

# Public Document Pack



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PUBLIC

To: Members of Derbyshire Police and Crime Panel

Wednesday, 15 January 2020

Dear Councillor,

Please attend a meeting of the **Derbyshire Police and Crime Panel** to be held at **10.00 am** on **Thursday, 23 January 2020** in The Council Chamber, County Hall, Matlock DE4 3AG, the agenda for which is set out below.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'S Hobbs', written over a light blue horizontal line.

**Simon Hobbs**  
**Director of Legal and Democratic Services**

## **A G E N D A**

### **PART I - NON-EXEMPT ITEMS**

1. Apologies for Absence  
To receive apologies for absence (if any)
2. Declarations of Interest  
To receive declarations of interest (if any)
3. Minutes (Pages 1 - 10)

To confirm the non-exempt minutes of the meeting of the Derbyshire Police and Crime Panel held on 21 November 2020

4. Public Questions

To consider public questions (if any)

5. To consider a report of the Police and Crime Commissioner for Derbyshire on Proposed Precept for 2020/21 (Pages 11 - 14)

5 (a) Proposed Precept 2020/21 - (Additional Information) (Pages 15 - 54)

6. Proposed Timetable of Meetings 2020/21 (Pages 55 - 56)

7. Complaints Procedure (Pages 57 - 68)

8. Police and Crime Panel - Grant Funding (Pages 69 - 128)

9. Announcements from the PCC

10. Forthcoming Events

To hear an oral update on forthcoming events (if any)

11. Date of Next Meeting - 19 March 2020 at 10am

PUBLIC

Agenda Item 3

**MINUTES** of a meeting of the **DERBYSHIRE POLICE AND CRIME PANEL** held on 21 November 2019 at County Hall, Matlock

**PRESENT**

Councillor C Hart (in the Chair)

Councillors A Barrow (High Peak Borough Council), R Bright (Derbyshire Dales District Council), V Clare (Erewash Borough Council), J Frudd (Erewash Borough Council), J Mannion-Brunt (Chesterfield Borough Council), R Mee (Erewash Borough Council), P Niblock (Chesterfield Borough Council), S Peake (Bolsover District Council), P Pegg (Derby City Council), G Potter (Derby City Council), M Potts (NE Derbyshire District Council), J Smale (Derby City Council), and B Woods (Derbyshire County Council)

Derbyshire County Council officers also in attendance: Ivan Walters, (Democratic Services, DCC) and L Wild (Legal Services, DCC).

Also in attendance: H Dhindsa, Police and Crime Commissioner, K Gillott, Deputy Police and Crime Commissioner, A Dale, Chief Finance Officer, Office of the Police and Crime Commissioner J Rhodes Orwin and D Robinson Office of the Police and Crime Commissioner

Apologies for absence were submitted on behalf of Councillors F Atkinson, M Bagshaw, A Wheelton and Mr S Handsley & V Newbury (Independent Members),

**25/19** **MINUTES RESOLVED** that the minutes of the meeting of the Derbyshire Police and Crime Panel held on 12 September 2019 be confirmed as a correct record and signed by the Chairman.

**26/19** **MEMBER QUESTION & ANSWER SESSION** Members were provided with a written response to the Police and Crime Panel to the pre-submitted questions raised by individual Panel members.

**Councillor Potter:** Could all Derbyshire PCP panel members be supplied with the most up to date expenditure and expense account figures for the PCC office, together with the last 3 previous years accounts in time for the November PCP meeting. ?

**PCC Response:** The figures were provided separately to Panel Members and discussed at the meeting

**Councillor Potter:** Our Towns and Cities are suffering from Anti- Social Behaviour, in many cases caused by drug users and those undertaking aggressive begging, as we approach the festive period and hopefully more families will be visiting our Towns and Cities will our Policing Priorities reflect the need for families and visitors to feel reassured by visible policing and effective action against those who are intent on causing alarm and distress?.

**PCC Response:** Concern about anti-social behaviour in our city and other major conurbations and its impact on those who live, work and shop in those centres has been a concern for the Commissioner for some time, and isn't just limited to the festive period. The causes of this behaviour are complex and not simply a result of reductions in police visibility.

The Panel will recollect from previous meetings that the Commissioner facilitated and chaired the Derby City Centre and Chesterfield Town Centre Summits to address these very issues in those two localities. In addition, he has hosted smaller "mini summits" in other communities.

Increasing police officer and staff numbers so as to increase visible policing has been a priority for the Commissioner and has been funded by his decision to increase the council tax to replace some of the police officers and staff lost as a result of the Government's austerity policy.

Officers from the Commissioners staff discussed policing over the Christmas period with the Force at the end of the summer and the Commissioner has already had a briefing on this subject from one Divisional Commander and anticipates that the other Divisional Commander will cover the issue at their next regular meeting.

Local Inspectors are currently preparing reports for their Divisional Command Team on how they propose to police town/city centres during the Christmas period. However, it should be remembered that all such plans are subject to unexpected operational need and that keeping town centres safe and welcoming places is not solely a policing issue.

The decision regarding when and what action to take against anyone engaging in anti-social behaviour or criminal activity is a matter for the individual police officer and not for the Commissioner. However a criminal justice solution is not always the most effective option and, the Commissioner has supported a number of measures to make dealing with this type of behaviour more effective, including working with and financially supporting partners to provide alternative solutions such as the Safe Space in Derby and the Pathways Homelessness initiative in Chesterfield.

**Councillor Mee:** In September, the government announced a £10m budget for equipping additional officers with Taser.

A number of forces (e.g. Northamptonshire and Durham) now equip all frontline response officers with Taser if they request it.

1. If this “new” money does actually materialise, is there any indication that any of it will be offered to Derbyshire, and if so will it be accepted?

**PCC Response:** Whilst the Government may have announced this initiative several months ago, not for the first time, a government announcement wasn't accompanied by details of how the money is to be spent.

There are currently no indications regarding which Forces will receive any of the National Taser funding, never mind how much they might receive. It is known that the funding will be subject to a bidding process, although the criteria used when making a bid are not known. However, subject to those criteria it is expected that Derbyshire will submit a bid for additional funding to support the Chief Constable's current policy on the rollout of TASER.

2. What is the view of the Police and Crime Commissioner regarding the much wider availability of this weapon for use by officers? In this regard, I would welcome your comments not only on the budgetary implications, but also on public perception. I would also ask if your views are at all affected by the geographical issues which face a force such as Derbyshire.

**PCC Response:** The decision surrounding the rollout of TASER, how many officers carry a TASER and in what circumstances, is an operational matter for the Chief Constable, not the PCC. However, the PCC has been supportive of the Chief Constable in his decision to equip more officers with a TASER and to train 100 additional police officers per year in its use over the next 3 years.

The Panel will recollect from its deliberations at the beginning of this year that part of this year's precept increase was to pay for the training of more police officers in the use of TASER, including the recruitment of two dedicated police officer TASER trainers.

Whilst supportive of the Chief Constable when operation need requires police officers to carry a TASER, the PCC is aware of the wider “public perception” issue raised by this question and of how the public may have mixed views on whether all police officers should routinely carry a TASER. It is a matter that he has raised in appropriate arenas and is supportive of a wider, national, public debate taking place to better understand the public's view. The Commissioner would welcome the comments of Panel Members on this issue of greater use of TASER.

If the policy of the Government is to have more or all “front line” police officers carry a TASER, particularly if a stage were reached when that level of TASER deployment was not being requested by the Chief Constable, that is not without substantial cost. The view of the Commissioner is that policing has been underfunded for most of the last decade and that central government should contribute more towards paying for policing rather than continuing to rely on the local council tax payer to pick up the costs

**RESOLVED** to note the question and answer session

**27/19      CHALLENGE TOPIC : IMPACT AND PREVALENCE OF DOMESTIC ABUSE IN RURAL COMMUNITIES** Hardyal Dhindsa provided the Panel with a summary on the findings of a rural survey conducted by the National Rural Crime Network (NRCN); progress made so far in terms of commissioning of DA services taking into account rurality; and options for future outreach and engagement including a summary of the Dragonfly project in Dorset and local options with the Farming community.

The National survey was undertaken by a small private company called ‘The Buzzz’ who were contracted to do the work. The Buzzz were an independent market research company who are members of the MRS (Market Research Society) and ESOMAR. They had experience of working with victims of crime, Domestic and Sexual Abuse since 2014. A team of 3 researchers undertook the project.

The researchers found the following overarching national themes:

- Rural victims are half as likely to report their abuse to others.
- Rural victims’ abuse goes on significantly longer.
- Rural victims cannot readily access support services.
- Rural victims live in a society that defacto protects the perpetrators.
- Rural victims are “ isolated, unsupported and unprotected in a rural hell, which is purposefully ‘normalised’.”

The researchers identified a number of national themes and recommendations that were detailed in the PCCs report.

The survey findings in Derbyshire were based on a very small number of respondents from Derbyshire , in total 35 for the whole, so caution must be taken in relation to the findings, although general themes may be considered.

- Derbyshire was one of only two areas using ONS postcode classifications to define rurality. This has resulted in their focus on rurality to be reflective of the most isolated rural areas.

- Derbyshire are also commended for using data analysis to inform commissioning strategy – in collaboration with the council therefore we have a platform to continue to use performance data to support the commissioning of future victim services.
- In Derbyshire, the importance of localised service provision was underlined throughout.
- Derbyshire is the only area sampled other than Lincolnshire who uses the ONS defined categorisation of rural and urban areas. It is recommended that postcode analysis to use in the planning and commissioning strategy to ensure a more equal distribution of resources between urban and rural areas.
- Specific initiatives need to be targeted at rural areas to compensate for the under-reporting and as the implications of this study start to show themselves within the terms of contracted services.
- From a referral perspective, the role of GP's is underlined in the picture for Derbyshire and could play a more prominent role in terms of outreach.
- In Derbyshire, it appears that the small numbers of rural victims responding to the survey could all access support services within 30 minutes which may support the current distribution of smaller localised partners.
- In Derbyshire, there were few (4 in total) responses from victims aged over 55. However, the national findings suggest this may be an overlooked group across the UK.
- In Derbyshire the researchers found concerns around fragmentation of service.
- The policing response for Derbyshire shows a mixed picture. However, the sample size was small with the result that 3 in 5 victims responding to the survey had contacted the police from urban areas compared to just 2 in 5 for rural areas and the more remote rural areas the numbers contacting the police dropped again. This reflects a national picture.
- Interviews with victims in Derbyshire referenced a common factor of a dominant male in the relationship more than any broader societal influence.
- In Derbyshire, the researchers found a significant fear amongst victims that calling the police would lead to an almost automatic involvement of Social Services.
- While present in both rural and urban Derbyshire, the overriding sense from our interviews with rural victims was the feeling of embarrassment/shame they felt by admitting to the small world they lived in that they were a victim.
- Appropriate locations need to be found for people to attend courses such as Freedom programme due to the reliance on failing rural transport

The researchers recommended the following for Derbyshire:

- Obtain a more comprehensive data set amongst victims of Domestic Abuse in Derbyshire
- Conduct a reassessment of current strategic commissioning for the rural areas
- Improve current service provision – distributed too thinly, under resourced and under duress
- assess the police service's ability to respond and the level of training and gender balance of officers needed to attend to Domestic Abuse incidents

The PCC outlined the response from his office:

The sample size of the NRCN survey meant that the survey must be treated with with caution (only 35 people responded). Further testing of the findings may be required to understand if these are really playing out in the communities of Derbyshire as you could not be assured of the statistical validity.

The current commissioning strategy for all victim services is founded on an open and transparent procurement process based on service specifications written according to need and following extensive review. Procurement of medium risk Domestic Abuse services in the County between the OPCC and local authority has been consolidated under a single consortia provision covering the geographical requirements of the county. The high risk service in the City and County is contracted to one single provided and an aligned specification. Both specifications account for rural outreach, accommodation and access for people from rural communities. There is also a county-wide advice/helpline to increase access. Bespoke cases studies were used during the tendering process to elicit responses to provide assurance around effective engagement and targeted interventions for rural victims.

Work is developing with Rural Action Derbyshire who have strong and trusted links with the rural and farming communities across Derbyshire. Discussions are taking place to scope some key activities to further inform and enhance our understanding of Domestic Abuse and design services appropriate to the rural context. This may include some of the following:

- Developing networks with women in farming around the county and holding informal focus groups.
- Undertaking surveys at farming and social events with women in particular around the issue to gain a better understanding of the issues.



- Developing funding bids in partnership.
- Developing training products to roll out awareness raising training next year to groups such as young farmers, women's groups such as WI and Mothers Union, and men's groups where they exist
- Further developing rural Digital Hubs and champions to be able to provide access to advice and a safe place where people can access information and services.
- Identifying positive male role models in rural communities who can have these conversations, such as male chaplains and farmer volunteers.

The OPCC would work with the Force to explore together how rural communities are effectively policed including the PPU and the vulnerability teams. It is not clear if the issues about visibility and response times relating to DA are truly reflective.

The OPCC had commenced a scoping exercise on a volunteer outreach programme modelled on a service provided in Dorset called Dragonfly. The Dragonfly Project started in 2016 in Dorset to identify victims of domestic violence and abuse (DVA) who are isolated within their own communities. This was based on a recognition that some people are not able to access services, or are not even aware that these services exist. The following describes the service offer which is essentially about communities supporting communities. It has resulted in both an increase in rural referrals and elderly referrals to the commissioned services. They:

- Train Champions living and working in communities so they are able to receive and respond to disclosures of DVA
- Work together to end misplaced stigma to enable people in our communities to access support and help for themselves if they are experiencing DVA
- Empowering communities to support and help those who are being affected by DVA
- Educating communities to work together to raise awareness of DVA
- Make support easily accessible in isolated areas
- Increase early identification and intervention to prevent any long term adverse effects of DVA
- Offer ongoing links for all Champions to a specialist DVA Worker

Members were given the opportunity to ask questions or make comments which were duly answered or noted.

**RESOLVED** to note the report

**28/19**      **COMPLAINTS PROCEDURE** Panel Members were asked to consider for review the current Complaints Procedure adopted by Derbyshire's Police and Crime Panel (PCP).

The current Complaints Procedure was adopted by Derbyshire's Police and Crime Panel in April 2013. A copy of the Procedure was attached at Appendix 1 to the report

The Panel has statutory responsibilities under the Elected Local Policing bodies (Complaints and Misconduct) Regulations 2012. These include the Panel ensuring that it is kept informed about complaints and conduct matters and their handling in respect of Derbyshire's Police and Crime Commissioner and his Deputy, together with responsibilities regarding informal resolution in respect of particular complaints. There are further requirements to notify and refer complaints to the Independent Police Complaints Commission in certain circumstances.

In accordance with the regulations detailed above, the Panel is able to delegate the receipt, initial handling and recording functions relating to complaints to the Chief Executive of the Commissioner or the Monitoring Officer of the host authority (the Director of Legal Services of Derbyshire County Council). Under the current procedure, at paragraph 4.1, the Panel has delegated authority for the initial handling of complaints together with other aspects of the process to Derbyshire County Council's Monitoring Officer and Director of Legal Services under section 101(2) of the Local Government Act 1972.

The Panel is also able to delegate the functions regarding informal resolution to a sub-committee, a single member of the Panel, or to a person who is not a member of the Panel. Under the current Procedure, the Panel has also delegated this function to the Monitoring Officer and Director of Legal Services of Derbyshire County Council under at paragraph 4.1.

The current Complaints Procedure has been in place since April 2013 and Members of the Panel have indicated a wish to review it.

LGA guidance from May 2015 "*Good Practice for Police and Crime Panels: Guidance Document*" recommends that in reviewing the complaints procedure, it is good practice for panels to consider:

- Clearly setting out responsibility for all types of complaint

- Reviewing whether a triage system would be useful
- Making sure that complainants understand that recording a complaint is not the same as upholding it
- Considering whether it is appropriate for the chair of the panel to see all complaints
- Many complaints against police officers to the IPCC are partly upheld through lack of recording although the substance later fails. This produces unsatisfactory outcomes – consider scrutinising the PCC's performance in tackling this
- Having clear guidance for recording complaints
- Developing clear guidance for recording complaints
- Rather than referring to the IPCC general casework team; referrals should be to a specialist link with experience of PCC complaints
- Having a process to take back and conclude complaints when received back from the IPCC

Therefore, it was felt that Members may consider it appropriate to identify a working party to review the Complaints Procedure, taking into account the guidance provided by the LGA.

Members were given the opportunity to ask questions or make comments which were duly answered or noted and a general discussion took place around the current complaints procedure.

**29/19**      **POLICE AND CRIME PANEL – GRANT BUDGET** The Chairman mentioned that at the recent training event those present had asked for a breakdown over the last three years of how the annual grant funding received from central government to support the work of the Police and Crime Panel had been used. She also felt that there was a need for some of this funding to be utilised towards providing dedicated scrutiny officer time to support the work of the Police and Crime Panel.

**RESOLVED** that a report be provided to a future meeting of the Police and Crime Panel

**30/19**      **ANNOUNCEMENTS FROM THE PCC** Hardyal Dhindsa, the Police and Crime Commissioner announced the following:-

The Derbyshire Spotlight Newsletter had recently been published and PCP Members had received a copy. Further hard copies were available upon request.

Two dedicated officers had now been assigned to coordinate the Community Speedwatch Scheme and provide a support and training network

for the many volunteers across the County in order to enhance the work of the scheme.

It was noted that as part of the Forces phased recruitment plan 85 police officers would be recruited next year. There would be 50 recruited 'in house' at the beginning of next subject to funding with a further 35 late in the year.

Neighbourhood Watch Schemes across the County continued to flourish and were coming up with positive ideas of what more could be done in communities.

The deadline for local organisation to apply for Community Action grants was 30 November so PCP members were asked to spread the word locally.

The indications from the Home Office were that due to the General Election there may be a delay in the announcement of the budget until early January which may compromise some of the key dates in terms of lead in time on budget papers.

The PCC paid tribute to Annie Hall the former High Sheriff of Derbyshire who tragically lost her life in the recent floods and highlighted that as a key Business Leader and champion and supporter of the Police Force her death was a great loss.

**RESOLVED** to note the announcements from the Police and Crime Commissioner.

**31/19**      **FUTURE MEETINGS** The Chairman raised the issue of future meeting venues, and the need to encourage greater public participation. Following a discussion amongst members with regards to venues for future meetings, Councillor Hart proposed that future meetings should be held across the County rather than all being held at County Hall, this was duly seconded by Councillor Potts.

**RESOLVED** (1) that following a vote it was carried that where possible future meetings would be held at different venues across the county commencing at 10am; and

(2) that the budget precept meeting scheduled for 23 January 2020 would remain at County Hall at 10am.

**32/19**      **DATE OF NEXT MEETING** **RESOLVED** to note that the next meeting of the Derbyshire Police and Crime Panel would take place on Thursday 23 January 2020 commencing at 10.00am at County Hall, Matlock.

**POLICE AND CRIME PANEL**  
**23 JANUARY 2020**  
**REPORT OF THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE**

**PROPOSED PRECEPT FOR 2020/21**

**1. PURPOSE OF THE REPORT**

- 1.1 To notify the Police and Crime Panel of Derbyshire of the Police and Crime Commissioner's proposed approach to setting the 2020/21 precept.

**2. BACKGROUND & CONTEXT**

- 2.1 The Police and Crime Commissioner must, in line with the Police Reform & Social Responsibility Act and Police & Crime Panels (Precepts & Chief Constable Appointments) Regulations 2012 set a police budget and inform the Police and Crime Panel of the proposed increase, if any, of the Council Tax precept for policing.
- 2.2 Under 'normal circumstances' an announcement by the Policing Minister, usually in December, sets out the Police Settlement Grant, from which Derbyshire can calculate the amount of central Government funding it will receive in the forthcoming year.
- 2.3 Due to the December General Election, this announcement was not made and to date no such announcements have been forthcoming.
- 2.4 Included within the announcement is also information about the limit to which a precept can be raised before triggering a local referendum – again no such announcement has been forthcoming.
- 2.5 Historically the limit has been set at an increase below 2%, however in recent years greater flexibility has been afforded to PCCs, and assumptions have been made that PCCs will use this flexibility to raise the precept by the maximum amount.
- 2.6 Panel members may recall last year the level was set at a maximum of £24.00 for a Band D property.
- 2.7 In the absence of any announcements or concrete intelligence, police forces have found themselves relying on statements made by the previous administration regarding the funding of the uplift of 20,000 police officers across the country as well as indicative statements made about the

## AGENDA ITEM 5

‘protection’ of police funding.

- 2.8 PCCs have also had to be reliant on any information that they have been able to garner from a variety of informal sources in order to try and formulate a balanced budget based on little more than ‘best guesses’. Clearly this is far from a satisfactory situation.
- 2.9 Locally the finance officers from both the OPCC and the Force have been pulling together a skeleton revenue budget based on a series of assumptions to ensure that we are able to comply with our statutory duties to produce a budget and inform the Police and Crime Panel of a proposed precept rate for 2020/21.

### 3. **PROPOSED APPROACH**

- 3.1 As an office, the OPCC is acutely aware that members of the Panel will want to be able to look at the budget in order to understand the PCC’s rationale for any precept proposal.
- 3.2 We are keen to ensure that the information provided is as accurate as possible to assist in the Panel’s considerations.
- 3.3 Our latest intelligence from the government is that we may receive notification of the police settlement and precept limits towards the end of week commencing 20<sup>th</sup> January 2020, but the announcement could slip towards the end of the month.
- 3.4 With this in mind, and considering the need to present an initial precept proposal to the Panel on, or before, 1<sup>st</sup> February the OPCC will distribute a skeleton budget and precept proposal to Panel members by close of play on Monday 20<sup>th</sup> at the latest – any assumptions will be explained within the paper.
- 3.5 Should any additional information, or indications, come from the Home Office between 20<sup>th</sup> January and the Panel meeting, this will be shared as a matter of urgency.
- 3.6 Panel members should be aware that the PCC wrote to the Chair of the Panel to highlight this issue at the start of the year and the decision was taken by the Panel Chair to remain with the current timetable for meetings.

#### **4.0 RECOMMENDATIONS**

- i. The Police and Crime Panel of Derbyshire note the difficulties that no information about the police settlement and/or the precept limits have presented
- ii. That the Panel accept the proposed approach to the sharing of information to inform their decision-making process

<b>Contact details in the event of enquiries</b>	<b>Name: Hardyal Dhindsa</b> <b>External telephone number: 0300 122 6000</b> <b>Email address: <a href="mailto:pccoffice@derbyshire.pnn.police.uk">pccoffice@derbyshire.pnn.police.uk</a></b>
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#### **ATTACHMENTS**

**Extract from rules of procedure for Derbyshire Police and Crime Panel**

#### **APPENDIX A**

#### **EXTRACT FROM RULES OF PROCEDURE FOR DERBYSHIRE POLICE AND CRIME PANEL**

##### **14.7 Proposed precept**

- 14.7.1 The Police and Crime Commissioner will notify the Police and Crime Panel by 1<sup>st</sup> February of the relevant financial year of the precept which the Commissioner is proposing to issue for the financial year. The Panel must review the proposed precept by 8<sup>th</sup> February of the relevant financial year and make a report including recommendations.
- 14.7.2 Having considered the precept, the Police and Crime Panel will either:
  - (a) support the precept without qualification or comment;
  - (b) support the precept and make recommendations; or
  - (c) veto the proposed precept (by the required majority of at least two thirds of the persons who are members of the Panel at the time when the decision is made).

## AGENDA ITEM 5

- 14.73 If the Panel vetoes the proposed precept, the report to the Commissioner must include a statement that the Panel has vetoed the proposed precept with reasons. The Panel will require a response to the report and any such recommendations.
- 14.74 Where the Panel exercises the power of veto, the Police and Crime Commissioner shall, by 15<sup>th</sup> February of the relevant financial year, notify the Police and Crime Panel of the precept he/she now proposes to issue subject to the following:
- (a) where the Panel report indicates that the Panel vetoes the proposed precept because it is too high, the revised precept shall be lower than the proposed precept;
  - (b) where the Panel report indicates that the Panel vetoes the proposed precept because it is too low, the revised precept shall be higher than the proposed precept.
- 14.75 On receiving a response containing notification of a revised precept under the regulation the Panel shall, by 22<sup>nd</sup> February of the relevant financial year:
- (a) review the revised precept; and
  - (b) make a report (second report) to the Commissioner on the revised precept.
- 14.76 The Commissioner shall, by 1<sup>st</sup> March of the relevant financial year, have regard to the second report, give the Panel a response and publish the response.
- 14.77 The Commissioner may then issue the revised precept for the financial year or issue a different precept still subject to the requirements noted at 14.7.4



**POLICE AND CRIME PANEL**

**23 JANUARY 2020**

**REPORT OF THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE**

**PROPOSED PRECEPT FOR 2020/21- Additional information**

**PURPOSE OF THE REPORT**

This report sets out the latest expected budget and precept proposals for the Office of the Police and Crime Commissioner and the Constabulary.

There are a number of assumptions contained within the report based on the latest projections and information available at the time of writing on 20<sup>th</sup> January 2020. This has been necessary in the absence of the draft police settlement and associated precept consultation guidelines.

This report provides information on: -

1. Police and Crime Commissioners (PCC's) Revenue Budget for 2020/21.
2. Proposed Precept for 2020/21.
3. Medium Term Financial Forecast 2020/21 – 2023/24.

**ATTACHMENTS**

**List of Annexes**

<b>A</b>	Revenue Budget Projections (Medium Term) 2020/21 – 2023/24
<b>B</b>	Budget for the Office of the Police and Crime Commissioner 2020/21
<b>C</b>	Budget for the Chief Constable 2020/21
<b>D</b>	Anticipated Reserves 2020/21 – 2022/23
<b>E</b>	Summary of potential precept options 2020/21
<b>F</b>	Summary of projected movements in the 2020/21 budget

The following section sets out the anticipated proposals for the budget, subject to publication of the draft settlement for 2020/21.

## **RECOMMENDATIONS**

1. To note the letter from the Chief Constable setting out his professional recommendation to the PCC regarding the budget and precept proposal for 2020/21.
2. To note the information, analysis and assumptions made for the 2020/21 budget and the Medium Term Financial Plan.
3. To consider, and approve, in line with Schedule 5 of the Police Reform and Social Responsibility Act 2011, and associated regulations, a precept rise of the maximum allowable by the precept limit, but that does not exceed £10 (in total) for a Band D property.

## **CONTACT FOR ENQUIRIES**

Name:	Andrew Dale
Tel:	0300 122 6000
Email	<a href="mailto:pccoffice@derbyshire.pnn.police.uk">pccoffice@derbyshire.pnn.police.uk</a>

## **Budget Preface from the Police and Crime Commissioner (PCC)**

To say that my preface to this precept report is being written in unusual times is, to coin an over used phrase, something of an understatement. We are usually able to prepare detailed papers for the Panel that include certainties about the levels of funding we will be getting from central Government through the Police Grant; we know at what level the precept limit has been set, so I have an idea of the scale of the flexibility I have available to me when considering any change; and most importantly I will have had time, albeit over the holiday season, to give Derbyshire residents the opportunity to have their say over any potential changes in precept levels for policing. As I write this I have none of these.

The General Election in December meant that decisions about governmental spending were put on the back burner, it also meant no statements have been made about the capping arrangements for any potential precept rises. This in turn has made it very difficult for me to go to the people of Derbyshire and explain the financial picture for 2020/21 and what I may need to ask in terms of the precept level for policing in the coming year. To me this is unacceptable but something over which I have no control. I have shared my concerns with the Chair of the Panel, and suggested that she might consider moving the date of the meeting until we knew more, but her decision was to retain this date so we find ourselves in uncharted waters, where all I can provide you with is best guesses based on intelligence we have been able to gather from a variety of sources.

I think it is fair to say that there is an acceptance that after a decade of austerity, and resultant cuts in policing, there has been a significant effect on the Police Service of England and Wales. The headline-grabbing announcement towards the end of the year of 20,000 additional officers would seem to be a recognition of this. Whilst obviously welcomed, let me be clear that this will not cancel out the effects of the past ten years, though it will help shore up the service. It is important to recognise that the roll out of these additional resources will take time, and will not be felt in full until the end of 2023. We must also acknowledge that whilst any additional police officers are a welcome boost to the service, the 20,000 does not address the estimated 19,000 police staff roles that have been lost that allow these new officers to do the job of policing and keeping people safe, rather than the administrative tasks that keep the engine running. Last year I will admit I was, like most of my colleagues, caught a little off guard when the government announced the flexibility to raise the precept by a maximum of £24.

We had heard whispers that a greater flexibility than the usual 2% increase might be on the cards, but this represented the first significant increase in over ten years. I worked closely with the Chief Constable and ensured that he fully understood that if I was going to ask the public of Derbyshire for an additional £24, I (and they) expected to be able to see and feel the difference that this would make. The Chief agreed that this was important and we set about an unprecedented recruitment campaign, to seemingly impossible deadlines, to be able to deliver the uplift in officers and staff. True to his word, the Chief Constable delivered these officers and staff and we are now starting to feel the benefit of them within our communities. We have seen increased visibility within neighbourhoods, we have seen work (supported by additional funding from my office) to increase activity to address speeding through enforcement and investment in Community Speedwatch initiatives, we have seen a focus on tackling the issues of rural and wildlife crime through investment in the rural crime team, whilst also responding to police identified risk and threat. Initial feedback I have had from people out on the streets has been positive, but I am acutely aware that there is still more for us to do.

It would be short-sighted to simply consider policing in isolation, as I have a wider responsibility relating to partnership working and supporting victims of crime. Some may suggest that austerity's bite has been even more noticeable with some of our partners, and I have certainly felt the impact of their cuts through a shift of demand from services traditionally provided by partners onto the police. Examples of this would include children's services and provision for those with mental health needs. Whilst I obviously want to play my part as an active partner, I simply cannot afford to plug all of the gaps that are now appearing.

I have a difficult decision to make when it comes to this year's precept. As I have outlined above I am having to consider options with only half the picture. As you would expect, I have spent a considerable amount of time talking to the Chief Constable to gain his professional perspective and he has chosen to write an open letter to share his views with the people of Derbyshire (a copy of which follows). My Chief Finance Officer has worked with the Force finance team to model potential financial positions and options for this and future years. I have gone to the public, both online and in person, to ask for their views. The following report, however imperfect, is the best I have been able to produce considering the missing pieces of the jigsaw and the lack of the lid of the jigsaw box.

I must also acknowledge the elephant in the room in that there are the PCC elections in May. But let me be clear...the decisions I will make, and the recommendations I outline in this report are based on doing what I believe are the right things for the people of Derbyshire, not the most politically expedient. When I took up office in 2016 I took an oath which stated that I would, to the best of my ability, execute the duties of my office to ensure that the police are able to cut crime and protect the public.

A handwritten signature in black ink, appearing to read 'HDH', with a stylized flourish extending to the right.

**Hardyal Dhindsa**

**Police & Crime Commissioner for Derbyshire**

**January 2020**

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Our ref: HQ/CC/PCPT1.8  
Date: 13 January 2020

Hardyal Dhindsa  
Police and Crime Commissioner for Derbyshire  
Butterley Hall  
Ripley  
Derbyshire  
DE5 3RS

Dear Commissioner

### Precept Considerations for 2020/21

I am writing to you as I enter my fourth year as Chief Constable of Derbyshire Constabulary and to share my professional view on why I believe you should increase the council tax precept by £10, subject to the maximum allowed by the Government and regulations. During my time as Chief Constable I believe that we have developed a good and professional working relationship, one which I hope that you have found to be beneficial, allowing you to hold me to account for the delivery of policing services within Derbyshire, supporting the ambitions of your Police and Crime Plan.

Firstly, I would like to take this opportunity to formally thank you on behalf of the Constabulary for proposing last year's precept increase of £24, which was unanimously supported by the Police & Crime Panel. This provided the opportunity for the Constabulary to continue to provide a high-quality policing service to the people of Derbyshire. As a result of this precept growth, I am pleased to say that I have been able to increase the number of Police Officers and Police Staff dedicated to providing visible policing within our communities by 120 people, comprising of fifty-eight Police Officers, fifteen Police Staff, eleven Neighbourhood Enquiry Officers, fourteen PCSOs and twenty-two Detective Staff Investigators.

This year has also seen our first cohort of Police Now Officers join the Constabulary, specifically recruited to support visible neighbourhood policing. Police Now is a two-year graduate programme, training and developing people to become part of the next generation of Police Officers. This is a new way to enter the police family, broadening the diversity, skills and experience of our workforce and helping to make us truly representative of our communities.

In addition to all of the above, I have supported your commitment to ensure a visible and dedicated difference to the way in which rural communities are policed through the creation of a County-wide Rural Crime Team. Further work is also ongoing to train Safer Neighbourhood Officers so that they are equipped to respond to the rural and wildlife issues in their local area. I also know that as part of your #D383 initiative, one of the consistent topics that was raised as a concern by our communities is the speeding of motor vehicles. I am very pleased to say that last year's precept increase allowed me to provide an uplift of specialist officers dedicated to tackling speeding and other crime on the roads of the north-west of the County and beyond. This is yielding rewards, with the number of people killed or seriously injured on the roads of Derbyshire already reduced. We have also seen investment in our public protection capability, which sees the most vulnerable victims of crimes such as sexual abuse, child sexual exploitation and domestic violence receive an enhanced service from the Constabulary.

The changes that I have made to the Constabulary are not limited to ensuring "boots on the ground". A priority of mine has been to ensure that the Constabulary is completely fit to face the future through a comprehensive programme of workforce

Derbyshire Constabulary Headquarters, Butterley Hall, Ripley, Derbyshire DE5 3RS  
Incoming telephone calls and data communications may be monitored and recorded



modernisation. We were one of the first forces to implement the National Enablers Programme, and our ground-breaking work on Business Intelligence, Analytics, and 24-7 drone coverage proves our commitment to innovate and “push the envelope” when it can be shown to deliver clear benefits to the organisation. I have also ensured that cultural change is prioritised, empowering my colleagues to do the right thing without fear of blame should it go wrong, guaranteeing that lessons are learned throughout the entire organisation, and emphasising a just culture that is able to demonstrate a real difference to the people of Derbyshire.

I know that the decision to propose and lobby for this increase in funding was a difficult one for you to make, especially at a time when household budgets are being squeezed on many fronts. I hope that I have shown that when the Constabulary is trusted by you with the public’s money, it spends it wisely, ensuring that the benefits to the community are realised quickly and intelligently.

As you know, the cost of policing does not remain static, and over recent years we have seen some very real and significant financial challenges facing the Constabulary. Some of these challenges are completely out of our control, such as the recent decision to increase Police Officer and Police Staff salaries by 0.5% above the expected level of 2%, yielding a requirement to find an additional £0.6m annually. In the absence of contrary information, we forecast that this 2.5% increase will continue for several years to come. We have also seen a recent change to the way in which the contribution to Police Officer pensions is calculated, yielding an additional, and significant, annual pressure of £1.8m which is currently being met by a grant contribution from the Home Office; although there are no guarantees on that funding going forward.

We are also confronted with a constantly changing landscape regarding the way in which our business is conducted in the digital environment. Whilst I recognise that this does present us with many opportunities for long-term savings through business efficiencies, such as those expected from our Analytics programme, there are significant upfront and ongoing maintenance costs associated with technology development and licensing which are unavoidable. We do, of course, have the option of reducing our expenditure on the future-proofing of our capabilities, but this is ultimately ill-advised as it would denude our ability to tackle new and emerging crime types, as well as reducing our capability to understand and address the ever-increasing and complex demands placed upon our services.

As mentioned above, we are leading the way with the National Enablers Programme, recognising at an early stage the potential it could bring. However, we should not forget that this programme was an unavoidable outcome of the changes to Office 365 over which we had no control. Increasingly, what were old infrastructure and on-premise storage capital costs in IT have now become annual revenue costs based upon licences and cloud-based storage solutions which create further pressure. We are now completely reliant on technology, and I know you share my ambition that we should make the most of what this offers, to improve policing and the services we offer; its changing nature does have a significant impact upon our finances however.

It should not be forgotten that the risk and threat that we face as a society is constantly changing. Again, the ability to meet these challenges is not without cost, and tackling vulnerability requires significant investment. For example, the recent work to address the scourge of modern slavery in Derby and Latvia through Operation Doubrava necessitated an expensive multi-national, multi-agency investigation which resulted in the safeguarding of twenty-eight vulnerable adults and the prosecution of eleven perpetrators. As a result of Operation Doubrava, the Constabulary now has a unit dedicated to tackling modern slavery and human trafficking; only a few years ago this would have been seen as a luxury, rather than a necessary and vital tool in our arsenal against organised criminality.

Whilst some of the above areas have been financed through the increases in precept over recent years, I have ensured that our reserves have been used, as appropriate, to reduce the burden on the public purse. However, we are now at a stage where our reserves have been largely depleted,

reducing at the fastest rate of any other Force over the recent period, and aggravated by the recent unforeseen and significant expenditure incurred whilst responding to the emergency at Toddbrook Reservoir in Whaley Bridge (which the Force is unable to claim back as it fell below Bellwin limits).

Put bluntly, it is not a comfortable position in which we now find ourselves. If we assume a maximum 2% increase in the precept for the forthcoming year (the limit currently set by the Government), then we face a real-terms cut and an end of year deficit of approximately £2.9m in 2020/21, with insufficient available funding in reserves to balance the budget. Savings opportunities are still being developed through the "Bridging the Funding Gap" programme and are by no means certain at the moment. Any prudent financial planning would not anticipate "banking" any savings that are still in the process of being delivered. Whilst our reserves would certainly be decimated in this scenario, the impact would also be felt in the inability to continue with our various modernisation programmes, with planned upgrades and maintenance to our estate being scaled back, delayed, or put on hold indefinitely. It may very well be the case that in order to achieve the desired level of savings (thus maintaining an appropriate but highly reduced level of reserves), resource vacancies will have to be placed on-hold, with a very strong possibility of an overall reduction in numbers of Police Staff, which may reluctantly include Investigators and other frontline Police Staff, throughout the County.

Whilst a 2% precept increase would present significant challenges if substantial savings cannot be identified, a 0% increase in the precept amount has the potential to be catastrophic to policing in the County, with an expected end of year deficit of approximately £3.7m in 2020/21. It is no exaggeration to state that all operational activity would be detrimentally impacted upon, forcing the Constabulary back into austerity measures, and leading to all of the good work conducted during my time as Chief Constable to be completely undone. All modernisation programmes would cease, redundancies would be inevitable, and we would have no choice but to scale back on our involvement in wider partnership working as well as looking to delay any further investment in collaborative opportunities with Derbyshire Fire & Rescue Service; collaboration and partnership working is not a zero-sum game with the Police having historically invested heavily to ensure its success. Without doubt our current operating model would have to change, and we would be confronted with some difficult decisions as to the type and level of service we give. We know other forces have operated some very strong non-investigation and triage policies for certain crimes and incidents. We have taken a very pragmatic threat and risk-based approach thus far, but it would be choices such as this which we would face if presented with such a large financial gap.

The recently announced uplift of Police Officers by 20,000 is certainly welcome, and will yield approximately 280 additional Officers over the next three years. However, the reality is that this will not even return us to resource levels that were already in existence prior to the recent period of austerity and overall reduced Government spending. In particular it would do nothing to address the loss of nearly 300 Police Staff since 2010, whose work is vital in supporting activity of frontline Police Officers. The funding for these Officers is ring-fenced, and recruitment will be closely monitored by the Home Office to ensure the successful delivery of this target. Ultimately, this means that whilst our overall Police Officer figures will increase regardless of the precept amount, we do not have the flexibility to "cash-in" these resources for use elsewhere. In-fact, if we are left with no alternative but to hold vacancies or to consider redundancies as discussed above, then we will need to back-fill some or all of those deemed essential with Police Officers rather than significantly undermine the service we offer to our communities. This will reduce the impact of the uplift programme on our ability to deliver an enhanced frontline policing presence. Of note, this may very well be prevented by the Government who want to see the uplift programme deliver visible policing rather than backroom support. Let me be clear, we do not want to find ourselves in a situation where Police Officers carry out office-based roles that would be better undertaken by Police Staff.

Clearly therefore, neither the 0% or 2% precept figures would be sufficient if our primary purpose is to ensure the safety and security of the residents of Derbyshire. Our financial forecasting suggests that the most sensible and pragmatic approach, an approach which balances the needs of the Constabulary against the additional fiscal "ask" of council tax payers of the County, is to see



a more significant increase, to the maximum allowed if the Government raise the limit on the precept amount (which could be around £10) whilst still developing a savings programme that ensures we are efficient and effective; the Force remains in the lowest quartile for spend per head of population and for its available reserves. Whilst I understand that increasing the burden on council tax payers has always been your last resort, and that your preference has always been for increased central Government grant funding, it is my belief that this is the only realistic option left open to us, to protect the service financially, whilst ensuring that your strategic priorities (as set out in your Policing Plan) are addressed. This precept amount would allow for our current recruitment profile to remain unchanged, and would demonstrate a commitment to the people of Derbyshire to continue the level of investment in community policing seen over the past two years.

I believe that it is fair to say that up until recently, and as a result of austerity, the Constabulary has been operating at a level at which we have only been able to deliver essential services. In the past two years, and with your support, I have been able to invest in the areas of greatest risk and threat, and together we have provided a specific uplift of resources to the area of neighbourhood policing. My colleagues and I strive every day to ensure that these services are delivered to the best of our collective ability, but the recent inspections by HMICFRS have suggested that an ongoing and general erosion in the availability of resources throughout the Constabulary has impeded upon our ability to truly deliver these services to a quality that the public of the County of Derbyshire would, and should, expect.

Ultimately, and in order to meet our principle of keeping Derbyshire safer together with our partners, we require investment. The combination of the uplift of Police Officers combined with a £10 precept increase (if allowed by the Government) would put the Constabulary in a better place in which it is fit to meet the challenges, both known and unknown, that lay ahead in 2020/21 and beyond.

With kindest regards,



**Peter Goodman QPM**  
Chief Constable

## **1. EXECUTIVE SUMMARY – WHAT THE SETTLEMENT WILL PROBABLY MEAN FOR DERBYSHIRE**

1.1 In reading this report and the supporting documents, it is useful to keep in mind the following key assumptions and proposals in the absence of the provisional settlement announcement:

- There is a possibility that the precept flexibility could be up to £10 for a Band D property, (a 4.62% increase or less than a £1 a month for a Band D property). The initial limit set by the Government was equivalent to a £4.31 increase in the Band D charge or 2%. £10 would provide an extra £4m of additional income through council tax, bringing council tax funding to £73m.
- It is anticipated that there will be no increase in police grant or other grants. However, we anticipate that additional funding of £7m will be provided in 2020/21 to cover Derbyshire's share of the extra 20,000 officers announced by the Government, rising to an assumed maximum of £9.9m in 2022/23 but all of this remains uncertain until settlement is published. This would be used to recruit the 283 officers (by 2022/23) making up Derbyshire's share of the uplift, including 85 in 2020/21.
- There are a number of other bid-based funding schemes that are being introduced, most notably the national Taser Funding of £10m which the Force can bid into on the basis of risk and threat. This has not been included in any forecasts at this time but would allow us to sustain funding in future years and increase the roll out.
- Projected overall funding of £191.296m based on a £10 increase. In Derbyshire, this sees our potential funding increase by 6.3% between 2019/20 and 2020/21.
- £1m of funding has been provided from the PCC Reserves to cover additional PCSO recruitment for 2 years.

Other more detailed assumptions are covered later in the report.

1.2 Panel members should also remain mindful that the limit is put on precept rises before a referendum is required. It is estimated that the cost of such a referendum in Derbyshire would be around £1m. This roughly equates to a 2% rise in the precept. The PCC is very clear that he does not wish to exceed the precept limit and trigger the need to hold a referendum.

- 1.3 The Commissioner whilst welcoming additional specific funding regrets that much of the burden is still having to be transferred again to the public of Derbyshire. The Commissioner has consulted with the public of Derbyshire concerning his proposal to increase the precept in 2020/21. The consultation is still open although it looks as though the public are supportive of both the Commissioner's call for more funding from central government as well as paying more council tax to protect policing services. The consultation is discussed in more detail within section 7 of this report.
- 1.4 A budget settlement with a £10 increase in precept for a Band D property in 2020/21 means we are able to maintain our operational policing capabilities in the short term, support the introduction of the extra officers and sustain the investment made over the last two years with **£4.892m** of investment from 2019/20 maintained across the Force and PCC priorities. We can continue to maintain and equip neighbourhood teams, rural crime teams, prevention, response policing and our roads policing team and continue to progress our essential investments in technology and analytics to support the force in dealing with risks and threats to the communities of Derbyshire. We will be able to continue to support the **£3.209m** investment from 2019/20 (of the **£4.892m**) into these priority areas, made up of 58 officers and 62 police staff so our communities will continue to see a visible investment in the areas that need them. This follows on from our investment of 25 new officers during 2018/19 and a further 25 other officers reallocated to areas of increased risk and threat. These were primarily in Child Abuse and Exploitation, Domestic Abuse, Sexual Violence, Modern Slavery and Cyber Crime. On the back of these two years of investment, the Force has significant developments in investigation of rape offences, 7 day a week public protection, 24 hour drone capability, increased taser capability and enhanced investigation capacity and safeguarding support to all children at high risk of all types of exploitation. It will also ensure we can deliver the 283 extra officers by 2022/23 as our share of the 20,000 announced nationally by the government.
- 1.5 Careful financial management over the last few years has also allowed us to continue to invest in our people, Information Technology, in particular, the National Enabling Programme (NEP) to improve information sharing and productivity and the Estate. Investment in other priority areas included sustaining our previous investment in 2019/20, but also in year investment to reinforce our information management team to meet new legislative

requirements, new communications approaches including Derbyshire Alert and partnership contributions in making Derbyshire Safer together. These priorities and others amount to an extra **£0.917m** during 2019/20, after the precept was agreed.

There are also unavoidable costs we have to cover of **£5.899m**, predominantly pay awards and pension contributions. Other changes in the year amount to a reduction in the budget requirement of **£0.252** which are included in **Annex A**.

(Further detail on the cost-pressures and investments the Force will make are included in **section 5** of this report and also **Annexes A & F**).

1.6 In addition to maintaining the investments identified by the Force, the Commissioner will invest:

- **£172.0k** to mainstream the contribution to the Mental Health Triage Hub based in the Force Control Room (previously funded from reserves).
- **£100.0k** to mainstream the Safe Space provision in Derby City Centre (previously funded from reserves).
- **£62.5k** in services aimed at improving rural communities' access to domestic abuse support as well as broader IT provision.
- **£35.0k** to provide and promote online safety work in schools.
- **£30.0k** to continue the work of the East Midlands Chamber of Commerce with the Business Crime Reduction Partnership (previously funded from reserves).
- **£30.0k** in a service aimed at supporting female persistent offenders break the cycle.
- **£4.0k** as a contribution to the road safety charity BRAKE to support them in their work within Derbyshire.

1.7 The extra government funding for officers through the settlement and potential for precept flexibility for 2020/21 only are by no means a permanent solution to our funding challenges with significant uncertainty over future funding from the Government. The underlying budget pressures remain due to the ring-fencing of the funding. Indeed, this funding actually restricts the Forces ability to manage and fund other pressures. The absence of a multiyear settlement also makes planning and resourcing very difficult. The Force is developing its 'bridging the

funding gap' savings programme and is reviewing priorities, vacancies, overtime, demand, detective staffing models and back office processes to address the anticipated **£1.296m** deficit in 2020/21 that still remains, even after a £10 increase in the precept alongside anticipated government funding. Despite the potential for a £10 increase in Precept the Force and the PCC will continue to lobby for extra funding as part of the next Comprehensive Spending Review (CSR). Had we not received the flexibility on the precept in the last two years and without flexibility this year, we would be looking at a deficit of nearly **£12m** by the end of 2020/21. This is approximately equivalent to the salary costs of **240** police officers. The table below shows the impact on council tax income of a £4.31 or 2% increase or a £10 (4.62%) increase.

### High level analysis of 2020/21 precept options

Precept Increase (%)	Band D 2020/21 (£ per yr)	Precept Increase (£ per yr)	Generates an additional (£ per year)
1.99%	220.91	4.31	2,575,796
4.62%	226.60	10.00	4,325,970

- 1.8 Even with the proposed additional investment from Government, the Force is still short of its previous establishment of 3,730 Officers and staff in April 2009 with a projected establishment of 3,413.3 at March 2021. However, the need to identify further savings remains, particularly with the likely expectation from government that officer numbers will be maintained and vacancies minimised. This will be a significant challenge to the Force in the future.
- 1.9 We have maintained a significant contribution to our capital programme for 2020/21 (**£2.7m**) in the revenue budget. This is because our reserves are diminishing and we face the need to finance our future capital expenditure, particularly on our police stations, by borrowing. The additional contribution from the revenue budget will help to reduce the amount of borrowing required and will be needed now we increasingly have to pay for much of our new IT equipment and software through our revenue funding.

1.10 Derbyshire continues to be a safe County and the investment last year into priority areas has had an impact. The Force continues to meet the Home Office tests to allow it to increase its precept. Reserves are around average for Forces nationwide, Procurement savings targets set by the Home Office are being met and the Force maintains a low cost per head of population when compared with other Forces. With the proposed additional investment, particularly into our communities, the Force has a great opportunity to continue to make Derbyshire Safer.

## **2. THE NATIONAL PICTURE**

### **WHAT'S HAPPENED IN THE PAST?**

- 2.1 Since the Chancellor announced the results of the Coalition Government's Spending Review in 2010 Government support for local policing budgets was reduced, in real-terms, by 34%. Even with annual increases in council tax precept, total funding for local police was reduced by 21% up until 2018.
- 2.2 The 2015 Spending Review claimed overall police spending would be protected in real terms between 2015/16 to 2019/20. The actual funding to police forces was only protected to a flat cash level, which is not insulated from inflation or changes in the national pay settlement. Even at this level, Police and Crime Commissioners (PCCs) have been expected to increase their precept by the maximum permissible level.
- 2.3 The 2019/20 Police Finance Settlement provided an additional £970m of additional funding, with £813m for local policing. Precept flexibility was increased to up to £24 and an additional £161m of other additional grant funding was provided to cover other national priorities and pressures. There were national efficiency targets set by the Home Office which were met to allow for the precept flexibility.

### **WHAT'S HAPPENED THIS YEAR AND WHAT DO WE KNOW SO FAR?**

- 2.4 As mentioned throughout the report, we are still waiting for the settlement announcement for 2020/21 and have prepared this report based on the latest assumptions and information available. Some assumptions were mentioned earlier in respect of the overall precept and grant funding positions. What is clear, however, is that any additional grant funding is likely to be ring-fenced to

increasing officer numbers which does nothing to address the legacy issues facing the force after having to pull back on investment in the Estate and Information Technology and meet growing demand. These pressures remain in the short and medium term. The following sections will set out more detail on the expected pressures, potential policy changes and funding assumptions we have made in developing this draft budget. Full detail will be provided in this section once it is published and prior to formal approval of the precept.

## **WHAT DO WE THINK THE GOVERNMENT WILL EXPECT IN RETURN?**

2.5 In 2019/20, the Home Affairs Select Committee (HASC) outlined the Policing Minister's 4 priority areas to "drive efficiency, productivity and effectiveness next year": -

1. Continued efficiency savings in 2019-20 through collective procurement and shared services. There will be an expectation that every force contributes substantially to procurement savings and the Home Office will be working with the police to agree the "right force level objectives for 2019-20 and 2020-21".
2. Major progress expected to resolve challenges in investigative resource identified by HMICFRS, including recruitment of more detectives to tackle the shortfall.
3. Continue to improve productivity, including smarter use of data to deliver £50m of productivity gains in 2019-20.
4. Maintain a SOC response that spans identification and management of local threats as well as support for national priorities.

The Force performed in all these areas with over £0.590m in equivalent annualised savings through collaborative procurement and shared services, with particular work with the Fire and Rescue Service through shared posts and procurement. This was highlighted in the latest Home Office returns. There was also national recognition for the approach to smarter working through mobile technology and the excellent approach to serious and organised crime. This expectation remains and there will still be with an overall national efficiency target to achieve across the country as part of the settlement conditions.

## **WHAT ELSE DO WE THINK WILL IMPACT ON US?**

### **Additional Pension Costs**

- 2.6 The changes to the way in which police pensions are calculated means that the police, as well as other “unfunded” schemes, saw sharp increases in costs. As part of the 2019/20 settlement, these costs, nationally for the Police, were estimated to be approximately £330m (£302m for police officers and a further £28m for Metropolitan Police Service Civil Servants).
- 2.7 In 2019-20 the Treasury provided forces with an additional £142.5m grant in addition to the £161m additional funding. The result is that in some forces the combined grants cover the full pension costs, in others there is a relatively small remaining figure. Actual costs will depend on local circumstance netted off with the pension grant allocations. In Derbyshire there was a shortfall of £0.4m in 2019/20. We think this will grow to £2.6m in 2020/21 as grant will be frozen at 2019/20 levels.

### **Tax base assumptions**

- 2.8 We also anticipate that the Home Office will update their tax base assumptions to reflect the latest forecasts from the Office for Budget Responsibility of a 1.5% increase in England.

### **Reallocations of funding**

- 2.9 In 2019-20 the top-slices/reallocations totalled £1,029m. We are assuming the same top slice in 2020/21 in the absence of any further information so any further top slice from the Government will increase the projected deficit in the budget.
- 2.10 In 2019/20, there was also an additional £90m to tackle Serious and Organised Crime (SOC). The table below shows the allocations for 2019/20 in the absence of information for 2020/21.



<b>Police Funding - National Reallocations</b>	<b>2019/20 £m</b>
PFI (Private Finance Initiative(s))	73
Police technology programmes	495
Arm's length bodies	63
Top-ups to NCA and ROCUs	56
Strengthening the response to Organised Crime	90
Police transformation fund	175
Special Grant	73
Pre-charge bail	4
<b>Total Reallocations and Adjustments</b>	<b>1,029</b>

- 2.11 We have assumed that the transformation fund will remain the same, in cash terms, at £175m although further funding could be provided to support the creation of the National Commercial Organisation which is responsible for overseeing the development of shared services and joint procurement across Forces.

### **Council Tax Referendum Principles**

- 2.12 The Ministry for Housing, Communities and Local Government published the draft council tax referendum principles. In 2020/21, it proposed that PCCs will be allowed to increase band D bills by only 2%. However, we are now hoping that this will be increased to £10 or 4.62% based on latest indications.

### **Grant Allocation**

- 2.13 We are assuming that the PCC will receive the following grants in 2020/21: -

<b>Derbyshire Reallocations</b>	<b>2019/20 £m</b>	<b>2020/21 £m</b>	<b>Variation £m</b>
Home Office Police Grant	62.6	62.6	-
Ex DCLG <sup>1</sup> Formula Funding	37.9	37.9	-
<b>Sub-total</b>	<b>100.5</b>	<b>100.5</b>	<b>-</b>
Legacy Council Tax Grants	8.7	8.7	-
Pension Support Grant	1.9	1.9	-
Officer Uplift Grant		7.0	7.0
<b>Total General Grants</b>	<b>111.1</b>	<b>118.1</b>	<b>7.0</b>

- 2.14 In addition to these general grants the PCC normally receives funding from the Ministry of Justice to fund victim and witness services (£1.212m in 2019/20).

## **WHAT DOES THE FUTURE HOLD?**

### **The Spending Review**

- 2.15 The Association of Police and Crime Commissioners (APCC) and the National Police Chiefs Council (NPCC) continue to work closely with Home Office and wider policing partners on any future spending review submissions. It is anticipated that multiyear spending reviews will return in 2021/22 which, whilst still likely to present funding challenges, this should allow policing to plan more effectively.

### **Funding Formula**

- 2.16 The police funding formula is widely considered to be unfit for purpose and needs replacing. Indeed, the current formula has never been fully implemented. Substantial work was undertaken in 2016/17 to bring forward new proposals but this work was suspended in May 2017, following the snap general election. The Minister is expected to announce that this work will recommence as part of future spending reviews.

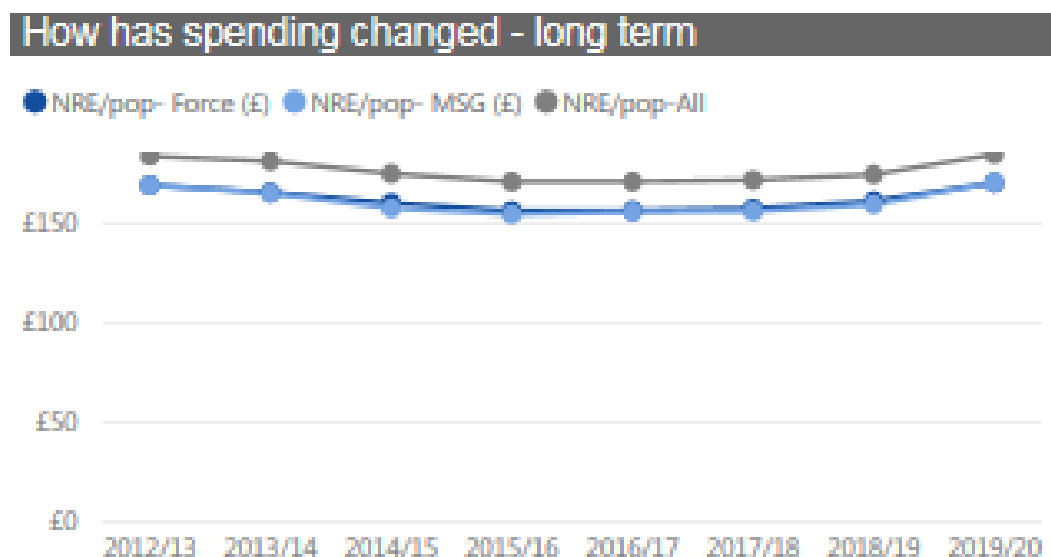
## **3. IS THE CONSTABULARY DEMONSTRATING PRODUCTIVITY & EFFICIENCY AND DELIVERING VALUE FOR MONEY (VFM)**

- 3.1 In order to meet the Minister's conditions in relation to productivity and efficiency, the APCC, NPCC and Home Office have created a National Commercial Board through which to focus efforts to deliver real progress in relation to procurement and shared services. Efficiency targets are being developed as part of this and regular monthly returns are submitted to inform the efficiency targets set by the Treasury to support any further investment or precept flexibility.

### **Results of VFM Profiles**

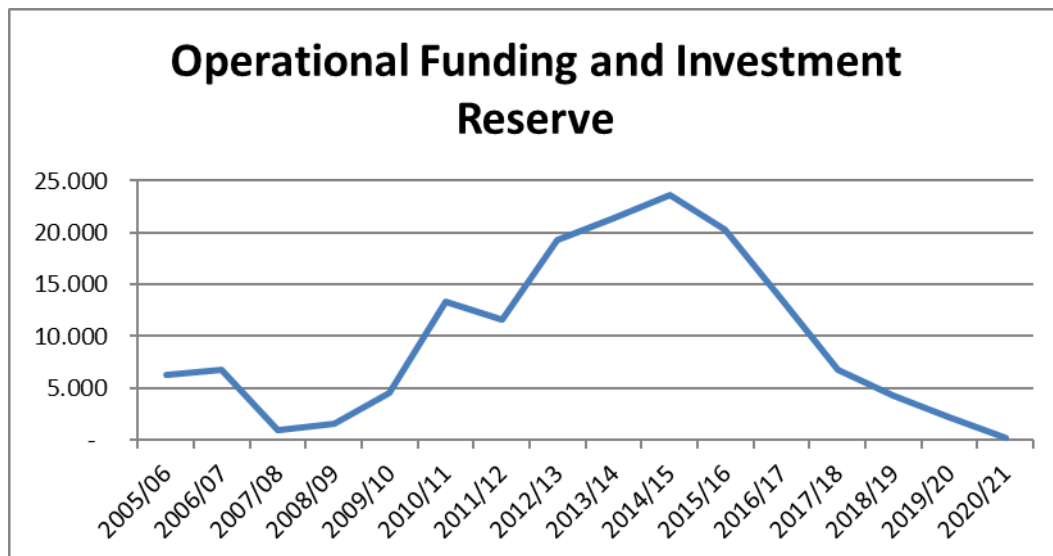
- 3.2 Her Majesty's Inspectorate of Constabulary and Fire & Rescue Services (HMICFRS) publish value for money dashboards, which provide comparative data on a wide range of policing activities from 2011 up to the most recent data release.

- 3.3 Derbyshire is consistently below average net spend per head of population against all forces (£170.47 vs. £184.92) and also slightly lower than Most Similar Group and the same as the region, as shown in the graph below:



### Reserve Position

- 3.4 Derbyshire's reserves have been falling faster than the national average over the past seven years. Reserves have been used appropriately to support investment and ensure that any precept increases are justified alongside savings plans and reserves. The level of reserves is now only around the national average and reserves are now being used to meet certain cost pressures rather than holding a contingency in the budget. This position isn't sustainable and the reserves projections later on in the report show the challenges in funding future investment from reserves and identify the need to develop the budget on a more sustainable footing through council tax increases and savings plans, in the absence of government funding flexibility.



#### 4. WHAT ARE THE CHALLENGES FOR POLICING?

- 4.1 Chief Constables still have significant challenges as outlined in the letter to the PCC in respect of the 2020/21 budget. A reduction in real terms funding of police budgets of 21% (range 11% to 29%) up until 2018 came at a time when the policing mission had been expanded and demand has grown.
- 4.2 The public and political expectation that policing should address crimes against the most vulnerable, (domestic abuse, child sexual exploitation, modern slavery, human trafficking, county lines and forced marriage) is resource intensive. Victims require safeguarding. Investigations are often complex and partnership case management is intense. The ability to create significant efficiencies is limited in an area concerned with protecting very vulnerable people.
- 4.3 The threat from terrorism remains high and significant investment in counter terrorism policing has been provided to National Counter Terrorism Policing. Whilst the funding in some counter terrorism capabilities has grown it is worth reflecting that the majority of the police responses to terrorist and indeed local emergencies such as the Todbrook Dam in Whaley Bridge come from core policing resources. Even uplifts in areas such as armed policing with additional funds have required support from host force budgets.
- 4.4 The demand on policing remains high. This is reflected in additional demand through reports and call volumes but it is also apparent in the evidence being

provided to police. The digital footprint in most investigations requires more time to process the work.

- 4.5 The force needs to respond to an increasingly digitally capable criminal requiring new technology capabilities and organisation and serious and organised crime is a threat, more widely regarded as a national security issue.
- 4.6 Finally, the stretch on the police workforce is extensive with a sharp focus now on the level of community and neighbourhood resources and the need to reinvest back into our communities.

## **5 WHAT ASSUMPTIONS HAVE WE MADE? WHAT COSTS DO WE NEED TO COVER? WHAT INVESTMENT DO WE NEED TO MAKE?**

### **Assumptions**

- 5.1 The proposals developed for the draft budget ensure that resources remain committed towards priority service areas, the delivery of the strategic objectives contained in the Police and Crime Plan and meeting our Strategic Policing Requirement.
- 5.2 In developing and refining the draft budget and the MTFS<sup>2</sup> the following underlying assumptions have been made in the absence of the settlement information but with regard to available information and discussions with other forces:
- Pay inflation has been allowed for at 2.5% per annum in each of the four years to reflect the increase in inflation and removal of the central government capping on pay increases.
  - A proposed increase in council tax precept of £10 per annum in 2020/21 (4.62%), reverting to 1.99% for subsequent years in line with assumed referendum principles.
  - Council tax billing base to increase by 1.6% in 2020/21 and by 1.5% in each of the next three years.
  - Police grants (Main Grant & Pensions Grant) have been assumed to remain at the cash levels as notified in the provisional settlement for 2019/20 (£100.504m for Main Grant and £1.856m for Pensions Grant).

- Maintenance of the Regional and Organised Crime Unit (ROCU) funding
- There is no assumed taser funding at the moment. 20% of the funding will relate to 2020/21 and the remaining 80% in 2021/22.
- No change in the assumption that the Force will pick up Special Branch costs in 2020/21.
- An assumption that there will be no flexibility in managing the number of police officers with a requirement to fill all vacancies (£1.4m in 2020/21)
- No provision has been made at this stage for the introduction of the new National Police Funding Formula due to the unknown impact this will have on Derbyshire's share of the national policing funds.
- The future investment in technology, whether direct capital purchase or revenue service contracts, will need to be funded by revenue given the diminishing reserves and the minimal level of annual capital grant.

### **Inflation**

- 5.3 This additional cost does not relate to any increase in service but is required just to maintain the existing base level of service and pay commitments. The 2020/21 budget assumes that all such increases can be contained within existing estimates, i.e. they will be offset by procurement / other savings

### **Costs We Have to Cover**

- 5.4 These are items within the budget which are committed to by means of previous decisions taken, national agreements or statutory payments. The main significant changes that have occurred in this section for 2020/21 include: -

Description	£m
Pay Awards	3.008
Pay increments/ Specific Price Inflation	2.283
Pension Contributions	0.361
Other contributions to national IT Services	0.106
EMSOU <sup>3</sup> / Other regional collaboration	0.247

<b>Total unavoidable costs</b>	<b>6.005</b>
Other approved or anticipated changes	0.146

### Priority Areas

- 5.5 These items of growth or sustained investment are required to improve performance, meet the Commissioner's and Constabulary's priorities and the growing demands on the Constabulary. The list of growth items is considerably smaller than previous years, reflecting the financial restrictions. The main significant areas are identified below:

<b>Description</b>	<b>£m</b>
<i>Maintaining and sustaining investment</i>	
Full year impact of 2019/20 Precept Changes	0.608
Police Officers national target establishment	1.365
Renewal of Pronto licences	0.255
Support for Regional Collaboration	0.215
Less: Police Officer turnover	(2.366)
Other Budget Changes	0.077
<b>Cost of sustaining investment</b>	<b>0.154</b>

<b>Description</b>	<b>£m</b>
<i>Other areas of investment to support the front line</i>	
New accommodation – North Division	0.222
Business Change – increase in posts	0.251
Communication & Engagement – increase in posts	0.062
Information Management – increase in posts	0.034
Other new police staff posts	0.088
Support of Capital Programme	0.358
<b>Cost of other investment</b>	<b>1.015</b>

These investments and cost-pressures are also shown in both **Annex A & Annex F**.

## The Workforce Strength

- 5.6 The table below provides a summary of the changes to the funded establishment built into the 2020/21 revenue budget including the uplift from the Governments proposed grant for extra Police Officers:

FTE's	Police Officers	PCSO'S	Police Staff	Total Staff	Total
<b>2019/20 Funded Posts – Precept Report</b>	<b>1758</b>	<b>178</b>	<b>1358</b>	<b>1536</b>	<b>3294</b>
Workforce Modernisations	(8)		10.2		2.2
Business Change Department – approved increases			8.0		8.0
Comms & Engagement – approved increases			2.0		2.0
Criminal Justice – temporary posts funded by PCC / MHCLG			4.6		4.6
Increase in Regionally-funded posts			5.2		5.2
Increase in CREST / DBS-funded posts			5.0		5.0
Other Police Staff changes		1.0	6.3		7.3
Police Officers national uplift	85				85
<b>Projected 2020/21 Funded Posts – Precept Report</b>	<b>1835</b>	<b>179</b>	<b>1399.3</b>	<b>1578.3</b>	<b>3413.3</b>

In addition, the 20 extra PCSO's will be recruited in 2020/21 on top of the numbers above.

## 6. WHAT IS THE EXPECTED OUTCOME? - 2020/21 DRAFT BUDGET SUMMARY

- 6.1 The tables below provide a summary of the 2020/21 draft revenue budget showing a high-level split of the overall budget between those elements that the PCC is directly responsible for and those under the direction and control of the Chief Constable to manage and operate.
- 6.2 The proposed draft budget for 2020/21 for the **Office of the Police and Crime Commissioner** is summarised in the table below:



<b>Office of the Police and Crime Commissioner</b>	<b>Approved Budget 2019/20</b>	<b>Draft Budget 2020/21</b>
	<b>£m</b>	<b>£m</b>
Commissioner's Office	1.220	1.277
Crime Prevention Fund	0.275	0.275
Community Safety Fund	1.366	1.732
Victim and Witness Services	1.133	1.614
<b>Sub-Total</b>	<b>3.994</b>	<b>4.898</b>
Revenue Contributions to Capital	3.092	2.692
Debt Charges	0.701	0.731
Interest Receipts	(0.160)	(0.110)
<b>Sub-total</b>	<b>7.627</b>	<b>8.211</b>
Contribution from Reserves	-	(0.146)
Contribution to Reserves	0.024	0.028
Grant from the Ministry of Justice (estimate)	(1.212)	(1.212)
Contributions from partners	-	(0.450)
<b>Net Budget Requirement</b>	<b>6.439</b>	<b>6.431</b>

6.3 The proposed draft budget for the **Chief Constable** is set out in the table below:

<b>Chief Constable</b>	<b>Approved Budget 2019/20</b>	<b>Draft Budget 2020/21</b>
	<b>£m</b>	<b>£m</b>
Derbyshire Constabulary	162.768	174.106
East Midlands Collaboration	11.310	11.596
BCU Fund	0.318	0.318
Partnerships	0.576	0.579
Contribution to National Policing	0.215	0.163
<b>Sub-total</b>	<b>175.187</b>	<b>186.762</b>
Contributions from Reserves	(0.610)	(0.748)
<b>Net Budget Requirement</b>	<b>174.577</b>	<b>186.014</b>

- 6.4 The budget for the share of specialist policing within Derbyshire that is being delivered collaboratively with other police forces within the **East Midlands** is summarised in the table below: -

<b>East Midlands Collaboration</b>	<b>Proposed Budget 2019/20 £m</b>	<b>Draft Budget 2020/21 £m</b>
EMSOU Serious and Organised Crime, incl. TSU	4.886	4.940
Major Crime	0.188	0.189
Forensics	1.875	1.969
HR Service Centre	0.745	0.802
Learning and Development / Occupational Health	1.039	1.074
Legal	0.357	0.397
Contribution to Regional Teams	0.302	0.307
Major Crime (budget retained within Derbyshire's base)	1.911	1.909
Crimestoppers Regional Manager	0.007	0.009
<b>Total Collaboration</b>	<b>11.310</b>	<b>11.596</b>

### **Council Tax base**

- 6.5 The tax base is calculated by the billing authorities by converting all properties to band D equivalents and making assumptions about the levels of discounts to be offered and the amount of tax to be collected. Billing authorities are not required to finalise their tax bases until the end of January. Based on current information the total tax base for the PCC for 2020/21 is expected to be 321,088.28 and is broken down by authority in **Annex E**.

### **Band D Council Tax**

- 6.6 Assuming the Government allow for an increase of £10, the recommended Band D council tax proposed for 2020/21 is £226.60, an increase of 4.62% on the comparable figure for 2019/20.

	<b>Precept Increase £10</b>
Net Revenue Budget	£192.592m
Budget Increase (%)	6.2%
Proposed Council Tax Requirement	£72.759m
Police Council Tax (Band D)	£226.60
Police Council Tax Increase (£)	£10.00
Police Council Tax Increase (%)	4.62%
Proposed Contribution from reserves	£1.296m

## MEDIUM-TERM PROJECTIONS 2020/24

- 6.7 The impact of the budget proposals for 2020/21 and key assumptions for costs and income streams over the next 4 years is summarised in the table below. All government funding, including all special grants, are shown as external funding, illustrating the full cost and funding of the Derbyshire PCC and Chief Constable. This shows the deficit of £1.296m for 2020/21, rising to £13.362m in 2022/23, based on the current assumptions. These projections are set out in more detail at Annex A. Given the uncertainties surrounding future funding for the police service the projected deficits can only be highly provisional at this stage and represent the likely to worse case scenarios, assuming no police grant increase of further funding for officers and restrictions through ring fenced grant. It also assumes a 2% precept increase in future years and shows the extent of the challenge that remains.

<b>Medium-Term Forecasts 2019/23</b>	<b>2020/21 £m</b>	<b>2021/22 £m</b>	<b>2022/23 £m</b>	<b>2023/24 £m</b>
Previous Year's Gross Expenditure	181.016	192.592	202.024	210.090
Inflation (including pay awards and increments)	5.899	6.019	6.149	6.300
Other spending pressures/reductions	5.358	3.420	0.917	(1.919)
<b>New Business Cases</b>	<b>0.319</b>	<b>(0.007)</b>	<b>1.000</b>	<b>1.000</b>
<b>Net Revenue Budget</b>	<b>192.592</b>	<b>202.024</b>	<b>210.090</b>	<b>215.471</b>
Projected Funding	(191.296)	(195.281)	(199.357)	(202.110)
<b>Annual Budget Base (Surplus)/Deficit</b>	<b>1.296</b>	<b>6.743</b>	<b>10.733</b>	<b>13.362</b>
Contribution (to) / from Reserves/Bridging the Funding Gap Programme	(1.296)	0	0	0
Remaining (Surplus)/Deficit	0	6.743	10.733	13.362

- 6.8 We continue to model a range of scenarios for the future and the Statement from the Chief Finance Officer for the Chief Constable highlights some of the risks that need to be managed.

## SAVINGS STRATEGY

- 6.9 The Force has developed its 'Bridging the Funding Gap' Programme which will be monitored through the Finance Futures Board. The following diagram sets out the themes and regular updates will be included in the budget monitoring reports. Much of the focus will be on managing the workforce growth and development, linking closely to the Workforce Futures Board to achieve the savings targets. The Force will work with the figures outlined above in determining the savings targets.



- 6.10 It is vital that Derbyshire Police continue to explore opportunities to deliver savings to fund future investment as Reserves will only cover any deficit until 2021/22 based on the current projections, without further savings or funding.

## 7. PUBLIC CONSULTATION AND ENGAGEMENT

- 7.1 This section will be updated once the consultation is updated.

## **8. RESERVES AND BALANCES**

- 8.1 There is continuing focus on the amount of reserves held by the police. A report was presented to the Policing Minister in October 2018 which showed that total revenue reserves at 31<sup>st</sup> March 2018 amounted to £1.40bn; a reduction of 14% on comparable figures twelve months ago. The last available forecasts indicate that revenue reserves will fall by a further 47% between now and March 2021 to a figure of £747m.
- 8.2 Capital grants and reserves have fallen from £534m in March 2017 to £168m by March 2018 and expected to fall still further by March 2021.

### **Reserves Position for Derbyshire**

- 8.3 The budget plans accommodate all the known immediate financial risks facing Derbyshire Police. Nevertheless, risks continue to remain over future finance settlements, inflation and the impact of future pay awards, but also the:
- Contributions to Regional Organised Crime Units (ROCU) and East Midlands Serious and Organised Crime Unit.
  - Future funding to support recruitment and the associated costs
  - National Police Information and Technology charges
  - Employer Pension rates.
  - Changes to the funding model for the National Police Air Service (NPAS).
  - Forensics (investment in digital technology and supplier pressure).
  - Introduction of the Emergency Services Network (ESN).
  - Impact of Brexit.
- 8.4 Equally, major and unpredictable new policing operations can also impact heavily on the budget. As it stands, reserves are sufficient to provide a cushion against short term risks. The table shows the projected reserves up to 2024:

	Balances at 31/03/19	Estimated Balances at 31/03/20	Estimated Balances at 31/03/21	Estimated Balances at 31/03/22	Estimated Balances at 31/03/23
	£m	£m	£m	£m	£m
<b>GENERAL RESERVES</b>	<b>5.500</b>	<b>5.500</b>	<b>5.500</b>	<b>5.500</b>	<b>5.500</b>
<b>EARMARKED RESERVES</b>					
<b>Useable:-</b>					
Operational Funding and Investment Reserve	4.276	2.153	0.357	0.000	0.000
Carry-forwards	1.647	1.116	0.982	0.982	0.982
PCC Grants & Commissioning	2.147	1.031	0.885	0.885	0.885
<b>Sub-Total</b>	<b>8.071</b>	<b>4.300</b>	<b>2.224</b>	<b>1.867</b>	<b>1.867</b>
<b>Non-useable:-</b>					
PFI - Ilkeston	1.063	0.999	0.925	0.842	0.749
PFI - Derby	2.782	2.449	2.078	1.672	1.228
Insurance	0.070	0.076	0.081	0.081	0.081
<b>Sub-Total</b>	<b>3.916</b>	<b>3.524</b>	<b>3.084</b>	<b>2.595</b>	<b>2.058</b>
<b>TOTAL EARMARKED RESERVES</b>	<b>11.986</b>	<b>7.824</b>	<b>5.308</b>	<b>4.462</b>	<b>3.925</b>
<b>TOTAL RESERVES</b>	<b>17.486</b>	<b>13.324</b>	<b>10.808</b>	<b>9.962</b>	<b>9.425</b>

8.5 Further detail on the level of reserves is set out in **Annex D** and the Reserves Strategy will show the modelling of the impact on reserves of risks and key assumptions.

## 9. IS OUR BORROWING AFFORDABLE?

9.1 Whilst the Prudential Code relates to new capital controls, it does impact on the revenue budget. Any agree long term borrowing meeting all the Prudential Code guidelines will have on-going revenue implications over a long period. Separate reports deal with the Capital Programme and also the Prudential Indicators for the Constabulary will be prepared once the settlement has been published. Borrowing assumptions for currently approved capital schemes are included in this report.

## **10. ASSURANCE STATEMENT FROM THE S151 OFFICERS' CONSIDERATIONS**

10.1 When setting the Budget and Capital Programme for the forthcoming year the Police & Crime Commissioner must be satisfied that adequate consideration has been given to the following: –

- Government policy on police spending, as applied to the Police & Crime Commissioner.
- The CIPFA Prudential Code and the CIPFA Treasury Management Code.
- The impact on the Council Tax and the threat or risk of exceeding the excessiveness principle (previously capping).
- Whether the proposals represent a balanced budget for the year.
- The robustness of estimates and the size and adequacy of general and specific earmarked reserves.
- The medium-term implications of the Budget and Capital Programme (MTFS).

10.2 Section 25 of the Local Government Act 2003 requires the Commissioner's Chief Financial Officer to provide the Commissioner with assurance on the robustness of estimates made for the purposes of the budget calculations and the adequacy of reserves.

10.3 The Act requires that the Commissioner has regard to the report of the Chief Finance Officer in making their budget decision. Where this advice is not accepted, this needs to be formally recorded in the minutes of an appropriate meeting. This statement will be finalised once the settlement is announced but the draft statements based on the latest assumptions are included below.

### **ASSURANCE OF THE CHIEF CONSTABLE'S CHIEF FINANCIAL OFFICER**

10.4 As the Chief Constable's Chief Financial Officer, I can provide the following assurances: -

- The main assumptions and estimates, (in the absence of the settlement), for compiling the budget are set out within the report and the figures for the 2020/21 budget have been based on these assumptions.

- The recommendations are consistent with the budget strategy also set out within the report and do not impact on the financial stability of the Constabulary. There is, however, increased pressure on reserves with the operational funding and investment reserve being exhausted in 2021/22 based on current projections and potentially significant savings programme targets for future years.
- Future financial implications up to 2024 have been analysed but can only provide an indication of the potential financial position that the Constabulary and Commissioner will face. This reflects all known factors that could have an impact on these financial plans up to 2023 and we are assuming that funding for the increased pensions contributions will continue in the medium-term financial forecast which is a risk that we will have to monitor closely. The impact of increasing funding through ring fenced grants will also require careful monitoring and the development of the 'Bridging the Funding Gap' Savings strategy will be required to deliver savings to sustain the budget in the short and medium term and will be monitored through the Finance Futures Board.
- The figures within the Medium Term Financial Strategy are based on a number of key assumptions set out within the MTFS and can only provide an indication of the scale of the challenge that we face at this time. In particular the figures are heavily dependent on future government funding decisions and precept limitations.
- Medium Term implications –. There are a number of scenarios that the Constabulary will need to model with the current MTFS based on the most prudent forecast around funding and precept increases. It does, however, present a significant challenge, accepting it provides the worst case scenario, based on very limited information at the moment.

## **ASSURANCE OF THE POLICE AND CRIME COMMISSIONER'S CHIEF FINANCIAL OFFICER**

10.5 As the Commissioner's Chief Financial Officer, I can provide the following assurances: -

- Government Policy – The MTFS is produced in line with the latest government policy as applied to Police & Crime Commissioners.
- CIPFA Code – the MTFS is produced in line with the Prudential Code and the CIPFA Treasury Management Code. Details are outlined in the Treasury Management and Capital Programme reports.



- Council Tax – The Government confirmed that legislation through the Localism Act provides communities with the power to veto, through a referendum, council tax increases deemed by the government to be excessive. The level at which council tax is deemed excessive is decided in accordance with a set of principles determined by the Secretary of State for Communities. For 2020/21 the revised Referendum Principle is anticipated to be £10 for Police & Crime Commissioners. This report presents the precept option for the Commissioner to consider, which is for an increase in the Police element of Council Tax at Band D by £10 and £4.31 (2%). Increases in council tax secure year on year funding, as being a part of the base revenue budget.
- Balanced budget – a balanced budget is presented.
- Robustness of Estimates – I have reviewed the matters that have been considered in drafting the proposed budget and the consequential budget requirement, and the required level of the police precept. I am satisfied that the procedures adopted by the Director of Finance and his team are sufficiently robust to ensure the financial data is accurate and forms a sound basis for the preparation of the estimates for 2020/21.
- Adequacy of reserves – I consider the level of general reserves (£5.5m) to be adequate for meeting estimated future risks. Specific reserves are reducing (rapidly in some cases) but are at appropriate levels to support future expenditure in the medium term. Given the size of the deficit, however, I will keep this position under regular review.
- Medium Term implications – I consider that the MTFS presents a best estimate of the future financial pressures that the Commissioner will face. It should be noted that inherent within the MTFS are key assumptions that (a) the pensions grant for 2020/21 continues in future years in flat terms, (b) the precept is increased by £10 in 2020/21 and 1.99% thereafter and (c) that 2.5% pay inflation will apply in the future. Movement in any of those key assumptions would have significant impact on the available resources to support policing. The Director of Finance and I will continue to monitor national developments carefully to ensure the Commissioner and Chief Constable are sighted on any emerging risks for Derbyshire.



**POLICE & CRIME COMMISSIONER FOR DERBYSHIRE**

**Revenue Budget Projections 2020/21 to 2023/24**

Updated January 2020

	notes	2020/21	2021/22	2022/23
<b>PROJECTED STAFFING LEVELS</b>	19/20	fte's	fte's	fte's
Police Officers	1758	1,835.0	1,948.0	2,033.0
PCSO's	178	179.0	179.0	179.0
Police Staff	1358	1,395.7	1,395.7	1,395.7
<b>TOTALSTAFFING</b>	<b>3294</b>	<b>3409.7</b>	<b>3522.7</b>	<b>3607.7</b>
<b>PROJECTED BUDGET REQUIREMENT</b>		£m	£m	£m
<b>Previous Year's Budget Requirement</b>		<b>181.016</b>	<b>192.592</b>	<b>202.024</b>
less: Special Branch costs moved to Counter-Terrorism Funding				
<b>Previous Year's Budget Requirement - adjusted</b>		<b>181.016</b>	<b>192.592</b>	<b>202.024</b>
<b>Pay &amp; Price Increases</b>				
Full Year Effect of Previous Year's Pay Award:-				
Police Officers	(1)	0.723	1.036	1.056
Police Staff	(1)	0.243	0.480	0.499
Provision for Current Year's Pay Award & Inflation:-				
Police Officers pay award	(1)	1.373	1.466	1.493
Police Staff pay award	(1)	0.669	0.693	0.719
Police Officer Increments		1.575	1.582	1.622
Police Staff Increments		0.595	0.610	0.625
Police Staff Pensions Revaluation		0.361		
Inflation - Collaboration		0.247		
Specific Price Inflation		0.114	0.152	0.136
General Inflation Contingency	(2)			
<b>Total - Pay &amp; Price Increases</b>		<b>5.899</b>	<b>6.019</b>	<b>6.149</b>
<b>Previous Year's Budget plus Pay &amp; Price increases</b>		<b>186.915</b>	<b>198.611</b>	<b>208.174</b>
<b>Other Ongoing Changes (eg from government / policing service decisions)</b>				
Police Officers - Turnover (recruitment less wastage)		( 2.366)	( 2.472)	( 2.256)
Police Officers - Vacancy Factor removed		1.365		
Police Officers - Overtime (no of Bank Holidays)		0.118	0.235	( .120)
Police Officers - Rent / Housing Allowance eligibility		( .122)	( .118)	( .108)
Police Officers - Overtime Special Duty adjustment		( .059)		
Police Staff - misc changes in existing costs		0.125		
Renewal of Pronto licences		0.255		
Mobile Phones rental			0.400	
Single On-line Home costs		( .029)	( .029)	
National IT Charges		0.106		
Other subscriptions to national policing services			0.152	
Debt Charges - current borrowing (pre 2019/20)		( .029)	( .024)	( .022)
Debt Charges - new borrowing (from 2019/20)		0.358	1.044	0.068
(Profit) / Loss on Joint Venture - LLP		( .300)		
JHQ Service Charge Increase		0.110		
Investment Income		0.050		
Other miscellaneous changes		0.052		
Changes in specific Reserve contributions		0.011	( .043)	( .048)
<b>2019/20 Precept Decisions - full year effect</b>				
Police Officers - Reform & Engage posts		0.476		
Police Staff posts		0.356		
Domestic Abuse training		( .063)		
Taser Uplift		0.142	0.036	
Other Changes		( .303)		
<b>Total - Other Approved or Anticipated Changes</b>		<b>0.252</b>	<b>( .820)</b>	<b>( 2.486)</b>
<b>Items Agreed after 2019/20 Precept Meeting</b>				
WFM - FIMU Restructure, Taser Manager, Crime Registrar		( .025)		
Police Staff - Derbyshire Alert / Comms Asst		0.062		
Police Staff - Information Management posts		0.034		
Police Staff - Business Change posts		0.251		
Police Staff - Staff Networks & Inclusion Manager		0.018		
Police Staff - Wildlife Officer Post 0.8 fte		0.027		
Police Staff - Joint JTC		0.016		
Police Staff - Regional EMPAC Post		0.027		
Assets - Rental/Cleaning Of Serious Crime Hub		0.204		
Assets - Rates Roland Hill House		0.018		
Business Change - Devolved Budget Requirement		0.036		
Child / Adult Protection Contributions		0.040		
Dogs Budget - realignment of Budget to spend		0.036		
HR - Increase in EAP Contract		0.012		
Income Budget - UOD Police Apprentices		( .112)		

Income Budget - Contribution to Gateway Development Post		(.022)		
Income Budget - Regional EMPAC Post		(.021)		
Income Budget - Director of Finance DFRS Share		(.042)		
Income Budget - Other Changes		(.089)		
IS - Bes Blackberry		0.127		
IS - NEP Annual Charge		0.034		
IS - Fleet Management System		0.008		
IS - Adobe Licensing Changes		0.022		
IS - Crime Support - Digital forensics tool - Additional Licence Costs		0.020		
IS - Chorus Licences - Additional Requirement Crime Support		0.010		
IS - Photocopier Contract - Savings		(.020)		
IS -Ongoing cost of Analytics		0.030	0.160	
<u>Collaboration Changes</u>				
EMSOU - Adjustment due to loss of funding streams		0.096		
Regional Forensic Collision Investigation Network		0.034		
Forensics - Realignment of the EMSOU Contract		0.058		
Other Collaboration Changes		0.027		
<b>Total - Items agreed after 2019/20 Precept Meeting</b>		<b>0.917</b>	<b>0.160</b>	<b>0.000</b>
Estimated Uplift Officers		2.940	4.079	3.403
Uplift Set-Up costs		1.000		
Increase in PCC's Commissioning Budget - net of reserves		0.250		
2020/21 Supported Business Cases		0.319	(.007)	
Provision for new Growth Items				1.000
<b>BUDGET REQUIREMENT FOR YEAR</b>		<b>192.592</b>	<b>202.024</b>	<b>210.090</b>

<b>FUNDING FOR BUDGET REQUIREMENT</b>	notes	<b>2020/21 £m</b>	<b>2021/22 £m</b>	<b>2022/23 £m</b>
<b>Central Government Funding</b>				
Formula grant	(4)	( 100.504)	( 100.504)	( 100.504)
Council Tax grants	(4)	( 8.700)	( 8.700)	( 8.700)
Pension Support grants		( 1.856)	( 1.856)	( 1.856)
Officer Uplift grant		( 7.083)	( 8.500)	( 9.917)
<b>Total - Central Government Funding</b>		<b>( 118.143)</b>	<b>( 119.560)</b>	<b>( 120.977)</b>
<b>Precept Funding</b>				
Previous year Council Tax Funding		( 68.858)	( 73.153)	( 75.721)
Change in tax base - annual growth	(5)	( 1.128)	( 1.091)	( 1.130)
Change in Band D Council Tax		( 3.211)	( 1.477)	( 1.529)
Change in Collection A/c Surplus / (Deficit)		0.044	0.000	0.000
<b>Total - Precept Funding</b>		<b>( 73.153)</b>	<b>( 75.721)</b>	<b>( 78.380)</b>
<b>TOTAL PROJECTED FUNDING</b>		<b>( 191.296)</b>	<b>( 195.281)</b>	<b>( 199.357)</b>

<b>BUDGET (SURPLUS) / DEFICIT</b>		<b>1.296</b>	<b>6.743</b>	<b>10.733</b>
<b>Contribution from Operational Funding / Investment Reserve</b>		<b>( 1.296)</b>	<b>0.000</b>	<b>0.000</b>
<b>REMAINING (SURPLUS) / DEFICIT NOT FUNDED</b>		<b>0.000</b>	<b>6.743</b>	<b>10.733</b>

<b>IMPACT ON OPERATIONAL FUNDING RESERVE</b>				
<b>Balance at start of year</b>		<b>2.153</b>	<b>0.357</b>	<b>0.000</b>
Support to PCC Commissioning / additional PCSO's		(.500)	(.357)	
Revenue surplus / (deficits) per above		( 1.296)		
<b>Balance at end of year</b>		<b>0.357</b>	<b>0.000</b>	<b>0.000</b>

**Office of the PCC - 2020/21 Budget (detail)**

Account	Account(T)	2019/20 Base Budget	Full Year Inflation	Increments	Other Changes	2020/21 PROPOSED BUDGET
1100	Police Staff Pay	734,100	20,600	10,300	4,000	769,000
1120	Police Staff Overtime - Plain Time	1,100				1,100
1140	Police Staff National Insurance	79,300	2,200	1,100	(1,100)	81,500
1160	Police Staff Superannuation	94,700	9,900	1,200	(5,600)	100,200
1501	Training Courses	5,000				5,000
1600	NHS Re-Imbursement	0				0
1602	Recruitment Advertising	1,000				1,000
1603	Interview Expenses	500				500
2210	Hire of Rooms	1,200				1,200
3200	Police Vehicle Fuel	400				400
3300	Hire of Vehicles	1,200				1,200
3400	Other Mileage (PSV)	11,000				11,000
3403	Rail Travel	8,000				8,000
3408	Car Parking, Taxis, etc	1,000				1,000
4000	Equipment - General	3,000				3,000
4040	Furniture	2,500				2,500
4100	Accommodation / Hotel Expenses	1,800				1,800
4101	Subsistence Expenses	400				400
4291	Meals / Refreshments	1,700				1,700
4400	Printing and Stationery - General	5,000				5,000
4401	Publications	500				500
4505	Financial Contracts	48,000				48,000
4520	Professional Fees	22,400				22,400
4543	Professional Fees - Legal	17,600				17,600
4575	Media Relations	46,500				46,500
4630	Hardware - Purchase	0				0
4635	Software Purchase	17,500				17,500
4740	JARAC Attendance	7,000				7,000
4741	JARAC Mileage	1,000				1,000
4805	Non-Recruitment Advertising	4,900				4,900
4807	Conference Expenses	2,500				2,500
4888	Bank Charges	7,000			14,800	21,800
4890	Misc Expenditure	25,000				25,000
4895	Subscriptions General	67,000				67,000
<b>Office of the PCC - Total Budget</b>		<b>1,219,800</b>	<b>32,700</b>	<b>12,600</b>	<b>12,100</b>	<b>1,277,200</b>

<b><u>2020/21 PROPOSED BUDGET</u></b>		
<b><u>Services Commissioned via the Chief Constable</u></b>		
	<b>2019/20 Approved £m</b>	<b>2020/21 Proposed £m</b>
Police Officers	94.114	99.873
Community Support Officers	5.186	5.559
Other Police Staff	37.794	41.249
Police Pensions	2.912	3.047
Other Employee Expenses	0.834	0.792
Premises	9.212	9.761
Transport	3.760	3.667
Supplies & Services	14.629	16.085
Agency & Contracted Services	0.172	0.212
Pay & Price Contingency	0.000	0.000
Specific Grants	( 2.759)	( 2.759)
General Income	( 3.087)	( 3.380)
<b>Derbyshire Constabulary</b>	<b>162.767</b>	<b>174.106</b>
Contribution to East Midlands Collaboration	11.310	11.596
BCU Funding	0.318	0.318
Partnerships	0.576	0.579
Contribution to National Policing	0.215	0.163
<b>PROPOSED GROSS SPENDING</b>	<b>175.186</b>	<b>186.762</b>
<b>Contribution from reserves</b>		
- PFI	( .425)	( .468)
- Devolved Carry-Forwards	( .185)	( .134)
- Other Reserves	-	
	<b>( .610)</b>	<b>( .602)</b>
<b>PROPOSED NET SPENDING</b>	<b>174.576</b>	<b>186.160</b>

**POLICE & CRIME COMMISSIONER FOR DERBYSHIRE**  
**STATEMENT OF LEVEL OF RESERVES AT 31 MARCH 2019 AND FORECAST LEVELS TO 31 MARCH 2023**

	2019 / 20					2020 / 21			2021 / 22			2022 / 23		
	Balances at 31/03/19	Movements (to) / from Revenue	Transfers Between Reserves	Contributions to Capital	Balances at 31/03/20	Projected Movements (to) / from Revenue	Projected Contributions to Capital	Estimated Balances at 31/03/21	Projected Movements (to) / from Revenue	Projected Contributions to Capital	Estimated Balances at 31/03/22	Projected Movements (to) / from Revenue	Projected Contributions to Capital	Estimated Balances at 31/03/23
	£	£	£	£	£	£	£	£	£	£	£	£	£	£
GENERAL RESERVES	5,500,000	-		-	5,500,000	-	-	5,500,000	-	-	5,500,000	-	-	5,500,000
EARMARKED RESERVES														
Useable:-														
Operational Funding and Investment Reserve	4,276,487	(3,123,509)	1,000,000		2,152,978	(1,796,000)		356,978	(356,978)		0			0
Carry-forwards	1,647,489	( 531,400)			1,116,089	(133,700)		982,389			982,389			982,389
PCC Grants & Commissioning	2,146,744	(116,000)	(1,000,000)		1,030,744	(146,159)		884,585			884,585			884,585
Total Useable:-	8,070,720	(3,770,909)	0	0	4,299,811	(2,075,859)	0	2,223,952	(356,978)	0	1,866,974	0	0	1,866,974
Non-useable:-														
PFI - Ilkeston	1,063,054	(63,595)			999,459	(74,465)		924,994	(82,985)		842,009	(92,682)		749,327
PFI - Derby	2,782,382	(333,443)			2,448,939	(371,188)		2,077,751	(405,762)		1,671,989	(444,405)		1,227,584
Insurance	70,247	5,438			75,685	5,400		81,085			81,085			81,085
Total Non-useable:-	3,915,683	(391,600)		0	3,524,083	(440,253)	0	3,083,830	(488,747)	0	2,595,083	(537,087)	0	2,057,996
TOTAL EARMARKED RESERVES	11,986,403	(4,162,509)	0	0	7,823,894	(2,516,112)	0	5,307,782	(845,725)	0	4,462,057	(537,087)	0	3,924,970
TOTAL RESERVES	17,486,403	(4,162,509)	0	0	13,323,894	(2,516,112)	0	10,807,782	(845,725)	0	9,962,057	(537,087)	0	9,424,970

**2020/21 PRECEPT PROPOSAL: A £10 COUNCIL TAX INCREASE**

Band D £226.60	Council Tax Base	Total Funding	Collection Fund		Council Tax
			Surplus	Deficit	
	321,088.28	73,153,026	612,078	- 217,656	72,758,604
Amber Valley Borough Council	39,909.63	9,136,982	93,460		9,043,522
Bolsover District Council	22,169.60	4,949,847		- 73,784	5,023,631
Chesterfield Borough Council	29,181.08	6,725,910	113,477		6,612,433
Derby City Council	69,592.06	15,625,689		- 143,872	15,769,561
Derbyshire Dales District Council	29,828.68	6,843,082	83,903		6,759,179
Erewash Borough Council	33,699.90	7,725,090	88,693		7,636,397
High Peak Borough Council	30,970.00	7,092,822	75,020		7,017,802
North East Derbyshire District Council	31,263.33	7,145,796	61,525		7,084,271
South Derbyshire District Council	34,474.00	7,907,808	96,000		7,811,808

Gross Revenue Expenditure	
2019/20 Approved	179,930,504
2020/21 Proposed	191,295,952
Increase in GRE	6.32%

Council Tax Requirement	
2019/20 Approved	68,432,634
2020/21 Proposed	72,758,604
Increase in CTR	6.32%

Council Tax per Banding		
BAND	2019/20	2020/21
	£	£
A	144.40	151.07
B	168.47	176.24
C	192.53	201.42
D	216.60	226.60
E	264.73	276.96
F	312.87	327.31
G	361.00	377.67
H	433.20	453.20



**DERBYSHIRE POLICE AND CRIME PANEL****23 January 2020****Report of the Director of Legal Services of Derbyshire County Council****PROPOSED TIMETABLE OF MEETINGS 2020/21****1. Purpose of the Report**

To propose a timetable of meetings for the coming year.

**2. Information and Analysis**

It is proposed that the Police and Crime Panel timetable of meetings for the year 2020/21 as follows:

- Thursday 21 May 2020
- Thursday 25 June 2020
- Thursday 10 September 2020
- Thursday 19 November 2020
- Thursday 21 January 2021 – precept meeting
- Thursday 11 February 2021 - 2nd precept meeting (if veto exercised)
- Thursday 18 March 2021

All meetings will normally commence at 10am at either County Hall or venues around the County dependant on room availability.

It is recognised that there needs to be a degree of flexibility with any work planning process and the Panel should note that it will be possible to vary the timetable throughout the year should pressing matters arise.

In addition to the above meetings, a principal role for the Panel will be to conduct confirmation hearings for the Police and Crime Commissioner's senior appointments. When notification of these appointments is made the Panel must review the senior appointment and make a report to the Police and Crime Commissioner within a period of three weeks and so it may be necessary for additional meetings to be held at short notice.

**3. Considerations**

In preparing this report the relevance of the following factors has been considered: financial, legal, prevention of crime and disorder, equality and diversity, human resources, environmental, health and transport considerations.

**4. OFFICER'S RECOMMENDATION**

That the Panel agrees the timetable of meetings for 2020/2021 is agreed.

**Simon Hobbs**  
**Director of Legal Services**

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PUBLIC

Agenda Item 7

**DERBYSHIRE POLICE AND CRIME PANEL**

**23<sup>rd</sup> January 2020**

**Report of the Director of Legal Services of Derbyshire County Council  
COMPLAINTS PROCEDURE**

**1. Purpose of the Report**

Following discussion at the previous meeting of the Panel, to consider for review the current Complaints Procedure adopted by Derbyshire's Police and Crime Panel (PCP).

**2. Information and Analysis**

The current Complaints Procedure was adopted by Derbyshire's Police and Crime Panel in April 2013. A copy of the Procedure is attached at Appendix 1.

The Panel has statutory responsibilities under the Elected Local Policing bodies (Complaints and Misconduct) Regulations 2012. These include the Panel ensuring that it is kept informed about complaints and conduct matters and their handling in respect of Derbyshire's Police and Crime Commissioner and his Deputy, together with responsibilities regarding informal resolution in respect of particular complaints. There are further requirements to notify and refer complaints to the Independent Police Complaints Commission in certain circumstances.

In accordance with the regulations detailed above, the Panel is able to delegate the receipt, initial handling and recording functions relating to complaints to the Chief Executive of the Commissioner or the Monitoring Officer of the host authority (the Director of Legal Services of Derbyshire County Council). Under the current procedure, at paragraph 4.1, the Panel has delegated authority for the initial handling of complaints together with other aspects of the process to Derbyshire County Council's Monitoring Officer and Director of Legal Services under section 101(2) of the Local Government Act 1972.

The Panel is also able to delegate the functions regarding informal resolution to a sub-committee, a single member of the Panel, or to a person who is not a member of the Panel. Under the current Procedure, the Panel has also delegated this function to the Monitoring

Officer and Director of Legal Services of Derbyshire County Council under at paragraph 4.1.

The current Complaints Procedure has been in place since April 2013 and Members of the Panel have indicated a wish to review it.

LGA guidance from May 2015 “*Good Practice for Police and Crime Panels: Guidance Document*” recommends that in reviewing the complaints procedure, it is good practice for panels to consider:

- Clearly setting out responsibility for all types of complaint
- Reviewing whether a triage system would be useful
- Making sure that complainants understand that recording a complaint is not the same as upholding it
- Considering whether it is appropriate for the chair of the panel to see all complaints
- Many complaints against police officers to the IPCC are partly upheld through lack of recording although the substance later fails. The produces unsatisfactory outcomes – consider scrutinising the PCC’s performance in tackling this
- Having clear guidance for recording complaints
- Developing clear guidance for recording complaints
- Rather than referring to the IPCC general casework team; referrals should be to a specialist link with experience of PCC complaints
- Having a process to take back and conclude complaints when received back from the IPCC

Therefore, Members may consider it appropriate to identify a working party to review the Complaints Procedure, taking into account the guidance provided by the LGA.

### **3. Considerations**

In preparing this report, the relevance of the following factors has been considered: financial, legal, prevention of crime and disorder, equality and diversity, human resources, environmental, health and transport considerations.

### **4. Background Papers**

The file currently held by the Director of Legal Services.

**5. Officer's Recommendation**

That a working group from the Panel is established to review the Complaints Procedure.

**Simon Hobbs  
Director of Legal Services  
Derbyshire County Council**

## **Derbyshire Police and Crime Panel**

### **Complaints Procedure**

#### **1. Background**

- 1.1 This procedure has been adopted to ensure compliance with the Elected Local Policing Bodies (Complaints and Misconduct) Regulations 2012 ('the Regulations') which are issued under the Police Reform and Social Responsibility Act 2011.
- 1.2 This policy covers complaints against the Police and Crime Commissioner for Derbyshire ('the Commissioner') and the Deputy Police and Crime Commissioner for Derbyshire ('the Deputy Commissioner'). It does not cover complaints against the Commissioner's office and staff, or complaints regarding operational policing, the Chief Constable and other police officers.

#### **2. Aims/Objectives**

- 2.1 To set out the way complaints against the Commissioner and the Deputy Commissioner will be handled by the Derbyshire Police and Crime Panel ('the Panel').
- 2.2 To reassure the public that complaints against the Commissioner and the Deputy Commissioner are dealt with fairly and appropriately.
- 2.3 To reassure the public that any complaint relating to a criminal offence will be referred by the Panel to the Independent Police Complaints Commission ('IPCC').

#### **3. Definitions**

- 3.1 'Complaint': is any complaint about the conduct of a commissioner or deputy commissioner.
- 3.2 'Conduct Matter': is an indication that a commissioner or deputy commissioner may have committed a criminal offence, which comes to light otherwise than by way of a complaint (for example, through legal proceedings or media reporting).
- 3.3 'Serious Complaint': is a particular type of complaint – one which alleges that the commissioner or deputy commissioner has committed a criminal offence.

#### **4. Submitting a complaint**

- 4.1 The Panel has delegated authority for the initial handling of complaints, together with other aspects of the process, to Derbyshire County Council's Monitoring Officer and Director of Legal Services, under Section 101(2) of the Local Government Act 1972.

**Complaints should be sent to:**

**Mr Simon Hobbs  
Director of Legal Services  
Derbyshire County Council  
County Hall  
Matlock  
Derbyshire  
DE4 3AG**

Or emailed to [simon.hobbs@derbyshire.gov.uk](mailto:simon.hobbs@derbyshire.gov.uk)

- 4.2 When making a complaint it is helpful to provide as much information as possible, to be specific regarding what was allegedly said or done, the date it happened, and whether there were any witnesses. A form is available on the website below which complainants may find useful.

[www.derbyshire.gov.uk/community/derbyshire\\_police\\_and\\_crime\\_panel](http://www.derbyshire.gov.uk/community/derbyshire_police_and_crime_panel)

## **5. Timescales**

Wherever possible complaints will be acknowledged within 5 working days, and concluded within 40 working days if dealt with through informal resolution (under paragraph 14 below).

## **6. Duty to preserve evidence**

Where a complaint is received there is a duty to ensure that all appropriate steps are taken to obtain and preserve evidence relating to the complaint. This duty is on-going until or unless arrangements are made for the complaint to be dealt with through informal resolution (under paragraph 14 below).

## **7. Notification and recording of complaints**

- 7.1 A complaint which:

- a) relates to the Commissioner or Deputy Commissioner for Derbyshire;
- b) is not already being dealt with by means of criminal proceedings;
- c) has not been withdrawn (under paragraph 12); and
- d) is received by or notified to the Panel;

will be recorded.

- 7.2 Where a complaint which satisfies paragraph 7.1(a)-(c) above is made to the IPCC, the Chief Constable, the Commissioner or the Deputy Commissioner that person/body will give notification of the complaint to the Panel.
- 7.3 If the complaint relates to a commissioner or deputy commissioner of another police force area, the police and crime panel (PCP) for that area will be notified and will deal with the complaint.
- 7.4 Where the complaint is not notified or recorded as above, the person/body who received the complaint shall notify the complainant of this decision and the grounds for it.

## **8. Copies of complaints**

- 8.1 The Panel will supply the complainant with a copy of the record made of a complaint recorded in accordance with paragraph 7.1 above.
- 8.2 The Panel will supply the subject of the complaint with a copy of the complaint, unless to do so:
- might prejudice any criminal investigation or pending proceedings, or
  - would otherwise be contrary to the public interest.
- 8.3 The copy of the complaint supplied under paragraph 8.2 above may be anonymised.
- 8.4 A decision not to supply a copy of the complaint under paragraph 8.2 above will be kept under regular review.

## **9. Notification and recording of Conduct Matters**

- 9.1 Where a Conduct Matter comes to the attention of the Panel (e.g. in civil proceedings), the Panel will record the matter, unless:
- the Panel is not the relevant PCP in relation to the office holder involved;
  - the matter has already been recorded as a complaint; or
  - the matter is the subject of past or present criminal proceedings against the office holder.
- 9.2 If the Panel is not the relevant PCP in relation to the office holder, the Panel will notify the relevant PCP.

## **10. Reference to the Independent Police Complaints Commissioner (IPCC)**

- 10.1 The Panel is not responsible for investigating or determining whether a crime has been committed. The Panel has delegated authority to Derbyshire County



Council's Director of Legal Services for filtering Complaints and deciding which Complaints may amount to Serious Complaints. The Director of Legal Services may take advice from the IPCC before making a referral.

- 10.2 The Director of Legal Services will refer the following to the IPCC:
- Any Serious Complaint;
  - Any Conduct Matter it has recorded; and
  - Any complaint or matter which the IPCC notifies the Panel that it requires to be referred.
- 10.3 The referral will be made as soon as practicable and, in any event, no later than the close of business the day after the Director of Legal Services becomes aware that the matter should be referred.
- 10.4 Where the Director of Legal Services refers a complaint or Conduct Matter he/she will notify the complainant and, except where doing so might prejudice a possible future investigation, the subject of the complaint or Conduct Matter.
- 10.5 The IPCC may refer any complaint back for resolution.

**11. Disapplication of the Regulations: circumstances when the Panel does not need to deal with a complaint**

- 11.1 Where a complaint is not a Serious Complaint or the IPCC has referred the complaint back to the Panel, the Director of Legal Services may decide *not* to subject the complaint to resolution or to take any action at all, in the following circumstances: -
- where the complaint has been made by a member of the Commissioner's staff, arising from their work;
  - where the complaint is more than 12 months old where there is no good reason for the delay or the delay would be likely to cause injustice;
  - where the complaint is about conduct that is already the subject of another complaint;
  - where the complaint is anonymous;
  - where the complaint is vexatious, oppressive or otherwise an abuse of process for dealing with complaints; or
  - where the complaint is repetitious (e.g. where the complaint is substantially the same as a previous complaint which has already been dealt with under the Regulations and it contains no fresh allegations or fresh evidence).
- 11.2 Where no action is to be taken in relation to a complaint, the complainant will be notified of this decision and the reason for it.

## **12. Withdrawn complaints**

- 12.1 A complainant can withdraw or discontinue their complaint at any time.
- 12.2 If the Panel receives signed, written notification (addressed to the Director of Legal Services) that the complaint is withdrawn or discontinued this will be recorded.
- 12.3 If a complainant indicates that they wish to withdraw or discontinue their complaint but no signed, written notification is received, the Director of Legal Services will write to the complainant to determine whether or not they wish to withdraw or discontinue. If the complainant confirms that they wish to withdraw or discontinue the complaint, or does not reply within 21 days, the Director of Legal Services will treat it as if he/she had received a signed, written notification as above.
- 12.4 If the complaint has been referred to the IPCC they must be updated.
- 12.5 The Panel (or IPCC) may decide to treat the withdrawn/discontinued complaint as a Conduct Matter. This decision will be made by the Director of Legal Services in consultation with the Chair of the Panel. The procedure for Conduct Matters will thereafter be followed.
- 12.6 The person who is the subject of the complaint will be kept informed, unless to do so might prejudice a criminal investigation or pending proceedings, or be contrary to the public interest.

## **13. Conduct occurring outside England and Wales**

The Commissioner and Deputy Commissioner are under a duty to notify the Panel, via the Director of Legal Services, of any allegation, investigation or proceedings relating to their conduct outside England and Wales. The Panel can take whatever action it thinks fit in these circumstances. This decision will be made by the Director of Legal Services in consultation with the Chair and/or Vice-Chair of the Panel.

## **14. Informal resolution of complaints**

- 14.1 Informal resolution is a way of dealing with a complaint by solving, explaining or settling the matter directly with the complainant, without an investigation or formal proceedings. It is a flexible process that may be adapted to the needs of the complainant and the individual complaint.
- 14.2 Informal resolution will involve:

- no investigation, other than requiring the subject of the complaint to provide information and documents to the Panel and attend to answer questions;
- an opportunity for the complainant and the subject of the complaint to comment on the complaint as soon as is practicable;
- recording if the subject of the complaint chooses not to comment on the complaint; and
- no tendering of an apology on behalf of the subject of the complaint unless that person has admitted the conduct in question and agreed to the apology.

14.3 This paragraph applies where the Panel:

- has recorded the complaint;
- has not referred the complaint to the IPCC or has had it referred back; and
- has not decided to disapply the Regulations under paragraph 11.

14.4 Where this paragraph applies the Director of Legal Services, in consultation with the Chair and/or Vice-Chair of the Panel, will make arrangements for the informal resolution of the complaint, unless he/she determines that the complaint has already been satisfactorily dealt with.

14.5 Making arrangements for informal resolution include deciding whether the process will be handled by

- a sub-committee of the Panel;
- a single member of the Panel; or
- another person, such as the Commissioner's Chief Executive, the Director of Legal Services, a voluntary organisation or a private mediation company.

14.6 The Commissioner and Deputy Commissioner cannot be appointed to informally resolve complaints.

14.7 The Panel can take back responsibility for informal resolution at any time.

14.8 Informal resolution will be discontinued if the IPCC notifies the Panel that they require the complaint to be referred to them, or if the Director of Legal Services, in consultation with the Chair and/or Vice-Chair of the Panel, decides the complaint should be referred to the IPCC.

## **15. The outcome of informal resolution**

15.1 There will be no formal sanctions with informal resolution; ultimately the Commissioner and Deputy Commissioner are held accountable by the ballot box.

- 15.2 The aim is to resolve the complaint to the satisfaction of the parties involved. For example, the subject of the complaint may agree that an apology would be appropriate, an explanation might resolve the concern, or an agreement on how to move forward may be reached following mediation.

## **16. Recording and publishing the outcome of informal resolution**

- 16.1 A record of the outcome of the informal resolution will be made as soon as practicable after the process is completed. Copies will be provided to the complainant and the subject of the complaint.
- 16.2 The record of the outcome of informal resolution can be published if it is considered to be in the public interest. This decision rests with the Director of Legal Services in consultation with the Chair and/or Vice-Chair of the Panel. Before doing so the complainant and the subject of the complaint will be invited to comment and their views will be considered.

## **17. Keeping records for monitoring purposes**

- 17.1 The Panel will keep a record of every:
- complaint and purported complaint it receives;
  - every Conduct Matter recorded by it; and
  - every action taken under the Regulations.
- 17.2 The record will be kept until 12 months after the Commissioner and/or Deputy Commissioner leaves office. The record will include the name of the complainant, details of the complaint/Conduct Matter and how the matter has been dealt with.
- 17.3 Summary reports regarding complaints dealt with under this procedure will be submitted to the Panel on an annual basis.

## **18. Appeals**

- 18.1 There is no right of appeal in relation to informal resolution.
- 18.2 A complaint can be made about the way a matter was handled, for example if it was delayed or if there was a failure to record a complaint. In the first instance the complaint should be addressed to the Director of Legal Services:

The Director of Legal Services  
Derbyshire County Council  
County Hall  
Matlock  
Derbyshire  
DE4 3AG

- 18.3 If a satisfactory response is not received the complainant can refer the matter to the Local Government Ombudsman:

The Local Government Ombudsman  
PO Box 4771  
Coventry  
CV4 0EH

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PUBLIC

Agenda Item 8

**DERBYSHIRE POLICE AND CRIME PANEL**

**23<sup>rd</sup> January 2020**

**Report of the Director of Legal and Democratic Services of Derbyshire County Council**

**GRANT FUNDING**

**1. Purpose of the Report**

To consider the position regarding grant funding available to the Police and Crime Panel from the Home Office.

**2. Information and Analysis**

In establishing Police and Crime Panels, the Home office agreed that funding would be available to ensure that there is a Police and Crime Panel for the police area able to carry out its scrutiny functions and responsibilities as set out in the Police Reform and Social Responsibility Act 2011. A limited grant is provided on application to each Local Authority acting as the Host Authority for the provision of administrative and management support to facilitate the Panel.

The grant available does vary from year to year. For the financial year 2019-2020, the funding available is a grant of up to £67,100. The letter dated 16th August 2019 confirming the offer of the grant is attached at Appendix 1 and the grant agreement is attached at Appendix 2. The grant is paid upon application and a return detailing costs incurred. Usually, there is a requirement to report at the mid-point of the year as well as at the end of the financial year. However, this year, the Home Office has agreed that the return need only be provided at the end of the financial year and so will be provided in March.

A further report will be provided for consideration by the Panel following submission of the return to the Home Office for the financial year 2019/2020 and notification of grant funding available for the financial year 2020/2021.

Costs claimed for panel administration include officer time in supporting and advising the Panel as well as administrative costs in respect of the production and circulation reports (including printing and postage), the cost of meeting rooms and training.

The grant can also cover member expenses and allowances. However, the Panel arrangements for the Derbyshire Police and Crime Panel confirm that no allowance or expenses payments will be made by the Panel itself to councillor members and that any allowances or expenses payment which may be made councillor members arising out of Panel Membership shall be determined and borne by the appointing council for each Panel member individually. Derbyshire

County Council as the host authority reimburses reasonable expenses to independent members provided that this is agreed as part of the annual budget approved by the Panel.

The completed returns to the Home Office showing Panel expenditure for the years 2016-2017 (Appendix 3), 2017-2018 (Appendix 4), 2018-2019 (Appendices 5a and 5b) are attached as appendices.

### **3. Financial Considerations**

As detailed within the report.

### **4. Legal Considerations**

The functions and responsibilities of Police and Crime Panels are set out in the Police Reform and Social Responsibility Act 2011 and are to scrutinise the actions and decisions of police and crime commissioners, and provide support and challenge to the commissioner in the exercise of their functions. They focus their attention on key strategic actions and decisions taken by the commissioner, including whether they have achieved the objectives set out in their police and crime plan, considered the relevant priorities of their community safety partners and consulted appropriately with the public.

The grant is paid in exercise of the power conferred upon the Secretary of State for the Home Department under section 31 of the Local Government Act 2003 to provide financial support to a local authority in England or Wales.

### **5. Other Considerations**

In preparing this report, the relevance of the following factors has been considered: prevention of crime and disorder, equality and diversity, human resources, environmental, health and transport considerations.

### **6. Background Papers**

The file currently held by the Director of Legal and Democratic Services.

### **7. Officer's Recommendation**

That the Police and Crime Panel notes;

7.1 the position regarding grant funding; and

7.2 that a future report will be brought for consideration by the Panel following submission of the return to the Home Office for the financial year



2019/2020 and notification of grant funding available for the financial year 2020/2021.

**Simon Hobbs**  
**Director of Legal & Democratic Services**  
**Derbyshire County Council**



Home Office

Police Strategy and Reform Unit  
6<sup>th</sup> Floor Fry Building  
2 Marsham Street, London, SW1P 4DF  
020 7035 3011  
pccpartnersenquiries@homeoffice.gov.uk

Claire Bell  
Commissioning, Communities and Policy  
Derbyshire County Council  
claire.bell@derbyshire.gov.uk

16 August 2019

Dear Claire

**DERBYSHIRE POLICE AND CRIME PANEL GRANT –  
FINANCIAL YEAR 2019/20**

I am writing to confirm the offer of a grant of up to £67,100.00 to Derbyshire County Council as host authority in respect of the Derbyshire Police and Crime Panel (PCP).

Payment of this grant, to the agreed schedule in the attached Grant Agreement, is subject to your acceptance of this offer and the standard terms and conditions of the Grant Agreement.

To allow public scrutiny of PCP spending, PCPs must publish, as a minimum on their website, details of all their expenditure (or, where that is not possible, on the host authority's website). This will include details of all panel administration costs and individual panel member claims for expenses and allowances.

If you wish to accept this offer of grant funding, please sign and return to the above email address, one copy of the Grant Agreement, ensuring that you complete the Acceptance of Grant pages. Please be aware that no payments will be released until receipt of the signed documentation.

Yours sincerely

**Lauren Diffey**  
Head of PCC Policy, Scrutiny and Accountability





Home Office

**GRANT AGREEMENT**

between

**THE SECRETARY OF STATE FOR THE HOME DEPARTMENT**

and

**DERBYSHIRE COUNTY COUNCIL**

**FOR THE PROVISION OF POLICE AND CRIME PANELS**

**FOR THE PERIOD 01 APR 2019 TO 31 MAR 2020**

**HOME OFFICE  
Policing Directorate  
Crime, Policing and Fire Group  
6<sup>th</sup> Floor Fry Building  
2 Marsham Street  
London SW1P 4DF**

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## HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on **16 August 2019**

**Between:**

- (1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Police Strategy and Reform Unit whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

**AND**

- (2) Derbyshire County Council whose principal address is at County Hall, Matlock DE4 3EG (the "**Recipient**").

### IN RELATION TO THE PURPOSE:

**Project Name:** Police and Crime Panels

**Project Reference:** 17

**Project Description:** to maintain a police and crime panel for the Derbyshire Constabulary police force area as fully detailed in Schedule 1 (the "**Purpose**").

#### 1. Introduction

- 1.1. The Authority is exercising the power conferred to it by section 31 of the Local Government Act 2003 to make awards of grant funding.
- 1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Clauses, four (4) Schedules and seven (7) Annexes.
- 1.3. It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions between the Authority and the Recipient to deliver the Police and Crime Panel.
- 1.4. The Recipient must be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate. For example, where the Purpose is delivered in Wales, it must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

#### 2. Definitions and Interpretations

- 2.1. In this Grant Agreement:

**"Advance of Need"** means a payment made ahead of the relevant expenditure being identified;

**"Annex"** means the annexes attached to this Grant Agreement;

**"Asset"** means any physical item, group of items, or financial asset purchased, donated or developed together, which cost more than £5,000 (five thousand pounds and no pence), excluding VAT, or has a continuous useful life of 12 (twelve) Months or more, and is purchased wholly or partially using the Grant;

**"Authorised Representatives"** means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

A **"Calendar Day"** means any calendar day, Sunday through Saturday inclusive;

**"Clause"** means the clauses in these Terms and Conditions which form part of this Grant Agreement;

**"Commencement Date"** means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being 01 April 2019;

**"Controller and Processor"** take the meaning given in the GDPR;

**"Data Protection Legislation"** means (i) the General Data Protection Regulations ('GDPR') 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 ('DPA 2018') to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;

**"Eligible Expenditure"** means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

A **"Finance Officer"** means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority.

The **"Funding Period"** means the period for which the Grant is provided from the Commencement Date to 31 March 2020.

The **"Grant"** means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of which (the **"Grant Amount"**) shall not be more than sixty seven thousand, one hundred pounds (£67,100).

**"Grant Claim"** means a payment request submitted on the form found at Annex A by the Recipient to the Authority detailing its claim for Eligible Expenditure;

The **"Grant Funding Letter"** means the letter dated 16 August 2019 from the Authority to the Recipient which sets out supplementary



information in relation to the Grant, a copy of which is set out in Annex G;

**"Grant Sponsor"** means the individual who has been nominated by the Authority to be the principal point of contact for the Recipient in relation to the Grant Agreement and whose name is recorded in Annex C;

**"Ineligible Expenditure"** means expenditure which is not Eligible Expenditure and as further detailed in Annex E;

**"Law"** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

A **"Mediator"** means any independent person/body appointed by both Parties to mediate upon any dispute.

A **"Month"** means any calendar month;

An **"Outturn Statement"** means the detailed end of year monitoring report template found at Annex B to be submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A **"Party"** means a signatory to this Grant Agreement;

**"Personal Data"** has the meaning given to it in the Data Protection Legislation;

**"Schedule"** means the Schedules attached to this Grant Agreement;

**"Third Party"** means any party whether person or organisation other than the Authority or the Recipient; and

A **"Working Day"** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday; and

2.2. In this Grant Agreement, unless the context otherwise requires:

- a. References to the singular include the plural, and vice versa;
- b. References to a gender include the other gender and the neuter;
- c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body;
- d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, sub-clauses, appendices annexes and schedule to this Grant Agreement;
- e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement;

- f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act;
- g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument;
- h. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

### **3. Grant Offer**

- 3.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure.
- 3.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

### **4. Amount of the Grant**

- 4.1. The Authority has agreed funding of up to the Grant Amount; the Grant Amount will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.
- 4.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the duration of the Grant Agreement.
- 4.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.
- 4.4. The Recipient acknowledges that unless explicitly agreed by the Authority in writing in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by local governments or by any local public authority.

### **5. Timing of the Grant**

- 5.1. Grant Claims will be paid in accordance with the payment profile detailed in Schedule 2 within thirty (30) Calendar Days of the receipt

and agreement of a correctly submitted Annex A and all supporting monitoring information as set out in Schedule 3.

- 5.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.
- 5.3. In order for the Grant to be released, the Authority will require the Recipient to:
  - a. have signed and returned a copy of this Grant Agreement to the Authority, and
  - b. have provided the appropriate bank details, and
  - c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.
- 5.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.
- 5.5. The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

#### **Recipient Address Details**

1. Registered address
2. Credit Control/Finance Address

#### **Contact Details**

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

#### **Payment Details**

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

- 5.6. The Authority is not permitted to pay the Grant in Advance of Need. If the Authority 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.
- 5.7. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Period.

## **6. Managing the Grant**

- 6.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Project Manager.
- 6.2. The Recipient shall:
  - a. have a sound administration and audit process, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,
  - b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and
  - c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.
- 6.3. The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.
- 6.5. The Recipient may not vire (move) funds between this Grant and other grants made to it.
- 6.6. 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.
- 6.7. In support of Grant Claims, and in accordance with the monitoring and reporting requirements detailed in Schedule 3, using the template at Annex A the Recipient shall provide the Authority with biannual narrative reports detailing progress against critical success factors; these should also include headline financial reconciliations highlighting spend and any significant financial variances, underspend or overspend.
- 6.8. At the end of each Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must:
  - a. be in the format set out in Annex B, and
  - b. be signed by a Finance Officer.
- 6.9. The Authority may ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any such request.
- 6.10. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.

- 6.11. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.
- 6.12. The Recipient shall be mindful of the UK Government's "Greening Government Commitments"<sup>1</sup> both current and as revised, updated or amended, and ensure that all its activities and those of its Delivery Partners are delivered in accordance with these.
- 6.13. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.14. The Recipient should ensure it has in place suitable measures for the orderly management of its business operations following the expiry or termination of this Grant Agreement howsoever caused.

## **7. Records to be kept**

- 7.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:
  - a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Periods. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
  - b. gifts, both given and received, in connection with the Purpose.
- 7.2. Where the Recipient is paying Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):
  - a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,
  - b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and
  - c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.

<sup>1</sup> <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>

- 7.3. The Grant may not be used to purchase capital items or Assets.

**8. Eligible and Ineligible Expenditure**

- 8.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1, or as approved in writing by the Authority.
- 8.2. Annex E describes in more detail examples of Ineligible Expenditure.
- 8.3. The following costs/payments will be classified as Eligible Expenditure if incurred in delivering the Purpose:
- a. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes, for example an Independent Assurance Statement,
  - b. giving evidence to Parliamentary Select Committees in connection with the Purpose or this Grant Agreement,
  - c. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme,

**9. Audit and Inspection**

- 9.1. The Recipient shall comply with the international accounting standards.
- 9.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.
- 9.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit (currently £10.2 million) then an Independent Assurance Statement must be signed off by either an external auditor or an independent qualified accountant.
- 9.4. On request, the Recipient will send the Authority a copy of its, or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be:
- a. a hard copy sent by traditional post, or
  - b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).
- 9.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral

or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy, efficiency and effectiveness with which the Grant has been used.

9.6. Further to Clause 9.5, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also 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.

9.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 9.5 and 9.6.

9.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.

9.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

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

10.1. The Recipient shall ensure that all reasonable steps have been taken to ensure that it and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).

10.2. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should cover, but not be limited to: whistleblowing; safeguarding; diversity and equality; environmental; data protection; and information security, and shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board or Trustee(s). All Staff must be aware of these policies and of how to raise any concerns.

10.3. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the grant into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.

10.4. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse or

harassment related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.

- 10.5. Any event notified to the Authority under Clauses 10.3 and/or 10.4 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.
- 10.6. The Recipient shall comply fully with the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')<sup>2</sup>. It will ensure that Staff are made aware of their obligations and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.
- 10.7. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:
  - a. ensure that robust due diligence processes (similar to that set out in Clause 12.2), regarding both the prospective donor and the source of the monies, have been undertaken, and
  - b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 10.8. Following receipt of information in accordance with Clause 10.7, the Authority shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Purpose is acceptable to it. In instances where the Authority does not agree the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm in writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.
- 10.9. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
11. **Conflict of interest and financial or other irregularities**
  - 11.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.
  - 11.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Agreement.

<sup>2</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>



- 11.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and 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.
- 11.4. 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 Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.
- 11.5. For the purposes of Clause 11.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, bribery, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.
- 11.6. The Recipient agrees that it will not apply for or obtain, and will assure that any Beneficiary, or Delivery Partner, is not in receipt of or does not apply for or themselves obtain, Duplicate Funding. The Authority may refer the Recipient, Beneficiary or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.
- 11.7. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

## **12. Procurement procedures**

- 12.1. In procuring any works, goods or services using the Grant the Recipient must secure best value for money.
- 12.2. The Recipient shall adopt such policies and practices that are reasonably required in order to demonstrate that all purchases comply in all material aspects with all relevant UK legislation on public procurement, for example, by applying principles of non-discrimination and equal treatment, transparency, mutual recognition and proportionality.
- 12.3. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisations' financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk,

money laundering, terrorism, modern slavery etc); and ensure the payment is not double funding.

- 12.4. When procuring or entering into an arrangement with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:
- Government Functional Standard for General Grants<sup>3</sup>, and
  - Compact in all its dealings with Civil Society Organisations.
- 12.5. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the Purpose, the Recipient shall ensure that such terms are included in the agreement which:
- requires the Recipient to pay all sums due to the Delivery Partner within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
  - enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
  - ensure that all funded activities are fully reported on,
  - comply with all the Authority's positions and policies referred to in this Grant Agreement, and
  - provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.
- 12.6. Onward payment of the Grant to Beneficiaries and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.
- 12.7. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying a Delivery Partner's invoice or claim request.
- 12.8. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice or Beneficiary's claim request within thirty (30) Calendar Days of receipt, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).
- 12.9. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.
- 12.10. Subject to the terms of this Grant Agreement, if the Recipient follows a single tender or other direct award procedure to procure a Delivery Partner it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file.

<sup>3</sup> <https://www.gov.uk/government/publications/grants-standards>

Such justification may apply in exceptional circumstances for example where:

- a. the requirement can demonstrably be met only by proprietary or specialist equipment,
- 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.

12.11. The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal State Aid to any organisation or individual<sup>4</sup>. The Recipient will maintain appropriate records of its compliance with the state-aid Law requirements.

### **13. Insurance coverage**

13.1. The Recipient shall ensure that appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) are in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose

### **14. Indemnity**

14.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.

14.2. The Recipient agrees to indemnify the Authority 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.

14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of either Party, but excluding any industrial dispute. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

### **15. Intellectual Property Rights and Branding**

15.1. The Parties shall retain exclusivity in their own Background Intellectual Property Rights (IPRs).

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<sup>4</sup> <https://www.gov.uk/guidance/state-aid>

- 15.2. Unless otherwise agreed in writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.
- 15.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the relevant Third Party.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 15.7. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent projects.

## **16. Breach of Grant Conditions**

- 16.1. 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 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may reduce or suspend, or withhold Grant payments, require all or any part of the Grant to be repaid and/or terminate this Grant Agreement with immediate effect. The Recipient must repay any amount required to be repaid under this Clause 16 within thirty (30) Calendar Days of receiving any such demand for repayment.
- 16.2. The events referred to in Clause 16.1 are as follows:
  - a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Authority,
  - b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority,
  - c. 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 Authority considers to be material,

- d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity,
  - e. the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial,
  - f. the Recipient is subject to
    - a proposal for a voluntary arrangement,
    - has a petition for an administration order, or a winding-up order brought against it,
    - passes a resolution to wind up,
    - makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
    - is subject to the appointment of a receiver, administrator or liquidator
  - g. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose; or
  - h. the Recipient fails to comply with the provisions regarding State Aid,
  - i. the Recipient (or a Beneficiary or a Delivery Partner) is in receipt of Duplicate Funding, or
  - j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out in Clauses 10.7 and 10.8, or
  - k. the Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient, its Staff, Delivery Partner(s), Beneficiary or other Third-Party involved in achieving the Purpose.
- 16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach.
- 16.4. The Recipient must act within thirty (30) Calendar Days (or earlier, depending on the severity of the problem) to address the Authority's concern or remedy the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with the steps taken by the Recipient to address its concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.
- 16.5. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant

Agreement.

- 16.6. On termination of this Grant Agreement for any reason, the Recipient (as soon as reasonably practicably) shall return to the Authority any Assets or property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

**17. Funding Period and Termination including Consequences**

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the final Funding Period.
- 17.2. Subject to Clauses 16.3 to 16.5, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:
- a. using any part of the Grant for a purpose other than the Purpose,
  - b. making 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. failing to comply with any obligation arising from the Grant Agreement, or
  - d. failing to remedy any breach of this Grant Agreement.
- 17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.
- 17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.
- 17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.
- 17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.
- 17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and

verified invoice(s) but in any case upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.

- 17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4. In such instances the Recipient shall return all Unspent Monies to the Authority.
- 17.9. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner; the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be cognisant of the terms of Recipient's legally binding agreement and, where appropriate, the need for an alternative to be provided.
- 17.10. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that public money is protected and value for money achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.
- 17.11. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.
- 17.12. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the Parties under this Grant 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. The Authority shall have the right to amend the Grant Agreement at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.
- 18.2. The Authority may on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

- 18.3. Additionally, either Party may request in writing changes to the Grant Agreement during the Funding Period.
- 18.4. If the Parties cannot agree on the content of a change initiated under Clause 18.3 then the proposed change(s) will be withdrawn. In all events the Authority shall hold the final right of rejection.
- 18.5. Any amendments to this Grant Agreement and/or the Grant Funding Letter shall:
- a. only be valid if they are documented using a Grant Variation Notice form duly signed by an Authorised Representative of both Parties, and
  - b. be recorded in Annex F.
- 18.6. The Grant Agreement itself shall be updated and re-issued bearing the next sequential version control reference.

## **19. Confidentiality**

- 19.1. Nothing in this Clause 19 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 19.
- 19.2. The Recipient undertakes to keep confidential and not to disclose and to procure that its Staff keep confidential and do not disclose any information of a sensitive nature which it has obtained by reason of this Grant Agreement.
- 19.3. The Recipient shall not use any information which it has obtained as a result of delivering the Purpose (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 19.4. The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Recipient will liaise with the Authority to agree costs in writing in advance of committing expenditure.
- 19.5. The provisions of this Clause 19 shall survive the termination of this Grant Agreement, however that occurs.

## **20. Data Protection, Data Sharing, Information Acts, Publicity and Transparency**

- 20.1. The Recipient acknowledges that grant agreements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Grant Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 20.2. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the



Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.

- 20.3. Where appropriate, the Recipient shall ensure that it has adequate provisions and controls in place to manage:
- a. the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa), and
  - b. compliance with its obligations arising from the Data Protection Legislation.
- 20.4. Nothing in Clause 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 20.5. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.
- 20.6. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 20.7. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.
- 20.8. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.
- 20.9. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.
- 20.10. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.

## **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 if:
  - a. delivered by hand, upon receipt,
  - b. sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting,
  - c. sent by electronic mail, on the date of delivery except 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 shall be deemed to have been received on the next Working Day.

## **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 its terms.

## **23. Dispute Resolution**

- 23.1. The Parties shall attempt in good faith to negotiate an amicable settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute from the Grant Sponsor and Project Manager to an appropriately senior representative of each Party.
- 23.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Grant Agreement) shall, in the first instance be referred to the Project Manager and the Grant Sponsor.
- 23.3. Should the dispute or complaint remain unresolved within fifteen (15) Working Days of the matter first being referred to the individuals named in Clause 23.2, either Party may refer the matter to the Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within twenty (20) Working Days, or such other period as may be mutually agreed by the Authority and the Recipient.
- 23.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with Clause 23.3, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 23.5. If the Parties fail to appoint a Mediator within one (1) Month, or fail to enter into a written agreement resolving the dispute within one (1) Month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable Law.

#### **24. Governing Law**

- 24.1. 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. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

**Home Office**

**Police Strategy and Reform Unit**

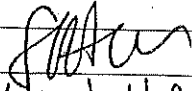
**August 2019**

### ACCEPTANCE OF GRANT

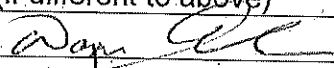
Derbyshire County Council accepts the offer of the Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of Derbyshire County Council:

Project Manager

Signature:	
Name:	SIMON HOBBS
Date:	26th September 2019.
Position:	Deputy Director Legal Services.

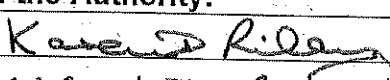
Senior Finance Officer (if different to above)

Signature:	
Name:	WENDY SUTTON
Date:	25/9/19
Position:	FINANCE MANAGER

Bank details for Grant payment

Bank name:	LLYDYS BANK
Branch name:	LONDON CITY OFFICE
Sort code:	30-00-02
Account name:	DERBYSHIRE COUNTY COUNCIL
Account number:	02055231
Address:	PO BOX 72, BAILEY DRIVE, GILLINGHAM BUSINESS PARK, KENT
Post code:	ME8 0LS

Signed on behalf of the Authority:

Signature:	
Name:	KAREN D. RILEY
Date:	26/9/19
Position:	Assistant Director of Legal Services

### HOME OFFICE USE:

Payment instructions per Grant Holding Unit:

Metis codes:	Directorate code	Cost centre	Account code (1)	Account code (2)	Project code	Supplier code
	0001	1202013	541021	-	00000000	110404

### SCHEDULE 1 – THE PURPOSE

## **THE PROJECT**

- 1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Grant funding. The Authority is providing the Grant to enable the Recipient to maintain a Police and Crime Panel for the Derbyshire Constabulary police area.

## **BACKGROUND**

- 1.2 The maintenance of a Police and Crime Panel in accordance with the Police Reform and Social Responsibility Act 2011 and the Regulations made under it.
- 1.3 The functions and responsibilities of Police and Crime Panels (PCPs) in England and Wales are set out in the Police Reform and Social Responsibility Act 2011. PCPs were introduced to scrutinise the actions and decisions of police and crime commissioners, and provide support and challenge to the commissioner in the exercise of their functions. They focus their attention on key strategic actions and decisions taken by the commissioner, including whether they have achieved the objectives set out in their police and crime plan, considered the relevant priorities of their community safety partners and consulted appropriately with the public.
- 1.4 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under section 31 of the Local Government Act 2003 to provide financial support to a local authority in England or Wales.
- 1.5 This Grant Agreement provides a broad well defined framework in which the Recipient may exercise independent discretion.

## **KEY DELIVERABLES**

- 1.6 That there is a Police and Crime Panel for the police area able to carry out its scrutiny functions and responsibilities as set out in the Police Reform and Social Responsibility Act 2011.

## **KEY ROLES AND RESPONSIBILITIES**

- 1.7 The Authority will nominate a Grant Sponsor who will work with the Recipient's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.
- 1.8 The Recipient will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

## INDICATIVE EXPENDITURE BREAKDOWN

- 1.9 The total Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than sixty seven thousands, one hundred pounds (£67,100) for financial year 2019/20.
- 1.10 The Grant will be paid in accordance with the profile described in Schedule 2 and is intended to reimburse Eligible Expenditure incurred paying for the activities required to achieve the outcomes described in this Schedule 1.
- 1.11 The Grant has been calculated using the following formula:

REF	HEADINGS	EXPENSES (£)
A	Administration	£53,300
B	Expenses (up to £920 per member)	£13,800
C	Translation fees	Nil
D	TOTAL ELIGIBLE EXPENDITURE (A+B+C)	£67,100

- 1.13 Recipients are free to transfer any underspend in member expenses (B) to pay for additional administration costs (A). The total grant amount (D) cannot be exceeded.

## SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

### Indicative Payment Schedule for delivering the Purpose

Grant Claims must be submitted in accordance with the schedule set out in the table below; payment will be subject to compliance with obligations arising from the Grant Agreement, in particular:

- fulfilment of the conditions set out in Clause 5, and
- receipt of satisfactory financial and monitoring reports.

Financial year	Payment reference	Documents Received By	Payment Value	Information required
2019/20	1	31 October 2019	Mid-year claim	In accordance with Clause 5.1 of the terms and conditions, a: <ul style="list-style-type: none"> <li>- copy of the Agreement appropriately signed / authorised by the Parties, and</li> <li>- completed Annex A claim request form (mid-year)</li> </ul>
2019/20	-	6 March 2020	Outturn Forecast	<ul style="list-style-type: none"> <li>- Completed forecast as detailed in Schedule 4.</li> </ul>
2019/20	2	31 July 2020	End-year claim	<ul style="list-style-type: none"> <li>- Completed financial and performance reports as detailed in Schedule 3.</li> <li>- A completed Annex A claim request form (end-year)</li> <li>- A completed outturn statement form (Annex B)</li> </ul>

## **SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS**

### **CRITICAL SUCCESS FACTORS**

- 3.1 The Critical Success Factors (CSFs) to be monitored and reported on are:
- a. the number of public meetings held,
  - b. scrutiny documents and publications produced, including the Panel's annual report,
  - c. engagement with the work of the Panel by members of the public and the Police and Crime Commissioner for Derbyshire Constabulary.

### **REPORTING**

- 3.2 The Recipient shall put in place procedures to monitor and track spending, including committed spend, against agreed budgets and notify the Authority of any variances.
- 3.3 The Recipient shall report against Clause 3.2 highlighting how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved. Reports are to be provided to the Authority alongside the Annex A form.
- 3.4 Reports should also contain a financial statement detailing how the Grant has been spent, an ongoing reconciliation of forecast position against actuals.
- 3.5 Reports and forecasts should be sent to [pccpartnersenquiries@homeoffice.gov.uk](mailto:pccpartnersenquiries@homeoffice.gov.uk) by the agreed dates in Schedule 2.

### **Progress Reporting**

- 3.6 In support of Annex A (Grant Claim) submissions at mid- and end-year points, the Recipient shall provide:
- a. reports detailing progress against critical success factors in achieving outcomes and targets, and highlight how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved.
  - b. financial statements highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.



### **Ad Hoc Reporting**

- 3.7 Any Critical Incidents or matters arising the outcome or consequence of which is likely to result in:
- a. serious harm to any individual; or
  - b. significant community impact; or
  - c. significant impact on public confidence in the Authority, including the provision of the Purpose

must be reported to the Authority within one (1) Calendar Day. The Partner must provide a follow up report within three (3) Calendar Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.

- 3.8 Additionally, the Recipient will notify the Authority as soon as reasonably practical of:
- a. any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or
  - b. actual or potential variations to the Eligible Expenditure set out in Schedule 1 of these Conditions and/or any event which materially affects the continued accuracy of such information.

### **ANNUAL REVIEW**

- 3.9 In addition to any ongoing reporting, monitoring or evaluation, the Authority will review the Purpose of the Grant annually and will take into account the Recipient's achievements (during the Funding Period) as measured against the CSFs. As part of the annual review the Authority will have regard to the reports produced by the Recipient.
- 3.10 Each annual review will result in the Authority making a recommendation that the:
- a. Purpose and Agreement continue in line with existing plans; or
  - b. Eligible Expenditure payable for the subsequent Funding Period should be revised (up or down); or
  - c. CSFs should be re-defined and agreed; or
  - d. Agreement should be terminated.
- 3.11 The Recipient may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

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## **SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS**

### **CRITICAL SUCCESS FACTORS**

- 3.1 The Critical Success Factors (CSFs) to be monitored and reported on are:
- a. the number of public meetings held,
  - b. scrutiny documents and publications produced, including the Panel's annual report,
  - c. engagement with the work of the Panel by members of the public and the Police and Crime Commissioner for Derbyshire Constabulary.

### **REPORTING**

- 3.2 The Recipient shall put in place procedures to monitor and track spending, including committed spend, against agreed budgets and notify the Authority of any variances.
- 3.3 The Recipient shall report against Clause 3.2 highlighting how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved. Reports are to be provided to the Authority alongside the Annex A form.
- 3.4 Reports should also contain a financial statement detailing how the Grant has been spent, an ongoing reconciliation of forecast position against actuals.
- 3.5 Reports and forecasts should be sent to [pccpartnersenquiries@homeoffice.gov.uk](mailto:pccpartnersenquiries@homeoffice.gov.uk) by the agreed dates in Schedule 2.

### **Progress Reporting**

- 3.6 In support of Annex A (Grant Claim) submissions at mid- and end-year points, the Recipient shall provide:
- a. reports detailing progress against critical success factors in achieving outcomes and targets, and highlight how value for money (e.g. benefits, savings, efficiencies etc.) is being achieved.
  - b. financial statements highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.

#### SCHEDULE 4 – OUTTURN FORECAST

To be returned to the authority by 6th March 2020 to remain eligible for the payment covering the second half of the financial year. Every effort should be made to ensure this forecast is accurate and submitted by the date indicated:

	Incurred to date	Forecast to 31 <sup>st</sup> March 2020	Total
Administration costs			
Members expenses			
Translation costs (if applicable)			
Total			

**SCHEDULE 5 – DATA SHARING PROTOCOL (DSP)**

*NOT USED*

**SCHEDULE 6 – GENERAL DATA PROTECTION REGULATION (GDPR)**

*NOT USED*

**SCHEDULE 7 – AID DIVERSION**

*NOT USED*

## ANNEX A – GRANT CLAIM FORM

<b>Recipient:</b> Derbyshire County Council	<b>Grant Stream:</b> Police and Crime Panels
--	---

Period From: To:	Resource (£)	Capital (£)
(1) Total funding received for this financial year		N/A
(2a) Actual expenditure in this period (To be supported by a breakdown of expenditure against the cost breakdown detailed in Schedule 1).		N/A
(2b) Forecast expenditure in the period (To be used for the final claim of the year in instances where Schedule 2 sets out that the final payment request must be received in advance of 31 March (end of the financial year).		N/A
<b>(3) Funding request for this period</b>		N/A
(4) Total funding received and requested (1+3)		N/A

### MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in Schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

--

## FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no Duplicate Funding has been received in respect of this Eligible Expenditure Statement,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the specified Grant stream.

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

Home Office sign off:

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

OUTTURN STATEMENT - APRIL 2019 TO MARCH 2020

**Grant Recipient:**

**Grant Stream:**

Expenditure Category:	Actual Resource Expenditure (£)	Actual Capital Expenditure (£)
TOTAL EXPENDITURE:		
TOTAL GRANT PROVIDED:		
VARIANCE: total Grant provided minus total resource expenditure		
Reason for variance:		



### FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no other specific Exchequer grants, other grants or contributions have been or will be payable for the expenditure in respect of the Grant Amount being claimed,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the above Grant stream.

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

Home Office sign off:

<b>Signature:</b>			
<b>Name (printed):</b>		<b>Date:</b>	
<b>Position:</b>			

## ANNEX C – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority's staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
Lauren Diffey	Grant Sponsor	2 Marsham Street London SW1P 4DF	02070353011	pccpartnersenquiries@homeoffice.gov.uk
Samuel Taylor	Business Contact	2 Marsham Street London SW1P 4DF	02070355773	pccpartnersenquiries@homeoffice.gov.uk

The following are the current list of the Recipient's Staff designated as authorised representatives:

For the Recipient	Position	Address	Telephone	E-mail
Claire Bell	Project Manager	County Hall, Matlock DE4 3EG	01629 538756	claire.bell@derbyshire.gov.uk
Roy Ackrill		County Hall, Matlock DE4 3EG	01629 538327	roy.ackrill@derbyshire.gov.uk

**ANNEX D – DELIVERY PROPOSAL**

*NOT USED (DIRECT AWARD)*

## ANNEX E – LIMITATIONS ON FUNDING USE AND INELIGIBLE EXPENDITURE

- 1.1 The Recipient shall not use the Grant to engage as a Delivery Partner, nor otherwise engage with Third Parties known to demonstrate vocal or active opposition to fundamental British values<sup>5</sup>, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas.
- 1.2 The Grant may not be used to
  - pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
  - enable one part of government to challenge another on topics unrelated to the Purpose, or
  - petition the Authority or other Third Parties for additional funding, or
  - pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy.
- 1.3 No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.
- 1.4 The Grant may not be used to support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.
- 1.5 The Recipient is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.
- 1.6 The Recipient shall not make a profit in its use of the Grant. For the avoidance of doubt, no profit, dividends, bonuses and/or any similar or equivalent benefit will be paid to Staff.
- 1.7 To comply with the Cabinet Office' spend control<sup>6</sup> requirements, the Recipient:
  - must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant; and

<sup>5</sup> An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

<sup>6</sup> <https://www.gov.uk/government/collections/cabinet-office-controls>

- should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet the government objective to secure value for money.

1.8

Other examples of expenditure, which are prohibited, include the following:

- interest payments or service charge payments for finance leases;
- gifts;
- the writing-off of debts or other liabilities owed to it;
- statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- bad debts to related parties;
- to secure mortgages or loans or other debt-funding;
- payments for unfair dismissal or other compensation;
- depreciation, amortisation or impairment of assets owned by the Recipient;
- the acquisition or improvement of Assets by the Recipient.

## ANNEX F – CHANGE CONTROL RECORD

Grant Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	16/08/2019	16/08/2019

## GRANT VARIATION NOTICE (TEMPLATE)

Agreement Title	FOR THE PROVISION OF POLICE AND CRIME PANELS
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & Derbyshire County Council ("the Recipient")
Variation Number	
Variation	Means the amendments to the Grant Agreement contained in this form
Date Effective From	

In accordance with the provisions of Article 18, the Parties hereby agree that the Grant Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			

- Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.
- The Grant Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Recipient

Signature

Signature

Name

Name

Title

Title

Date

Date

## ANNEX G – GRANT FUNDING LETTER



Police Strategy and Reform Unit  
6<sup>th</sup> Floor Fry Building  
2 Marsham Street, London, SW1P 4DF  
020 7035 3011  
pccpartnersenquiries@homeoffice.gov.uk

Claire Bell  
Commissioning, Communities and Policy  
Derbyshire County Council  
claire.bell@derbyshire.gov.uk

16 August 2019

Dear Claire

### DERBYSHIRE POLICE AND CRIME PANEL GRANT – FINANCIAL YEAR 2019/20

I am writing to confirm the offer of a grant of up to £67,100.00 to Derbyshire County Council as host authority in respect of the Derbyshire Police and Crime Panel (PCP).

Payment of this grant, to the agreed schedule in the attached Grant Agreement, is subject to your acceptance of this offer and the standard terms and conditions of the Grant Agreement.

To allow public scrutiny of PCP spending, PCPs must publish, as a minimum on their website, details of all their expenditure (or, where that is not possible, on the host authority's website). This will include details of all panel administration costs and individual panel member claims for expenses and allowances.

If you wish to accept this offer of grant funding, please sign and return to the above email address, one copy of the Grant Agreement, ensuring that you complete the Acceptance of Grant pages. Please be aware that no payments will be released until receipt of the signed documentation.

Yours sincerely

Lauren Diffey  
Head of PCC Policy, Scrutiny and Accountability



**ANNEX H – CLARIFICATION QUESTION RESPONSE LOG**

Cost Elements	Actual	Commitment	Allotted	Plan	Available
118100 Recruitment Expenses	3,624.28		3,624.28		3,624.28-
132000 Staff Public Transp	189.50		189.50		189.50-
146000 Conf & Func Expenses	412.50		412.50		412.50-
210000 Govt Grant Specific	49,185.00-		49,185.00-		49,185.00
313151 Catering Functions	133.20		133.20		133.20-
315001 BDC Reprographics	23.72		23.72		23.72-
* Over/Underabsorption	44,801.80-		44,801.80-		44,801.80

## Accrual for Police &amp; Crime Panel Grant

	Hours	Rate	Total	
JMc	70	115.83	8,108	LD01000
RKA/PFH	40	68.05	2,722	LA01000
IW	70	28.98	2,029	LD02000
DR	300	34.11	10,233	LD02000
Other			23,092	
Recruitment		3624.27		NE30000
Transport		189.5		NE30000
Conf/Functions		412.5		NE30000
Catering		133.2		NE30000
Repro		23.72	4,383	NE30000
Total claim			27,475	

orporate Resources)

ed to do for the grant.

### Staff hours

Other

**Total claim 2017/18**

**£39,912.28**

Act/Plan/Commit		Page: 2 / 2
Cost Center/Group	HE30000 Police and Crime Fan	
Person responsible	Richard Appleby	Column: 1 / 2
Reporting period	1 to 12 2017	

Cost Elements	Actual	Commitment	Allocated	Plan	Available
Union Recruitment Extended	847.80				
14194 Catering Functions	220.60		847.80		847.80
			220.60		220.60
* Over/Underabsorption	1,068.40		1,068.40		1,068.40

**SCHEDULE 4 – Outturn forecast**

To be returned to the authority by 9<sup>th</sup> March 2018 to remain eligible for the payment covering the second half of the financial year.

	Incurred to date	Forecast to 31 March 2018	Total
Administration costs	£39,912-28	-	£39,912-28
Members expenses	-	-	-
Translation costs (if applicable)	-	-	-
Total	£39,912-28	-	£39,912-28

## Police and Crime Panel Grant 2018-19 (April-September)

	Staff Hours	Hourly Rate £	Amount £
JB	70	107	7,490.00
EW	25	64	1,600.00
PH	20	93	1,860.00
Dem Services	483	33	15,939.00
Scrutiny	110	50	5,500.00
<b>Total</b>			<b>32,389.00</b>

Act/Plan/Commit				
Cost Center/Group	NE30000	Police and Crime Pan		
Person responsible	John Cooper			
Reporting period	1 to 12 2018			
Cost Elements	Actual	Commitment	Allocated	
118100 Recruitment Expenses	200.00		200.00	
122010 Hire of Rooms	60.00		60.00	
132000 Staff Public Transp	210.70		210.70	
313151 Catering Functions	11.70		11.70	
* Over/Underabsorption	482.40		482.40	



# Police and Crime Panel Grant 2018-19 (October-March)

	Staff Hours	Hourly Rate £	Amount £
JB	75	107	8,025.00
EW	4	64	256.00
PH	22	93	2,046.00
Dem Services	10	33	330.00
<b>Total</b>			<b>10,657.00</b>

Act/Plan/Commit	Page: 2 / 2	
Cost Center/Group	NE30000	Police and Crime Plan
Person responsible	John Cooper	Column: 1 / 2
Reporting period	1 to 12 2018	
Cost Elements	Actual	Commitment
118100 Recruitment Expenses	200.00	200.00
122010 Hire of Rooms	60.00	60.00
132000 Staff Public Transport	210.70	210.70
210000 Govt Grant Specific	32,871.40	32,871.40
313151 Catering Functions	11.70	11.70
* Over/Underabsorption	32,389.00-	32,389.00-
		32,389.00

## Other expenses to claim

Recruitment	200.00
Hire of Rooms	60.00
Public Transport	210.70
Catering	11.70
<b>Total</b>	<b>482.40</b>

Total claim 11,139.40

emailed 14.03.2019 16:23pm





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