

## **Telford Race, Equality and Diversity Partnership 2010/11 Service Level Agreement and Payment**

### **Report of the Chief Fire Officer**

For further information about this report please contact Paul Raymond, Chief Fire Officer, on 01743 260201 or Jonathan Hyams, Equality and Diversity Officer, on 01743 260236.

### **1 Purpose of Report**

This report informs the Committee of the progress of Telford Race, Equality and Diversity Partnership (TREDP), as requested by the Fire Authority, and brings to the attention of Members the draft 2010/11 Service Level Agreement negotiated with TREDP.

### **2 Recommendations**

The Committee is asked to:

- a) Approve the draft 2010/11 Telford Race, Equality and Diversity Partnership Service Level Agreement and approve the payment of £5,000 to the Partnership after signature of the Agreement by TREDP; and
- b) TREDP be requested to change its name as a matter of urgency to Telford Human Rights, Equality and Diversity and to develop its remit to cover all equality strands.

### **3 Background**

The Committee received a report at its meeting on 27 May 2010:

- Informing Members of the progress of TREDP, as requested by the Fire Authority; and
- Asking the Committee to endorse the request from the group for funding for 2010/11 with a concomitant Service Level Agreement.

The Committee recommended to the Fire Authority:

- Preparation of a Service Level Agreement setting out the measurable outcomes to be secured in exchange for a financial contribution to Telford Race, Equality and Diversity Partnership;
- On satisfactory conclusion and signature of this Service Level Agreement, a payment to TREDP not exceeding £5,000.00; and
- A request that TREDP change their name as a matter of urgency, which will highlight the partnerships involvement with all strands of diversity not just race.

A proposed Service Level Agreement has been negotiated with TREDP and is attached as an Appendix to this report.

## **4 Proposed Service Level Agreement**

### **Background**

TREDP asked for a contribution from Shropshire and Wrekin Fire and Rescue Authority of £5,305 for 2010/11. They proposed a new Service Level Agreement, which offered:

- Identification of any research activities needed to make informed decisions about the allocation of future resources to address problem areas. For instance investigating measures for addressing the increased number of fires affecting people with mental health problems or suffering from drug-related fire injuries;
- Securing the funding and resources to undertake these research activities; and
- Exploring with Shropshire Partnership Equalities Forum potential areas for collaborative working, sharing resources and avoiding duplication of effort.

They are seeking continuing support from the Authority for the future development of TREDP and its transition into THREaD Partnership (Telford Human Rights, Equality and Diversity), covering all equality strands in Telford & Wrekin.

### **Current Draft Service Level Agreement**

The attached Appendix sets out the proposed Service Level Agreement. It includes a number of key elements, which provide Shropshire and Wrekin Fire and Rescue Authority with significant added value, and will help to meet Service needs in the coming months.

This includes 4.2. Specific Services, which states:

“TREDP recognises the need to ensure there are direct benefits for its funders, particularly at a time when public funding is being stretched. In addition to the general services above, TREDP will provide the following specific services to the Authority:

- a) Identification of any research activities needed to make informed decisions about the allocation of future resources to address Fire and Rescue Service priorities. Such work will be agreed between the Authority and TREDP as needs arise throughout the periods of this agreement. Example could include investigating measures to address the increasing number of fires affecting people with mental health problems, or researching community attitudes towards working as firefighters.
- b) Securing the funding and resources to undertake the research activities identified in (a) above
- c) Exploring with Shropshire Partnership Equalities Forum any potential areas for collaborative working, sharing of resources and avoidance of duplication of effort.
- d) Continuing support for the future development and transition of TREDP into the Telford Human Rights, Equality and Diversity Partnership (THREaD) covering all equality strands.”

## **5 Financial Implications**

It is recommended that SFRA pays TREDP the sum of £5,000 in consideration of the Service Level Agreement for 2010/11.

## **6 Legal Comment**

Local Government is being encouraged increasingly to seek value for money when offering funding to voluntary/not for profit (often referred to as “Third Sector”) organisations, such as TREDP. This frequently involves a change of emphasis in the legal relationship from grant funding to service level agreements, which specify the outcomes the funder wishes to achieve, and introduce arrangements to monitor how well the recipient of the funding has achieved the outcomes. Legally, Service Level Agreements will often constitute contracts for services, which will be subject to the Fire Authority’s Standing Orders relating to contracts and the Public Contracts regulations 2006. The letting of contracts to the Third Sector is being actively promoted by Central Government as part of the development of the “Big Society”.

The proposed Service Level Agreement with TREDP contains general services it expects TREDP to provide, together with more specific services, some of which are to be the subject of further agreement in due course.

The Fire Authority's Contract Standing Orders apply to all contracts with third parties, including the agreement with TREDP but, because the value of the contract is below £10,000, there is no requirement for other quotes or tenders to be sought, provided that the Authority feels that contract failure would not create a serious risk to the Authority or service delivery.

The Authority solicitor recommends that any proposals for supplemental payments or agreements are monitored to ensure that Contract Standing Orders are not breached."

## 7 Equality Impact Assessment

An Equality Impact Assessment was completed on the report on Telford Race, Equality and Diversity Partnership to the Human Resources Committee on 27 May 2010. This Report is a continuation of that process.

## 8 Appendices

TREDP Funding Agreement 2010/11

## 9 Background Papers

- Shropshire and Wrekin Fire Authority 14 December 2005, Report 15 - Race, Equality and Diversity Group
- Report on TREDP to Human Resources Committee November 2006
- Report on TREDP to Human Resources Committee December 2008
- Report on TREDP to Human Resources Committee May 2010
- TREDP Annual Report 2008/9  
(<http://www.tredp.org.uk/resources/Annual+Report+2008-09+web+version.pdf>)

Implications of all of the following have been considered and, where they are significant (i.e. marked with an asterisk), the implications are detailed within the report itself.

Business Continuity Planning		Member Involvement	
Capacity		National Framework	
Civil Contingencies Act		Operational Assurance	
Efficiency Savings		Public Value	
Environmental		Retained	
Financial	*	Risk and Insurance	
Fire Control/Fire Link		Staff	
Information Communications and Technology		Strategic Planning	
Freedom of Information / Data Protection / Environmental Information		Equality Impact Assessment	*
Legal	*		

## **Funding Agreement 2010-2011**

### **1. Introduction**

This Agreement is between Telford Race, Equality And Diversity Partnership of Suite 1a Hazledine House, Town Centre, Telford TF3 4JL (TREDP) and Shropshire and Wrekin Fire and Rescue Authority, of Service Headquarters, St Michael's Street, Shrewsbury, SY1 2HJ ("The Authority").

### **2. Background**

The Aims of TREDP are to:

- Eliminate Discrimination
- Provide Equal Opportunity for All
- Promote Good Community Relations

These aims complement the statutory duties placed on public bodies under the various equality duties enshrined in legislation. This has enabled TREDP to work collaboratively with stakeholder to achieve these aims and to act as a 'Critical Friend' to its statutory partners and funders.

In July 2009, following a period of consultation with key stakeholders, TREDP board committed itself to establishing an equality and diversity partnership which would cover age, disability, gender, gender identity, race, religion and belief and sexual orientation.

### **3. The Authority's Responsibilities**

The Authority will:

- Contribute towards funding for the above activities, in accordance with clause 5 for the duration of the agreement;
- Participate in the TREDP strategic planning; and
- Support the objects of the organisation and contribute to its growth and development.

### **4. Service Description**

In consideration of the payment by the Authority to TREDP of £5,000, TREDP will provide or commission:

#### **4.1. General Services**

A range of general services designed to reduce discrimination and promote good relations between communities in Telford & Wrekin these will comprise:

### ***Advice and Information***

- Either separately, as a free-standing service, or in partnership with other agency(ies), to offer information, advice and other support to individuals who seek assistance as a consequence of their experience of unlawful discrimination, particularly of a racial kind, in circumstances where such information, advice, support and representation are not readily obtainable from other local agencies;
- To offer help and support to victims of harassment, intimidation, and violence, and hate crime; and
- To monitor closely incidents of discrimination and hate crime, with a view to providing information and advice to public authorities on measures that might be taken to reduce their number.

### ***Community Development and Engagement***

- To engage with, and participate actively in plans, programmes and services aimed at alleviating disadvantage and discrimination and improving social conditions.
- To play an active role in local forums and community networks aimed at involving members of local communities in the decision-making processes that affect their lives.
- To encourage, support and empower groups, such as women, people with disabilities, faith and youth groups, and people from black and minority ethnic communities.
- To contribute to community cohesion by playing an active part in developing a common vision, a sense of belonging, an appreciation of diversity, and strong and positive, trusting relationships between people from different backgrounds in local schools, colleges, places of work and residential neighbourhoods.

### ***Public Information and Education***

- To provide information and education to members of the public and to local organisations, especially those that are members of the local strategic partnership, on race and community relations with a view to dispelling misconceptions and stereotypes and promoting understanding and tolerance.
- To monitor national, regional and local media news, views and opinion about minority groups and to take action to redress misinformation and promote positive reporting about the benefits of living in a diverse community.
- To monitor and take appropriate action against the propaganda, behaviour and campaigning of groups that oppose anti-discrimination legislation and seek to undermine good race relations and the cohesion of local communities.

### ***Policy Development***

- To facilitate collaboration between the public, private and community sectors, by means of the local strategic partnership and other thematic, geographical and cross-cutting partnerships, in order to promote race equality and diversity to encourage inclusivity and improve community cohesion.
- To assist local service providers to work individually, and in partnership with one another, the private sector, and the broader community, to ensure their services are delivered in a holistic manner, free of discrimination.
- To advise, scrutinise/challenge and assist public authorities on their general and specific duties under the relevant anti-discrimination legislation and, where appropriate, to monitor and scrutinise their performance in relation to the legislation.
- To assist in identifying, assessing and monitoring functions and policies that impact on race, equality & diversity, consulting groups that may be affected by those functions and policies, and making available information about the outcomes of assessment, consultation and monitoring exercises, and the benefits or services available.

### ***General***

- To undertake any other similar function compatible with the general objects.
- To work closely and in collaborative partnership with other race, equality and diversity organisations within the region to fulfil these functions.

#### **4.2. Specific Services**

TREDP recognises the need to ensure there are direct benefits for its funders, particularly at a time when public funding is being stretched. In addition to the general services above, TREDP will provide the following specific services to the authority:

- a) Identification of any research activities needed to make informed decisions about the allocation of future resources to address fire and rescue service priorities. Such work will be agreed between the authority and TREDP as needs arise throughout the periods of this agreement. Example could include investigating measures to address the increasing number of fires affecting people with mental health problems, or researching community attitudes towards working as firefighters.
- b) Securing the funding and resources to undertake the research activities identified in (a) above.
- c) Exploring with Shropshire partnership equalities forum any potential areas for collaborative working, sharing of resources and avoidance of duplication of effort.

- d) Continuing support for the future development and transition of TREDP into the Telford Human Rights, Equality and Diversity Partnership (Thread) covering all equality strands).

## **5. Duration and Grant**

- 5.1 The agreement will commence on 1<sup>st</sup> April 2010 and expire on 31<sup>st</sup> March 2011.
- 5.2 The Authority agrees to pay TREDP the sum of £5,000 to be paid following receipt by the Authority of an invoice from TREDP.
- 5.3 No later than 26<sup>th</sup> March 2011 TREDP will provide the Authority with a detailed review of its activities and services provided under this agreement, the annual report for the current year and a copy of the most recent audited accounts.

## **6. Termination of Agreement**

Either party may terminate the agreement at any time by serving six months written notice on the other, after consultation with the other party.

## **7. Monitoring of Performance and Evaluation**

- There will be a six-monthly review of progress in meeting the objectives of the funding.
- In the event that TREDP is unable to fulfil the agreed performance indicators, Shropshire Fire and Rescue Service's Equality and Diversity Officer Link Officer will be informed in writing and a meeting arranged at the earliest opportunity to agree a joint plan of action.

## **8. Disputes Procedure**

Any dispute between the parties concerning or arising out of this agreement or its construction or effect, or concerning the rights, duties or liabilities of either of the parties shall be referred in the first instance to the chair of TREDP and the Chief Fire Officer.

## **9. Insurance**

It shall be the responsibility of TREDP to maintain at its own cost adequate insurance against any actions, claims or demands which may be brought or made against it by any person injured or suffering damage or loss in connection with any of its activities. This will include public and employer liability insurance cover of a minimum of £2 million.

## **10. Equal Opportunities and Legal Requirements**

- a) TREDP will, in recruiting and employing staff and volunteers and in its provision of services, be committed to anti-discriminatory and anti-oppressive practices and policies and will not discriminate on the



grounds of age, race, gender, gender reassignment, marital status, religion, sexual orientation or disability.

- b) TREDP will comply with the all applicable equality legislation and shall comply with all requirements contained in or having effect under the legislation relating to health, safety and welfare at work, together with all statutory modifications or re-enactments of this legislation for the time being in force.

**11. Insolvency**

- a) TREDP will notify the Authority in writing immediately if TREDP passes a resolution for winding up, or a court makes an administration order or a winding up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- b) On the occurrence of the above event the partner agency shall be entitled to terminate this agreement with immediate effect. Such termination shall not prejudice or affect any rights of action or remedy which shall have accrued or shall thereupon accrue to a company.

**12. Assignment**

TREDP shall not, without the consent in writing of the partner agency, which shall not be unreasonably withheld, assign or transfer this contract or any part of interest in it.

**13. Governing Law**

This agreement shall be subject to the laws of England.

**Signed on behalf of Telford Race, Equality and Diversity Partnership**

Name of Signatory.....  
Position of Signatory.....  
Signed.....Dated.....

**Signed On Behalf Of Shropshire and Wrekin Fire and Rescue Authority**

Name of Signatory.....  
Position of Signatory.....  
Signed.....Dated.....