obligations in respect of the General Data Protection Regulation (Regulation (EU) 2016/679) (the 'GDPR').

21. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the DPA 2018.
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Financial Support to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/ or
 - (ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view at: <https://gov.wales/docs/caecd/publications/180518-privacy-notice-en.pdf>

22. Publicity

You must comply with the information and publicity requirements set out in Article 115 and Annex XII of Regulation 1303/2013, Commission Implementing Regulation (EU) No 821/ 2014 of 28 July 2014 and with the requirements set out in Condition 22 below. In particular you must:

- (a) consent (by signing this letter) to your name, the name of the Operation, the aim(s) and purpose(s) of the Operation, the outputs and results of the Operation, the location and, following the Financial Completion Date, the total amount of Financial Support paid in respect of the Operation, being published, electronically or otherwise, by us.
- (b) inform those taking part in the Operation, including participants, businesses/ organisations/ enterprises and contractors that they are benefitting from the Financial Support from the European Union e.g. written acknowledgement of Financial Support and use of logo for enrolment, attendance documents or certificates, documents awarding Financial Support or/ contracts to businesses and tenders.
- (c) display a permanent commemorative plaque (provided by us) and at least one poster (minimum size A3) at a location readily visible to the public e.g. site entrance/ reception area, where the Operation is being delivered.

The poster template will be provided by us and must highlight:

- the name of the Operation,
 - the main objective of the Operation,
 - the amount of Financial Support from the EU;
 - the Structural Fund from which Financial Support has been awarded i.e. European Social Fund or European Regional Development Fund;
 - the statement, 'EU Funds: Investing in Wales',
 - the emblems/ logo of the European Union and the Welsh Government (provided by us)
- (d) publish a short description of the Operation on your website (where such a website exists), including its aims and results, the Financial Support from the European Union, the name of the Structural Fund from which the Financial Support has been awarded and the emblem/ logo of the European Union and the Welsh Government. The logo (provided by us) must be in a prominent and accessible format on your website.
 - (e) where the total public contribution to the Operation exceeds EUR 500,000 and the Financial Support is being used to finance infrastructure or construction works, you must:

- (i) during the implementation of the Operation display a temporary billboard with the emblem/ logo of the European Union and the Welsh Government (provided by us), covering at least 25% of its area and containing:
 - the name of the Operation ,
 - the main objective of the Operation,
 - the fund from which Financial Support has been awarded;
 - the statement, 'EU Funds: Investing in Wales',
 - the emblem/ logo of the European Union and the Welsh Government (provided by us).
- (ii) within 3 months of the Completion Date of the Operation, display a permanent billboard in an external location readily visible to the public, using a design/ template provided by us. The billboard will include:
 - the name of the Operation,
 - the main objective of the Operation,
 - the fund from which Financial Support has been granted,
 - the statement, 'EU Funds: Investing in Wales'
 - the emblem/ logo of the European Union and the Welsh Government (supplied by us), which should cover at least 25% of the signage area
- (f) upon request by us, provide us with photographs (as defined in the Copyright, Designs and Patents Act 1988) (content, style and format to be specified by us) relating to the Operation to enable us to compile a library of photographs to be used in publicity material from time to time, the aim of which is to promote how the Structural Funds are creating benefits for the people and communities of Wales.
- (g) upon request from us, provide us with case studies which can be used in publicity material to promote the impact of the Operation and the achievements of European Union programmes.
- (h) refer to the European Regional Development Fund/ European Social Fund delivered through the Welsh Government prominently in the main body of press notices promoting the Operation.
- (i) ensure that all information and publicity materials are fully accessible and available to a wide and diverse audience in accordance with your duties under the Equality Act 2010 and that the standards outlined in the Welsh Language (Wales) Measure 2011 are adopted. This includes ensuring that all materials such as publications, websites and toolkits supported by the Structural Funds can be made available bilingually and in other accessible formats, where it is reasonable and not disproportionate to do so.

23. Buying goods and services

You must buy all goods and services required for the Operation in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds. This includes in compliance, where applicable, with the Procurement Legislation, and in accordance with the European Union Principles set out in Schedule 5. Specific rules and procedures are set out in our document entitled, 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020'.

24. Giving notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

"Notice in relation to the c80833 Cynnydd WWV".

- (b) The address and contact details for the purposes of serving notice under these Conditions are as follows

You: Manager of the Operation at the address stated in Schedule 10.

Us: the WEFO Contact at the address stated in Schedule 10.

- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post:	on the second Working Day after the date of posting.
By hand.	upon delivery to the address or the next Working Day if after 4pm or on a weekend or public holiday.
By email attachment:	upon transmission or the next Working Day if after 4pm or on a weekend or public holiday.

25. Welsh language

- (a) Subject to Condition 25(b), where the Operation requires you to deliver a service to another person, or where you are required to deal with another person in connection with the delivering of services to

that person (or a third party), you must ensure that you promote the use of the Welsh language in accordance with all service delivery and record keeping standards (the Welsh Language Standards) which may be set out from time to time by the Welsh Ministers in accordance with the Welsh Language (Wales) Measure 2011.

- (b) Notwithstanding Condition 25(a), we may, by providing you with notice in writing, inform you that any of the Welsh Language Standards relating to service delivery are not applicable to the Operation in such circumstances where we feel that it would be unreasonable or disproportionate for the particular Welsh Language Standard to apply.

26. Cross Cutting Themes

When carrying out the Operation, you must:

- (a) comply with our guidance relating to the Cross Cutting Themes, copies of which can either be obtained from WEFO's Website or by telephoning our Helpline on 0845 010 3355;
- (b) comply with the requirements regarding:
 - (i) Equal Opportunities and Gender Mainstreaming and non discrimination as set out in Article 7 of Regulation 1303/ 2013;
 - (ii) the Welsh Government's Strategic Equality Action Plan;
 - (iii) the Welsh Language (Wales) Measure 2011;
 - (iv) Sustainable Development set out in Article 8 of Regulation 1303/ 2013, and as a central organising principle for the Welsh Government;
 - (v) Tackling Poverty and Social Exclusion as set out in the EU Platform Against Poverty and Social Exclusion, Europe 2020 Flagship Initiative and the Welsh Government Tackling Poverty Action Plan.
 - (vi) the Well Being of Future Generations Act 2015, where applicable.
- (c) You must ensure that the requirements of the Cross Cutting Themes are passed onto anyone else contracted to deliver the Operation and that a lead person in your organisation is identified as being accountable for implementation of the Cross Cutting Themes.

27. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, these Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh

Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

28. General

- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter. We may unilaterally amend these Conditions at any time to reflect changes in any relevant legislation, the documents and guidelines referred to in these Conditions, our processes and/ or the Operational Programme.
- (d) You must follow our guidelines as updated from time to time. It is your responsibility to ensure the continued compliance of the Operation with these documents and guidelines by taking account of any amendments to these documents and guidelines.
- (e) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (f) Conditions 7, 8(h), 9, 12, 21, and 28(f) and such other Conditions which by implication need to continue in force beyond the final payment of Financial Support will so continue in full force and effect.
- (g) The award of the Financial Support is to you alone and no one else is entitled to make any claim in respect of the Financial Support or seek to rely on or enforce any of these Conditions.
- (h) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.
- (i) If any uncertainty or a dispute of any nature arises in connection with the intended meaning of any Condition, we shall determine the meaning to be given to that disputed provision and our decision shall be final.

- (j) You must notify all Joint Beneficiaries of any amendment or variation to these Conditions and obtain their confirmation that they have been made aware of and fully understand the changes.

29. How to accept this award of Financial Support

- (a) To accept this award of Financial Support you must sign and return a copy of this letter to us. None of the Financial Support will be paid to you until we have received your signed letter.
- (b) We must, unless otherwise agreed, receive your signed letter within 20 Working Days of the date of this letter, or this award of Financial Support will automatically be withdrawn.
- (c) If you become aware that you will not be able to comply with the Start Date, you must notify us immediately. In these circumstances we reserve the right to withdraw the offer of Financial Support even if you have accepted the offer of Financial Support in accordance with this Condition 29.

Yours sincerely,



Signed by Dean Langley

Priority Controller, ESF Employment and Young People

under authority of the Cabinet Secretary for Finance, one of the Welsh Ministers

Schedule 1

Targets

Output Indicators	Target
SO3.2 - Participants at Risk of becoming NEET (11-24 years of age)	7,717
- <i>female</i>	3,192
- <i>male</i>	4,525

Immediate Result Indicators	Target
Participants at risk of becoming NEET (11-24) at reduced risk of becoming NEET upon leaving	4602
Participants at risk of becoming NEET (11-24) gaining qualifications upon leaving	1159

If there is any conflict between the Conditions and the Delivery Profile, we shall determine which document shall take precedence and such determination shall be final.

Schedule 2

Notification Events

1. You or any of your Personnel fails to adhere to the Principles of Sound Financial Management;
2. You fail to notify us immediately when you became aware (or should reasonably have become aware) of any Litigation;
3. The Financial Support, in full or in part, has not been or is not being used for the purposes of the Operation;
4. There has been a material change in the match funding, nature, scale, costs, funding, ownership or timing of the Operation;
5. Where the Financial Support comprises an investment in infrastructure or productive investment, and at any point between the Start Date and the expiry of five years from the final payment to you (the time period of five years will be reduced to three years from the final payment of the Financial Support to you, where the Operation concerns investments and/ or jobs created by SMEs), or within any period of time set out in the State Aid Rules, the Operation is subject to:
 - (a) a cessation or relocation of a productive activity outside of the programme area; or
 - (b) a change in ownership of an item of infrastructure which gives to any person or any private or public body an undue advantage; or
 - (c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives;
6. Where the Financial Support does not constitute State Aid and the Operation comprises an investment in infrastructure or a productive investment, and at any point between the Start Date and the expiry of 10 years from the final payment of the Financial Support to you, the productive activity is subject to relocation outside the European Union. This provision shall not apply to SMEs;
7. You have entered into a contract with a third party in relation to the Operation before the Start Date unless specifically agreed and confirmed in writing by us. We may agree if the cost constitutes and is identified as Retrospective Expenditure or Preliminary Expenditure in the Delivery Profile and if it is Eligible Expenditure which has not been incurred before 1 January 2014;
8. At any point between the Start Date and the expiry of five years from the final payment of the Financial Support to you an Asset is used for purposes other than the purposes of the Operation and/ or you dispose of an Asset in any way;

9. If it becomes apparent that the Financial Support exceeds the relevant ceiling on contributions from the Structural Funds, as set out in Article 120 of Regulation 1303/ 2013;
10. There is unsatisfactory progress towards completing the Operation, including meeting the Targets and requirements of the Delivery Profile;
11. You have failed to take sufficient measures to investigate and resolve any Irregularity of which you are aware;
12. You fail to provide information about the Operation requested by the Welsh Ministers, us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
13. Any part of the Operation has already been paid for out of funds originating from the European Commission (other than the Financial Support);
14. If the European Commission or any competent court decides that any part of or all of the Financial Support should be withheld, reduced, cancelled or recovered;
15. In the event that any audit check identifies circumstances whereby a full or partial de-commitment of Financial Support is due;
16. You owe money to us or any European Community institution in respect of any other operation;
17. We have reason to believe that you and/ or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity during the lifetime of the Operation;
18. Repayment of any part of the Financial Support is required under European Law (whether under State Aid Rules or otherwise);
19. You fail to comply with any of the Conditions;
20. We have made an overpayment of Financial Support to you;
21. Any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
22. You fail to provide the data referred to in Condition 20.
23. Any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
24. A receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;

25. A moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
26. You are unable, or admit in writing your inability, to pay your debts as they fall due;
27. Any distress, execution, attachment or other process affects any of your assets;
28. A statutory demand is issued against you;
29. You cease, or threaten to cease, to carry on all or a substantial part of your business;
30. Any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

Schedule 3

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Schedule 4

State Aid

No State Aid

Of the Financial Support £24,833,122 has been awarded on the basis that the Financial Support does not constitute State Aid within the meaning of Article 107(1) of the Treaty on the Functioning of the European Union.

Schedule 5

Procurement Legislation and European Union Principles

1. The Procurement Legislation applies to contracts for works, supplies, services and utilities let by contracting authorities or subsidised contracts let by organisations who are not contracting authorities, as defined in the Procurement Legislation and explained in the rules issued by WEFO entitled, 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020'.
2. The Procurement Legislation requires contracts above certain thresholds to be advertised in the Official Journal of the European Communities. Bids for contracts must be assessed on an objective basis and contract awards must be published in the Official Journal of the European Union.
3. If you are a contracting authority and the contract is below the thresholds stipulated in the Procurement Legislation, you must comply with the European Union Principles.
4. If you are not a contracting authority, you must use fair and open practices, including competitive tendering, when entering into contracts of any kind for which you intend to claim funding from the Structural Funds.
5. You must use the Welsh Government's sell2wales (<http://www.sell2wales.gov.uk>) in respect of the Operation when appropriate. You must refer to the guidance issued by us regarding the use of this website.
6. In addition to the requirements outlined in Conditions 1, 2, 3, 4, and 5 of this Schedule 5, you must notify the WEFO Contact:
 - (a) as soon as you become aware of any likely procurement activities within the delivery of the Operation;
 - (b) before any tender opportunities are advertised on sell2wales;
 - (c) of the result of any procurement exercise as soon as it has been completed and provide:
 - (i) an explanation of the choice of the successful contractor(s);
 - (ii) details of the number of contractors whose service have been procured and the sectors to which those contractor(s) relate;

- (d) of any changes undertaken through procurement to the delivery arrangements or contractor base within the Operation; and
 - (e) of the sources of match funding of the Operation following the completion of any procurement exercise.
7. On our request, you must provide the WEFO Contact with:
- (a) a copy of the tender report; and
 - (b) details of the tenderer(s).
8. Where it is not possible to comply with the requirements of Conditions 6 and 7 of this Schedule 5 due to the fact that the procurement process pre-dates the Business Plan, you must provide us with any information we require, which was not provided in the Business Plan, within 6 weeks of the date of the acceptance of the Conditions.
9. Further guidance regarding procurement is available on the following website: <http://prp.wales.gov.uk>

Schedule 6

Special Conditions

N/A

Schedule 7

Summary of monitoring requirements

(refer to Conditions 12 and 13 of this letter)

1. Regulation 1303/2013 sets out general provisions for financial control of the Structural Funds.
2. The general responsibilities of the managing, certifying, and audit authorities are set out in detail in the Structural Funds Regulations and the Operational Programme.
3. The following text is a **summary only** of the monitoring requirements of the Structural Funds Regulations and is not a substitute for Regulation 1303/2013, the Implementing Acts or the Operational Programme.
4. The general measures that we shall take in carrying out our responsibilities in accordance with the Principles of Sound Financial Management shall include but are not limited to or by the following:
 - (i) carrying out verifications to cover administrative, financial, technical and physical aspects of the Operation, as appropriate. Verifications will ensure that the expenditure declared by you is real, that the Operation has been delivered in accordance with the Conditions, that the applications for reimbursement by you are correct and that the Operation and expenditure comply with European Union and national rules. Verifications will include procedures to avoid double financing of expenditure with other European Union or national schemes, administrative checks in respect of each application for reimbursement by you and on-the-spot checks of the Operation;
 - (ii) ensuring that on-the-spot verifications are carried out on a sample basis. We will keep records which describe and justify the sampling method and identifying the Operations selected for verification. We will review the sampling method each year;
 - (iii) ensuring that you and third parties involved in the Operation maintain either a separate accounting system or an adequate accounting code for all transactions relating to the Operation;
 - (iv) ensuring that audit trails comply with the requirements of Article 25 of the Commission Delegated Regulation (EU) No 480/ 2014;
 - (v) drawing up and submitting to the Commission certified statements of expenditure and applications for payment of Financial Support;
 - (vi) certifying that the statement of expenditure is accurate, results from reliable accounting systems, is based on verifiable supporting documents, expenditure declared complies with the applicable European Union and national rules and has been Paid Out in respect

of the Operation in accordance with the criteria applicable to the Operational Programme;

(vii) ensuring audits are carried out on the Operation to verify expenditure declared, in accordance with Article 148 of the Common Provisions Regulation;

(viii) preventing, detecting and correcting Irregularities and recovering amounts unduly paid together with interest on late payments where appropriate; and

(ix) ensuring that you have adequate monitoring systems in place so that your Claim Forms in respect of the Operation only include Eligible Expenditure Paid Out in the periods to which the Claim Forms relate.

5. WEFO is responsible for providing assurance to the European Commission that Operations have been selected in accordance with the Operational Programme and implemented in accordance with the Conditions. All expenditure declared must be in compliance with European Union and national rules and correspond to the accounting records and supporting documents held by you. In order to verify that these requirements are being met the Welsh Ministers acting through the Welsh Government's Corporate Governance and Assurance Division will audit the documentation and records held by a sample of beneficiaries from across each of the operational programmes. This sample will be selected annually, using a sampling methodology that has been agreed with the European Commission.

Schedule 8

SIMPLIFIED COSTS

1. Eligible Expenditure must be declared on the basis of Simplified Costs for the costs listed below:

INDIRECT COSTS 15% of direct staff costs – for Pembrokeshire County Council, Carmarthenshire County Council and City and County of Swansea

2. You must calculate the Eligible Expenditure for Indirect Costs by applying a **flat-rate of 15% to applicable direct staff costs**.
3. The legal basis of the 15% flat-rate is set out in article 68.1(b) of Regulation (EU) 1303/ 2013.
4. The percentage rate is fixed and will not change during the implementation of the Operation.
5. The full terms and conditions for applying the flat-rate, including definitions of 'applicable direct staff costs' are explained in our document called 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020'. You must familiarise yourself with these rules and if you are unable to accept the conditions, should notify your WEFO Contact so that Indirect Costs can be removed from your Delivery Profile.
6. Where we inform you that we are satisfied that the activities of any Joint Beneficiary also give rise to Indirect Costs, the flat-rate percentage also applies to the applicable direct staff costs of each Joint Beneficiary.
7. The flat-rate percentage is designed to cover all potential Indirect Costs and therefore you must not declare any additional Indirect Costs as Eligible Expenditure even if actual, paid out costs.
8. Audit, verifications and investigations may audit the accounting records of beneficiaries to obtain general information about actual costs for cost items that are reimbursed using Simplified Costs but this will only be for statistical purposes or to gather data to assess the adequacy of the Simplified Cost rates. Such audits will however have no direct consequences for beneficiaries that are audited, even if the actual costs turn out to be lower.

ALL INDIRECT and DIRECT COSTS 40% of eligible direct staff costs – for Ceredigion County Council, Neath Port Talbot County Borough Council, Coleg Ceredigion, Pembrokeshire College, Coleg Sir Gar, Gower College Swansea, Neath Port Talbot Group of Colleges and Career Choices Dewis Gyrfa LTD.

9. You must calculate the Eligible Expenditure for all Indirect Costs and direct costs, other than applicable direct staff costs, by applying a **flat-rate of 40% to eligible direct staff costs**.
10. The legal basis of the 40% flat-rate is set out in Article 67(1)(d) and 5(d) of Regulation (EU) 1303/ 2013 and Article 14(2) of Regulation (EU) 1304/ 2013.
11. The percentage rate is fixed and will not change during the implementation of the Operation.
12. The full terms and conditions for applying the flat-rate, including definitions of 'applicable direct staff costs' are explained in our document called 'WEFO Eligibility rules and Conditions for support from the European Structural Funds 2014-2020'. You must familiarise yourself with these rules and if unable to accept the conditions, should notify your WEFO Contact so that Indirect Costs and direct costs can be removed from your Delivery Profile.
13. Where we inform you that we are satisfied that the activities of any Joint Beneficiary also give rise to Indirect Costs, the flat-rate percentage also applies to the eligible direct staff costs of each Joint Beneficiary.
14. The conditions set out in this schedule apply to your Eligible Expenditure as well as Eligible Expenditure declared for Joint Beneficiaries.
15. Audit, verifications and investigations may audit the accounting records of beneficiaries to obtain general information about actual costs for cost items that are reimbursed using Simplified Costs but this will only be for statistical purposes or to gather data to assess the adequacy of the Simplified Cost rates. Such audits will however have no direct consequences for beneficiaries that are audited; even if the actual costs turn out to be lower.

Records and other documentation to support the flat-rate costs

You and any Joint Beneficiary applying the flat-rate must:

- keep detailed records and other supporting documents to prove that the costs to which the flat rate applies are eligible i.e. applicable direct staff costs fully comply with the applicable eligibility conditions set out in our 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020'.

- keep a record of the 15% calculations together with a list, of any applicable direct staff costs that were excluded when performing the 15% calculation and the reasons why.

Schedule 9

DOCUMENTS AND GUIDELINES

Copies of the documents listed below can either be obtained from our Website or by telephoning our Helpline on 0845 010 3355

WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020

Delivery Models guidance

Detailed Guidance on using simplified costs

ERDF Cross Cutting Themes Key Guidance and Matrix 2014-2020

ESF Cross Cutting Themes Key Guidance and Matrix 2014-2020

Welsh Government State Aid Unit, How to use a GBER Regional Aid Scheme, Version 1, October 2014

Monitoring and Evaluation plan - Guidance

ERDF Indicator definitions: Priority Axis 1: Research and Innovation

ERDF Indicator definitions: Priority Axis 2: SME Competitiveness

ERDF Indicator definitions: Priority Axis 3: Energy

ERDF Indicator definitions: Priority Axis 4: Connectivity and Urban Development

ESF Indicator definitions: Priority Axis 1: Poverty indicator definitions

ESF Indicator definitions: Priority Axis 2: Skills for growth

ESF Indicator definitions: Priority Axis 3: Youth Employment & Attainment

Information and Publicity Guidelines 2014-2020

2014-2020 Claiming Arrangements – Instructions for Lead Beneficiaries

General Data Protection Regulation (GDPR) 2018 and Structural Funds

Schedule 10

Interpreting these Conditions (refer to Condition 3 of this letter)

you, your, Beneficiary – means Pembrokeshire County Council, County Hall, Haverfordwest, Pembrokeshire, SA61 1TP awarded Financial Support to initiate, or initiate and implement, the Operation.

we, us, our – means WEFO;

WEFO Contact means

Gareth Evans
Project Development Officer
WEFO
Welsh Government
Rhydycar Business Park
Merthyr Tydfil
CF48 1UZ

Tel: 0300 062 2317

Email: GarethO.Evans@gov.wales

Manager of the Operation means (the person appointed by you to implement the Operation)

Sarah Berry
Pembrokeshire County Council
Economic Development Division
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP

Tel: 01437 776175

Email: sarahberry@pembrokeshire.gov.uk

Authorising Contact Officer means (means the person with the financial authority to approve your application for funding. If your application is successful they will be asked to sign this letter)

Jon Haswell
Pembrokeshire County Council
Economic Development Division
County Hall
Haverfordwest
Pembrokeshire
SA61 1TP

Tel: 01437 775839

Email: jon.haswell@pembrokeshire.gov.uk

You must inform us immediately if the person/s named above cease to be responsible for managing the Operation on your behalf, whether on a temporary or permanent basis.

Asset – means a tangible asset acquired, built or improved, financed in whole or in part by the Financial Support. Please refer to Condition 14 for further details regarding the inventory of assets.

Business Plan – means version 3, dated 6th June 2018 of your Business Plan relating to the Operation prepared by you and approved by us on 15th November 2018.

Claim Form – means a summary of costs at the level of sub-category of expenditure which is supported by a list of individual payments and receipts (transaction list), together with a progress report.

Completion Date of Operation – means the date specified in the Delivery Profile for the final completion of the Operation. The Operation must be physically completed or fully implemented and all related payments have been made by you and the Financial Support has been paid to you by this date.

Conditions – means the terms and conditions set out in:

(i) this letter;

(ii) the **Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13** attached to this letter;

(iii) the documents and guidance referred to in this letter and the **Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13** attached to this letter and any other documents or guidance published by WEFO and made known to you. (These documents and guidance may be amended by WEFO from time to time. For the avoidance of doubt, it is your responsibility to ensure the continued compliance of the Operation with these documents and guidance by taking account of any amendments to these documents and guidance);

(iv) the Business Plan;

(v) the Monitoring and Evaluation Plan; and

(vi) the Delivery Profile.

If there is any conflict between any of the documents referred to in (i) to (vi) above, we shall determine which document shall take precedence and such determination shall be final.

Cross Cutting Themes – means the themes of Equal Opportunities and Gender Mainstreaming, Sustainable Development, Tackling Poverty and Social Exclusion. Please refer to Condition 26 for further details.

Cross-Fund Flexibility – means that the ERDF and ESF may finance, in a complementary manner, activities falling within the scope of assistance from the other fund, provided that they are necessary for the satisfactory

implementation of the Operation and are directly linked to it. Details of any cross fund flexibility in relation to the Operation are contained in the Business Plan and Delivery Profile. The use of Cross-Fund Flexibility is subject to the eligibility criteria set out in the rules issued by WEFO entitled 'Eligibility rules and conditions for support from the European Structural Funds 2014-2020'.

Delivery Profile - means version 1 of a document agreed on 15th November 2018 between you and us which includes financial and physical targets relating to the Operation and other amendments and additions as may be required by us from time to time provided that we give you reasonable notice in writing of such changes.

Eligible Expenditure – means actual costs incurred and paid out by you or the Joint Beneficiaries listed in Schedule 3, that qualify for reimbursement from the Structural Funds together with, where applicable, Match Funding in-kind and depreciation. Eligible Expenditure will be determined in accordance with the document issued by us entitled 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020', as updated, amended or replaced at the relevant time. Alternatively, Simplified Costs (flat-rates, unit costs, lump sums) are also Eligible Expenditure, where approved by us in advance. Please refer to the defined term for 'Simplified Costs'.

Equal Opportunities and Gender Mainstreaming – means specific actions as defined in the Cross Cutting Themes Key Guidance document and Matrix 2014-2020 ESF and ERDF Structural Funds Programmes, to promote equal access for all to education, training and employment opportunities and the prevention of any discrimination on the grounds of gender, disability, racial or ethnic origin, religion or belief, age, sexual orientation and with regards to the bilingual nature of many of the communities in Wales. There is a requirement to take account of the needs of various target groups at risk of discrimination, in particular disabled people and those covered by the 2010 Equality Act as having 'protected characteristics' and in Wales the promotion of the Welsh language and support for Welsh speakers.

ERDF – means the European Regional Development Fund.

ESF – means the European Social Fund.

European Union Principles – means the European Union principles, upon which the Procurement Legislation is based, of transparency, non-discrimination, equality of treatment, proportionality, mutual recognition, free movement of goods, the right of establishment and the freedom to provide services contained in the EU Treaty. Please refer to Schedule 5 for further details.

Financial Completion Date – means the date specified in the Delivery Profile on which the final Operation expenditure is Paid Out and/ or Operation income received.

Indirect Costs – means all Eligible Expenditure that does not qualify as direct costs i.e. costs which cannot be linked directly to the implementation of the Operation and/ or where it is difficult to attribute the precise value of such costs. Where indirect costs are reimbursed on the basis of a flat-rate percentage (Simplified Costs), the percentage will be established in advance and cannot be changed during or after the implementation of the Operation.

Condition 4 and Schedule 8 contain details of the agreed flat rate percentage for Indirect Costs for the Operation.

Irregularity – means an act or omission which results in any breach of:

- (a) a provision of Union or national law: or
- (b) the 'Eligibility rules and conditions for support from the European Structural Funds 2014-2020' as updated, amended or replaced; or
- (c) the Conditions

and which would result in an unjustified item or amount of expenditure being charged to the European Structural and Investment Funds budget.

Joint Beneficiary/ ies – those organisations listed in Schedule 3, authorised by us to declare Eligible Expenditure on the same basis as the Beneficiary.

Key Milestone Dates – means the milestones to achieve the Operation outlined in the Delivery Profile.

Litigation – means any current, pending or threatened litigation or arbitration which has or could have an adverse effect on your ability to perform and comply with any of the obligations under the Conditions.

Match Funding in-kind – means the provision by third parties of works, goods, services, land and buildings for which no cash payment has been made by the Beneficiary, and which are to be calculated and declared in accordance with the rules issued by WEFO entitled 'Eligibility rules and conditions for support from the European Structural Funds 2014-2020'.

Mobilisation Phase – means the period of time which commences upon formal approval of the Operation and ends when the delivery phase of the Operation begins, as agreed in the Business Plan and/ or Delivery Profile. It will include agreed milestones to enable you to put in place appropriate delivery arrangements. Completion of all milestones is required before the start of the delivery phase of the Operation. Condition 5 contains details of the agreed mobilisation phase, together with the agreed milestones which you must adhere to.

Monitoring and Evaluation Plan – means the monitoring and evaluation plan prepared by you. A date for submission is to be agreed

Notification Event means any of the events listed in Schedule 2.

Operation - means the activity or activities for which you have applied for Financial Support as described in the Business Plan, and which will contribute to the specific objectives of programme priorities as set out in the Operational Programme.

Operation Generating Net Revenue – means an ERDF funded Operation expected to generate net revenue after its completion. Net revenue means cash in-flows directly paid by users for the goods or services provided by the Operation, such as charges borne directly by users for the use of

infrastructure, sale or rent of land or buildings, or payments for services less any operating costs and replacement costs of short life equipment incurred during the corresponding period. We will assess whether an Operation meets this definition at appraisal.

Operational Programme – means the document prepared by us and adopted by the European Commission which sets out the Welsh Government's strategy and priorities for growth, jobs and smart, sustainable and inclusive growth for West Wales and the Valleys and East Wales over the period 2014-2020 with the support of the Structural Funds. For the purposes of the Conditions, the relevant operational programme is European Social Fund in West Wales and the Valleys 2014-2020.

Our Helpline – means 0845 010 3355

Our Website – means the website of WEFO www.gov.wales/eu-funding

Paid Out – means disbursed by the Beneficiary. Further rules and guidance on the meaning of Paid Out is provided in the document issued by WEFO entitled 'WEFO Eligibility rules and conditions for support from the European Structural Funds 2014-2020'.

Personnel – means your management/ employees and/ suppliers or any other person appointed or engaged by you in relation to the Financial Support and/ or the Operation.

Preliminary Expenditure – means costs which you have incurred and Paid Out before the Start Date which enable you to obtain a realistic estimate of the Operation expenditure and, subject to our approval, may be declared as Eligible Expenditure. Preliminary Expenditure is distinct from Retrospective Expenditure.

Principles of Sound Financial Management – means ensuring that all activities and related Eligible Expenditure must demonstrate value-for-money by adhering to the principles of economy, efficiency and effectiveness.

Procurement Legislation – means all applicable legislation which governs the procurement of works, supplies and services by contracting authorities (as defined in the Procurement Legislation) including but not limited to the Public Contracts Regulations 2015 (SI 2015 No 102), and the Utilities Contracts Regulations 2006 (SI 2006/6), as amended. Please refer to **Schedule 5** for further details regarding procurement.

Public Expenditure - means any public contribution to the financing of the Operation the origin of which is the budget of national, regional or local public authorities, the budget of the Union related to the Structural Funds, the budget of public law bodies or the budget of associations of public authorities or public law bodies and for the purpose of determining the co-financing rate for ESF programmes or priorities, may include any financial resources collectively contributed by employers and workers.

Retrospective Expenditure – means costs which, subject to our approval may be declared as Eligible Expenditure, and which you have incurred and Paid Out before your acceptance of this letter, but on or after 1 January 2014. Retrospective Expenditure is distinct from Preliminary Expenditure.

Schedule means the schedules attached to this letter.

Simplified Costs – means Eligible Expenditure calculated using standard unit costs, flat-rates and/ or lump sums, and not therefore, calculated using the actual costs incurred and Paid Out by Beneficiaries. The use of Simplified Costs in this operation is only permitted if specifically referred to at Condition 4 with a full breakdown provided at Schedule 8.

SME – means an enterprise that falls within the criteria and parameters of the definition of micro, small and medium-sized enterprises contained in the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (2003/361/EC), which took effect on 1 January 2005.

Special Conditions – means those Special Conditions listed in Schedule 6.

Start Date – means the date which, in accordance with the Delivery Profile, you will begin activities, and incur expenditure, to initiate or implement the Operation.

State Aid Rules – means the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109.

Structural Funds – means the ERDF and the ESF.

Structural Funds Regulations – means the Structural Funds regulations detailed at Schedule 11.

Sustainable Development – means the sustainable development of the environment, by promoting practices of environmental protection and improvement, resource efficiency, climate change mitigation and adaptation, disaster resilience and risk prevention and management.

Tackling Poverty and Social Exclusion – means taking measures to address a long-term state of not having sufficient resources to afford food, reasonable living conditions or amenities, or to participate in activities (such as access to attractive neighbourhoods and open spaces) that are taken for granted by others in society.

Targets – means the targets listed in Schedule 1 which are the same as the targets set out in the Delivery Profile.

Total Cost of the Operation – means all actual eligible and ineligible costs incurred and paid out by you or the Joint Beneficiaries for the implementation/ delivery of the Operation. Details of the Total Cost of the Operation will be held within the Delivery Profile.

WEFO – means the Welsh European Funding Office, an administrative division of the Welsh Government serving the Welsh Ministers.

Welsh Government – means the Welsh Government established under section 45 of the Government of Wales Act 2006 as amended by section 4 of the Wales Act 2014 and is the executive branch of the devolved government in Wales.

Welsh Ministers – means the Welsh Ministers appointed under section 48 and the First Minister appointed under section 46 of the Government of Wales Act 2006

Working Days – means days from Monday to Friday (inclusive) but not Christmas Day, Good Friday or statutory bank holidays in England and Wales.

Any reference to any legislation whether domestic, EU or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

Schedule 11

Structural Funds Regulations

- Regulation (EU) No 1303/ 2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/ 2006 (Regulation 1303/ 2013);
- Regulation (EU) No 1304/ 2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions concerning the European Social Fund and repealing Council Regulation (EC) No 1081/ 2006 (Regulation 1304/ 2013);
- Regulation (EU) No 1301/ 2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions concerning the European Regional Development Fund and repealing Regulation (EC) No 1080/ 2006 (Regulation 1301/ 2013);
- Commission Delegated Regulation (EU) No 480/ 2014 of 3 March 2014 supplementing Regulation (EU) No 1303/ 2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund (Regulation 480/ 2014).
- Commission Implementing Regulation (EU) No 288/ 2014 of 25 February 2014 laying down rules pursuant to Regulation (EU) No 1303/2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund with regard to the model for operational programmes under the Investment for growth and jobs goal and pursuant to Regulation (EU) No 1299/2013 of the European Parliament and of the Council on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal with regard to the model for cooperation programmes under the European territorial cooperation goal.
- Commission Implementing Regulation (EU) No 184/ 2014 of 25 February 2014 laying down pursuant to Regulation (EU) No 1303/2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development

and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund, the terms and conditions applicable to the electronic data exchange system between the Member States and the Commission and adopting pursuant to Regulation (EU) No 1299/2013 of the European Parliament and of the Council on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal, the nomenclature of the categories of intervention for support from the European Regional Development Fund under the European territorial cooperation goal.

- Commission Implementing Regulation (EU) No 215/ 2014 of 7 March 2014 laying down rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund with regard to methodologies for climate change support, the determination of milestones and targets in the performance framework and the nomenclature of categories of intervention for the European Structural and Investment Funds.
- Commission Implementing Regulation (EU) No 1011/ 2014 of 22 September 2014 laying down detailed rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards the models for submission of certain information to the Commission and the detailed rules concerning the exchanges of information between beneficiaries and managing authorities, certifying authorities, audit authorities and intermediate bodies.
- Commission Implementing Regulation (EU) No 821/ 2014 of 28 July 2014 laying down rules for the application of Regulation (EU) No 1303/ 2013 of the European Parliament and of the Council as regards detailed arrangements for the transfer and management of programme contributions, the reporting on financial instruments, technical characteristics of information and communication measures for operations and the system to record and store data.
- Commission Implementing Regulation (EU) No 207/ 2015 of 14 February 2015 laying down detailed rules implementing Regulation (EU) No 1303/2013 of the European Parliament and of the council as regards the models for the progress report, submission of the information on a major project, the joint action plan, the implementation reports for the Investment for growth and jobs goal, the management declaration, the audit strategy, the audit opinion and the annual control report and the methodology for carrying out the cost-benefit analysis and pursuant to Regulation (EU) No 1299/2013 of the European Parliament and of the Council as regards the model for the implementation reports for the European territorial cooperation goal.

- Commission Delegated Regulation (EU) No 240/ 2014 of 7 January 2014 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds.
- Commission Delegated Regulation (EU) No 522/ 2014 of 11 March 2014 supplementing Regulation (EU) No 1301/2013 of the European Parliament and of the Council with regard to the detailed rules concerning the principles for the selection and management of innovative actions in the area of sustainable urban development to be supported by the European Regional Development Fund.
- 2014/190/EU: Commission Implementing Decision of 3 April 2014 setting out the annual breakdown by Member State of global resources for the European Regional Development Fund, the European Social Fund and the Cohesion Fund under the Investment for growth and jobs goal and the European territorial cooperation goal, the annual breakdown by Member State of resources from the specific allocation for the Youth Employment Initiative together with the list of eligible regions, and the amounts to be transferred from each Member State's Cohesion Fund and Structural Funds allocations to the Connecting Europe Facility and to aid for the most deprived for the period 2014-2020 (notified under document number C(2014) 2082).
- 2014/99/EU: Commission Implementing Decision of 18 February 2014 setting out the list of regions eligible for funding from the European Regional Development Fund and the European Social Fund and of Member States eligible for funding from the Cohesion Fund for the period 2014-2020 (notified under document C(2014) 974).
- COMMISSION DECISION of 19.12.2013 on the setting out and approval of the guidelines for determining financial corrections to be made by the Commission to expenditure financed by the Union under shared management, for non-compliance with the rules on public procurement.
- COMMISSION DELEGATED REGULATION (EU) 2015/1970 of 8 July 2015 supplementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council with specific provisions on the reporting of irregularities concerning the European Regional Development Fund, the European Social Fund, the Cohesion Fund, and the European Maritime and Fisheries Fund.
- Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (2003/ 361/ EC) which took effect on 1 January 2005.
- Commission Implementing Regulation (EU) 2018/ 276 of 23 February 2018 amending Implementing Regulation (EU) No 215/ 2014 with regard to changes to the determination of milestones and targets for output indicators in the performance framework for the European Structural and Investment Funds
- Commission Implementing Regulation (EU) 2018/277 of 23 February 2018 amending Implementing Regulation (EU) 2015/207 with regard to changes

to the models for the implementation reports for the Investment for Growth and Jobs goal and for the European territorial cooperation goal, as well as for the models for the progress report and the annual control reports and correcting that Regulation with regard to the model for the implementation report for the Investment for Growth and Jobs goal and annual control report

Schedule 12

Requirements of the GDPR

Part 1

Carrying out the Operation will require the processing of personal data on our behalf. We will be the Data Controller and our document entitled 'Monitoring and Evaluation plan – Guidance' provides details of the permitted processing to be undertaken in carrying out the Operation.

You must comply with any further written instructions from us in respect of processing on our behalf. Any such further instructions shall be incorporated into our document entitled 'Monitoring and Evaluation plan – Guidance'.

Part 2

1. The definitions set out below for the following terms shall be used in this Schedule 12

Data Loss Event	means any event that results or may result in unauthorised access to Personal Data held by you under the Award of Financial Support, and/ or actual or potential loss and/ or destruction of Personal Data in breach of this Award of Financial Support including any Personal Data Breach (as defined in the GDPR);
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	the GDPR, the DPA, the LED, and any applicable national implementing Legislation as amended from time to time, the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
Data Subject Access Request	means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA 2018	means the Data Protection Act 2018;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);

LED	means the Law Enforcement Directive (directive (EU) 2016/679);
Law	<p>means:</p> <ul style="list-style-type: none"> (a) any applicable statute or proclamation or any delegated or subordinate legislation; (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (c) any applicable guidance, code of practice, direction or determination with which we and/or you are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to you by us; and (d) any applicable judgment or order of a relevant court of law which is a binding precedent in England and Wales, <p>in each case in force or applicable in both England and Wales, or in Wales only;</p>
Party	<p>means:</p> <p>you, your, Beneficiary – means Pembrokeshire County Council awarded Financial Support to initiate, or initiate and implement, the Operation</p> <p>we, us our means WEFO</p> <p>together ‘the Parties’;</p>
Protective Measures	means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely matter after an incident and regularly assessing and evaluating the effectiveness of the measures adopted by it;
Sub-Processor	means any third party appointed to Process Personal Data on your behalf in relation to the Award of Financial Support ;
Working Days	means days from Monday to Friday (inclusive) but

	not Christmas Day, Good Friday or statutory bank holidays in England and Wales .
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2. PROTECTION OF PERSONAL DATA

- 2.1 In this Schedule 12 the following terms shall have the meaning given to them in the GDPR: Controller, Processor, Data Subject, Personal Data, Process/ Processing, Personal Data Breach, Data Protection Officer.
- 2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation as they apply to this agreement WEFO is the Controller and you are the Processor.
- 2.3 The only Processing of Personal Data that WEFO authorises you to undertake in relation to this agreement is described in this Schedule or is the subject of prior written approval by us and may not be determined by you.
- 2.4 You must notify us immediately if you consider that any of our instructions infringe the Data Protection Legislation.
- 2.5 You must provide all reasonable assistance to us in any on-going Data Protection Impact Assessment prior to and after commencing any Processing. Such assistance may, at our discretion, include:
- 2.5.1 a systematic description of the envisaged Processing of Personal Data to be undertaken by the Operation and the purpose of the Processing;
 - 2.5.2 an assessment of the necessity and proportionality of the Processing to be undertaken in relation to the Operation;
 - 2.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 2.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.6 You must in relation to any Personal Data Processed in connection with your obligations under the Award of Financial Support:
- 2.6.1 process that Personal Data only in accordance with Condition 2.3 of this Schedule , unless you are required to do otherwise by Law. If you are so required you must promptly notify us before Processing the Personal Data unless prohibited by Law;
 - 2.6.2 ensure that you have in place Protective Measures to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

2.6.3 you must, where you are required to notify Data Subjects of the purpose and detail of the Processing to be undertaken, cooperate with us to agree an appropriate notice which complies with the Data Protection Legislation.

2.6.4 ensure that your Personnel do not Process Personal Data except in accordance with the Award of Financial Support;

2.6.5 ensure that you take all reasonable steps to ensure the reliability and integrity of any of your Personnel who have access to the Personal Data and ensure that they:

- (i) are aware of and comply with your obligations under the Conditions;
- (ii) are subject to appropriate confidentiality undertakings with you or any Sub-Processor;
- (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by us or as otherwise permitted by the Award of Financial Support; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.6.6 do not transfer Personal Data outside of the EU unless our prior written consent has been obtained and the following conditions are fulfilled:

- (i) we or you have provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by us;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, you must assist us in meeting our obligations); and
- (iv) you comply with any reasonable instructions notified to you in advance by us with respect to the Processing of the Personal Data;

2.6.7 At our written direction, delete or return Personal Data (and any copies of it) to us on expiry of the Award of Financial Support unless you are required by Law to retain the Personal Data.

2.7 Subject to Condition 2.8, you must notify us immediately if in connection with the Award of Financial support you:

2.7.1 receive a Data Subject Access Request (or purported Data Subject Access Request);

2.7.2 receive a request to rectify, block processing or erase any Personal Data;

2.7.3 receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.7.4 receive any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Award of Financial Support;

2.7.5 receive a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.7.6 become aware of a Data Loss Event.

2.8 Your obligation to notify under Condition 2.7 of this Schedule 12 includes the provision of further information to us in phases, as details become available.

2.9 Taking into account the nature of the Processing, you must provide us with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition 2.7 of this Schedule 12 (and insofar as possible within the timescales reasonably required by us) including by promptly providing us with:

2.9.1 full details and copies of the complaint, communication or request;

2.9.2 such assistance as we may reasonably request to enable us to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.9.3 at our request, any Personal Data you hold in relation to a Data Subject;

2.9.4 assistance as we may reasonably request following any Data Loss Event;

2.9.5 assistance as we may reasonably request with respect to any request from the Information Commissioner's Office or any consultation by us with the Information Commissioner's Office.

- 2.10 You must maintain complete and accurate records and information to demonstrate your compliance with this Condition 2 of this Schedule 12. This requirement does not apply where you employ fewer than 250 staff unless:
- 2.10.1 we determine that the Processing is not occasional;
 - 2.10.2 we determine the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the GDPR; and
 - 2.10.3 we determine that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.11 You must allow for audits of your Data Processing activity by us or our designated auditor.
- 2.12 You must designate a data protection officer if required by the Data Protection legislation.
- 2.13 Before allowing any Sub-Processor to Process any Personal Data related to the Award of Financial Support you must:
- 2.13.1 notify us in writing of the intended Sub-Processor and Processing;
 - 2.13.2 enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Condition 2 of this Schedule 12 such that they apply to the Sub-Processor; and
 - 2.13.3 provide us with such information regarding the Sub-Processor as we may reasonably require.
- 2.14 You shall remain fully liable for all acts or omissions of any Sub-Processor.
- 2.15 We may at any time on not less than 20 Working Days notice revise this Condition 2 of this Schedule 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Award of Financial Support).
- 2.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. We may on not less than 20 Working Days' notice to you amend the Award of Financial Support to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 2.17 For the avoidance of doubt, nothing in the Award of Financial Support shall relieve you of your own direct responsibilities and liabilities under the Data Protection Legislation.

- 2.18 You agree to indemnify and keep us indemnified against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by us as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data process by you, your employees or agents in your performance of the Award of Financial Support or as otherwise agreed between the Parties.
- 2.19 The provisions of this Condition 2 of this Schedule 12 shall apply during the continuance of the Award of Financial Support and indefinitely after its expiry.

ACCEPTANCE OF THE FUNDING

Operation Number (Case ID): 80833

You confirm that you wish to accept the award of Financial Support contained in this letter dated 15th November 2018 in respect of the Operation upon the Conditions, the entirety of which you confirm you have read and understood.

Where the Beneficiary is a local authority

The Beneficiary's Authorising Contact Officer must be advised of the receipt of this letter and a copy of this letter must be passed to the Beneficiary's designated section 151 officer. (Section 151 officers have their derivation from section 151 of the Local Government Act 1972).

The common seal of _____

Was affixed to this

letter in the presence of _____ *a duly*

authorised officer


(please print)

OR

Name

JONATHAN HASWELL
(please print)

Signed


(a duly authorised officer of

PCC)

Date

14-12-2018

MATRIX OF PROVISIONS – CYNNYDD FRAMEWORK

		Communities for Horses	Down to Earth	Gower College	Inspire Training	Loaded UK	MPTC	Ospreys in the Community	Positive Direction	Rewise Learning	Therapeutic Counselling Service
LOT 1A -1L Complementary/ Alternative Curricula	1A Arts, Crafts and Photography			✓					✓		
	1B Catering and Hospitality			✓							
	1C Computing and Digital technology			✓					✓		
	1D Engineering, Construction and Motor Vehicle		✓	✓					✓		
	1E Hairdressing, Beauty and Holistics			✓					✓		
	1F Health and Childcare			✓					✓		
	1G Music, Media and Performance			✓					✓		
	1H Sports, Fitness and Outdoor Pursuits			✓	✓	✓		✓			
	1I Travel and Tourism			✓							
	1J Land Based Studies	✓	✓	✓							
	1K Animal Care	✓	✓	✓							
	1L Vocational Studies	✓		✓			✓		✓		
2	Military provision						✓				
3	Building resilience programme				✓				✓		✓
4	Enterprise programme					✓		✓	✓		
5	One off projects/ workshops	✓	✓	✓	✓	✓			✓	✓	
6	Innovation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Agenda Item 8.



Report of the Local Authority Governor Appointment Group

Cabinet – 21 February 2019

Local Authority Governor Appointments

Purpose:	To approve the nominations submitted to fill Local Authority Governor vacancies in School Governing Bodies
Policy Framework:	Local Authority (LA) Governor Appointments Procedure (Adopted by Council on 26 October 2017)
Consultation:	Access to Services, Finance, Legal
Recommendation(s):	It is recommended that: 1) The nominations recommended by the Director of Education in conjunction with the Cabinet Member for Education Improvement, Learning and Skills.
Report Author:	Gemma Wynne
Finance Officer:	Chris Davies
Legal Officer:	Stephen Holland
Access to Services Officer:	Catherine Window

1.0 The nominations referred for approval

1.1 The nominations are recommended for approval as follows:

1. Oystermouth Primary School	Mrs Helen Landers
2. Pennard Primary School	Ms Eleanor Treen
3. St Thomas Primary School	Rev Steven Bunting
4. Talycopa Primary School	Cllr Alyson Pugh

5. Tre Uchaf Primary School	Mrs Rachel Rees
6. YGG Gellionnen	Mrs Helen Jones
7. YGG Tan Y Lan	Mr Gareth Huxtable
8. Ysgol Gyfun Bryntawe	Mr David Williams

2.0 Financial Implications

- 2.1 There are no financial implications for the appointments; all costs will be met from existing budgets.

3.0 Legal Implications

- 3.1 There are no legal implications associated with this report.

4.0 Equality and Engagement implications

The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 4.1 There are no equality and engagement implications associated with this report.

Background papers: None

Appendices: None

Agenda Item 9.



Report of the Cabinet Member for Education Improvement, Learning and Skills

Cabinet – 21 February 2019

21st Century Schools Programme - New Build For Gorseinon Primary School

Purpose:	<ul style="list-style-type: none">• To confirm the commitment to the Capital Programme of the project for the new build for Gorseinon Primary School subject to entering into a contract with Welsh Government, in accordance with Financial Procedure Rule 7.
Policy Framework:	<ul style="list-style-type: none">• The Revenue and Capital Budget as reported to and approved by Council on the 6 March 2018• QEd Programme and Strategic Outline Programme for Band B of the 21st Century Schools Programme• Corporate Priority 1 - Safeguarding people from harm• Corporate Priority 2 - Improving Education and Skills• Corporate Priority 3 – Transforming our Economy and Infrastructure• Corporate Priority 4 – Tackling Poverty• Corporate Priority 5 - Transformation and Future Council development• One Swansea Plan• Asset Management Plan 2014-17• Financial Procedure Rule 7.
Consultation:	Access to Services, Finance, Legal, Procurement, Corporate Building Services.
Recommendation(s):	It is recommended that: 1) The capital project as detailed together with the financial implications set out in Appendix 1 is approved, subject to entering into a contract with the Welsh Government.

Report Author:	Louise Herbert-Evans
Finance Officer:	Ben Smith
Legal Officer:	Debbie Smith
Access to Services Officer:	Catherine Window

1. Introduction and background

- 1.1 The budget book for 2018/19– 2024/25 includes in Band A £6.642m and Band B £500k for a new build for Gorseinon Primary School.
- 1.2 The project has been subject to the successful approval of a Business Case by Welsh Government (WG) and obtained planning approval in December 2015, application number 2015/2074.
- 1.3 The site on which it is proposed to construct the new school build is contained within Parc y Werin in Gorseinon, which was the subject of a Village Green application (VGA) in November 2015.
- 1.4 Consequently, the project was put on hold pending the outcome of that application. The VGA inquiry was held on the 14-16 February 2017.
- 1.5 The application to register Parc y Werin, Gorseinon as a Village Green was recommended for refusal by the Independent Inspector. The Inspector's report was considered by Swansea Council's Planning Committee on the 6 June 2017, when in accordance with the Inspector's recommendation, the application to register the land known as Parc y Werin as a Village Green was refused. The Planning Committee resolved that; the application for Village Green status at Parc y Werin be refused, and 'that no part of the land of the application site be added to the Register of Town or Village Greens under section 15 of the Commons Act 2006.'
- 1.6 Cabinet again considered this matter on the 19 October 2017, and resolved that;
 - a) The land currently held by the Council as housing and leisure land identified at Appendix A in the report is no longer required for the purpose for which it is currently appropriated;
 - b) The land at Parc y Werin, Gorseinon identified on the plan at Appendix A of the report be appropriated for the purposes of education under section 122 Local Government Act 1972, namely the construction of a new primary school building;
 - c) The capital scheme as detailed together with the financial implications set out in Appendix C of the report be approved, subject to entering into a contract with the WG;

- d) The area of land being approximately 3.212 acres, which is proposed to incorporate an all-weather pitch and Multi Use Games Area (MUGA) and is shown on the plan attached at Appendix B of the report, will form part of the new school grounds and as such will remain under the control of the school, but the (all-weather pitch and MUGA shall be made available for community use when they are not required to be used by the school, the details of which shall be set out in a community use agreement;
 - e) The Head of Legal, Democratic Services and Business Intelligence be authorised to enter into any necessary documentation required to achieve the scheme.
- 1.7 A subsequent VGA application was made on the 3 November 2017 under schedule 2 paragraph 3 of the Commons Act 2006. An application was submitted to correct non-Registration or mistaken registration of the land at Parc Y Werin as a village Green. In November 2018 the Planning Inspector's decision was received stating that "no part of the land should be registered as a village green".
- 1.8 This has however resulted in a further delay to the commencement of the project and an increase in costs, and so this is now being brought back to Cabinet for further consideration.
- 1.9 The delay and increase in costs of the project has also required a change request to the Council's Strategic Outline Programme (SOP). This has been submitted to WG, and we are awaiting confirmation.

2. Description of Scheme

- 2.1 Gorseinon Infant School and Gorseinon Junior School were amalgamated in September 2012. The new school is now called Gorseinon Primary School and now operates out of two sites, with the aspiration to move the new primary school from its existing sites.
- 2.2 The walking route used by the school between the infant site and junior site, is along the B4240 and then the B4296, which also then has to be crossed.
- 2.3 The only 'green' areas within the primary school are to be found at the junior site, which has drainage issues due to the geography and geology of the site and so can only be used during the driest months. In addition, even though the green area is within the curtilage of the school grounds, the public are accessing the school playing field off an adjacent public footpath via a 'kissing gate' situated on the boundary of the school site. As the green area is accessible to the public it has to be risk assessed prior to every use by the school.
- 2.4 Whilst the school are making use of the resources available to them as reported by Estyn in 2014, there is no appropriate transition from indoor

to outdoor learning environments, or immediate access to suitable habitat and grassed areas.

- 2.5 The most recent building condition survey report for the school, categorises the infant site as a C and the junior site as a C-, which means that the schools condition is poor with major defects. The condition of the school has continued to deteriorate despite efforts to undertake essential repairs.
- 2.6 The Business Case included appraisals of the shortlisted options;
Option 5 - Extension and remodelling/refurbishment on Junior site
Option 8 - New build at Junior site for single new build
Option 9 - New Build at Parc y Werin which was the preferred way forward based on the outcome of the economic appraisals.
- 2.7 The Full Business Case, which included actual tender costs for Option 9, was approved by WG in January 2016.
- 2.8 The proposed capacity of the new build is 1.5 form entry (315 pupils) plus nursery, with hall, corridor and ancillary spaces designed to accommodate a 2 form (420 pupils) plus nursery entry school. It has been designed and set out in such a way that further classrooms can be added within the curtilage of the proposed school grounds to accommodate 2 form entry. This future proofed building would then be able to meet future demand arising from possible new developments in the locality.
- 2.9 The proposed new build for Gorseinon Primary School represents a land take of 3.212 acres from Parc y Werin currently incorporating two mini pitches, car park and a modestly equipped playground.
- 2.10 The proposals include for the relocation and upgrade of the playground, a modest allowance for the enhancement of the remaining facilities and/or other facilities in the locality and the provision for the school of an all-weather mini pitch and Multi-Use Games Area (MUGA). It is proposed to work with the school and community to design and establish a means by which these facilities can be shared between the school and the community, and establish a community use agreement.
- 2.11 The proposed site can accommodate the guidelines for external areas contained in Building Bulletin (BB) 99 with the exception of the full pitch requirement, however this can be fulfilled by the school utilising free of charge the retained facilities at Parc y Werin.
- 2.12 The other facilities, which would still be accessible to the community include:
 - Full size grass sports pitch.
 - Upgraded and re-sited playground.
 - Two bowling greens and pavilion.
 - Outdoor fitness equipment

- 2.12 Delivery of a purpose built primary school on the proposed site will offer opportunities to engage the community in a range of activities by enhancing amenities and facilities in the area. The proposal seeks to develop community engagement within the new school building and its school community, where this is demonstrated to be sustainable.
- 2.13 The proposals include for a 'zoned' area within the school building which incorporates the hall and a community room; these will be capable of being available for community use subject to booking with the school. It will also provide opportunities to provide family learning and after school clubs.

3. Objectives of the Scheme

- 3.1 The construction of a new Gorseinon Primary School will provide:
- Pupils and staff with a safe, sound and fit for purpose school environment
 - An appropriate environment that facilitates an improvement in attainment levels across the whole age range of Gorseinon Primary School
 - Greater operational efficiencies
 - Community usage of school facilities

4. Financial Implications

Capital

- 4.1 The WG announced its support in principle for an agreed programme of school building improvements that commenced in early 2012. This programme – termed Band A of the 21st Century Schools Programme - entails the WG providing a 50% contribution in relation to projects costing £51.31 million. The Council is providing the remaining 50% contribution.
- 4.2 The Capital Budget and Programme report presented to Council on the 10th February 2015 included a budget for Gorseinon of £6.320m.
- 4.3 This was then revised in the Capital Budget and Programme report presented to Council on the 9 February 2017 to £6.080million following receipt of tenders.
- 4.4 Following the delay due to the VGA in 2015, it was then anticipated that subject to Cabinet approvals, that the contractor would start on site in January 2018, and officers engaged in discussions with the successful contractor to agree the increase in cost applicable to the delayed start should the project proceed.
- 4.5 The successful contractor subsequently revised its costs due to the two year delay in start date and presented a revised cost submission which resulted in a revised project cost of £6,450,424.

- 4.6 As a consequence of the further delay, the successful contractor has again been requested to revise its cost submission and has retendered the sub-contract packages to obtain an updated tender sum, which resulted in a cost submission for the sum of £5,882,375.15.
- 4.7 Based on the information provided, current forecasts, analysis against the WG cost standard and the proposed site start date, officers have assessed the requested increase to be reasonable and justifiable.
- 4.8 The cost plan has been updated incorporating this uplifted tender sum, which has resulted in a project cost of £6,882,392. It has been possible to reduce some of the provisional sums in the cost plan so that some of the increased tender cost can be absorbed within the overall project cost.

The revised cost plan is below;

Actual Cost based on tender of 1 February 2019

Build Cost	£5,882,375.15
CBPS Fees	£240,000.00
Education Fees	£130,000.00
Digital Learning	£40,000.00
Decant	£120,000.00
Additional Traffic Measures	£300,000.00
	<u>£6,712,375.15</u>
O.B. @ 1.788%	<u>£120,017.27</u>
Community facilities enhancement	<u>£50,000.00</u>
	<u>£6,882,392.42</u>

- 4.9 A change request to the Strategic Outline Programme (SOP) has been submitted to WG and we are awaiting confirmation. Until the Council receives the revised offer of the grant from WG, the successful contractor will not receive confirmation to proceed with the project. Details of the revised estimated cost and funding are set out in Appendix 1. This assumes that the WG will fund 50% of the programme. The funding profile maybe subject to change in relation to the offsite highway works which are costed at £300k. There is a risk that the Council will be required to fund 100% of this cost in which case the Council would be required to fund an additional £150k.
- 4.10 The increase in cost of the project can be funded in part from savings made through unspent optimism bias on other now completed Band A projects, but will require an overall increase in the Band A programme envelope of £197,218 from £51.310m to £51.507m. This will however result in a saving against the Band B programme envelope, which included a sum of £500k for Gorseinon and will be reduced accordingly by £197,218, the balance of the £500k being reassigned to English-medium secondary projects.

- 4.11 The sum of £500k included in Band B was specifically included to recognise any increased costs and slippage, and is therefore sufficient for this purpose. The WG have advised that the funding is all incorporated in Band A, and this does not therefore result in a change to the total of the two programme envelopes, although the value transferred to Band A of £197,218 will not of course benefit from the increased intervention rates that have now been applied to Band B.

Revenue

- 4.12 The school's operational revenue costs will continue to be appropriately funded by way of budget share of the total schools delegated budget provided in 2018-19 budget and future years as set out in the medium term financial plan.
- 4.13 All schools are funded on a consistent and transparent basis and the new build on a single site will mean that the school no longer requires split site funding (which is provided to reflect the additional costs incurred when a school operates across more than one site).

5. Legal and contract procurement implications

- 5.1 The original contract award was approved by Cabinet on 16 July 2015 and the successful contractor has subsequently undertaken pre construction works in order to develop the project. The contractual position between the Council and the contractor has been regulated to date through Letters of Intent to protect the Council's position.
- 5.2 Future contractual liabilities/obligations will be covered by appropriate contract documentation to be prepared and approved by the Chief Legal Officer. The Council's Contract Procedure Rules require increases in the original contract value to be reported and monitored.

6. Property Implications

- 6.1 It is proposed that a further report is brought to Cabinet to consider the future of the existing sites following vacation by the school.

7. Equality and Engagement Implications

- 7.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.

- 7.2 Our Equality Impact Assessment (EIA) process ensures that we have paid due regard to the above.
- 7.3 A full Equality Impact Assessment has been undertaken and updated in January 2019. (Appendix 2) It shows that this project will have a positive impact on;
- 7.4 *Age* – Gorseinon Primary School is a school for pupils aged 3-11 years. This project will have a very positive impact on the Education of all 3-11 year olds who attend the school in the future
- 7.5 *Disability* – The design, delivery and implementation of this project has taken full consideration of the social model of disability, which recognises that people are disabled by the barriers of society (e.g. physical, environmental, organisational, and attitudinal, communication, etc.) rather than by any physical condition. The design of the new buildings and the running of the school in the future will ensure that ALL the pupils and staff can make the most of their new environment.
- 7.8 *Welsh* – All public signage within the school will be bilingual.
- 7.9 As part of this process we have also considered the Well-being of Future Generations Act. The Act ensures that public bodies think more about the long term, work better with people and communities and each other, look to prevent problems and take a more joined-up approach.
- 7.10 The 21st Century Schools Programme is based upon a consistent and objective assessment of each sector and school catchment, reviewing current pupil numbers and capacities with projected future demand for places and also the number of pupils nearest to each school. This has demonstrated that there is a continued and sustained need for primary provision to serve pupils in this locality.
- 7.11 All projects have a communication plan, which is reviewed regularly. This includes the engagement strategy; in this case there has been extensive engagement with the other stakeholders including the wider community, and Cultural Services.
- 7.12 The school (governors, head, staff, pupils, parents) have been fully engaged since project inception, and this will continue throughout the lifecycle of the project to ensure that the views of stakeholders are fully taken into account.
- 7.13 This project is a good example of where the Council is seeking to incorporate the flexible and multiple use of assets. The site on which the new school is proposed to be built is within Parc y Werin. The construction of the school at this location would enhance and complement the existing uses at Parc y Werin; the full size grass sports pitch, two bowling greens and pavilion, and outdoor fitness equipment would be retained and the playground re-sited and upgraded. The

‘zoned’ area within the new school building will incorporate the hall and a community room; and these will be capable of being available for community use subject to booking with the school. It will also provide opportunities to provide family learning and after school clubs. The new all-weather pitch and MUGA will be made available for community use when they are not required to be used by the school.

- 7.14 It is hoped that the mixed use of Parc Y Werin and its enhanced facilities will encourage greater usage and participation in healthy activities, as well as a wider range of opportunities for wider community use.
- 7.15 The new building will improve accessibility, safeguarding and security, improve energy efficiency, reducing CO2 emissions and enhance the learning environment for the benefit of the school and wider community.
- 7.16 The project will also be subject to community benefits targets, which will include;
- STEM Engagement target of 100 hours per million investment.
 - Provide opportunities for NEETs and Long Term unemployed (benchmark of one FTE per million per construction project)
 - Jobs created (52 weeks per million investment on each construction project)
 - 25 person training weeks provided per million investment
 - 1 apprentice per million investment per construction project.
 - 85% of waste diverted from landfill
 - Max 10 tonnes waste per million

Background Papers:

- 2015/2074 Land at Parc y Werin, Gorseinon, Swansea SA4 4UX - Report to Planning Committee 8 December 2015, and associated documents
- Report to Cabinet 16 July 2015 Cabinet - 21st Century Schools Programme – Gorseinon Primary School
- Capital Budget and Programme 2016/17 - 2020/2021 approved by Council 23 February 2017
- Report to Cabinet 19 October 2017 Cabinet - 21st Century Schools Programme – Gorseinon Primary School

Appendices:

Appendix 1 Financial Implications

Appendix 2 Equality Impact Assessment

FINANCIAL IMPLICATIONS : SUMMARY

Portfolio: EDUCATION

Service: PRIMARY SCHOOLS

Scheme: Gorseinon Primary

<u>1.1. CAPITAL COSTS</u>	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2022/23	TOTAL
	£	£	£	£	£	£	£	£	£
<u>Expenditure</u>									
	51,306	332,143	10,713	29,794	1,000	4,781,553	1,587,883	88,000	6,882,392
EXPENDITURE	51,306	332,143	10,713	29,794	1,000	4,781,553	1,587,883	88,000	6,882,392
<u>Financing</u>									
WG grant*		351,047	10,000			2,962,774			3,323,821
Own resources*	51,306		713	29,794	1,000	1,799,875	1,587,883	88,000	3,558,571
FINANCING	51,306	351,047	10,713	29,794	1,000	4,762,649	1,587,883	88,000	6,882,392
<u>1.2. REVENUE COSTS</u>	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2022/23	TOTAL
	£	£	£	£	£	£	£	£	£
<u>Service Controlled - Expenditure</u>									
Employees)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-15,040	-15,040
Maintenance)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-15,615	-15,615
Vehicle running costs)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NET EXPENDITURE								-30,655	-30,655
<u>Financing</u>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
FINANCING	0	0	0	0	0	0	0	0	0

*The funding profile maybe subject to change in relation to the offsite highway works which are costed at £300k.

This form should be completed for each Equality Impact Assessment on a new or existing function, a reduction or closure of service, any policy, procedure, strategy, plan or project which has been screened and found relevant to equality.

Please refer to the 'EIA Report Form Guidance' while completing this form. If you need further support please contact accesstoservices@swansea.gov.uk.

Where do you work?
Service Area: Planning and Resources
Directorate: Education

(a) This EIA is being completed for a:

Service/ Function <input type="checkbox"/>	Policy/ Procedure <input type="checkbox"/>	Project <input checked="" type="checkbox"/>	Strategy <input type="checkbox"/>	Plan <input type="checkbox"/>	Proposal <input checked="" type="checkbox"/>
--	--	--	--	--------------------------------------	---

(b) Please name and describe here:

New build for Gorseinon Primary School (updated in February 2019)

Gorseinon Infant and Junior Schools amalgamated in September 2012 as one single primary school now called Gorseinon Primary.

Some of the comments received during the Statutory Consultation for the amalgamation included:

- Funding needs to be sufficient in order to allow a leadership structure which provides effective management for a multiple split site whilst not being detrimental to current TLR holders. The school would be different from others as it would be on three sites.
- The proposed Admission Number reduction from 60 to 50 for the Infant School will mean that children could be turned away in future and increase the risk of future redundancy and the likelihood of split age group classes. Flexibility on the Junior site or a new demountable to replace that removed previously could increase the Admission Number back up to 60. Nearby schools are either full or near capacity and new houses are being built in the area.
- Both the Infant and Junior Schools are due inspections in the next year and the new Primary would be inspected within 2 years. This proposal will lead to increased stress/workload for staff. The proposal could lead to disruption for children and affect the high standards at the schools.
- A new single site build is crucial to the long term development of the new primary school and governors would expect the Authority to demonstrate that plans for a single site are part of a long term plan, even if a date is unclear. The infant building is categorised as D and the nursery as C and this needs addressing now.
- Teacher workload should not be affected in any detrimental way due to there not being adequate leadership/leadership time in any of the school bases.
- Not opposed to the amalgamation. Uniting the schools would enable the already good transition links to further develop. Staff, other than possibly leadership or TLRs, should not be subjected to applying for their own jobs or being interviewed unless unavoidable - staff should be slotted in wherever possible.

The Consultation Paper for the amalgamation said that if the two schools were to be amalgamated, there would be a single school with an age range of 3 - 11 years. Therefore, a child entering the nursery would continue in the school until they were 11 years old (year 6) and ready to move on to a secondary school, with one head-teacher, one group of staff and one

budget. There would also be a single governing body, and the existing buildings would be used to form the Primary School.

Gorseinon Primary school is located across three school sites including a separate Nursery site.

The School currently provides full time education for pupils between the ages of 3 and 11 and also has a Nursery provision.

The proposed scheme aims to fulfil that aim to co-locate pupils on one site, providing a 1.5 Form entry 315 pupil plus nursery School future proofed to 2 form entry.

The proposed site is on an area of Parc Y Werin; the land take will be 3.24 acres, and will take up an area currently used as a training pitch and a playground.

Gorseinon has a shortage of formal play areas according to the open space audit. However the existing playground is of poor quality, so its relocation and new equipment would enhance existing provision and help to mitigate at least the poor quality of provision.

The development will result in the main sports pitch at Parc Y Werin being retained.

Consideration is being given to a number of sites within the Gorseinon area that may have potential for enhanced sports facilities to ensure that the needs of local sports clubs within the area continue to be met.

Consideration is also being given to the possibility of facilitating shared use of the School's mini pitch and MUGA so as to maximise community usage.

The new school will be situated in an area with a number of existing community facilities, which will still be accessible to the community:

- The grass sports pitch.
- Upgraded and re-sited playground.
- Bowling green and pavilion.
- Health care.

The new school will also include a community room that the school will be able to let out for community use.

(c) It was initially screened for relevance to Equality and Diversity on: 17/11/2014

(d) It was found to be relevant to...

Children/young people (0-18).....	<input checked="" type="checkbox"/>	Sexual orientation.....	<input type="checkbox"/>
Older people (50+).....	<input checked="" type="checkbox"/>	Gender reassignment	<input type="checkbox"/>
Any other age group	<input checked="" type="checkbox"/>	Welsh language.....	<input checked="" type="checkbox"/>
Disability	<input checked="" type="checkbox"/>	Poverty/social exclusion	<input type="checkbox"/>
Race (including refugees)	<input type="checkbox"/>	Carers (including young carers).....	<input type="checkbox"/>
Asylum seekers.....	<input type="checkbox"/>	Community cohesion	<input checked="" type="checkbox"/>
Gypsies & Travellers.....	<input type="checkbox"/>	Marriage & civil partnership	<input type="checkbox"/>
Religion or (non-)belief.....	<input type="checkbox"/>	Pregnancy and maternity.....	<input type="checkbox"/>
Sex.....	<input type="checkbox"/>		

(e) Lead Officer

Name: Louise Herbert-Evans

Job title: Programme Manager

Date: 04/03/2015

(f) Approved by Head of Service

Name: Brian Roles

Date: 05/03/2015

Section 1 – Aims (See guidance):

Briefly describe the aims of the initiative:

What are the aims?

The project aims to satisfy the aspirations of the Quality in Education (QEd) programme to;

- Raise standards of achievement and attainment for all children and young people.
- Improve the quality of the learning environment.
- Make the best use of human, physical and financial resources.

With the specific aims;

- To deliver the local authorities policy for an all through primary school.
- To provide an appropriate environment that facilitates an improvement in attainment levels across the whole age range at Gorseinon Primary School
- Achieve greater operational efficiencies.
- To more appropriately meet the needs of pupils, staff and parents with specific accessibility or disability issues.

The project aims are to build a 1.5 form entry primary school within the Gorseinon Primary School catchment area, that will provide 315 full time KS1 and KS 2 pupil places, plus Nursery, but also future proofed to 2 form entry.

Who has responsibility?

The project is being developed by Swansea Council. If it proceeds it will be funded by a 50% grant from Welsh Government and 50% from City and County of Swansea. The 50% grant funding is subject to Welsh Government approval of the Business Case, and formal contract with Welsh Government. It is proposed to tender the scheme on the basis of a design and build contract.

City and County of Swansea has overall responsibility.

Who are the stakeholders?

Each stakeholder group requires a specific method of communication to promote key messages during the project. A broad approach for communications methods is outlined below. It draws on corporate methods of communicating to staff in general as well as some established meeting structures within the project.

Audience	Methods
Parents	Letter, local media, twitter, Facebook, CCS website
Governors	Face to face briefing, letter
Head and Management Team	Face to face briefing
Pupils	Face to face school visits, letter, twitter, Facebook, other social networking
CMT	Face to face briefing, newsletter, email
Cabinet	Face to face briefing, newsletter, email
Group Leaders	Face to face briefing, newsletter, email
Ward Members	Email, phone call, Face to Face
Trade Unions	Face to face briefing, email
Evening Post	Face to face briefing, press release
WG	Letter, local media, email
AMs	letter, email
MPs	letter, email
School staff	Face to face, letter, Newsletter, local media, twitter, Facebook, CCS website
Swansea Bay Radio,	Press release

Wave/Swansea Sound, BBC, ITV, Western Mail, TES,	
Education SMT/DMT	email, newsletter, face to face
Catering and cleaning staff	letter, face to face
Community groups and Elba Users	Letter and liaison with Regeneration, CCS website
All Council staff	Staffnet
Swansea residents	Local media, CCS website, twitter, facebook
Local businesses	Local media, CCS website
Bus operators	Email from Education/Transport
Taxi operators	Email from Education/Transport

Section 2 - Information about Service Users (See guidance):

Please tick which areas you have information on, in terms of service users:

Children/young people (0-18).....	<input checked="" type="checkbox"/>	Sexual orientation.....	<input type="checkbox"/>
Older people (50+).....	<input checked="" type="checkbox"/>	Gender reassignment.....	<input type="checkbox"/>
Any other age group	<input checked="" type="checkbox"/>	Welsh language.....	<input checked="" type="checkbox"/>
Disability	<input checked="" type="checkbox"/>	Poverty/social exclusion	<input checked="" type="checkbox"/>
Race (including refugees)	<input checked="" type="checkbox"/>	Carers (including young carers).....	<input type="checkbox"/>
Asylum seekers.....	<input checked="" type="checkbox"/>	Community cohesion	<input checked="" type="checkbox"/>
Gypsies & Travellers.....	<input checked="" type="checkbox"/>	Marriage & civil partnership	<input type="checkbox"/>
Religion or (non-)belief.....	<input type="checkbox"/>	Pregnancy and maternity.....	<input type="checkbox"/>
Sex.....	<input checked="" type="checkbox"/>		

Please provide a snapshot of the information you hold in relation to the protected groups above:

Research & Information Unit, City and County of Swansea, reported in January 2019

Gorseinon has;

- 20th largest ward population in Swansea, but 12th highest population density (2017)
- Lower proportions aged 16-24 and 65+ than the Swansea average
- Higher percentages of people aged 0-15 and 25-44
- Birth and death rates (2017) slightly above Swansea averages
- Higher proportions of one-pensioner households, people born in Wales and able to speak Welsh

In Mid-2017 estimates, ONS:-

- Population of Gorseinon as 4600 spread over 226 hectares.
- The gender split of Gorseinon was 51.1% Female (2364 people) and 48.9% Male (2,266 people).
- Children and young people aged 0-24 years represent 29.7% of the population, (1376 people).
- 2.6% of the total population of Gorseinon ward (110 people) came from an ethnic minority background.
- 12.8% (529 people) of the ward population were Welsh speakers

A school survey is carried out annually and the following data are headlines from January 2018 PLASC:

	2015-2016	2016-2017	2017-2018
Percentage of total pupils on roll living in areas classed in Welsh Index of Multiple Deprivation (WIMD) as being in the most deprived 30% of all areas	10.4	9.8	13.1
Percentage claiming Free School Meals	29.3%	28.8%	24.7%
Percentage with Special Educational Needs (SEN)	20.1%	24.4%	27.0%

	Stage A-C	Stage A-D	Stage A-E
Percentage with English as an Additional Language (EAL)	2.7%	4.8%	5.8%

Ethnic Background	Reception	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Non White British	21.9%	5.7%	8.8%	6.3%	11.1%	13.9%	11.9%

The Authority's Leisure Department manages the bookings of the pitches at Parc Y Werin

Any actions required, e.g. to fill information gaps?

Section 3 - Impact on Protected Characteristics (See guidance):

Please consider the possible impact on the different protected characteristics.

	Positive	Negative	Neutral	Needs further investigation
Children/young people (0-18)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Thinking about your answers above, please explain in detail why this is the case.

Children/Young People (0-18) – Gorseinon Primary School is a 3-11 school. This project will have a very positive impact on the Education of all 3-11 year olds who attend the school in the future. In addition the project will have a very positive impact on all staff at the school, providing them with a modern school to carry out their work. The loss of part of Parc Y Werin and reduced pitch area but enhanced play area, investment in other provision within the locality and on school site MUGA and all weather proposed could be made available for community letting or use subject to approval by the school will mitigate this loss.

Older people (50+) / Any other age group – The staff, parents, carers and wider school community will benefit greatly from improved facilities to deliver education to all pupils and increase the opportunities for the wider school community to have access to the facilities.

Disability – The design, delivery and implementation of this project has taken full consideration of the social model of disability, which recognises that people are disabled by the barriers of society (e.g. physical, environmental, organisational, and attitudinal, communication, etc.) rather than by any physical condition. The design of the new buildings and the running of the school in the future will ensure that ALL the pupils and staff can make the most of their new environment.

Welsh – All public signage within the school will be bilingual.

Poverty/Social Exclusion – these brand new facilities would be providing the children and the community with this improved facility and could give access to courses for adults and access to additional extra-curricular activities.

Community Cohesion - It is possible that the improved facilities will provide increased opportunities for the community to make the most of the school's facilities. If the proposal goes ahead the school will work with the community to ensure that the school continues with its inclusive ethos that brings the community together for the benefit of all.

Section 4 - Engagement:

Please consider all of your engagement activities here, e.g. participation, consultation, involvement, co-productive approaches, etc.

What engagement has been undertaken to support your view? How did you ensure this was accessible to all?

The school community and the local community were provided with information leaflets to share information about the proposal. Community engagement sessions were held at Canolfan Gorseinon and pupils will be surveyed with regard to their travel to and from School to inform a Travel Plan.

Press Releases, a leaflet drop, Community Engagement Sessions, displays at the School sites and at Gorseinon Library informing the community and stakeholders about the proposals and inviting questions have been undertaken.

Presentations were given to the staff and Governors in February 2015.
A public meeting was held in September 2015.

Formal consultation occurred in relation to the Notice of the Intention to use an area of Open Space for the proposed development, and also through the Planning Application process. Consultation Period was the 23 May 2015 to 20 June 2015 for the Public Open Space notice. No objections were received and the application was approved by Cabinet.

Planning permission for the school on Parc y Werin in the heart of the community was granted in December, 2015.

The site on which it is proposed to construct the new school build is contained within Parc y Werin in Gorseinon. It was the subject of a Village Green application (VGA) in November 2015.

Consequently, the scheme was put on hold pending the outcome of that application. The VGA inquiry was held on the 14-16 February 2017.

The application to register Parc y Werin, Gorseinon as a Village Green was recommended for refusal by the Independent Inspector. The Inspector's report was considered by Swansea Council's Planning Committee on the 6 June 2017, when in accordance with the Inspector's recommendation, the application to register the land known as Parc y Werin as a Village Green was refused. The Planning Committee resolved that; the application for Village Green status at Parc y Werin be refused, and 'that no part of the land of the application site be added to the Register of Town or Village Greens under section 15 of the Commons Act 2006.'

The Council also had to make a decision as to whether the land on which it is proposed to build the school should be appropriated for that purpose and is no longer required for the purpose for which it was held immediately before such appropriation in order to satisfy the provisions contained within Section 122 (1) of the Local Government Act 1972 (as amended).

To enable this, the Council published a notice of the intended appropriation of the said land at Parc y Werin in The South Wales Evening Post on the 23 and 30 May 2015, and again on 30 June 2017 with an extended deadline for objections until 4 August 2017, and then on 16 August and 23 August for 2 consecutive weeks with a deadline for objections of the 7 September 2017.

A report was taken to Cabinet on the 19 October 2017 to consider the objections received, where it was resolved that

- The land currently held by the Council as housing and leisure land identified at Appendix A in the report is no longer required for the purpose for which it is currently appropriated;

- The land at Parc y Werin, Gorseinon identified on the plan at Appendix A of the report be appropriated for the purposes of education under section 122 Local Government Act 1972, namely the construction of a new primary school building;
- The capital scheme as detailed together with the financial implications set out in Appendix C of the report be approved, subject to entering into a contract with the WG;
- The area of land being approximately 3.212 acres, which is proposed to incorporate an all-weather pitch and Multi Use Games Area (MUGA) and is shown on the plan attached at Appendix B of the report, will form part of the new school grounds and as such will remain under the control of the school, but the (all-weather pitch and MUGA shall be made available for community use when they are not required to be used by the school, the details of which shall be set out in a community use agreement;
- The Head of Legal, Democratic Services and Business Intelligence be authorised to enter into any necessary documentation required to achieve the scheme.

A subsequent VGA application was made on the 3 November 2017 under schedule 2 paragraph 3 of the Commons Act 2006. An application was submitted to correct non-Registration or mistaken registration of the land at Parc Y Werin as a village Green. In November 2018 the Planning Inspector's decision was received stating that "no part of the land should be registered as a village green".

Ongoing stakeholder engagement will occur throughout the lifecycle of the project, and will include the stakeholder groups detailed above.

What did your engagement activities tell you? What feedback have you received?

All responses were recorded on a spreadsheet and analysed as below

A total of 228 pieces of correspondence (Emails and letters) were received as a result of the notice of the 30 June 2017. A further 510 (Emails and letters) were received as a result of the notice of the 16 August and 23 August 2017.

POS closing date 4 August

A total of 154 letters of objection were received from 92 different addresses. Of the 154 letters received 111 were in the form of a signed copy of one of 2 standard letters having identical content.

In total, 74 emailed items of correspondence were received one of which was in three parts. 17 emails were in the form of two standard pieces of correspondence having identical content.

There were 5 people who submitted more than one emailed objection.

A total of 8 people sent in both an email and a written letter of objection and of those 3 were the same letter submitted through both mediums.

POS closing date 7 September

Of the 510 pieces of correspondence received (Email and letters), a total of 500 letters of objection were received from 371 different addresses. Of the 500 letters received 495 were in the form of a signed copy of one of 2 standard letters having identical content.

Of the 10 emails received two were from people who had also sent an email in answer to the 4 August POS deadline.

A report was compiled to go to Cabinet in October 2017 setting out the points of objection, each issue was addressed in consideration of existing, previously published information including the planning application report, original options appraisals for the project and incorporating information provided by the subject matter experts / relevant service areas within the Council as appropriate.

A full bundle of the objection letters received was made available to Cabinet, together with the redacted bundle of objection letters being made available to the public upon appointment.

How have you changed your initiative as a result?

There have been no major changes to the proposals following the consultation.

Any actions required (e.g. further engagement activities, mitigation to address any adverse impact, etc.):

- Continue to involve key stakeholders as the project develops
- Continue to consider the impact of placing the school on its new site on the surrounding area and the traffic/transport issues

Section 5 – Other impacts:

Please consider how the initiative might address the following issues - see the specific Section 5 Guidance

Foster good relations between different groups	Advance equality of opportunity between different groups
Elimination of discrimination, harassment and victimisation	Reduction of social exclusion and poverty

Please explain any possible impact on each of the above.

Impact on...
Foster good relations between different groups
<p>Press Releases, leaflet drop, Community Information Sessions, displays at the School sites, and at Gorseinon Library, informing the community and stakeholders about the proposals, inviting people to comment on the proposals. The feedback received is now being considered and it may be possible to incorporate some of the points made in the proposals.</p> <p>The development will result in the loss of a grassed training area. However, the existing play ground will be relocated and upgraded, and the new equipment will be chosen to cater for existing demand based on local surveys.</p> <p>It is also planned to design the site in such a way so as to facilitate shared use of the School's mini pitch and MUGA so as to maximise community usage.</p> <p>On completion of the new build, the community may (subject to booking arrangements with the School and fees) have access to the following:</p> <ul style="list-style-type: none"> • A community meeting room • Hall • Improved outdoor Leisure facilities

Traffic is always a major concern for new developments. However, it is not expected that the proposals will increase traffic only move it, and possibly reduce it as parents will only need to travel to one site rather than up to three sites using the current provision. The catchment map suggests that more pupils are clustered around the proposed site, and also travel between the infants and juniors will be negated, so this may even reduce traffic. This will be studied in more detail in the Traffic Assessment. The School Travel Plan will also focus on actions to encourage walking to school, car sharing etc.

Advance equality of opportunity between different groups

Access for all pupils/teachers to a high quality learning environment.

Increased opportunities for community use

High end improvements in ICT devices and infrastructure that will enable mobile learning and thereby create extensive potential for equality of use for all site users

Elimination of discrimination, harassment and victimisation

Secure by design – reducing the number of secluded settings within the school site that would allow opportunities for bullying etc.

Inclusion of an internal and external CCTV system that will allow for “real time” monitoring of potential trouble hotspots

Reduction of social exclusion and poverty

- Modern learning environment encourages attendance and this leads to better outcomes for individual pupils and gives every child/young person a better start in life.
- Improve attainment and pupil wellbeing;
- Raising Standards and pupil wellbeing
- Increased community engagement
- Improved “all round” learner experience

What work have you already done to improve any of the above?

1. Proposed upgrade resiting and upgrade of playground.
2. Provisional sum allowed for in the cost estimate to improve pitch facilities elsewhere in the locality to ensure that the needs of local sports clubs continue to be met.
3. Design to include Community Room and Hall, which will provide potential for community usage.
4. Design to include an on school site MUGA and all weather proposed which will provide potential for community usage.
5. Ongoing stakeholder and community engagement.

Is the initiative likely to impact on Community Cohesion? Please provide details.

Yes. The school already has a positive impact on its community via community facilities. The improvements proposed will provide an opportunity for the school to build on this through greater use of its facilities by the community.

How does the initiative support Welsh speakers and encourage use of Welsh?

Although the school is an English Medium school all public signage will be bilingual and the school will continue to promote the national curriculum inc. the teaching of Welsh.

Actions (to mitigate adverse impact or to address identified gaps in knowledge).

- Ongoing stakeholder and community engagement.

Section 6 - United Nations Convention on the Rights of the Child (UNCRC):

Many initiatives have an indirect impact on children and you need to consider whether the impact is positive or negative in relation to both children's rights and their best interests. Please read the UNCRC guidance before completing this section.

Will the initiative have any impact (direct or indirect) on children and young people (think about this age group holistically e.g. disabled children, those living in poverty or from BME communities)? If not, please briefly explain your answer here and proceed to Section 7.

The initiative will have a direct impact on children and young people.

All initiatives must be designed / planned in the best interests of children and young people.

Best interests of the child (Article 3): The best interests of children must be the primary concern in making decisions that may affect them. All adults should do what is best for children. When adults make decisions, they should think about how their decisions will affect children. This particularly applies to budget, policy and law makers.

Please explain how you meet this requirement:

The initiative is designed in the best interest of children as stated in guiding principal Article 3. *Best interests of the child (Article 3): The best interests of children must be the primary concern in making decisions that may affect them. All adults should do what is best for children. When adults make decisions, they should think about how their decisions will affect children. This particularly applies to budget, policy and law makers.*

The initiative is planned to improve pupils' school environment thus giving them the best opportunity of achieving to their full potential. The proposal relates to the following articles:

Article 3 - All organisations concerned with children should work towards what is best for each child.

Article 12 - Respect for the views of the child

Article 18 - Both parents share responsibility for bringing up their children. We should help parents by providing services to support them.

Article 28 - Children have a right to an education. Discipline in schools should respect children's human dignity.

Article 29 - Education should develop each child's personality and talents to the full.

Article 30 - Children have a right to learn and use the language and customs of their families.

Actions (to mitigate adverse impact or to address identified gaps in knowledge).

Section 7 - Monitoring arrangements:

Please explain the monitoring arrangements for this initiative:

Monitoring arrangements: All projects within the Quality in Education (QEd) Programme have a clear monitoring process in place. Regular progress meetings will be held with the school and the contractors, a formal Project Board will be held monthly to discuss key issues and make key decisions. Any issues can then be escalated to the QEd Programme Board with the Strategic Programme Board (Corporate) having an

overarching view of all Swansea Council projects.
Actions: Monitor EIA monthly at the Project Board and Programme Board by exception as required

Section 8 – Outcomes:

Having completed sections 1-5, please indicate which of the outcomes listed below applies to your initiative (refer to the guidance for further information on this section).

- | | |
|---|-------------------------------------|
| Outcome 1: Continue the initiative – no concern | <input checked="" type="checkbox"/> |
| Outcome 2: Adjust the initiative – low level of concern | <input type="checkbox"/> |
| Outcome 3: Justify the initiative – moderate level of concern | <input type="checkbox"/> |
| Outcome 4: Stop and refer the initiative – high level of concern. | <input type="checkbox"/> |

For outcome 3, please provide the justification below:

For outcome 4, detail the next steps / areas of concern below and refer to your Head of Service / Director for further advice:

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Section 9 - Publication arrangements:

On completion, please follow this 3-step procedure:

1. Send this EIA report and action plan to the Access to Services Team for feedback and approval – accesstoservices@swansea.gov.uk
2. Make any necessary amendments/additions.
3. Provide the final version of this report to the team for publication, including email approval of the EIA from your Head of Service. The EIA will be published on the Council's website - this is a legal requirement.

EIA Action Plan:

Objective - What are we going to do and why?	Who will be responsible for seeing it is done?	When will it be done by?	Outcome - How will we know we have achieved our objective?	Progress
Ongoing stakeholder and community engagement.	Project Manager	Commenced	Stakeholders up to date with proposals and progress.	
Identify community users of the Parc y Werin site and add them to the stakeholder list	Project Manager	January/February 2015	Users identified and communicated with	Completed
Submission of Planning Application	Technical Project Manager	October 2015	Determination of planning application.	Completed
Notice and consideration of responses of appropriation land of an area of open space under Sub-section 122(2A) of the Local Government Act 1972	Project Manager	May/June 2015	Consideration of any objections received by Cabinet.	Completed, no objections received and approved by Cabinet.
Monitor EIA monthly at the Project Board and Programme Board by exception as required.	Project Manager	Monthly	Updates reported and signed off.	
Consider the impact of placing the school on its new site on the surrounding area and the traffic/transport issues	Project Manager	Ongoing	Impact assessed and mitigation put in place	Traffic assessment carried out and was submitted as part of the planning application
Notice and consideration of responses of appropriation land of an area of open space under Sub-section	Project Manager	August 2017	Consideration of any objections received by Cabinet.	Completed October 2017. Approved by Cabinet.

122(2A) of the Local Government Act 1972				

*** Please remember to be ‘SMART’ when completing your action plan (Specific, Measurable, Attainable, Relevant, Timely).**



Cabinet Member for Investment, Regeneration & Tourism

Cabinet – 21 February 2019

FPR7 - The Welsh Government Targeted Regeneration Investment Programme 2018-21

Purpose:	To comply with Financial Procedure Rule No.7 (Capital Programming and Appraisals) - to commit and authorise the addition of new schemes to the Capital Programme.
Policy Framework:	Swansea Bay City Region Economic Regeneration Strategy, City Centre Strategic Framework.
Consultation:	Access to Services, Finance, Legal.
Recommendation(s):	It is recommended that: 1) Cabinet approve the proposed PEDG, SLG and Strategic Projects under the WG Targeted Regeneration and Investment (TRI) Programme, the associated Financial Implications and add these schemes to the capital programme.
Report Author:	Elliott Williams
Finance Officer:	Ben Smith
Legal Officer:	Debbie Smith
Access to Services Officer:	Rhian Millar

1.0 Introduction

- 1.1 This report provides an update to the 17th May 2018 Welsh Government Targeted Regeneration and Investment (TRI) Programme 2018-21 Cabinet Report and outlines the three proposed thematic schemes for inclusion within the Capital Programme during 2018-21. The thematic schemes outlined in this report are the Property Enhancement Development Grant (PEDG), Sustainable Living Grant (SLG) and Strategic Projects (SP).

2.0 Background

- 2.1 The Welsh Government's Targeted Regeneration Investment Programme (TRIP) will seek to support projects that promote economic regeneration – creating jobs, enhancing skills and employability and creating the right environment for businesses to grow and thrive – with a focus on individuals and areas most in need to ensure prosperity is spread to all parts of Wales
- 2.2 Swansea Council has led on the coordination and development of the *Regional Plan for Regeneration* on behalf of Welsh Government and regional partners in the counties of Neath Port Talbot, Swansea, Carmarthenshire and Pembrokeshire. The Regeneration Plan sets the strategic context for the regional development and implementation of TRIP.
- 2.3 The May 2018 Cabinet report provided an overview of the South West Wales Regional Plan for Regeneration, outlining target areas, governance arrangements, thematic grant schemes and scope of activities possible under the £27m WG TRI Programme. The report outlined the key target areas for regeneration as being Swansea City Centre & Tawe Riverside Corridor and Morriston. The recommendation to approve the proposed strategy, schemes and their Financial Implications was supported by Cabinet.
- 2.4 To address the key issues identified in the target areas, and deliver the aims and objectives of the Regional Plan for Regeneration, the following thematic areas for investment were identified:
- Property Enhancement Development Grant (PEDG) - to enhance building frontages and bring vacant commercial floorspace back into beneficial use.
 - Sustainable Living Grant (SLG) – to support the conversion of vacant commercial floorspace into homes
 - Strategic projects – a key fund to develop regeneration proposals of scale.
- 2.5 The Property Enhancement Development Grant (PEDG) will address the need for retail and commercial floor space that meets the needs of businesses by providing gap funding for commercial building occupiers and owners to enhance building frontages and bring vacant commercial floor space back into beneficial business use. In addition, where a local need has been identified, it would fund development projects that create new commercial floor space.
- 2.6 Total project cost for PEDG is £7.225m over 3 years, total grant £5.025m for the region. Grant interventions would average £50,000 – £500,000, with WG involvement in the approval process for grants over £250,000. The grant rate will take account of local economic conditions and will be set at the minimum level needed for the project to proceed, up to a maximum intervention rate of 70%. This will be managed by local boards and subject to regional board approval.
- 2.7 The Sustainable Living Grant (SLG) will support the conversion of vacant commercial floor space into new homes and can be used alongside Property Enhancement Development Grant and other initiatives to ensure comprehensive mixed use regeneration of properties. This will bring new

tenants into the target areas, including young professionals, which will support the local economy and create a safer, more sustainable environment.

- 2.8 Total project cost for SLG is £2.975m over 3 years, total grant is £2.075m, for the region. Maximum grant per property would currently be £250k, subject to state aid rules. The grant rate will take account of local economic conditions and will be set at the minimum level needed for the project to proceed, up to a maximum intervention rate of 70% and a maximum of £20k per unit created. This will be managed by local boards and subject to regional board approval.
- 2.9 Following approval of the Cabinet report in May 2018 application forms to establish the PEDG and SLG grant schemes were drafted and submitted to Welsh Government to secure the required grant funds as part of these thematic schemes. The External Funding Panel approved the submission of these applications at the August 2018 meeting. Following further discussions with Welsh Government the Copperopolis Access and Infrastructure project was developed and submitted as part of the Strategic Projects thematic scheme, following approval at the External Funding Panel meeting in October 2018. Copies of the application forms for PEDG, SLG and Strategic Project – Copperopolis Access & Infrastructure are attached at appendices 2, 3 and 4.
- 2.10 As a TRI Strategic Project, the Copperopolis Access and Infrastructure scheme is the next major phase of regeneration of the Copperopolis zone on the banks of the River Tawe near the Liberty Stadium. Significant momentum has been generated meaning the ongoing programme has reached a stage where access and infrastructure works are necessary to open the door to investment in the remaining major buildings and structures. As a major visible landmark, the wider Copperworks site is both a litmus test for, and a catalyst of the regeneration of Swansea as a whole as a place to live, work and play.

The next phase of works required falls into three main categories:

1. Access and Connectivity to include interpretation on both sides of the Tawe to realise the vision of a vibrant heritage park through comprehensive footpath (and where appropriate vehicular access), including stunning working features such as the Bascule Bridge and Smiths Canal
 2. Commercial and Community floor space to bring forward key buildings and orientation points
 3. Essential Enabling Infrastructure to activate all development sites to enable them for investment.
- 2.11 Completion of this work will unlock the potential for development of the remaining buildings and sites. Activity at the site forms part of a wider package of economic regeneration activities including heritage and economic links to the Morriston area in particular. A positive investment decision will provide the confidence required to concurrently offer the remaining buildings to the market to unlock further private investment.
- 2.12 The total project cost for the Strategic Project – Copperopolis Access & Infrastructure is £4.65m over 3 years, with a total grant of £2.75m and identified match funding of £1.9m. Swansea Council match funding of £1.44m has been identified within existing budgets earmarked to refurbish the

Bascule Bridge (£850k), the Musgrave Engine House (£190k), and an S106 contribution (£400k). The balance of match funding will be sourced through other external grants namely CADW and another unconfirmed WG funding bid. Crucially, as part of the proposal the authority would generate £2.75m WG TRI grant towards the wider Copperopolis programme of works as a result of packaging together these smaller complementary schemes using these earmarked funds as match funding.

- 2.13 Swansea Council will serve as the regional lead partner for the Property Enhancement Development Grant (PEDG) and Sustainable Living Grant (SLG). The Economic Development and External Funding Team will manage and administer the PEDG and SLG grant funding schemes on behalf of Welsh Government and its Local Authority Partners. The team will also manage and administer the local Strategic Project – Copperopolis Access & Infrastructure. Staffing resource is built into the funding application to ensure sufficient capacity and expertise is available to undertake this role to see the scheme through to successful completion in-line with grant funding requirements. See section 3 and 4 for Financial and Legal implications for all three schemes.

3.0 Financial Implications

- 3.1 At present grant approval letters have been received from Welsh Government for both PEDG and SLG. The outstanding grant approval letter for the Copperopolis Strategic Project is likely to be issued during February 2019.
- 3.2 Any match funding required to deliver the PEDG and SLG capital schemes will be met by external private sector investment and there is no requirement for the authority to make capital match contributions to these schemes.
- 3.3 The tables below outline the total regional project costs, grant intervention and match funding requirements over the 3 financial years for PEDG and SLG, along with an indicative budget allocation for Swansea Council within the regional total. It is worth noting that each Local Authority currently has an indicative budget within PEDG and SLG as agreed from the outset, however Welsh Government does allow flexibility to adjust funding levels between all three grant schemes and Local Authority areas during the 3 year period. The Copperopolis Access and Infrastructure Strategic project is local to Swansea therefore all profile figures relate solely to Swansea.

Funding Package – PEDG and SLG

Regional PEDG Total	Current financial year (18/19) £	Year 1 (19/20) £	Year 2 (20/21) £	Total £
Total project cost:	583,751	2,795,104	3,846,145	7,225,000
Capital – grant pot	368,000	1,794,000	2,461,000	4,623,000
Capital – fees	38,000	150,000	214,000	402,000
Revenue	0	0	0	0
<i>Grant applied for:</i>				
Capital – Total Grant	406,000	1,944,000	2,675,000	5,025,000

Revenue	0	0	0	0
Match Funding- Private	177,751	851,104	1,171,145	2,200,000
Swansea PEDG Allocation*	Current financial year (18/19) £	Year 1 (19/20) £	Year 2 (20/21) £	Total £
Total project cost:	476,119	703,090	746,021	1,925,229
Capital – grant pot	297,000	414,000	416,000	1,127,000
Capital – fees	34,141	75,000	102,859	212,000
Revenue	0	0	0	0
Grant applied for:				
Capital – Total Grant	331,141	489,000	518,859	1,339,000
Revenue	0	0	0	0
Match Funding- Private	144,977	214,090	227,162	586,229
<i>*Swansea PEDG allocation is part of the Regional Total PEDG</i>				

Regional SLG Total	Current financial year (18/19) £	Year 1 (19/20) £	Year 2 (20/21) £	Total £
Total project cost:	501,807	896,084	1,577,108	2,975,000
Capital – grant pot	322,000	575,000	1,012,000	1,909,000
Capital – fees	28,000	50,000	88,000	166,000
Revenue	0	0	0	0
Grant applied for:				
Capital – Total Grant	350,000	625,000	1,100,000	2,075,000
Revenue	0	0	0	0
Match Funding- Private	151,807	271,084	477,108	900,000
Swansea SLG Allocation*	Current financial year (18/19) £	Year 1 (19/20) £	Year 2 (20/21) £	Total £
Total project cost:	501,807	617,940	603,602	1,723,349
Capital – grant pot	322,000	391,000	368,000	1,081,000
Capital – fees	28,000	40,000	53,000	121,000
Revenue				
Grant applied for:				
Capital – Total Grant	350,000	431,000	421,000	1,202,000
Revenue				
Match Funding- Private	151,807	186,940	182,602	521,349
<i>*Swansea SLG allocation is part of the Regional Total SLG</i>				

- 3.4 As detailed in the table above, the PEDG and SLG schemes will require no match funding from Swansea Council as this will be levered in via private sector developers, adopting the approach previously taken when administering the WG Vibrant and Viable Places PDG and HAS grant schemes. Swansea Council match funding will however be required for the Strategic Project - Copperopolis Access and Infrastructure, which has been

identified within existing capital commitments and S106 funds to be realised during the programme period.

Funding package: Strategic Project – Copperopolis Access & Infrastructure

Strategic Project – Copperopolis Access & Infrastructure	Current financial year (18/19) £	Year 1 (19/20) £	Year 2 (20/21) £	Total £
Total project cost:	1,250,000	2,050,000	1,350,000	4,650,000
Capital – works	1,050,000	1,950,000	1,300,000	4,300,000
Capital - fees	200,000	100,000	50,000	350,000
Revenue	0	0	0	0
Grant applied for:				
Capital – Total Grant	1,150,000	1,200,000	400,000	2,750,000
Revenue	0	0	0	0
Match Funding Internal	0	850,000	590,000	1,440,000
Bascule Bridge*	0	850,000	0	850,000
Musgrave Engine House*	0	0	190,000	190,000
S106 Agreement*	0	0	400,000	400,000
Match Funding External	100,000	0	360,000	460,000
CADW Musgrave EH*	100,000	0	0	100,000
WG Grant - TBC	0	0	360,000	360,000
*secured/budgeted match funding in place				

- 3.5 There will be no future revenue implications arising from the schemes other than potential redundancy costs identified within the staff costs budget headings at the cessation and ultimate delivery of the scheme. Any ongoing maintenance costs would be absorbed within existing budgets.

4.0 Legal Implications

- 4.1 The Council will need to comply with the terms and conditions attached to any grant funding utilised in conjunction with the regeneration match funding budget identified in this report.
- 4.2 Any projects or grant proposals developed and subsequently delivered or administered in partnership with internal or external organisations will be managed in-line with Service Level Agreements, adhering to the terms and conditions set-out in Grant Offer Letters and following City and County of Swansea policies. In the case of grant investment in private sector developments a legal charge will be placed on property or assets linked to the grant recipient to ensure recipient adheres to grant offer terms and conditions for the necessary period to ensure financial risk to the authority is mitigated.
- 4.3 Generally the terms attached to WG Grant Funded schemes are legally binding and should be formally recorded in an appropriate document/contract. Any joint bid by Regional Partners should similarly be so recorded and governance issues clarified in terms of legal responsibility and decision making.

- 4.4 All contracts for works, goods and services necessary to deliver the projects must be procured in accordance with the Council's Contract Procedure Rules and the relevant EU Regulations as appropriate. The contractual liabilities/obligations of the Council and any appointed contractors will be covered by the individual contracts entered into.
- 4.5 All statutory consents required in proposals to utilise the regeneration match funding budget will be the responsibility of the Planning and City Regeneration Service will be formally recorded in an appropriate document/contract.

5.0 Equality and Engagement Implications

- 5.1 Every programme is subject to a full Equality Impact Assessment, which are available for public consultation as programme development progresses. Projects and business plans developed for submission to the programme must detail how they will address equality issues as a cross-cutting theme. The level of integration of equality into project design is part of the formal development and assessment process for every business plan/application and project seeking funding. These cross-cutting themes are included within the Business Plan and cover:
- equal opportunities and gender mainstreaming;
 - Welsh language;
 - sustainable development; and
 - tackling poverty
- 5.2 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 5.3 Business Plans (Further Strategic Criterion – Cross-Cutting Themes), will address the specific ways in which these themes will be addressed throughout implementation of the project.
- 5.4 In line with the Equality Act 2010 and Public Sector Equality Duty for Wales, the City and County of Swansea will ensure that the project adheres to the City and County of Swansea Strategic Equality Plan 2016-2020 meeting the requirements of the authority's procedures.
- 5.5 These projects are fully compliant with the Well-being of Future Generations (Wales) Act 2015. The project objectives align with the Council's obligation to act in a sustainable way and the examples of public and private sector

investment demonstrate compliance with the 5 Ways of Working promoted by the Act and will make a significant contribution to the 7 well-being goals.

Background Papers: None

Appendices:

Appendix 1 – Financial Implications

Appendix 2 – EIA screening form TRIP PEDG

Appendix 3 – EIA screening form TRIP SLG

Appendix 4 – EIA screening form TRIP Strategic Project – Copperopolis

FINANCIAL IMPLICATIONS : SUMMARY

Portfolio: Investment, Regeneration & Tourism

Service : Planning & City Regeneration - Economic Development & External Funding

Scheme : WG TRI Programme - Property Enhancement Development Grant (PEDG)

<u>1. CAPITAL COSTS [REGIONAL]</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000	2021/22 £'000	TOTAL £'000
<u>Expenditure</u>					
Works	368	1,794	2,461	0	4623
Env Improvements					0
Fees	38	150	214	0	402
Furniture/Fittings					0
Equipment					0
Budget Code:					
EXPENDITURE	406	1,944	2,675	0	5,025
<u>Financing</u>					
CCS funding					
WG grant	406	1,944	2,675	0	5025
WEFO grant					0
Other - Private match funding					
FINANCING	406	1,944	2,675	0	5025

<u>2. REVENUE COSTS</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000		FULL YEAR £'000
<u>Service Controlled - Expenditure</u>					
Employees					0
Maintenance					0
Equipment					0
Administration					0
NET EXPENDITURE	0	0	0	0	0
<u>3. CAPITAL COSTS [SWANSEA]</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000	2021/22 £'000	TOTAL £'000
<u>Expenditure</u>					
Works	297	414	416	0	1127
Env Improvements					0
Fees	34	75	103	0	212
Furniture/Fittings					0
Equipment					0
Budget Code:					
EXPENDITURE	331	489	519	0	1,339
<u>Financing</u>					
CCS funding					
WG grant	331	489	519	0	1339
WEFO grant					0
Other - Private match funding					
FINANCING	331	489	519	0	1339

FINANCIAL IMPLICATIONS : SUMMARY

Portfolio: Investment, Regeneration & Tourism

Service : Planning & City Regeneration - Economic Development & External Funding

Scheme : WG TRI Programme - Sustainable Living Grant (SLG)

<u>1. CAPITAL COSTS [REGIONAL]</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000	2021/22 £'000	TOTAL £'000
<u>Expenditure</u>					
Works	322	575	1,012	0	1909
Env Improvements					0
Fees	28	50	88		166
Furniture/Fittings					0
Equipment					0
Budget Code:					
EXPENDITURE	350	625	1,100	0	2,075
<u>Financing</u>					
CCS funding					0
WG grant	350	625	1,100	0	2075
WEFO grant					0
Other - Private match funding					0
FINANCING	350	625	1,100	0	2075

<u>2. REVENUE COSTS</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000		FULL YEAR £'000
<u>Service Controlled - Expenditure</u>					
Employees					0
Maintenance					0
Equipment					0
Administration					0
NET EXPENDITURE	0	0	0	0	0
<u>3. CAPITAL COSTS [SWANSEA]</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000	2021/22 £'000	TOTAL £'000
<u>Expenditure</u>					
Works	322	391	368	0	1081
Env Improvements					0
Fees	28	40	53	0	121
Furniture/Fittings					0
Equipment					0
Budget Code:					
EXPENDITURE	350	431	421	0	1,202
<u>Financing</u>					
CCS funding					0
WG grant	350	431	421	0	1202
WEFO grant					0
Other - Private match funding					0
FINANCING	350	431	421	0	1202

FINANCIAL IMPLICATIONS : SUMMARY

Portfolio: Investment, Regeneration & Tourism

Service : Planning & City Regeneration - Economic Development & External Funding

Scheme : WG TRI Programme - Strategic Project Copperopolis Access & Infrastructure

<u>1. CAPITAL COSTS [SWANSEA]</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000	2021/22 £'000	TOTAL £'000
<u>Expenditure</u>					
Works	1,050	1,950	1,300	0	4,300
Env Improvements					0
Fees	200	100	50	0	350
Furniture/Fittings					0
Equipment					0
Budget Code:					
EXPENDITURE	1,250	2,050	1,350	0	4,650
<u>Financing</u>					
CCS funding - Bascule, Musgrave & S	0	850	590	0	1,440
WG grant	1,150	1,200	400	0	2,750
Other - CADW	100	0	0	0	100
Other - WG Grant TBC	0	0	360	0	360
FINANCING	1,250	2,050	1,350	0	4,650

<u>2. REVENUE COSTS</u>	2018/19 £'000	2019/20 £'000	2020/21 £'000		FULL YEAR £'000
<u>Service Controlled - Expenditure</u>					
Employees					0
Maintenance					0
Equipment					0
Administration					0
NET EXPENDITURE	0	0	0	0	0

Equality Impact Assessment Screening Form

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: Planning and City Regeneration

Directorate: Place

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

Property Enhancement and Development Grant (PEDG)

As outlined in the South West Wales Regional Plan for Regeneration, much of the commercial and retail floorspace across the region is low quality and does not meet the needs of businesses. In addition, a significant amount of floor space in target areas is vacant or derelict and doesn't contribute to the vitality of the local areas. The Property Enhancement Development Grant (PEDG) will address these issues by providing gap funding for commercial building occupiers and owners to **enhance building frontages and bring vacant commercial floorspace back into beneficial business use**. In addition, where a local need has been identified, it would fund **development projects that create new commercial floorspace**.

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Older people (50+) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion →	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers) →	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Equality Impact Assessment Screening Form

Community cohesion	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

As part of the process, the project team will also be informally liaising/keeping informed the following groups/stakeholders:

The scheme has been designed based on previously run Vibrant and Viable Places (VVP) support PDG and HAS schemes. Following on from regular dialogue with business groups the successor schemes PEDG and SLG have been designed with the needs of businesses in mind, including Swansea BID.

Equality Impact Assessment Screening Form

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input type="checkbox"/> (H)	Medium visibility <input checked="" type="checkbox"/> (M)	Low visibility <input type="checkbox"/> (L)
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(b) **WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION?**
(Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input checked="" type="checkbox"/> (L)
---	---	---

Q6 Will this initiative have an impact (however minor) on any other Council service?

☒ Yes

☐ No

If yes, please provide details below

This initiative will positively impact the regeneration of Swansea City Centre, Tawe Corridor and Morriston. Support will be in place via the Planning & City Regeneration service.

Q7 HOW DID YOU SCORE?

Please tick the relevant box

MOSTLY H and/or M → HIGH PRIORITY → ☐ EIA to be completed
 Please go to Section 2

MOSTLY L → LOW PRIORITY / NOT RELEVANT → ☒ Do not complete EIA
 Please go to Q8 followed by Section 2

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

Proposal relates to physical regeneration for individual commercial/residential private sector owned buildings in key target areas, to the direct benefit of the business community, subject to state aid rules. Direct impact to Swansea citizens is limited.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Elliott Williams
Job title: External Funding Manager
Date: 9 th October 2018
Approval by Head of Service:
Name: Phil Holmes
Position: HOS Planning and City Regeneration
Date:

Please return the completed form to access Toservices@swansea.gov.uk

Equality Impact Assessment Screening Form

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: Planning and City Regeneration

Directorate: Place

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

Sustainable Living Grant (SLG)

As outlined in the South West Wales Regional Plan for Regeneration, a significant amount of floor space in the target areas is vacant or derelict and does not contribute to the vitality of the local areas. The Sustainable Living Grant (SLG) will support the conversion of vacant commercial floor space into new homes and can be used alongside Property Enhancement Development Grant and other initiatives to ensure comprehensive mixed use regeneration of properties. This will bring new tenants into the target areas, including young professionals, which will support the local economy and create a safer, more sustainable environment.

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Equality Impact Assessment Screening Form

Marriage & civil partnership	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	→	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

As part of the process, the project team will also be informally liaising/keeping informed the following groups/stakeholders:

The scheme has been designed based on previously run Vibrant and Viable Places (VVP) support PDG and HAS schemes. Following on from regular dialogue with business groups the successor schemes PEDG and SLG have been designed with the needs of businesses in mind, including Swansea BID.

Equality Impact Assessment Screening Form

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input type="checkbox"/> (H)	Medium visibility <input checked="" type="checkbox"/> (M)	Low visibility <input type="checkbox"/> (L)
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(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION? (Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input checked="" type="checkbox"/> (L)
---	---	---

Q6 Will this initiative have an impact (however minor) on any other Council service?

☒ Yes

☐ No

If yes, please provide details below

This initiative will positively impact the regeneration of Swansea City Centre, Tawe Corridor and Morriston. Support will be in place via the Planning & City Regeneration service.

Q7 HOW DID YOU SCORE? Please tick the relevant box

MOSTLY H and/or M → HIGH PRIORITY → ☐ EIA to be completed
Please go to Section 2

MOSTLY L → LOW PRIORITY / NOT RELEVANT → ☒ Do not complete EIA
Please go to Q8 followed by Section 2

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

Proposal relates to physical regeneration for individual commercial/residential private sector owned buildings in key target areas, to the direct benefit of the business community, subject to state aid rules. Direct impact to Swansea citizens is limited.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Elliott Williams
Job title: External Funding Manager
Date: 9 th October 2018
Approval by Head of Service:
Name: Phil Holmes
Position: HOS Planning and City Regeneration
Date:

Please return the completed form to access@swansea.gov.uk

Equality Impact Assessment Screening Form

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: Planning and City Regeneration

Directorate: Place

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

Copperopolis Access and Infrastructure Project

The Copperopolis Access and Infrastructure project is the next major phase of regeneration of the Copperopolis zone on the banks of the River Tawe near the Liberty Stadium. Significant momentum has been generated meaning the ongoing programme has reached a stage where access and infrastructure works are necessary to open the door to investment in the remaining major buildings and structures. As a major visible landmark, the wider Copperworks site is both a litmus test for, and a catalyst of the regeneration of Swansea as a whole as a place to live, work and play.

Works will include:

1. Access and Connectivity to include interpretation on both sides of the Tawe to realise the vision of a vibrant heritage park through comprehensive footpath (and where appropriate vehicular access), including stunning working features such as the Bascule Bridge and Smiths Canal
2. Commercial and Community floor space to bring forward key buildings and orientation points
3. Essential Enabling Infrastructure to activate all development sites to enable them for investment.

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input checked="" type="checkbox"/> (H)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Equality Impact Assessment Screening Form

Gypsies & travellers		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Welsh Language	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community cohesion	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	→	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

As part of the process, the project team will also be informally liaising/keeping informed the following groups/stakeholders:

- The Friends of Hafod Copperworks
 - The Friends of White Rock
 - Local Councillors
 - Swansea university
 - Cadw
-

Equality Impact Assessment Screening Form

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input checked="" type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility <input type="checkbox"/> (L)
--	---	--

(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION? (Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input checked="" type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk <input type="checkbox"/> (L)
--	---	--

Q6 Will this initiative have an impact (however minor) on any other Council service?

☒ Yes ☐ No

If yes, please provide details below

This initiative will positively impact, as it can be seen as a catalyst of wider site development at the Hafod Copperworks and White Rock Sites.

Q7 HOW DID YOU SCORE? Please tick the relevant box

**MOSTLY H and/or M → HIGH PRIORITY → ☒ EIA to be completed
Please go to Section 2**

**MOSTLY L → LOW PRIORITY / NOT RELEVANT → ☐ Do not complete EIA
Please go to Q8 followed by Section 2**

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups. Full EIA required.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Elliott Williams
Job title: External Funding Manager
Date: 24 th September 2018
Approval by Head of Service:
Name: Phil Holmes
Position: HOS Planning and City Regeneration
Date:

Please return the completed form to accesstoservices@swansea.gov.uk



Report of the Cabinet Member for Homes and Energy

Cabinet - 21 February 2019

Development Programme Housing Revenue Account - Part 1

Purpose:	To outline the emerging development programme for new council homes funded by the Housing Revenue Account. The development programme sets out the schemes that will be delivered by the Council, and the opportunities for additional funding from Welsh Government to support the schemes.
Policy Framework:	More Homes Strategy, Local Housing Strategy, HRA Business Plan
Consultation:	Access to Services, Finance, Legal.
Recommendation(s):	It is recommended that Cabinet agree 1) the HRA development programme 2) that schemes within the development programme are approved via the annual HRA capital budget reporting process.
Report Author:	Carol Morgan
Finance Officer:	Jeff Dong
Legal Officer:	Debbie Smith
Access to Services Officer:	Catherine Window

1. Introduction

- 1.1 The report outlines the emerging Housing Revenue Account (HRA) development programme. The programme sets out the schemes that will be brought forward over the next three to four years to deliver new Council homes on sites within the HRA ownership, to support the Council's More Homes Strategy and increase the supply of affordable

housing in Swansea. The programme outlines the number of homes that can be delivered within affordability parameters relating to the HRA Business Plan set in the context of some considerable financial uncertainty around future funding streams and Welsh Government (WG) policy that will impact revenue available to support the programme. In addition to this report, a second report will follow outlining the General Fund Development Programme which will include further opportunities for future development of Council owned land.

- 1.2 Since Council agreed the More Homes Strategy in 2016, the Council has been building capacity to maximise the number of new affordable homes that can be delivered to help meet the growing shortage across the city. This has been done by balancing the overall financial viability of directly developing new Council housing, assessing alternative options for delivery, addressing the practical, organisational and capability issues, and developing and comparing specification options to balance the viability of the scheme with the affordability for the occupants and overall sustainability of the design.
- 1.3 This programme sets the minimum number of units that can be delivered within the current financial context of the overall HRA Business Plan. Should the financial situation change and additional finance becomes available, further schemes can be brought into the programme. The report also outlines further opportunities to add to the numbers by acquiring units from the General Fund Development Programme and by the redevelopment opportunities that are presented on 2 large HRA sites that are subject to a proposed master planning process.

2. Financial Context

- 2.1 To support the programme, the Council can access a number of funding opportunities that have been made available by WG. These are:
 - Affordable Housing Grant (AHG), which supports up to 58% of the HRA borrowing costs over 29 years. This is available for 18/19 and 19/20 only at present.
 - Innovative Housing Programme Funding (IHP), which only supports the provision of additional innovative technologies on the homes and is subject to an annual bidding round.
 - WG plans, subject to final confirmation, to remove the HRA borrowing cap.
- 2.2 These measures combined mean that the HRA will now be able to increase borrowing to support the new build programme subject to affordability within the overall HRA Business Plan. Until the WG announcement about the intended removal of the HRA borrowing cap, the capacity to borrow has been limited as the existing borrowing capacity has had to be committed to achieving Welsh Housing Quality Standard (WHQS) and maintaining the existing stock.

- 2.3 However, it must be noted that despite the plans to remove the cap there are still limitations and uncertainties influencing the HRA Business Plan, such as future Rent Policy, emerging WG priorities relating to decarbonisation of the existing housing stock and potential restrictions on the use of the Major Repairs Allowance (MRA), a grant afforded to the Council each year by WG. There is also uncertainty over any future potential grant opportunities that could support further borrowing. These financial constraints dictate the total number of units (142 currently) detailed in the plan. The Council has aspirations and ambitions to build significantly higher numbers of homes over the term of the plan. The programme can be expanded if the financial context changes to provide greater certainty. This uncertainty is linked to the Affordable Housing Supply Review (AHSR) that has been commissioned by Welsh Government.
- 2.4 Until the completion of the Affordable Housing Supply Review, the Minister has announced an interim rent policy for 19/20. This means that the maximum increase for 2019/20 will be in line with the Consumer Price Index (CPI) for September 2018 which was 2.4%. For Business Planning purposes, our previous assumption, in line with Welsh Government guidelines, was that rents would increase by CPI plus 1%. The Minister's decision will therefore reduce the funding available.

3. HRA Development Programme

- 3.1 The HRA Development Programme recommended for approval is outlined below. The table shows the schemes that will be started each year and the estimated numbers of units that can be delivered in the term of this plan. The table also shows the indicative procurement route for each scheme. Over the next 4 years, the plan can deliver around 140 new council homes.
- 3.2 There are also other opportunities to add to this number through acquisitions, where the HRA can purchase properties from the open market or from developers where there is a demonstrable need and where the purchase represents value for money. There are also further opportunities to develop new properties as part of the redevelopment of existing HRA sites. These schemes are not included in this programme due to timing and funding issues, which are highlighted later in the report.

Scheme Name	Total number of homes	Indicative Procurement Route
Scheme Commencement 18/19		
Parc Yr Helyg	16	Direct Build
Colliers Way Phase 2	18	Direct Build
Acacia Road Acquisition and Works	2	Renewals framework

Gors Avenue	1	Acquisition
Oakwood Avenue	1	Acquisition
Hillview and Beaconsview - pre planning work		In-house design
Acquisitions	4	Acquisition
Total 18/19	42	
Scheme Commencement 2019/20		
Hillview and Beaconsview	28	Package with school contractor
Total 19/20	28	
Scheme Commencement 2020/21		
Creswell Road	12	Direct Build
The Circle	6	Direct Build
Total 20/21	18	
Scheme Commencement 2021/22		
Scurlage	20	Mixed Tenure Partnership
Ty Draw	30	Mixed Tenure Partnership
Sparks Centre	4	Direct Build
Total 21/22	54	
Programme Total	142	

3.3 The full development programme with estimated costs is at Appendix A. The full plan also shows the Affordable Housing Grant (AHG) allocation for the schemes in 18/19 and 19/20. AHG is an annual revenue grant available from WG over 2 financial years to support up to 58% of the borrowing costs of the scheme over 28 or 29 years.

3.4 The current programme projects delivery of 142 units up to 2022. Subject to affordability, there is however a large HRA land supply to enable the subsequent ongoing delivery of more units as the capacity, scale and

pace of Council building increases. There are 28 sites in total that have been considered for inclusion in the Council's LDP (Local Development Plan) with the potential capacity of delivering approximately 550 additional units over the term of the LDP. The full list of these sites is at Appendix B. There are also a large number of smaller infill sites that can potentially be developed in the future.

4. WHQS Sites

- 4.1 In addition to new build of properties on vacant HRA land, there are further sites with existing properties on them where WHQS improvement in isolation may not be the best course of action. In this respect, provision in the longer term development plan and in the additional borrowing calculations also needs to be made for the Tudno Place/Heol Emrys and Griffith John St sites. Both are part of an intended wider master planning approach, which the Council is commissioning. Until the masterplans have been developed and the scale of redevelopment is known, there is no additional funding allocated for the new build elements of these schemes in the initial draft programme.

5 General Fund Development Programme and Section 106 units

- 5.1 No provision has been made for the HRA to acquire new build units from the General Fund Development Programme in the programme. Once there is certainty over the timing of these schemes, further borrowing will be needed to ensure the HRA can acquire the affordable units on the schemes. Provision can also be made for any future Section 106 acquisitions as and when they arise. Assuming a policy compliant affordable housing provision can be achieved, approximately 42 units can potentially be acquired, subject to affordability, by the HRA from the proposed General Fund Development Programme, which forecasts delivery of around 180 units in total.

6. Procurement Routes

- 6.1 Discussions have taken place with Building Services to ensure that where possible and where capacity allows, the majority of the schemes will be delivered by the internal contractor.

7. Partnership Options for Mixed Tenure Sites

- 7.1 The Council has also been assessing the feasibility of developing larger HRA sites for mixed tenure development including market sale. The project was split into 2 distinct phases –the valuation and viability work on the sites and the assistance in the procurement of a partner to develop the agreed programme. This work is ongoing and until the study has been completed, only 2 schemes from this shortlist have been included in the development programme for 2021/22. These are sites in Scurlage and Ty Draw Road in Bonymaen. The further sites can be included once the work has been completed.

- 7.2 Following the viability work and initial site survey work, a report recommending next steps will be produced. Following this, the Council can commence the process for procuring a strategic partner to deliver the sites that have been prioritised. This procurement process could take up to 12 months.

8. Specification

- 8.1 It is assumed for the purposes of this report, that the new build specification will be the Swansea Standard for new council homes as agreed by Cabinet on 21st June 2018. The Swansea Standard is a Fabric First approach, which is thermally efficient and 25% above current building regulations. This can be combined with renewable technologies to improve the energy efficiency even further.
- 8.2 Two of the proposed schemes in 18/19 (Parc Yr Helyg and Colliers Way Phase 2) have been awarded Innovative Housing Programme Funding (IHP) by Welsh Government to fund the additional renewable technology in the homes. Funding opportunities will be sought for future rounds of innovation funding to improve the specification and test new renewable technologies if the opportunity arises. Specification of any market homes built as a result of any partnership schemes will be negotiated at the time, and will be determined by viability.

9. Financial Implications

- 9.1 The current HRA Business Plan makes provision to fund £8.9M for More Homes Schemes. The removal of the HRA borrowing cap means that a further £13.9M can be borrowed to fund a total of £22.8M needed to deliver the schemes in the initial development plan. It is important to emphasise that additional borrowing will have to be affordable in terms of the overall HRA business plan. However, there is now more flexibility over when the borrowing is required which will allow for schemes to be added or moved back a year for example. This will help the Council develop a strategic plan for the HRA that is affordable and deliverable based on available resources.
- 9.2 Despite the removal of the HRA borrowing cap, the ability to borrow is dependent on the ability of the HRA to repay borrowed funds. In this regard there are still limitations on the ability to plan long term due to a number of external variables and unknowns outside of Council control that will impact the income received to the HRA business plan. These include potential changes to Rent Policy that will reduce revenue below previously modelled levels, new Welsh Government priorities relating to decarbonisation of the housing stock that are not modelled in the business plan and potential changes in permitted use for the Major Repairs Allowance (MRA), a grant afforded to the Council each year by Welsh Government.

- 9.3 Subject to approval, the schemes listed in the Development Plan will be added to the HRA Capital Programme and reported in line with FPR7 requirements.
- 9.4 The 18/19 and 19/20 schemes are being funded by Affordable Housing Grant (AHG) (revenue grant to support up to 58% of borrowing) and Innovative Housing Programme (IHP) Grant to support the additional renewable technology on Parc Yr Helyg and Colliers Way Phase 2. As indicated, additional funding opportunities to subsidise schemes will also be pursued where opportunities arise.
- 9.5 Current understanding of the City Deal funding arrangements for the Homes as Power Stations (HAPS) project is that the City Deal can fund the design and monitoring element only. This equates to approximately £5k per property. The renewable technology required can cost around £30k per unit and this additional cost will need to be accessed via the WG Innovative Housing Programme, if available, which is subject to an annual bidding process.
A third round of Innovative Housing Programme (IHP3) is due to be launched in February 2019. Once again the process will involve a bidding process decided by a panel. IHP is only available for the innovation elements of schemes only.

10. Sensitivity Analysis

- 10.1 WG is currently undertaking a major review of the funding and capacity available to build more affordable housing in Wales. This review is looking at Rents Policy, the Major Repairs Allowance grant, other funding streams and HRA borrowing. The review is due to publish its findings in April 2019. The outcome of the review could have a significant effect on the funding available to build more affordable housing.
- 10.2 Any change to the Welsh Governments Rents Policy could also have a major impact. The current HRA Business Plan has assumed an ongoing annual rent increase of CPI plus 1% in line with the WG guidelines. Any reduction in the rate of increase would reduce the funding available for the development plan. For example, WG have recently announced the interim rent policy for 19/20 at CPI only, a 2.4% increase. The Minister's decision to increase rents by 2.4% is lower than had been previously forecast. As a result the amount of rent income will reduce. The impact of this decision is compounded as any future increases start from a lower base.
- 10.3 Assuming that the WG will revert to their guideline increase from 2020/21 (CPI Plus 1%) and this is not guaranteed, the reduction in income for the 2 year period remaining to achieve the WHQS will be £1.354m. For the 10 year period up to 2028/29 the reduction will be £8.84m. The combined impact of the lower than expected rent increase and the increase in bad debt provision due to the impact of Welfare Reform and Universal Credit

roll out means a reduction in rent funding of £2.3m for the period up to March 2021 and a reduction of £9.4m over 10 years.

- 10.4 Any changes to the MRA grant could also affect the funding available. The Council currently receives £9.1m per year from the WG to fund the maintenance of our existing housing stock. If the WG were to change this funding then any reduction would need to be made up through the revenue budget.
- 10.5 As part of the AHSR, the WG is also considering changing the requirements around the thermal efficiency of the existing social housing as part of its decarbonisation agenda. Initial indications are that the WG want to set challenging targets, which could result in the need to invest substantial sums in our existing Council housing stock to bring them up to the new standard.
- 10.6 The removal of the HRA borrowing cap does provide the opportunity to be flexible in its use of additional borrowing to fund the Development Programme. However, as has been stated, the repayment of any additional borrowing must be affordable over the long term within the context of the HRA Business Plan. The current HRA Business Plan forecasts that the level of HRA borrowing will reach £220.5m by the end of 2020/21. The annual revenue cost to fund this borrowing is forecast to be £14.4m. The draft Development Programme requires additional borrowing of £13.9m by the end of 2021/22 which will increase the annual revenue costs of funding HRA debt to around £15m. These additional borrowing costs will be partially offset by AHG with the net additional annual revenue cost to be met by the HRA of £0.654m.

11. Equality and Engagement Implications

- 11.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above.

- 11.2 An EIA screening form has been completed and reviewed. The agreed outcome was that a full EIA report is not required at this time. This will be reviewed as the projects progress and all developments will be subject to normal planning procedures. All new homes will be built to Design Quality Requirement and Lifetime Homes Standards to ensure that accessibility is

part and parcel of the design. Housing will be allocated in line with the Council's agreed Allocations Policy.

12. Legal Implications

- 12.1 All external goods and services will be procured in line with Contract Procedure Rules and European procurement regulations as appropriate.
- 12.2 Any appropriation, acquisition and disposal in respect of HRA land will be done in accordance with the powers in the Housing Act 1985 and in accordance with the Constitution.
- 12.3 Any powers and works will be carried out in line with the Well-being of Future Generations Act (Wales) 2015. This lists seven well-being goals which provide a shared vision for Public bodies to work towards.

These are:

- A globally responsible Wales;
 - A prosperous Wales;
 - A resilient Wales;
 - A healthier Wales;
 - A more equal Wales;
 - A Wales of cohesive communities;
 - A Wales of vibrant culture and thriving Welsh Language.
- 12.4 In addition to the above, the Act states that public bodies need to ensure decisions they make take into account the impact they may have on people living their lives in Wales in the future. Public bodies must take into account five considerations in order to show they have applied the sustainable development principle. These ways of working are aimed at ensuring public bodies work together better, avoid repeating past mistakes and tackle some of the long term challenges faced:
 - Long Term - The importance of balancing short-term needs with the need to safeguard the ability to also meet long-term needs.
 - Prevention - How acting to prevent problems occurring or getting worse may help public bodies meet their objectives.
 - Integration - Considering how the public body's well-being objectives may impact upon each of the well-being goals, on their other objectives, or on the objectives of other public bodies.
 - Collaboration - Acting in collaboration with any other person (or different parts of the body itself) that could help the body to meet its well-being objectives.
 - Involvement - The importance of involving people with an interest in achieving the well-being goals, and ensuring that those people reflect the diversity of the area which the body serves.

Background Papers: EIA Screening Form

Appendices:

Appendix A HRA Development Programme

Appendix B HRA Sites

Appendix A

Strategic Priority	Scheme Name	Total number of homes	Scheme cost	AHG requirement	Year	AHG	Additional Borrowing
	Scheme Commencement 18/19			18/19 Allocation £3985			
1	Parc Yr Helyg	16	£2,796,624	£1,622,042	18/19	£1,622,042	£2,684,624
2	Colliers Way Phase 2	18	£2,997,328	£1,738,450	18/19	£1,738,450	£2,997,328
3	Acacaia Road Aquisition and Works	2	£485,000	£281,300	18/19	£281,300	£485,000
4	Gors Avenue	1	£44,980	£26,088	18/19	£26,088	N/A
5	Oakwood Avenue	1	£58,201	£33,757	18/19	£33,757	N/A
6	Hillsview and Beaconsview - pre planning work		£270,690	£157,000	18/19	£157,000	£270,690
7	Acquisitions	4	£172,413	£100,000	18/19	£100,000	N/A
	Total 18/19	42	£6,825,236	£3,958,637		£3,958,637	£6,437,642
	Scheme Commencement 19/20			19/20 Allocation £2598			
8	Hillview and Beaconsview	28	£4,489,310	£2,603,800	19/20	£2,603,800	£4,489,310
	Total 19/20	28	£4,489,310	£2,603,800.00	19/20	£2,603,800	£4,489,310
	Total Additional Borrowing 18/19 to 19/20						£10,926,952
	Scheme Commencement 20/21			No AHG Allocation			
9	Cresswell Road	12	£2,040,000		20/21		£2,040,000
10	The Circle	6	£1,020,000		20/21		£1,020,000
	Total Additional Borrowing 2020/21	18	£3,060,000.00				£3,060,000
	Scheme Commencement 21/22			No AHG Allocation			
11	Scurlage	20	£3,400,000.00		21/21		£3,400,000
12	Ty Draw	30	£5,100,000.00		21/22		£5,100,000
13	Sparks Centre	4	£350,000.00		21/22		£350,000
	Total Additional Borrowing 2021/22	54	£8,850,000.00				£8,850,000
Total		142		Total Additional Borrowing			£22,836,952

Appendix B**Full list HRA Sites**

BONYMAEN WARD	
1	Brokesby Road North
2	Brokesby Road South
3	Brokesby Road West
4	Brokesby Road
5	Ty Draw Road/ Llanerch Road
PENDERRY WARD	
6	Eppynt Road/Bettws Road
7	Land Off Milford Way A
8	Dove Road/ Lark Place
9	Milford Way B
10	Heol Cadifor/Trefor
11	Heol Dynys
12	Cadle Crescent
13	Heol Frank
14	Lark Place
15	Milford Way - Site C
16	Skomer Place/Westdale Road
17	Cadle Wood/ Cadle Place
18	Land off Pentregethin Road
CLYDACH WARD	
19	Tanycoed Road
20	Land at Graigola Road
COCKETT WARD	
21	Penrhos Place

GOWER WARD	
22	Lunnon
23	Scurlage Monksland
MYNYDDBACH WARD	
24	Heol Gwyrosydd
25	Land at Hillview Crescent Close
26	Land at Creswell Road
ST THOMAS WARD	
27	Land at David Williams Terrace
WEST CROSS WARD	
28	The Circle Cedar Crescent



Report of the Strategic Human Resources and Organisational Development Manager

Cabinet – 21 February 2019

National Joint Council for Local Government Services Pay Award for 2019/20

Purpose:	To advise on the National Joint Council (NJC) Pay Award for the pay year 2019/20 and to seek approval to enable implementation of the NJC Pay Award.
Policy Framework:	Pay Policy 2019/20.
Consultation:	Legal, Finance, Recognised Trade Unions.
Recommendation(s):	It is recommended that: 1) The NJC proposed pay award is agreed and implemented.
Report Author:	Adrian Chard
Finance Officer:	Ben Smith
Legal Officer:	Tracey Meredith
Access to Services Officer:	Rhian Millar

1. Introduction

- 1.1 The National Joint Council (NJC) has confirmed the agreed pay increase applicable for Local Government employees from 1st April 2019 (see Appendices B and C).
- 1.2 This report seeks authority to implement this proposal on a local basis.
- 1.3 All Staff within the Council are covered by the National Joint Council apart from Chief Officers, Teachers and Soulbury employees who are covered by separate negotiating bodies.

2. The Proposed National Pay Award

2.1 Swansea has historically and consistently paid NJC pay rates and national pay awards, details of which will be public knowledge.

2.2 The NJC Pay Agreement for 2018-20 introduced a new nationally agreed pay spine on 1 April 2019 that includes:

- A bottom rate of £9.00 per hour on a new spinal point SCP1 (old spinal points 6 and 7), = to a salary of £17,369 p.a. *
- Pairing the old spinal points 6-17 into the new spinal points 1-6 inclusive (Grades 1-4 plus the first increment of Grade 5)
- Additional 2% to SCPs 6-28 inclusive (additional pay rise to grades 1-6 and the first three increments of Grade 7)
- Additional 2% to SCPs 29 and above (additional pay rise to top of Grade 7 through to Grade 12)

Therefore, we have a statutory obligation to make these changes.

(*Living Wage is currently set on CCS pay scale at £8.13 per hour, or £16,946 p.a., = total annual increase of £423)

2.2 Pay modelling has been undertaken to consider the impact on;

- Our current grade structure

- Differences in grades
- Equalities issues, including Gender Pay Gap
- Job evaluation process and allocation of grade (JFA process)
- Our pay bill

Taking that into consideration;

- Discretionary additional increments have not been included in the pay structure. This will have a positive impact on employees as they will 'skip' the scale point and move to the next one, thus, in effect, having the additional increment, where increments are available within these grades.
- The pay award will be adopted on the basis of incremental progression then assimilation. This decision has been made based of the estimated increased cost to the Council of approximately £120,000 per annum by taking an alternative "assimilate then increment" approach.
- Consultation has taken place with Trade Unions via the JCC and monthly Trade Union Meetings.

2.3 Benefits of the Proposal

- The top and bottom of current grades remain unchanged
- Each grade does not exceed recommended number of increments
- We meet obligations legally, including gender pay gap/equal pay
- Lower paid workers receive a pay award in excess of 2%

3. Equality and Engagement Implications

3.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:

- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Our Equality Impact Assessment process ensures that we have paid due regard to the above

3.2 The EIA screening form attached in appendix D clearly shows that a full EIA is not required as the new Pay Structure will not cause any detriment (changes to grade increments) or inequality to protected groups. However, to help meet Trade union consultation requirements an Equalities Impact Assessment has been produced as Appendix E. Please note that the full EIA produced has not been subject to quality assurance and signoff by Access to Services.

3.3 As part of the pay modelling exercise, consideration has been given to equalities issues noting that;

- There is no change to the pay structure for which an Equalities Impact Assessment had already been undertaken as part of the 2014 Single Status implementation.
- Discretionary additional increments are not being implemented, which would have created potential issues regarding employees at Grade 6 and 7 with a higher risk of Gender issues.

4. Financial Implications

4.1 The budgetary implications are an estimated £5.4 million per annum.

5. Legal Implications

5.1 There are no legal implications associated with this report.

Background Papers: None.

Appendices:

Appendix A	Delivering Local Implementation of the NJC Pay Award 2018-20 In Councils, Schools, Academies and Other NJC Employers.
Appendix B	New Pay Spine 1 April 2019
Appendix C	Equalities Impact Assessment Screening Form
Appendix D	Equalities Impact Assessment



Our Ref: **LG/28/2018**

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To: Secretaries of Local Government Branches in England,
Wales and Northern Ireland (Scotland – for information only)
Regional Heads of Local Government
Regional Schools Leads

UNISON NJC Committee members
National Schools Committee members

7 June 2018

DELIVERING LOCAL IMPLEMENTATION OF THE NJC PAY AWARD 2018-20 IN COUNCILS, SCHOOLS, ACADEMIES AND OTHER NJC EMPLOYERS

UNISON STRATEGY AND ACTION PLANS

The NJC Committee has agreed UNISON's strategy for local implementation of the NJC pay award 2018-20. This circular contains separate branch action plans for implementation in councils and academies, to reflect the different contexts in which the award is being implemented

The NJC Committee has agreed UNISON's strategy for local implementation of the NJC pay award 2018-20.

This circular contains separate action plans for implementation in councils and in academies.

These cover:

- The assimilation process to the new NJC pay spine
- Dealing with employers who might seek to undermine the award, to cut conditions or jobs to pay for it or to walk away from the NJC

Delivering the pay award is vital to achieving key areas of UNISON policy in term of:

- Moving the bottom rate of NJC pay away from the National Living Wage towards the Foundation Living Wage
- Actively pursuing equal pay and reducing the gender pay gap
- Strengthening the NJC, its relevance to employers and sector-wide collective bargaining by reducing compression at the bottom end of the pay spine, updating it and checking pay and grading structures

Councils moving to the new pay spine will need to reach a new collective agreement with UNISON and the other trade unions, once the pay award and the new pay spine has been implemented. This is because each council's pay and grading structure formed part of their local Single Status Agreement.

UNISON is likely to take the lead role in the assimilation exercise but GMB and Unite should be involved as joint union agreement on implementation of the pay award will be necessary to achieve a new agreement.

Branches should explain to members what's changing and consult them on the local implementation arrangements. We should make sure that non-members are kept aware of progress and are encouraged to join UNISON. It will also be important to have active stewards who can report to members in workplaces, so it will be important to recruit stewards in as many workplaces as possible at the start of the exercise.

If you have any queries about the action plans please consult your Regional Organiser or Region in the first instance.

Best Wishes,



Heather Wakefield
National Secretary
Local Government



Jon Richards
National Secretary
Education & Children's Services

DELIVERING LOCAL IMPLEMENTATION OF THE NJC PAY AWARD 2018-20

ACTION PLAN FOR COUNCILS AND OTHER LOCAL NJC EMPLOYERS - OTHER THAN ACADEMIES

1. Delivering Local Implementation – Our Aims

Our aims are to:

- Ensure full implementation of the pay award
- Persuade NJC councils with 'bespoke' pay spines to adopt the new NJC one
- Persuade 'opted out' councils to become part of the NJC
- Ensure that implementation is achieved without cuts to jobs or conditions of employment
- Actively oppose any attempts by NJC employers not to implement the award fully
- Increase UNISON's membership and organisation through engagement in the assimilation process and dialogue with members and staff

2. Background to Local Implementation

a. Employer Responses

The 2018-20 NJC pay award should be welcomed by councils and other NJC employers, most of whom have been seeking restructuring of the NJC pay spine and steps to 'future proof' it by keeping the bottom rate above the National Living Wage and moving it towards the Foundation Living Wage (outside of London).

While there have been few signs so far of current NJC councils resisting the offer, we do know that the Tories on the Employers Side and within the Local Government Association (LGA) were unhappy with it and that a small number of employers have suggested that they cannot afford to implement it or don't want to. This includes some private companies contracted to councils.

Interestingly though, the LGA has heard very few concerns. In addition, we know that there are councils which are continuing to attack conditions, irrespective of the pay award. These attacks should be actively resisted, alongside any attempts to cut jobs or conditions to fund the pay award.

b. Funding

The pay award has not been funded by additional money from central government. Some employers may struggle to implement it without cutting costs elsewhere, while others might try to cut jobs and conditions in order to fund it for political reasons. However, unallocated local authority and local authority school reserves are healthy in some authorities and could

legitimately be used to fund at least the second year of the award. Non-local authority employers might use lack of funding to try and avoid implementation.

c. Equal Pay

The need to maintain pay and grading structures which comply with the equal pay provisions in the Equality Act and European law remains tantamount. Assimilation to the new pay spine will provide a sound basis for pay and grading exercises in the future. But it will also enable branches to spot and rectify equal pay hotspots or anomalies, provide an opportunity to deal with incomplete Single Status exercises or rectify newer problems with the pay and grading structure. However, it is not anticipated that full-blown job evaluation or pay and grading exercises will need to be undertaken as part of the assimilation process.

2. Implementation Strategy – what branches should do

A checklist is attached to assist branches through local implementation steps.

Branches should:

a. Establish Joint Arrangements

Assimilation to the new pay spine must take place by 1 April 2019.

Regional Organisers and branches should approach employers now to establish joint arrangements for carrying out and agreeing the assimilation exercise. In councils and other employers which use the NJC spine, this should be a relatively straightforward exercise.

All members conditioned to NJC pay and conditions should receive the award in full – although Greater London has a variant of it because of its unique pay spine and London Weighting arrangements. For most local authority members, entitlement to NJC pay and conditions will be determined by their contracts of employment.

For others – **non-local authority members** - the test might be whether their employer has paid recent pay awards and/or adheres to NJC conditions. This will need to be established on an individual member basis and be subject to legal advice where necessary.

Our NJC conditioned test for inclusion in consultation of final pay offers/industrial action gives general guidance.

An NJC conditioned employer is one in which we have evidence that **one or more of the following** apply to at least **some** of that employer's employees:

1. A term in an individual's contract of employment that entitles her or him to NJC pay awards in their current employment and that entitlement does not arise/continue through the operation of TUPE

2. A collective agreement entered into post-TUPE transfer, setting out an entitlement to NJC pay awards
3. Following a TUPE transfer, an employer has habitually observed NJC pay awards. The definition of habitual is either:
 - Observance of NJC pay awards in 2013 - 2017 inclusive
 - Observance of 2016 and 2017 NJC pay awards, plus another positive indicator in writing that the employer regards itself as consistently observing NJC pay awards such as a letter or minute of a meeting

The pay spine restructuring and the two-year award provides an opportunity for councils which have their own pay spines to adopt the revised NJC one and for 'opted-out' councils to return to the NJC. There is no acceptable rationale for use of non-NJC pay spines in individual NJC councils.

Wherever possible, employers should be urged to adopt the new NJC spine if a variant or bespoke pay spine is currently in use. This will strengthen the impact of future collective bargaining over pay across NJC employers and make pay systems more transparent for comparison purposes.

The Local Government section and Regional organising staff will advise and support branches with employers who do **not** use the NJC pay spine.

b. Use Our Implementation Guidance

We are sending each branch and Regional organising staff the following publications as important reference and background reading for the assimilation exercise:

- The new joint union guide to pay and grading reviews - 'Keeping Pay Equal'
- The NJC JE Technical Working Group's Technical Notes
- UNISON's Post Single Status Changes Legal Protocol

The following materials are being prepared:

- A guide on how to move to the new NJC pay spine in those employers operating hybrid or non NJC pay spines currently – this will include a spreadsheet for calculating the total cost of the deal
- A recruitment leaflet for organisers to use in councils setting out what moving to a new pay spine will mean.

c. Attend Job Evaluation and Pay and Grading Training

Job evaluation and pay and grading training is being rolled out in each Region. Special sessions are being held for branches and organisers in councils not using the NJC pay spine.

The training will provide a great opportunity to 'upskill' new activists and organising staff and put UNISON in the driving seat on pay and grading and equal pay issues into the future. It will also help branches and organisers to identify any existing equal pay problems arising from earlier incomplete or unsatisfactory Single Status pay and grading exercises.

It is important that all branches participate in the training.

3. Employers avoiding implementation of the award

Branches should:

a. Challenge the Employer

Any NJC employer who proposes to vary the pay award or assimilation process should be challenged as this could amount to a breach of members' contracts and mean that the employer would no longer be considered party to the NJC.

Branches should notify their Regional Organiser if their employer signals a move away from the award – either in reducing the basic pay award or changing the assimilation arrangements.

b. Use Equality Impact Assessments (EIA)

Equality impact assessments can provide strong grounds for questioning employers' cuts proposals. NJC guidance in Part 4, section 4.11 of the Green Book sets out how to carry out an EIA to assess the impact of proposed changes to employment and pay and conditions.

The Local Government section can give support to branches and organisers in carrying out equality impact assessments.

c. Prepare for industrial action

We should be ready to challenge **any** NJC employer who does not properly implement the award or who seeks to cut jobs or conditions to pay for it through local industrial action.

It will be important for branches where this occurs to discuss this possibility with members and to prepare membership and employer information for consultation and a possible industrial action ballot, in consultation with your Regional Organiser.

4. **Consulting Members**

Our legal advice is that local implementation to the new pay spine requires a new collective agreement to be reached, between the employer and the unions

Branches should:

- Explain the changes to members and consult them on local implementation arrangements
- Decide whether to hold a consultative ballot once the proposals are signed off (see below). If the branch does decide to ballot, the ballot question must be on acceptance of the local translation of the pay award and not the pay offer - which has already been accepted.

5. **Getting your collective agreement 'signed off'**

All branches **must** comply with the procedures below as we all need to ensure that no new equal pay problems arise as a result of the assimilation process.

a. Councils using the current NJC/GLPC pay spines

For these councils, moving to the new pay spine should only mean minor adjustment to their pay and grading structures. Regional Heads of Local Government will be responsible for signing off these final proposals. This is subject to the employer providing an equality impact assessment which demonstrates the local assimilation has not widened the gender pay gap in each grade. The template to be completed is Template 3 in NJC Part 4.11 Guidance on EIAs **(attached)**

A copy of the new pay and grading structure and the employer's equality impact assessment should then be forwarded to the Local Government Service Group.

b. Councils not currently using the NJC pay spine or where implementation is complex and/or or challenging

Where councils do **not** use the NJC pay spine or implementation is complex and challenging (e.g. involving restructuring and/or cuts to terms and conditions) these proposals must be signed off by the Service Group and Legal Services.

This is in accordance with the Post Single Status Changes Legal Protocol, which operates to ensure proposals do not unpick equal pay proofed pay structures and agreements

The Regional Organiser should send full details of the employer's proposals to Adam Crème, Head of UNISON's Legal Section, and Kathie Dickson in the Local Government section at the UNISON Centre – except for branches in Greater London and West Midlands, which should send their proposals to Gill Archer. The proposals will be scrutinised to enable UNISON Centre staff to support branches and Regions in their response.

6. Further Information

If you have any questions, please speak to your Regional Organiser in the first instance.

IMPLEMENTING THE 2018-2020 PAY AWARD

BRANCH CHECKLIST FOR COUNCILS AND OTHER LOCAL NJC EMPLOYERS – OTHER THAN ACADEMIES

First steps

1. Identify all members/employers entitled to NJC pay and conditions
2. Make sure that you have an up to date version of your council's pay and grading structure and headcount and 'full time equivalent' staffing figures by gender for each scale point. (You will need the equivalent for other NJC employers covered by your branch).
3. Liaise with your Regional organising staff to establish an approach to your employer
4. Write to your employer to seek an initial meeting to discuss a timetable and arrangements for the assimilation process
5. Identify your branch team to carry out the assimilation process
6. Make sure you know when your Regional training sessions on job evaluation and pay and grading will be held and nominate those activists to attend
7. Talk to GMB and Unite locally to get them involved
8. Hold workplace meetings to tell members – and non-members – what will be happening
9. Make sure you have recruitment materials at each one!
10. Ensure that your branch has received the background materials listed in this document from the Local Government section and share out the reading! Order further copies if necessary
11. Ensure that your membership records are up-to-date
12. Consult your Regional Organiser about your sign off arrangements
13. Agree consultation arrangements with members on the final proposals

Working with your employer

1. Agree arrangements and a timetable for carrying out the joint assimilation process and reaching a collective agreement
2. Ensure that the branch has adequate facility time arrangements to participate in the process

3. Identify local training and admin support needs and means of meeting them
4. Encourage your employer to adopt the new NJC pay spine if they use a hybrid or local spine
5. Make it clear to your employer/s that UNISON will not accept partial implementation of the pay award or cuts to jobs and conditions to pay for it and will take all necessary steps, including industrial action, to ensure members receive the full award

If things go wrong

1. Make sure that your Regional Organiser is involved from the start and is aware of any difficulties
2. Make sure the branch or your Regional Organiser contacts the Local Government section immediately if it appears that your employer does not want to implement the full award, use the new NJC pay spine or carry out the assimilation exercise
3. Keep members informed
4. Discuss options for opposing employer plans to avoid full implementation or cut jobs and conditions to pay for it with members
5. Prepare employer and membership records for further consultation and a possible industrial action ballot

DELIVERING LOCAL IMPLEMENTATION OF THE NJC PAY AWARD 2018-20

ACADEMIES ACTION PLAN

1. Campaign Aims

Our aims are to:

- Ensure full implementation in NJC conditioned academies – the initial priority
- Convince those academies operating two tier or local bargaining arrangements to adopt the NJC pay award and new pay spine
- Ensure that implementation is achieved without cuts to jobs or conditions of employment
- Increase UNISON's membership and organisation through engagement in the assimilation process and dialogue with members and staff

2. Background to the Campaign

Multi academy trusts (MATs) and stand alone academies (SAAs) are not formally part of the NJC and have freedom to determine their own pay and conditions. The majority of MATs and SAAs are however 'NJC conditioned' by either a commitment in their recognition agreement, custom and practice or a separate collective agreement incorporated into contracts.

Broadly speaking academies fall into one of the following groupings:

1. NJC conditioned – implement NJC pay and conditions for all support staff
2. Two tiered – implement NJC for TUPE'd staff but have separate pay bargaining for new starters and staff moved on to new contracts post transfer
3. Local bargaining – don't implement NJC for any of their support staff

Some academies may protest that they cannot pay the award and will threaten to drop out of the NJC. Others might propose to implement it by cutting costs elsewhere, or cutting jobs and conditions. We need to be clear with academies that the actual costs of the deal will vary depending on the make-up of their staff: e.g. proportion of support staff in schools, number of part time workers, grades, term time workers etc. so costs may not be as much as they think. A small number of schools have decent levels of reserves, although the number of such schools is shrinking.

3. Implementation Strategy – what branches should do

A branch checklist is attached to assist branches but essentially, a two pronged approach is being adopted:

- identifying and support those academies agreeing to implement the deal
- identifying and target those refusing to implement

Branch, Regional and UNISON centre responsibility for implementation will be divided up as follows:

- Where MATs have schools across three regions or more, **UNISON centre** takes responsibility for communicating and negotiating with the employer– these are the national MATs
- Where MATs have schools across two regions, **the region** with the biggest number of schools within the MAT takes responsibility.
- Where a MAT has schools within one region, but across multiple branches, **the region** agrees with branches who takes the lead
- Where a MAT or standalone falls within one branches boundary then we would ask **the branch** to lead

4. Joint union work

It will be important to coordinate our implementation campaign with GMB and UNITE and agree common action against academies refusing to implement.

5. Preparing for industrial action

We should be ready to challenge any academy that does not implement the award or which seeks to cut jobs or conditions to pay for it through local industrial action. Again the volume and geography of non-implementers will dictate whether we drive this nationally or locally.

It will be important for branches where a potential dispute could happen to discuss this possibility with members and to prepare membership and employer information for consultation/industrial action ballot.

6. Job and pay audit

We will ask MATs and standalones to do a job and pay audit once all support staff have been moved on to the new pay spine. This will create an opportunity for future discussions around pay and grading structures, particularly in larger MATs which cross local authority boundaries.

7. Consulting Members

Branches should explain the changes to members and consult them on local implementation arrangements.

It is for each branch to decide whether to hold a consultative ballot once the proposals are signed off (see below). If the branch does, the ballot question must be on acceptance of the local translation of the pay award and not the pay offer - which has already been accepted.

8. Getting your proposals 'signed off'

UNISON Centre will take responsibility for signing off the agreement on year two of the pay deal (i.e. the new pay spine) for the national MATs and any complex local agreements. Regions will be asked to sign off agreements for straightforward local MATs and standalones.

9. Legal Options

We continue to take advice on the legal options for challenging any NJC conditioned MATs or standalones who refuse to implement the NJC deal. However unless we have a clear contractual commitment from the employer to implement the NJC deal then our focus must be on an industrial, lobbying and campaign strategy to persuade employers.

10. Further Information

If you have any questions on this action plan, please speak to your Region.

IMPLEMENTING THE 2018-2020 PAY AWARD

ACADEMIES BRANCH CHECKLIST

Step 1 – Some branches may have already done this

- Send model letter to NJC conditioned employers asking them to confirm in writing what month they paid the 2018 increases and requesting a meeting to discuss arrangements for implementation of new pay spine **(Model letter is attached with this circular)**
- Please note: Branches do not have to write to the national MATs. The UNISON centre will do this. To avoid complication, the list of national MATs is attached.

Step 2 – If academy trust confirms agreement to implement the award in full

- Inform your Region of the positive response from the employer
- Arrange an initial meeting with the employer to discuss a timetable and arrangements for the assimilation process for year two. We are producing a presentation on how to implement year two of the deal including a spreadsheet for calculating the cost for employers with hybrid pay structures
- Make sure that you have an up to date version of the pay and grading structure(s) operated by the trust, headcount and 'full time equivalent' staffing figures for each scale point
- Make it clear to your employer/s that UNISON will not accept partial implementation of the pay award or cuts to jobs and conditions to pay for it and will take all necessary steps, including industrial action, to ensure members receive the full award
- Ensure that the branch has adequate facility time arrangements in place with the employer to participate in the process
- Identify local training and admin support needs and means of meeting them
- Talk to GMB and Unite locally to get them involved
- Hold workplace meetings to tell members – and non-members – what will be happening
- Make sure you have recruitment materials at each one!
- Ensure that your membership records are up-to-date
- Consult your Regional Organiser about your sign off arrangements

- Agree consultation arrangements with members on the final proposals

Step 3 – If an academy trust responds that it won't honour the NJC pay deal in full

- Inform your Region of the response from the employer
- Get hold of copies of contracts, collective agreements and all written statements from the trust highlighting their commitment to NJC – speak to your Region about seeking legal advice on whether we have grounds for a claim
- Send second model letter to employer urging them to reconsider and seeking a meeting – **(Second model letter attached with this circular, which can be amended to reflect local circumstances.)**
- If you do not receive a positive response to the letter send out members' leaflet and arrange members meeting to discuss campaign strategy – leaflet for use in academies refusing to honour the NJC pay deal will be available shortly
- Submit Freedom of Information request to trust on senior post holders pay, spend on external consultants, third party related transactions and agency staff – template FOI will be available shortly
- Speak to your Region about issuing local press release and other campaign ideas
- Prepare employer and membership records for further consultation and a possible industrial action ballot

National Joint Council for Local Government Services

Employers' Secretary:
Simon Pannell

Trade Union Secretaries
Rehana Azam, GMB
Jim Kennedy, Unite
Heather Wakefield, UNISON

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**To: Chief Executives in England, Wales and N Ireland
(copy to Finance Director and HR Director)
Members of the National Joint Council**

14 June 2018

Dear Chief Executive,

New Pay Spine 1 April 2019

The NJC pay agreement for 2018-20 includes the introduction of a new pay spine on 1 April 2019 that is based on the following:

- A bottom rate of £9.00 per hour (£17,364) on new Spinal Column Point (SCP)1 (equivalent to old SCPs 6 & 7)
- 'Pairing off' old SCPs 6-17 incl. to create new SCPs 1-6 incl.
- Equal steps of 2.0% between each new SCPs 1 to 22 incl. (equivalent to old SCPs 6-28 incl.)
- By creating equal steps between these pay points, new SCPs 10, 13, 16, 18 and 21 are generated to which no old SCPs will assimilate. This means that in some organisations the current number of pay points in a grade might change
- On new SCPs 23 and above (equivalent to old SCPs 29 and above), 2.0% increase on 2018 rate

This circular provides technical advice on issues related to assimilating employees to the new pay spine next April. However, this is not an exhaustive list and we will provide further guidance as necessary over the coming months. This circular does not discuss the wider issues around strategic approaches to pay and reward and development of good quality career structures linked to progression frameworks. Councils should take the opportunity to review their approach to career development in the light of any changes to grading structures they may need to make.

1. We use the NJC spine without any local variations in individual spine point values and our contracts provide for automatic link to the NJC settlement. Is the 2019 pay spine in the pay circular mandatory?

Yes. Agreements reached by the NJC are collective agreements and if they are incorporated into employees' contracts of employment then the changes will take effect automatically. The new spine will replace entirely the current spine and accordingly employees should assimilate across from their current SCP to the new corresponding SCP in April 2019.

2. How do we go about achieving the necessary changes to our grading structure?

Local employers should consider various options and present formal proposals around which there would be local negotiations with a view to reaching agreement. Discussions should start well in advance and reasonable facility time arrangements should be agreed.

In terms of measuring the impact of any changes, an equality impact assessment (EIA) will need to be carried out on proposals prior to implementation. Joint advice on carrying out EIAs is set out in the Green Book Part 4.11. This includes a recommended template for this exercise – see *template 3*.

Once assimilation has happened, employers will continue to have to meet gender pay reporting requirements, but it is recommended they also do a broader equal pay audit. Further advice on carrying out Equal Pay Audits is set out in the Green Book Part 4.10.

3. As an example, our current SCPs 8 and 9 are in different grades within our organisation. They are merged into a single point in the new pay spine. How can we address this?

It was recognised that by merging two pay points together at the lower end of the spine that this was likely to be a result. It was recognised by employers and unions during both the technical discussions and negotiations that a structure that has a pay point that is both the top of one grade and the bottom of another would be an acceptable approach to dealing with this.

4. We pay the Living Wage Foundation (LWF) rate as a supplement. What impact might this have on our arrangements?

This should be relatively straightforward; the bottom-loading in the NJC pay deal in 2018 and 2019 should significantly narrow the gap with the LWF rate, so you will merely reduce the level of the supplement.

5. We introduced the Living Wage Foundation rate by removing all pay points below that rate from our pay structure. Some of those pay points may now be above the LWF rate by 2019. What are our options?

In April 2017 the LWF rate was between SCPs 12 and 13. In April 2018 it was between SCPs 10 and 11. The LWF rate for next April is not yet known but we would expect it to be below the hourly value of SCP 2 on the new pay spine. This highlights the potential problems that can be caused by removing pay points from the structure. A council that used SCP 11 as its minimum point as a way of dealing with the LWF rate would find that point assimilating on to new SCP 3. It would need to consider whether to reintroduce the lower points as part of the broader assimilation process. This would be likely to assist with the erosion of differentials between the bottom two grades within a typical pay structure. However, care should be taken to ensure introducing lower points does not give rise to claims for unlawful deduction of wages.

Those councils that have some alternative 'low pay supplement' will need to consider the basis on which it has been paid and whether it can be included as part of the assimilation process

6. Our council contractually applies NJC settlements, but for historical reasons has some variations in the cash value of particular spine points. How do we apply the new pay spine?

You have a number of choices. You could calculate the percentage increase from 2018 to 2019 for a relevant NJC spine point and apply the same percentage increase to your cash value. However, it is recognised that this may produce some anomalous results such as individual pay points leapfrogging one another. Alternatively you could identify the nearest 'matching' point and use that as the basis to fully return to using the NJC spine. If you do the latter we would advise that you need to ensure that the pay increase is a minimum 2% from 2018 to 2019, but recognise that could also produce anomalies which could be addressed by an assimilation adjustment. There will no doubt be other options based on specific local circumstances and it is not possible to give an answer to all of those in such general guidance

7. Our existing pay structure was built on a principle of grades that were all the same number of pay points. The new spine would create much shorter grades at the bottom end.

This is an almost inevitable consequence of having to address the impact of the National Living Wage. To have evened out gaps in pay points and not merged some existing points would have been far too costly. It is of course open to councils to look to use linked or career grades, providing they represent genuine steps in the demands of the job (see Green Book Part 4.9 and [NJC JE Technical Note 7](#) for more detailed joint advice).

Breadth of grades should recognise the time period required for an employee to become fully competent in their role. We would therefore advise that good practice (particularly where incremental progression is largely automatic) would limit incremental progression to five years which is the case with a six point grade.

8. We have local pay bargaining with an entirely locally determined pay spine. Does the new NJC spine have any implications for us?

From a contractual point of view it is unlikely to have any impact. Clearly any arrangements you have in place will need to be compliant with the level of the National Living Wage. More broadly you may wish to look again at your arrangements in the light of the new national structure. The advantages of the NJC pay spine are:

- The NJC pay spine is transparent
- Using the NJC pay spine aids comparability with other NJC employers
- It becomes easier to apply future NJC pay awards
- Using the NJC pay spine future proofs the employer against National Living Wage increases and so provides stability
- The NJC pay spine provides a sound basis for future pay and grading exercises

9. Do we have to use all the points in the spine?

This isn't a requirement at present and will not be so in the future. Some councils will already not use particular spine points, although the creation of points that do not link into the assimilation process (new SCPs 10, 13, 16, 18 and 21) is likely to raise such issue again.

You may well have to use pay points that currently sit outside any local grading structures eg. Grade 'x' = SCPs 13-16 and Grade 'y' = SCPs 18-21.

If consideration is being given to not using particular points within a grade that of course will result in unequal steps and as with other changes this will need it to be part of your equality impact assessment.

10. If an employee is due an increment on 1 April 2019 how do we interpret the assimilation table?

The NJC agreement is silent on the approach to be taken with regard to the chronology of assimilation and increments when moving to the new pay spine on 1 April 2019. The two potential approaches produce different outcomes at some pay points – those in red in the third column.

Either of the approaches below are acceptable but it is important to use the same approach for the entire workforce covered by the agreement.

At the lower end at the six points which are the result of merging two existing points in to one, deciding what pay point an employee would have been on after getting an increment and then assimilating them to that one produces a lower outcome. Further up the spine there are five points where the result is the opposite. Clearly where increments are paid on a service anniversary date this won't be an issue

SCP at 31 March 2019	<u>Approach A</u> <i>New SCP if “assimilate first and then increment”</i>	<u>Approach B</u> <i>New SCP if “increment first and then assimilate”</i>
6	2	1
7	2	2
8	3	2
9	3	3
10	4	3
11	4	4
12	5	4
13	5	5
14	6	5
15	6	6
16	7	6
17	7	7
18	8	8
19	9	9
20	10*	11
21	12	12
22	13*	14

23	15	15
24	16*	17
25	18*	19
26	20	20
27	21	22
28	23	23

*Pay points not used for direct assimilation

A specific example is shown below where a current four point grade (SCP 18 – SCP 21) would become a five point grade in 2019 (New SCP 7 – SCP 11). Using 'Approach A' above, new SCP 10 is not used in the assimilation table. Old SCP 20 becomes new SCP 9. An employee on SCP 20 would therefore automatically move across to SCP 9 and if pay progression is applicable would then move up to SCP 10.

Current grade 31 March 2019	Assumed new grade 1 April 2019
SCP 18	SCP 7
SCP 19	SCP 8
SCP 20	SCP 9
	SCP 10
SCP 21	SCP 11

Similarly, a specific example using 'Approach B' would result in an employee on SCP 20 first receiving an increment to SCP 21 and then assimilating to SCP 11.

From SCP 28 on the existing pay spine this is more straightforward. Effectively the new pay spine merely re-numbers existing pay points. For example, an employee who was on SCP 30 on 31 March 2019 would automatically move across on to new SCP 24. If an increment is due on 1 April 2019 then that movement would be to new SCP 25.

An example that shows the different outcomes at the lower end of the spine is set out below:

Current grade 31 March 2019	Assumed new grade 1 April 2019
SCP 10	SCP 3
SCP 11	SCP 3
SCP 12	SCP 4
SCP 13	SCP 4
SCP 14	SCP 5

Using 'Approach A' an employee on existing SCP 10 would be assimilated to new SCP 3 and then receive an increment taking them to new SCP 4. Using 'Approach B', the employee would have been moved to existing SCP 11 to show the incremental progression and then assimilated across on to SCP 3.

11. Some of our existing four point grades could become five or six point grades if we apply the assimilation table with no adaptation to our grading structure. What could we do about this?

One option would be to have some longer grades. We would advise that good practice (particularly where incremental progression is largely automatic) would limit incremental progression to five years which is the case with a six point grade.

You may wish to consider losing either one or two SCPs from the grade by removing either the top and / or bottom point in the grade. This would raise issues about future costs if you are removing the bottom point. If the top point has been used to assimilate existing employees, you could initially seek to 'red circle' those employees, but not allow further progression to that pay point. Such an approach could at some point raise equality issues, so this would require an equality impact assessment and regular monitoring over time.

12. We link particular spine points to other conditions of service e.g. the level of premia payments, what do we do about that?

The [recently updated Green Book](#) (see particularly pages 26-29) has highlighted the necessary changes to take effect next April. You will need to ensure that these changes (and any relating to other spine points) are reflected in your contractual documents locally.

Yours sincerely,

*Simon
Pannell*

Simon Pannell

*Rehana
Azam*

Rehana Azam

*Jim
Kennedy*

Jim Kennedy

Heather Wakefield

Heather Wakefield

Joint Secretaries

Equality Impact Assessment Screening Form – 2018/19 - Appendix C

Please ensure that you refer to the Screening Form Guidance while completing this form. If you would like further guidance please contact the Access to Services team (see guidance for details).

Section 1

Which service area and directorate are you from?

Service Area: HR&OD

Directorate: Resources (Transformation)

Q1(a) WHAT ARE YOU SCREENING FOR RELEVANCE?

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

NATIONAL JOINT COUNCIL FOR LOCAL GOVERNMENT SERVICES; PAY AWARD FOR 2019/20

Q2(a) WHAT DOES Q1a RELATE TO?

Direct front line service delivery	Indirect front line service delivery	Indirect back room service delivery
<input checked="" type="checkbox"/> (H)	<input checked="" type="checkbox"/> (M)	<input checked="" type="checkbox"/> (L)

(b) DO YOUR CUSTOMERS/CLIENTS ACCESS THIS...?

Because they need to	Because they want to	Because it is automatically provided to everyone in Swansea	On an internal basis i.e. Staff
<input type="checkbox"/> (H)	<input type="checkbox"/> (M)	<input type="checkbox"/> (M)	<input checked="" type="checkbox"/> (L)

Q3 WHAT IS THE POTENTIAL IMPACT ON THE FOLLOWING...

	High Impact (H)	Medium Impact (M)	Low Impact (L)	Don't know (H)
Children/young people (0-18)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Older people (50+)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other age group	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Race (including refugees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Asylum seekers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sex	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gender reassignment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Welsh Language	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Community cohesion	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Q4 WHAT ENGAGEMENT / CONSULTATION / CO-PRODUCTIVE APPROACHES WILL YOU UNDERTAKE?

Please provide details below – either of your planned activities or your reasons for not undertaking engagement

We are consulting with our Trades Unions in the usual way, via JCC and monthly JCC meetings.

Q5(a) HOW VISIBLE IS THIS INITIATIVE TO THE GENERAL PUBLIC?

High visibility <input type="checkbox"/> (H)	Medium visibility <input type="checkbox"/> (M)	Low visibility x <input type="checkbox"/> (L)
---	---	--

(b) WHAT IS THE POTENTIAL RISK TO THE COUNCIL'S REPUTATION?
(Consider the following impacts – legal, financial, political, media, public perception etc...)

High risk <input type="checkbox"/> (H)	Medium risk <input type="checkbox"/> (M)	Low risk x <input type="checkbox"/> (L)
---	---	--

Q6 Will this initiative have an impact (however minor) on any other Council service?

x ☐ Yes ☐ No

If yes, please provide details below

This affects all staff on the main Grade 1 to 12 pay structure

Q7 HOW DID YOU SCORE?

Please tick the relevant box

MOSTLY H and/or M → HIGH PRIORITY → ☐ EIA to be completed
Please go to Section 2

MOSTLY L → LOW PRIORITY / NOT RELEVANT → ☒ Do not complete EIA
Please go to Q8 followed by Section 2

Q8 If you determine that this initiative is not relevant for an EIA report, you must provide a full explanation here. Please ensure that you cover all of the relevant protected groups.

An EIA was completed as part of the implementation of the 2014 Single Status Implementation. Discretionary additional increments are not being implemented, which would have created potential issues regarding employees at Grade 6 and 7 with a higher risk of Gender issues.

As there is no change to pay structure, we have been advised that there is no requirement to a full EIA. However, for sake of completeness the attached document has been completed and submitted to Trade Unions to help meet their requirements.

Section 2

NB: Please email this completed form to the Access to Services Team for agreement before obtaining approval from your Head of Service. Head of Service approval is only required via email – no electronic signatures or paper copies are needed.

Screening completed by:
Name: Linda Phillips
Job title: OD Project Officer
Date: 21 November 2018
Approval by Head of Service:
Name: Adrian Chard
Position: Strategic HR&OD Manager
Date: 21 November 2018

Please return the completed form to accesstoservices@swansea.gov.uk

Equality Impact Assessment (EIA) Report – 2017/8

This form should be completed for each Equality Impact Assessment on a new or existing function, a reduction or closure of service, any policy, procedure, strategy, plan or project which has been screened and found relevant to equality.

Please refer to the 'EIA Report Form Guidance' while completing this form. If you need further support please contact accesstoservices@swansea.gov.uk.

Where do you work?
Service Area: HR&OD
Directorate: Resources / Transformation

(a) This EIA is being completed for a:

Service/ Function	Policy/ Procedure	Project	Strategy	Plan	Proposal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) Please name and describe here:

Implement the new pay structure for 2019 (as nationally agreed between Local Government Employers and Trades Unions). This affects our workforce, not service users.

(c) It was initially screened for relevance to Equality and Diversity on: ADD DATE

August 2018

(d) It was found to be relevant to...

Children/young people (0-18)	<input checked="" type="checkbox"/>	Sexual orientation	<input type="checkbox"/>
Older people (50+)	<input checked="" type="checkbox"/>	Gender reassignment	<input checked="" type="checkbox"/>
Any other age group	<input checked="" type="checkbox"/>	Welsh language	<input checked="" type="checkbox"/>
Disability	<input checked="" type="checkbox"/>	Poverty/social exclusion.....	<input checked="" type="checkbox"/>
Race (including refugees).....	<input checked="" type="checkbox"/>	Carers (including young carers).....	<input checked="" type="checkbox"/>
Asylum seekers	<input checked="" type="checkbox"/>	Community cohesion	<input checked="" type="checkbox"/>
Gypsies & Travellers.....	<input checked="" type="checkbox"/>	Marriage & civil partnership	<input checked="" type="checkbox"/>
Religion or (non-)belief	<input checked="" type="checkbox"/>	Pregnancy and maternity	<input checked="" type="checkbox"/>
Sex.....	<input checked="" type="checkbox"/>		

(e) Lead Officer

Name: Linda Phillips

Job title: OD Project Officer

Date: 21 November 2018

(f) Approved by Head of Service

Name: Adrian Chard

Date: 21 November 2018

Section 1 – Aims (See guidance):

Briefly describe the aims of the initiative:

What are the aims?

We are required by **national** UK negotiations between local government employers and trades union representatives to implement the new pay spine in order to bring our pay structure in line with the application of Living Wage for all employees by 1 April 2019

Who has responsibility?

All Councils must comply – HR&OD have lead responsibility for Pay matters, therefore this is being led by Adrian Chard (Strategic HR&OD Manager), in conjunction with the Section 151 Officer (Finance).

Who are the stakeholders?

The new pay structure affects ALL employees grades 1-12 (Job Families Allocated posts)

Section 2 - Information about Service Users (See guidance):

Please tick which areas you have information on, in terms of service users:

- | | |
|--|--|
| Children/young people (0-18)x <input type="checkbox"/> | Sexual orientationx <input type="checkbox"/> |
| Older people (50+).....x <input type="checkbox"/> | Gender reassignmentx <input type="checkbox"/> |
| Any other age groupx <input type="checkbox"/> | Welsh languagex <input type="checkbox"/> |
| Disabilityx <input type="checkbox"/> | Poverty/social exclusion.....x <input type="checkbox"/> |
| Race (including refugees).....x <input type="checkbox"/> | Carers (including young carers).....x <input type="checkbox"/> |
| Asylum seekersx <input type="checkbox"/> | Community cohesionx <input type="checkbox"/> |
| Gypsies & Travellers.....x <input type="checkbox"/> | Marriage & civil partnershipx <input type="checkbox"/> |
| Religion or (non-)beliefx <input type="checkbox"/> | Pregnancy and maternityx <input type="checkbox"/> |
| Sex..... X <input type="checkbox"/> | |

Please provide a snapshot of the information you hold in relation to the protected groups above:

There is very little information held in ORACLE on the protected characteristics of our workforce, as outlined in the annual Equality Plan. There are less than 100 staff who have declared a disability, and there are very few that have declared religion or race information.

However, the implementation of the new pay structure must ensure that Equal Pay is maintained for men and women employed by the Council. We do have slight differences according to the current Gender Pay Gap analysis, but we do not have issues over EQUAL PAY. Therefore the main focus of this proposal is on GENDER, but other protected characteristics are unlikely to be directly or indirectly affected.

Any actions required, e.g. to fill information gaps?

We must continue to encourage staff to update their personal information on Oracle, but as this is voluntary, we must work with what we have available.

The HR information system relies on managers to keep the Employee Services data team updated and managers are reminded regularly to support employees in updating their personal information including equality data.

Gender information is currently 99.9% accurate. It is within the purview of the Employee Services team to ensure that employees are encouraged to update this information. The HR&OD Service reminds managers to encourage staff to update their employment records when appropriate.

Section 3 - Impact on Protected Characteristics (See guidance):

Please consider the possible impact on the different protected characteristics.

	Positive	Negative	Neutral	Needs further investigation
Children/young people (0-18) →	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Older people (50+) →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any other age group →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disability →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Race (including refugees) →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asylum seekers →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gypsies & travellers →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Religion or (non-)belief →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sex →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sexual Orientation →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gender reassignment →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Welsh Language →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poverty/social exclusion →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carers (inc. young carers) →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community cohesion →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marriage & civil partnership →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pregnancy and maternity →	x <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Thinking about your answers above, please explain in detail why this is the case.

The implementation of the new pay structure affects all men and women, grades 1 – 12. The initial assessment on the gender pay gap shows that there is a positive impact on ALL staff as there is an increase for staff across the pay spectrum of 2%, but for those in lower grades, there is an additional pay award equating to up to 8% for some roles. The overall pay award is 2% for all staff, including the Chief Officers. Generally as we have a significant segmentation of part time working, and a significant proportion of part time workers are women, there is a greater impact on women than men when this new pay structure is implemented, but overall there is a 2% improvement (reduction) on the gender pay gap.

Therefore, the implementation of the proposed new structure has a **positive impact** on the gender pay gap, and it is therefore recommended that the proposal is implemented as planned on 1 April 2019.

Section 4 - Engagement:

Please consider all of your engagement activities here, e.g. participation, consultation, involvement, co-productive approaches, etc.

What engagement has been undertaken to support your view? How did you ensure this was accessible to all?

We have engaged with Trades Unions, as required, on our proposal for implementing the new pay spines into our current grade structure. We have met all of the criteria outlined in the formal guidance provided by the JNC – and implemented the pay scale to have the lowest impact on all staff. The Unions requested that a full EIA be carried out, even though this is not required and a screening has indicated that a full EIA is unnecessary.

The outcome of the EIA indicates that the proposed new structure will have a positive impact on all grades and all staff.

What did your engagement activities tell you? What feedback have you received?

Awaiting formal agreement to the proposal. The TU have raised issues unrelated to the proposal and have no relevance to the implementation of the new pay structure as we have put before them. The TU representatives have other concerns relating to future pay that are not related to the proposal, as this was already agreed at a national level.

How have you changed your initiative as a result?

What you need to say here is how your engagement with the unions has changed the proposal (if it has)?

We have offered the best possible option to ensure that men and women are not in ANY DETRIMENT as a result of the implementation, and we will be having a positive impact on the current gender pay gap (the difference between men and women FULL time workers, based on average and median figures). In this case, in April 2019, the difference between men and women is being reduced by 2%, **therefore there has been no change to the proposal as this more than meets the obligations of the Council in implementing the new pay spine.**

Any actions required (e.g. further engagement activities, mitigation to address any adverse impact, etc.):

Communication/engagement plan with staff will be taken forward and implemented at the appropriate time. Implementation has to occur on 1 April 2019 to meet our legal obligations to staff.

Section 5 – Other impacts:

Please consider how the initiative might address the following issues - see the specific Section 5 Guidance

Foster good relations between different groups	Advance equality of opportunity between different groups
Elimination of discrimination, harassment and victimisation	Reduction of social exclusion and poverty

Please explain any possible impact on each of the above.

The proposed new pay spines have been tested for Gender Pay Gap issues and it seems that there is a positive impact on the current OVERALL gender pay gap – it is reduced by 2%. The impact is positive for all staff, as everyone will get a pay increase, no matter the grade. Some grades will see a significant increase, thus bringing lower paid staff up to the new 2020 living wage of £9.00 per hour a year early. There will be an impact on all employees, regardless of the protected characteristic definitions that may apply, as the implementation will not change the current grade structure.

What work have you already done to improve any of the above?

We have tested many options but the current proposal provides the best implementation of the new national pay spine model as it does not change the existing pay structure, which has been in place since 2014.

Is the initiative likely to impact on Community Cohesion? Please provide details.

No – there is no direct impact on community cohesion.

How does the initiative support Welsh speakers and encourage use of Welsh?

There is no specific impact on this group.

Actions (to mitigate adverse impact or to address identified gaps in knowledge).

Not applicable as there is no specific impact on any protected characteristic, including gender, as the pay model does not change the current pay structure.

Section 6 - United Nations Convention on the Rights of the Child (UNCRC):

Many initiatives have an indirect impact on children and you need to consider whether the impact is positive or negative in relation to both children's rights and their best interests. Please read the UNCRC guidance before completing this section.

Will the initiative have any impact (direct or indirect) on children and young people (think about this age group holistically e.g. disabled children, those living in poverty or from BME communities)? If not, please briefly explain your answer here and proceed to Section 7.

Not applicable in this instance, as only the workforce allocated to our main pay structure are affected, and no employee is under 18.

All initiatives must be designed / planned in the best interests of children and young people.

Best interests of the child (Article 3): The best interests of children must be the primary concern in making decisions that may affect them. All adults should do what is best for

children. When adults make decisions, they should think about how their decisions will affect children. This particularly applies to budget, policy and law makers.

Please explain how you meet this requirement:

Not applicable

Actions (to mitigate adverse impact or to address identified gaps in knowledge).

Not applicable

Section 7 - Monitoring arrangements:

Please explain the monitoring arrangements for this initiative:

Monitoring arrangements: There is a statutory requirement to report on the Gender Pay Gap, this will form the monitoring arrangements

Actions: We provide an annual statement on .GOV and the Swansea Council websites, and this is a regulatory requirement.

Section 8 – Outcomes:

Having completed sections 1-5, please indicate which of the outcomes listed below applies to your initiative (refer to the guidance for further information on this section).

Outcome 1: Continue the initiative – no concern



Outcome 2: Adjust the initiative – low level of concern



Outcome 3: Justify the initiative – moderate level of concern



Outcome 4: Stop and refer the initiative – high level of concern.



For outcome 3, please provide the justification below:

For outcome 4, detail the next steps / areas of concern below and refer to your Head of Service / Director for further advice:

The current suggested proposal is the best possible application of the new pay spine, and causes least issues for men and women currently allocated to the main JFA pay structure, regardless of any other protected characteristic that may apply to individuals or groups of staff.

This is the only option being put forward due to the timescales and the inherent wish of the Council to ensure there is no detriment to the workforce, for any reason, as a result of this requirement for change.

Section 9 - Publication arrangements:

On completion, please follow this 3-step procedure:

1. Send this EIA report and action plan to the Access to Services Team for feedback and approval – accesstoservices@swansea.gov.uk
2. Make any necessary amendments/additions.
3. Provide the final version of this report to the team for publication, including email approval of the EIA from your Head of Service. The EIA will be published on the Council's website - this is a legal requirement.

EIA Action Plan:

Objective - What are we going to do and why?	Who will be responsible for seeing it is done?	When will it be done by?	Outcome - How will we know we have achieved our objective?	Progress
Implement the new Nationally agreed Pay Spine on 1 April 2019	Strategic Manager HR&OD/Section 151 Officer	In time to implement on 1 April 2019	First payroll run will show the new data	Currently informing TU of the new proposed structure
Communicate change to staff	Strategic Manager HR&OD / Section 151 Officer	In time to implement on 1 April 2019	As above	Awaiting final comments from the TU, then we will commence comms with staff.

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* Please remember to be 'SMART' when completing your action plan (Specific, Measurable, Attainable, Relevant, Timely).