



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: CHIEF EXECUTIVE

DECISION NO. 2014/02

REASON FOR SUBMISSION: FOR DECISION

SUBMITTED TO: POLICE & CRIME COMMISSIONER (PCC)

SUBJECT: THE HENDERSON TRUST CRIME AND DISORDER REDUCTION GRANT

SUMMARY: The Crime and Disorder Reduction Grant will be used for a 3 year outreach project to work with disadvantaged and socially marginalised young people, at risk of, or already engaged in antisocial behaviour and crime.

This project is based in one of the most socially deprived areas of Norwich, North and West Earlham, Marlpit and Larkman, it will address the exploitation of young people, including sexual exploitation and grooming into crime.

Interventions will be made, 'on the ground', to deliver intensive support to individuals and their families and will also generate information which can be used to reduce crime. A key element will be partnership working across the voluntary sector and the statutory services which directly support this group.

Young people may be referred to the project by other organisations or may self-refer, additionally; young people will be referred to other organisations as needs dictate.

The project will be administered by the Henderson Trust and overseen by a Steering Group. Half yearly reports will be provided to the PCC.

RECOMMENDATION: That the PCC for Norfolk, endorses the Henderson Trust Crime and Disorder Reduction Grant.

OUTCOME/APPROVAL BY: PCC

The above request has my approval

Signature

A.W. Bett

Date 9/1/14.

DETAIL OF THE SUBMISSION

1. KEY ISSUES FOR CONSIDERATION:

- 1.1 Section 9 of the Police Reform and Social Responsibility Act 2011 sets out that a Police and Crime Commissioner (PCC) may make a Crime and Disorder Reduction Grant to any person. A Crime and Disorder Reduction Grant is a grant, which in the opinion of the PCC, will secure, or contribute to securing, crime and disorder reduction in the PCC's Local Policing Area. The PCC may make the Crime and Disorder Reduction Grant, subject to any conditions, which the PCC thinks appropriate. The PCC's Crime and Disorder Reduction Objectives are set out within the Police and Crime Plan.
- 1.2 The Henderson Trust has developed this outreach project in consultation with Norfolk Constabulary and the Office of the Police and Crime Commissioner for Norfolk. A Service Level Agreement is included at Appendix A.
- 1.3 The project is based in one of the most socially deprived areas of Norwich, North and West Earlham, Marlpit and Larkman, it will address the exploitation of young people, including sexual exploitation and grooming into crime. Interventions will be made, 'on the ground', to deliver intensive support to individuals and their families and will also generate information which can be used to reduce crime. A key element will be partnership working across the voluntary sector and the statutory services which directly support this group.
- 1.4 Young people may be referred to the project by other organisations or may self-refer, additionally; young people will be referred to other organisations as needs dictate.
- 1.5 The project will be administered by the Henderson Trust and overseen by a Steering Group. Half yearly reports will be provided to the PCC.

2. FINANCIAL IMPLICATIONS:

- 2.1 The project will be funded by 3 consecutive annual Crime and Disorder Reduction Grants of £41,200, payments will be made at 6 monthly intervals following receipt of 6 monthly progress reports.

3. OTHER IMPLICATIONS AND RISKS:

None.

PUBLIC ACCESS TO INFORMATION: *Information contained within this submission is subject to the Freedom of Information Act 2000 and wherever possible will be made available on the OPCC website. Submissions should be labelled as 'Not Protectively Marked' unless any of the material is 'restricted' or 'confidential'. Where information contained within the submission is 'restricted' or 'confidential' it should be highlighted, along with the reason why.*

ORIGINATOR CHECKLIST (MUST BE COMPLETED)	PLEASE STATE 'YES' OR 'NO'
Has legal advice been sought on this submission?	No
Has the PCC's Chief Finance Officer been consulted?	Yes
Have equality, diversity and human rights implications been considered including equality analysis, as appropriate?	Yes
Have human resource implications been considered?	Yes
Is the recommendation consistent with the objectives in the Police and Crime Plan?	Yes
Has consultation been undertaken with people or agencies likely to be affected by the recommendation?	No
Has communications advice been sought on areas of likely media interest and how they might be managed?	Yes
In relation to the above, have all relevant issues been highlighted in the 'other implications and risks' section of the submission?	Yes

APPROVAL TO SUBMIT TO THE DECISION-MAKER (this approval is required only for submissions to PCC and DPCC).

Chief Executive

I am satisfied that relevant advice has been taken into account in the preparation of the report and that this is an appropriate request to be submitted to the PCC.

Signature:



Date

8-1-14

Service Level Agreement –

Letter of Agreement between Office of the Police and Crime Commissioner for Norfolk (OPCCN) and the Henderson Trust

This agreement is made on 9th of JANUARY 2013 4

Between:

- (1) OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2) Henderson Trust, Henderson Business Centre, 51 Ivy Road, Norwich, Norfolk, NR5 8BF ("the Project Lead")

Background to this agreement

1. The purpose of this agreement is to enable the delivery of a project for the period 18 November 2013 until 18 November 2016, by payment of a Crime and Disorder Reduction Grant from OPCCN of £41,200 per annum. The details of the project, the intended outcomes, performance targets and the manner in which the activities are to be performed are set out in the attached Annex A.
2. The parties have agreed to proceed on the terms and conditions set out in this Agreement and in consideration of the various rights and obligations set out below.

Terms of this agreement

1. Duration

- 1.1. It is expected that the Agreement will continue from the date the Agreement is signed (see top of page) for the duration of the project, which has a projected end date of 18 November 2016. OPCCN will not be responsible for arranging or providing funding for the project after 18 November 2016.

2. Activities

- 2.1. The Project Lead is allocated the Crime and Disorder Reduction Grant of £41,200 per annum for provision of the project and activities.
- 2.2. The Project Lead shall provide the project and the activities with reasonable care and skill and in accordance with Annex A to this Agreement.
- 2.3. The Project Lead shall provide the project and the activities so as to meet the performance targets and the outcomes agreed.

3. Monitoring

- 3.1. OPCCN shall monitor the performance of the Project Lead against the agreed outcomes and performance targets of the project and the grant provided.
- 3.2. Monitoring will take place at least twice per year. The Project Lead is responsible for providing written progress reports on a six monthly basis.
- 3.3. Progress reports shall be completed by the Project Lead within 20 working days following the end of March and the end of September. This will set out progress

towards achieving the outcomes and performance targets together with budget information.

- 3.4. OPCCN reserves the right to be able to monitor compliance with the terms of this Agreement more closely, should OPCCN feel this is necessary. The Project Lead will, if requested by OPCCN provide:
- access to and copies of all documentation and records relating to the performance or non-performance by the Project Lead of its obligations and reasonable access to all relevant materials, including (without limitation) information, premises, data, employees, agents, sub-contractors, software, hardware and other assets at all locations from which obligations of the project lead are being carried out;
 - all reasonable assistance.

4. Evaluation

- 4.1. The Project Lead shall additionally provide an annual draft written assessment of the impact of the project, including outcomes and performance targets together with budget information to reach OPCCN not later than 20 working days **before** the 31 March.
- 4.2. The Project Lead shall provide a final version of the above written assessment to reach OPCCN not later than 20 working days **after** 31 March, this may include the written progress report referred to at '3' above.
- 4.3. The Project Lead shall cooperate with OPCCN in respect of any recommendations concerning the delivery or development of the project made by the OPCCN in writing to enable the outcomes to be met.

5. Project Review

- 5.1. Six monthly monitoring of projects by OPCCN will enable progress to be assessed against the outcomes and performance targets.
- 5.2. OPCCN reserves the right to terminate the project in the event of unsatisfactory performance or non-delivery of agreed outcomes.
- 5.3. In the event of the OPCCN deciding to terminate prior to 18 November 2016, an exit strategy will be agreed between the parties, ensuring that reasonable notice is provided.

6. Payments

- 6.1. Subject to the Project Lead complying with its obligations under this Agreement. OPCCN shall make payments to the Project Lead at six monthly intervals, following receipt of the six monthly progress report, unless alternative arrangements have been agreed, in writing.
- 6.2. Invoices from the Project Lead shall detail the grant expenditure incurred in the previous period.
- 6.3. At the end of the grant period a final invoice will be required, summarising the total actual eligible expenditure incurred, not exceeding the value of the grant.
- 6.4. Where the Project Lead submits an invoice OPCCN will pay by BACS (or as otherwise agreed) to the project lead an amount equal to the amount claimed, up to the value of the grant, within 20 working days.
- 6.5. No payments will be made unless the six monthly written progress report has been received by OPCCN and an invoice received¹.

¹ Invoices must be sent to: Claire Buckley, OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW

6.6. The Project Lead shall identify any potential under or overspend, and notify this to OPCCN at the earliest opportunity.

7. Overspends

- 7.1. Should the costs of the project exceed the grant, OPCCN shall not be under any obligation to release extra funding to the Project Lead.
- 7.2. OPCCN shall not be responsible for making good any shortfall in funds to enable the project to be completed.
- 7.3. Where further funding is required in order to fulfil contractual commitments between the Project Lead and other parties, the Project Lead will be solely responsible for obtaining or providing such funding, and no such obligation will fall to OPCCN.

8. Underspends

- 8.1. The Project Lead shall use its best endeavours to use the total funding allocated to it, to deliver the activities, performance targets and the outcomes agreed.
- 8.2. In the event of any underspend of the total grant allocated OPCCN reserves the right to use it for alternative purposes.
- 8.3. If OPCCN retains any underspend, it shall be entitled to retain any interest earned thereon.

9. Audit Arrangements

- 9.1. OPCCN reserves the right to conduct or facilitate an audit of the project at any reasonable time.
- 9.2. The Project Lead shall ensure that copies of all supporting documentation are supplied to OPCCN on request and that original documentation is maintained and made available to auditors.
- 9.3. OPCCN will be permitted to:
 - 9.3.1. verify that management and control arrangements for individual projects have been set up and are being implemented in such a way as to ensure that funds are being used effectively and correctly;
 - 9.3.2. carry out spot checks, including sample checks, on the operations financed by OPCCN funds and on the management control systems;
 - 9.3.3. ensure that funds are used in accordance with the principle of sound financial management.

10. Records and Asset Register

- 10.1. The parties will compile and establish and maintain an inventory of all fixed assets acquired, built, or improved wholly or partly using OPCCN funds, whether owned by partners or third parties. A fixed asset is defined as an item that will not be used up within 12 months and which is not intended to be sold before the end of its useful life. Assets below £500 can be excluded.
- 10.2. The inventory will show the:
 - date of purchase;
 - description of the asset;
 - price paid net recoverable VAT;
 - location of the title deeds;
 - serial or identification numbers;
 - location of the asset;
 - date of disposal, and;
 - sale proceeds net of VAT.

11. Equality

- 11.1. The Project Lead shall be clear about the OPCCN's commitment to advancing equality, eliminating discrimination and promoting good relations (as set out in the PCC's Equality Statement).
- 11.2. This commitment shall be shared by the Project Lead, who must be able to demonstrate when asked how it is incorporated into its business. Failure to comply could result in the OPCCN being liable to legal action and the Project Lead being excluded from future commissioning/ contract tendering opportunities.

12. Data Protection

- 12.1. The parties agree to comply with the provisions of the Data Protection Act 1998 in so far as it relates to the performance of any of their obligations under this Agreement. The parties will take steps to authorise any necessary processing (including disclosure of data) regulated by the Data Protection Act 1998 necessary for the purposes of the project and shall make or amend any necessary notifications under that Act to the Information Commissioner.
- 12.2. The Project Lead may provide personal information of those participating in the project, to enable performance management. This will only be obtained by the Project Lead from the participants as a condition of their involvement on the project with their consent and understanding of the purpose that will be made of this information.

13. Confidentiality

- 13.1. The parties shall treat and keep confidential all information supplied to each other and will not disclose it to any third party save as required by law or save if the information comes into the public domain other than with the written consent to the other party or through the fault of the party disclosing the information or where the written consent of the party has been obtained.

14. Disclosure and Barring Service (DBS) checks

- 14.1. The Project Lead will ensure all staff and volunteers who will have unsupervised access to children or vulnerable adults have been DBS checked (previously CRB checks).

15. Premises and Facilities

- 15.1. The parties shall comply with all requirements of the Health & Safety at Work, etc Act 1974 and all regulations made under it and under any other legislation.

Insurance and Indemnities

- 15.2. Each party shall make arrangements for employers' liability insurance cover in the sum of £10million and a public liability policy in the sum of £5 million. A copy of these policies shall be produced to the other party immediately upon being requested to do so.
- 15.3. **Assets.** Ownership of any asset to remain with the Project Lead who will be responsible for any ongoing maintenance and repairs and must ensure the asset is covered by employers and public liability insurance as applicable.
- 15.4. **Force Majeure.** No party to this Agreement shall be liable to the other for its failure to perform any obligations under this Agreement to the extent that any such failure is caused by circumstances beyond its reasonable control.

16. Assignment and Subcontracting

- 16.1. No party to this Agreement may assign or subcontract its obligations or rights under the Agreement without the prior written consent of the other party.
- 16.2. **Variation.** Any amendments to this Agreement shall be made in writing and signed on behalf of both parties to the Agreement.

17. Publicity

- 17.1. All media releases by the Project Lead, publicity information, consultation materials etc. shall be agreed in advance with OPCCN.
- 17.2. The Project Lead shall bring to the attention of OPCCN any issues that are likely to impact significantly on the project, public opinion or the reputation of the parties to this Agreement, as soon as these are known.

18. Third Parties

- 18.1 The parties to this Agreement do not intend that it will operate to confer any rights on any person who is not a party to the Agreement.

19. Signatories To The Agreement

Signed for and on behalf of OPCCN.



.....
 Name: MARK STOKES
 Position: CHIEF EXECUTIVE
 Date: 17/01/2014.....

Signed for and on behalf of the Henderson Trust



.....
 Name: NICHOLAS CRAIG
 Position: CEO
 Date: 20.01.14.....

Annex A

Service Level Agreement (SLA) for the implementation of a Project to work with disadvantaged and socially marginalised young people, at risk of, or already engaged in antisocial behaviour and crime.

The Aim of this SLA Annex is to provide further guidance for the delivery agency to make sure all are clear on the expected outcomes of the activities.

Project Lead

This outreach project is based in one of the most socially deprived areas of Norwich, North and West Earlham, Marlpit and Larkman, and engages with disadvantaged and socially marginalised young people, at risk of, or already engaged in anti-social behaviour and crime. This proposal will address the exploitation of young people including sexual exploitation and grooming into criminality by London/Essex based gangs who are known to work in the area.

This intervention will work 'on the ground' to deliver intensive support to individuals and their families and will also generate information and other intelligence which can be used to support the aims of reducing crime and criminality. A key element of the proposal will be partnership working across the voluntary sector and the statutory services which directly support this group.

All activities will be delivered within the context of the 'tiered approach' to intervention endorsed by Norfolk Constabulary and other, key partners. It is anticipated that this project will contribute directly to two of the priority areas (Prevention, Enforcement and Justice, and Engagement and Early Intervention) identified in Norfolk Constabulary's draft Children and Young People Strategy 2013-16, and will contribute indirectly to the third (Sharing Information and Exploiting Technology).

Young people may be referred to the intervention by other organisations or may also self-refer to the project. Additionally, young people will be referred to other organisations as needs dictate.

Activities planned 2013/14 include:

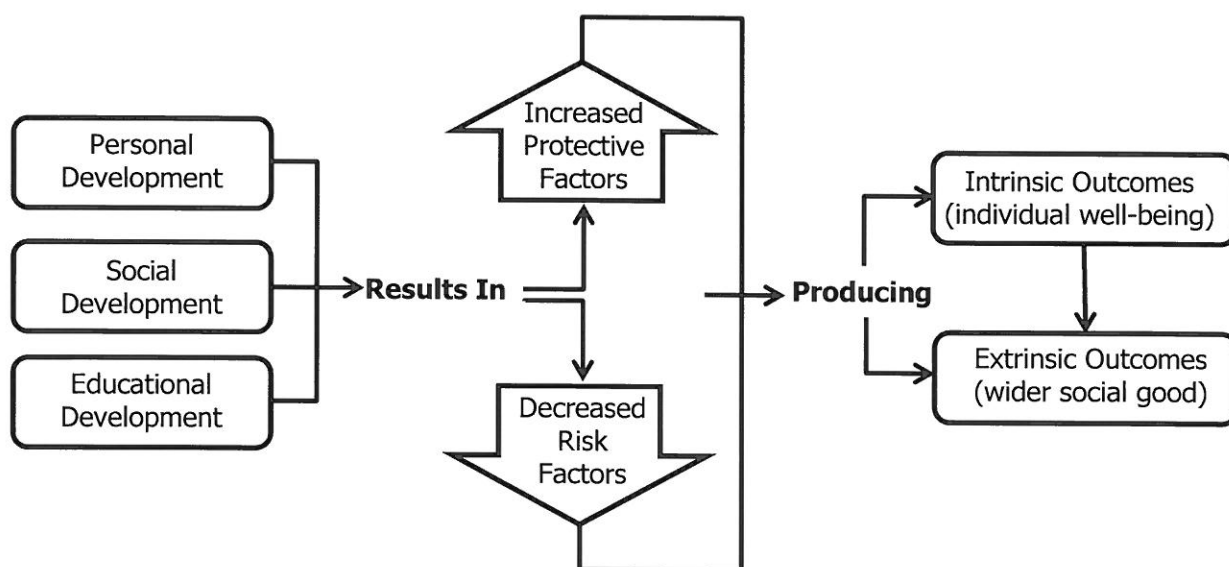
- Identification and contact with key partners to include
 - Norfolk Constabulary
 - Norfolk County Council – relevant teams
 - Norwich City Council – relevant teams
 - Housing Associations
 - Benjamin Foundation
 - YMCA
 - YOT
 - Probation Service
 - Matrix Project
 - Medical Services – GPs, health visitors etc
 - Chapelfield Custody and Community Project
 - Britannia Enterprise Norwich (the new cafe)
- Creation of steering and working groups

- Creation of operational networks
- Production of literature and materials (and social media equivalents)
- Production of various reports as required

Outcomes

The project will improve the life chances of vulnerable young people living in a disadvantaged area of Norwich. This will be achieved through the provision of advice, guidance and support from a network of statutory bodies and other agencies.

The project will be based upon the principle of personal, social and educational development leading to positive personal and social outcomes.



The project will make an estimated 50 primary contacts who will be the clients. An additional 200 secondary contacts will be made who will be the families, friends and associates of the primary contacts.

Following an initial assessment of their circumstances, clients will contribute to the development of a plan which will address any immediate needs and which will identify and address medium to longer-term goals.

'Progress' within a plan will be achieved through the efforts of the client and the support and guidance provided to that person by the Project Manager and the workers of those agencies identified as being able to provide the most relevant and appropriate help.

The following positive outcomes will be achieved:

- Initial assessment and containment of issues
- An increase in the number of clients entering employment, education or training
- An increase in the number of clients having stable accommodation
- A reduction in offending behaviours
- Increased participation in positive diversionary activities

- Reduction in alcohol/drug use
- Increased awareness of positive relationships

The progress of all clients will be measured and recorded quarterly and/or on the achievement of agreed milestones. The Warwick-Edinburgh Mental Wellbeing Scale will be used for all assessments.