

ORIGINATOR: HEAD OF COMMISSIONING

DECISION NO. 24-2020

REASON FOR SUBMISSION: FOR DECISION

SUBMITTED TO: POLICE AND CRIME COMMISSIONER

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

SUMMARY:

1. In accordance with the provisions in the Anti-social Behaviour, Crime and Policing Act 2014 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. In applying this provision, the PCC will ensure that the services commissioned are consistent with the Suffolk Police and Crime Plan 2017-2021.
2. This report seeks approval to award a grant to Catch 22 for the amount of £17,600 for the period 1 November 2020 to 31 October 2021 to deliver the Mediation Service in Suffolk.
3. The funding will enable crime and disorder reduction activity focusing on the Police and Crime Plan objectives by reducing anti-social behaviour and reducing the demand on the police.

RECOMMENDATION:

1. It is recommended that the PCC awards grant funding of £17,600 to Catch 22 for delivery of the Mediation Service in Suffolk for the period 1 November 2020 until 31 October 2021.

APPROVAL BY THE POLICE AND CRIME COMMISSIONER

The recommendation set out is agreed.

Signature



Date 30.10.2020

DETAIL OF THE SUBMISSION

1. INTRODUCTION

- 1.1 Section 143 of the Anti-Social Behaviour, Crime and Policing Act 2014 enables the Police and Crime Commissioner to provide or arrange for the provision of:
- (a) services that in the opinion of the local policing body will secure, or contribute to securing, crime and disorder reduction in the body's area;
 - (b) services that are intended by the local policing body to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour;
 - (c) services of a description specified in an order made by the Secretary of State.

The PCC arranging for the provision of services under this section may make grants in connection with the arrangements and grants may be subject to any conditions (including conditions as to repayment) as appropriate.

- 1.2 In applying this provision, the PCC will ensure that the services commissioned are also consistent with the Suffolk Police and Crime Plan 2017-2021.
- 1.3 This report seeks approval to use PCC Crime and Disorder Reduction grant funding to support the delivery of the Mediation Service in Suffolk for the period 1 November 2020 until 31 October 2021.

2. POLICE AND CRIME PLAN OBJECTIVES

- 2.1 The proposed grant is intended to contribute to the delivery of the following Police and Crime Plan 2017-2021:
- Caring about victims, communities, the local economy and our workforce;
 - Protecting the most vulnerable people and communities by prevent, reducing and solving crime;
 - Delivering efficient and effective services with the right resource.

3. CATCH 22 – MEDIATION SERVICE

- 3.1 Catch 22 is a registered charity operating as a not for profit business with a social mission. In Suffolk, Catch 22 has worked with local authorities, housing and policing for over 9 years to reduce the burden of neighbourhood disputes by offering an alternative way to resolve issues (Mediation Service).
- 3.2 The PCC first supported the Mediation Service in April 2015 and since then has had the support of the Community Safety Partnership chairs in awarding funding annually through the PCC Fund to the service.
- 3.3 The Mediation service provides a facility for police officers and staff to refer neighbourhood dispute cases to. The types of issues addressed include neighbour disputes, anti-social behaviour, family conflict, property boundaries, parking, harassment and litter.
- 3.4 The proposed funding will be used to continue this provision of an alternative means of managing neighbourhood conflict situation and will reduce time and resource pressure on the police. Catch 22 also provide a mediation service to Ipswich Borough Council (Housing and ASB staff) and local housing associations.
- 3.5 The countywide service is independent, non-judgemental and confidential, providing the best possible change of resolving neighbourhood issues, finding practical solutions

and better routes of communication so that residents do not have to resort to calling the police.

3.6 Catch22 Mediators are fully trained and qualified and are supported by trained volunteer co-mediators. Professional practice standards are complied with.

3.7 Between October 2019 and August 2020 the service receive 41 new referrals and 177 people benefited from the service. A range of outcomes were successfully achieved including:

- Where mediation took place 100% of service users reported a reduction in stress.
- 95% of Police Officers report a reduction or complete cessation of calls/complaints.
- In the cases where criminal proceedings were identified as likely by referring officers, this was prevented with 93% of officers reporting that mediation stopped an escalation of the dispute.
- 90% of service users felt safer after working with the service.
- 100% of service users would recommend the service to others.

3.8 Feedback from service users shows the changes in behaviour and impact on individuals having engaged with service:

"It has been resolved and they are more aware of what we want. They have threatened me and called the police in the past but that has stopped now. Things are much more peaceful."

"Although there was no mediation, there was an agreement that actions taken were wrong and we would attempt to be more respectful of each other in the future."

"Through mediation we have avoided further police and CPS involvement. Everything was handled very well."

3.9 Feedback provided by Suffolk Constabulary shows clear support for the service which demonstrably reduces time and resource pressure on the police as well as providing an alternative route to criminalisation where appropriate.

"Communication was easy and fast. The referral process was quick and simple and I received notification very early of my referral with what the plan of action was going to be. I also got good updates on progress throughout."

"Catch22 provide an invaluable service to assist police - they can mediate between neighbours where police don't have the capacity to do so, and therefore help both parties resolve issues and help avoid more calls to police."

"Invaluable, especially in cases where prosecution is not the best course of action for all concerned and to get a successful resolution."

3.10 It is expected that the service will benefit at least 130 people during the year, directly and indirectly.

3.11 This decision paper proposes to fund the service from the PCC's commissioning budget until 31 October 2021 whilst the OPCC assesses the potential for commissioning a mediation service on a long-term basis.

4. MONITORING AND OUTCOMES

4.1 This grant award is made on the basis of financial and activity data being made available to the PCC. The intended outcomes for the programme are set out below.

- Referrers report a reduction in calls and complaints from residents.
 - Referrers report that escalation to criminal or enforcement measures have been avoided.
 - Where mediation takes place a minimum of 90% of services users report a reduction in stress levels.
- 4.2 Catch 22 will also collate the geographical spread of referrals, police and service user feedback.
- 4.3 A monitoring report will be required at 6 month and year end setting out activity and progress towards outcomes, along with financial expenditure.

5. FINANCIAL IMPLICATIONS

- 5.1 Monitoring and evaluation from previous service delivery provides evidence there are service and financial benefits in terms of reduced costs and resource implications on the Constabulary and other public services as a direct result of the Mediation Service.
- 5.2 The proposed funding of £17,600 will support the continued employment of the part time coordinator, sessional mediators and some administration costs. The use of sessional mediators allows the service to respond to demand in a flexible manner and provides greater value for money.
- 5.3 The increased funding (previously funded £14,000 a year) reflects the increasing demand for the service, greater awareness of the service with Suffolk Constabulary and therefore the likely increased hours of the staff.

6. OTHER IMPLICATIONS AND RISKS

- 6.1 If the recommended funding is not awarded then Suffolk Constabulary will no longer be able to refer to the service.
- 6.2 An assessment of risk in delivery of the service has been undertaken. This assessment has considered the value of the grant sought, the duration of delivery and the history of delivery and ability to deliver. The monitoring arrangements outlined in the conditions of award reflect the fact that the Catch 22 has successfully delivered the service since 2015.
- 6.3 The service was able to continue operating during the Covid-19 pandemic with work being carried out over the phone. Some mediation is now being carried out in person once appropriate risk assessments have been undertaken.
- 6.4 Should there be any risk to the service being delivered, Catch 22 is required to notify the PCC.
- 6.5 Full conditions of award can be found in Appendix A.

7. RECOMMENDATIONS

- 7.1 It is recommended that the PCC awards grant funding of £17,600 to Catch 22 for delivery of the Mediation Service in Suffolk for the period 1 November 2020 until 31 October 2021.

ORIGINATOR CHECKLIST (MUST BE COMPLETED)	PLEASE STATE 'YES' OR 'NO'
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?	Yes
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

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 PCC.



Signature:

Date 29.10.2020



AWARD OF GRANT TO CATCH 22

CONDITIONS OF GRANT

1. Police and Crime Commissioner's Grant
 - 1.1 In accordance with the provisions in the Anti-Social Behaviour, Crime and Policing Act 2014 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.
 - 1.2 Commissioning decisions will be made on the basis of the extent to which the initiative is considered to be able to deliver outcomes, in terms of:
 - a) securing, or contribute to securing, crime and disorder reduction in Suffolk, or
 - b) helping victims or witnesses of, or other persons affected by, offences and anti-social behaviour.
 - 1.3 The Police and Crime Commissioner for Suffolk will award a grant of £17,600 to Catch 22 for the period 1 November 2020 to 31 October 2021 for the delivery of the Mediation service (Suffolk Police Service).
2. Conditions of Award
 - 2.1 This award is one-off award is made on the basis of delivering the service above. The agreement of this award does not place any ongoing responsibility on the PCC to fund the service beyond the period of this grant.
 - 2.2 The award is also made on the basis that the grant recipient uses the grant for the proposed service (paragraph 1.3 above). In the event that the grant is not used for these purposes the monies must be repaid to the PCC.
 - 2.3 Where the grant is used to provide services for victims of crime those services must be free of charge.
 - 2.4 The following costs are not Eligible Expenditure: Payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.
 - 2.5 The grant recipient must be able to evidence appropriate safeguarding procedures for those using their services and have due regard for the Suffolk Safeguarding Partnership policies and guidance in relation to safeguarding Children and Adults.

The grant recipient must ensure that its services, policies, training, recruitment, vetting and referral processes appropriately safeguard children and vulnerable adults.

- 2.6 The grant recipient shall ensure that service users are able to access a complaints procedure which enables them to raise complaints and to obtain appropriate redress.

3. Bureaucracy

- 3.1 The grant recipient must be able to demonstrate that they are managing the grant in an efficient and effective manner, and are actively seeking to minimise bureaucracy and streamline processes in order to deliver the best possible outcomes.

4. Transfer of funds

- 4.1 Payment will be made following the receipt of an invoice/payment request.
- 4.2 The grant recipient will invoice the PCC for the grant after which transfer of funds will be arranged within 21 working days of receipt of the invoice.
- 4.3 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.
- 4.4 In order for any payment to be released, the PCC will require the grant recipient to:
- have accepted these conditions by signing and returning a copy of this Conditions of Award agreement,
 - have provided a communications plan and agreed publicity for this decision;
 - have provided appropriate bank details, and
 - be in compliance of the terms of award

5. Monitoring and Reporting

- 5.1 The grant recipient will report six monthly on progress with activity to the PCC and on financial expenditure.
- 5.2 The PCC may require the attendance of any grant recipient at a public meeting of the PCC's Accountability and Performance Panel, on dates as determined by the PCC's Chief Executive. If this is the case the Chief Executive will advise the recipient.
- 5.3 The grant recipient must notify the PCC immediately if the organisation ceases to operate, the project does not proceed or if an underspend is forecast. Any underspend must be returned to the PCC.

6. Commissioning Principles

- 6.1 In the circumstances where the grant recipient commissions services from other bodies applications must be assessed (by the grant recipient) with good practice commissioning principles in mind (e.g. guidance on commissioning issued by the Association of Policing and Crime Chief Executives) and the PCC's Contract Regulations, and will have due regard for equality, diversity and human rights issues.

7. Publicity and Marketing

- 7.1 By accepting the award from the PCC the grant recipient 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 via the grant

recipient 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.

- 7.2 The grant recipient will liaise with the PCC's Communications Manager to agree a communications plan, including publicising this funding decision.

8. Access to Information

- 8.1 The PCC expects reasonable access to any records and information held by the grant recipient for purposes associated with the award.

- 8.2 The PCC reserves the right to withhold all or any payments of the award if the PCC has reasonably requested information/documentation from the grant recipient and this has not been received by the PCC in the timescales reasonably required.

9. Miscellaneous

- 9.1 The award may not be used to support or promote religious activity. This will not include inter-faith activity.

- 9.2 The grant recipient must ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf complies with any applicable law for the time being in force (so far as binding on the recipient).

- 9.3 The grant recipient, and its employees, shall be careful not to be subject to conflicts of interest.

- 9.4 The grant recipient shall ensure that third party recipients have comprehensive insurance cover (including, but not limited to, public liability insurance) in place and shall provide evidence of such insurance to the PCC on request.

- 9.5 The PCC accepts no liability to the grant recipient or 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.

- 9.6 The grant recipient agrees to indemnify the PCC for any costs, claims, damages or losses which arise as a result of negligence by the grant recipient or out of any breach by grant recipient of any of the conditions of award.

- 9.7 The grant recipient will, in relation to the service being commissioned, ensure that any data processing that is carried out to deliver the service meets the requirements of the General Data Protection Regulation (GDPR) or other relevant data protection legislation, and further ensure that the rights of the data subject are delivered.

- 9.8 The grant recipient will be expected to evidence their compliance as appropriate with the GDPR and such other relevant legislation if asked to do so by the PCC.

10. Termination

- 10.1 This agreement may be terminated by either party giving the other at least three months' notice in writing.

ACCEPTANCE OF GRANT

Catch 22 accepts the offer of an award of £17,600 and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of Catch 22:

Signature	
Name:	
Position:	
Date:	

Bank details for grant payment:

Bank name:	
Branch name:	
Sort Code:	
Account name:	
Account number:	
Address:	
Postcode:	

Signed on behalf of the Police and Crime Commissioner for Suffolk:

Signature	
Name:	
Position:	
Date:	