



# OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

**ORIGINATOR:** Chief Executive

**DECISION NO.** 2014/13

**REASON FOR SUBMISSION:**

For Decision

**SUBMITTED TO:**

Police & Crime Commissioner (PCC)

**SUBJECT:**

Norfolk Youth Offending Team - Crime and Disorder Reduction Grant

**SUMMARY:**

This Paper relates to a Crime and Disorder Reduction Grant to Norfolk Youth Offending Team for the continuation of provision of the Youth Inclusion and Support Panel Programme (YISP) in Norfolk for a further year, from 1 April 2014 until 31 March 2015.

**RECOMMENDATION:**

It is recommended that the PCC for Norfolk, endorses the Crime and Disorder Reduction Grant to the Norfolk Youth Offending Team for the continuation of this Programme until 31 March 2015.

**OUTCOME/APPROVAL BY:** PCC

*The above request has my approval*

**Signature**

**Date** 28/5/14

## **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 PCC previously made a Crime and Disorder Reduction Grant to Norfolk Youth Offending Team for £114,000 from 1 April 2013 until 31 March 2014 for the provision of the Youth Inclusion and Support Panel Programme (YISP). A Service Level Agreement (SLA) was developed and the organisation has submitted update reports to the PCC, demonstrating consistent performance over the year.
- 1.3 This Paper relates to the continuation of this Programme for a further year until 31 March 2015 by way of extending the SLA.

### **2. FINANCIAL IMPLICATIONS:**

- 2.1 In accordance with the SLA at Appendix A, the Programme will be funded by 4 quarterly payments to the provider, following receipt of 3 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.*

<b>ORIGINATOR CHECKLIST (MUST BE COMPLETED)</b>	<b>PLEASE STATE 'YES' OR 'NO'</b>
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**

28.5.14

# Service Level Agreement – Norfolk Youth Offending Team (YOT)

## Letter of Agreement between Office of the Police and Crime Commissioner for Norfolk (OPCCN) and Norfolk Youth Offending Team

This agreement is made on 1<sup>st</sup> of April 2014

### Between:

- (1) OPCCN, Building 8, Jubilee House, Falconers Chase, Wymondham, NR18 0WW.
- (2) Norfolk YOT, County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH (“the Project Lead”)

### Background to this agreement

1. The purpose of this agreement is to enable the continuation of a project, originally initiated by Norfolk County Community Safety Partnership (NCCSP), for the period 1<sup>st</sup> April 2014 to 31<sup>st</sup> March 2015, by payment of a Crime and Disorder Reduction Grant from OPCCN of £114,000. 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 31<sup>st</sup> March 2015. This period of time provides the opportunity for the Project Lead and relevant agencies to consider alternative funding sources. OPCCN will not be responsible for arranging or providing funding for the project after 31<sup>st</sup> March 2015.

#### 2. Activities

- 2.1 The Project Lead is allocated the Crime and Disorder Reduction Grant of £114,000 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 quarterly. The Project Lead is responsible for providing the performance information in Annex A on a quarterly basis.
- 3.3 Performance information shall be completed by the Project Lead within 6 weeks following the end of each quarter. 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 provide a draft written assessment of the impact of the project, including outcomes and performance targets together with budget information for the first 9 months of the year to reach OPCCN not later than 20 working days **before** the 31 March 2015.
- 4.2 The Project Lead shall provide a final 12 month version of the above written assessment to reach OPCCN not later than 10 weeks **after** 31 March 2015.
- 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 Quarterly 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 31 March 2015, an exit strategy will be agreed between the parties, ensuring that reasonable notice is provided.

#### **6 Payments**

- 6.1 The Project Lead shall provide a quarterly progress report, which will include detail of the grant expenditure for that same period within 6 weeks of the quarter end.
- 6.2 The OPCCN will inform the Project Lead of any concerns relating to the content of the report within 20 days of receiving it.
- 6.3 The Project Lead will submit invoices<sup>1</sup> on a six-monthly basis, which the OPCCN will pay up to the value of the grant within 20 working days.
- 6.4 No payments will be made unless the quarterly written progress report has been received by OPCCN and an invoice received.
- 6.5 The Project Lead shall identify any potential under or overspend, and notify this to OPCCN at the earliest opportunity.

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

## **7 Overspends**

- 7.1 OPCCN shall not be responsible, nor obligated for releasing additional funding to cover any shortfalls to enable the project to complete. Any additional funding is solely the responsibility of the Project Lead to source such funding.

## **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 retain the under spend, along with any interest earned on it, and to use it for alternative purposes.

## **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.

## **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: ..... 28.5.2014 .....

Signed for and on behalf of Norfolk Youth Offending Team



Name: C J Small

Position: Service Manager – Youth Justice, Norfolk Youth Offending Team,  
Children's Services, Norfolk County Council

Date: 27<sup>th</sup> May 2014



## **Annex A**

Service Level Agreement (SLA) for the provision of the Youth Inclusion and Support Panel Programme (YISP) in Norfolk.

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**

- The Youth Inclusion and Support Panel programme (YISP) is the early intervention activity within Norfolk Youth Offending Team, working with children and young people referred by a wide range of agencies because they are deemed at risk of involvement in offending or anti social behaviour.
- The Project Lead shall ensure both criminal and anti social behaviour prevention activity is delivered through integrated mainstream services via the three NYOT offices in King's Lynn, Norwich and Great Yarmouth.
- 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.

### **Outcomes and Performance Targets**

To reduce the demand for policing services and those of partner organisations, through preventative and restorative approaches, making interventions at the earliest opportunity.

To support groups at risk of being a victim or offending, such as young people, recognising that young people are more likely to be victims than perpetrators of crime.

- Reduce the number of first time entrants into the Youth Justice System.