

BETWEEN

- (1) The Police and Crime Commissioner for Nottinghamshire of Arnot Hill House, Arnot Hill Park, Arnold, Nottingham, NG5 6LU and**
 - (2) Nottingham City Council of Loxley House, Station Street, Nottingham, NG2 3NG,**
- (each of the above being a “Party” and together the “Parties”).

BACKGROUND

- (A) The Parties entered into an agreement dated 6th September 2021 pursuant to which the Home Office Safer Streets 2 (Nottingham City) funding would be allocated and spent by Nottingham City Council (the “**Agreement**”).
- (B) The Parties wish to amend the Agreement and, pursuant to clause 28 of the Agreement, all such amendments must be agreed by the Parties in writing.
- (C) This Deed sets out the amendments the Parties wish to make to the Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1. Unless the context otherwise requires, expressions defined in the Agreement and used in this Deed shall have the meaning set out in the Agreement.
- 1.2. The rules of interpretation set out in the Agreement apply to this Deed.
- 1.3. Headings are for convenience only and shall not affect the interpretation of this Deed.
- 1.4. The Appendix forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Appendix.

2. Variation of the Agreement

- 2.1. With effect from the date of this Deed, the Parties agree the following amendments to the Agreement:
 - 2.1.1. An additional £62,301 be added to the funding agreement, making the total grant awarded as up to £103,054 as set out in the amended Schedule in the Appendix.
- 2.2. Subject to the terms of this Deed, the Agreement shall remain in full force and effect in all respects provided that in the case of any conflict or ambiguity between any provision contained in this Deed and any provision contained in the Agreement, the provision in this Deed shall take precedence.

3. Costs

- 3.1. Each Party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Deed.

4. Announcements

- 4.1. No Party shall make, or permit any person to make, any public announcement concerning this Deed without the prior written consent of the other Parties except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

5. Counterparts

- 5.1. This Deed may be executed in counterparts of duplicates, each of which, when executed and delivered, shall constitute an original of this Deed and such counterparts or duplicates together shall constitute one and the same instrument.
- 5.2. No counterpart or duplicate shall be effective until each Party has executed and delivered at least one counterpart or duplicate.

6. Dispute Resolution and Governing Law and Jurisdiction

- 6.1. The provisions of clauses 24 and 39 dispute resolution and governing law shall apply also to this Deed as if expressly set out in this Deed.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by)
The Police and Crime Commissioner)
Nottinghamshire by affixing hereto)
 its common seal in the presence of:)

.....

Authorised Signatory

Signature of witness

Name (in BLOCK CAPITALS)

Address

.....

.....

Executed as a Deed by)

Nottingham City Council) Director

)

) Director/Secretary

APPENDIX

THE SCHEDULE

<p>Project</p>	<p>Home Office Safer Streets 2 Funding – Nottingham City Funding</p>
<p>Funded Services</p>	<p>CCTV Camera and Installation To install CCTV for the purposes of preventing and detecting crime</p> <p>Burglary Reduction Officer Establish a Burglary Reduction Officer (BRO) post to make contact with burglary victims and neighbours to offer a risk assessment and appropriate target hardening.</p> <p>Additional CCTV Cameras To install an additional 10 Fixed CCTV cameras and 2 Redeployable CCTV cameras – as agreed with project steering group</p> <p>CCTV Maintenance Contract To pay for the ongoing maintenance of the new CCTV cameras.</p> <p>For further details and specific funding conditions see the Funding Letter shows in Appendix A</p>
<p>Key Deliverables</p>	<p>CCTV Camera and Installation</p> <ul style="list-style-type: none"> • Installation of CCTV Camera at Bridlington Park • CCTV Camera at Bridlington Park is live and Monitored • Number of referrals from Control Room to Police for Bridlington Park CCTV • Number of arrests/positive outcomes following referrals from Control Room to Police for Bridlington Park CCTV <p>Burglary Reduction Officer (BRO)</p> <ul style="list-style-type: none"> • Number of victims and neighbours offered risk assessments in target areas • Number of risk assessments carried out by BRO • Number of properties target hardened • Number of Gold, Silver, Bronze packages (estimate 443 in total). • Number of householders offered ring doorbells • Number of ring doorbells installed (target 188) <p>Additional CCTV Cameras To install an additional 10 Fixed CCTV cameras and 2 Redeployable CCTV cameras – as agreed with project steering group</p> <p>CCTV Maintenance Contract To pay for the ongoing maintenance of the new CCTV cameras.</p>
<p>Funding and Budget</p>	<p>A total of up to £103,054 is available for the following initiatives:</p> <ul style="list-style-type: none"> • Up to £3,533 for CCTV camera and installation • Up to £37,220 for a Burglary Reduction Officer • Up to £44,701 for additional CCTV cameras and installation • Up to £17,600 for CCTV camera maintenance contracts <p>Payment will be based on actual spend.</p>

<p>Sustainability</p>	<p>As part of this agreement there is a recognition that the City Council has a part to play in the long term sustainability of the project. As such the District Council agrees to:</p> <p>Maintenance of Burglary Reduction Officer</p> <ul style="list-style-type: none"> • These costs will be mainstreamed within Nottingham City Council Safer Housing Team and funded using civil penalties generated by the service through the three schemes of housing licensing in place in the city which are available for the purposes of enhancing property safety including crime prevention <p>Establishment of Intelligence Product and Project Support</p> <ul style="list-style-type: none"> • These costs will be mainstreamed within Nottingham City Council <p>Target Hardening</p> <ul style="list-style-type: none"> • Landlords/Property owners will be responsible for maintaining any target hardening of their properties <p>Deployment of Ring Door Bells to Student Properties</p> <ul style="list-style-type: none"> • Landlords/Property owners will be responsible for maintaining any target hardening of their properties <p>Maintenance of CCTV Camera (Bridlington Park)</p> <ul style="list-style-type: none"> • These costs will be mainstreamed within Nottingham City Council. <p>Intelligence Development and Pursuit</p> <ul style="list-style-type: none"> • These costs will be mainstreamed within Nottingham City Council
<p>Details of Payment of Funding / Funding Payment Plan</p>	<p>Subject to compliance with the terms of this Agreement, Funding will be paid based on reported actual spend as follows:</p> <ul style="list-style-type: none"> • Actual spend to date will be paid within 30 days of receipt by the PCC of the monitoring information and invoice in respect of the period 1 August to 30 September 2021; • Actual spend to date will be paid within 30 days of receipt by the PCC of the monitoring information and invoice in respect of the period 1 October to 31 December 2021; • Actual spend to date will be paid within 30 days of receipt by the PCC of the monitoring information and invoice in respect of the period 1 January to 31 March 2022.
<p>Monitoring Information Requirements</p>	<p>We require details of the activity delivered and outputs and outcomes achieved to be provided each quarter. Alongside this we require the details of actual spend each quarter for each element of the funding.</p> <p>Monitoring is required by the following deadlines:</p> <ul style="list-style-type: none"> • Qrt 2 monitoring due by 7th October 2021, covering the period 1st August 2021 to 30th September 2021; • Qrt 3 monitoring due by 7th January 2022, covering the period 1st October 2021 to 31st December 2021; and • Qrt 4 monitoring due by 7th April 2022, covering the period 1st January 2022 to 31st March 2022.