

# **Economic Vulnerability Fund (EVF)**

## **GRANT AGREEMENT**

between

**DEVON COUNTY COUNCIL**

and

**EXETER CITY COUNCIL**

**THIS AGREEMENT** is dated 02/03/2023.

### **PARTIES**

- (1) **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, Exeter EX2 4QD  
(Funder)
- (2) **EXETER CITY COUNCIL**
- (3) of Civic Centre, Paris Street, Exeter. EX1 1JN (Recipient). (Recipient).

### **BACKGROUND**

Team Devon councils put into place several ways to support Devon's communities through the response and recovery phases of the COVID19 crisis. Amongst other support this included distributing a £1.295m Economic Vulnerability Fund (EVF) to Team Devon Councils. This EVF funding allocated from government grants provided to Devon County Council has continued to provide support to vulnerable people affected; facilitating greater connections and support approaches between all Team Devon partners. This grant agreement provides an adaptation and extension of the existing EVF to help Team Devon Councils respond to the continuing hardship challenges (similarly encountered under the pandemic) within Devon which have been compounded by the ongoing cost of living crisis.

- A** The Funder has agreed to pay the Grant to the Recipient to assist it in providing:
- support, over and above that provided by any Household Support Fund scheme in operation
  - immediate financial relief to meet the presenting and evidenced needs of local people who have become financially vulnerable as a result of the Cost-of-Living Crisis.

Such support will be via the respective District Council Hardship scheme(s), or via further District agreements with local voluntary and community organisations/groups to deliver responsive packages of help and support with agreed outcomes that meet the emerging needs of those impacted locally by the Cost-of-Living Crisis.

Options may include rounded packages of financial and non-financial support tailored to the short-term and long-term needs of people who are in hardship due to particular circumstances (e.g. newly redundant etc).

- B** This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- C** These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

## **AGREED TERMS**

### **1. Interpretation**

- 1.1 Reference to any statute or statutory provision includes a reference to:
  - (a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated; and
  - (b) all statutory instruments or orders made pursuant to it.
- 1.2 Words denoting the singular number only shall include the plural and vice versa. Words denoting any gender include all genders and words denoting persons shall include firms, corporations and vice versa.
- 1.3 Unless the context otherwise requires reference to any clause, sub-clause or schedule is a reference to a clause, sub-clause or schedule (as the case may be) of or to this Agreement.
- 1.4 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

### **2 The Grant**

2.1 Subject always to clause 2.3 and the conditions set out in this Agreement, the Funder shall pay to the Recipient the funding in the sum of **£55,092:00 (fifty-five thousand, and ninety-two pounds) (Grant)**. Please note Appendix 1 which details the additional funding arrangements and conditions that apply under this Agreement.

The Grant shall be paid in accordance with the following details:

<b>Payment</b>	<b>Date due</b>
<b>£55, 092</b>	15/03/2023
<b>(This will be added to £13,826 already held by Exeter City Council, making a total fund of £68,918:00)</b>	

This grant payment from DCC will be added to the existing and unspent EVF amount already held by Exeter City Council, amounting to £13,826:00, for the purpose of implementing Appendix 1. The total fund for Appendix 1 therefore equates to £68,918:00.

- 2.2 The Recipient shall use the Grant for the purpose only of contributing towards the Project and for no other purpose whatsoever without the prior written agreement of the Funder. The Recipient further undertakes that any part of the Grant which remains unexpended shall be repayable to the Funder on demand.
- 2.3 In the event that the Recipient fails to use the Grant for the purpose outlined in this Agreement or any information it supplied to the Funder was completed fraudulently, incorrectly or materially misleadingly or the Recipient acts fraudulently or negligently at any time during the completion of the Project or otherwise fails to comply with any of the conditions contained in this Agreement the Funder shall be entitled to terminate this Agreement and require the Recipient to repay some or all of the Grant as the Funder at its sole discretion shall determine.
- 2.4 The Recipient must ensure that the Project at all times complies with all relevant and necessary statutory requirements, including without limitation, those arising under the Health and Safety at Work etc Act 1974, and any other acts, orders, regulations and codes of practice which may apply to employees and other persons working on, or affected by, the Project and that any and all consents, authorities, permissions, licences and insurances are obtained and maintained throughout the Project.
- 2.5 Grant Period: **For use between 01/03/2023 and 31/03/2024**

### **3 Records**

- 3.1 The Recipient must make available to the Funder, at such times as it shall reasonably request, such information as the Funder requires enabling it to satisfy itself that the Recipient is using the Grant in accordance with the terms and conditions of this Agreement. In particular the Recipient will maintain a financial audit trail in respect of the Project and make such audit trail available to the Nominated Officer (as defined in clause 10) upon reasonable notice together with all other financial records concerning the Project.

### **4 Data Protection**

- 4.1 Both parties will comply with all applicable requirements of and all their obligations which arise in connection with this Agreement under the General Data Protection Regulation (*Regulation (EU) 2016/679*) and / or any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

### **5 Governance**

- 5.1 Team Devon Councils (including Exeter City Council) are required to report to Devon County Council:
- expenditure incurred during 2022/23 and balances remaining by 30<sup>th</sup> April 2023
  - expenditure incurred during 2023/24 and balances remaining by 30<sup>th</sup> April 2024

Administration of the funds should fit with each District Council's financial regulations and records should be available to respective internal audit teams if required.

## **6 Liability**

- 6.1 The Funder accepts no liability whatsoever for the Project whether before, during or after its completion and the Recipient undertakes to indemnify and keep the Funder indemnified from and against any and all loss, damage, liability (whether criminal or civil) and costs (including legal fees) suffered by the Funder in respect of any matter arising under this Agreement including any breach thereof by the Recipient or in respect of the Project resulting in any successful claim by a third party.

## **7 Freedom of Information**

- 7.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**)
- 7.2 The Recipient shall:
- 7.2.1 provide all necessary assistance and cooperation as reasonably requested by the funder to enable the Funder to comply with its obligations under the FOIA and EIRS.
  - 7.2.2 transfer to the Funder all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
  - 7.2.3 provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
  - 7.2.4 not respond directly to a request for information unless authorised in writing to do so by the Funder.
- 7.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## **8 Nominated Officer**

- 8.1 The Funder will identify an officer (**Steven Edwards**) who will liaise with the Recipient over all aspects of this Agreement.

## **9 No Partnership or Agency**

- 9.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship or principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

**10 Assignment**

10.1 The Recipient may not assign any or all of its rights under this Agreement without the prior written agreement of the Funder.

**11 Counterparts**

11.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

**12 Governing Law**

12.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

SIGNED by  
Simon Kitchen, Head of Communities - for and on behalf of  
DEVON COUNTY COUNCIL



Authorised Signatory

SIGNED by



SIGNED by  
Michelle White, Deputy Chief Finance Officer - for and on behalf of  
Exeter City Council

Authorised Signatory

**Appendix 1**

**Exeter City Council proposes:**

The Economic Vulnerability Fund will be used in line with the report agreed by Team Devon Leaders & Chiefs. It will be used to complement support provided through the Household Support Fund and bolster local hardship provision through to end of March 2024 or until funds are exhausted. Particular attention will be given to where shortfalls in support are identified for priority groups, including those identified in the recent Food & Fuel insecurity report. Detailed scheme design will depend on the level of funding for Household Support Fund 4 / 5 and any conditions attached to the deployment of that fund.

In line with the reporting requirement within Section 5, and as a minimum, the following information will be reported upon within the timescales stated:

The total EVF amount spent  
The total number of households supported by the EVF

The total amount of EVF outstanding.

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