

DATED

BLAENAU GWENT COUNTY BOROUGH COUNCIL

BRIDGEND COUNTY BOROUGH COUNCIL

CAERPHILLY COUNTY BOROUGH COUNCIL

CARDIFF COUNCIL

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

NEWPORT CITY COUNCIL

RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL

THE VALE OF GLAMORGAN COUNCIL

and

TORFAEN COUNTY BOROUGH COUNCIL

SERVICE LEVEL AGREEMENT

UK GOVERNMENT SHARED PROSPERITY FUND

PEOPLE & SKILLS REGIONAL SUPPORT TEAM

THIS AGREEMENT is made theday of**BETWEEN**
BLAENAU GWENT COUNTY BOROUGH COUNCIL of Municipal Offices,
Civic Centre, Ebbw Vale NP23 6XB (“Blaenau Gwent”) **BRIDGEND COUNTY**
BOROUGH COUNCIL of Civic Offices, Angel Street, Bridgend CF31 4WB
 (“Bridgend”) **CAERPHILLY COUNTY BOROUGH COUNCIL** of Penallta
House, Tredomen Park, Ystrad Mynach, Hengoed CF82 7PG (“Caerphilly”)
CARDIFF COUNCIL of County Hall, Atlantic Wharf, Cardiff CF10 4UW
 (“Cardiff”) **MERTHYR TYDFIL COUNTY BOROUGH COUNCIL** of Civic
Centre, Castle Street, Merthyr Tydfil, CF47 8AN (“Merthyr”) **NEWPORT CITY**
COUNCIL of Civic Centre, Godfrey Road, Newport NP20 4UR (“Newport”)
RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL of The Pavilions,
Cambrian Park, Clydach Vale CF40 2XX (“Rhondda”) **THE VALE OF**
GLAMORGAN COUNCIL of Civic Offices, Holton Road, Barry CF63 4RU
 (“Vale”) **AND TORFAEN COUNTY BOROUGH COUNCIL** of Civic Centre ,
Glantorfaen Road, Pontypool, NP4 6YB (“Torfaen”)

1. BACKGROUND

1.1 The UK Shared Prosperity Fund (UKSPF or the Fund) is a central pillar of the UK Government’s Levelling Up agenda and a significant component of its support for places across the UK. It provides £2.6 billion of new funding for local investment by March 2025, with all areas of the UK receiving an allocation from the Fund via a funding formula rather than a competition. It will help places right across the country deliver enhanced outcomes and recognises that even the most affluent parts of the UK contain pockets of deprivation and need support.

- 1.2 In the Southeast Wales region, Rhondda are the Lead Authority. The UK Government will provide funds to the Lead Authority for the selected projects and the Lead Authority will enter into funding agreements with and administer the distribution of funds to the selected projects' deliverers and thereafter monitor and assure the successful delivery of those projects.
- 1.3 Underneath the overarching aim of building pride in place and increasing life chances, there are three UKSPF investment priorities: communities and place; supporting local business; and people and skills.
- 1.4 For several years the Local Authority areas of SE Wales have increasingly worked collaboratively in the areas of adult employability and youth progression. Most recently this has been demonstrated in the CELT project funded by the UK Government Community Renewal Fund and lead by Torfaen County Borough Council. These areas of work are supported by the People & Skills investment priority.
- 1.5 Torfaen County Borough Council will continue this collaborative work by providing a People & Skills Regional Support Team (Regional Support Team).
- 1.6 The Regional Support Team will manage the following:
 - A)** Commissioning / procurement of employability activities on behalf of the region (Please see Section 4).
 - B)** The team will provide a single point of contact for key strategic partners (e.g., Careers Wales & Regional Skills Partnership), and national / regional employers. Developing positive working relationships that contribute to achieving the outputs and outcomes of

the Fund. (Section 3)

C) Administration support for regional meetings that improve employability and skills provision within SE Wales including the establishment of a Strategic Management Board which will oversee the work of the Regional Support Team (Section 5).

2. DEFINED TERMS

2.1 In this agreement:

2.2 “this Agreement” means this Agreement dated day of

2.3 “Regional Support Team” or “RST” means Torfaen County Borough Council and should be read to mean the team responsible for the activities detailed in section 1.6 of this agreement.

2.4 “People & Skills Strategic Management Board” or “Strategic Management Board” or “SMB” means the group constituted by members from each of the Local Authorities to provide strategic management for the Regional Support Team in accordance with the Terms of Reference agreed.

2.5 “UKSPF” or “the Fund” refers to the UK Government’s Shared Prosperity Fund.

2.6 “SPF Lead Team” means Rhondda Cynon Taff County Borough Council and should be read to mean the team responsible for the monitoring, reporting and administering the claim process for all UKSPF projects approved for delivery in Southeast Wales by the Secretary of State.

2.7 “Rhondda” means Rhondda Cynon Taff County Borough Council.

2.8 “CCR” means Cardiff Capital Region.

- 2.9 “Operative Date” means 1st July 2023.
- 2.10 “Termination Date” means 31st March 2025 unless or until any later date is agreed and accepted by the Strategic Management Board.
- 2.11 “Local authority partner” means Blaenau Gwent County Borough Council, Bridgend County Borough Council, Caerphilly County Borough Council, Cardiff Council, Merthyr Tydfil County Borough Council, Newport City Council, Rhondda Cynon Taff County Borough Council, Torfaen County Borough Council and Vale of Glamorgan Council.

3. STRATEGIC FIT & RELATIONSHIP MANAGEMENT

- 3.1 The Regional Support Team will assist Local Authorities in the delivery of their People and Skills projects, developing a consistent approach to adult employability and young people progression across the SE Wales region.
- 3.2 The work of the Regional Support Team will aid the activities and the priority industry sectors identified by the Cardiff Capital Region Skills Partnership. The Local Authorities will identify any needs and liaise with the Regional Support Team to define a specific schedule as required.
- 3.3 Organisations and individuals wishing to engage with employability support and the Shared Prosperity Fund can find it challenging and time consuming to contact the appropriate person or team. To alleviate this issue, the Regional Support Team Manager will provide a lead point of contact and represent the People & Skills SMB at meetings and forums including strategic partners such as Jobcentre Plus, Careers Wales,

Cardiff Capital Region Skills Partnership, the Third Sector and Data Cymru.

- 3.4 The Regional Support Team Manager will form a positive working relationship with the CCR Skills & Talent Manager ensuring that the potential of UKSPF People & Skills funding is maximised, duplication minimised and areas of progression from LA to CCR activity explored.
- 3.5 The Regional Support Team will work alongside the EU Funded Southeast Wales Regional Engagement Team to ensure a smooth transition from European Social Fund employability & skills support to provision supported by UKSPF.
- 3.6 Where appropriate the Regional Support Team will support the SMB with the engagement of large employers and priority employment sectors to fulfil recruitment needs and maximise growth opportunities.
- 3.7 The Regional Support Team will collate and disseminate information including labour market intelligence in a timely manner to the Strategic Management Board so it can be utilised to inform local project delivery.

4. PROCUREMENT

- 4.1 The Fund has been designed to focus on local delivery. However, since 2019 a considerable amount of work has been done working towards a regional employability approach and during this work it has been recognised that procurement is one area where regional collaboration can be of most benefit.
- 4.2 The increased scale of regional or sub-regional procurement can provide better value for money, greater interest from suppliers, less work and

duplication for local project teams as well as preventing LAs from competing for the same providers in specialist areas of delivery.

4.3 In addition, both the lead SPF team in Rhondda and individual Local Authorities have been approached by the Further Education sector, WCVA, other voluntary organisations and private training providers asking how they get involved in UK_SPF employability & skills delivery and support. Regional procurement provides a fair and open mechanism for this to happen while allowing local authorities to maintain control of what is delivered and to whom.

4.4 Once the DPS are established Local Authorities will call off contracts as and when required and to the value determined by their own financial budgets.

4.5 It is recognised that for some types of activity or support local procurement will be more appropriate, that process will still be the responsibility of the local delivery teams.

4.6 Outlined below is a proposal of the procurement activities that the Regional Support Team would deliver and support:

4.7 Priority Industry Sectors

4.7.1 Within the CELT project which was very much a pilot for UKSPF several LAs across the region developed and trialled Priority Industry Engagement (PIE) Pathways. The aim was to support local people into “starter” jobs within Cardiff Capital Region priority industries

4.7.2 However, the results were very mixed, and the project evaluation concluded that LAs needed to bring in more external

specialist providers to support these activities and they would increase success if delivered on a bigger scale e.g., regional, or sub-regional.

4.7.3 To incorporate these recommendations the most appropriate action to take would be to establish a Dynamic Purchasing System (DPS) covering the following sectors:

- Creative Industry
- Advance Manufacturing
- Digital Sector
- Foundational Economy (Health & Social Care)

4.7.4 The DPS can streamline procurement for both suppliers and Local Authorities; suppliers don't have to demonstrate suitability and capability every time they wish to compete for a public sector contract, and the award of individual tenders can be quicker than under some other procedures. The DPS is more flexible in some respects than frameworks, particularly as suppliers may join it at any time during its period of validity, meaning that suppliers are not locked out for the duration as they are with traditional frameworks.

4.7.5 The Regional Support Team would undertake the following activities:

- Arrange and facilitate PIN Notice (buyer) events to generate interest from potential suppliers and to gain more intelligence about what can and should be purchased.

- Develop a DPS specification covering LA & supplier feedback across all priority sectors.
- Issue a call for competition on Sell2Wales.
- Receive, review, and carry out due diligence on supplier submissions.
- Establish approved supplier list for each priority sector.
- Support LAs to run mini competitions and call off individual contracts from the DPS.
- Provide advice and guidance so LAs follow all procurement regulations.
- Continue to review, amend, and manage the DPS over the lifetime of the project.

4.8 Green Skills / High Carbon

4.8.1 The Fund contains the following two interventions which a number of Local Authorities have indicated they wish to deliver against but require specialist support:

- *W40: Green skills courses targeted around ensuring we have the skilled workforce to achieve the government's net zero and wider environmental ambitions.*
- *W41: Retraining and upskilling support for those in high carbon sectors, with a particular focus on transitioning to green, and Industry 4.0 and 5.0 jobs.*

4.8.2 To support the delivery of these interventions a further Dynamic Purchasing System would be established to procure specialist suppliers. The Regional Support Team would undertake the following activities:

- Arrange and facilitate PIN Notice (buyer) events to generate interest from potential suppliers and to gain more intelligence about what can and should be purchased.
- Develop a DPS specification covering LA & supplier feedback across all priority sectors.
- Issue a call for competition on Sell2Wales.
- Receive, review, and carry out due diligence on supplier submissions.
- Establish approved supplier list for each priority sector.
- Support LAs to run mini competitions and call off individual contracts from the DPS.
- Provide advice and guidance so LAs follow all procurement regulations.
- Continue to review, amend, and manage the DPS over the lifetime of the project.

4.9 Any procurement requested in addition to the work packages above would be subject to available capacity in the Regional Support Team and need to be agreed by the Strategic Management Board.

4.10 Each area of procured activity outlined above will take place on a regional or sub-regional level with a minimum of three local authorities participating in the tender process.

5. ADMINISTRATION SUPPORT

5.1 The Regional Support Team will organise and provide the administration support for the People & Skills Strategic Management Board (SMB). The SMB will be comprised of one representative from each Local Authority. Each Local Authority should select someone of appropriate decision-making level as the SMB will oversee and prioritise the work of the Regional Support Team.

5.2 The initial meetings of the SMB will decide the frequency of meetings, theme of meetings, future agenda items and if there is a requirement for additional meetings e.g., an operational delivery group, Supporting Young People Group (Work previously covered by I2A / I2W). Once agreed this will be confirmed in writing to all partners by the Strategic Management Board Terms of Reference. Terms of Reference will also be written and agreed for the other regular meetings.

5.3 Focus groups, workshops and other one-off meetings to cover topics in depth such as procurement will be held upon request from the Strategic Management Board providing there is capacity within the Regional Support Team. This may on occasion include external partners from the public, private and third sectors.

5.4 The cost of any room hire, refreshments, equipment hire or stationary related to the organisation of a regional People & Skills meeting will be

paid for from the Regional Support Team budget and is incorporated into the contribution from each Local Authority.

- 5.5 Where there is a strategic benefit, guest speakers will be invited to the Strategic Management Board, for example representatives from Careers Wales, Regional Skills Partnership or the Cardiff Capital Region.
- 5.6 The Regional Support Team will disseminate information to all local authority partners within the region in an appropriate and timely fashion.
- 5.7 The Regional Support Team will support partners to promote, communicate and share local delivery activities, campaigns, recruitment and engagement.

6 AGREEMENT / PAYMENT ARRANGEMENTS

- 6.1 The Regional Support Team will be financed by a contribution from each participating Local Authority. Those contributions are based on each Local Authority's budgeted SPF People & Skills project allocations. (24th March 2023)
- 6.2 The Regional Support Team will invoice the Local Authorities on the 1st November 2023 for the financial year 2023-24, and on the 1st April 2024 for the financial year 2024 -25.
- 6.3 The Local Authorities will pay the invoice within 28 days of receipt.
- 6.4 The total cost of providing the Regional Support Team will be £246,413. This consists of staff costs totalling £214,273 (including on costs), and overhead costs of £32,140. The overhead costs include office accommodation, utility costs, travel expenses, IT equipment, mobile

phone charges, stationery and room hire for regional People & Skills meetings. These costs cover the period 1st July 2023 to 31st March 2025.

6.5 Each Local Authority's total contribution and two invoice amounts are detailed in the table below:

Local Authority	People & Skills Budget (24th March 2023)	Contribution 2023 -24	Contribution 2024 -25	Total Contribution
Blaenau Gwent	£8,599,836	£14,571	£20,493	£35,065
Bridgend	£7,197,826	£12,206	£17,166	£29,372
Caerphilly	£7,630,835	£12,933	£18,189	£31,122
Cardiff	£9,737,524	£16,507	£23,215	£39,722
Merthyr	£5,400,500	£9,154	£12,875	£22,029
Monmouthshire				Not Participating
Newport	£9,157,763	£15,524	£21,833	£37,356
RCT	£3,901,126	£6,615	£9,303	£15,918
Torfaen	£6,930,250	£11,766	£16,547	£28,313
Vale of Glamorgan	£1,839,801	£3,123	£4,392	£7,516
	£61,294,961	£102,399	£144,014	£246,413

6.6 The Regional Support Team will provide the procurement support outlined in Section 4, financial payments to successful procured suppliers will be made directly from the local authority calling off the contract to the supplier.

7. DISPUTE RESOLUTION

7.1 If there is a dispute between the Local Authority partners or between the Local Authority partners and the Regional Support Team concerning the interpretation or operation of this Agreement then any party may notify the others in writing that it wishes the dispute to be referred to a meeting of the Strategic Management Board to resolve, all parties negotiating on the basis of good faith and in line with the agreed Terms of Reference for the Strategic Management Board

7.2 If, after 28 days from the date of notice referred to above (or such longer period as the parties may agree), the dispute has not been resolved, the Strategic Management Board may refer the matter to Arbitration on the following basis:

7.2.1 Referral shall be to a single Arbitrator selected by the Strategic Management Board or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration

7.2.2 Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to:

7.2.2.1 Obtain the assistance of such experts as he or she shall think fit and to adopt any statement or report that is obtained.

7.2.2.2 Order and direct what he or she shall think to be done by the Regional Support Team or any of the

Local Authority partners respectively in relation to the matters in dispute: and

7.2.2.3 Apportion the costs of arbitration to be split between the Local Authority partners in a manner that he or she sees fit;

7.2.3 The decision of the Arbitrator shall be final and binding on all Local Authority partners including the Regional Support Team.

8. TERMINATION

8.1 Any Local Authority partner may give no less than 3 months' notice in writing to terminate this Agreement.

8.2 Upon completion of the notice period, Torfaen County Borough Council will return the financial contribution to each Local Authority partner detailed in section 6.5 of this agreement, on a pro-rata basis for each full calendar month remaining of the financial year. For example, if the notice period ended on 30th September 2024, Torfaen CBC would return 6 months (50%) of the financial contribution for 2024-25 to each local authority partner.

9. COMMENCEMENT AND DURATION

This Agreement shall extend from the Operative Date of the 1st of July 2023 until the Fund terminates on the Termination Date currently 31st March 2025.

In the event of the Fund being extended and the Termination Date revised, Torfaen County Borough Council will submit a proposal including financial costs to the Strategic Management Board to extend this agreement. A meeting of the Strategic Management Board will then be called to decide on whether to extend the agreement or apply the current Termination Date.

IN WITNESS WHEREOF the parties have executed this Agreement as a Deed
the day and year first above written:-

EXECUTED as a Deed

by affixing the Common Seal of

TORFAEN COUNTY BOROUGH COUNCIL

in the presence of:

.....

Authorised Signatory

**Executed as a Deed by affixing THE COMMON SEAL of
BLAENAU GWENT COUNTY BOROUGH COUNCIL
in the presence of:**

Authorised Signatory

**Executed as a Deed by affixing THE COMMON SEAL of
BRIDGEND COUNTY BOROUGH COUNCIL**
in the presence of:

Authorised Signatory

**Executed as a Deed by affixing THE COMMON SEAL of
CAERPHILLY COUNTY BOROUGH COUNCIL**
in the presence of:

Authorised Signatory

**Executed as a Deed by affixing THE COMMON SEAL of
CARDIFF COUNCIL**
in the presence of:

Authorised Signatory

**Executed as a Deed by affixing THE COMMON SEAL of
MERTHYR TYDFIL COUNTY BOROUGH COUNCIL**
in the presence of:

Authorised Signatory

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NEWPORT CITY COUNCIL**
in the presence of:

Authorised Signatory

**Executed as a Deed by affixing THE COMMON SEAL of
RHONDDA CYNON TAF COUNTY BOROUGH COUNCIL**
in the presence of:

Authorised Signatory

**Executed as a Deed by affixing THE COMMON SEAL of
VALE OF GLAMORGAN COUNCIL**
in the presence of:

Authorised Signatory