



GRANT AGREEMENT

POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE

and

DERBYSHIRE COUNTY COUNCIL

AGREEMENT FOR

**SHARED COSTS OF ACCOMMODATION-BASED SERVICE FOR HIGH RISK and
SERIOUS OFFENDERS PROJECT (ARBOR)**

FOR 2017/18

**Office of the Police and Crime Commissioner for Derbyshire
Butterley Hall
Ripley
Derbyshire
DE5 3RS**

POLICE AND CRIME COMMISSIONER GRANT TERMS AND CONDITIONS FOR ARBOR GRANT APPLYING WITH EFFECT 1ST APRIL 2017 TO 31ST MARCH 2018

1. Introduction and definitions

1.1 This agreement (the “Grant Agreement”) consists of 23 Clauses, 2 Schedules and 4 Annexes. It is supplementary to the Grant Letter (as defined below) and replaces any previously agreed grant terms and conditions for any **ARBOR SERVICE GRANT**

1.2 In this Grant Agreement:

The “**Commissioner**” means the Police and Crime Commissioner for Derbyshire acting through the Police Reform and Social Responsibility Act 2011.

The “**Funding Period**” means the financial year from 1st April 2017 to 31st March 2018.

The “**Grant**” means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the “**Grant Amount**”) shall be a maximum of £41,034 or 37.5% of the total costs for the project in 2017/18, whichever is the lesser.

The “**Grant Letter**” means the letter dated May 2017 from the Commissioner to the Recipient which sets out supplementary information in relation to the Grant.

The “**Purpose**” means that detailed in Schedule 1.

The “**Recipient**” means **DERBYSHIRE COUNTY COUNCIL**, herewith referred to as the “Recipient”.

1.3 References to any statute or subordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or subordinate legislation that may be enacted from time to time.

Terms and conditions

2. Grant Offer

2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement and the Grant Letter, the Commissioner offers to pay the Grant to the Recipient as a contribution towards eligible expenditure.

2.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Letter.

2.3 This Grant is paid to the Recipient in exercise of the power conferred by section 9 of the Police Reform and Social Responsibility Act 2011 and S 143 of the Anti Social Behaviour, Crime and Policing Act 2014.

3. Purpose and extent of the Grant

- 3.1 The Recipient may not use the Grant for any activities other than the Purpose, or as approved in writing by the Commissioner. Further details of the Purpose of the Grant are as defined in Schedule 1 (the "Project").

4. Amount of the Grant

- 4.1 The Commissioner has agreed funding of **up to** the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

5. Timing of the Grant

- 5.1 Payments will be made in arrears, in accordance with Schedule 2, within 21 working days of the receipt of a payment request in the form of an Annex A.

- 5.2 In order for any payment to be released, the Commissioner will require the Recipient to:

5.2.1 have signed and returned a copy of this Grant Agreement to the Commissioner;

5.2.2 have provided the appropriate bank details; and

5.2.3 be in compliance with the terms and conditions of this Grant Agreement.

- 5.3 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information/documentation from the Recipient and this has not been received by the Commissioner in the timescales reasonably required.

- 5.4 The Commissioner is not permitted to pay the Grant in advance of need. If the Commissioner reasonably believes that payment is being made in advance of need, it may change the timing and/or the amount of any outstanding Grant payments.

6. Eligible expenditure

- 6.1 Eligible expenditure consists of payments by the Recipient for the Purpose. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs and gross of irrecoverable VAT.

- 6.2 The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

7. Managing the Grant

- 7.1 Each party must notify the other of:

(a) the nominated person who will act as the party's authorised representative; and

- (b) the contact details of the authorised representative and any deputies.
- 7.2 The Commissioner requires the Recipient to submit in-year monitoring information at six monthly intervals, as detailed in Schedule 1. These reports must:
- (a) be in the format set out in an Annex A;
 - (b) be signed by The Recipient's Chief Finance Officer;
 - (c) contain a breakdown of expenditure for the previous six month period; and
 - (d) be accompanied by a progress report for the period.
- 7.3 The Commissioner may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.
- 7.4 The Commissioner may, in addition, ask the Recipient to provide him/her with forecast outturn information for the financial year end. If so, the Recipient shall comply with any reasonable request.
- 7.5 The Recipient must notify the Commissioner as soon as reasonably practicable that an underspend is forecast. No carry-over of funds will be allowed, except in exceptional circumstances and with prior approval from the Commissioner.
- 7.6 Any underspend of Grant funds must be returned to the Commissioner in accordance with the agreed funding proportion of 37.5% .
- 7.7 If an overpayment of the Grant has been made, the Commissioner will recover the payment.
- 7.8 The Recipient may not vire funds between this Grant and other grants made to it.
- 7.9 The Recipient's Chief Finance Officer will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Recipient's Chief Finance Officer should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 7.10 The Recipient undertakes to complete the work for which the Grant is provided. The work should be completed within agreed timescales, and the Recipient will report any significant variations to spending on work funded by the Commissioner.

8. Records to be kept

- 8.1 The Recipient must:
- (a) maintain and operate effective monitoring and financial management systems; and

- (b) keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.
- 8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):
- (a) an annual, written statement, signed by the partner's Chief Financial Officer, of how the money was spent; and
 - (b) a signed undertaking that the partner will retain such documents for the period prescribed above.
- 8.3 The funds provided under this Grant Agreement may not be used to purchase capital items.

9. Audit and inspection

- 9.1 The Recipient, without charge, will permit any officer or officers of the Commissioner, external auditing bodies (i.e. National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The Commissioner shall endeavour, but is not obliged, to provide due notice of his/her intent to conduct an audit.
- 9.2 The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme. The external auditor will be expected to sign off an Independent Assurance Statement as part of the scope.
- 9.3 The value and purpose of this grant shall be identified separately in the Recipient's audited accounts (or the notes thereto).
- 9.4 The Recipient will send the Commissioner a copy of its audited accounts.

10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

- 10.1. The Recipient must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the Recipient).
- 10.2. No aspect of the activity funded by the Commissioner may be party-political in intention, use, or presentation.
- 10.3 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.

10.4 All Projects must acknowledge the support of the Commissioner in all publicity.

11. Procurement procedures

11.1 The Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.

11.2. If the Recipient follows a single tender procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances, for example where:

- (a) the requirement can demonstrably be met only by proprietary or specialist equipment; or
- (b) the requirement can demonstrably be met only by a single available entity with extremely niche skills; or
- (c) there are simply no alternative sources of supply.

12. Conflict of interest and financial or other irregularities

12.1 The Recipient, and employees of the Recipient, shall be careful not to be subject to conflicts of interest.

12.2 The Recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.

12.3 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Commissioner immediately, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.

12.4. For the purposes of Clause 12.3, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

13. Breach of Grant Conditions

13.1 If the Recipient fails to comply with **any** of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 13.2 occur, then the Commissioner may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

13.2 The events referred to in Clause 13.1 are as follows:

- a) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Commissioner;

- b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Commissioner considers to be material;
- c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity;
- d) The Recipient changes the nature of its operations to an extent which the Commissioner considers to be significant or prejudicial.

13.3 It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Commissioner. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Grant Agreement, the Commissioner will write to the Recipient, giving particulars of his/her concern or of any breach of a term or condition of the Grant.

13.4 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the Commissioner's concern or rectify the breach, and may consult the Commissioner or agree with him/her an action plan for resolving the problem. If the Commissioner is not satisfied with steps taken by the Recipient to address his/her concern or rectify the breach, he/she may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

13.5 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable, should return to the Commissioner any assets or property or any unused funds (unless the Commissioner gives his/her written consent to their retention) then in their possession in connection with this Grant Agreement.

14. Insurance coverage

14.1. The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of such insurance to the Commissioner on request.

14.2. Where the Recipient is a public body and has in place appropriate self-insurance arrangements, the Recipient may request, and the Commissioner, acting reasonably, may agree that the provisions of the Clause 14.1 above shall be waived.

15. Indemnity

15.1 The Commissioner accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the Commissioner's negligence.

15.2. The Recipient agrees to indemnify the Commissioner for any costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.

16. Intellectual Property Rights

- 16.1 The Recipient shall grant to the Commissioner at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient under the terms of this Grant Agreement for such purposes as the Commissioner shall deem appropriate.
- 16.2 The Recipient shall seek approval from the Commissioner prior to using the Commissioners logo when acknowledging the Commissioners financial support of its work.
- 16.3 The Recipient shall acknowledge the Commissioners financial support of its work.

17. Funding Period and Termination

- 17.1. The Commissioner does not commit to renew or continue financial support to the Recipient after the Funding Period.
- 17.2 The Commissioner may terminate this Agreement forthwith by serving a written notice on The Recipient if:
 - a) the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement;
 - b) The Recipient has made any false, incorrect or misleading statement in order to obtain this grant or has been involved in any illegal activity or improper act in its administration;
 - c) The Recipient has failed to remedy any breach of this Agreement within 28 days (or such other period as the Commissioner agrees in writing) of being served with a notice pointing out the breach requiring its rectification.
- 17.3 The Recipient may terminate this Agreement forthwith by serving a notice on the Commissioner in writing if it has made a written request for payment of a sum properly due to it under this Agreement and the Commissioner has failed to make payment of that sum within 28 days of receiving the request.
- 17.4 Notwithstanding Clauses 17.2 and 17.3 above, this Agreement may be terminated by either party giving the other at least three months (or other agreed time period) notice in writing.
- 17.5 With reference to 17.4 above, in the event that either party exercises its right to give notice of termination under this Agreement, the Commissioner will reimburse The Recipient in relation to expenditure reasonably estimated and actually incurred in providing services within the scope of this Agreement up until the effective date of termination. The right to reimbursement can be excluded if termination of the agreement is enacted under the provisions set out in Clause 17.2 above.

17.6 Any termination of this Agreement will be without prejudice to any other rights or remedies of the parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.

18. Amendments to the Grant Agreement

18.1 This Grant Agreement and the Grant Letter set out the entire agreement between the parties. They replace all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

18.2 Any amendments to this Grant Agreement and/or the Grant Letter shall only be valid if they are in writing and signed by an authorised representative of both parties.

19. Freedom of Information

19.1 Where applicable, the Recipient and the Commissioner are required to comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.

19.2 The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement

20 Transparency

20.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant, in accordance with the Elected Local Policing Bodies (Specified Information) Order 2011. This requires the Commissioner to publish information as to each crime and disorder grant made by him, subject to the exemptions set out in the Order.

20.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act

21. Notices

21.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.

21.2 Notices delivered hereunder shall be deemed to be delivered:

21.2.1 if delivered by hand, upon receipt;

21.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

21.2.3 if sent by electronic mail, on the date of delivery subject to the following conditions:

- (a) when an electronic mail is sent on a day which is not a working day or after 3:00pm on a working day, the electronic mail is deemed to have been received on the next working day, and
- (b) each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

22 Contract (Rights of Third Parties) Act 1999

- 22.1 No person who is not a party to this Grant Agreement shall have the right to enforce any of its terms.

23. Governing Law

- 23.1 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

Hardyal Dhindsa
Police and Crime Commissioner for Derbyshire
May 2017

ACCEPTANCE OF COMMUNITY SAFETY GRANT 2017/18

DERBYSHIRE COUNTY COUNCIL accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of DERBYSHIRE COUNTY COUNCIL

Project Manager/Project Contact

Signature:	
Name:	
Date:	
Position:	

The Recipient's Chief Finance Officer

Signature:	
Name:	
Date:	
Position:	

Bank details for grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address:	
Post code:	

Signed on behalf of the Police and Crime Commissioner for Derbyshire:

Signature:	
Name:	
Date:	
Position:	Chief Finance Officer

OFFICE OF THE POLICE AND CRIME COMMISSIONER USE:

Payment instructions:

OPCC codes:	Account code	Cost Centre	Project code	Project reference	Supplier code
	4892	X012	J002		

SCHEDULE 1 – THE PROJECT

To commission services, part fund officers, and award grants from the **SHARED COSTS OF ACCOMMODATION-BASED SERVICE FOR HIGH RISK and SERIOUS OFFENDERS PROJECT GRANT**

Purpose (aims and objectives) of the funding

Section 9 of the Police Reform and Social Responsibility Act 2011 and Section 143 of the Antisocial Behaviour Crime and Policing Act 2014 gives the Commissioner powers to provide or commission services and to make grants.

The **ARBOR GRANT** can be used to commission services, award grants and undertake activities that contribute to the Commissioner's objectives of cutting and preventing crime, reducing re-offending, supporting victims and witnesses and community safety. This grant is to contribute the lessor of 37.5% or £41,034 as a financial contribution towards the provision of accommodation-based services for high risk and serious offenders in Derbyshire .

The Recipient may use the **ARBOR GRANT** for match-funding projects at the local level, or to lever funding from other local funding streams through match-funding or to commission suitable services from third parties.

Key deliverables

Where deliverables are quantifiable (as denoted by an asterisk) please ensure that this is reflected in the progress reports. Baseline data should be established from April 2017 and made clear in the initial six month progress report.

To provide, or to arrange for the provision, of a minimum of 15 bed spaces in secure accommodation and linked housing related support for high risk offenders to maintain independent living. This can be evidenced by a statement of compliance and details of the bed spaces secured in each district at the time of the report.

To work closely, or to arrange for close working, with the Police and the National Probation Service. This can be evidenced by a statement of compliance.

To ensure either directly or indirectly, that the bed spaces are environmentally scanned by the Police to minimise risk. This can be evidenced by a statement of compliance.

To work cooperatively and flexibly with the Arbor service commissioned by Derby City Council to assist in managing offenders across the whole county of Derbyshire. This can be evidenced by a statement of activities in an anonymised form detailing occasions of flexible working

Schedule of payments and requirements

Please ensure that Annex A Payment Request Forms are signed off by your Chief Finance Officer.

In order for Payment One to be made the recipient must submit the following documents:

- Annex A(i)
- Six month progress report against key deliverables (including baselines for quantifiable deliverables)
- Detailed financial monitoring information to support Annex A(i)

In order for Payment Two to be made the recipient must submit the following documents:

- Annex A(ii)
- Detailed financial monitoring information for the period 1st October 2017 to 31st March 2018, to support Annex A(ii)
- Twelve month progress report against key deliverables

Please be advised that payment of funds will not be made until the above documents have been received and verified by the Office of the Police and Crime Commissioner. The Commissioner reserves the right to retain any funds not claimed by 30th April following each financial year. The funds will be released and paid by Bank transfer, and do not require an invoice.

Expenditure breakdown

This grant is for revenue purposes only.

External assurance

This grant should be audited as part of the recipients annual audit programme. The scope of the audit should be to ensure that the funds have been consumed as recorded under Annex A, and in accordance with the terms and conditions of the grant agreement.

SCHEDULE 2 – PAYMENT AND REPORT TIMETABLE

Report Timetable

Period: From April 2017 To March 2018		Payment Claim and Report due by	Requirements
1 st April 2017	30 th September 2017	Payment 1 31 st October 2017	<ul style="list-style-type: none">• Annex A(i)• Progress report• Financial monitoring report
1 st October 2017	31 st March 2018	Payment 2 30 th April 2018	<ul style="list-style-type: none">• Annex A(ii)• Progress report• Financial monitoring report

Payment Timetable

Payment Reference	Period: From April 2015 To March 2016		Payment date*
1	1 st April 2017	30 th September 2017	21 st November 2017
2	1 st October 2017	31 st March 2018	21 st May 2018

*Subject to Clause 5.

ANNEX A(i): PAYMENT REQUEST AND IN-YEAR FINANCIAL MONITORING REPORT 2017/18

Grant Recipient: DERBYSHIRE COUNTY COUNCIL	Grant Stream: ARBOR GRANT
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Period From: 1 st April 2017 To: 30 th September 2017	(£)
(1) Actual expenditure in this period	
(2) Funding request	

MONITORING INFORMATION REQUIREMENTS

Please confirm that a six month monitoring report against key deliverables, as agreed in the Grant Agreement, has been attached to this payment request form.	<input type="checkbox"/>
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Please complete the below table in order to provide a breakdown of expenditure, and attach the detailed supporting financial information to this payment request form. The Commissioner may request the recipient to clarify any information provided.

Breakdown of expenditure (items)	£
Direct Staff costs (including oncosts)	
Travel	
Supplies and Services	
Management Overhead	
Other (provide detail)	
Total:	

CONFIRMATION BY GRANT RECIPIENT

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement:

Signature:			
Name (printed):		Date:	
Position:			

Office of the Police and Crime Commissioner for Derbyshire sign off:

Signature:					
Name (printed):		Date:			
Position:					
OPCC codes:	Account Code	Cost Centre	Project code	Project Reference	Supplier code
	4892	X012	J002		

ANNEX A(ii): PAYMENT REQUEST AND END OF YEAR FINANCIAL MONITORING REPORT 2017/18

Grant Recipient: DERBYSHIRE COUNTY COUNCIL	Grant Stream: ARBOR GRANT
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Period From: 1 st October 2017 To: 31 st March 2018	(£)
(1) Total funding received prior to this payment claim	
(2a) Actual expenditure in this period (1 st October 2017 to 31 st March 2018)	
(3) Funding request for this period (1st October 2017 to 31st March 2018)	
(4) Total funding received and requested (1+3)	

MONITORING INFORMATION REQUIREMENTS

Please confirm that a twelve month monitoring report against key deliverables, as agreed in the Grant Agreement, has been attached to this payment request form.	<input type="checkbox"/>
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Please complete the below table in order to provide a breakdown of expenditure, and attach the detailed supporting financial information to this payment request form. The Commissioner may request the recipient to clarify any information provided.

Breakdown of expenditure (items)	£
Direct Staff costs (including oncosts)	
Travel	
Supplies and Services	
Management Overhead	
Other (provide detail)	
Total:	

CONFIRMATION BY GRANT RECIPIENT

I confirm that on the basis of the information provided in this report, progress and costs are accurate and in compliance with the terms and conditions of the Grant Agreement:

Signature:			
Name (printed):		Date:	
Position:			

Office of the Police and Crime Commissioner for Derbyshire sign off:

Signature:					
Name (printed):		Date:			
Position:					
OPCC codes:	Account Code	Cost Centre	Project code	Project Reference	Supplier code
	4892	X012	J002		