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PUBLIC

To: Members of Derbyshire Police and Crime Panel

Wednesday, 17 June 2020

Dear Councillor,

Please attend a meeting of the **Derbyshire Police and Crime Panel** to be held at **10.00 am** on **Thursday, 25 June 2020** virtually via MS Teams. A recording of the meeting will be published on the County Council's website following the meeting. The agenda 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. Appointment of Chairman
2. Appointment of Vice - Chairman
3. Apologies for Absence
To receive apologies for absence (if any)
4. Declarations of Interest

To receive declarations of interest (if any)

5. Minutes (Pages 1 - 6)

To confirm the non-exempt minutes of the meeting of the Derbyshire Police and Crime Panel held on 23 January 2020

6. Public Questions

To consider public questions (if any)

7. Covid - 19 Update (Pages 7 - 14)

8. Member Question and Answer Session (Pages 15 - 18)

9. Challenge Topic - Safer Neighbourhood Teams and how they work in Derbyshire (Pages 19 - 30)

10. Police and Crime Panel - Grant Budget (Pages 31 - 90)

11. Announcements from the PCC

12. Forthcoming Events

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

13. Date of Next Meeting - 10 September 2020 at 10.00am

PUBLIC

Agenda Item 5

MINUTES of a meeting of the **DERBYSHIRE POLICE AND CRIME PANEL** held on 23 January 2020 at County Hall, Matlock

PRESENT

Councillor C Hart (in the Chair)

Councillors F Atkinson (Amber Valley Borough Council) 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), C Moesby (Bolsover District Council) (substitute member) P Niblock (Chesterfield Borough Council), J Patten (South Derbyshire 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) and Mr S Handsley (Independent Member)

Derbyshire County Council officers also in attendance: P Stone (Assistant Director of Finance and ICT) and L Wild (Legal Services).

Also in attendance: P Goodman, Chief Constable, H Dhindsa, Police and Crime Commissioner, K Gillott, Deputy Police and Crime Commissioner, D P Peet, Chief Executive (OPCC), A Dale, Chief Finance Officer (OPCC) and S Allsop.

Apologies for absence were submitted on behalf of Councillors M Bagshaw and S Peake, and V Newbury (Independent Member)

1/20 **MINUTES** Concern was expressed by some members that the minutes of the last meeting were not a correct record of the proceedings, particularly in relation to Minute numbers 28/19 and 31/19. Following discussions, it was agreed to undertake a vote and whether the minutes should be accepted. A vote was taken and recorded as follows:-

For accepting the minutes as a true record – 10 votes; against 7 votes

RESOLVED that the minutes of the meeting of the Derbyshire Police and Crime Panel held on 21 November 2019 be confirmed as a correct record and signed by the Chairman.

2/20 **PROPOSED PRECEPT 2020-21** Hardyal Dhindsa, Police and Crime Commissioner for Derbyshire, presented to the Panel his proposed precept for the forthcoming financial year in accordance with the duty under

the Police Reform and Social Responsibility Act 2011. The Commissioner informed the Panel of his proposal to issue a precept increase of £10.00 per year to the current Band D precept of £216.60, which would give a Band D precept for 2020-21 of £226.60.

The Commissioner, invited Peter Goodman, Chief Constable to provide members with an insight into what a precept increase of £10 would provide.

The Commissioner was questioned in detail by Panel members with regard to his proposed precept increase.

RESOLVED to approve the proposed precept for 2020-21 without qualification or comment.

3/20 **PROPOSED TIMETABLE OF MEETINGS 2020-21** It was proposed that the Police and Crime Panel timetable of meetings for the year 2020-21 be 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 would normally commence at 10am at either County Hall or venues around the County dependant on room availability.

It was recognised that there needed to be a degree of flexibility with any work planning process and the Panel should note that it would be possible to vary the timetable throughout the year should pressing matters arise. Therefore, due to the tight timescales experienced this year, it was suggested that the precept meeting be moved to Thursday 28 January 2021 and the 2nd precept meeting be moved back to 18 February 2021.

In addition to the above meetings, a principal role for the Panel would be to conduct confirmation hearings for the Police and Crime Commissioner's senior appointments. When notification of these appointments were 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.

RESOLVED that the Panel agrees the timetable of meetings for 2020-2021 as proposed, subject to the suggested amendments.

4/20 **COMPLAINTS PROCEDURE** Following on from the discussion on this matter at the previous meeting, the Chairman asked members if they felt it appropriate to identify a working party to review the Complaints Procedure, taking into account the guidance provided by the LGA.

Mr D Peet was nominated to assist the Working Group in an advisory capacity and officer support would be made available.

RESOLVED (1) that that a Working Group be established to review the Complaints procedure;

(2) that the following members expressed a wish to sit on the Working Group:

Councillor F Atkinson
Councillor A Barrow
Councillor J Frudd
Mr S Handsley
Councillor J Patten
Councillor G Potter; and

(3) that anyone else who wished to be involved would be most welcome and should contact a member of the Democratic Services team.

5/20 **POLICE AND CRIME PANEL – GRANT FUNDING** Members were asked to consider the position regarding grant funding available to the Police and Crime Panel from the Home Office.

In establishing Police and Crime Panels, the Home office had agreed that funding would be available to ensure that there was 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 was 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 did vary from year to year. For the financial year 2019-2020, the funding available was a grant of up to £67,100. The letter dated 16th August 2019 confirming the offer of the grant was attached at Appendix 1 to the report and the grant agreement was attached at Appendix 2. The grant was paid upon application and a return detailing costs incurred. Usually, there was 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 had agreed that the return need only be provided at the end of the financial year and so would be provided in March.

A further report would 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 included officer time in supporting and advising the Panel as well as administrative costs in respect of the production and circulation of reports (including printing and postage), the cost of meeting rooms and training.

The grant could also cover member expenses and allowances. However, the Panel arrangements for the Derbyshire Police and Crime Panel confirmed that no allowance or expenses payments would be made by the Panel itself to councillor members and that any allowances or expenses payment which may be made by 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 reimbursed reasonable expenses to independent members provided that this was 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, 2017-2018 2018-2019 were appended to the report.

Members requested some dedicated Scrutiny Officer support and it was reported that funding for this would be available through the grant. Amongst the functions the officer could assist with would be research and the gathering of information. The website required an overhaul particularly the addition of information relating to grant money and expenditure. Members also thought this would be an opportunity to raise the profile of the PCP.

RESOLVED to note (1) the position regarding grant funding; and

(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.

6/20 **ANNOUNCEMENTS FROM THE PCC** Hardyal Dhindsa, the Police and Crime Commissioner announced the following:-

Complaints reforms would take effect from 1 February 2020. The Chief Executive would provide Members with information outlining the changes to procedures.

Details of the forthcoming PCC Election were now available on the website.

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

7/20 **RULES OF PROCEDURE** Councillor B Woods requested a copy of the Panel's Standing Orders and Rules of Procedure. These would be circulated.

8/20 **DATE OF NEXT MEETING RESOLVED** to note that the next meeting of the Derbyshire Police and Crime Panel would take place on Thursday 19 March 2020 commencing at 10.00am at a venue to be confirmed.

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POLICE AND CRIME
PANEL 25th JUNE 2020
REPORT OF THE POLICE AND CRIME COMMISSIONER FOR
DERBYSHIRE

COVID-19 UPDATE

1.0 BACKGROUND

- 1.1 The following briefing is to keep the Police and Crime Panel for Derbyshire informed of the work of the Police and Crime Commissioner for Derbyshire and Derbyshire Constabulary during the Covid-19 pandemic.

2.0 FORCE APPROACH

- 2.1 As with all major incidents, the Force has an established Gold, Silver and Bronze command system in place for Covid-19. The Gold Group was established in mid-February, well before many forces, and the PCC is represented on this group by his deputy, CEO and Chief Finance Officer.
- 2.2 It is through this group that the PCC is able to be assured of the work being undertaken and understand how he can add value to the Force's work through his engagement with the Policing Minister and other PCCs.
- 2.3 The Force is represented on the Local Resilience Forum (LRF) and the Deputy Chief Constable chairs the Strategic Co-ordination Group (SCG).

3.0 WORKFORCE

- 3.1 The OPCC and Force took early action to ensure staff and officers were able to keep themselves safe and observe social distancing. Any non-essential staff who were able to have been working from home and the Force have closely monitored the number of people who were either off sick, or who were shielding, self-isolating or caring for people who were sick.
- 3.2 At the start of the epidemic the Force were reporting **626** staff and officers not in the organisation, this represented **17.3%** of the workforce. As of 15th June,

the figure was **334** off, representing **9%** of the workforce. (This figure includes **91** individuals who are absent for non Covid-19 related issues.)

- 3.3 It should be noted that whilst people may be absent from the workplace this does not necessarily mean they are not able to work. Of those staff and officers not at work due to Covid-19, just over **87%** are working from home.
- 3.4 As part of its commitment to its staff and officers the Force undertook a staff survey in April to take the temperature of the organisation in terms of how supported staff and officers felt. The figures showed that the vast majority of staff felt they were being properly supported and were being kept informed. Work is ongoing to try and address the issues of those who did not feel that way and a follow up survey found that the levels of satisfaction had grown within the Force, suggesting that the approach adopted has been the right one.
- 3.5 At the very beginning of the pandemic the Force were planning for significantly higher levels of sickness and absenteeism and it is through the decisive work it has undertaken we have been able to reduce sickness levels from their initial peak and continue to drive the number down.
- 3.6 Despite the Covid-19 situation the Force have continued to recruit police officers as part of the Uplift Programme as well as 20 new PCSOs. The training has seen some real innovation in the development of a combination of social distancing and digital training.

4.0 PPE

- 4.1 There has been significant coverage in the national media about stocks of PPE and its availability to frontline staff. As previously stated the Force started work on the potential impact of Covid-19 early. This included sourcing PPE. As a result, the Force is in a strong position and has healthy stocks and good supply chains for ensuring stocks are maintained. So much so that the Force have, on occasions, been asked to help support neighbouring forces whose stocks have run low.
- 4.2 National guidance has been produced on the right PPE for frontline workers within law enforcement and Derbyshire is surpassing this level of protection for staff and officers.

5.0 **ENFORCEMENT**

5.1 The overall approach to enforcement of the regulations is based on a 4 E model:

ENGAGE	Engage with people around their behaviours
EXPLAIN	Explain why it is important to comply with the regulations
ENCOURAGE	Encourage people to comply, for example asking people to disperse
ENFORCE	Enforcement through the use of Fixed Penalty Notices, though this is only seen as a matter of last resort

5.2 Latest figures show that Derbyshire have issued **251 FPNs** between 27th March and 8th June, which puts it towards the middle of the pack compared with other forces nationally.

5.3 As the lockdown arrangements have been relaxed it is anticipated that the number of FPNs will also likely drop.

5.4 Derbyshire has seen a number of key locations attracting large numbers of visitors since the easing of lockdown. Notably these have included Matlock Bath, Harpur Hill (the so called 'Blue Lagoon') and Middle Peak Quarry.

5.5 The Force have been working closely with colleagues within local authorities, the Peak Park Authority and local MPs to try and manage the situation. A careful balance needs to be struck between responding to the concerns of local residents and allowing people to travel in line with current regulations.

6.0 **CRIME**

6.1 As has been reported nationally, Derbyshire saw a significant reduction in volume crime since lockdown. This included a reduction in domestic abuse reports and incidents. Both the PCC and Force are aware that the current lockdown arrangement will mean that many individuals will be in situations where they are in households with their abusers and opportunities to report may be limited. Significant work is being undertaken by both the Force and

the PCC's commissioned Victim Services to ensure that avenues for reporting and support remain open.

- 6.2 The Force are now seeing general levels of crime and anti-social behaviour return to 'pre-Covid' levels which has presented challenges in terms of resource allocation.
- 6.3 The protests following the death of George Floyd in the United States has also presented a number of challenges both in terms of managing protests and a focus on key sites around the County such as the 'Black Head' in Ashbourne that was removed.
- 6.4 Following an initial decrease in road usage the Force saw an increase in cars on the roads and those who are seeing the quieter roads as an opportunity to commit speeding offences. The Force put detailed plans in place and activity is being undertaken to tackle the issue.
- 6.5 The Force are also working hard to ensure that whilst people are in lockdown they do not fall victim to cyber or cyber enabled crime and advice and guidance is being issued through all the Force's communication channels.
- 6.6 The Force are also specifically monitoring incidents of Hate Crime as there have been reports across the country of members of certain ethnic groups being targeted due to Covid-19. Whilst there have been a few isolated incidents in Derbyshire we have not seen any particular patterns or trends, but a watching brief is being kept on this.
- 6.7 With the regulations and social distancing requirements we are currently living with we have seen significant pressures within the wider Criminal Justice System. Trials have been postponed and the Crown Court is currently closed and the local Magistrates Courts are working as virtual courts. This has seen increased pressures on the Force especially around remand hearings as these are taking place within a custody setting.
- 6.8 One area that Derbyshire is leading the way is in relation to virtual work when there is a potential risk to a victim/witness in a case, particularly around domestic abuse, and ensuring that these are considered. We have successfully managed to get cases postponed rather than dropped due to successful engagement with the judiciary around these risks.

7.0 CONTACT MANAGEMENT

- 7.1 Following an initial downturn in 999 calls, numbers have returned to a more expected level.
- 7.2 As of 15th June the average number of 999 calls per day was **353** the average wait for a call to be answered was **9 seconds**.
- 7.3 101 calls saw an initial increase with people reporting breaches of regulations. Currently there are on average just over **899** calls per day, with an average wait time of **168 seconds** for a call to be answered.
- 7.4 The Force also saw a spike in the number of regulation breach reports through the Single Online Home portal.
- 7.5 A LiveChat function has also been introduced which will add an additional way in which the public will be able to access the Force. As an aside this functionality is currently being supported by some of those staff who are not in the workplace but are able to work from home.

8.0 RECOVERY

- 8.1 The Force are currently working on detailed plans to allow people to start returning to work. A significant challenge is being able to do this safely and allow for social distancing.
- 8.2 The Government guidance remains clear – if you can work from home you should continue to do so and this means that the PCC's office is likely to remain working remotely for the foreseeable future.
- 8.3 As other parts of the country respond to the easing of lockdown arrangements it is anticipated that there may be an increased call on police resources both in terms of re-emerging crime types such as shoplifting as well as the role police may have to play in enforcement for the use of facial coverings on public transport.
- 8.4 Like all police forces Derbyshire continues to look to the Centre and the National Police Chief's Council to understand how the changing regulations and guidance should be applied.
- 8.5 Significant work is also being undertaken with wider criminal justice partners to manage the growing crisis within the Criminal Justice System due to a

growing backlog of cases.

9.0 CRIMINAL JUSTICE

9.1 Social distancing rules have meant that the delivery of an effective criminal justice system has been severely impaired. This area is of great concern and that HMCTS appears to lack a plan for restarting courts to a degree that the justice system to return to some degree of normality.

9.2 Up until 27th May there were:

- 98 Crown Court trials which has been adjourned, with no new dates set
- 166 trials listed between 01/07/20 – 25/12/20 but no indication how many of these will be able to progress
- 261 Magistrate trials adjourned with no new date set
- 560 cases adjourned for first hearings, Domestic Abuse court, GAP/NGAP¹ and Youth Court

9.3 Scaled up it becomes clear that there is a significant risk developing and the backlog may take years to clear.

9.4 Remand hearings are also an issue and as a result the custody suite at Ripley has been reopened as a remand suite with dedicated staff to support it.

9.5 As Chair of the local Criminal Justice Board the PCC has been working with partners to try and find solutions that will mitigate the ever-increasing risk.

10.0 VICTIM SERVICES

10.1 One of the key functions of the PCC is the commissioning of support services for victims of crime. Due to the Covid-19 pandemic we have needed to work closely with our service providers to ensure that services are able to be provided, albeit in a different format.

1.2 We are also required to engage and report with the Ministry of Justice who provide the funding of these services to the PCC. The MOJ have put out a request for information from PCCs regarding any emergency funding needs in

¹ GAP – ‘Guilty Anticipated Plea’; NGAP – ‘Not Guilty Anticipated Plea’

the victim services space. We have responded to that request and await feedback on whether any additional funding will be provided so the PCC can expand his support for organisations within Derbyshire as they adapt to current working conditions.

11.0 FINANCIAL MATTERS

- 11.1 As would be expected there have been a number of additional costs generated during this situation. The Force are working with national colleagues to collate all of these costs and feed them into Government, who have said they will meet them.
- 11.2 Areas of expenditure have included on IT equipment to allow for remote working and obviously spend relating to the purchase of PPE.
- 11.3 The PCC has also provided additional resource to some of the Victim Service providers to allow for remote working.

12.0 RECOMMENDATIONS

- i. The Police and Crime Panel of Derbyshire note the update provided.
- ii. That the Panel gains assurance that the Force and OPCC are responding well to the Covid-19 situation

Contact details in the event of enquiries	Name: Hardyal Dhindsa External telephone number: 0300 122 6000 Email address: pccoffice@derbyshire.pnn.police.uk
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ATTACHMENTS

None

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POLICE AND CRIME PANEL**25 June 2020****REPORT OF THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE****MEMBER QUESTIONS****1. PURPOSE OF THE REPORT**

- 1.1 To provide written responses to pre-submitted questions from Panel members to the Police & Crime Commissioner.

2. QUESTIONS

Question 1: from Cllr Fay Atkinson

With Tory austerity driven cuts to Policing budgets and to other services which support our communities. in particular youth provision, would the PCC comment on the Chief Constable's remarks to the PCP at our last meeting that austerity has had a negative impact on policing in Derbyshire by giving examples of where this might be the case?

I have reported to the Panel previously that the cuts to policing since 2010 that formed part of the government's austerity policy has had a major impact on policing in our city and county. The Panel will be aware that Derbyshire lost approximately 450 police officers and nearly 300 police staff and, as the Chief Constable stated in his open letter dated 13th January 2020 regarding police funding, this meant that "the Constabulary has been operating at a level at which we have only been able to deliver essential service." Even the promised extra police officers, whilst needed and welcome, will not take Derbyshire Constabulary back to its pre-austerity numbers of police officers and does nothing to address the loss of PCSOs and police staff.

As well as impacting on the Forces ability to prevent and investigate crime, those cuts to police numbers affected public confidence in the police with nearly every community I visited raising the issue of the lack of police visibility and requesting a greater police presence. This is an issue that has troubled me greatly because our model of policing very much depends on the relationship between the police and the community they serve.

Austerity has also impacted on the services provided by partner agencies, often resulting in increased demand on policing. One of the most obvious areas has been cuts to children's services budgets. The loss of youth services for example, has placed greater demands on the police with the public now regularly turning to the police as the lead agency to deal with anti-social

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behaviour involving young people. Police officers dealing with this type of “quasi-youth work” then have less time available to deal with other demands. Another noticeable consequence has been that both principle local authorities have contributed less to their respective MASH sites, making it more difficult for meaningful information sharing and early intervention to happen.

The recent flooding incidents brought to light the extra demand placed on the police call centre by the public telephoning the police for non-policing highway emergencies when they are unable to contact their local authority out of hours. Whilst that particular instance was perhaps an extreme occurrence, other examples have also been brought to my attention.

My office has also experienced increased demand, both in terms of victim services and requests for funding, due to some partners either withdrawing or reducing their provision of services. This has included my office stepping in to take over responsibility for the commissioning of standard risk domestic abuse services in the City that would have otherwise been lost.

As you know my office runs a number of grant schemes throughout the year and I have noticed a real upturn over the course of my four years in office of the number of applications for projects delivering activities for young people. This year for example, over fifty percent of funding requests for large grants were from organisations working with young people, many of these applications cited the loss of council youth provision as part of their rationale for seeking my funding. Whilst I have been able to support a number of these applications, I have not been able to support all of them and my funding is of a one-off nature rather than on going.

Another key issue we have faced is support for those who have mental health issues or other vulnerabilities. As I have explained to the Panel in the past this is a key priority for me as too much time is spent by our contact centre and by staff and officers dealing with issues that would be better dealt with by mental health and other professionals. In response I have driven forward the delivery of the mental health triage hub, based within our contact centre, that sees professionals from a variety of agencies working together to get the right support to those who need it. Once again, money and police time spent on plugging this gap isn't then available for use on more obvious policing activities.

It could be said that policing is a victim of its own success. It is seen as the service of last resort and is often where people turn to when they are not getting services elsewhere. However, as resources for all public services are under significant strain this impacts on the police's ability to deliver against its core functions as it is picking up the slack from elsewhere.

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Question 2: from Cllr Ged Potter

How many Derbyshire Constabulary Police Officers and Civilian staff are or have been employed on secondments within any organisations serving outside the Derbyshire Constabulary area since 2010?

There have been 60 individual officers who have been on secondment in the last 10 years.

There have been 36 Police Staff who have been on secondment.

Of these 96, 16 have been seconded but have worked within the East Midlands region.

My Chief Executive is about to go on a 6 month secondment to lead on work around the policing submission for the Spending Review from the Association of Police & Crime Commissioners and National Police Chiefs' Council linking into the Home Office who will ultimately make the submission to the Treasury.

Contact details in the event of enquiries	Name: Hardyal Dhindsa External telephone number: 0300 122 6000 Email address: pccoffice@derbyshire.pnn.police.uk
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POLICE AND CRIME PANEL

25 June 2020

REPORT OF THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE

SAFER NEIGHBOURHOOD TEAMS – DERBYSHIRE’S APPROACH

1. PURPOSE OF THE REPORT

1.1 To inform the Police and Crime Panel (the PCP) of the role and function of neighbourhood policing and Safer Neighbourhood Teams (SNTs).

2. BACKGROUND

2.1 Neighbourhood policing is a fundamental part of how Derbyshire Constabulary seeks to keep its communities safe. There are 94 SNTs covering Derby City and Derbyshire. (Details of these can be found in Appendix A)

2.2 It is clear from the #D383 tour and conversations with the public that a visible neighbourhood presence provides reassurance to local communities and is greatly valued by the people of Derbyshire. The PCC’s belief in the importance of neighbourhood policing has ensured it has remained a cornerstone of Derbyshire’s approach at a time when neighbourhood resources have seen significant cuts in other police force areas. This neighbourhood presence is supported by other parts of policing which deal with higher threat and risks to keep the public safe, but are less visible to the public. A good combination of the two is required to effectively ‘Make Derbyshire Safer Together’.

2.3 Much of the work is based on the College of Policing’s guidelines for effective neighborhood policing which is based on seven guidelines or pillars. These are:

Neighbourhood Policing Guidelines



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- **Engaging Communities** Working with the police and crime commissioner to deliver and support neighbourhood policing and ensure it is built on effective engagement and consultation with communities.
 - **Solving Problems** Ensuring officers, staff and volunteers use structured problem solving to deal with local priorities, working collaboratively with communities and, where appropriate, private, public and voluntary sector partners.
 - **Targeting Activity** Ensuring policing activities within neighbourhoods are targeted according to the needs of different communities, taking account of threat, risk, harm and vulnerability.
 - **Promoting the Right Culture** Promoting an organisational culture that encourages the public to participate in neighbourhood policing. We will take steps to ensure that all police contact with colleagues, partners and the public seeks to build trust and is consistent with procedural justice.
 - **Building Analytical Capability** Ensuring there is sufficient analytical capacity and capability necessary for problem solving.
 - **Developing officers, staff and volunteers** Supporting and equipping officers, staff and volunteers to work in neighbourhood policing and ensure they receive learning and continuing professional development on the areas identified in these guidelines.
 - **Developing and sharing learning** Working with the College of Policing, the wider police service, partners and academia to identify and share learning about neighbourhood policing and current threats.
- 2.4 Over the past 18 months the force has reviewed its approach to SNTs. This was intended to consider the previous allocation of resources and determine if they met the current threat and risks faced to ensure that the investment or uplift of additional resources were placed in the right place. The force also renewed its approach to neighborhood policing to ensure the best return on this additional investment to deliver the best outcomes for our communities.
- 2.5 It is important to note that whilst the delivery of SNTs is a policing response, it is heavily reliant on engagement with and support of other partners in order to make Derbyshire Safer Together. Long term sustained problem solving cannot be achieved as a single agency.
- 3. Engaging Communities**
- 3.1 Effective engagement with individuals and groups within local communities is key to successful neighbourhood policing.
- 3.2 Initiatives such as Neighbourhood Watch and Community Speedwatch have been identified as key local partners within communities to ensure a free flowing

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of information.

- 3.3 As part of its developing work, the force have developed a communication strategy to sit along-side the Neighbourhood Policing Strategy to ensure that all SNT officers and staff are aware of the tools available to them to support engagement and ensure tailored and sustainable communications in local areas.
- 3.4 Following support from the PCC, the force have reinvigorated Derbyshire Alert as a key communication tool that allows users to define the type and frequency of messages they receive from the force. At the time of writing this report Derbyshire Constabulary has in the region of 32000 people signed up to the service. Information about the service can be found at Appendix B of this report
- 3.5 Operation Relentless is using its crime prevention activity as a platform to continue to increase participation in Derbyshire Alert. This is proving to be successful.

4.0 Problem Solving

- 4.1 Training is being rolled out to all SNT officers highlighting the SARApplus model approach to problem solving. This involves:
 - Scanning: identifying and prioritising potential crime and disorder problems
 - Analysis: the analysis of potential problems, by gathering information and intelligence to identify underlying causes of the problem
 - Response: the development and implementation of tailored activities to address the causes of the problem, as identified in the analysis phase
 - Assessment: the measurement of the impact of the response to test if it had the desired effect and to make changes to the response if required.
- 4.2 Work is also being undertaken to understand what approaches other police force areas are adopting to tackle local community issues and bringing the learning back to Derbyshire where appropriate.
- 4.3 Review work is being undertaken into the workloads of Police Community Support Officers (PCSOs) to ensure that they have the opportunity to fully engage with their communities and have the time to invest in looking for longer term solutions – linking in with community members and partners.
- 4.4 The importance of the role of PCSOs in this area of work should not be underestimated. PCSOs support engagement within all areas of the community from youth engagement through to hard to reach communities and supporting vulnerable people. They are the eyes and ears on the street and the creators of intelligence pictures that allow us to prevent and tackle criminal behaviour.
- 4.5 The Force is utilising the officers it has recruited through the Police Now scheme to look specifically at problem solving with neighbourhood policing and improve its skills and approach. The ten Police Now officers are embedded within SNT's and have all created problem-solving plans that are relevant for their local areas. These have been presented at a force 'Problem Solving

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Impact Day' and work is ongoing to continue with the SARA principles to tackle the issues that have been identified as most problematic by local communities.

4.6 The Constabulary is continuing to develop its problem-solving approach by introducing the Prevention, Partnership and Collaboration Department. This is led by a Chief Superintendent and a small team and is actively developing an operating model where problem solving becomes an inherent part of all force activity. Plans are being developed to invest additional staff, including Problem Solving Tactical Advisors, who are accredited experts in advising and coordinating problem solving activity.

4.7 Furthermore, the Constabulary has been working closely with the Safer Derbyshire Board, to review and refine priorities for partnership working, with prevention being a key theme to for Community Safety Partnerships to deliver upon.

5.0 Targeted Activity

5.1 The two key force innovation programmes will support SNTs to work more effectively and efficiently and to target their activities to the areas of greatest need. These include the National Enablers Programme (NEP) which improves how staff work together along with more effective tasking and information sharing. This is combined with the force Business Intelligence and Analytics programme which creates dashboards providing SNTs with real-time information about crime within their local area. It allows them to view the data at a macro level looking for long term trends, as well as to drill down into the micro level and see what incidents have occurred and the details behind this.

5.3 A key tool for engagement is Derbyshire Alert, which has been heavily supported by the PCC. This support community feedback allowing for a two-way dialogue between the police and communities and can help highlight where activity can be targeted. 'Derbyshire Talking' is an initiative that has been launched over the past few months, being led by PCSO Supervisors. This utilises a survey tool that is integrated with Derbyshire Alert and allows SNT's to survey local communities to understand what is important to them and to target entrenched issues.

5.4 Due to their local understanding, SNTs play an important role in work with specialist policing teams dealing with issues such as modern slavery, children at risk of exploitation or counter terrorism. Their local knowledge helps develop the intelligence picture and supports the work of these specialist teams.

5.5 Work is underway to develop youth engagement teams to increase the knowledge and awareness of young people who may be facing challenging circumstances that will enable early interventions. This will be particularly beneficial when dealing with issues such as County Lines.

5.6 Work is being carried to support a common approach, ensuring the force achieves best practice. Guidelines around school inputs and what SNTs should be delivering are being created, providing lesson plans so the messages delivered are consistent and clear.

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- 5.7 PCSOs will be the key point of contacts for schools and should ensure the delivery of material is within the force's remit, and supportive of the organisations and student's needs, e.g. it would be another agency's responsibility to deliver an input on mental wellbeing, however the force should be delivering Project Zao (the Force's knife crime initiative) inputs.

6.0 Promoting the right culture

- 6.1 This work includes achieving sustainability in policing areas, recognising that the public want to see this area of policing maintained or increased. Therefore, the focus is around ensuring outcomes are based on visibility, engagement and long-term problem solving with partners.

- 6.2 Through recent investments in this area we have seen PSCO Supervisory roles developed to support the work of PCSOs as well as Police Staff Investigators who are able to support activity. 2019/20 saw the following increases due to investment:

- 20 additional SNT Constables
- 11 PCSO Supervisors
- 3 PCSO (including 2 digital PCSOs)
- 11 Neighbourhood Enquiry Officers
- 22 Detective Staff Investigators
- 2 Community Speedwatch Coordinators
- 8 Officers dedicated to the Rural Policing Team

2020/21 will see a further 20 PCSOs added to the workforce to further support this work.

- 6.3 Neighbourhood Profiles have been completed and continue to be developed for all areas to ensure that the force understand the key local issues as well as who the significant partners and local community contacts are in each area.
- 6.4 A vital tool in engaging with large numbers of community members is the use of social media. Work is ongoing to support the effective and appropriate use of social media to maximise its benefits.
- 6.5 As previously stated, Derbyshire Alert is another tool the force is using to promote dialogue between communities and SNTs. Survey tools on the system will help ensure that enforcement activity is proportionate and necessary to community needs and is based on evidence.

7.0 Building Analytical Capability

- 7.1 An unintended consequence of austerity has been a diminution of the analytical capabilities of police forces across the country. This in turn has led to a reduction in the understanding of the drivers of crime and the impact and effectiveness of police and/or partner interventions. This is at a time where modern culture is inherently based upon the generation and consumption of large amounts of digital data and contact via diverse electronic means is very much the norm.

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- 7.2 The Force Business Intelligence and Analytics Programme has been in place for over eighteen months and its work recognises the need to become a data driven organisation. The Programme has created cloud-based technology that enables data to be configured and presented in data dashboards that give live time insights at all levels within the organisation. An SNT dashboard has already been developed that shows live time crime information, allows instant self-briefing and informs patrol and preventative activity to deal with crime hotspots.
- 7.3 Through the roll out of the National Enabling Programme, forces should see greatly increased opportunities to understand what the data is telling them and how effective they are being at tackling local issues.
- 7.4 The PCC has previously reported to the panel on the use of the ECINS tool to help share information between the force and partners, primarily local Community Safety Partnerships. Whilst this tool continues to offer significant benefits the Force are also seeking to understand what opportunities the move to Office 365 will bring for appropriately sharing data with a variety of partners who are also using this platform.
- 7.5 It should not be forgotten that a strong analytical capability will be key if the force are to successfully adopt the SARA approach to problem solving.

8.0 Developing Staff and Officers

- 8.1 The force has a strong desire to continue to professionalise the SNT roles. It has been recognised that there will need to be specific training rolled out to support staff and officers in their role. This is currently being undertaken with a specific focus on problem solving.
- 8.2 The implementation of NEP and Office 365 will support the sharing of information and best practice amongst teams and developments are underway to the force's Intranet to develop team spaces where information about changes to legislation can be shared as well as discussions about approaches that have been successfully adopted in specific areas can be shared between SNTs.
- 8.3 Scoping work is being completed to understand what national training is being offered to neighbourhood teams across the country. Continual Professional Development is vital to ensure we support our staff and officers to provide the best service we can to our communities.

9.0 Developing Shared Learning

- 9.1 As has previously been stated, new methods of sharing information and best practice are being rolled out across the force to support the development of SNTs. An 'SNT Communities Platform' is now available on Connect (Force Intranet) to maximise opportunities to share learning with all SNT's across the County. Also, 'Shared Learning Days' are being employed to promote ongoing work that is taking place across the force; ensuring that effective projects are highlighted and available to all.
- 9.2 The force continues to seek examples of best practice from elsewhere and

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using these to continuously improve the development of work within Derbyshire.

- 9.3 As previously mentioned, a Partnership, Prevention and Collaboration Team has been established to ensure the maximum benefits are realised through our partnership activity with the County and City and the local CSPs. This is also supporting the professionalisation of the SNT roles, standardising the force approach and maximising its benefits for our communities.

10.0 Operation Relentless

- 10.1 Following the increase in Council Tax precept agreed by the Panel, the PCC and Chief Constable agreed to invest in a refresh of the Operation Relentless approach to tackling volume issues within communities.
- 10.2 Specific areas of focus include targeting burglars, car thieves and those involved in robbery offences.
- 10.3 Officers have been carrying out a series of warrants, identifying handlers of stolen goods, conducting checks of scrap metal dealers and locking up suspects in a concerted effort to reduce burglary, auto crime and robbery.
- 10.4 SNTs will be engaging with local people to mark items and issue crime prevention advice to keep themselves, their homes and vehicles safe.
- 10.5 A proactive media plan is in place to inform the public about Operation Relentless activity and to share results. As part of the campaign journalists are being invited to accompany officers on a series of warrants and events to help also raise public awareness of the activity that is taking place.
- 10.6 The Operation will run for the next year; as part of the suite of activity, there will be the opportunity for Local Policing inspectors to bid for funding to facilitate innovative problem-solving projects to tackle issues that are a concern to local communities. These projects will be informed by 'Derbyshire Talking' and the 'Derbyshire Alert Survey Tool' which will provide an evidence base for identifying what matters most to local communities.
- 10.6 In summary, Neighbourhood policing is at the heart of public confidence and feelings of safety. The force recognises this and is ensuring it develops best practice, has a sustainable partnership problem solving approach and mindset, with professionalised roles and motivated staff to deliver the best outcomes and services that it can.

Contact details in the event of enquiries	Name: Hardyal Dhindsa External telephone number: 0300 122 6000 Email address: pccoffice@derbyshire.pnn.police.u
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APPENDIX A: Safer Neighbourhood Team Locations

SOUTH DIVISION

South Derbyshire

- Etwall, Hatton & Hilton
- Mercia
- Melbourne
- Gresley, Woodville & Swadlincote
- Newhall & Midway
- Linton, Overseal & Lullington

Derby East

- Alvaston
- Boulton
- Sinfyn & Osmaston
- Chellaston

Derby West

- Mickleover
- Littleover & Blagreaves
- Abbey
- Rose Hill
- Normanton

Derby North

- Mackworth & Morley
- Allestree & Darley
- Derby City
- Derwent & Oakwood
- Chaddesden & Spondon

Ilkeston

- Ilkeston Rural
- Cotmanhay & Shipley View
- Ilkeston Town
- Larklands and Gallows
- Kirk Hallam & Hallam Fields
- Borrowash & Ockbrook
- Long Eaton Rural
- Sandiacre
- Long Eaton North
- Long Eaton South
- Long Eaton Town

NORTH DIVISION

North East

- Killamarsh
- Eckington
- Dronfield
- Unstone & Rural
- Wingerworth & Rural
- Clay Cross
- North Wingfield, Pilsley, Stonebroom & Shirland
- Holmewood, Grassmoor, Calow & Arkwright
- Barlborough
- Whitwell
- Clowne
- Bolsover & Shuttlewood
- Creswell
- Scarcliffe
- Shirebrook
- Pleasley
- Tibshelf

Chesterfield

- Staveley
- Chesterfield Town Centre
- Brimington
- Dunston Moor & St. Helen's
- Hasland & St. Leonard's
- Hollingwood, Inkersall & Duckmanton
- Middlecroft & Poolsbrook
- Newbold & Brockwell
- Walton & West
- Whittington & Barrow Hill

Amber Valley

- Duffield, Belper Rural & Holloway
- Belper Town
- Kilburn
- Heage
- Alfreton Town
- South Normanton & Pinxton
- Somercotes & Riddings
- Alfreton Rural
- Ripley Town Centre
- Codnor, Waingroves & Langley Mill
- Heanor & Loscoe
- Quarndon & Kirk Langley
- Shipley, Smalley & Horsely

Derbyshire Dales

- Ashbourne
- Bakewell, Sheldon over Haddon & Ashford
- Darley Dale & Winster
- Hathersage
- Hullands & Brailsford
- Marston & Clifton
- Matlock Bath, Cromford & Bonsall
- Matlock
- Stanton, Youlgreave & White Peak Villages
- Tideswell, Litton, Baslow & Beeley
- Tissington & Carsington
- Wirksworth & Middleton

High Peak

- Buxton Rural East
- Buxton Rural West
- Buxton Town
- Chapel & Chinely
- Fairfield
- Gamesley & St. Johns
- Glossop Town Centre
- Hadfield & Tintwistle
- Hope Valley
- New Mills & Hayfield
- Whaley Bridge



Sign up today ...to be aware of crime updates and local policing news in your area

Derbyshire Alert is a free two-way community messaging service that allows Derbyshire Constabulary to send out messages on local crimes, good news, community events and crime prevention.

- Choose the information you would like to receive
- Manage your own account on line
- Receive and reply to messages from your local Safer Neighbourhood policing teams
- Work together with us to tackle crime and anti-social behaviour in your area

Log on and sign up to create your profile at:

www.derbyshirealert.co.uk

to receive emails, and urgent messages by text and voice mail.

Remember to activate your account from your initial sign-up email.



Learn about

Bogus callers

Burglaries & thefts

Suspicious persons

Suspicious vehicles

Police witness appeals


Missing person appeals

Community meetings

Crime prevention advice

 **101** in an emergency always call 999
www.derbyshire.police.uk

 @DerbysPolice

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Making Derbyshire Safer **Together**



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DERBYSHIRE POLICE AND CRIME PANEL25th June 2020**Report of the Director of Legal and Democratic Services of Derbyshire County Council****ANNUAL RETURN FOR GRANT FUNDING FOR APRIL 2019 TO MARCH 2020****1. Purpose of the Report**

To consider the position regarding grant funding available to the Police and Crime Panel from the Home Office for the period of April 2019 to March 2020 and to inform Members of the grant funding available for the year 2020/2021.

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. Details of the return for 2019-2020 were provided to the Home Office in early March and are attached at Appendix 3.

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. For this year costs claimed have included the training session provided by Frontline Consulting in October 2019 (please note that on the return, this cost has erroneously been recorded as recruitment – no recruitment costs have been incurred this year); attendance at the National Conference for Police (fire) and Crime Panels in November 2019; subscriptions to the regional network and the national network; and catering for the training event and meetings.

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.

Details of the grant for the financial year 2020/2021 have now been received and a letter dated 29th May confirming a grant of up to £67,100 is attached at Appendix 4. A report regarding the formulation of a plan to maximise the use of the available funding will be brought for consideration by the Panel to the next meeting.

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 for the year April 2019 to March 2020;

7.2 the funding available for the year 2020/2021; and

7.3 that a report regarding the formulation of a plan to maximise the use of available funding will be brought for consideration by the Panel to the next meeting .

Simon Hobbs
Director of Legal & Democratic Services
Derbyshire County Council



Home Office

Police Strategy and Reform Unit
6th 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
6th 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"¹ 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.

¹ <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')². 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.

² <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:
- a. Government Functional Standard for General Grants³, and
 - b. 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:
- a. 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,
 - b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
 - c. ensure that all funded activities are fully reported on,
 - d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
 - e. 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.

³ <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 individual⁴. 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).

⁴ <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 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

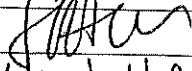
August 2019

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.

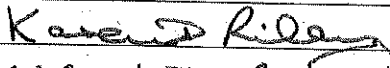
Senior Finance Officer (if different to above)

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:	ME3 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"> - copy of the Agreement appropriately signed / authorised by the Parties, and - completed Annex A claim request form (mid-year)
2019/20	-	6 March 2020	Outturn Forecast	<ul style="list-style-type: none"> - Completed forecast as detailed in Schedule 4. - Completed financial and performance reports as detailed in Schedule 3.
2019/20	2	31 July 2020	End-year claim	<ul style="list-style-type: none"> - A completed Annex A claim request form (end-year) - A completed outturn statement form (Annex B)

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 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.

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

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- 3.8 Additionally, the Recipient will notify the Authority as soon as reasonably practical of:
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 - 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.

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- 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.

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 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 st 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

Recipient: Derbyshire County Council	Grant Stream: Police and Crime Panels
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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
(3) Funding request for this period		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.

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

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.

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

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 values⁵, 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 control⁶ 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

⁵ 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.

⁶ <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			

2. Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.
3. 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
6th 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 DBC Reprographics	23.72		23.72		23.72-
* Over/Underabsorption	44,801.80-		44,801.80-		44,801.80

Accrual for Police & 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			<u>27,475</u>	

Corporate Resources)

and to do for the grant.

APPENDIX 4

Accrual for Police and Crime Panel Grant 2017/18

Staff hours	Hours	Hrly rate	Amount
J Mc	70	115.83	£8,108.10
Liz Wild (legal services)	40	115.83	£4,633.20
Accountancy (RKA/PH last year)	42	68.05	£2,858.10
IW	110	28.98	£3,187.80
DR	420	34.11	£14,326.20
JW	98	34.11	£3,342.78
RS	70	34.11	£2,387.70
			Total £38,843.88

Handwritten notes:
 £8,108.10 } £201001
 £4,633.20 } 12,741.80
 £3,187.80 } £201000
 £14,326.20 } 17,514.00
 £3,342.78 } £201000
 £2,387.70 } 5,720.48

Other

Recruitment/training	847.80
Catering	220.60
Total £1,068.40	

Total claim 2017/18

£39,912.28

Act/Plan/Commit					
Cost Element	Actual	Commitment	Allocated	Plan	Available
11000 Recruitment Expenses	847.80		847.80		
11100 Catering functions	220.60		220.60		847.80-220.60
* Over/Underabsorption	1,068.40		1,068.40		1,068.40

Page: 2 / 2
 Column: 1 / 2
 Reporting period: 1 to 12 2017

SCHEDULE 4 – Outturn forecast

To be returned to the authority by 9th 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 (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
Total			10,657.00

Act/Plan/Commit.	Page:	2 / 2			
Cost Center/Group NE30000 Person responsible John Cooper Reporting period 1 to 12 2018	Police and Crime Pan	Column: 1 / 2			
Cost Elements	Actual	Commitment	Allocated	Plan	Available
118100 Recruitment Expenses	200.00		200.00		200.00-
122010 Hire of Rooms	60.00		60.00		60.00-
132000 Staff Public Transport	210.70		210.70		210.70-
210000 Govt Grant Specific	32,871.40		32,871.40		32,871.40
313151 Catering Functions	11.70		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	
Total claim	482.40	11,139.40

emailed 14.03.2019 16:23pm



Police Strategy and Reform Unit
6th Floor Fry Building
pccpartnersenquiries@homeoffice.gsi.gov.uk

Claire Bell
County Hall
Matlock
DE4 3EG
claire.bell@derbyshire.gov.uk

29 May 2020

Dear Claire

**DERBYSHIRE POLICE AND CRIME PANEL GRANT –
FINANCIAL YEAR 2020/21**

I am writing to confirm the offer of a grant of up to £67,100 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, PCP's 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,

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Head of PCC Policy, Scrutiny & Accountability