

**ORIGINATOR: POLICY OFFICER**

**DECISION NUMBER: 26-2015**

**REASON FOR SUBMISSION: FOR DECISION**

**SUBMITTED TO: POLICE AND CRIME COMMISSIONER**

**SUBJECT: AWARD OF CRIME AND DISORDER REDUCTION GRANT – CATCH 22  
COMMUNITY MEDIATION SERVICE WEST SUFFOLK**

**SUMMARY:**

1. The Police and Crime Commissioner can commission services that:
  - a) secure, or contribute to securing, crime and disorder reduction in Suffolk;
  - b) are intended to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour.
 This is in accordance with the provisions in the Anti-Social Behaviour, Crime and Policing Act 2014. In applying this provision, the PCC will ensure that the services commissioned are also consistent with the Suffolk Police and Crime Plan 2013 – 2017.
2. This report seeks approval to award a Crime and Disorder Reduction Grant to Catch 22 for the amount of £7,000 for a mediation service to run between 1 April 2015 and 31 March 2016 in the west of Suffolk.
3. The funding will enable crime and disorder reduction activity focussing on the Police and Crime Plan objectives by reducing Anti-Social Behaviour and reducing the demand on the police.


**RECOMMENDATION:**

That the PCC approves a grant of £7,000 for the period to 1 April 2015 to 31 March 2016 from the PCC's Police and Crime Plan Fund for a Mediation Service.

**APPROVAL BY: PCC**

The recommendation set out is agreed.

Signature

  
**C.L. JACKSON, CHIEF EXECUTIVE**  
*for and on behalf of the PCC.*

Date **26 March 2015**

## **DETAIL OF THE SUBMISSION**

### **1. INTRODUCTION**

- 1.1 The Police and Crime Commissioner can commission services that:
- a) secure, or contribute to securing, crime and disorder reduction in Suffolk;
  - b) are intended to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour.
- This is in accordance with the provisions in the Anti-Social Behaviour, Crime and Policing Act 2014. In applying this provision, the PCC will ensure that the services commissioned are also consistent with the Suffolk Police and Crime Plan 2013 – 2017.
- 1.2 This report seeks approval to award a Crime and Reduction Disorder Grant of £7,000 to fund a mediation service in the west of Suffolk.

### **2. BENEFIT OF A MEDIATION SERVICE**

- 2.1 A Mediation Service will provide residents with the opportunity of free mediation, as an early intervention tool to resolve anti-social behaviour related neighbour disputes. This can help reduce future demands on services, in particular policing, at a time when many organisations are facing reductions in funding and resources.
- 2.2 Mediation offers early intervention to a conflict, therefore preventing situations from escalating and becoming harmful and more entrenched, which could lead to arrest and have an impact on the wider community. Mediation can help to resolve conflict amicably.
- 2.3 Involving people in how to resolve disputes through communication can help empower people to resolve future conflict they may experience themselves, without the automatic involvement of the statutory agencies.
- 2.4 The Mediation Service will also enable police officers to offer mediation as part of the menu of Community Remedy options which can be used to address low-level ASB and crime out of court. The Community Remedy was introduced as part of the requirements of the Anti-Social Behaviour Crime and Policing Act 2014.

### **3. MEDIATION SERVICE**

- 3.1 Catch22 will deliver a free and impartial mediation service across Babergh, Mid Suffolk, Forest Heath and St Edmundsbury local authority areas to address the increasing numbers of reports to police and local authorities of 'anti-social behaviour neighbour disputes' which impact on service demand and can be difficult to resolve.
- 3.2 Mediation is a voluntary, non-judgemental and confidential process. It gives participants ownership of what they are taking part in and therefore there is more commitment when agreement is made as people have invested their time and energy in to forming it. Referrers are kept up to date with progress and agreements are shared with the consent of the participants. In our experience, it is very rare that an agreement is not allowed to be shared with agencies involved, which has benefits for the police as they can then remind people of what they agreed after the Mediation Service has finished its work.
- 3.3 The mediation process will include Catch22 visiting all participants to be involved in the mediation for an initial assessment to establish the issues. The service would then work with the participants to reach a realistic and sustainable agreement whereby they could move forward with their lives living or operating (in the case of

community groups) within the same vicinity. Mediation can be either a face to face meeting or carried out by 'shuttle' where information is 'shuttled' to and fro between participants until agreement is reached. Shuttle can be delivered over the phone, between houses or by people being present in different rooms in a neutral venue. Shuttle is only used if it is felt there are too many risks involved with a face to face or if a participant feels particularly vulnerable. Face to face meetings are carried out in venues such as community halls which are neutral to all participants.

- 3.4 Participants are made as comfortable as possible with the mediation process by being encouraged to reflect on the alternatives to mediation, to have supporters with them if needed including support workers if they have mental health/drug or alcohol issues.
- 3.5 Risk assessments are carried out on a continual basis to ensure safety of participants at all stages of the process and if any risk is established, Catch22 will manage this accordingly.
- 3.6 Community mediation takes approximately 10 hours per case based on two sets of participants taking part. Hours can vary and resources will be allocated on an hourly basis.
- 3.7 Catch22 is able to work with direct neighbours, streets and community groups to deliver this process. Catch22 Mediators are fully trained and qualified and are supported by trained volunteer co-mediators.
- 3.8 Catch22's application for funding received written support from operational staff in the Constabulary and the lead officer from the Countywide Restorative Approaches Hub.

#### **4. OUTCOMES**

- 4.1 Outcomes will be obtained and measured by completing pre-mediation and post-mediation evaluation feedback questionnaires. The questionnaires will include a number of questions to ascertain:-

Pre:

- What are the participants stress levels?
- Has the situation has been affecting their health?
- How long the dispute has been ongoing for?

Post:

- Have stress levels reduced?
- If health was affected, has this been improved?
- Was agreement reached at mediation?
- How satisfied do participants feel the process was?

- 4.2 The key measures of success:

- A reduction in repeat calls to Police and other agencies (from the complainants)
- The number of successful agreements drawn up by the mediator and agreed by both parties
- Individual user evaluation feedback (as per questionnaires above)
- Promotion of service will lead to self-referral, rather than involving resources from statutory agencies to passport

- 4.3 In addition input and output measures such as the number of cases dealt with during the period, where they are referred from (which agency) and where geographically will be monitored.

## **5. MISCELLANEOUS CONDITIONS OF AWARD**

- 5.1 This award is a one-off award and outputs/outcomes should be delivered in the period 1 April 2014 to 31 March 2015.
- 5.2 Payment of the award does not confer any ongoing obligation on the PCC to make payments for the period beyond 31 March 2015.
- 5.3 This award may not be used for any activities other than those set out within this decision paper or as approved in writing by the PCC.
- 5.4 This award is made on the condition that if Catch22 ceases to function or the grant is not used for the purposes set out within this decision paper the funding must be repaid to the PCC.
- 5.6 Catch22 must be able to demonstrate that the grant is being managed in an efficient and effective manner, and that they are actively seeking to minimise bureaucracy and streamline processes in order to deliver the best possible outcomes.
- 5.7 Payment will be made within 21 working days of the receipt of a payment request and must be accompanied by the appropriate monitoring information.
- 5.8 The PCC will not pay in advance of need. If the PCC reasonably believes that payment is being made in advance of need, the PCC may change the timing and/or the amount of any payments.
- 5.9 Catch22 will report provide regular progress updates to the PCC including financial monitoring and input, output and outcomes delivered by the service. A mid-year monitoring report will be expected to be received by 21 October 2015 and an end of year report on the award of grants and outcomes shall be presented to the PCC by 21 April.
- 5.10 The PCC shall be notified as soon as reasonably practicable if an underspend is forecast and any underspend must be returned to the PCC.
- 5.11 By accepting the award from the PCC, Catch22 makes a commitment to acknowledge the PCC's support publicly and must acknowledge their funding from the PCC in all their promotional work. Any recipients of funding must display the PCC's logo in all publicity for the life of the initiative. Logo artwork can be provided upon request. Any exceptions must be agreed with the PCC.
- 5.12 Catch 22 shall ensure that third party recipients have adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the PCC on request.
- 5.13 The PCC accepts no liability to Catch22 or any third party recipients for any costs, claims, damage or losses, however they are incurred, except for to the extent that they arise from personal injury or death which is caused by the PCC's negligence.
- 5.14 Catch22 agrees to indemnify the PCC for any costs, claims, damages or losses which arise as a result of negligence by Catch22 or out of any breach of any of the conditions of award.

**6. FINANCIAL IMPLICATIONS:**

6.1 There will be no additional costs to the PCC beyond the £7,000 although there should be reduced demand on the Constabulary as a result of the direct work of the Mediation Service.

**7. OTHER IMPLICATIONS AND RISKS:**

6.1 There are no major implications or risks associated with this decision paper.

<b>ORIGINATOR CHECKLIST (MUST BE COMPLETED)</b>	<b>PLEASE STATE 'YES' OR 'NO'</b>
Has legal advice been sought on this submission?	Yes
Has the PCC's Chief Finance Officer been consulted?	Yes
Have equality, diversity and human rights implications been considered including equality analysis, as appropriate?	Yes
Have human resource implications been considered?	N/A
Is the recommendation consistent with the objectives in the Police and Crime Plan?	Yes
Has consultation been undertaken with people or agencies likely to be affected by the recommendation?	Yes
Has communications advice been sought on areas of likely media interest and how they might be managed?	Yes
Have all relevant ethical factors been taken into consideration in developing this submission?	Yes

In relation to the above, please ensure that all relevant issues have been highlighted in the 'other implications and risks' section of the submission.

**APPROVAL TO SUBMIT TO THE DECISION-MAKER** (this approval is required only for submissions to the PCC).

*For and on behalf of:*

**Chief Executive**

I am satisfied that relevant advice has been taken into account in the preparation of the report and that this is an appropriate request to be submitted to the (add decision-maker's title e.g. the PCC).

*[Handwritten signature]*  
**Signature:**

**Date** *24/3/15*