# Report



# Cabinet

Part 1

Date: 7 July 2021

Subject Mutual Investment Model (MIM) – 21st Century Schools Welsh

**Education Partnership – Strategic Partnership Agreement** 

**Purpose** To seek approval for the Council to sign-up to an Agreement that is supplemental to the

Welsh Education Partnership Strategic Partnering Agreement dated 30<sup>th</sup> September 2020

("Deed of Adherence to the Strategic Partnering Agreement")

**Author** Chief Education Officer

Ward All

Summary

The Welsh Government has procured Meridiam Investments as its private sector partner to work with it on the delivery of education and community facilities in Wales, under the Mutual Investment Model (MIM) of the 21st Century Schools Programme.

Meridiam Investments and a subsidiary of the Development Bank of Wales (known as WGCo) have formed WEPCO Limited (hereafter referred to as "WEPCo") to deliver infrastructure services to a number of Local Authorities and Further Education Institutions (the Participants), through a Strategic Partnering Agreement which was completed on 30th September 2020. Under the terms of the WEP Strategic Partnering Agreement (the SPA), WEPCo will be required to provide partnering services to the Participants, including (i) project development and delivery; and (ii) supply chain assembly and management. This may lead to the delivery of revenue supported Band B projects pursuant to a separate Project Agreement or, in due course, capital funded projects could be delivered through this contract structure. The Welsh Ministers are also party to the SPA as a Participant.

Following completion of the SPA in September 2020, other Local Authorities and Further Education Institutions now have a window within which they may enter into a supplemental agreement to the SPA, namely a "Deed of Adherence" which enables the Council from the date of execution to agree with each other person who is or who becomes a party to the SPA to be bound by the SPA (on the same terms and conditions). The Deed of Adherence is due to be completed later in 2021.

The purpose of this report is to explain the process and seek Cabinet approval to enter into the Deed of Adherence to the SPA, to facilitate the delivery of education and community facilities. The Cabinet is also asked to approve the appointment of Sarah Morgan, Chief Education Officer as 'Participant Representative' to sit on the Strategic Partnering Board.

It should be noted that in agreeing to enter into the Deed of Adherence to the SPA, the Cabinet is not being asked to decide to proceed with any MIM project. Any decision to proceed with a project would need to be approved by the Council and come back to the Cabinet in future for determination.

# **Proposal** For Cabinet to:

- (a) Approve the execution, delivery and performance of a supplemental agreement to the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 (the "Deed of Adherence") and from the date of execution of the Deed of Adherence to give effect to and be bound by the terms of the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 as a party to it, to facilitate the delivery of a range of infrastructure services and the delivery of education and community facilities;
- (b) Approve the terms of the Deed of Adherence and the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September at Appendix A and B of this report and summarised in Appendix 1 and 2 of this report so as to give effect to recommendation (a), subject to recommendation (c) below;
- (c) Note that the Chief Education Officer shall complete the Deed of Adherence for execution and is approved to complete all information gaps;
- (d) Note that the Deed of Adherence shall be executed as a deed and attested in accordance with Section 14.5 of the Constitution; and
- (e) Approve:
  - (i) The appointment of Sarah Morgan, Chief Education Officer as 'Participant Representative' to sit on the Strategic Partnering Board for the purposes of Clause 12 (*Parties' Representatives*) of the WEP Strategic Partnering Agreement; and
  - (ii) The name, address and contact details for the purposes of Clause 40 (*Notices*) of the WEP Strategic Partnering Agreement;
- (f) Note that in agreeing to enter into the Deed of Adherence it is not being asked during this meeting to decide to proceed with any Project, and that any decision to proceed with a Project will be considered separately and reported back to Cabinet in future report(s) for decision.

**Action by** Chief Education Officer

Timetable Immediate

This report was prepared after consultation with:

Corporate Management Team

# Signed

# **Background**

The Mutual Investment Model (MIM) was formally launched by the Welsh Government in February 2017 and is a platform for delivery of the "*Taking Wales Forward*" agenda. MIM has been designed to finance major capital projects due to a scarcity of capital funding. It is based on traditional PPP structures but with the following core principles embedded:

- an emphasis on wider community benefits;
- enhanced stakeholder involvement;
- public sector equity investment;
- no soft services; and
- effective and efficient contract management by the public sector.

The MIM is intended to support additional investment in social and economic infrastructure projects and help to improve public services in Wales. Under the MIM, the private sector partners will build and maintain public assets, and in return, the Council supported by funding from the Welsh Government will pay a fee to the private partner, which will cover the cost of construction, maintenance and financing the project.

The Welsh Government has procured Meridiam Investments as its private sector partner to work with it on the delivery of education and community facilities in Wales, under the MIM 21<sup>st</sup> Century Schools Programme. It will be the only means of delivering revenue funded Band B projects. Meridiam Investments and a subsidiary of the Development Bank of Wales (known as WGCo) have now formed WEPCO Limited (hereafter "WEPCo"), which will deliver infrastructure services to the Participants in Wales.

Welsh Ministers and a number of Local Authorities and Further Education Institutions entered into the WEP Strategic Partnering Agreement with WEPCo on 30th September 2020, each being the "Continuing Participants". The WEP Strategic Partnering Agreement provides for how the parties act together over the long term in a collaborative partnering non-adversarial and open manner to support the effective planning, procurement and delivery of education and community facilities in Wales and the delivery of infrastructure services.

The Council is able to access the Welsh Education Partnership — Strategic Partnering Delivery Model, as described in the OJEU Notice published 11th July 2019 (reference OJEU Ref: 2019/S 133-327173) and enter into a supplemental agreement to the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September, namely by a Deed of Adherence (**DoA**).

## The Strategic Partnering Agreement (SPA)

The initial term of the SPA is 10 years. This may be extended by 5 years by any one or more Participants. Under the SPA, WEPCo is required to provide partnering services to the Participants. These services include (i) project development and delivery; (ii) supply chain assembly and management and (iii) other professional services necessary to fund and deliver education and community facilities.

For the first 10 years of the SPA, WEPCo has the exclusive right to provide services to all Participants (as signatories to the SPA) including:

- Project Development Partnering Services to work up new "Qualifying Projects" (only) for delivery (including supply chain assembly, funding and value for money), set out in more detail in Schedule 3 (Partnering Services) of the SPA; and
- Project Services (design, construction, testing, commissioning and completion of the premises, hard facilities management, and installation of equipment) relating to a "Qualifying Project" subject to it becoming an "Approved Project" within the first 10 years of the SPA and for a MIM Band B project, provided that it has met the criteria set out in Schedule 5 (Approval Process for New Projects) of the SPA.

"Qualifying Projects" means those identified projects at the outset for delivery by WEPCo (as set out in a Schedule to the SPA) and all other 21st Century Schools and Colleges (Band B) MIM Programme projects, where such a project has been identified by a Participant required to enable them to provide education based services in the region.

Participants may ask WEPCo to provide on a non-exclusive basis:

- Project Services relating to capital projects required for the provision of education sector services (where expressly designated and approved under a Strategic Outline Programme) and/or community services;
- Strategic Support Partnering Services (such as estate planning, service planning and demonstrating value for money);
- Project Development Partnering Services in respect of potential new projects, which are not "Qualifying Projects", but requested by a Participant;
- Ongoing Partnering Services and/or Project Development Partnering Services after ten years, where the initial term of the SPA has been extended; and
- Project Services in respect of Qualifying Projects that become "Approved Projects" after 10 years, where the initial term of the SPA has been extended.

If a Participant receives funding for a 21st Century Schools and Colleges Band B MIM Programme project, WEPCo has the exclusive right to develop proposals for the delivery of that project (Project Development Partnering Services) within the first 10 years of the SPA. Therefore, the most likely outcome for a Participant that becomes a party to the SPA is that they proceed to develop a project or projects using the Approval Process in the SPA resulting in the execution of a Project Agreement that will govern the design, build, finance and maintenance of schools or colleges. Appendix 2 provides a more detailed summary of the SPA.

The SPA commits the Participants and WEPCo to work to the following nine key principles:

- to develop close working relationships between WEPCo and the Participants at all levels;
- to focus on achieving the best value for money operational performance within agreed timescales;
- to set in place business and cultural processes to enable the Participants and WEPCo to establish and agree challenging time and performance objectives and to meet or better them;
- to recognise each other's needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes;
- to identify by regular monitoring, weaknesses and strengths in the relationship between and amongst the Participants and WEPCo and to work together to overcome the weaknesses and to build on the strengths;
- to commit to the early recognition and resolution of differences, conflicts and disputes between and amongst the Participants and WEPCo in a 'no surprises' environment;
- to appoint within each of the Participants and WEPCo co-ordinators at senior level who will support, defend and promote the long term strategic partnership between them and its principles of operation;
- to develop openness and trust in a transparent information and data sharing environment; and
- in accordance with the Equality Requirements to positively promote equal opportunities and the Ethical Employment Code by combating discrimination on the grounds of race, ethnicity, religion, nationality, gender, disability, age or sexuality and promoting good relations between all sections of the community in 'everything we do' including:
  - Delivering high quality Education Sector Services and (where relevant) Community Services for end users; and
  - Working with the local community and partners in the public, private or voluntary sectors.

The Strategic Partnering Board (SPB) is the guardian vehicle of these commitments.

#### The Strategic Partnering Board (SPB)

The SPB acts as the primary mechanism for managing WEPCo's performance. The SPB is the central forum in which the Participants can work together with WEPCo, Welsh Government and Stakeholder Representatives to ensure that the key principles of the SPA are met. Participant representation is required on the SPB.

The SPB's role is to approve the Strategic Delivery Plan (SDP); ensure any new project proposals are consistent with the SDP; monitor WEPCo's performance against agreed Key Performance Indicators; approve any extension to the SPA term; and approve any proposed disposal of interest in share capital resulting in a loss of control by WEPCo (or subsidiary).

The Council's Representative will be expected to be a senior representative of the Council, with the appropriate authority to make decisions on behalf of the Council. They should be experienced in holding a director or similar position and have the required skills to make the decisions required to be made by the SPB. The Council will need to consider any likely conflicts of interest and ensure that conflicts of interest do not prevent the chosen representative from fulfilling their role as representative as well as any other role they hold directly in the Council.

The Council's Representative will attend the SPB meetings at least every three months, together with representatives of each Participant, WEPCo, Welsh Government and other stakeholder representatives as agreed by the Participants. These meetings are to review financial and operating issues and provide strategic input into the partnering arrangements including the exchange of ideas in relation to each of the Participants' accommodation and service delivery requirements.

The SPB must have a quorum of five Participants' representatives (one of whom must be a representative from Welsh Government) and a WEPCo Representative. If a quorum is not present at any meeting of the SPB within 30 minutes of that meeting's start time, the SPA requires that the meeting is adjourned to the same time and place five Business Days later. For any adjourned meeting, the quorum shall be one Participant's Representative (who must be a representative of the Welsh Government) and the WEPCo Representative. Telephone conference calls or video conferences are valid as a meeting of the SPB. Appendix 3 provides a more detailed summary of the role of the SPB.

The Council's nominated 'Participant Representative' to sit on the Strategic Partnering Board will be the Chief Education Officer, Sarah Morgan. It is noted that there may on occasion be conflicts between her role on Strategic Partnering Board and her substantive position as the Council's Chief Education Officer. Such conflicts will be referred to the Chief Executive of the Council for advice, consideration and determination.

# The Delivery of Projects

WEPCo shall, if requested to do so by one or more Participants, develop proposals for the implementation and delivery of new projects through the Approval Process for New Projects set out in Schedule 5 of the SPA. WEPCo will assist Participants in developing proposals for the delivery of new projects, the preparation of an outline business case and the obtaining of all necessary approvals to progress any new project request by a Participant.

Schedule 5 of the SPA sets out the procedure by which WEPCo and the Participants will work together to agree which New Projects will be taken forward and approved for development by WEPCo and on what basis. Schedule 5 sets out a two stage Approval Process for such New Projects. The approval process shall only apply in relation to Qualifying Projects regardless of whether the period of 10 years from the Commencement Date has expired. Appendix 4 provides a more detailed summary of the Approval Process for New Projects under the SPA.

# Commitments and Practicalities of Entering into the Deed of Adherence to the WEP Strategic Partnering Agreement (SPA)

Through entry into the DoA, as a supplemental agreement to the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September, the Council agrees with each person who is or who becomes a party to the WEP Strategic Partnering Agreement to be bound by it as a party in that capacity, on the same terms and conditions. Appendix 1 provides a more detailed summary of the Deed of Adherence.

The terms of the SPA offers an opportunity for the Council to draw down a range of strategic support and infrastructure services, in a procurement safe manner, without any obligation to do so, save only where exclusivity is granted to WEPCo in respect of developing proposals for MIM projects. For MIM projects, WEPCo through a robust approval process will still need to meet the Council's bespoke requirements identified at the outset for each new project, which includes site and project specific requirements and demonstrate value for money. Business case approval would also be required in the usual way. If the Council were to seek funding in the future from the Welsh Government for a MIM project, it is expected that WEPCo would be the intended delivery vehicle.

As a Participant to the arrangements, this provides the Council with a "seat at the table" to set priorities and have an understanding of the delivery plans for other participating authorities for education and community facilities in Wales.

#### What Happens If Approval Is Not In Place By The End Of 2021?

Local Authorities and FEIs are encouraged to enter into the DoA, as a supplemental agreement to the WEP Strategic Partnering Agreement entered into on 30<sup>th</sup> September 2020 regardless of whether they have a MIM Scheme in place as WEPCo also offers Strategic Support Partnering Services which can assist Participants with estates planning or associated activities.

The purpose of the SPA is to enable Participants to proceed to develop a project or projects using the Approval Process for New Projects within the SPA, resulting in the execution of a Project Agreement. In order to benefit from that process Participants need to execute and be a party to the SPA.

There may be a procurement risk in entering into the DoA, based on time elapsed argument, if the DoA is not entered into within a reasonable window of time after execution of the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020. Execution of the DoA in 2021 is considered to be reasonable.

#### **Potential Procurement Risk**

If a Participant were to choose not to sign the DoA and then wanted in the future to access Partnering Services or Project Services from WEPCo, it will not be able to do so in a procurement safe manner.

Similarly, with regards to 21<sup>st</sup> Century Schools and Colleges Band B funding, if a Participant were to not to choose to sign the DoA but then wanted to utilise WEPCo to deliver a Band B funded project (whether capital or revenue) in the future, it will also not be able to do so in a procurement safe manner.

Should for example, a Participant secure MIM Band B funding downstream from the Welsh Government for a project not currently identified and it was required to use WEPCo, it would not be able to do so in a procurement safe manner if it had not signed the DoA. WEPCo has the exclusive right to develop proposals for the delivery of a 21st Century Schools and Colleges Band B MIM Programme project (Project Development Partnering Services) within the first 10 years of the SPA. It is therefore recommended that the Cabinet approve entering into the DoA as set out in this report to ensure that from the date of its execution it is bound by the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 as a party to it.

## **Financial Impact**

There is no immediate financial impact by signing up to this strategic agreement in that it simply provides the Council with a "seat at the table" to set priorities and have an understanding of the delivery plans for other participating authorities for education and community facilities in Wales.

If the Council was to deliver any future qualifying project via the MIM route, which signing up allows it to consider, then the financial arrangement and structure is very different to current 21st Century Schools funding and delivery arrangements. These are explained, in broad terms, within the Head of Finance commentary but as said elsewhere here, signing up does not commit the Council to using the MIM route to funding/delivering education/community assets in going forward. It is likely the Council will need to develop/acquire an appraisal model to assess future funding options in delivering education scheme which could qualify for this funding route.

#### Risks

Risk	Impact of Risk if it occurs* (H/M/L)	Probability of risk occurring (H/M/L)	What is the Council doing or what has it done to avoid the risk or reduce its effect	Who is responsible for dealing with the risk?
Failure to sign the DoA resulting in future access to WEPCo not being carried out in a procurement safe manner	Ĺ	Ĺ	Signing the DoA now means that future access to WEPCo services will not be inhibited.	Chief Education Officer / Head of Finance
Failure to sign the DoA resulting in future delivery of a Band B funded project not being possible in a procurement safe manner	L	L	Signing the SPA now means that future delivery of Band B projects will not be inhibited.	Chief Education Officer / Head of Finance

<sup>\*</sup> Taking account of proposed mitigation measures

## **Links to Council Policies and Priorities**

Wellbeing of Future Generations (Wales) Act 2015 Corporate Plan Council Improvement Plan (*Aspirational People* theme) Education Service Plan

# **Options Available**

Option 1: To agree that the Council signs up to the DoA by Spring 2021 to enable access as a party to the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 and the services provided by WEPCo if and when required in the future.

Option 2: To decide not to sign up to the DoA.

#### **Preferred Option and Why**

The preferred option is Option 1. The Council understands that if it wishes to access revenue funding for Band B projects from the Welsh Government then it will need to use MIM to access the funding and WEPCo for delivery. There are no alternative delivery options for such funding. The Council recognises the benefits of entering into the DoA to have the ability for a Council representative to sit on the Strategic Partnering Board and (as required) access a range of services provided by WEPCo including, in the future, the delivery of Band B MIM projects.

#### **Comments of Chief Financial Officer**

This arrangement would provide an alternative source of funding and delivery arrangement for qualifying projects in order to provide education and community assets under the 21st century programme. Newport have no projects in the current Band B programme where WEPCo have exclusive rights to develop and deliver. Therefore, the Council is not committed to using this arrangement but signing up gives the opportunity to consider and use it where it believes it could provide better value than the current or any other alternative arrangement. It is likely that the Council will need to develop an appraisal process to assess this in going forward, taking into account whole life costs of these assets.

The MIM arrangement is different to the current arrangement where WG provides one-off capital grant funding for an agreed percentage share of the project cost in designing/building these assets with Councils providing the balance from its own resources and then the Council ultimately taking over responsibility for funding on-going maintenance through its own maintenance capital/revenue budgets. The MIM arrangement will establish a project delivery company which will charge the Council for the capital funding costs of the initial project costs plus on-going revenue costs for maintenance, excluding 'soft services'. Welsh Government will continue to provide funding support for this MIM model.

# **Comments of Monitoring Officer**

The proposed action is in accordance with the Council's statutory powers to enter into contracts for the provision of work and services, under section 111 of the Local Government Act 1972, the Local Government (Contracts) Act 1997 and the general powers of social and economic "well-being" contained in section 2 of the Local Government Act 2000. The contractual arrangements embodied in the Deed of Adherence and the Strategic Partnership Agreement are also compliant with the Council's public procurement duties under the Public Contracts Regulations.

The Strategic Partnership Agreement is essentially a public sector framework agreement, procured by Welsh Government, with WEPCo as the preferred provider and partner for the delivery of project management and professional support in connections with all Welsh Government MIM funded projects for education and community assets. Those local authorities and FEI's who have already entered into the Strategic Partnership Agreement (SPA) are able to contract directly with WEPCo for the delivery of any future MIM projects without having to re-tender or undertake any further public procurement. In return, they are committed to granting WEPCo exclusive rights to deliver these qualifying MIM funded projects for a period of at least 10 years. By entering into the Deed of Adherence (DOA), the Council will commit itself to complying with the terms of the SPA and will be able to avail itself of the services of WEPCo in relation to any future MIM funded projects. However, the DOA and SPA do not commit the Council to any specific projects at this time and there are no current MIM projects in the Band B schools capital programme. It would be a matter for Cabinet to decide how any future projects are funded, based on the relative whole life costs of the assets, but if it did elect to go down the MIM funded design/build/finance and operate model, then WEPCo would have exclusive rights to deliver the projects.

In order to take advantage of the framework and SPA arrangements, the Council will be required to enter into the DOA in 2021 as any further delays may not meet public procurement requirements because the original SPA was completed in September 2020. Given that this MIM funding and the WEPCo partnership is the preferred Welsh Government model for future schemes of this nature, then there are benefits in the Council signing-up to the arrangements, to keep its options open should it ever wish to go down this route.

Although the model form of resolution set out in the Proposals includes authority for the Chief Education Officer to complete the DOA and fill in any information gaps, this is covered already in the officer scheme of delegation in the Constitution, where the Head of Law & Regulation has delegated power to finalise the terms of any legal agreements and execute them as a deed by affixing the Council's seal to the documents. Any legal notices under the SPA will also need to be addressed to the Head of Law & Regulation.

The Council will be required under the DOA to appoint a representative to sit on the Strategic Partnering Board and act on its behalf in relation to overseeing the operation of the SPA. Cabinet are asked to approve the appointment of the Chief Education Officer as the Council's officer representative on the Board, although there may be occasions where there could be a conflict of interest with her strategic educational responsibilities and this will need to be resolved at the appropriate time. Under the Local Authorities (Executive Arrangements) (Functions and Responsibilities) (Wales) Regulations 2007, appointments to outside bodies is a local choice function which is reserved to full Council. Therefore, the appointment of the CEO as the Council's Board representative will need to be ratified and approved by full Council in due course.

# **Comments of Head of People and Business Change**

The 21st Century Schools programme provides for long term investment in schools to improve the quality of buildings, ensure sufficient places are available, reduce running costs and promote sustainability. As part of 21st Century schools the Mutual Investment Model (MIM) is intended to support additional investment in social and economic infrastructure projects and help to improve public services in Wales. The Council currently has no MIM projects, but signing the Strategic Partnership Agreement (SPA) will provide an opportunity for future access, and will allow for representation on the Strategic Partnering Board, which will help contribute to the Council's wellbeing objectives. There are no direct human resources implications arising from this report and Fairness Equalities Impact Assessments will be undertaken as necessary should the SPA be progressed.

#### Local issues

None

# **Scrutiny Committees**

None

# **Equalities Impact Assessment**

The Equality Act 2010 contains a Public Sector Equality Duty, which came into force on 06 April 2011. The Act identifies a number of 'protected characteristics', namely age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex; sexual orientation; marriage and civil partnership. The new single duty aims to integrate consideration of equality and good relations into the regular business of public authorities. Compliance with the duty is a legal obligation and is intended to result in better-informed decision-making and policy development and services that are more effective for users. In exercising its functions, the Council must have due regard to the need to: eliminate unlawful discrimination, harassment, victimisation and other conduct that is prohibited by the Act; advance equality of opportunity between persons who share a protected characteristic and those who do not; and foster good relations between persons who share a protected characteristic and those who do not. The Act is not overly prescriptive about the approach a public authority should take to ensure due regard, although it does set out that due regard to advancing equality involves: removing or minimising disadvantages suffered by people due to their protected characteristics; taking steps to meet the needs of people from protected groups where these differ from the need of other people; and encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.

Should there be a requirement to access the SPA in the future, a relevant Fairness & Equality Impact Assessment (FEIA) will be developed to support each proposal.

# **Children and Families (Wales) Measure**

Not applicable

## Wellbeing of Future Generations (Wales) Act 2015

Report writers need to indicate how they have considered the five things public bodies need to think about to show they have applied the sustainable development principle put into place by the Act. You will need to demonstrate you have considered the following:

- Long term: the importance of balancing short- term needs with the need to safeguard the ability to also meet long-term needs.
  - The Council currently has no MIM projects, but signing the SPA will provide an opportunity for future uninhibited access, and will also offer a "seat at the table" to set priorities and have an understanding of the delivery plans for other participating authorities for education and community facilities in Wales.
- Prevention: How acting to prevent problems occurring or getting worse may help us meet our objectives.
  - The Council currently has no MIM projects, but signing the SPA will provide future access to WEPCo for delivery of capital projects.

- Integration: Consider how the proposals will impact on our wellbeing objectives, our wellbeing goals, other objectives or those of other public bodies.
  - Whilst the Council currently has no MIM projects, any future arrangements could potentially impact on any and all of the Council's Well-being Goals and supports the Well-being Objective "To improve skills, educational outcomes and employment opportunities".
- Collaboration: have you considered how acting in collaboration with any other person or any other part of our organisation could help meet our wellbeing objectives.
  - This supports Welsh Government's initiative to procure a private sector partner to work with it on the delivery of education and community facilities in Wales, under the Mutual Investment Model (MIM) of the 21<sup>st</sup> Century Schools Programme.
- Involvement: The importance of involving people with an interest in achieving the wellbeing goals, and ensuring that those people reflect the diversity of the City we serve.
  - The WEPCo will deliver infrastructure services to a number of Local Authorities and Further Education Institutions.

#### **Crime and Disorder Act 1998**

Section 17(1) of the Crime and Disorder Act 1998 imposes a duty on the Local Authority to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area.

#### Consultation

Not applicable at this stage but will be carried out to support individual projects and proposals in the future.

# **Background Papers**

Appendix A: Deed of Adherence

Exempt Appendix B: Strategic Partnering Agreement

Appendix 1: Deed of Adherence Summary

Appendix 2: Strategic Partnering Agreement Summary Appendix 3: Strategic Partnering Board Summary

Appendix 4: Approval Process for New Projects Summary

**Dated: 7 July 2021**