

Service Level Agreement

Between

Waterford Local Community Development Committee (Local Action Group)
&
Waterford City & County Council (Financial Partner)
&
Waterford Leader Partnership Company CLG (Implementing Partner)
("the Parties")

This Service Level Agreement (SLA) between the parties covers the following:

1. Definitions
2. General Programme details
3. Partnership approach
4. Role of the Partners
5. Evaluation Structures
6. Funding, Payment Procedures and Audit
7. Reporting and Monitoring
8. Appeals
9. Review
10. Insurance, Health and Safety
11. Disputes
12. The Service Level Agreement and the Operating Rules
13. Termination
14. No Partnership or Agency

1. Definitions

"The Agreement" means the Contract signed between the Minister for Rural and Community Development, the LAG, IP and FP on November 30th2023 for the delivery of the Leader element of Ireland's 2327 LEADER Programme;

"The Department" means the Department of Rural and Community Development.

Implementing Partner ("IP") means the body or bodies identified in the Local Development Strategy which will deliver the majority of Project and Animation related actions associated with the implementation of the Local Development Strategy;

The Local Action Group ("LAG") means the local action group which designs and implements the Local Development Strategy;

Local Development Strategy ("LDS") means the Strategy developed by the LAG in accordance with Article 33 of EU Regulation 1303/2013 and as set out in Annex to Agreement;

Financial Partner ("FP") means the local authority identified in the Local Development Strategy which is responsible for the administrative and financial operations of the Group;

“The Programme” means The 2327 Leader Programme element of Ireland’s Rural Development Policy 2021 – 2025 ‘Our Rural Future’.

The Programme Operating Rules (“PORs”) means the rules set down by the Minister under which the LAG must implement the Programme and which are updated from time to time by circular from the Minister.

Independent Evaluation Committee (“IEC”) means the independent evaluation committee established by the LAG to assess and evaluate all applications for Programme funding. The Evaluation Committee will be solely responsible for making recommendations for funding, or otherwise, to the LAG.

“Procedures Manual” means the comprehensive procedures manual that must be maintained by the LAG for the management of Programme funding and activity.

2. General Programme Details

- 2.1 The name of the Programme is “The 2327 Leader Programme” being element of the Ireland’s Rural Development Policy 2021 – 2025 ‘Our Rural Future’.
- 2.2 This Service level Agreement (“SLA”) is put in place to deliver on the County Waterford’s Local Development Strategy (“LDS”) which is an appendix to the Agreement which incorporates the local implementation of the Programme. The Programme aims to improve the quality of life in rural areas and to encourage diversification of economic activity in rural areas. It seeks to bring about positive change helping to support and sustain rural areas for improvement through supporting ‘economic development and job creation’, ‘rural infrastructure and social inclusion’ and ‘Sustainable Development of Rural Environment and Climate Change Mitigation’.
- 2.3 This SLA will run for the duration of the Programme period, including any interim period and any extended period that might be sanctioned, subject to continued compliance with Programme requirements. The allocation for County Waterford for the period of the programme is **€6,092,411.00**

3. Partnership Approach

This SLA sets out the basis for an LCDC-led LAG under the Programme. The SLA sets out a framework for a public-private partnership approach to the delivery of the Programme by the Partners to the Agreement. It complies with EU regulatory requirements on LAG make-up and Local Development Strategy (LDS) implementation.

3.1 Principles of Partnership Approach

The proposed arrangements will operate on the following basis –

The LAG will discharge its role under the SLA with the IP for the duration of the Programme period up to 31 December 2027, and any extended period that might be sanctioned by the Minister, subject to continued compliance with the requirements of the FP and as per the Agreement. The role of the IP will include all project implementation elements.

3.2 Programme Operating Rules

The Programme will be implemented in accordance with the Programme Operating Rules ("PORs"), the purpose of which is to provide a framework for the consistent implementation of the Programme. The PORs apply to the implementation of each LAG's Local Development Strategy (LDS), Action Plan and the Financial Plan and supplement the terms and conditions of the contract between the LAG and the Department of Rural and Community Development ("Department"). All parties involved in the delivery of the Programme must familiarise themselves with the relevant regulations and PORs and keep abreast of changes and updates that occur from time to time. All PORs and Regulatory Requirements must be applied in each case i.e. they are not mutually exclusive and there must be compliance with all requirements.

4. Role of the Partners

The LAG has entered the Agreement with the Department, the IP and FP for the delivery of the Programme. The following sections outline the roles of each partner.

4.1 Role of the Local Action Group (LAG)

The LAG will have ultimate responsibility for the oversight and delivery of the Programme and its role will include the following:

- a) agree the overall strategic direction and the LDS priorities;
- b) outline roles and responsibilities of LAG partners in the implementation of the LDS i.e. the FP and IP roles;
- c) delegate to the IP the implementation role through this SLA;
- d) delegate to the FP the financial role including responsibility for implementation of Administrative Checks (where delegated), payment of funds and indemnification of the LAG through this Agreement);
- e) ensure compliance with the relevant regulations for the implementation of the Programme, Action Plan and the Financial Plan together with the PORs and Regulatory Guidance which may be issued from time to time;
- f) approve parameters for calls for proposals in accordance with the priorities and objectives set out in the LDS, Action Plan and the Financial Plan and the PORs;
- g) give ultimate approval for project applications in accordance with Art. 34 (3) (f) of Regulation 1303/2013
- h) oversee the performance of the IP and FP, as per the Agreement and in accordance with obligations of the PORs and Regulatory requirements issued from time to time;
- i) monitor and review on an ongoing basis, progress under the LDS, Action Plan and the Financial Plan and agree corrective action where required. This includes approval and submission to Dept by end of February of each year, of Annual Report prepared by the IP in advance of March LAG Meeting annually;
- j) approve and agree the mechanism for the establishment of the Independent Evaluation Committee (IEC) including arranging of and accommodating of IEC meetings based on the schedule of targeted calls;
- k) ultimately determine and approve, defer or refuse all decisions on projects; this will include recording and maintaining proper written records of such decisions as set out in EU Regulations, National legislation, PORs and Circulars. This includes detailed board minutes outlining the members present when making each decision and the rationale for the selection or rejection of applications, together with a consideration of issues such as deadweight,

displacement and the reasonableness of the costs as per the prescribed Appendix 7 - LAG Decision Making Minutes Template;

- l) Participate, as appropriate, in networking arrangements for the exchange of information and experience to be introduced by the EU or the Managing Authority as part of the Programme;
- m) In compliance with the provisions of Annex VIII Commission Implementing Regulation (EC) No. 808/2014, ensure that the support of the Minister and the EU for the implementation of the LDS is included in all public announcements and advertising and that a similar undertaking is provided by final beneficiaries.

4.2 Role of Implementing Partner (IP)

Within the arrangements agreed by the LAG, the IP will work with other partners to implement the LDS, the Action Plan and the Financial Plan. The thematic priorities and financial allocations of the Waterford LDS are listed hereunder:

Implementation of the CLLD Strategy	2023 (€)	2024 (€)	2025 (€)	2026 (€)	2027 (€)	Total €
Theme 1: Economic Development and Job Creation - Non-Island Communities						
Sub-theme 1a. The Green Economy	0.00	128,057.70	320,144.25	448,201.95	384,173.10	1,280,577.00
Sub-theme 1b. Agricultural Diversification	0.00	0.00	0.00	0.00	0.00	0.00
Sub-theme 1c. Rural Tourism & Recreation	0.00	169,014.00	422,535.00	591,549.00	507,042.00	1,690,140.00
Sub-theme 1d. Enterprise Development	0.00	0.00	0.00	0.00	0.00	0.00
Sub-theme 1e. Rural Food Production	0.00	0.00	0.00	0.00	0.00	0.00
Sub-theme 1f. Social, Community & Cooperative Enterprises	0.00	0.00	0.00	0.00	0.00	0.00
Sub-Total	0.00	297,071.70	742,679.25	1,039,750.95	891,215.10	2,970,717.00
Theme 2: Rural Infrastructure & Social Inclusion - Non-Island Communities						
Sub-theme 2a. Rural Infrastructure	0.00	0.00	0.00	0.00	0.00	0.00
Sub-theme 2b. Accessible Services	0.00	11,830.90	29,577.25	41,408.15	35,492.70	118,309.00
Sub-theme 2c. Optimising Digital Connectivity	0.00	0.00	0.00	0.00	0.00	0.00
Sub-theme 2d. Rural Youth	0.00	88,732.40	221,831.00	310,563.40	266,197.20	887,324.00
Sub-Total	0.00	100,563.30	251,408.25	351,971.55	301,689.90	1,005,633.00
Theme 3: Sustainable Development of Rural Environment and Climate Change Mitigation and						
Sub-theme 3a. Sustainable Development of the Rural	0.00	59,295.80	148,239.50	207,535.30	177,887.40	592,958.00
Sub-theme 3b. Climate Change Capacity Building:	0.00	0.00	0.00	0.00	0.00	0.00
Sub-theme 3c. Climate Change Mitigation and Adaptation	0.00	0.00	0.00	0.00	0.00	0.00
Sub-Total	0.00	59,295.80	148,239.50	207,535.30	177,887.40	592,958.00
Theme 3: Sustainable Development of Rural Environment and Climate Change Mitigation and						
Total Theme 3: Sustainable Development of Rural Environment and Climate Change Mitigation and Adaptation - Non-island and Island Communities	0.00	456,930.80	1,142,327.00	1,599,257.80	1,370,792.40	4,569,308.00
Total Budget Cost	0.00	456,930.80	1,142,327.00	1,599,257.80	1,370,792.40	4,569,308.00

LDS Action Plan

5.2 Theme 1: Economic Development and Job Creation

Local Objective 1 : Strategic Actions 1.1, 1.2, 1.3, 1.4, 1.5

Title of Local Objective	Investment in indigenous rural enterprises to maximise efficiencies and competitiveness, increase the offering for visitors whilst supporting a greener sustainable environment.
LEADER Theme/Sub-Theme	Economic Development and Job Creation - Sub-Theme 1a The Green Economy and 1c Rural Tourism and Recreation.
Rationale for the Objective	Small rural enterprises are the cornerstone of the local economy, providing much-needed employment and creating a demand for rural services. Supporting rural enterprises is tantamount to sustaining local services. Investment in greener, more energy-efficient technology enhances performance but is also kinder to the environment. Similarly, investment in redundant farm/industrial buildings and repurposing into sustainable accommodation is vital in rural areas where accommodation is at an all-time low due to the Ukrainian crisis. Lack of accommodation is severely impacting tourism providers trying to enhance their offering and bundling same with other providers to attract overnight visitors.
Link to the LECP	Objective 1: Low carbon and sustainable economy Goal I.1: Develop a flagship green economy, including the circular economy, and maximising opportunities while transitioning to a low carbon and resilient economy. Objective 2: Economic Diversity and Sustainable Growth Goal2.2: Scale established indigenous enterprises to maximise their global growth and job creation potential.
Financial Allocation	LEADER; €2,970,717 Matched: €2,970,717 Total: €5,941,434
No. of Strategic Actions	5

Waterford Local Development Strategy 2023-2027

Local Objective 1: Strategic Action 1.1 1a Green Economy

Title of Strategic Action	Capital Investment in Existing and Start-Up Technology that embraces greater efficiency and supports the environment.
Brief Description of Strategic Action	Assist and Invest development of ICT, engineering/fabrication, micro pharma, artisan food and traded services businesses in local villages. Emphasis will be placed on energy efficiency, recycling of waste and greener technology linking to LO3, 3a/c.
Link to LECP	Objective 1: Low carbon and sustainable economy. Goal 1.1: Develop a flagship green economy, including the circular economy, and maximising opportunities while transitioning to a low carbon and resilient economy. <i>and</i> Objective 2: Economic Diversity and Sustainable Growth. Goal2.2: Scale established indigenous enterprises to maximise their global growth and job creation potential.
Primary Target Group(s)	Private Business Promoters with the skills to operate in the fields listed above.
Geographic Area	The Call will be countywide.
Organisation who will deliver the action	WLP CLG
Gollaborating Organisations	Waterford LEO to provide allthe soft supports, SEAI, SETU
Timeframe of Delivery of the Action	Q1_2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 7 Existing: 5 New: 2 Projected Jobs: 29FTEs Sustained Jobs: Dependent on the applicant. Type of Initiative: ICT, Light Engineering, Micro Pharma, and Traded Services and artisan food producers Total Capital: €1,1 7 1,714 LEADER:€585,857 Private/Community/State: €585, 857 Cost per Job: €40,000 <i>*NB. The above estimates are based on EOIs</i>

Waterford Local Development Strategy 2023-2027

Local Objective 1: Strategic Action 1.2_1a Green Economy

Title of Strategic Action	Repurposing farm and industrial buildings into niche visitor accommodation.
Brief Description of Strategic Action	Repurposing old farm and industrial buildings into much-needed niche accommodation to support LO1/SA1.3 and SA1.5 There is currently very limited accommodation available to visitors due to the government's support of housing the Ukrainian community over the next 5-year period.
Link to LECP	Local Objective 3: Sustainable Placemaking and Destination Management. Goal 3.6: Develop Waterford as a sustainable and accessible place attractive to both domestic and international visitors with a sense of place and connected tourist amenities to enhance and support local communities and realise additional economic growth for Waterford.
Primary Target Group(s)	Rural Dwellers establishing Private Businesses.
Geographic Area	The locations for such enterprises will be on the 2 Estuaries, The Suir Estuary and the Blackwater Estuary, Dunmore East, Tramore, The Copper Coast, Dungarvan, The Gaeltacht Coast to Ardmore Coastline, the Waterford Greenway and the Comeragh's, St. Declan's Walk and the Anne Valley Walk.
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	WC&CC, Fáilte Ireland, Heritage Council, Teagasc
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 4-6 Existing: 2 New: 4 Projected Jobs: 10 FTEs Sustained Jobs: Dependent on the applicant Type of Initiative: 1 - 2 Recreational Vehicle Parks, 1-2 Glamping/Camping Sites, 1-2 Community Hostels. These facilities could service the Greenway, the Comeraghs/Knockmeldowns, Copper Coast, Dungarvan, Gaeltacht, Ardmore Total Capital: €1,389,440 LEADER: €694,720 Private/Community/State: €694,720 Cost per Job; €40,000 Visitor numbers; 2,500-3,000 per annum per project

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Local Objective 1: Strategic Action 1.3 Sub-Theme 1c Rural Tourism and Recreation

Title of Strategic Action	Support and develop activity tourism products in the county to entice visitors to overnight.
Brief Description of Strategic Action	Invest in the Start-up/Expansion of Existing Activity Tourism/Rural Recreation Businesses focused on Cycling, Kayaking, Chartering, Angling, Mountaineering, Walking, Mountain Biking, and non-core Activity Sports, as well as the specific auxiliary services to support these activities. Based on the proposed infrastructure, EV charging points will be created where possible to support electric cars and bicycles. This action is also linked to LO1/SA1.2, SA1.4, LO2/SA2.3 and SA2.4.
Link to LECP	Objective 3 - Goal 3.6 Goal: Develop Waterford as a sustainable and accessible place that is attractive to both domestic and international visitors with a sense of place and connected tourist amenities to enhance and support local communities and realise additional economic growth for Waterford.
Primary Target Group(s)	Rural Dwellers establishing Private Businesses; Community-owned Social Enterprises.
Geographic Area	The 2 Estuaries - Suir and Blackwater, Dunmore East, Tramore, The Copper Coast, Dungarvan, The Gaeltacht Coast to Ardmore Coastline, the Waterford Greenway and the Comeragh's, St. Declan's Walk and the Anne Valley Walk.
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	WC&CC, Fáilte Ireland
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 8 Existing: 4 New: 4 Projected Jobs 28 FTEs Sustained Jobs: Dependent on the applicant Type of Initiative: Activity Tourism Businesses/Activity Centres/Charter Businesses/Bike Rental/Pilgrim Route Total Capital: €1,126,760 LEADER: €563,380 Private: €563,380 Cost per Job; €40,000 Visitor numbers; 12,000 increase per annum <i>*NB. The above estimates are based on EOIs</i>

Local Objective 1: Strategic Action 1.4 Sub-Theme 1c Rural Tourism and Recreation

Title of Strategic Action	Community Hostels, RV Parks and Glamping/Camping
Brief Description of Strategic Action	Investment in Private/Community Hostels/Visitor Centres, RV Parks, Glamping/Camping. This action is also linked to LO1/SA1.3 activity tourism provision, 1.5 Culture and Heritage and 3.3.
Link to LECP	Local Objective 3: Sustainable Placemaking and Destination Management. Goal 3.6: Develop Waterford as a sustainable and accessible place attractive to both domestic and international visitors with a sense of place and connected tourist amenities to enhance and support local communities and realise additional economic growth for Waterford.
Primary Target Group(s)	Rural Dwellers establishing Private Businesses; Community operated Social Enterprises.
Geographic Area	The call will be countywide.
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	WC&CC, Fáilte Ireland
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 6 Existing: 3 New: 3 Projected Jobs: 42 FTEs Sustained Jobs: Dependent on the applicant Type of Initiative: 1-2 Recreational Vehicle Parks, 1-2 Glamping/Camping Sites, 1-2 Community Hostels. These facilities could service the Greenway, the Comeraghs/Knockmeal downs, Copper Coast, Dungarvan, Gaeltacht, Ardmore Total Capital: €1,690,140 LEADER: €845,070 Private: €845,070 Cost per Job; €40,000 Visitor numbers; 9,000 per annum per project <i>*NB. The above estimates are based on EOIs</i>

.1 FTE = €50,000 investment

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Local Objective 1: Strategic Action 1.5 Sub-Theme 1c Rural Tourism and Recreation

Title of Strategic Action	Culture and Heritage Product Development.
Brief Description of Strategic Action	Invest in developing the rich cultural and heritage base in Co. Waterford to ensure the natural product is accessible, preserved and enjoyed by the visiting public and supporting the SMART Village concept of creating and appreciating a sense of place. This action is also linked to LO2/SA2.1, SA2.3 and SA2.4.
Link to LECF	Local Objective 3: Sustainable Placemaking and Destination Management. Goal 3.7: Protect, manage, and enhance the natural heritage, biodiversity, landscape and environment of Waterford in recognition of its importance as a non-renewable resource, providing a unique identity and character for Waterford.
Primary Target Group(s)	Great House-Gardens, Social Economy Groups involved in Cultural Products, Cultural Organisations whose centres are or will be fully open to the public, Organisations involved in Interpreting and Promoting the Gaelic Culture and the Planter/Quaker Culture, Preservation of old traditional skills/crafts at risk of disappearing.
Geographic Area	Focus areas include the Blackwater and Suir Estuaries, the Gaeltacht of An Rinn/Sean Phobal, Dungarvan and Tramore and the Comeragh's.
Organisation who will deliver the action	WLPCLG
Collaborating Organisations	WC&CC, Udarás na Gaeltachta, Fáilte Ireland, FLAG, Heritage Council.
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 4 Existing: 3 New: 1 Projected Jobs: 10 FTEs Sustained Jobs: Dependent on the applicant Type of Initiative: Cultural Facilities, Gaeltacht Interpretation, Gaeltacht Visitor Facilities; Visitor Facilities for the Great Houses/Gardens, National Museum of Ireland Standard Interpretation Facilities; Traditional Music, Dance and Literature, Quaker/Planter Cultural Projects, Traditional skills/crafts Total Capital: €563,380 LEADER: €281,690 Private: €281,690 Cost per Job; €40,000 Visitor numbers; 6,000 per annum per project <i>*NB. The above estimates are based on EOIs</i>

5.3 Theme 2: Rural Infrastructure and Social Inclusion

Local Objective 2: Strategic Actions 2.1, 2.2, 2.3

Title of Local Objective	Underpinning Social Inclusion Initiatives in Rural Areas through investment in Physical and Human Capital.
LEADER Theme/Sub-Theme	Rural Infrastructure and Social Inclusion - Sub-Themes 2b Accessible Services and 2d Rural Youth.
Rationale for the Objective	Most towns and villages within the county have benefited from LEADER and other community funding schemes to refurbish community centres and halls to a high standard. However, not all communities have benefited from LEADER funding (see map in the appendix) due mainly to the need for capacity building and the limitations of this intervention on the implementor under the RD operating rules. Training is needed for a small number of groups to become tier 1 organisations, i.e., structured and prepared for funding opportunities. These groups can then join forces with neighbouring villages to create projects of scale under SMART Villages/REDZ. Promotion of activities and ancillary facilities to support youth (both NEETs and Non-NEETs) outside the classroom is also required, particularly those who do not take part in field sports, to develop their social skills and sense of well-being.
Link to the LECP	Objective 3: Sustainable Placemaking and Destination Management Goal 3.5: Drive the delivery of sustainable communities with connected amenities and housing of all types (affordable, social and private) in key areas in Waterford for existing communities and to attract inward migration and talent.
Financial Allocation	LEADER: €1,005,633 Matched: €55,398 Total: €1,314,553
No. of Strategic Actions	3

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Local Objective 2: Strategic Action 2.1 Sub-Theme 2b Accessible Services

Title of Strategic Action	Facilitation support and capacity building for new/established Voluntary Groups.
Brief Description of Strategic Action	The project involves providing training targeted at voluntary, not-for profit groups to bring them together and help strengthen and consolidate their leadership ability to deliver a cohesive plan for their village/town. Previous experience has shown that this intervention consolidates one representative community group in an area where there may be many to design and deliver unified actions. Portlaw Community Enhancement Group is one example which conducted a study of the needs in their area and identified some priority actions which are now being realised through securing Rural Regeneration Funding.
Primary Target Group(s)	Community training to Tier 1 status, i.e., SMART Villages and REDZ, Women's and Men's Sheds and the PPN.
Geographic Area	The Estuary - Dunmore East, Passage East and Cheekpoint, Comeragh area - Portlaw, Clonea Power, Ballymacarbry, Stradbally, Women and Men's Shed.
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	PPN, WAP, SETU
Timeframe of Delivery of the Action	Q1 2024 to Q4 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 8-10 Training Initiatives Existing : 40/80 Volu-nteers New: N/A Projected Jobs: 0 FTEs. Based on experience, this soft support intervention has a huge multiplier effect with a 50% success rate in transform-in-g vol-u-ntary members/g-rou-ps into structu-red a-nd organised entities capable of harnessing funding and implementing worthwhile projects. Sustained Jobs: None. Progression to capital_funding Type of Initiative: Training Total Capital: €131 ,455 LEADER: €1 18,309 Private: €13,145 Cost per Job; N/A <i>*NB. The above estimates are based on EOIs</i>

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Local Objective 2: Strategic Action 2.2 Sub-Theme 2d Rural Youth

Title of Strategic Action	Support for rural youth facilities to encourage participation and social interaction.
Brief Description of Strategic Action	To support youth facilities in the rural areas that are currently lacking, providing an alternative to field sports and catering for more diverse needs representative of emerging communities. Initiatives to be supported include performance arts, drama and music and scouting activities to encourage more active outdoor experiences. Linked to LO1/SA1.3 and SA1.5. This action will also be linked to the implementer's Care Farm initiative facilitating youths to experience life on the farm and undertake meaningful tasks.
Primary Target Group(s)	Rural Youth 12 - 18 yrs
Geographic Area	Lismore, Tramore, Kilmacthomas, Dungarvan and Ring.
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	Intreo, Macra na Feirme, \ WWETB, Teagasc, Waterford LEO, WAP, TUSLA, Comhairle na nOg, Care Farming, Clann Credo.
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 5 Existing: 3 New: 2 Projected Jobs: 0 FTEs. Most Community Facilities are staffed through DSP Programmes. Sustained Jobs: Dependent on the applicant. Type of Initiative: Capital Investment in Youth Equipment/supports Total Capital: €56,338 LEADER: €42,254 Private/Community/State: €14,084 Cost per Job; N/A <i>*NB. The above estimates are based on EOIs</i>

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Local Objective 2: Strategic Action 2.3 Sub-Theme 2d Rural Youth

Title of Strategic Action	Investment in three outdoor activity facilities.
Brief Description of Strategic Action	Investment in three outdoor facilities to support rural youth to become more active and participative in their community. The COVID-19 pandemic has had a hugely negative impact on this target group, where people have been forced to isolate and operate in a virtual world. Many now suffer from anxiety and retreat indoors. The locations chosen are based on interest from the communities and feedback from the public consultation process.
Primary Target Group(s)	RuralYouth
Geographic Area	Ring, Dungarvan and Knockanore
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	WC&CC, WLP CLG, Local Communities
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 3 Existing: 0 New: 3 Projected Jobs: 0 FTEs. Most Community Facilities are staffed through DSP Programmes. Sustained Jobs: Dependent on the applicant. Type of Initiative: Capital Investment Total Capital: €1,126,760 LEADER: €845,070 Private/Community/State: €28,169 Cost per Job; N/A <i>*NB. The above estimates are based on EOIs</i>

5.4 Theme 3: Rural Environment

Local Objective 3: Strategic Actions 3.1, 3.2 and 3.3

Title of Local Objective	Supporting sustainable environmental initiatives.
LEADER Theme/Sub-Theme	Sustainable Development of the Rural Environment and Climate Change Mitigation and Adaptation - Sub-Theme 3a Sustainable Development of the Rural Environment.
Rationale for the Objective	Creating exemplary biodiversity and renewable energy projects within communities will raise awareness and educate on a practical level. Experience from the consultation process has highlighted the lack of clarity around some of the jargon used in the public arena and the resulting lack of knowledge. Similarly, working with the experts in the field and creating an alternative village electricity scheme and building on the tradition of hydropower in the county, supporting a hydro scheme to generate greener energy.
Link to the LECP	Objective 3: Sustainable Placemaking and Destination Management Goal 3.7: Protect, manage, and enhance the natural heritage, biodiversity, landscape, and environment of Waterford in recognition of its importance as a non-renewable resource, providing a unique identity and character for Waterford.
Financial Allocation	LEADER: €592,958 Matched: €452,112 Total: €1,045,070
No. of Strategic Actions	3

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Local Objective 3: Strategic Action 3.1 Sub-Theme 3a Sustainable Development of the Rural Environment

Title of Strategic Action	Support of exemplar projects in biodiversity.
Brief Description of Strategic Action	The provision of support for three community groups to develop exemplar biodiversity projects similar to the Anne Valley in East Waterford through land donated by estate owners under a license agreement. Where community groups have access to council land or donated ground to create community allotments/gardens.
Primary Target Group(s)	Community groups who have access to local authority/donated land.
Geographic Area	Countywide
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	Teagasc, EPA, WC&CC, SETU, South East Energy Agency, GIY.
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 3 Existing: 0 New: 3 Projected Jobs: 0 FTEs. This cannot be estimated at the time of application. Indicators will be kept to create a future baseline. Sustained Jobs: Dependent on the applicant. Type of Initiative: Capital support Total Capital: €281,690 LEADER: €211,268 Private/Community/State: €70,422 Cost per Job; N/A <i>*NB. The above estimates are based on EOIs</i>

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Local Objective 3: Strategic Action 3.2 Sub-Theme 3a Sustainable Development of the Rural Environment

Title of Strategic Action	Development of Renewable Energy.
Brief Description of Strategic Action	LEADER will work with one of the SECs to develop a practical energy reduction project in one community as an exemplar, as the county's energy strategy heavily emphasises reducing residential energy usage. In addition, hydropower <u>will</u> also be supported, given the abundance of large rivers and tributaries within the LDS area and the history of hydropower in the now-defunct milling industries in places like Portlaw and Kilmacthomas.
Primary Target Group(s)	Rural Dwellers.
Geographic Area	Interest has been expressed in the River Glasha, Anne Valley and Clashmore area and one SEC area in West Waterford.
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	WC&CC; LAWPRO, South East Energy Agency.
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 2 Existing. 0 New: 2 Projected Jobs: 14 FTEs Sustained Jobs: Dependent on the applicant. Type of Initiative: Capital Investment into 2 Micro Hydro Power Facilities Total Capital: €563,380 LEADER: €281,690 Private/Community/State: €281,690 Cost per Job; €40,000 <i>*NB. The above estimates are based on EOIs</i>

Waterford Local Development Strategy 2023-2027

Local Objective 3: Strategic Action 3.3 Sub-Theme 3a Sustainable Development of the Rural Environment

Title of Strategic Action	Installation of smart electronic management systems into community-owned facilities.
Brief Description of Strategic Action	As previously stated, due to the plethora of community-funded schemes towards the refurbishment and upgrading of community facilities, the consultation process highlighted the need for exploring alternative use of some of these facilities to address rising overhead costs. This, coupled with the reliance on a limited number of volunteers responsible for some of these centres, ignited a smarter solution to give remote access to these facilities. Investment in this new technology will be supported as this action will also link into LO1/SA1.4 Investment in Community hostels, etc.
Primary Target Group(s)	Rural Dwellers.
Geographic Area	The Greenway hinterland and St. Declan's Way.
Organisation who will deliver the action	WLP CLG
Collaborating Organisations	WC&CC, SEAI, South East Energy Agency
Timeframe of Delivery of the Action	Q1 2024 to Q3 2027
Anticipated Outputs/ Indicators and Targets	Number of Projects to be Funded: 4-6 Existing: 4-6 New: 0 Projected Jobs: N/A Sustained Jobs: Dependent on the applicant. Type of Initiative: Capital equipment Total Capital: €200,0000 LEADER:€100,000 Private/Community/State: €1 00, 000 Cost per Job; N/A <i>*NB. The above estimates are based on EOIs</i>

Administration & Animation Costs

Budget Element	2023 (€)	2024 (€)	2025 (€)	2026 (€)	2027 (€)	2028 (€)	2029 (€)	Total (€)	Basis of Estimate
Rent and Rates	0.00	17,000.00	17,000.00	17,000.00	17,000.00	0.00	0.00	68,000.00	Based on current leases
Office Costs (see separate breakdown tab to be completed)	0.00	25,589.50	26,357.19	27,147.90	27,962.34	0.00	0.00	107,056.92	Based on costs in 2022 and expected inflation
Insurance	0.00	1,800.00	1,836.00	1,872.72	1,910.17	0.00	0.00	7,418.89	Based on costs in 2022 and expected inflation
Recruitment	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	Estimate of future costs
Staffing - Salaries	0.00	298,551.00	304,268.00	306,359.00	309,479.00	0.00	0.00	1,218,657.00	Estimate of future costs
Staff Training	0.00	1,500.00	1,500.00	1,500.00	1,500.00	0.00	0.00	6,000.00	Estimate of future costs
Communications/Publicity/Advertising	0.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	4,000.00	Estimate of future costs
Monitoring / Evaluation	0.00	0.00	5,000.00	0.00	5,000.00	0.00	0.00	10,000.00	Estimate of future costs
Financial/Professional Fees	0.00	6,900.00	7,107.00	7,320.21	7,539.82	0.00	0.00	28,867.03	Based on costs in 2022 and expected inflation
Animation Costs	0.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00	16,000.00	Estimate of future costs
Meeting Expenses	0.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00	8,000.00	Estimate of future costs
Travel & Subsistence	0.00	11,525.72	11,525.73	11,525.73	11,525.73	0.00	0.00	46,102.91	Estimate of future costs
Total Budget Cost	0.00	372,866.22	381,593.92	379,725.56	388,917.06	0.00	0.00	1,523,102.75	

4.2.1 In line with EU regulatory requirements, while the LAG will have ultimate responsibility for the implementation of the LDS and decisions on the funding of actions under the LDS, the IP will operationalise the strategy on behalf of the LAG through this SLA. The IP will be fully accountable to the LAG in this regard and this will include as a minimum the carrying out of activities to comply with the following:

- Uploading of LDS Monitoring data (e.g. sub-themes, local objectives and performance indicators) on the Programme ICT System and capturing of ongoing project monitoring information;
- Prepayment Checks by the Department;
- Post Payment Checks by the Department;
- EU Audits;
- IT System;
- Performance Indicators;
- General information requirements;
- Freedom of Information Requests; and
- Returns to the Department for funds drawdown and Annual Performance Reports.

4.2.2 The IP will deliver the project and animation related actions associated with the implementation of the LDS. This role will include, but will not be limited to –

- (a) Opening and maintaining a separate bank account or job code into which all contributions or advances of Public Funds shall be paid;
- (b) developing and issuing calls for proposals as approved by the LAG;
 - ensuring that calls for applications are widely publicised;
 - ensuring potential project promoters are provided with the opportunity to develop the necessary skills to deliver projects through training and capacity building, and
- (c) managing calls for proposals processes;
- (d) managing open-call and targeted project application processes;
- (e) implementing, managing and coordinating animation activity in the LAG area;
- (f) developing funding proposals with project promoters;
- (g) receiving project applications and ensuring that they are considered and processed on a timely basis including all EOIs which must be recorded on the Programme ICT System and submitted to the LAG for decision irrespective of IEC recommendation;

- (h) preparing and collating documentation for Administrative Checks¹ to the satisfaction of the FP;
- (i) submitting files for Administrative Checks including uploading of relevant information on Programme ICT System for remote verification;
- (j) project development, management and monitoring work with project promoters,
- (k) developing and implementing LDC-led projects;
- (l) providing administrative support to the IEC including circulation of project details for review and recording of Minutes at Meetings.
- (m) submission and presentation of EOIs and projects to the IEC. The format of presentation of projects to be agreed with the LAG and to include details of all projects submitted in respect of that category or call, including those ineligible or pending and why. The IEC in turn shall submit its report and recommendation in respect of each application directly to the LAG reflecting its independence. The Independent Evaluation Committee may submit observations to the LAG on the project applications, prior to the LAG decision. A Procedures Manual may be prepared locally to guide on the submission and presentation of EOIs and projects.
- (n) preparing contracts (Letters of Offer) with project promoters on behalf of the LAG (This role is limited to verifying that relevant procedures and regulatory requirements have been met by the IP and the LAG; there is no scope in this role for overturning a funding decision by the LAG). This will also include preparation of notification of LAG decisions to all EOIs. It will include informing project promoters of their obligations in terms of acknowledgement and publicity of the Programme as well as the right of the LAG to recover funding that is not in compliance with the Programme, Regulations and PORs and the requirement for the investment to persist for a minimum of five years;
- (o) issuing contracts to the project promoters on behalf of the LAG, once FP approval is given on foot of concluded Administrative Checks. This contract shall issue to the project promoters with a cover letter carrying the logos of the LAG, the FP and IP.
- (p) quarterly reporting of activity to LAG (within one month of end of quarter), including the use of the approved on line and computer reporting system;
- (q) monthly reporting of administration and animation expenditure with appropriate back-up documentation to the satisfaction of the FP and only expenditure directly related to those activities which are being funded under the Programme as part of the LDS, within 5 working days of the end of the month. No entertainment or hospitality costs associated with implementing the LDS shall be borne on Public Funds provided under the Agreement. The IP should notify the LAG immediately of any material changes that impacts on the delivery of the Programme or the sound financial management of Public Funds;
- (r) general file management, audit compliance and administration related to the above actions. This will include verifying that all consents, permissions, licenses etc., including planning permission, consent to entry on, or interference with land, other property or the right of any person or persons which form part of an application are in order prior to submission to the IEC.
- (s) participate, as appropriate, in networking arrangements for the exchange of information and experience to be introduced by the EU or the Managing Authority as part of the Programme;
- (t) in compliance with the provisions of Annex VIII Commission Implementing Regulation (EC) No. 808/2014, ensuring that the support of the LAG and its partners, Minister and

¹ EU Regulation 809/2014 laying down rules for the application of Regulation (EU) No 1306/2013 of the European Parliament and of the Council with regard to the integrated administration and control system, rural development measures and cross compliance.

- the EU for the implementation of the LDS is included in all public announcements and advertising and that a similar undertaking is provided by final beneficiaries;
- (u) have and keep in place adequate procedures for dealing with any conflicts of interest and notify the LAG if any Conflict of Interest comes to its attention during the currency of this SLA;
 - (v) have and keep in place systems to deal with prevention of fraud and/or administrative malfunction and notify the LAG immediately upon the discovery of, or the suspicion of, fraud or administrative malfunction connected with the Public Funds.

4.3 Role of the Financial Partner (FP)

The FP is a party to the Agreement. Within the arrangements agreed by the LAG, the FP shall be responsible for the overall administrative and financial management of the Group.

4.3.1 The tasks associated with this role include –

- a) Opening and maintaining separate job code into which all contributions or advances of Public Funds by the Minister to the LAG for the Programme shall be paid and all such payments shall be held in trust for the Minister until such time as they are expended by the LAG on eligible expenditure;
- b) providing advance administration and animation funding to the IP in support of the activity of the LAG;
- c) issuing of contracts prepared by the IP with LAG approval following Administrative Checks²;
- d) verifying and approving project payment claims, and making payments to promoters on behalf of the LAG within the timeframe set out by the Department;
- e) collating all running cost payments into one composite return;
- f) undertaking the Administrative Checks, referred to in clause 4.1 of the Agreement, in the event and subject to, as provided in clause 3.10, legislation being enacted delegating the carrying out of the said administrative checks to the LAG;
- g) verifying and approving all expense claims;
- h) submitting claims to the Department and requesting drawdown;
- i) Supporting the LAG in their role.
- j) Participate, as appropriate, in networking arrangements for the exchange of information and experience to be introduced by the EU or the Managing Authority as part of the Programme;
- k) The FP should notify the LAG immediately of any material changes that impacts on the delivery of the Programme or the sound financial management of Public Funds;
- l) have and keep in place adequate procedures for dealing with any conflicts of interest and notify the LAG if any Conflict of Interest comes to its attention during the currency of this SLA;
- m) have and keep in place systems to deal with prevention of fraud and/or administrative malfunction and notify the LAG immediately upon the discovery of, or the suspicion of, fraud or administrative malfunction connected with the Public Funds.

The FP will underwrite/indemnify the LAG for actions taken in implementing the LDS. The FP will have a robust verification role in respect of processes around decision-making to allow it underwrite LAG activities with confidence. This will be largely facilitated through the Administrative Check verification process. Additional verification processes can be implemented as agreed between the LAG and the FP.

5. Evaluation Structures

² This role is limited to verifying that relevant procedures and regulatory requirements have been met by the implementation partner and the LAG; there is no scope in this role for overturning a funding decision by the LAG.

The IEC will be nominated by the IP – under clear terms of reference agreed with the Chief Officer, on behalf of the LAG – to evaluate Programme project proposals and make recommendations for funding or otherwise to the LAG. All evaluation processes will be carried out in accordance with the Programme Operating Rules and EU Regulations governing the Programme.

“In-house” LAG or IP-led projects will be subject to the same rigorous evaluation process and scrutiny as outside promoters, administrative checks on “In-house” projects will be carried out by POBAL. Segregation of duties in relation to the staff involved in the project application or delivery as well as the project evaluation or administration will be made clear by the IP to the LAG.

5.1. Process for evaluation of projects

After examining the project the IEC will make a recommendation to the LAG as to whether the project should be grant aided or not. A detailed rationale for the recommendation will be included. If funding is recommended, the IEC will advise on the rate of aid, grant ceiling and any particular conditions attaching to the project.

The evaluation score and recommendation prepared by the IEC for each project application cannot be revised, amended approved or rejected by any other group/body before they are submitted to the LAG for decision.

The IEC are requested to submit assessed applications to the LAG for decision within two months of the date of receipt of the application by the IEC.

5.2. Process for appointment of Independent Evaluation Committee Members

The process for appointment to the IEC and its Terms of reference will be determined and agreed by the LAG in advance of opening for applications and will be subject to overall compliance with the Programme PORs.

5.3. Criteria for evaluation/assessment of project

The criteria for evaluation/assessment of the project will be considered and agreed by the LAG in advance of the opening for applications and must reflect the objectives and actions outlined in the LDS and the requirements of the LEADER PORs.

6. Funding, Payment Procedures and Audit

- 6.1 The FP will forward a claim for payment of project funds to the Department and on receipt of payment will issue payment to the beneficiaries via electronic fund transfer. The FP will also notify the beneficiaries that the payment has been made. The FP will share the payment documentation with the IP for its records and to upload onto the CRM.
- 6.2 The FP must provide advance funding for the administration and animation costs of the IP.
- 6.3 An ongoing budget profile of administration and animation funding will be provided by the IP to the LAG, on a monthly basis, demonstrating and detailing the profile of expenditure up to the end of Programme Funding. It is a responsibility of the IP to continue to demonstrate to the LAG its ability to deliver the administration and animation of the programme from within the available administration and animation funding allocation.

- 6.4 The IP will provide to the FP a specific breakdown of the component parts of the total administration and animation budget and justify any deviance from the schedule set out in the LDS to the satisfaction of the FP.
- 6.5 The IP, subject to the agreement of the LAG, will have the authority and flexibility to manage the allocated administration budgets within the programming period as it requires, due to the increased need for animation and development work at the early years of the programme and the increasing need for project management and payment processing in the later years of programme, subject to responsible management and administration of budget.
- 6.6 All submissions of claims from the IP to the FP are subject to the submission of vouched expenditure/evidences in accordance with the PORs.
- 6.7 The IP will establish a separate cost centre and bank account into which all funds related to the Programme will be lodged and from which all expenditure related to the Programme will be paid. The IP will maintain and record separately complete and accurate books of account in respect of all Programme related actions. Records of all receipts and payments and other supporting documentation in respect of the Programme shall be retained until 31st December 2036.
- 6.8 Financial partner salary costs will not be paid from programme costs. ASR supports from DRCD will cover FP salary.
- 6.9 The FP will be responsible for making payments to beneficiaries in accordance with Local Authority Accounting Code of Practice and the requirements vis-à-vis prompt payments of grants to project beneficiaries and ensuring conformity with tax clearance certificate requirements.
- 6.10 The IP will be responsible for completion of necessary documentation to allow the FP further compile and submit monthly returns to the Department through the approved online reporting system.
- 6.11 Accounts and Audit - the IP agrees to provide details of cheque signatories (where applicable) and expenditure authorisation levels to the LAG, make known the amount and source of any other funding used in the delivery of the Programme and co-operate fully with the FP, the LAG, relevant Government departments and other bodies appointed for the purpose of financial control and the carrying out of all audits, controls and checks under the Programme.

7. Monitoring and Reporting

- 7.1 The mechanism for Reporting and Monitoring of the implementation of the LDS shall be determined by the LAG.
- 7.2 A LECP Advisory Group will be established as a subgroup of the LAG to oversee the implementation of the LECP inclusive of the LDS. The IP will comply with reporting and monitoring of the LECP as agreed with the LAG/LCDC.
- 7.3 The IP will report monthly to the LAG on the implementation of the LDS which will be considered at meetings of the LAG.

8. Appeals

- 8.1 An appeals system will be put in place by the LAG to be consistent with the PORs.

9. Review

- 9.1 A review of this Service Level Agreement will be undertaken by the LAG in conjunction with any programme amendments.

10. Insurance and Health & Safety

The FP will underwrite/indemnify the LAG for actions taken in implementing the LDS. The FP will have a robust verification role in respect of processes around decision-making to allow it underwrite LAG activities with confidence. This will be largely facilitated through the Administrative Check verification process. Additional verification processes can be implemented as agreed between the LAG and the FP.

- 10.1 The IP will, for the duration of this agreement effect any necessary employers' liability insurance, public liability insurance or insurance against damage or loss to equipment and facilities. A copy of the relevant insurance cover from the IP and FP shall be submitted annually to the LAG. The LAG, IP and FP will not be liable for any injury, loss or damage whatsoever or to whomsoever caused by any act, default or omission of the Programme except to the extent that any such injury loss or damage is caused or contributed to by the negligence of the individual staff of their organisation. The IP, in working with project promoters, will make them aware that a condition of grant funding will be the requirement to effect and maintain relevant insurance including employer's liability insurance, public liability insurance and insurance against all risks in respect to damage to buildings, equipment or facilities used or invested in by the Promoter in relation to this Programme and shall furnish evidence, if requested, to the LAG of policies and endorsements, together with receipts for premiums paid.
- 11.2 It is agreed that staff provided by the IP in connection with the provision of the Programme will at all times remain in the employment of and be the sole responsibility of the IP. No liability shall attach to the LAG or FP in connection with any act or omission by the staff of the IP, nor arising from any provision of employment legislation in connection with the staff and the IP hereby indemnifies and agrees to hold harmless the LAG and the FP against all claims, actions, litigation and the costs and expenses associated therewith arising therefrom.
- 11.3 It shall be the responsibility of the IP and FP to take necessary steps for securing the health, safety and welfare of their own employees. The IP will abide by the Safety, Health & Welfare at Work Act 2005 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Programme.

11. Disputes

- 11.1 All or any disputes arising between the parties hereto concerning this Agreement shall be resolved between the parties by mutual agreement, but failing which, shall be referred to arbitration pursuant to the provisions of the Arbitration Act 1954 and 1980 and any subsequent amendments thereof or regulations made thereunder, whereby the parties shall agree the appointment of an independent arbitrator. In the event that such agreement is not possible the arbitrator shall be appointed by the President for the time being of the Law Society of Ireland. The decision of the arbitrator shall be final.

12. The Service Level Agreement and the Operating Rules

- 12.1 In the event of any conflict between the requirements of this SLA and the Operating Rules, the Operating Rules will take precedence.

13. Termination

- 13.1 Subject to the Agreement, the LAG will have the right to terminate this SLA at any time without prejudice to its other rights and remedies should the IP fail in the LAG's opinion to carry out its duties under this agreement. Such cancellation will take immediate effect on receipt of a letter of cancellation from the LAG and in the event of any cancellation no claim shall be made against the FP or LAG in respect of any loss or damage arising there from. In the event of cancellation outlined in this section, all or such portion of the Public Funds, as the LAG may determine, paid or to be paid to the IP shall be reimbursed to or withheld by the LAG.
- 13.2 Subject to the Agreement, the IP has the right to terminate this SLA at any time, specifying in writing the reason for such a termination. In that event, all or such portion of the Public Funds, as the LAG may determine, paid or to be paid to the IP shall be reimbursed to or withheld by the LAG.
- 13.3 If however after three months after the proposed start date the Programme has not commenced, then this SLA shall be deemed to automatically terminate.
- 13.4 In the event that the funding from the relevant Government Department for this Programme is suspended or ceases for any reason, and no alternative funding source is in place, this SLA shall be deemed to automatically terminate.
- 13.5 The SLA shall come into effect on the date of execution hereof by the parties.

14. No Partnership or Agency

- 14.1 This SLA shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

IN WITNESS WHEREOF the parties have hereunto signed their hands and affixed their seals hereto the day and year first herein written.

Present when the Seal of the Waterford City and County Council was affixed hereto:-

Chairperson of Waterford Local Community Development Committee
(known as the Local Action Group) DATE: _____

Chief Officer/Director of Services DATE: _____

Present when the Seal of Waterford Leader Partnership CLG was affixed hereto:-

Chairperson of **Waterford Leadership Partnership CLG**
(Implementing Partner) DATE: _____

Chief Executive Officer of **Waterford Leadership Partnership CLG** DATE: _____

Chief Executive of Waterford City and County Council
(Financial Partner) DATE: _____