

MEMORANDUM OF UNDERSTANDING

between

Department for Levelling Up, Housing and Communities

and

Havering London Borough Council

1. Background

1.1. The Accommodation for Ex-Offenders programme (AFEO) was first introduced in July 2021 to support homeless prison leavers to access the private rented sector, reducing the chances of this cohort rough sleeping and reoffending. The new funding available from April 2023 until March 2025 is intended to build on the progress already made, with the ambition of supporting ex-offenders into sustainable accommodation with a reasonable expected tenancy length of 12 months wherever possible.

2. Purpose of the MOU

2.1. This Memorandum of Understanding ('MOU') sets out the terms, principles and practices that will apply to the working relationship between the Department for Levelling Up, Housing and Communities ('DLUHC') and Havering London Borough Council ('the Council') (collectively 'the Parties') regarding the administration and delivery of the Accommodation for Ex-Offenders programme.

2.2. This MOU is not legally binding, and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

3. Purpose of funding

3.1. DLUHC will allocate funding of up to £525,349 to the Council to fund the Accommodation for Ex-Offenders programme.

3.2. To satisfy the requirements of DLUHC, Havering London Borough Council have committed to offer a comprehensive service that meets local needs and provide help to access the private rented sector for ex-offenders who are homeless, or at risk of

homelessness and rough sleeping and need additional support to access the private rented sector.

3.3. The project proposal submitted by the Council to DLUHC provided project details and milestones. These are set out in the following table:

Project name	Accommodation for Ex-Offenders programme
Project details	To increase access to new private rented sector tenancies for ex-offenders who are, or are at risk of becoming, homeless
Project timeline and key milestones	By end of March 24 – 30 new tenancies By end of March 25 – a further 40 new tenancies A total number of 70 tenancies by end of March 25

3.4. The Council agrees that the project will:

- Reduce the number of homeless prison leavers sleeping rough on release.
- For prison leavers owed a homelessness duty, increase the proportion that secure a PRS tenancy as their outcome, with every individual being in settled accommodation with a minimum expected tenancy length of 12 months.
- Increase in the number of offenders that are in settled accommodation 3-months post release.

4. Financial arrangements

4.1. The Secretary of State for Levelling Up, Housing and Communities has determined under Section 31 of the Local Government Act 2003 that a grant of £525,349 RDEL should be paid to Havering London Borough Council.

4.2. The maximum amount of grant payable for the funding period between the date of agreeing this MOU and 31st March 2024 is £238,937 and 31st March 2025 is £286,412.

4.3. DLUHC expects the Council to spend all grant funding by the end of the 31st of March of each respective financial year.

4.4. The grant covers revenue relating to the delivery of the Accommodation for Ex-Offenders programme.

4.5. Your payments will be made in two tranches per annum; 50% of your agreed 23/24 costs will be paid upfront in April of each year and the remaining 50% will be paid in November of each year.

PAYMENT DATE	REVIEW DATE	PAYMENT DATE	REVIEW DATE	PAYMENT DATE	REVIEW DATE	PAYMENT DATE
APRIL 2023	SEPTEMBER 2023	NOVEMBER 2023	JANUARY 2024	APRIL 2024	SEPTEMBER 2024	NOVEMBER 2024
£ 119,468.50	XXXXXXXX	£ 119,468.50	XXXXXXXX	£ 143,206	XXXXXXXX	£ 143,206

4.6. The revenue funding is to be used for the following:

£193,024 fixed cost (e.g., staffing)

£332,325 variable costs (e.g., incentive costs such as rent deposits)

- Supporting 70 service users
- Funding for Landlord Incentive Package
- Funding for x 1 Assessment and Property Finder
- Funding for x 1 Support Worker

4.7. Please note, before processing payments after April 23, DLUHC will review your performance and spend to date.

4.8. In September 2023 and September 2024, alongside the regular quarterly monitoring information set out in section 6 below, the council will provide a funding request from a senior officer within the LA. This will consist of:

- I. Spend to date on fixed (e.g. staff) and variable (e.g. incentive) costs to date;
- II. An estimate of the expected further fixed (e.g. staff) and variable (e.g. incentive) costs to 31 March in the relevant year, based on a realistic

trajectory to end March. If the council is unsure as to whether the trajectory proposed is realistic, they will discuss with their HAST adviser.

4.9 Upon receipt of this funding request, DLUHC will consider both the funding request and the outcome data return (see section 6 below) and compare with the tranche payments made and the targets and milestones agreed for the project (see section 3 above). September funding requests will be processed in full (up to the total allocated) by DLUHC in November, except in any cases where a local authority's return confirms that the remaining funding from the previous tranche payment is above £50,000 and the local authority have failed to reach 15% of the total agreed annual target by September. In these cases, DLUHC will undertake a further light touch review to ensure any further funding request is realistic for spend in year and may request further information.

4.10. A similar exercise in January 2024 will precede April 2024 payments.

4.11. Additionally, for fixed staffing costs, we can only commit to paying costs from the point that they are in post until 31st March 2025. We are unable to provide any confirmation of additional funding beyond 31st March 2025 to cover any contracts that run beyond this date. The last payment you will receive will be in late November 2024, which will cover any outstanding costs that will be incurred up until the end of March 2025.

4.12. The Council should endeavour to keep a record of expenditure.

4.13. DLUHC will send the Council a Grant Determination letter which sets out the financial terms and conditions under Section 31 grants.

4.14. If this is a joint scheme with other LAs, then it is the lead Council's responsibility (as named in the application) to provide assurance to their DLUHC account manager that funding is accounted for and is only applied to agreed activity.

5. Duration

5.1. This MOU will come into effect upon the date of the signature by the Parties. It may be extended by the written agreement of the Parties.

5.2. However, in the event of any changes to any of the agreed conditions, a new updated MOU will be issued.

5.3. The first grant determination will be made in April 2023, subject to DLUHC having received the signed MoU by 10/02/2023.

6. Monitoring and evaluation

6.1. The Council agrees to keep a record of project expenditure.

6.2. The Council agrees to collaborate with DLUHC over monitoring and evaluation requirements, which will involve completing quarterly returns via DELTA (at the start of July, October, January & April), focused on collating data on including but not limited to the number of new PRS tenancies, referrals, exits and tenancy sustainment figures.

6.3. The Council agrees to provide any other information which may be reasonably sought to understand progress of the project.

6.3. The Council agrees to informing us of any changes to the delivery model.

6.4. DLUHC may publish relevant data and use it to inform public statements.

6.5. DLUHC will share data with the Ministry of Justice for both operational purposes and to share good practice and learn from an ongoing cross government effort to reduce re offending and rough sleeping.

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6.6. Both parties will ensure that any information published will be processed in accordance with the requirements of the data protection legislation.

6.7. If your scheme is experiencing challenges, please discuss this with your HAST adviser or contact AFO@levellingup.gov.uk to discuss your scheme and your approach to the funding request.

7. Wider evaluation

7.1. Participating local authorities may be asked by DLUHC to participate in a wider programme evaluation to help DLUHC better understand whether the programme was able to achieve its stated aims. This will be for the purpose of understanding the impact of the Fund and the identification of any best practice or learning to inform future policy making.

8. Assurance and risk management

8.1. The Council is expected to have the necessary governance and assurance arrangements in place and that all legal and other statutory obligations and consents will be adhered to, which may include, but not solely, state aid/subsidy control, equalities duties, procurement, health and safety and fraud.

8.2. Ownership of risk will be transferred to the Council. Councils will be responsible for mitigation of any risks that arise throughout the delivery of the Fund.

8.3. The Council will complete their own Fraud Risk Assessment to ensure the safe administration of grants and that appropriate measures are put in place to mitigate against the risk of both fraud and payment error. We have provided a template, but the Council may use their own version.

8.4. The Council will inform DLUHC should there be any changes to their project delivery.

8.5. The Council will undertake corrective action if the quality of work does not meet expected standards.

9. Marketing and branding

9.1. The Council agrees that UK Government should be acknowledged in all marketing and promotional material as the funding source.

9.2. If you have any queries regarding this, please discuss them with your HAST adviser or contact AFO@levellingup.gov.uk.

10. Procurement

10.1. The Council will be responsible for ensuring that any third-party partnership arrangements or procurement activities related to delivery of the Fund comply with Procurement Law and their own procurement procedures.

10.2. "Procurement Law" includes but is not restricted to the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates, and replacements from time to time.

11. Due Diligence

11.1. The Council will be responsible for undertaking due diligence checks on all third-party organisations, including community groups, suppliers, and subcontractors, receiving funding and/or involved in delivery of the Fund. Evidence may be required of due diligence on community groups chosen to work with.

12. Resolution of Disputes

12.1. Any dispute that may arise as to the interpretation or application of this MOU will be settled by consultation between the Parties.

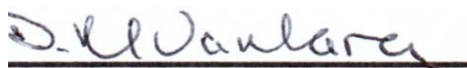
13. Legal Enforcement

13.1. This MOU is not legally enforceable. It describes the understanding between both Parties for the use of the Accommodation for Ex-Offenders Fund.

14. Amendment of this Memorandum of Understanding

14.1. The arrangements under this MOU will be kept under review by DLUHC and the Council and can be amended upon securing written agreement between both parties.

Signed on behalf of Havering London Borough Council by:

A handwritten signature in blue ink, appearing to read 'D. McNamara', is written over a solid black horizontal line.

Name: Dave McNamara

Dated: 28th February 2023

Duly authorised to sign for Havering London Borough Council (by Chief Executive/Section 151 Officer)

Signed on behalf of DLUHC by:

Name: Isabella Connell

Dated: 12/01/2023