

CANNOCK CHASE COUNCIL

CABINET
16 NOVEMBER 2006

REPORT OF CHIEF EXECUTIVE

PORTFOLIO LEADER – ACCESS TO SKILLS AND ECONOMIC DEVELOPMENT

PROPOSED SERVICE LEVEL AGREEMENT WITH BUSINESS ENTERPRISE SUPPORT RE:
OPPORTUNITIES IN EMPLOYMENT PLUS

1. Purpose of Report

- 1.1 To consider funding support for the Opportunities in Employment Plus project covering Broomhill, Chadsmoor and the Bevan Lee Estate.
- 1.2 To request approval for the Chief Executive to enter into a Service Level Agreement (SLA) with Business Enterprise Support (BES) to support the Opportunities in Employment Plus initiative to be managed through a SLA.

2. Recommendations

- 2.1 That funding support of £10,000 be confirmed to Business Enterprise Support (BES) to enable the delivery of the Opportunities in Employment Plus project.
- 2.2 That the Chief Executive in consultation with the Cabinet Leader for Access to Skills and Economic Development, be authorised to sign a Service Level Agreement (SLA) with BES on behalf of the council, on terms and conditions to be agreed.

3. Key Issues

- 3.1 In 2003 Business Enterprise Support (BES) was successful in gaining approval via a funding application submitted to Government Office for the West Midlands (GOWM) for £149,622 which was part funded by European Social Fund (ESF), European Regional Development Fund (ERDF) funding, Cannock Chase District Council (via S106 Monies) as well as other partners to deliver a 2 year project - Opportunities in Employment (OIE).
- 3.2 The OIE project was successfully delivered to those who are excluded from the world of work in the European Programme's Community Economic Development (CED) areas (as defined by the most deprived Enumeration Districts) of Chadsmoor and Broomhill. This was achieved by a rolling programme of training initiatives including: confidence building; food hygiene; paediatric first aid; basic childcare; NVQ II in Business Administration; business start up; manual handling

and life support techniques for carers and special needs code of practice. One to one support was ongoing with all clients covering issues ranging from job search, interview techniques, CV construction and training needs.

- 3.3 The OIE project ended in December 2004, having produced good outputs (see Annex 1) but due to continued demand for the services and support offered by residents and partners, BES continued to fund the project from its own resources as a scaled down version for a further 3 months.
- 3.4 However, it soon became apparent that BES could not sustain the project over a longer period without financial support from elsewhere. It was also evident that there were still potential benefits to be accrued from BES continuing with their work in the area. There was (and still is) a very strong link between the ambitions of the project and the objectives of the Council (to raise aspirations and expectations and tackle worklessness in disadvantaged communities) which was a strong justification for continued financial support, especially as the regeneration proposals for the Bevan Lee Estate were being formulated.
- 3.5 As a consequence the Council suggested that the funding support could be maintained from August 2005, provided the project was extended to include the Bevan Lee Estate in order to exploit the training and employment opportunities that would be created by virtue of the ongoing regeneration proposals. BES accepted the challenge of broadening the scope of the project and increasing the outputs. As previously, the Council's contribution to the project was paid from S106 monies which had been made available to support European projects.
- 3.6 As a result of an audit and evaluation of the first year of the Opportunities in Employment Plus project in August and September 2006, it is recommended that a more formalised management arrangement via a Service Level Agreement (SLA) should be agreed by the Council and BES. As a consequence of the £10,000 support requested from the Council for the second year of OIE+ £5,000 would be paid on entering into the SLA, and the remainder upon receipt of a satisfactory end of project report. A copy of the proposed SLA and Schedule of Services to be delivered during the period August 2006 to July 2007 is appended at Annex 2. This information also includes the proposed and actual training initiatives delivered during Year 1 of the project.

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Section 1

Background

Business Enterprise Support /Opportunities in Employment Plus project

In 2003 Business Enterprise Support (BES) was successful in gaining approval via a funding application submitted to Government Office for the West Midlands for £149,622 which was part funded by European Social Fund (ESF), European Regional Development Fund (ERDF) funding, Cannock Chase District Council as well as other partners to deliver a 2 year project - Opportunities in Employment (OIE). The OIE project, was successfully delivered to those who are socially excluded from the world of work in the European Programme's Community Economic Development (CED) areas (as defined by the most deprived Enumeration Districts) of Chadsmoor and Broomhill.

This was achieved by a rolling programme of training initiatives including: confidence building; food hygiene; paediatric first aid; basic childcare; NVO II in Business Administration; business start up; manual handling and life support techniques for carers and special needs code of practice. One to one support was ongoing with all clients covering issues ranging from job search, interview techniques, CV construction and training needs.

The project allowed for the employment of a pro-active outreach worker to build up relationships with the hard to reach groups within the area, i.e., those who do not access mainstream services and are difficult to place into employment through the more traditional routes.

The OIE project has also provided information, training advice to community groups and enterprises in the area in order that they are able to plan for the future and become more business orientated and sustainable.

As the project developed it became an integral part of the multi agency activities in Chadsmoor and Broomhill. Many agencies including: Cannock Chase District Council; Sure Start; Citizens Advice Bureau (CAB); Job Centre Plus; Cannock Community Action Team; Alcohol and Drug Services in Staffordshire (ADSIS); Cannock College and many others supported and received support from the project with cross referrals taking place.

Chadsmoor and Broomhill are amongst the most deprived communities in the District with higher than average unemployment, people with poor skills, low incomes and high crime rates. In addition, long-term benefit claimants lack confidence and self-esteem and therefore need individually tailored support to help them re-enter the labour market and improve their present circumstances.

The area also has a high level of lone parent families with lack of childcare being seen as a barrier preventing them from obtaining employment.

Section 2

Details of Matters to be Considered

The OIE project ended in December 2004 having achieved all of its contracted outputs (see Annex 1). In response to demand for the services and support offered by residents and partners, BES continued to fund the project from its own resources as a scaled down version for a further 3 months.

However, it soon became apparent that BES could not sustain the project over a longer period without financial support from elsewhere. It was also evident that there were still potential benefits to be accrued from BES continuing with their work in the area. There was (and still is) a very strong link between the ambitions of the project and the objectives of the Council (to raise aspirations and expectations and tackle worklessness in disadvantaged communities) which was a strong justification for continued financial support, especially as the regeneration

proposals for the Bevan Lee Estate were being formulated.

As a consequence the Council suggested that the funding support could be maintained from August 2005, subject to the project being extended to include the Bevan Lee Estate in order to exploit the training and employment opportunities that would be created by virtue of the ongoing regeneration proposals. BES accepted the challenge of broadening the scope of the project and increasing the outputs. As previously, the Council's contribution to the project was to be paid from S106 monies which had been made available to support European projects.

As a result of an audit and evaluation of the first year of the Opportunities in Employment Plus project in August and September 2006, it is recommended that a more formalised management arrangement via a Service Level Agreement (SLA) should be agreed by the Council and BES. As a consequence of the £10,000 support requested from the Council for the second year of OIE+ £5,000 would be paid on entering into the SLA, and the remainder upon receipt of a satisfactory end of project report. BES are funding the remaining costs themselves.

A copy of the proposed SLA and Schedule of Services to be delivered during the period August 2006 to July 2007 is appended at Annex 2. This information also includes proposed and actual training initiatives delivered during Year 1 of the project.

Section 3

Contribution to CHASE

The Opportunities in Employment Plus project encourages beneficiaries to take part in economic activities and training opportunities ultimately contributing to the regeneration of their area. Further the project develops capacity in, and the connections between public, private, voluntary and community sectors to support the complete economic development of Chadsmoor, Broomhill and Bevan Lee Estate and will therefore benefit the people who live and work there. All of which contribute to the CHASE Objectives – Skills and Economic Development - A vibrant economy, A job for everyone and learning opportunities for all, as well as also contributing to Social Inclusion and Housing – by reducing inequality.

Section 4

Section 17 (Crime Prevention) Implications

There are no direct Crime Prevention Implications arising from this report which relates to developing skills and capacity building of residents in the CED wards of Broomhill, Chadsmoor as well as Bevan Lee Estate.

Section 5

Human Rights Act Implications

There are no identified implications in respect of the Human Rights Act 1998 arising from this report.

Section 6

Data Protection Act Implications

There are no identified implications in respect of the Data Protection Act arising from this report.

Section 7

Risk Management Implications

As BES have successfully managed similar projects previously, most recently the original Opportunities in Employment project, it is considered that risks associated with the proposed work are minimal. The proposal to formalise the financial relationship between the Council and BES should also minimise the risks associated with possible underperformance.

Section 8

Legal Implications

The Council is required to ensure that the financial resources approved are used for their intended purposes.

The Council seeks to use the experience and expertise of BES Limited. This company has had close working relations with the Council and has delivered a successful project. The revision of additional funding is subject to the Bevan Lee Estate being included in the continued provision of the OIE+ project. This condition has been accepted by BES Limited.

To ensure that BES Limited provide a minimum service standard, it is appropriate that a Service Level Agreement be entered into. This provides a 'yardstick' against which the Council can measure the work undertaken by BES Limited and a means of ensuring that the project delivers on its objectives.

Section 9

Financial Implications

The £10,000 contribution to Business Enterprise Support in respect of 2006-07, as referred to in para 3.7, will be contained within the approved budget of £25,000 for Economic Regeneration Strategy, within the Economic Development Service. This budget is funded by the use of identified Section 106 contributions specific to Economic Development and is detailed in Table 2d of the Approved Budget Book for 2006-07 to 2008-09.

There are no further financial implications for the Council as a result of this report.

Section 10

Human Resource Implications

There are no identified Human Resource implications arising from this report.

Section 11

Conclusions

The OIE project ended in December 2004, having successfully delivering all of its contracted outputs, but due to continued demand for the services, and support offered by residents and partners, BES continued to fund the project from its own resources as a scaled down version for a further 3 months.

In order to meet continuing demand and increase impact further in these previously hard to reach wards, BES is now seeking funding support in order to deliver Opportunities in Employment Plus (OIE+) in Chadsmoor and Broomhill as well as extending to the Bevan Lee Estate which is currently undergoing social, physical and economic regeneration due to a million pound housing project.

If successful, the OIE+ project will build on the recently completed ESF/ERDF project by offering a menu of interlinked activities which will be tailored to individual needs.

BES are requesting funding support of £10,000 for 2006/07 of which £5,000 would be paid on entering in to the SLA and the remaining £5,000 upon the receipt of the end of project report. The Council's contribution to the project will be paid from S106 monies which had been made available to support European projects.

Opportunity in Employment

Actual Outputs achieved:

Measure 3.2 (Core) ERDF Indicators	2003	2004	Total
<i>Revised</i>			
Priority Outputs			
Jobless Trained	0	19	19
Employed People in Training	0	3	3
Priority Results			
CED Residents into Employment	3	7	10
Beneficiaries Obtaining Vocational Qualification at NVQ2 or equivalent	0	18	18
Regional Outputs			
People Receiving Advice Guidance and Counselling	42	56	98
Regional Results			
Number of Beneficiaries Achieving a Part Vocational Qualification	0	4	4

Measure 3.4 ESF Indicators	2003	2004	Total
<i>Revised</i>			
Priority Outputs			
Business Start-Ups	1	1	2
Priority Results			
New Jobs	2	1	3
New Sales	£35,000.00	£35,000.00	£70,000.00
CED Residents into Employment	1	1	2
Regional Outputs			
Community Projects Supported	2	0	2
Regional Results			
Number of Volunteers and Trainee Participants	7	0	7

Training Programme Delivered over 2 year period 2003/04

Paediatric First Aid 2wks

Food Hygiene 2wks

Basic Childcare 10wks

Special Needs Briefing 4wks

Special Needs COP 10wks

Manual Handling and Basic Life Support 2 evenings

Office Admin NVQ 11 14wks

Beauty and Wellbeing 2wks

Face Painting 2wks

ANNEX 2

1. Business Enterprise Support Limited

Agreement for Services

Dated: 1st August 2006 to 31st July 2007

The parties:

Cannock Chase Council

Civic Centre

Beecroft Road

Cannock

Staffordshire

WS11 1BG

("the Principal")

AND

Business Enterprise Support Limited

Wetmore Road

Burton upon Trent

Staffordshire

DE14 1SN

('the Contractor'), hereby agree as follows:

1. **Purpose of Agreement**

This service level agreement sets out the working relationship and responsibilities between Cannock Chase Council, "the Principle" and Business Enterprise Support Limited "the Contractor" in relation to the "Opportunity In Employment Plus" project.

2. Services to be performed

- 2.1. The Contractor shall perform on behalf of the Principal those services defined and specified in Schedule 'A' (hereinafter 'the Services') attached hereto and incorporated herein.
- 2.2. Nothing in this agreement shall create any obligation upon the Contractor not otherwise specified in this Agreement.

3. Payment for services

- 3.1. The Principal agrees to pay the Contractor for the Services in accordance with the Schedule 'B' below. Save as may be required by law the Principal will make any payments due hereunder without deduction of any kind.
- 3.2. Invoices due under this Agreement shall be rendered to the Principal by the Contractor in line with Schedule 'B' below.
- 3.3. The Contractor shall maintain accurate and complete records as to time spent and expenses incurred in the performance of the Services and shall allow the Principal to examine such records from time to time upon request in order that the Principal may ascertain the correctness of invoices submitted to the Principal by the Contractor.

4. Confidential information

- 4.1. The Contractor shall not either during or after the termination of this Agreement divulge or communicate to any person or persons (including body coporates or unicaorporates) or use for his own purposes or for any purposes other than those of the Principal any information or knowledge of a confidential nature in relation to the affairs of the Principal or the customers or clients of the Principal which he may from time to time acquire in relation to the Principal during the continuance of this Agreement but so that this restriction shall cease to apply to any information or knowledge which may come into the public domain (otherwise than through the default or negligence of the Contractor);
- 4.2. For the avoidance of doubt, information or knowledge of a confidential nature includes, but is not limited to, any information which relates to systems or business affairs and methods of operation or proposed methods of operation of either the principal, or the records or other information concerning any customer or client of the Principal. Confidential information also includes information relating to the Principal's employees. If in any doubt as to what constitutes confidential information the Contractor shall seek guidance from the

Principal.

5. Responsibility for injuries to persons and property

5.1. The Contractor and all employees agents or contractors of the Contractor shall observe and follow the procedures and practices set out in the Health and Safety Statement and policy of the Contractor (hereinafter the 'H & S Policy') which is set out in Schedule C to this Agreement.

5.2 The Contractor shall promptly revise its H & S Policy to comply with any legislative amendments or other changes to relevant health and safety practices, requirements, obligations or duties. Any revised H & S Policy must be served upon the Council and the Contractor shall without delay communicate to all other affected parties full details of the revisions made and ensure full compliance with any revision(s) made.

6. Termination of Services and Agreement

6.1. The Services shall be performed if so requested by the Principal within the term specified, however, the Principal or the Contractor may at any time terminate this Agreement and/or the Services upon four weeks' prior written notice to the other party.

6.2. In the event that the Principal in its sole and absolute discretion shall at any time determine that the Services are being performed in an unsatisfactory manner, or that the contractor has failed to carry out the Services or that the conduct of the Contractor or any employees agents or contractors of the Contractor are not satisfactory to the Principal in any way whatsoever it may, without any penalty, immediately terminate this Agreement in accordance with clause 6.1.

6.3. Upon termination under 6.1 above, the Contractor shall only be entitled those fees, relating those unpaid Services undertaken to a standard satisfactory to the Principal.

7. Notices

7.1. Any notice required to be given under this agreement shall only be valid if delivered or sent by registered or recorded delivery post to the address of, in the case of the Principal, Civic Centre, Beecroft Road, Cannock, Staffordshire, WS11 1BG, and in the event of the Contractor, the Contractor's current registered office address. Should the Contractor change its registered address, it shall notify the Principal of any such change in writing forthwith. Failure on the part of the Contractor to notify any such change in its registered office address shall not invalidate or render void and notice served by the principal sent to the Contractors previous registered office address. Any notice sent or delivered shall be deemed to be served at the time when the same is delivered to the address of the party to be served. If served by post, the notice shall be

deemed to be served four days after the posting.

8. Whole Agreement

8.1. This Agreement, together with the schedule hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof and no subsequent alterations, amendments, changes or additions hereto shall be binding and valid unless reduced to writing and signed by each party.

8.2. This Agreement shall be binding upon and endure to the benefit of the Principal and the Contractor, hereto parties hereto and their respective successors and assigns; provided.

8.3 The Contractor shall not assign this Agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the Principal.

8.4 The laws of England shall govern this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

Signed for and on behalf of the Principal

By:

Signed for and on behalf of

The Contractor

By:

Schedule 'A'

The Services:

BES are proposing to deliver the following training courses (based on 8 – 12 attendees) and services during the period August 2006 to July 2007.

• Provision of Jobs Board (funding to cover administration costs)	£ 576
• Specialist Advice (1 day bi monthly)	£ 655
• Support with Accommodation costs	£ 575
• Grant to Catering Angels	£ 140
• Catering Angels Partnership agreement	£ 145
• Stress Management Course	£ 1,132
• Health & Safety Course	£ 1,100
• Basic Book Keeping Course	£ 650
• Food Hygiene Course	£ 1,100
• Other bespoke training TBA.	£ 6,247

Total funding £ 12,320

Provision of a Community Development Worker for 1 day a week in the Bevan Lee estate area and one day per week in the Chadsmoor and Broomhill wards.

Additional time will be allocated to these areas through funding from other support

Schedule 'B'

Payment:

The allocation of funding for this project will be on the basis of 2/3^{rds} activity in Chadsmoor and Broomhill with 1/3rd to activity for the Bevan Lee Road Project.

As per discussions, a first stage payment of £5,000 (Five thousand pounds) for the project will be made on commencement and a final payment of £5,000 (Five thousand pounds) will be paid upon completion of end of project report at the end of the project subject to satisfactory progress in achieving the stated outputs.

OPPORTUNITIES IN EMPLOYMENT PLUS PROJECT

Schedule of Services based on 8 – 12 attendees during the period August 2005 to July 2006.

Proposed

No. of Cohorts	Training Initiative	Cost
1	Basic Food Hygiene programme	£1,000
3	First Aid (appoint persons) courses (£500 each)	£1,500
2*	Health and Safety (£500 each)	£1,000
2*	Real Times, Real Life programmes (£1,800 each)	£3,600
	Provision of jobs board (£50 per month to cover admin costs)	£ 500
	Support with accommodation costs (£100 per month)	£1,200
	Specialist advice (1day per month, bi-monthly)	£1,200
	Total Funding	£10,000

* Due to lack of demand these Initiatives did not go ahead.

Actual

No. of Cohorts	Training Initiative	Cost
2	Basic Food Hygiene programme	£2,091.97
2	First Aid	£1,876.69
1**	Roles & Responsibilities 2 sessions	£670.65
1**	Bespoke Business Planning Course –	£1,198.70
	Provision of jobs board (£50 per month to cover admin costs)	£432.00
	Support with accommodation costs (£100 per month)	£804.14
	Specialist advice (1day per month, bi-monthly)	£546.00
	Set up costs for Catering Angels + Partnership Agreement	£60.45 £145.00
	Total Funding	£7,825.60

** Due to demand these courses were delivered.

Provision of Community Development Worker for 1 day per week in the Bevan Lee Estate area and one day per week in Chadsmoor and Broomhill wards. Additional time will be allocated to these areas through funding from other support activities

Schedule of Services BES are proposing to deliver based on 8 – 12 attendees, during the period August 2006 to July 2007.

• Provision of Jobs Board (funding to cover administration costs)	£ 576
• Specialist Advice (1 day bi monthly)	£ 655
• Support with Accommodation costs	£ 575
• Grant to Catering Angels	£ 140
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• Stress Management Course	£ 1,132
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• Basic Book Keeping Course	£ 650
• Food Hygiene Course	£ 1,100
• Other bespoke training TBA.	£ 6,247
Total funding	£ 12,320

Provision of a Community Development Worker for 1 day a week in the Bevan Lee estate area and one day per week in the Chadsmoor and Broomhill wards.

Additional time will be allocated to these areas through funding from other support.