

## PFCC Decision Report

**Report reference number:** 131-23

**Classification:** Not protectively marked

**Title of report:**

Grant Agreement – ASB Hotspot Response Pilots for the Period 1 April 2023 – 21 March 2024

**Area of county / stakeholders affected:** Colchester, Chelmsford, Brentwood, Southend-on-Sea, Tendring, Harlow, Epping Forest, Thurrock and Basildon

**Report by:** Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

**Chief Officer:** Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

**Date of report:** 27 July 2023

**Enquiries to:** Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

### 1. Executive Summary

The Home Office is proposing to provide the PFCC with grant funding of up to £1,050,000 to deliver one of 10 Anti-Social Behaviour (ASB) Hotspot Response Pilots as part of its ASB Action Plan. This decision report seeks authority to enter into the associated grant agreement.

### 2. Recommendations

That the PFCC authorises the Chief Executive and Monitoring Officer, as the Scheme Manager, and the Strategic Head of Performance and Resources, as the Senior Finance Officer, to sign and return the grant agreement attached at Appendix 1 on their behalf.

### 3. Background to the proposal

The Government's Anti-Social Behaviour (ASB) Action Plan was published on 27 March 2023 as part of the Government's Levelling Up agenda, specifically in pursuit of the missions to improve pride of place and to reduce crime. Alongside this, the Government announced that 10 police force areas, including Essex, would be funded to pilot new responses to ASB hotspots in 2023/24 ahead of wider rollout across England and Wales in 2024/25.

The Prime Minister was clear in his expectation that all pilots are to be up and running by October 2023. The pilot in Essex went live on 17 July 2023.

#### **4. Proposal and associated benefits**

The funding is intended to reduce anti-social behaviour across the county by guaranteeing additional patrols and interventions by police and other uniformed officers in specific areas and at specific times when ASB is most prevalent.

The Delivery Plan attached at Appendix 2 has been agreed by the Home Office. Through this Delivery Plan, the PFCC has demonstrated that it has the organisational capability and capacity to deliver the target outcomes and impacts described within the terms and conditions of the grant agreement. However, it is recognised by the Home Office that, as a trailblazer, it may be necessary to iterate this document at a later stage. As such, this should be considered a live document that can be changed through mutual agreement where appropriate.

The key performance indicators (KPIs) to be reported on and monitored are set out in Schedule 3 to the attached agreement.

#### **5. Options analysis**

The PFCC could choose not to approve the grant agreement attached at Appendix 1, however this would leave them unable to access the £1,050,000 grant funding allocated to them to deliver the activity described in the Delivery Plan attached at Appendix 2.

#### **6. Consultation and engagement**

Consultation has been undertaken with Essex Police, local Community Safety Partnerships (CSPs) and the Essex Council for Voluntary Youth Services in order to identify the agreed hotspot areas and develop the Delivery Plan attached at Appendix 2, which the Home Office funding is intended to deliver.

#### **7. Strategic links**

The PFCC's Police and Crime Plan 2021 – 2024 identifies preventative activities (such as patrols by uniformed officers) as being critical to improving the wellbeing of people across Essex, by making sure that crime and anti-social behaviour do not happen in the first place, and that children and young people are kept safe from harm. The Police and Crime Plan also recognises that, to improve the safety of our communities, we must work closely in partnership with other services across Essex – as we propose to do in the delivery of this pilot.

The proposal also contributes to the achievement of the following specific commitments to further invest in crime prevention within the Police and Crime Plan:

- Invest in neighbourhood policing to get crime down.
- Work with Safer Essex and in line with the Crime Prevention Strategy to invest more in preventing crime in Essex.

- Build on the success of Community Safety Partnerships (CSPs) by encouraging increased targeting of hotspots, including in the night-time economy, and known offenders to tackle crime and anti-social behaviour (ASB).

The Anti-Social Behaviour Action Plan ASB Hotspot Response Pilot areas will also contribute towards achieving objective one of the Home Office Outcome Delivery Plan: to reduce crime.

## **8. Police operational implications**

Four police patrols will take place in each hotspot area during every week of the funding period. Each patrol will last four hours and be made up of two people.

The police patrols will be complemented by resources from the local CSPs, which will be utilising Street Wardens, ASB Officers, Community Safety Officers and other staff within the local authority / CSP to patrol.

## **9. Financial implications**

The maximum grant amount payable to the PFCC by the Home Office under the terms of this agreement is £1,050,000, which must be spent by 31 March 2024. The costs / payments that may be met through the grant are confirmed in paragraph 8.2 of the grant agreement. Ineligible expenditure is set out in paragraphs 8.3 – 8.4 and Annex E of the attached agreement.

The grant amount will not be increased in the event of any overspend. Equally, any monies that remain unspent at the end of the funding period shall be returned to the Home Office, unless agreed otherwise in writing by them.

The PFCC will need to ensure that the grant is accounted for and monitored separately from its other funding streams.

## **10. Legal implications**

The Home Secretary awards this grant funding pursuant to the power conferred on her by section 169 of the Criminal Justice and Public Order Act 1995.

The grant agreement attached at Appendix 1 sets out the legally binding terms and conditions applicable to the grant. Either party may request changes to the grant agreement in writing at any time during the funding period.

The grant agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

## **11. Staffing implications**

The PFCC's Community Safety and Criminal Justice Manager will act as the Lead Officer for the project, co-ordinating activity and working with Essex Police's Lead Officer to collate monitoring data for submission to the Home Office.

## **12. Equality and Diversity implications**

As a condition of the grant, the PFCC is required to ensure that both it and any delivery partners have a current and regularly reviewed equality and diversity policy, which is publicised to all staff, and to provide these to the Home Office on request. The PFCC is also required to report to the Home Office any credible suspicions, or actual incidents, of sexual exploitation, abuse, bullying, harassment or discrimination related to the grant agreement or which would be of significant impact to the Home Office or any other Crown Body (e.g. any event that affects the governance or culture of the PFCC, such as those related to senior management).

## **13. Risks and mitigations**

As with any agreement of this type, there is a risk of disputes arising between the parties to it. The manner in which these would be dealt with is set out in paragraphs 24.1 – 24.5 of the attached agreement.

As with any such initiative, there is also a risk that some form of business continuity event will prevent delivery of the proposal and therefore the achievement of the associated objectives. To mitigate against this, the PFCC is required to have appropriate and proportionate contingency plans in place to ensure continuity of delivery.

There is also a risk of loss or personal injury to those undertaking activities associated with the grant. To mitigate against the potential impact of this, the PFCC must ensure that both it and any delivery partners have appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) and provide evidence of such insurance to the Home Office on request.

## **14. Governance Boards**

The Delivery Plan on which the grant agreement is based was approved through the regular Performance Meetings between the PFCC and the Chief Constable. The Senior Responsible Officer and Lead Officer for Essex Police have also consulted and engaged their colleagues through the force's Chief Officer Group.

## **15. Links to Future Plans**

As set out in section 3 above, the Home Office is providing this grant to enable the PFCC to deliver one of 10 ASB Hotspot Response Pilot trailblazers during 2023/24 in advance of rollout across England and Wales in 2024/25. The Home Office wrote to the PFCC on 19 June 2023 reiterating that the Government's Anti-Social Behaviour Action Plan is very clear that the hotspot approach will be rolled out to every police force in England and Wales in 2024/25. Paragraph 39 of the Action Plan sets out that there is around £60m available for hotspot work. Of this, £12m is being used in 2023/24, leaving £48m available in 2024/25, which would be enough for each force to receive the same level of funding that the initial trailblazers are to benefit from. The precise division of the pot in 2024/25 is still to be determined – and will be influenced by the outcomes of the pilots – but the clear intention is that every force (with the possible exception of the City of London) should receive some funding for this activity from 2024/25 onwards.

**16. List of Background papers and Appendices**

Appendix 1 – Grant Agreement between the Secretary of State for the Home Department and Police, Fire and Crime Commissioner for Essex – ASB Hotspot Response Pilots for the period 01 April 2023 to 31 March 2024

Appendix 2 – Delivery Plan Proposal Form

**Report Approval**

The report will be signed off by the PFCC Chief Executive and Chief Finance Officer prior to review and sign off by the PFCC / DPFC.

Chief Executive / M.O. Sign: 

Print: P. Brent-Isherwood

Date: 27 July 2023

Chief Finance Officer Sign: 

Print: Janet Perry

Date: 28 July 2023

**Publication**

Is the report for publication? YES  NO

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'None' if applicable)

None

If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

**Redaction**

If the report is for publication, is redaction required:

1. Of Decision Sheet? YES  NO  2. Of Appendix? YES  NO

If 'YES', please provide details of required redaction:

N/A

Date redaction carried out: .....

**Treasurer / Chief Executive Sign Off – for Redactions only**

If redaction is required, the Treasurer or Chief Executive is to sign off that redaction has been completed.

**Sign:** .....

**Print:** .....

**Chief Executive/Treasurer**

**Date signed:** .....

**Decision and Final Sign Off**

I agree the recommendations to this report:

**Sign:** 

**Print:** Jane Gardner

**PFCC/Deputy PFCC**

**Date signed: 03 August 2023**

I do not agree the recommendations to this report because:

.....

**Sign:**

**Print:**

**PFCC/Deputy PFCC**

**Date signed:**