

## Decision under Delegated Powers

### Officer Requesting Decision

Katie Moore – Housing Needs Manager

### Officer Making the Decision

Alison Simmons – Head of Strategic and Private Sector Housing

### Recommendation

That the Grant Agreement from North West Leicestershire District Council for the Rough Sleepers Initiative is signed.

### Reason

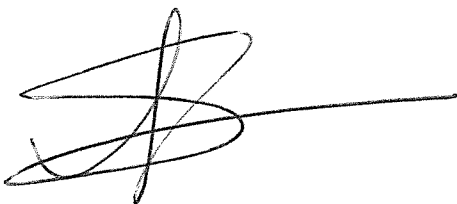
North West Leicestershire District Council made a bid to the Ministry of Housing, Communities and Local Government ("MHCLG") for a Grant to deliver a Rough Sleeper Initiative.

This Project includes the involvement of CBC Lettings in delivery of the Rough Sleepers Pathway. The agreement is required to receive the funds of £74,700.00 for the services the Council are providing.

### Authority for Decision

Under the Constitution Heads of Service have delegated authority to submit bids for and enter into agreements for grants and other funding sources up to a value of £200,000 per annum.

### Decision and Date



Signature Alison Simmons  
Head of Strategic and Private  
Date Sector Housing  
30th May 2022

## **Background**

North West Leicestershire District Council made a bid to the Ministry of Housing, Communities and Local Government ("MHCLG") for a Grant to deliver a Rough Sleeper Initiative.

Funding for the 2021-2022 financial year is provided by MHCLG under the Rough Sleeping Initiative. The fund is designed to support all rough sleepers in the local authority areas covered building upon progress made to date. The Government has committed to ending rough sleeping and the RSI allocation is made to support progress toward this.

The Project will cover all the Boroughs and Districts of Leicestershire and Rutland and endeavours will be made to make a fair apportionment of resources as much as is reasonable during the Project.

CBC Lettings will work with private sector landlords and lettings agents to identify suitable available properties and encourage lettings to the client group.

In addition, CBC Lettings work with housing authorities and registered providers to identify suitable available properties and encourage direct lettings to clients who would not normally meet their allocations criteria or who have difficulty engaging with allocations processes. CBC Lettings will broker lettings, through bespoke offers such as incentive payments to private sector landlords.

The agreement to be signed is for the period 1<sup>st</sup> July 2021 to the 31<sup>st</sup> of March 2022. The signing of the agreement has been delayed as the original agreement provided had to be amended to reflect the role that Charnwood are taking in the delivery of this initiative.

## **Financial Implications**

Grant monies of £74,700.00 will be transferred by North West Leicestershire District Council for the services provided by the Council to deliver the pathway between the 1<sup>st</sup> July 2021 to the 31<sup>st</sup> March 2022.

The grant will cover the costs that the Council have already incurred in paying staff salaries etc to deliver the pathway.

## **Risk Management**

If the agreement is not signed the Council will not receive the allocated funding for the services provided.

Key Decision: No

Background Papers:

independent mediator appointed by CEDR, unless otherwise agreed between the parties, with costs to be shared equally between the parties

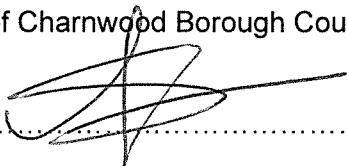
**10. SIGNATURES**

10.1 Without prejudice to any other term of this Agreement, no omission from addition to or variation of these terms and conditions shall be valid or of any effect unless it is agreed in writing and signed by the authorised officer of the Organisation and Council.

**11. LAW**

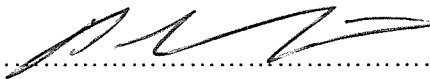
11.1 This Agreement shall be governed by the laws of England and any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

For and on behalf of Charnwood Borough Council:

Signed by:  .....

Name: Alison Simmons Date: 30th May 2022

Position: Head of Strategic and Private Sector Housing

Signed by:  .....

Name: PETER OLIVER Date: 30 MAY 2022

Position: HEAD OF COMMUNITY SERVICES

For and on behalf of

Signed by: .....

Name: ..... Date: .....

Position: .....

**Schedule 1**  
**Summary of Bid Submission**



RSI 2021\_22 existing  
areas form as submitt

## Schedule 2 MHCLG principles guide

1. Work with MHCLG to create a refreshed rough sleeping plan.
2. Ensure homelessness assessments are carried out for eligible people receiving services because they were rough sleeping or at risk of rough sleeping, so that their needs are assessed and a personalised housing plan (PHP) is provided.
3. Reduce the number of people accommodated in hotels and other emergency accommodation. Local move on plans should end the use of hotels and other emergency accommodation by the end of Q1, unless otherwise agreed with MHCLG.
4. Subject to individual assessments of people who are sleeping rough, make offers of safe and appropriate accommodation to people who are rough sleeping. RSI funding is designed to build upon existing local rough sleeping services and should not be used to substitute existing support offers e.g. SWEP accommodation.
5. Agree with MHCLG advisers an operational target for the reduction in the number of individual's currently sleeping rough. We expect funding to result in a reduction in both the number of people coming onto the street for the first time and the number of people sleeping rough repeatedly.
6. Reduce the number of people 'at risk' of rough sleeping.
7. Achieve an increase in the number of individuals supported through the RSI who sustain their tenancies beyond 6 months
8. Maximise collection of housing benefit or universal credit on all accommodation placements for those in receipt of benefits.
9. Partnership working is central to the delivery of the RSI programme and wider rough sleeping services. Recipients should actively develop and be able to evidence ongoing engagement with partner agencies including health, substance misuse, criminal justice services and the voluntary sector in local rough sleeping responses.
10. Evidence the role of lived experience and service user's voices in the development of rough sleeping action plans and RSI planning and delivery.
11. Ensure that support offered to non-UK nationals who are not eligible for homelessness assistance will comply with any legal restrictions (for example, the restrictions contained in Schedule 3 to the Nationality, Immigration and Asylum Act 2002). Any funding provided for immigration advice is provided on the basis that this is to support individuals to determine or resolve their immigration status and not to challenge immigration decisions made by the Government. Any voluntary reconnections funded should be made if there is a reasonable prospect of an individual returning to their home country for a sustained period.

11. Ensure that support offered to non-UK nationals who are not eligible for homelessness assistance will comply with any legal restrictions (for example, the restrictions contained in Schedule 3 to the Nationality, Immigration and Asylum Act 2002). Any funding provided for immigration advice is provided on the basis that this is to support individuals to determine or resolve their immigration status and not to challenge immigration decisions made by the Government. Any voluntary reconnections funded should be made if there is a reasonable prospect of an individual

**Schedule 3**  
**MHCLG Conditions of Funding**

1. Funding has been used to establish or continue Rough Sleeping Initiative services agreed by MHCLG to immediately intervene in, prevent and reduce rough sleeping in financial year 2021-2022. If repurposing of interventions is required, the authority must engage with their adviser and MHCLG for prior written approval to discuss whether exceptional circumstances apply.
2. The Chief Executive, section 151 officer, or Chief Internal Auditor of each of the recipient authorities must, in advance of tranche payments, sign and return to the team leader of the Homelessness and Rough Sleeping Division at the Ministry of Housing, Communities and Local Government a declaration in the following terms:  
  
"To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions attached to Rough Sleeping Initiative No 31/5545 have been complied with".
3. Recipients of funding will need to complete a return to MHCLG confirming the total year to date spend to enable the MHCLG to adjust the autumn payment. The returns will be submitted by 1 September 2021 and will include spend to date and forecast spend and signed declaration.
4. Recipients of funding must discuss and engage in communications on the RSI programme where requested, including regular meetings with their Rough Sleeping Initiative Adviser.
5. Recipients of funding must complete quality assured information returns, provided by the MHCLG at monthly intervals. The data must be submitted by a date to be specified by MHCLG and must include emergency accommodation and rough sleeping management information. Areas that reported rough sleeping numbers of 15 and over at the Annual Return 2020 must ensure they are conducting regular rough sleeping counts





## 5.2 Responsibilities of the Council

- 5.2.1 NWLDC will transfer the Funding to CBC for their involvement in the Project, in accordance with the monies received by the Council from MHCLG. It is anticipated that NWLDC will transfer £74,700.00. This shall be paid in tranches when received from MHCLG. It is expected that this will be paid in, October 2021.
- 5.2.2 When required by MHCLG, the Housing Strategy and Systems Team Manager of NWLDC will attend monitoring meetings to provide performance reporting. Information from these meetings will be shared with CBC.
- 5.2.3 NWLDC will appoint an account manager who will provide performance reporting to MHCLG in accordance with clause 3.2

## 5.3 Underspend

- 5.3.1 Any underspend of monies by CBC shall be repaid to NWLDC at their request.
- 5.3.2 Where an underspend has accrued NWLDC may retain future payments.

## 5.4 Reduction of grant amount

- 5.4.1 If following written notice from NWLDC, CBC unreasonably fails to remedy any breach of the conditions of this Agreement within a reasonable period, NWLDC may reduce, suspend, withhold or require repayments of the whole or part of the Grant.

## **8. PENALTIES**

- 8.1 In the event that CBC is in material breach of its obligations under this Agreement, NWLDC reserves the right to:
  - (a) Serve a notice on CBC to remedy the breach on such terms and within such reasonable time stipulated in the notice, which shall be no longer than 6 weeks; and
  - (b) Where such breach is not remedied within the time stipulated, terminate this Agreement upon service of a notice of termination in writing, to expire not more than 6 weeks from the date of the above notice.
- 8.2 In the event that the Agreement is terminated then NWLDC shall be entitled to a refund of monies and CBC shall forthwith pay to NWLDC the actual unspent amount of funding.
- 8.3 The funding allocated as part of the RSI should in no way be used to fund/support activities or provisions that would be deemed unlawful.

## **9. ARBITRATION**

- 9.1 If any disagreement should arise between the parties relevant to their respective obligations under this Agreement, which cannot be resolved through routine liaison or review, then either party may ask for it to be referred to and finally resolved by the appointed arbitrator. The arbitrator for the purpose of this agreement shall be by an

- 2.4 Grant monies will be transferred by NWLDC in accordance with what is received from the MHCLG and not more than 60 days from receipt.
- 2.5 CBC will provide all monitoring information as requested by the NWLDC as set out in clause 3 of this Agreement.
- 2.6 CBC shall have in place and follow safeguarding processes to protect those who shall benefit from the Project. CBC shall provide to copies of these processes to NWLDC within 7 days of this Agreement.

### **3. MONITORING**

- 3.1 On a monthly basis CBC will provide to NWLDC such information as is available to it and is required to fulfil the monitoring and reporting requirements to MHCLG under the project.
- 3.2 On a monthly basis CBC shall provide to NWLDC a breakdown of spend confirming progress against interventions, the total year to date spend and forecast spend.
- 3.3 North West Leicestershire will appoint an account manager who will be responsible for providing monitoring and performance reports which will include:
- A summary of progress made on each funded intervention
  - High level outcomes for each funded intervention

- 4.1 For the purpose of this Agreement the contacts for liaison arrangements will be the persons occupying the posts of:

i) Housing Strategy and Systems Team Manager at NWLDC

Presently: David Scruton

ii) Head of Strategic and Private Sector Housing

Presently: Alison Simmons

### **5. FINANCIAL ARRANGEMENTS**

#### **5.1 Responsibilities of CBC**

- 5.1.1 Upon 7 days' notice CBC will allow reasonable inspection of financial records and minute books by officers of the NWLDC.
- 5.1.2 CBC will notify NWLDC immediately if the Services cannot be provided and return to NWLDC such part of any funding already given as NWLDC may determine having regard to CBC's continuing commitments during a period of reduced service provision.

## 1. INTRODUCTION

### 1.1 This is an Agreement between:

North West Leicestershire District Council of the Council Offices, Whitwick Road, Coalville LE67 3FJ (the “**NWLDC**”); and

Charnwood Borough Council of the Council Offices, Southfields Road, Loughborough, LE11 2TX (the “**CBC**”).

- 1.2 NWLDC made a bid to the Ministry of Housing, Communities and Local Government (“**MHCLG**”) for a Grant to deliver a Rough Sleeper Initiative (the “**Project**”). This Project includes the involvement of CBC. NWLDC was successful in securing the Grant in relation to involvement of CBC. This Agreement provides the basis on which MHCLG monies will be transferred to CBC.
- 1.3 Funding for the 2021/22 financial year is provided by MHCLG under the Rough Sleeping Initiative (RSI). The fund is designed to support all rough sleepers in the local authority areas covered building upon progress made to date. The government has committed to ending rough sleeping and the RSI allocation is made to support progress toward this.
- 1.4 This Agreement will last for 9 months from the 1<sup>st</sup> July 2021. If monies remain unspent at the end of this term this Agreement may be extended at the sole discretion of NWLDC for a further fixed period or until all monies are spent.
- 1.5 This Agreement is made under the provision of section 179 of the Housing Act 1996.

## 2. CONDITIONS OF GRANT

- 2.1 CBC shall be responsible for the CBC Lettings as set out in the RSI proposed interventions namely:

CBC Lettings will work with private sector landlords and lettings agents to identify suitable available properties and encourage lettings to the client group. In addition, CBC Lettings work with housing authorities and registered providers to identify suitable available properties and encourage direct lettings to clients who would not normally meet their allocations criteria or who have difficulty engaging with allocations processes. CBC Lettings will broker lettings, through bespoke offers such as incentive payments to private sector landlords.

- 2.2 The Project will be run as far as is practical in line with:
- a) the Bid Submission, a summary is included at Schedule 1;
  - b) MHCLG principles guide, as set out at Schedule 2; and
  - c) The MHCLG Conditions of Funding, as set out at Schedule 3.
- 2.3 The Project will cover all of the Boroughs and Districts of Leicestershire and Rutland and endeavours will be made to make a fair apportionment of resources as much as is reasonable during the Project.

