



Department of the
Environment
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Local Government Policy Division
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Belfast
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Chief Executive
Belfast City Council
Chief Executive's Department,
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Email: Simon.sloan@doeni.gov.uk

Your Ref:
Our Ref:

Date: 13 February 2009

DEPARTMENTAL FUNDING FOR TRANSITION COMMITTEES / TRANSITION MANAGEMENT TEAMS - LETTER OF OFFER

Dear Chief Executive,

I refer to LG Circular 19/08 Transition Committees/Transition Management Teams – Funding Package. The Department is prepared to offer you funding for transition committee/transition management teams as follows:

- An Annual allowance of £2,700 per annum (pro rata for 2008/2009) for each member of your transition committee. In addition, expenses may be claimed and travelling will be paid in accordance with the rates determined by the Department under the Local Government (Travelling and Subsistence Allowances to Councillors)(No2) Regulations (Northern Ireland) 1973, as amended.
- Up to £100,000 per annum (pro rata for 2008/2009) for the salary and expenses of the Change Management Officer and any support costs directly associated with the Change Management Team (such as secretarial or consultancy support). This Letter of Offer, including Annexes, is a legally binding contract and you should read it carefully before accepting the offer of funding. This offer is subject to the conditions set out below.

1. Financial Assistance

- 1.1.** The funding offer is as detailed above and is payable for costs that are wholly, exclusively and necessarily incurred in conducting the functions of the Transition Committee and the Transition Management Team.
- 1.2.** The functions of the Transition Committee and the Transition Management Team are as described in their respective terms of reference (LG Circular 16/08, Annexes 1 and 2)

- 1.3. Precise funding amounts will be based on invoiced costs and financial assistance is payable on production of validated invoices and authentication process as determined by the Department.
- 1.4. The above offer is the maximum amount payable and will not be increased in the event of an increase in costs.
- 1.5. The Department shall only provide financial assistance based on outputs delivered in accordance with the terms of reference for Transition Committees and Transition Management Teams (LG Circular 16/08, Annexes 1 and 2).
- 1.6. Financial assistance will only be paid provided that progress reports demonstrate that the outcomes stated in the respective terms of reference (LG Circular 16/08, Annexes 1 and 2), have been realised.
- 1.7. This offer of financial assistance is not transferable to any other project or organisation.
- 1.8. Definitions of terminology used in this Letter of Offer are given at Annex 1.

2. Claims for Financial Assistance & Payments

- 2.1. Financial assistance will not be payable until constituent councils have:
 - 2.1.1. agreed a resolution to establish their Transition Committee and agreed on the date for the first meeting of their Transition Committee;
 - 2.1.2. nominated members of their Transition Committee (names, parties and council);
 - 2.1.3. appointed officers to their Transition Management Team (names, council and job title);
 - 2.1.4. agreed on the lead council and nominated a person in that council for purposes of budget, banking and financial matters;

Councils must provide the Department with written confirmation of all the above information.

- 2.2. In advance of payment in respect of costs arising from change management, the Department must receive satisfactory evidence of work undertaken by a Transition Management Team i.e. evidence such as minutes of meetings etc., as outlined in [section 10](#), below.

- 2.3. No substitution arrangements should be made for members of Transition Committees, and therefore no funding will be paid in respect of substitutes.
- 2.4. Payments in respect of the allowances and salaries element of the grant will be paid quarterly in advance. Allowances and expenses should be paid, in the first instance, by individual councils/lead council. Claims should be coordinated by the lead council and submitted to the Department for reimbursement.
- 2.5. Claims for payment in respect of other expenditure, supported by copy invoices etc. should be submitted to the Department and will be paid quarterly in arrears.
- 2.6. All payment claims should be made on the official forms issued by the Department. No other forms shall be accepted. Specimen copies of these forms are provided at Annex 3. Claims must be accompanied by supporting original documentation.
- 2.7. The lead council shall provide the Department with further information and clarification in relation to any aspects of the Transition Committee and Transition Management Team as the Department may from time to time request.
- 2.8. Payment of funds will be made directly into the lead council's bank account. (see paragraph 12.1)
- 2.9. There shall be no obligation on the Department to make payment in respect of claims, which are received more than 3 months after the end date of the financing period.
- 2.10. The Department accepts no liability in respect of any loss attributable to any delay in the payment of funding or to any suspension, reduction or cancellation of financial assistance.

3. Withholding/Repayment of Financial Assistance

- 3.1. The Department reserves the right to suspend, defer or withhold or clawback any or all of the payment and/or require the lead council to repay part or all of the financial assistance if:
- the conditions of this offer are not met; or
 - any information given to the Department on behalf of the lead council in connection with the application or claim for financial assistance is found to be false or misleading or there has been a failure to disclose any material fact which would have had a bearing on the Department's consideration of the application; or
 - there is a substantial or material change in the nature, scale or timing of the project; if the project is used for purposes other than those specified in the application; or

- if the project has in any other way not been implemented in accordance with these conditions of offer.

4. Default

4.1. The following events of default will apply:

- The constituent councils are in breach of any of its obligations under this Letter of Offer and have failed to remedy such breach within 28 days of a written request from the Department to remedy the breach.
- The constituent councils fail to repay to the Department any sum due by it whether under these terms and conditions or otherwise.
- The constituent councils are for any reason no longer able to implement the Project.
- If any other event occurs in relation to the constituent councils that it might be reasonable to expect it to materially and adversely affect their ability to comply with the obligations of this contract.

4.2. Then in any such event the Department may suspend or terminate the agreement made between the Department and the lead council in this Letter of Offer and its acceptance. Then the Department shall be entitled to seek repayment from the constituent councils. The amount repayable shall be the total payment of Transition funds (other than those received from another source), or such lesser amount as the Department at its discretion may determine.

5. Changes to the Project

5.1. The funding provided by the Department shall only be used for the purposes of the project as defined in the terms of reference for Transition Committees and Transition Management Teams (LG Circular 16/08, Annexes 1 and 2) and approved for financial assistance by the Department under the terms and conditions detailed in the Letter of Offer.

5.2. Any proposed or anticipated changes over the lifetime of the project must be notified in writing at an early stage to the Department. Continuation of financial assistance will be subject to the written approval of the Department and formal amendment to this Letter of Offer.

5.3. Failure to inform the Department of any changes and obtain its approval in writing may result in the termination of the funding and the Department may require the lead council to repay any monies paid.

5.4. Any notification to the Department detailing changes to the project must include:

- The reasons for the change
- Details of the change itself
- An explanation of how the project still meets its objectives
- Reasons why the project still merits funding from the Department

6. Financial Management Systems

- 6.1.** The lead council must demonstrate effective controls and present clear audit trails of all transactions of total expenditure relating to the project.
- 6.2.** The lead council must immediately inform the Department in the event of the identification of any administrative errors in the project funding, acts of fraud and/or any circumstance that has caused or is likely to cause a loss or misuse of funding. The lead council must submit a full and detailed report in writing to the Department.
- 6.3.** The lead council's accounting records must separately record all monies received and expended under this Project.
- 6.4.** The lead council must have documented internal procedures for expenditure and financial control including bank account details, cheque signatories, and expenditure authorisation levels.

7. Insurance

- 7.1.** The lead council shall indemnify and keep indemnified the Department against all actions, proceedings, costs, claims, demands, and liabilities arising out of or resulting from all or any of the activities associated with the Project.
- 7.2.** The lead council shall maintain such insurances as are necessary to cover all possible liabilities and will ensure that adequate insurance is obtained for any asset purchased and maintained in force during its lifetime. The lead council should ensure it has appropriate employee liability insurance if applicable.

8. Nominated Contact/Officer

- 8.1.** A duly authorised and empowered official of the lead council must accept this offer on behalf of the constituent councils in of the Transition Committee. The lead council's nominated representative shall be known as the Nominated Contact/Officer. The lead council must advise the Department if the Nominated Contact/Officer changes. The Department's written acknowledgement will be forwarded to the lead council.
- 8.2.** The Nominated Contact/Officer shall sign all subsequent communications to the Department, including claims for payment.

8.3. If before the Project has been satisfactorily completed the Nominated Contact/Officer wishes to resign, retire or otherwise disassociate him/herself from the Project, (s)he shall immediately inform the Department and liaise with the Department in relation to the appointment of a new Nominated Contact/Officer. Until that appointment has been approved by the Department (in writing) and the new Nominated Contact/Officer has acknowledged that (s)he is liable and contractually bound to the Department as if (s)he had been named in the original Letter of Offer, the Nominated Contact/Officer at the time of this offer shall remain liable to the Department whether or not (s)he is still actively associated with the Project.

9. Disclosure

9.1. The Department reserves the right to publish details of the project and financial assistance referred to in the Letter of Offer at any time.

10. Inspection & Reporting

10.1. The lead council must keep and make available on request records relating to the work of the Transition Committee and Transition Management Team, to report on progress against targets, as defined in the respective terms of reference (LG Circular 16/08, Annexes 1 and 2), and in accordance with any other guidance which may be issued by the Department.

10.2. Minutes of the meetings of the Transition Committee and Transition Management Team must be submitted to Local Government Policy Division.

10.3. The Department/agents of the Department shall have the right to inspect the Project at any time and to require such further information to be supplied as they think fit and to be provided with such documents or items as they shall require.

11. Equality and Neutrality

11.1. No aspect of the activity being funded should be party political in intention, use or presentation; or likely to be perceived as discriminatory on grounds of religion, colour, race, gender or disability. Any activities, such as campaigning, by the constituent councils must be in furtherance of, and ancillary to, its main purposes. The Department shall judge as to whether or not any activity of the constituent councils offends against this clause.

12. Bank Account

12.1. All Departmental monies for the Project will be lodged in the lead council's bank account. Details of the bank account should be forwarded to the Department. The lead council shall ensure that all Departmental funding relating to the project is identifiable as such.

12.2. Any changes to the bank account details must be notified to the Department in a letter signed by the Project Principal. All such changes must be notified to the Department before implementation.

13. Acceptance of Offer of Financial Assistance

13.1. Please confirm that both the above Letter of Offer and the terms and conditions contained in it are acceptable (pro-forma attached – Annex 2). The completed letter should be returned to Simon Sloan, Local Government Policy Division, Department of the Environment, 6th Floor, Goodwood House, 44-58 May Street, Belfast, BT1 4NN.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Ian Maye', written in a cursive style.

Ian Maye
Local Government Policy Division
Department of the Environment

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Definitions of Terminology

Terminology	Meaning
“Letter of Offer”	The letter to which these terms and conditions are attached, setting out the details of the Project for which interim funding is available from the Department.
“establishment of the Transition Committee”	The latest date on which the constituent councils resolve to form a Transition Committee.
“The Department”	The Department of the Environment (in Northern Ireland).
“Constituent councils”	Councils establishing Transition Committees and Transition Management Teams
“Lead council”	One of the constituent councils, as agreed between them, to be responsible for finance, record keeping and reporting functions.
“Funding”	Financial assistance paid to the constituent councils for the purpose of member allowances and functions delivering the outputs identified in the Letter of Offer and in the terms of reference for Transition Committees and Transition Management Teams (LG Circular 16/08, Annexes 1 and 2).
“The Project”	The project as described in the Letter of Offer and terms of reference for Transition Committees and Transition Management Teams (LG Circular 16/08, Annexes 1 and 2).
“Outputs”	The targets defined in the terms of reference for Transition Committees and Transition Management Teams (LG Circular 16/08, Annexes 1 and 2). These form the basis of payments to councils.
“Nominated Contact/Officer”	A representative to be nominated by the lead council for signing this Letter of Offer, subsequent communications with the Department and payment claims.
Local Government Policy Division (LGPD)	A Division of the Department of the Environment. Based in Goodwood House, May Street, Belfast at the time of issue of this Letter of Offer.

DEPARTMENTAL FUNDING FOR TRANSITION COMMITTEES / TRANSITION MANAGEMENT TEAMS

Letter of Acceptance

Dear Mr Maye,

I accept the terms and conditions of the Department of the Environment’s Letter of Offer and its Annexes dated *th February 2009. I confirm that I am duly authorised and empowered to sign this letter of acceptance.

Project Principal

Signature 1	_____	Date	_____
Name [Ⓣ]	_____	Position [Ⓣ]	_____
	_____		_____
Council [Ⓣ]	_____		_____
Address [Ⓣ]	_____		
County [Ⓣ]	_____	Postcode [Ⓣ]	_____

(Ⓣ – Print in block capitals)

