



OFFICE OF THE POLICE & CRIME COMMISSIONER FOR NORFOLK

ORIGINATOR: Chief Executive

DECISION NO. 2014/33

REASON FOR SUBMISSION: For Decision

SUBMITTED TO: Police and Crime Commissioner

SUBJECT:

Harbour Centre – Funding for a Child Advocate post.

SUMMARY:

The development of the role of the Child Advocate located at the Harbour Centre, Norwich has much improved the support service provided for child victims of sexual assault. During the first 12 months of the service 56 young people between the ages of 0 and 17 have been supported through an extremely difficult time for them.

Norfolk Police and Crime Commissioner, recognises the value of this work and how essential it is that the service is not lost due to lack of funding. The provision of 1 FTE post to continue this role is seen as a minimum requirement in the support of child victims of this type of crime.

A total of £40,000 had been allocated to this work, in order that the service can continue to grow as further funding is identified from other sources. This will allow a better age related and geographic response to growing demand.

A copy of the grant agreement, providing details of the intended outcomes and activities of the project, is attached at Appendix 1.

RECOMMENDATION:

The PCC supports the allocation of £40,000 funding to the Harbour Centre with funding to be released in accordance with the grant agreement.

OUTCOME/APPROVAL BY: PCC

The recommendation as outlined above is approved.

Signature *A.W. Bett*

Date *12/9/14.*

DETAIL OF THE SUBMISSION

1. KEY ISSUES FOR CONSIDERATION:

- 1.1 The Harbour Centre established a Specialist Child Advocate 'FTE' post, in financial Year 2013/14. 56 child victims were supported by the post holder during the first year of this service. The combined agency funding for the post of Child SARC Advocate finished on the 31st March 2014.
- 1.2 The nature of this specialist post provides essential support to the most vulnerable victims, The Norfolk Police and Crime Commissioner has determined that this service will continue for the year 2014/15
- 1.3 The PCC is to continue this funding of £40,000 for the 12 months to 31st March 2015.
- 1.5 A copy of the organisation's grant agreement, providing details of their intended outcomes and activities, is attached as Appendix 1.

2. FINANCIAL IMPLICATIONS:

- 2.1 As indicated within the individual grant agreement.

3. OTHER IMPLICATIONS AND RISKS:

- 3.1 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?	Yes
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?	Yes
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

7.9.14



**OFFICE OF THE POLICE & CRIME
COMMISSIONER FOR NORFOLK**

Grant Agreement

Police and Crime Commissioner for Norfolk

AND

The Harbour Centre

Office of the Police and Crime Commissioner for Norfolk (OPCCN)
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW

1. Definitions

1.1 In this Grant Agreement:

- a) The "**Commissioner**" means the Norfolk Office of the Police and Crime Commissioner.
- b) The "**Funding Period**" means the period from 01/04/2014 to 31/03/2015.
- c) The "**Grant**" means the grant payable by the Commissioner to the Recipient under the terms of this Grant Agreement, the amount of which (the "**Grant Amount**") shall not be more than £40,000
- d) The "**Purpose**" is detailed in Schedule 1 and 2.
- e) The "**Recipient**" means the organisation to which the Grant is paid.
- f) "**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.

Terms and Conditions

2. Purpose and extent of the Grant

- 2.1 Further details of the Purpose of the Grant, the intended outcomes, the manner in which the activities are to be performed, together with project reporting requirements, are set out in the attached Schedule 2.
- 2.2 The Recipient may not use the Grant for any activities other than the Purpose, unless approved in writing by the Commissioner.

3. Grant Offer

- 3.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Commissioner offers to pay the Grant to the Recipient as a contribution towards eligible expenditure.
- 3.2 The Recipient acknowledges that the Commissioner agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement.

4. Amount of the Grant

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

5. Timing of the Grant

- 5.1 Payments will be made in advance, in accordance with Schedule 3.
- 5.2 In order for any payment to be released, the Commissioner will require the Recipient to:
 - a) have signed and returned a copy of this Grant Agreement to the Commissioner,
 - b) have invoiced the Commissioner for the amount payable in accordance with Schedule 3,
 - c) be in compliance with the terms and conditions of this Grant Agreement.
- 5.3 The Commissioner reserves the right to withhold all or any payments of the Grant if the Commissioner has reasonably requested information/documentation from the Recipient and this has not been received in the timescales reasonably required.

6. Eligible expenditure

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

7. Managing the Grant

- 7.1 Each party must notify the other of:
- (a) the nominated person who will act as the party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Commissioner may, in addition, ask the Recipient to clarify any information provided. If so, the Recipient shall comply with any reasonable request.
- 7.3 The Recipient will provide monitoring reports to the Commissioner as detailed in Schedule 2. Reports must be signed by the authorised representative.
- 7.4 The Recipient must notify the Commissioner as soon as reasonably practicable if an underspend is forecast. Any underspend of Grant funds must be returned to the Commissioner. Monies cannot be carried forward to the following financial year except with written consent from the Commissioner.
- 7.5 If an overpayment of the Grant has been made, the Commissioner will recover the payment. Grant funding cannot be increased if the organisation overspends.
- 7.6 The Recipient will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.

8. Legal compliance

- 8.1 Changes to the organisation's constitution or articles of association with regards to the funded project must not be made within the grant monitoring period without first notifying and obtaining the approval of Commissioner.
- 8.2 The Recipient must take all reasonable steps to ensure that it and anyone acting on its behalf complies with any applicable law (e.g. child protection) for the time being in force (so far as is binding on the Recipient).
- 8.3 No aspect of the activity funded by the Commissioner may be party-political in intention, use, or presentation.
- 8.4 The Grant may not be used to support or promote religious activity. This will not include inter faith activity.
- 8.5 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 (unless various grant streams are pooled). Details of the Grant must be shown separately in the organisation's accounts as 'restricted funds' and must not be included in its general funds. Copies of the relevant accounts must be provided if requested.

9. Procurement procedures

- 9.1 The Recipient must secure the best value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.
- 9.2 The Recipient is expected to comply with the Contract Standing Orders of its own organisation.

10. Financial or other irregularities

- 10.1 If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must (so far as it is lawfully able to do so) notify the Commissioner as soon as reasonably practicable, explain what steps are being taken to investigate the suspicion, and keep the Commissioner informed about the progress of the investigation.
- 10.2 For the purposes of Clause 10.1, "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended by the Commissioner.

11. Audit Arrangements

- 11.1 The Commissioner reserves the right to conduct or facilitate an audit of the project at any reasonable time, provided reasonable notice is given to the Recipient, the carrying out of the audit does not adversely interfere with any of the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient.
- 11.2 The Recipient shall ensure that copies of all applicable supporting documentation are supplied on request within reasonable timescales and that original documentation is maintained and made available to auditors.
- 11.3 The Commissioner will be permitted to 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; carry out spot checks, including sample checks, on the operations financed by the Grant and on the management control systems, provided that the same do not adversely interfere with the operations of the Recipient and any representatives of the Commissioner comply with any reasonable security requirements of the Recipient. The Recipient must ensure that funds are used in accordance with the principle of sound financial management.
- 11.4 In the event that the Commissioner requests any information under this Agreement which the Recipient considers to be confidential or contains confidential information about the finances, operations and clients of the Recipient, the Recipient may request that the Commissioner enters into appropriate confidentiality agreements before disclosure of such information. The Recipient shall not be deemed to have breached Clauses 5.3 or 7.2 of this Agreement if the failure to meet the required timescales is a result of the Commissioner failing to agree and return a requested confidentiality agreement or statement.

12. Breach of Grant Conditions

12.1 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 12.2 occur, then the Commissioner may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

12.2 The events referred to in Clause 12.1 are as follows:

- a) The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the agreement in advance of the Commissioner;
- b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Commissioner considers to be material;
- c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity;
- d) The Recipient materially changes the nature of its charitable objects and to an extent which the Commissioner considers to be significant or prejudicial;
- e) If the organisation does not follow appropriate child and vulnerable persons protection policies (if applicable).
- f) If the organisation closes down, goes into administration, receivership or liquidation.

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

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

13. Funding Period and Termination

13.1 The Commissioner does not commit to renew or continue financial support to the Recipient after the Funding Period.

13.2 The Commissioner may terminate this agreement forthwith by serving a written notice on the Recipient if the grant or any part of it is being used for any purpose other than the purpose set out in this Agreement.

14. Amendments to the Grant Agreement

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

15. Freedom of Information

- 15.1 Where applicable, the Recipient and the Commissioner are required to comply with the Freedom of Information Act 2000 (the "FOI Act"), any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
- 15.2 The Parties agree to assist and cooperate with each other to enable the other to comply with obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.

16. Transparency

- 16.1 The Recipient acknowledges that the Commissioner shall disclose payments made against this grant only to those persons who need to know for any legal, financial or regulatory purposes.
- 16.2 No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

17. Premises and Facilities

- 17.1 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.

18. Insurance and Indemnities

- 18.1 Each party shall make arrangements for employers' liability insurance cover in the sum of £10 million 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.
- 18.2 Assets. Ownership of any asset to remain with the Recipient 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.
- 18.3 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.

19. Assignment and Subcontracting

- 19.1 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.
- 19.2 Variation. Any amendments to this Agreement shall be made in writing and signed on behalf of both parties to the Agreement.

20. Publicity

- 20.1 All media releases by either party, publicity information, consultation materials etc. shall be agreed in advance with the other.

- 20.2 The Recipient shall bring to the attention of the Commissioner 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.

21. Notices

- 21.1 Any notice required to be given under this Agreement shall be given in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to the relevant party at the address set out below (or such other address as it shall previously have notified to the other party in writing). Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when delivered;
- (b) if sent by pre-paid first class post or recorded delivery at 10am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

Office of the Police and Crime Commissioner for Norfolk
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW

The Harbour Centre
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A notice required to be given under this Agreement shall not be validly given if sent by email.

22. No Waiver or Severability

- 22.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 22.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 22.3 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions or the remainder of the provision concerned shall continue in effect.

23. Third Parties

- 23.1 This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else. For the

avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement save that any entity in the Recipient's group may enforce this Agreement as if they were the Recipient.

24. Governing Law

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

ACCEPTANCE OF GRANT

The Harbour Centre accepts the offer of Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Recipient - Authorised Representative

Signature:	<i>Diana Baxter</i>
Name:	DIANA BAXTER
Date:	1/9/14
Position:	SARC MANAGER

Signed on behalf of the Commissioner:

Signature:	<i>[Signature]</i>
Name:	MARK STOKES
Date:	4.9.14
Position:	CEO

Date of issue of Agreement: 28/8/14

SCHEDULE 1 – THE PURPOSE

Purpose of the funding

A crime and disorder reduction grant is a grant which, in the opinion of the Commissioner, will secure, or contribute to securing, crime and disorder reduction in Norfolk.

The Grant can be used for:

- activities that aim to cut crime, prevent crime, reduce re-offending and other community safety activities;
- commissioning services, awarding grants to or match funding activities that aim to cut crime, prevent crime or reduce re-offending;
- activities that will help to create a sustainable community safety environment in Norfolk;

In addition, the responsibility for commissioning services for victims of crime is being transferred from the Ministry of Justice to PCCs along with the funding. PCCs may use the MOJ funding to:-

- build the capacity and capability of potential providers of services for victims (including potential providers of restorative justice services) from the voluntary, community and social enterprise (VCSE) sector;
- commission restorative justice services if capacity and capability are sufficient;
- prepare for local commissioning.

Specifically, this Grant is issued for the purpose(s) described in Schedule 2.

SCHEDULE 2 – PROJECT DETAILS (DELIVERABLES/REPORTING)

a) Purpose

The purpose of this grant is to provide specialist advocacy support to child victims of sexual offences aged 0 to 17 years who are referred to and or attending the County child sexual assault referral centre (Child SARC).

b) Intended outcomes

- Particularly vulnerable victims feel safer following advocacy contact
- Seamless and holistic support provided reducing anxiety
- Appropriate specialist support leading to improved outcome for victim
- Improved safety planning for victim in both immediate and longer term
- All victims requiring advocacy support are supported

c) The manner in which the activities are to be performed

Continued employment of a dedicated child advocacy support worker to maintain the service currently provided to young persons ages 0 – 17 years.

This post will be located within the Child SARC allowing early access to the victim affording the best opportunity for early intervention and support.

d) Reporting

A quarterly report should be provided to the OPCCN detailing:

- how the project is progressing
- any particular difficulties or successes
- any risks over and above those normally associated with this kind of project
- progress against the required outcomes
- any other relevant information

e) Evaluation

Within one month of the end of the project (i.e. by 30/04/2015) a full evaluation of the project should be provided detailing:

- how the project went
- any particular difficulties or successes
- final progress against the required outcomes
- any other relevant information

Note: Funding in subsequent years will be subject to the submission of a satisfactory evaluation report.

SCHEDULE 3 – PAYMENT SCHEDULE

Payment Reference	Payment date	Amount
1	01/04/2014	Up to 100% of total
2	Xx/xx/xx	Remaining sum

Process for Requesting Payment

Payment will be made in advance, and an invoice must be submitted.

Please email Claire Buckley at OPCCN (buckleyc@norfolk.pnn.police.uk) for a Purchase Order number and quote the value of the invoice. The invoice, showing the purchase order number can then be posted to the address below or emailed to Claire.

Office of the Police and Crime Commissioner for Norfolk
Building 8
Jubilee House
Falconers Chase
Wymondham
Norfolk
NR18 0WW