



## **CRIME AND DISORDER GRANT**

### **CONDITIONS OF AWARD**

A Crime and Disorder Grant of up to £85,000 is awarded to Positive Futures (Suffolk) in accordance with conditions detailed below. These conditions also include conditions specified by the Home Office<sup>1</sup> as relating to the Community Safety Fund, the applicability of which is transferred to Positive Futures.

#### **1. The Purpose of Crime and Disorder Reduction Grants**

- 1.1 Police and Crime Commissioners (PCCs) may commission services from anyone who can provide the community safety related services that the PCC believes will contribute to their police and crime objectives.
- 1.2 The PCC will award a Crime and Disorder Reduction Grant of up to £85,000 for the period 1 April 2013 to 31 March 2014 to Positive Futures for the purposes of delivering crime and disorder initiatives and activities.
- 1.3 The Grant is based upon the promises as set out in the business case submitted to the PCC by Positive Futures. All projects and initiatives delivered by Positive Futures must clearly set out the success criteria (e.g. intended outcomes, milestones, risks, etc.) and more specifically how the initiative will deliver clear and measurable outcomes against the PCC's Police and Crime Objectives, as set out in his Police and Crime Plan 2013-2017 (see Appendix 1 of the Plan).

#### **2. Conditions of Award**

- 2.1 This award will apply for one year only (2013/14). Payment of the award in 2013/14 does not confer any ongoing obligation by the PCC to make payments to Positive

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<sup>1</sup> Copy of the Home Office Grant Agreement attached for information.

Futures beyond 2013/14. Accordingly Positive Futures should not commit funding beyond the current financial year 2013/14 and initiatives/projects must deliver outcomes in the financial year 2013/14. Where there is a possibility that an initiative will not deliver outcomes until beyond 2013/14 or may require financial support beyond 2013/14 written approval must be sought from the PCC prior to awarding a grant.

- 2.2 Any third parties receiving funding from Positive Futures must be able to demonstrate how they will work towards a position of self-sustainability.
- 2.3 To avoid a long term commitment the grant should not normally be utilised to fund posts. If, as an exception, it is proposed to fund posts, approval must be sought from the PCC.
- 2.4 Positive Futures may not use the award for any activities other than those the Purpose (as defined at paragraph 1.1 above,) or as approved in writing by the PCC.
- 2.5 The funds provided under this award may not be used to purchase capital items.
- 2.6 This award is made only on the condition that the PCC receives the funds from the Home Office. Should such monies not be received the PCC owes no obligation to Positive Futures in respect of the funding. Should the Home Office for whatever reason require the repayment of the grant funding from the PCC then the funding must be repaid by Positive Futures to the PCC.

### 3. Bureaucracy

- 3.1 Positive Futures must be able to demonstrate that they are managing the grant in an efficient and effective manner, and are actively seeking to minimise bureaucracy and streamline processes in order to deliver the best possible outcomes. For these reasons funds may not be used towards any overheads/costs associated with the administration of Positive Futures.

### 4. Transfer of funds

- 4.1 Positive Futures will invoice the PCC on a quarterly 'in arrears' basis, after which transfer of funds will be arranged.

- 4.2 Payment will be made to Positive Futures within 21 working days of the receipt of a payment request and must be accompanied by the appropriate monitoring information.
- 4.3 The PCC is not permitted to pay in advance of need. If the PCC reasonably believes that payment is being made in advance of need, the PCC may change the timing and/or the amount of any payments.
- 4.4 In order for any payment to be released, the PCC will require Positive Futures to:
- have accepted these conditions by signing and returning a copy of this Conditions of Award agreement,
  - have provided appropriate bank details, and
  - be in compliance of the terms of award.
5. Monitoring
- 5.1 Positive Futures will formally report on progress including financial monitoring and outcomes of projects to the PCCs public accountability meetings via the PCC's Accountability and Performance Panel on dates as determined by the PCC's Chief Executive. These are likely to be:
- 13 August 2013;
  - 31 October 2013 or 5 December 2013 (date to be agreed with the PCC and will depend on expected progress of projects/initiatives).
- 5.2 An end of year report on the award of grants and outcomes shall be presented to the PCC on a date to be specified by the PCC.
- 5.3 Monitoring reports will be in the standard format required for meetings of the PCC's Accountability and Performance Panel meetings. A report template and further advice can be obtained from the PCC's Chief Executive.
- 5.3 The PCC is required to submit regular financial monitoring information to the Home Office as detailed in Schedule 3 and Annex A of the Home Office Grant Agreement (see attached). Positive Futures is therefore required to supply this information to the PCC so that this requirement can be satisfied.

5.4 The PCC is required to submit an end of year financial monitoring report to the Home Office on or before 31 March 2014 (see Annex B of the Grant Agreement). Accordingly Positive Futures should ensure that this information is submitted in advance of this deadline.

5.5 Positive Futures must notify the PCC as soon as reasonably practicable if an underspend is forecast and any underspend must be returned to the PCC.

## 6. Commissioning Principles

6.1 In the circumstances where Positive Futures commissions services from other bodies applications must be assessed (by Positive Futures) with good practice commissioning principles in mind (e.g. guidance on commissioning issued by the Association of Policing and Crime Chief Executives, Suffolk County Council), and having due regard to equality, diversity and human rights issues.

## 7. Publicity and Marketing

7.1 By accepting the award from the PCC Positive Futures makes a commitment to acknowledge the PCC's support publicly and must acknowledge their funding from the PCC in all their promotional work. Any recipients of funding via Positive Futures must display the PCC's logo in all publicity for the life of the initiative. Logo artwork can be provided upon request. Any exceptions must be agreed with the PCC.

## 8. Access to Information

8.1 The PCC expects reasonable access to any records and information held by Positive Futures for purposes associated with the award as well as its reasonable assistance should it be necessary for the PCC to complete any returns to the Home Office.

8.2 The PCC reserves the right to withhold all or any payments of the award if the PCC has reasonably requested information/documentation from Positive Futures and this has not been received by the PCC in the timescales reasonably required.

9. Miscellaneous

- 9.1 The award may not be used to support or promote religious activity. This will not include inter-faith activity.
- 9.2 Positive Futures must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the recipient).
- 9.3 Positive Futures, and its employees, shall be careful not to be subject to conflicts of interest.
- 9.4 Positive Futures shall ensure that third party recipients have adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the PCC on request.
- 9.5 The PCC accepts no liability to Positive Futures or third party recipients for any costs, claims, damage or losses, however they are incurred, except for to the extent that they arise from personal injury or death which is caused by the PCC's negligence.
- 9.6 Positive Futures agrees to indemnify the PCC for any costs, claims, damages or losses which arise as a result of negligence by Positive Futures or out of any breach by Positive Futures of any of the conditions of award.

10. Termination

- 10.1 This agreement may be terminated by either party giving the other at least three months' notice in writing.

**ACCEPTANCE OF CRIME AND DISORDER REDUCTION GRANT**

Positive Futures accepts the offer of an award of up to £85,000 and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of **POSITIVE FUTURES:**

Signature	
Name:	
Position:	
Date:	

**Bank details for grant payment:**

Bank name:	
Branch name:	
Sort Code:	
Account name:	
Account number:	
Address:	
Postcode:	

**Signed on behalf of the Police and Crime Commissioner for Suffolk:**

Signature	
Name:	
Position:	
Date:	