



EVERSHEDS

National Police Collaboration Agreement—in relation to the setting up
of a Co-ordinating Body known as the National Police Chiefs' Council
("NPCC")

Eversheds LLP
Bridgewater Place
Water Lane
Leeds LS11 5DR

T +44 (0) 845 497 9797
F +44 (0) 845 498 4994
DX 12027 Leeds - 27
www.eversheds.com

THIS DEED OF AGREEMENT is made on

2015

BETWEEN THE FOLLOWING CHIEF OFFICERS

- (1) The Chief Constable of Avon and Somerset Constabulary
- (2) The Chief Constable of Bedfordshire Police
- (3) The Chief Constable of Cambridgeshire Constabulary
- (4) The Chief Constable of Cheshire Constabulary
- (5) The Commissioner of Police of the City of London
- (6) The Chief Constable of Cleveland
- (7) The Chief Constable of Cumbria Constabulary
- (8) The Chief Constable of Devon & Cornwall Police
- (9) The Chief Constable of Derbyshire Constabulary
- (10) The Chief Constable of Dorset Police
- (11) The Chief Constable of Durham Constabulary
- (12) The Chief Constable of Dyfed-Powys Police
- (13) The Chief Constable of Essex Police
- (14) The Chief Constable of Gloucestershire Constabulary
- (15) The Chief Constable of Greater Manchester Police
- (16) The Chief Constable of Gwent Police
- (17) The Chief Constable of Hampshire Constabulary
- (18) The Chief Constable of Hertfordshire Constabulary
- (19) The Chief Constable of Humberside Police
- (20) The Chief Constable of Kent Police
- (21) The Chief Constable of Lancashire Constabulary

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- (22) The Chief Constable of Leicestershire Police
 - (23) The Chief Constable of Lincolnshire Police
 - (24) The Chief Constable of Merseyside Police
 - (25) The Commissioner of Police of the Metropolis
 - (26) The Chief Constable of Norfolk Constabulary
 - (27) The Chief Constable of North Wales Police
 - (28) The Chief Constable of North Yorkshire Police
 - (29) The Chief Constable of Northamptonshire Police
 - (30) The Chief Constable of Northumbria Police
 - (31) The Chief Constable of Nottinghamshire Police
 - (32) The Chief Constable of South Wales Police
 - (33) The Chief Constable of South Yorkshire Police
 - (34) The Chief Constable of Staffordshire Police
 - (35) The Chief Constable of Suffolk Constabulary
 - (36) The Chief Constable of Surrey Police
 - (37) The Chief Constable of Sussex Police
 - (38) The Chief Constable of Thames Valley Police
 - (39) The Chief Constable of Warwickshire Police
 - (40) The Chief Constable of West Mercia Police
 - (41) The Chief Constable of West Midlands Police
 - (42) The Chief Constable of West Yorkshire Police
 - (43) The Chief Constable of Wiltshire Police
 - (44) The Chief Constable of the British Transport Police
 - (45) The Chief Constable of the Civil Nuclear Constabulary

(46) The Chief Constable of the Ministry of Defence Police

BETWEEN THE FOLLOWING FUNDING PARTIES

(47) Police and Crime Commissioner for Avon and Somerset

(48) Police and Crime Commissioner for Bedfordshire

(49) Police and Crime Commissioner for Cambridgeshire

(50) Police and Crime Commissioner for Cheshire

(51) Police and Crime Commissioner for Cleveland

(52) Police and Crime Commissioner for Cumbria

(53) Police and Crime Commissioner for Derbyshire

(54) Police and Crime Commissioner for Devon & Cornwall

(55) Police and Crime Commissioner for Dorset

(56) Police and Crime Commissioner for Durham

(57) Police and Crime Commissioner for Dyfed-Powys

(58) Police and Crime Commissioner for Essex

(59) Police and Crime Commissioner for Gloucestershire

(60) Police and Crime Commissioner for Greater Manchester

(61) Police and Crime Commissioner for Gwent

(62) Police and Crime Commissioner for Hampshire

(63) Police and Crime Commissioner for Hertfordshire

(64) Police and Crime Commissioner for Humberside

(65) Police and Crime Commissioner for Kent

(66) Police and Crime Commissioner for Lancashire

(67) Police and Crime Commissioner for Leicestershire

(68) Police and Crime Commissioner for Lincolnshire

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- (69) Police and Crime Commissioner for Merseyside
 - (70) The Mayor's Office for Policing and Crime
 - (71) Police and Crime Commissioner for Norfolk
 - (72) Police and Crime Commissioner for North Wales
 - (73) Police and Crime Commissioner for North Yorkshire
 - (74) Police and Crime Commissioner for Northamptonshire
 - (75) Police and Crime Commissioner for Northumbria
 - (76) Police and Crime Commissioner for Nottinghamshire
 - (77) Police and Crime Commissioner for South Wales
 - (78) Police and Crime Commissioner for South Yorkshire
 - (79) Police and Crime Commissioner for Staffordshire
 - (80) Police and Crime Commissioner for Suffolk
 - (81) Police and Crime Commissioner for Surrey
 - (82) Police and Crime Commissioner for Sussex
 - (83) Police and Crime Commissioner for Thames Valley
 - (84) Police and Crime Commissioner for Warwickshire
 - (85) Police and Crime Commissioner for West Mercia
 - (86) Police and Crime Commissioner for West Midlands
 - (87) Police and Crime Commissioner for West Yorkshire
 - (88) Police and Crime Commissioner for Wiltshire
 - (89) The Common Council of the City of London
 - (90) British Transport Police Authority
 - (91) Civil Nuclear Police Authority
 - (92) Secretary of State for Defence

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- (93) Sovereign Base Area Police
 - (94) The Isle of Man Constabulary
 - (95) Guernsey Police
 - (96) The State of Jersey Police
 - (97) The Royal Military Police
 - (98) The Royal Gibraltar Police
 - (99) RAF Police
 - (100) The Royal Navy Police.

BETWEEN THE FOLLOWING NON FUNDING PARTIES

- (101) The National Crime Agency;
 - (102) The College of Policing
- (together the "Parties")

1. BACKGROUND

- 1.1 As a result of the Parker Review, the Parties acknowledge that the Association of Chief Police Officers of England, Wales and Northern Ireland ("ACPO") which was incorporated on 1st April 1997 will be dissolved on or around the date of this Agreement.
- 1.2 In order to deliver some of the functions that were previously carried out by ACPO, the Parties have agreed to establish a new co-ordinating body known as the National Police Chiefs' Council (the "**NPCC**") which shall be hosted by the Metropolitan Police (the "**Host Force**"). This will be a non legal entity and shall be a collaboration between Chief Officers. The Host Force shall not be liable for the actions of the NPCC and any such liabilities shall be shared between the Parties to this Agreement in the manner set out in this Agreement.
- 1.3 The NPCC will enable operationally independent and locally accountable Chief Officers to co-ordinate the work of the police service in order to protect the public.
- 1.4 The Parties have agreed to collaborate with each other in relation to the running, the carrying out of the functions, the funding and the establishment of the NPCC.

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- 1.5 This Agreement is made pursuant to Section 22A of the Police Act 1996 (as amended) which enables chief officers of police and local policing bodies as defined in that Act and other parties to make an agreement about the discharge of functions by officers and staff where it is in the interests of the efficiency or effectiveness of their own and other police force areas. In entering into this Agreement the Parties have taken account of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary's power under section 23F of the Police Act 1996 to provide guidance about collaboration agreements and related matters.
- 1.6 The Parties agree that the Commissioner of Police of the Metropolis and the Mayor's Office for Policing and Crime are a party to this Agreement both in their capacity as a Chief Officer and Funding Party (in the same manner in which the other parties to this Agreement are a Chief Officer or Funding Party) and in their capacity as the Host Force.
- 1.7 The Parties recognise and agree that they collaborate together not just for the benefit of themselves, but also for the benefit of the Police Service of Scotland and the Police Service of Northern Ireland.

2. **DEFINITIONS**

In this Agreement the following expressions have the following meanings unless inconsistent with the context:

Definition	Interpretation
"ACPO"	The Association of Chief Police Officers;
"ACRO"	The ACPO Criminal Records Office;
"ACRO/UKCA board"	The governance boards established for the purpose of the exchange of criminal records and the other activities to be performed by ACRO;
"APCC General Meeting"	A general meeting of the Association of Police and Crime Commissioners, as set out in the APCC Articles of Association, which is a plenary session of Police and Crime Commissioners, conducted in line with standing orders of the company;
"Agreement"	The terms of this agreement between the Parties;
"Assets"	All of those tangible and non tangible assets (including property but excluding any contracts that are dealt with pursuant to clause 12 of this Agreement) which are

Definition	Interpretation
	required for the purposes of establishing the NPCC and, for the purposes of this Agreement, is anticipated to be financial assets, computers and office furniture;
"Assistant Commissioner of the Police of the Metropolis"	A police officer appointed from time to time pursuant to section 45 of the Police Reform and Social Responsibility Act 2011 in the role of Assistant Commissioner of the Police of the Metropolis;
"Audit and Assurance Board"	The audit and assurance board set up pursuant to Schedule 2;
"Audit and Assurance Chair"	The chair of the Audit and Assurance Board as further described in Schedule 2;
"Business Day"	A day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;
"Care of Police Survivors"	The independent entity and UK registered charity established in 2003 to support the families of police officers killed in the line of duty;
"Chair "	The person appointed to the role of the Chair of the NPCC from time to time who shall be appointed as an Assistant Commissioner of the Police of the Metropolis;
"Chief Constables Council"	The senior operational decision-making body for NPCC being the mechanism by which all the Chief Officers of police (as defined by section 101 Police Act 1996 (as amended)) consider national operational matters;
"Chief Police Officers"	All officers holding a substantive or temporary rank or appointment above that of superintendent rank and including non warranted staff in roles within Chief Officer teams in the Home Office forces and the Police Service of Northern Ireland, Police Scotland, British Transport Police and such other organisations from time to time
"Chief Officer"	A chief officer of police as defined under section 101 Police Act 1996 (as amended);
"COBR"	Cabinet Office Briefing Room;
"Code of Ethics for Policing"	The Code of Ethics is the written guide to the principles that every member of the policing profession of England and Wales is expected to uphold and the standards of

Definition	Interpretation
	behaviour they are expected to meet;
"College of Policing"	The professional body that supports the training and development of police officers and police staff;
"College of Policing Professional Committee"	The professional committee chaired by the Chief Executive of the College of Policing;
"Commissioner of Police of the City of London"	The police officer appointed to the role of the Commissioner for the City of London from time to time;
"Commissioner of Police of the Metropolis"	The police officer appointed to the role of The Commissioner of the Metropolitan Police Service from time to time;
"Common Council"	The Common Council for the City of London;
"Counter Terrorism Collaboration Agreement"	The collaboration agreement entered into around the date of this Agreement by some of the Parties to this Agreement in relation to the discharge of counter-terrorism activities;
"CPOSA"	The Chief Police Officers Staff Association;
"Direction and Control"	The arrangements established for the day to day operational management of police officers and police staff and the control which is exercised over police officers and staff by the Chief Officer of the Police Force by which they are appointed (as prescribed by ss 9A & 10 Police Act 1996 (as amended));
"Effective Date"	1 April 2015;
"External Funding Parties"	Has the meaning given to it in clause 7.5;
"Financial Year"	The financial year which commences on the 1st April in each year and ends on the 31 st March in each year;
"FSS Share"	The proportion of any financial amounts to be paid by the Funding Parties to this Agreement as set out in the second column in Schedule 4 (as amended from time to time pursuant to clause 15.1);
"Funding Parties Contribution"	The annual contribution to be paid by each Funding Party which in relation to the first Financial Year of this Agreement shall be

Definition	Interpretation
	as set out in Schedule 4 or in relation to each subsequent Financial Year the amount that is determined to be paid by each Funding Party pursuant to clause 15.7;
"Funding Parties"	The Parties listed under the heading "Funding Parties" in the recitals to this Agreement, and "Funding Party" shall be construed accordingly;
"Good Industry Practice"	That degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced police force and/or Policing Body (as applicable);
"Governance Schedule"	Schedule 2;
"Health and Safety"	All health and safety requirements which shall include the Food Safety Act 1990 (and associated regulations), the Health and Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
"Home Office Honours Committee"	The honours committee which reviews honours nominations for people involved in specific activities (like arts, media and sport) which are then sent to the main honours committee;
"Host Force"	The Metropolitan Police Service and/or MOPAC (as applicable);
"Legislation"	Any law, statute, subordinate legislation within the meaning of section 21 (1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party to this Agreement is bound to comply and "Laws" shall have the same meaning;

Definition	Interpretation
"Liability"	all damages, losses, liabilities, claims, actions, judgements and expenses (including reasonable legal costs and expenses), proceedings, demands and charges arising under statute, contract or common law (whether in relation to criminal law, civil law, employment claims, premises liabilities or otherwise);
"Metropolitan Police Service"	The territorial police force responsible for law enforcement in the metropolitan police district, excluding the City of London;
"Model Procedure"	The model procedure as set out by the Centre for Effective Dispute Resolution;
"MOPAC"	The Mayor's Office for Policing and Crime;
"National Counter Terrorism Police Services"	The policing response across the UK to threats of terrorism as further described in the collaboration agreement in relation to National Counter Terrorism Policing;
"Non Funding Parties"	Shall mean the Parties under the heading "Non Funding Parties" in the recitals to this Agreement;
"NPCC Contract"	Has the meaning given to it in clause 12.3;
"NPCC Staff"	Police Officers and members of police staff who are employed by or are officers of the Commissioner of Police of the Metropolis to exclusively perform services in order to assist the NPCC to deliver its functions and who are funded through the FSS Share;
"NPoCC"	The National Police Co-ordination Centre;
"NPoCC Collaboration Agreement"	The collaboration agreement entered into around the date of this Agreement in relation to the running of NPoCC;
"NPoCC Governance Board"	The governing board of NPoCC as shall be further described in the NPoCC Collaboration Agreement;
"Operating Model"	The model describing the way in which the NPCC shall function which shall be further developed following the date of this Agreement a broad outline of which is included in Annex 1 to this Agreement;
"Parker Review"	The independent review of ACPO carried out by General Sir Nick Parker KCB, CBE in

Definition	Interpretation
	2013;
"Performance Sub-Committee"	The performance sub-committee that is established and has the responsibilities set out in Schedule 2;
"Police Memorial Trust"	The charitable trust named Police Roll of Honour Trust, with registered charity no. 1081637;
"Policing Body"	All of the Police and Crime Commissioners or the MOPAC or the Common Council of the City of London in England and any relevant police authorities;
"Policing Protocol"	Policing Protocol Order 2011, which was made pursuant to section 79(1) and (5) of the Police Reform and Social Responsibility Act 2011;
"Police Officer"	A police officer of a Police Force who are under the Direction and Control of their applicable Chief Officer;
"Police Force"	as defined by section 101 of the Police Act 1996;
"Protocols and Memoranda of Understanding"	Shall mean the protocols and memoranda of understanding set out in Annex 3 to this Agreement;
"PSNI"	Police Service of Northern Ireland;
"Secretary of State"	The person or persons appointed by the Government as the secretary of state for the Home Department with responsibility for policing and related matters;
"Service Level Agreement"	The service levels for the provision of the Support Services set out in Annex 2;
"Strategic Policing Requirement"	The document issued by the Secretary of State, from time to time, setting out the matters prescribed in s.37A of the Police Act 1996 (as introduced by s.77 of the Police Reform and Social Responsibility Act 2011);
"Support Services"	The support services required for the running of the NPCC which shall include support in relation to human resources, finance legal and IT as further set out in the Service Level Agreement;

Definition	Interpretation
"Term"	The term of this Agreement as determined in accordance with clause 4.1;
"Termination Date"	The date on which is it is agreed by the Parties that this Agreement shall terminate;
"Transfer Date"	1 April 2015;
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended; and
"UKCA"	The United Kingdom Central Authority for the Exchange of Criminal Records

3. **INTERPRETATION**

- 3.1 Reference to any laws, orders, regulations or other similar instrument shall be construed as a reference to such Laws or subordinate legislation, orders, regulations or instrument as amended, supplemented or replaced by any subsequent Law, order, regulation or instruments or subordinate legislation or as contained in a subsequent re-enactment thereof.
- 3.2 The masculine shall include the feminine and the neuter and the singular the plural and vice versa as the context shall admit or require.
- 3.3 References to persons will be construed so as to include bodies corporate, Partnerships, unincorporated associations, trusts, statutory, local government quasi-public and non-governmental bodies.
- 3.4 References to clauses and Schedules are to clauses of and Schedules to this Agreement.
- 3.5 References to the parties are to the parties to this Agreement.
- 3.6 The Schedules and the appendices to any Schedule form part of this Agreement and will have the same force and effect as if expressly set out in the body of the Agreement.
- 3.7 The background information section of this Agreement and the headings to the clauses of and Schedules to this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

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- 3.8 Any phrase in this Agreement introduced by the term "include", "includes", "including", "included", "in particular" and "for example" will be construed without limitation unless inconsistent with the context.
- 3.9 This agreement is drawn up in the English language and may be translated into any language other than English provided however that the English language text shall in any event prevail in interpreting this Agreement.
- 3.10 The words "as amended" or "as varied" shall be construed to mean in each case as amended or varied pursuant to this Agreement unless the context otherwise permits.
- 3.11 The Parties agree that each Chief Officer and each Policing Body enters into this Agreement in their capacity as such under section 1 and section 2 of the Police Reform and Social Responsibility Act and not as individuals.
- 3.12 The Parties acknowledge and agree as follows:-
- 3.12.1 the Audit and Assurance Board and the Chief Constables Council are not legal entities in their own right;
 - 3.12.2 each of the Parties shall be required to take whatever steps are within its reasonable control in order to give effect to the NPCC governance arrangements contemplated by this Agreement, including the creation and proper functioning of the Audit and Assurance Board and the Chief Constables Council;
 - 3.12.3 without prejudice to the generality of clause 3.12.1, each of the Parties shall procure that, to the extent it is represented on or has control over a representative of either the Audit and Assurance Board and/or the Chief Constables Council, the Audit and Assurance Board and the Chief Constables Council carry out in a timely manner the activities contemplated by this Agreement (including providing a decision on matters which are stated in this Agreement as being matters which are to be determined by, or which require the agreement or consent of, respectively the Audit and Assurance Board or the Chief Constables Council) subject to and in accordance with the respective constitutional and other governance arrangements which are set out or referred to in this Agreement as being applicable to the Audit and Assurance Board or the Chief Constables Council;
 - 3.12.4 insofar as the Host Force is required under this Agreement in respect of any particular matter to seek the agreement of, abide by the decision of and/or otherwise follow the instructions of either the Audit and Assurance

Board or the Chief Constables Council, it shall be entitled for these purposes to rely on any communication emanating either from the Chair or from any other person who the Host Force (acting in good faith) believes to be a person who participates on or otherwise speaks for the Audit and Assurance Board or the Chief Constables Council (as applicable) and who is therefore competent to relay decisions of the Audit and Assurance Board or Chief Constables Council (as applicable); and

- 3.12.5 provisions in this Agreement which refer to or contemplate activities being carried out (including decisions being made) by the Audit and Assurance Board or the Chief Constables Council shall be construed accordingly.

4. **EFFECTIVE DATE**

- 4.1 The Agreement shall be entered into on the Effective Date and, subject to **clause 25**, shall continue in force unless otherwise terminated in accordance with the terms of this Agreement.

5. **REVIEW OF THE AGREEMENT**

- 5.1 In view of the number of Parties who have entered into this Agreement, the differing views of those Parties and the timescales required to sign this Agreement, it is agreed that this Agreement may require further development and refinement after the date of this Agreement. If any Party wishes to seek an amendment to the terms of this Agreement, they shall send that request to the Audit and Assurance Board who shall consider the request and any proposed amendments shall be included within a revised draft within 6 months following the date of this Agreement following agreement of such amendments in accordance with clause 5.6.
- 5.2 The Parties agree that this Agreement shall be reviewed by the Audit and Assurance Board or such other third party organisation as the Parties agree on a date no later than 3 years after the Effective Date and thereafter on at least 3 yearly intervals in order to establish whether any amendments are required to the governance structure, what the funding requirement and structure will be for the subsequent three years, any other terms of this Agreement and to assess the viability of the NPCC following which any appropriate and agreed amendments shall be made to this Agreement following agreement of the Audit and Assurance Board and in accordance with clause 5.7.
- 5.3 Subject to clause 5.5, the Parties and the Secretary of State shall be entitled to propose a variation to the Agreement by presenting a proposal to the Audit and Assurance Board for consideration with appropriate information to allow a variation to be properly considered.

5.4 The Parties shall use all reasonable endeavours to ensure that there is continuous improvement and review of functions to be carried out by the NPCC to ensure that the objectives of this Agreement can be achieved.

5.5 The Parties acknowledge and agree that this Agreement will need to be managed flexibly from time to time (without making changes to the terms of this Agreement) in accordance with the governance structure to accommodate changing demands, the practical requirements of the NPCC and the way in which the NPCC needs to operate on a day to day basis in order to fulfil its functions.

5.6 The terms of, or the Schedules and Annexes to this Agreement may be varied in the following circumstances:

5.6.1 The terms of this Agreement may only be varied with the consent of all of the Parties to this Agreement and the Secretary of State;

5.6.2 Any Schedule to this Agreement may be varied, replaced, or removed with the consent of the Audit and Assurance Board and the Host Force;

5.6.3 Any Annex to this Agreement may be varied, replaced or removed with the consent of the Chair and the Host Force; or

5.6.4 As a result of a statutory direction from the Secretary of State.

5.7 Any amendments to this Agreement shall be documented and signed on behalf of all relevant Parties by the Audit and Assurance Board.

6. **ACKNOWLEDGEMENT OF OTHER AGREEMENTS**

6.1 The Parties acknowledge that:

6.1.1 The Home Office and the NPCC will enter into a memorandum of understanding which shall set out the understanding, responsibilities and the relationship between NPCC and the Home Office in relation to the NPCC which the Parties shall annex to this Agreement following agreement of the same; and

6.1.2 The College of Policing and the NPCC will enter into a memorandum of understanding which shall set out the understanding, responsibilities and relationship between NPCC and the College of Policing in relation to the NPCC which the Parties shall annex to this Agreement following agreement of the same,

and that none of the Parties shall do anything to place themselves or any other Party to this Agreement in breach of any of the memorandums referred to in this

clause 6.1 and shall co-operate in relation to the memorandum of understandings in order to allow the intentions under such documents to be fulfilled.

- 6.2 The Parties acknowledge that a number of other collaboration agreements (including in relation to the National Counter Terrorism Police Services and NPoCC) have been entered into by some or all of the Parties to this Agreement which are connected with the functions of the NPCC and that there may be some duplication between the terms of this Agreement and those other collaboration agreements.

7. **FUNCTIONS OF THE NPCC AND PURPOSE**

- 7.1 The Parties agree that the NPCC will have the following functions:

- 7.1.1 The co-ordination of national operations including defining, monitoring and testing force contributions to the Strategic Policing Requirement working with the National Crime Agency where appropriate;
- 7.1.2 The command of counter terrorism operations and delivery of counter terrorist policing through the national network as set out in the Counter Terrorism Collaboration Agreement;
- 7.1.3 The co-ordination of the national police response to national emergencies and the co-ordination of the mobilisation of resources across force borders and internationally;
- 7.1.4 The national operational implementation of standards and policy as set by the College of Policing and Government;
- 7.1.5 To work with the College of Policing, to develop joint national approaches on criminal justice, value for money, service transformation, information management, performance management and technology; and
- 7.1.6 Where appropriate, to work with the College of Policing in order to develop joint national approaches to staff and human resource issues, including misconduct and discipline, in line with the Chief Officers' responsibilities as employers,

and no further functions shall be agreed without the prior written consent of the Secretary of State.

- 7.2 The Parties agree that the Operating Model (a broad outline of which is set out in Annex 1 and which shall be further developed following the date of this Agreement) shall set out further details of the functions to be carried out by the NPCC, the way in which the Host Force shall support the delivery of the functions of the NPCC and

shall provide the Support Services to the NPCC and the remaining Parties to this Agreement, how the Parties shall work together and the standard to which these functions shall be delivered.

7.3 The Parties shall acknowledge the terms of the Operating Model and shall use reasonable endeavours to comply with the terms of the Operating Model (as updated from time to time in accordance with the provisions of this Agreement).

7.4 The Parties agree that the Operating Model shall be updated from time to time by the Chief Constables Council without any need to amend the terms of this Agreement.

7.5 The Parties agree that the NPCC, the Chief Constables Council and the Audit and Assurance Board shall, in performing all their functions in accordance with this Agreement, use reasonable endeavours to have regard to the roles and responsibilities of the following:

7.5.1 Police Service of Scotland;

7.5.2 Police Service of Northern Ireland;

7.5.3 The Isle of Man Constabulary;

7.5.4 Guernsey Police;

7.5.5 Sovereign Base Area Police;

7.5.6 State of Jersey Police;

7.5.7 The Royal Military Police;

7.5.8 Royal Gibraltar Police;

7.5.9 RAF Police; and

7.5.10 The Royal Navy Police,

together the "External Funding Parties,"

and shall, so far as is practicable, have regard to the views of the External Funding Parties, as appropriate. The Parties shall use reasonable endeavours to procure that the External Funding Parties have regard to the operation of this Agreement when making decisions concerning matters considered by, or pursuant to, this Agreement, or otherwise in discharging their responsibilities.

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- 7.6 It is agreed that some of the External Funding Parties may sign the terms of this Agreement notwithstanding that they are not listed as having the power to enter into a collaboration agreement pursuant to Section 23 and Schedule 1 of the Police Act 1996. Where those External Funding Parties have not signed this Agreement or it is otherwise deemed appropriate, a separate funding agreement shall be signed by those External Funding Parties whereby they shall agree to provide their agreed level of funding to the NPCC as further set out in Schedule 4.

8. **COMMITMENTS OF THE CHIEF OFFICERS AND THE POLICE AND CRIME COMMISSIONERS**

- 8.1 The Chief Officers shall:

- 8.1.1 observe the provisions of this Agreement;
- 8.1.2 do all things necessary to assist in the establishment and running of the NPCC;
- 8.1.3 do all things necessary to support the goals and functions of the NPCC; and
- 8.1.4 subject to clause 8.3 comply with and assist with any operational requirements or responsibilities in the manner agreed by the Chief Constables Council of the NPCC.

- 8.2 Subject to clause 8.3, a Chief Officer shall, where reasonably practicable, comply with the decisions of the Chief Constables Council.

- 8.3 A Chief Officer shall be entitled to derogate from the collective decision of the Chief Constables Council at its own risk. In such circumstances, the relevant Chief Officer shall notify the Chair of the relevant derogation and the reasons for that derogation both of which shall be provided in writing.

- 8.4 The Chief Officers shall provide such assistance to the Host Force in relation to the functions of the NPCC or the responsibilities of the Host Force under the terms of this Agreement as it reasonably requires.

- 8.5 The Policing Bodies shall perform the roles which are applicable to them as further set out in the Governance Schedule. The Parties acknowledge the requirement for Chief Officers to remain operationally independent pursuant to the terms of the Policing Protocol.

9. **ACCOUNTABILITY AND DIRECTION AND CONTROL OF THE NPCC AND THE CHAIR**

- 9.1 The staff structure for the NPCC has been agreed between the Parties and is the basis upon which the Funding Parties Contribution has been calculated.
- 9.2 The Parties agree that an election was carried out prior to the date of this Agreement to duly elect the Chair.
- 9.3 The Parties agree that the Chair to the NPCC has been appointed by the Commissioner of Police of the Metropolis as an Assistant Commissioner of the Metropolitan Police Service pursuant to Section 45 of the Police Reform and Social Responsibility Act 2011.
- 9.4 The Parties agree that the Chair shall be responsible for the matters set out in Schedule 1 to this Agreement.
- 9.5 The Parties agree that the Chair has been appointed by the Commissioner of Police of the Metropolis pursuant to section 45 (3) of the Police Reform and Social Responsibility Act 2011 and that other than as set out in clause 9.5.2, the Chair is entirely independent from the Commissioner of Police of the Metropolis and is outside of the chain of command of the Commissioner of Police of the Metropolis and that the Commissioner of Police of the Metropolis shall not exercise Direction and Control over the Chair or have any responsibility for the Chair. The Chair has been appointed to serve to discharge the functions of the NPCC and will have no other operational responsibilities in relation to the Metropolitan Police Service. The Parties agree that the responsibility for the Direction and Control of the Chair shall be as follows:
- 9.5.1 the Chair shall be under the day to day Direction and Control of the Chief Constables Council and the Chief Constables Council shall be responsible for all other matters in relation to the Chair which are not covered by clause 9.5.2 and the Chair shall be independent from the Host Force in relation to its duties on a day to day basis and its overall duties and shall have no more accountability to one Police Force than to another Police Force and shall remain solely accountable to the NPCC;
- 9.5.2 the Commissioner of Police of the Metropolis shall only exercise such Direction and Control in relation to the Chair as is compatible with the Commissioner of the Police of the Metropolis' membership of the Chief Constables Council and is in accordance with clause 9.5.1 above. However, the Parties agree that if there are any disciplinary issues in relation to the Chair then these shall be dealt with by the Commissioner

of Police of the Metropolis if requested to do so by the Performance Sub-Committee in accordance with Schedule 2 and in accordance with any recommendations by the Performance Sub-Committee to the Commissioner of Police of the Metropolis; and

- 9.5.3 the Chair shall be entitled to bring any employment claims directly against the Commissioner of Police of the Metropolis.
- 9.6 The Parties agree that such derogation from the usual chain of command and control as set out in section 4(3) of the Police Reform and Social Responsibility Act is allowed pursuant to the provisions of section 4(6) of the Police Reform and Social Responsibility Act which states that section 4(3) of that Act is subject to any provision included in a collaboration agreement.
- 9.7 Where a person is seconded to the NPCC or a person forms part of the governance framework of the NPCC as further set out in Schedule 2 (Accountability and Governance) but is employed by or is an officer of a force other than the Host Force, the Chief Officer who has appointed such person shall retain Direction and Control of such officers and members of police staff.
- 9.8 Subject to **clause 9.6**, all NPCC Staff shall be under the day to day Direction and Control of the Chair and it is acknowledged that they are funded through the funding arrangements set out in this Agreement. It is agreed that:
- 9.8.1 the Commissioner of Police of the Metropolis does not intend to exercise day to day Direction and Control over such staff;
- 9.8.2 the Commissioner of Police of the Metropolis shall have Direction and Control in relation to disciplinary matters and dismissal only; and
- 9.8.3 such persons shall not perform duties on the part of the Host Force and shall be appointed solely to carry out duties in order to assist the NPCC to deliver its functions.
- 9.9 All staff who are employed by or are officers of the Commissioner of Police of the Metropolis and are as part of their day to day role performing the Support Services for the benefit of NPCC shall be under the Direction and Control and the day to day management of the Host Force and the Commissioner of Police of the Metropolis.
- 9.10 Where a person is seconded to the NPCC, the Chief Officer of the Police Force by which a police officer or member of staff was appointed shall remain responsible for disciplinary proceedings and action, unsatisfactory performance and all pay (including pay increases), welfare, pensions contributions and other employment matters provided that (unless otherwise agreed) where a person is seconded to

work for the NPCC the Policing Body of that Police Force shall be re-imbursed by the Host Force for all pay and associated costs pursuant to the agreed funding model.

- 9.11 If a new Chair needs to be elected following the date of this Agreement, the Parties shall procure that all Chief Police Officers shall be entitled to be involved in the selection of that Chair and that a proper election process shall be carried out (which is anticipated to be equivalent to the process carried out prior to the date of this Agreement (subject to any variation agreed by the Audit and Assurance Board)).
- 9.12 Any Liabilities incurred pursuant to this clause 9 shall be dealt with in accordance with the provisions of clause 21.

10. THE HOST FORCE

- 10.1 Subject to clause 10.3 and clause 10.9, the Host Force shall be responsible for holding Assets, property, contracts, finance and ICT and employing staff as further detailed in the remaining provisions of this Agreement, in the Service Level Agreements and as determined in accordance with the budget setting process and governance arrangements as required by the NPCC for the purposes of performing its functions as set out in the Agreement.
- 10.2 If the Host Force wishes to withdraw from its role as the host force, the Host Force shall inform the Chair and serve a notice to the Audit and Assurance Board setting out that it wishes to cease the hosting arrangement and the reason for this and (unless otherwise agreed by the Audit and Assurance Board pursuant to clause 10.3) this Agreement shall terminate on a date agreed between the Host Force and the Audit and Assurance Board which is anticipated to be 12 months (or such other date agreed between the Host Force and the Audit and Assurance Board) following the date of the relevant notice.
- 10.3 It is agreed between the Parties that although an alternative force to the Host Force shall be able to provide the hosting arrangement comprising the provision of the Support Services and the secretariat arrangement, the Host Force is the only Police Force who can legally employ more than one person at the rank of Chief Constable the equivalent of which within the Metropolitan Police Service is the Assistant Commissioner (which is the role required for the Chair) pursuant to Section 45 of the Police Reform and Social Responsibility Act 2011.
- 10.4 If the Metropolitan Police Service withdraws from its role as the Host Force pursuant to clause 10.2, the Audit and Assurance Board shall determine whether there is an alternative way of hosting the arrangement at the relevant time (taking into consideration that any other force could provide the Support Services and the secretariat arrangements) in which case the Parties shall amend the terms of this

Agreement or enter into a new agreement (as appropriate) to reflect the provisions of the new arrangement and the responsibilities to be agreed by that alternative hosting body. The provisions of this Agreement which apply to the Support Services and the provision of the secretariat shall be binding on any alternative hosting body (unless otherwise agreed between the Parties). This Agreement shall only terminate in circumstances where the Metropolitan Police Service withdraws as the Host Force if no alternative can be found to the Commissioner of Police of the Metropolis employing the Chair.

- 10.5 The NPCC shall select people for the role set out in the secretariat structure as set out in Annex 2 who shall be responsible for assisting the NPCC in discharging its functions. Such persons shall be employed by the Commissioner of Police of the Metropolis but Direction and Control of such persons shall be as set out in clause 9.8. The secretariat structure may be amended from time to time with the approval of the Chief Constables Council to reflect the requirements of NPCC and for value for money reasons. Any additional posts required for the secretariat structure must be agreed by the Chief Constables Council and such persons shall be employed by the Commissioner of Police of the Metropolis and any additional funding shall be provided by the Funding Parties in proportion to the FSS Share.
- 10.6 Subject to clause 10.9 and that any Liabilities that the Host Force incurs in carrying out the Support Services shall be dealt with in accordance with clause 21, from the Effective Date, the Host Force shall provide Support Services to the NPCC in accordance with:
- 10.6.1 the Service Level Agreement which is set out in Annex 2;
 - 10.6.2 Legislation;
 - 10.6.3 value for money;
 - 10.6.4 Good Industry Practice; and
 - 10.6.5 such other standards as are agreed between the Parties from time to time.
- 10.7 Any contracts to be entered into in connection with the Support Services shall comply with the provisions of **clause 12**.
- 10.8 The Parties agree that:
- 10.8.1 the Host Force may decide to outsource the provision of some or all of the Support Services to a third party contractor from time to time. In such circumstances:

10.8.1.1 the Host Force shall use reasonable endeavours to procure that any incoming provider shall comply with the standards set out in the Service Level Agreement and shall use reasonable endeavours to maintain the standard of the Support Services that are provided to the NPCC; and

10.8.1.2 the Host Force shall consult with the Chair, wherever reasonably practicable, in relation to the appointment of any incoming provider and the impact that this might have upon the provision of the Support Services and the cost of providing the Support Services.

10.9 The Parties agree that the NPCC shall not be bound to accept the Support Services from the Host Force and shall (having taken account of the position of the Host Force and in consultation with the Host Force) be entitled to obtain the Support Services from an alternative force or public body if this is deemed to be appropriate at the time and is agreed by the Audit and Assurance Board (having first consulted with the Host Force and having taken on board its comments) and is in accordance with the procurement Legislation. Where the NPCC gives notice that it no longer wishes to accept some or all of the Support Services from the Host Force, the Funding Parties shall be responsible for the reasonable costs incurred by the Host Force in ceasing that provision in accordance with clause 21. In addition, the Host Force may, on not less than 12 months notice, give notice to the NPCC that it no longer wishes to provide one or more of the Support Services (while retaining its other hosting roles), in which case the Service Level Agreement shall be amended accordingly and the NPCC shall arrange alternative provision of those Support Services removed from the Service Level Agreement.

10.10 If the Audit and Assurance Board determines that an alternative force or public body shall provide the Support Services, that alternative force or public body shall provide the applicable Support Services directly to the NPCC and the Host Force shall not be required to enter into any sub-contract with the alternative force or public body in relation to these Support Services and this shall not be deemed to be a sub-contract for the purposes of clause 26.3. The Parties shall agree any appropriate amendments which are required to the terms of this Agreement.

10.11 The Host Force shall be entitled to charge the NPCC for the provision of the Support Services which will be set out in the Service Level Agreement in Annex 2. If it is determined that the NPCC shall obtain the Support Services from an alternative body, the Host Force shall not be entitled to charge the NPCC for such Support Services.

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- 10.12 The Host Force and the Chair shall be entitled to agree a variation to the Support Services (including any applicable Service Level Agreement) which are provided by the Host Force to NPCC without requiring any amendments to the terms of this Agreement.
- 10.13 Any amendments to the Service Level Agreement must be agreed between the Host Force and the Chair.
- 10.14 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 10 (including any breakage costs or other Liabilities incurred as a result of some or all of the Support Services ceasing to be provided by the Host Force) shall be dealt with in accordance with clause 21.
11. **GOVERNING PRINCIPLES AND DAY TO DAY MANAGEMENT OF THE CO-ORDINATING BODY**
- 11.1 The Parties shall comply with the Governance Schedule which is set out in Schedule 2.
- 11.2 The Parties agree that the NPCC is not a legal entity in its own right and as such clear governance structures are required to ensure that the NPCC can operate effectively.
- 11.3 The Governance Schedule describes the governance structure and the Operating Model will describe the operating of NPCC including the terms of reference for the relevant committees. In particular:
- 11.3.1 The Chief Constables Council who shall be responsible for annual planning, quarterly decision making and for setting the vision and requirements of the NPCC for the subsequent year;
- 11.3.2 Co-ordination committees shall be established which shall be responsible for delivering on the annual work programme of the NPCC on a day to day basis. The co-ordinating committees shall report to the Chief Constables Council and their work will be transparent. Details of the co-ordinating committees shall be agreed as part of the Operating Model;
- 11.3.3 The NPCC shall be held to account for the way in which it delivers its functions by the Audit and Assurance Board who shall meet quarterly. The board shall receive a plan from the NPCC and shall monitor progress against that plan; and

11.3.4 A Performance Sub-Committee shall be set up pursuant to the provisions of Schedule 2 which shall be responsible for any disciplinary matters in relation to the Chair.

11.4 A chair shall be appointed for the Audit and Assurance Board and for each of the committees described in clause 11.3.

11.5 The structures and any sub-structures of the committees described in clause 11.3 shall be at the discretion of the chair of the relevant committee.

11.6 The Chief Constables Council shall meet a minimum of four times a year and shall discuss any major issues affecting the functions carried out by the NPCC. The Parties shall ensure that the NPCC implements any suggested changes recommended by the Chief Constables Council.

11.7 Nothing in this Agreement shall fetter the ability of the Chair to articulate its professional view or to represent the professional views of the NPCC.

12. PREMISES AND CONTRACTS

12.1 The Parties agree that the intention as at the date of this Agreement is for the NPCC to be located at 10 Victoria Street in London until 31 March 2016. The location of the NPCC may be changed within the metropolitan police district depending on the views of the Host Force and as agreed by the NPCC.

12.2 If it is determined by the Chief Constables Council that alternative accommodation is required within the metropolitan police district, the Chair shall in accordance with the Service Level Agreement request that the Host Force use reasonable endeavours to procure such alternative location for the NPCC within the metropolitan police district. The costs of the alternative location and any ancillary costs shall be the subject of approval of the Audit and Assurance Board and any costs committed in connection with procuring the alternative location shall be paid to the Host Force by the Funding Parties in direct proportion to the FSS Share. The Host Force shall enter into any appropriate lease arrangements in accordance with its internal governance processes and on reasonable commercial terms in relation to any such property.

12.3 The Parties agree that prior to the Effective Date of this Agreement, the Host Force shall either extend some of its current contracts or enter into new contracts to allow for the NPCC to carry out its functions and that none of the contracts previously entered into by ACPO shall be novated to the Host Force or any other body.

12.4 MOPAC shall enter into any contracts which are required for the purposes of the NPCC performing its functions (which may include contracts in relation to works,

services, goods or premises) and in doing so the Host Force shall comply with its obligation to ensure that any contracts are entered into on value for money principles. The Parties shall agree the contracts which are required to be entered into by MOPAC for the purposes of ensuring that NPCC is able to meet the functions set out in this Agreement which shall be referred to as the "NPCC Contracts."

- 12.5 Where the Host Force is required to enter into an NPCC Contract that NPCC Contract shall be entered into in the name of MOPAC.
- 12.6 Where MOPAC is entering into a contract solely for the benefit of the NPCC and not in relation to any wider services to be provided to the Metropolitan Police Service:
- 12.6.1 the Host Force shall in consultation with the Chair finalise the terms of the NPCC Contract with the relevant supplier within the arrangements agreed between the Host Force and the Chief Constables Council and shall ensure that such NPCC Contracts are on reasonable commercial terms;
 - 12.6.2 MOPAC shall enter into the relevant NPCC Contract in accordance with MOPAC scheme of governance (which shall be compliant with procurement legislation);
 - 12.6.3 the Host Force shall comply with the terms of each NPCC Contract; and
 - 12.6.4 any amounts payable under the NPCC Contracts shall be paid to the Host Force in accordance with clause 15.
- 12.7 The Chief Constables Council shall keep the demand for resources required by the NPCC under regular review to ensure that the NPCC can carry out its functions as set out in the Agreement. If additional resources are required, or the requirement for resources reduces, the Chief Constables Council shall seek to agree the level of resources required with the Host Force, subject to the views of the Audit and Assurance Board.
- 12.8 The Host Force shall provide such other support services (over and above the Support Services) as are approved and agreed by the Chair and the Host Force from time to time. If additional services are provided, the Host Force and the Chair shall agree any amendments to the Service Level Agreement for the relevant service and the cost of providing such additional services which shall be shared between the Funding Parties in direct proportion to the FSS Share.
- 12.9 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 12 shall be dealt with in accordance with clause 21.

13. **ASSETS**

- 13.1 The Chair shall be responsible for ensuring that there are sufficient Assets to ensure that the NPCC can perform its functions for the duration of this Agreement.
- 13.2 The Parties agree that any Assets which were held by ACPO prior to its dissolution shall be re-distributed by the liquidator. Any Assets which continue to be held by ACPO (which is anticipated to be the surplus of the fund set aside to cover redundancy payments) shall be transferred to MOPAC who shall hold such Assets for the benefit of the Funding Parties. The Audit and Assurance Board shall determine how those Assets shall be used for the future investment into the NPCC.
- 13.3 In relation to the running of the NPCC, the Host Force shall:
- 13.3.1 Subject to clause 13.2, ensure that MOPAC is the legal owner of all such Assets;
 - 13.3.2 be responsible for the maintenance and repair of such Assets, the cost of which shall be re-imbursed to the Host Force in accordance with the Service Level Agreement;
 - 13.3.3 not dispose of any Assets without the consent of the Audit and Assurance Board.
- 13.4 If any new Assets are required, the following procedure shall apply:
- 13.4.1 The Chair shall be responsible for identifying if any new Assets which are required for the functioning of the NPCC including the details of the Assets which are required;
 - 13.4.2 Any new Assets (including the cost of such new Assets) shall be agreed and approved by the Chief Constables Council, subject to approval of the Audit and Assurance Board;
 - 13.4.3 Following approval of the required Assets in accordance with clause 13.4.2, the Host Force shall be responsible for purchasing such agreed new Assets and the maintenance of such Assets in accordance with clause 13.3.2 and MOPAC shall enter into any contracts required in connection with this;
 - 13.4.4 The Host Force shall comply with its own policies in acquiring any new Assets; and
 - 13.4.5 the cost of acquiring any new Assets shall be shared between the Funding Parties in direct proportion to the FSS Share.

13.5 The Host Force shall maintain an Asset register throughout the duration of the Agreement setting out the list of Assets, the date of purchase of the relevant Asset, the location of the Asset and any other information required for accounting purposes.

13.6 Upon the termination of this Agreement, all Assets shall be returned to the Funding Parties in direct proportion to the FSS Share unless otherwise agreed by the Audit and Assurance Board.

13.7 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 13 shall be dealt with in accordance with clause 21.

14. **POLICIES**

The Chair shall be responsible for ensuring that the NPCC complies with all policies of the Host Force unless the Chair can demonstrate to the Host Force that the applicable policy is not conducive to the functions of NPCC in which case the Chair and the Host Force shall agree any appropriate amendments or derogations from such policies.

15. **FUNDING**

15.1 The agreed FSS Share is set out in Schedule 4 to this Agreement. The Parties agree that:

15.1.1 subject to any amendments required to the FSS Share pursuant to clauses 25.4.3 or 26.4, the FSS Share is intended to be a fixed share for the duration of this Agreement and may only be amended with the approval of the Funding Parties; and

15.1.2 in any event (and for the avoidance of doubt) the aggregate of all individual FSS Shares (expressed in percentages) of the Funding Parties from time to time shall always equal 100%.

15.2 The Audit and Assurance Board shall consider, at such intervals as are determined necessary at the time, whether the FSS Share is the most appropriate formula to be used to calculate the financial contributions to be made by the Funding Parties or whether an alternative funding formula (which is generally used in the market) should be used. If it is determined that an alternative structure should be used, the Parties shall seek to agree the revised structure and shall amend the terms of this Agreement accordingly.

15.3 The Parties have agreed:

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- 15.3.1 the budget required for the NPCC for the Financial Year 2015 and how that budget shall be funded for the Financial Year 2015 as between the Funding Parties;
- 15.3.2 an outline of the budget required for the Financial Years 2016 and 2017 which shall be agreed pursuant to clause 15.7
- both of which are set out in Schedule 4.
- 15.4 Within 30 days following receipt of an invoice from the Host Force, each of the Funding Parties shall pay to the Host Force:
- 15.4.1 In relation to the first Financial Year of this Agreement, the funding contribution set out next to their name in the tables set out in Schedule 4 and for each Financial Year thereafter the amount that is agreed to be paid by that Funding Party pursuant to clause 15.7, which the Parties agree shall be determined by reference to the relevant budget for the Financial Year in question and shall be paid by way of an annual lump sum and shall be paid in advance; and
- 15.4.2 any additional amounts to be paid in respect of Liabilities which are incurred by the Host Force from time to time and to be shared between the Funding Parties as determined pursuant to clause 21 or any additional amounts to be paid to the Host Force pursuant to clause 16.3 and which shall be invoiced by the Host Force to the Funding Parties and paid for by the Funding Parties as and when any relevant Liability or the additional cost (as applicable) is incurred.
- 15.5 The Parties agree that in relation to the Funding Parties Contribution to be paid by the Host Force, an internal invoice will not be generated but that the Host Force shall be required to internally transfer its Funding Parties Contribution by the equivalent date set out in clause 15.4 into the relevant account set up for the NPCC.
- 15.6 On the second anniversary of the date of this Agreement and each third year following this date, the Funding Parties and the Audit and Assurance Board shall, and in sufficient time to comply with the timescales in clause 15.7, agree the long term budget plan and an outline of the proposed funding required from each of the Funding Parties for the following three years (ie: on the second anniversary of this Agreement the Parties shall agree the outline funding requirements for the years 2018, 2019 and 2020) which shall form the basis of the annual budget setting process as set out in clause 15.7.

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- 15.7 By a date to be determined by the Audit and Assurance Board in each Financial Year and by reference to the three yearly long term budget setting described in clause 15.6 and the outline budget referred to in clause 15.3.1, the Audit and Assurance Board shall set the budget for the following Financial Year which shall be shared between the Parties in proportion to the Funding Parties FSS Shares and shall become the Funding Parties Contribution for that Financial Year.
- 15.8 The Parties agree that the Audit and Assurance Board shall, in each Financial Year, instruct the Host Force to review and audit the accounts of the NPCC and carry out financial probity checks in relation to the accounts and finances of the NPCC.
- 15.9 As soon as reasonably practicable following the end of each Financial Year, the Parties shall procure that the Audit and Assurance Board issues a statement to the Funding Parties setting out how the budget has been spent in that previous Financial Year including details of any surplus which has not been spent in that previous Financial Year.
- 15.10 In relation to the payment for the Support Services to the Host Force, the Parties agree that there shall be no set off against the Host Force's Funding Parties Contribution but that a separate internal transfer shall be made from the account set up for the NPCC into the relevant account of the Host Force on the dates set out in the Service Level Agreement and for the amounts set out in the Service Level Agreement.

16. **AMENDMENTS TO FUNDING**

- 16.1 If at any time the Chair considers that the budget for a Financial Year shall be exceeded, the Chair shall notify the Chief Constables Council of:
- 16.1.1 the budget that will be exceeded and by how much the budget will be exceeded; and
- 16.1.2 the reasons why the budget has been exceeded including the steps that are being taken to minimise any such excess.
- 16.2 In exceptional circumstances only, the Chief Constables Council shall be entitled to agree to the budget being exceeded and shall agree how that excess budget shall be funded as between the Funding Parties. The Parties shall procure that the Chair shall notify the Audit and Assurance Board of the approved excess as soon as reasonably practicable following the approval by the Chief Constables Council.
- 16.3 Notwithstanding the provisions of clauses 16.1 and 16.2, if the Host Force incurs any additional costs including in respect of:

16.3.1 salary, pensions or other costs associated with the employment or engagement or the termination of any employment or engagement of NPCC Staff, the Chair and other Police Officers or civilian personnel;

16.3.2 rent or other charges arising under any lease;

16.3.3 charges payable under or in respect of any contract for the supply of goods and services or insurance policy,

which are in excess of the amounts included to calculate the budgetary arrangements and the agreed Funding Parties Contributions referred to in clause 15, then provided that the Host Force has acted in good faith in relation to the setting of the initial budget and in incurring any overspend on that budget and is able to demonstrate those additional costs, the Funding Parties shall re-imburse the Host Force for such additional costs which exceed the budget set for that Financial Year in direct proportion to each Funding Party's FSS Share which shall be paid for in accordance with clause 15.4.2.

17. EMPLOYEES AND POLICE OFFICERS

17.1 The Host Force confirms that all employees currently employed by ACPO and who will transfer to the Host Force on the Transfer Date will be made available exclusively to perform services in order to assist the NPCC to deliver its functions as NPCC Staff.

17.2 Direction and Control shall be dealt with in accordance with clause 9.

17.3 The Host Force will assist in the administration of the recruitment and selection of posts within the NPCC in accordance with clause 14, the Host Force's own processes and procedures, and if participating in the recruitment and selection of posts will do so in accordance with the requirements of the NPCC.

17.4 Subject to clause 14, all Host Force employees (including NPCC Staff) required to perform services in order to assist the NPCC to deliver its functions will be subject to all policies and procedures of the Host Force including in relation to matters of discipline and grievance.

17.5 The Parties agree that they must all co-operate to ensure the smooth running of NPCC and minimise any employment law liabilities relating to the employment of the staff required to perform services in order to assist the NPCC to deliver its functions.

17.6 From time to time, it is recognised by the Parties that it will be necessary to second staff and officers from any of the Parties to assist in the carrying out of the

functions of NPCC. The Parties agree to second such employees for such purposes as required to undertake and exercise the duties and functions required by the NPCC.

- 17.7 During a secondment period or attachment period, any employee on secondment will be subject to the day to day management and control of the Chair of the NPCC and will perform all duties assigned to the employee by the Chair of the NPCC including such duties which are not within the scope of the employee's normal duties but which it is agreed the employee is capable of undertaking. Further, the employee on secondment will devote all due time, attention and skill to diligently performing such duties as may be required by the Chair of the NPCC.
- 17.8 Throughout any secondment period, the employee on secondment will continue to be employed by the same employer and will not become an employee of the Host Force. The employee on secondment will be subject to the secondment terms and conditions which are agreed between the Host Force and the relevant Police Force.
- 17.9 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 17 shall be dealt with in accordance with clause 21.

18. **TRANSFER OF STAFF**

- 18.1 The Parties, in order to safeguard the employment of ACPO employees wherever possible, agree that they will proceed on the basis that a TUPE transfer shall occur in relation to those staff that are employed by ACPO immediately before the transfer and who are required to perform services in order to assist the NPCC to deliver its functions. Those staff shall have their employment transferred from ACPO to the Commissioner of Police of the Metropolis on the Transfer Date in accordance with the provisions of TUPE.
- 18.2 Any liabilities in relation to TUPE shall be shared between the Funding Parties in proportion to each Funding Party's FSS Share and the Host Force shall have no further liability other than as included in their FSS Share. On an individual basis, the Host Force and the Parties will consider whether any ACPO staff fall outside of the scope of TUPE and / or should have their posts considered as being redundant.
- 18.3 The Parties acknowledge that ACPO has set aside a redundancy fund to deal with any redundancy payments which might arise from the transfer of staff from ACPO to NPCC. ACPO shall be responsible for paying any such redundancy payments and for meeting all redundancy liabilities and to the extent that any of the redundancy fund is not required, such surplus funds shall form part of the residue of ACPO which shall be applied as further set out in clause 13.2.

18.4 All employees currently employed by ACPO who transfer to the Commissioner of Police of the Metropolis after the Transfer Date will have an entitlement to continue their employment with the Commissioner of Police of the Metropolis on their current ACPO terms and conditions of employment. However, all employees will be offered, on an entirely voluntary basis, the opportunity to sign up to Host Force terms and conditions of employment.

18.5 All employees currently employed by ACPO who transfer to the Commissioner of Police of the Metropolis are current active members of (or are eligible to join) the Principal Civil Service Pension Scheme and, following the TUPE transfer, it is intended that these employees' membership of the Principal Civil Service Pension Scheme shall continue.

18.6 Any Liabilities that arise in relation to this clause 18 shall be dealt with in accordance with clause 21.

19. **DISPUTE RESOLUTION**

19.1 Subject to clause 19.2, if a dispute arises, the provisions of Schedule 3 of this Agreement shall apply.

19.2 If a dispute arises in relation to the delivery of the Support Services, the dispute procedure set out in the Service Level Agreement shall apply.

20. **LIABILITIES IN RESPECT OF LEGACY ISSUES**

20.1 If any Liabilities arise in relation to the previous activities carried out by ACPO, such Liabilities shall (unless the Parties agree a different apportionment on Liabilities depending on the circumstances or unless the insurance taken out for the benefit of ACPO covers and makes payment in relation to such Liabilities) be shared between the Parties in proportion to each Funding Party's FSS Share.

20.2 The costs of claims in relation to any activities previously carried out by ACPO shall be shared between the Parties to the Agreement in relation to that Funding Party's FSS Share.

20.3 Subject to clause 20.5, any claims made in connection with ACPO shall be handled by the Host Force. The Host Force shall consult with the other Parties through the Governance Schedule on the way in which any claim should be handled.

20.4 The Audit and Assurance Board and the Chief Constables Council shall provide the Host Force with such support, co-operation and assistance as the Host Force requires in connection with claims arising from the activities previously carried out by ACPO.

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- 20.5 The Parties to this Agreement shall notify the Host Force if they receive any claims in connection with ACPO and provide all reasonable information and assistance that the Host Force may require provided that if it is more appropriate in the circumstances for another Police Force to deal with the claim, the Host Force shall forward this onto the appropriate Police Force to handle and dispose of the relevant claim.

21. **LIABILITIES IN RELATION TO THE RUNNING OF THE NPCC**

Agreed share of Liabilities in relation to transitional issues

- 21.1 If any Liabilities arise in relation to the transition from ACPO to the NPCC, such Liabilities shall (unless the Parties agree a different apportionment on Liabilities depending on the circumstances) be shared between the Funding Parties in proportion to each Party's FSS Share.

Agreed share of Liabilities in relation to the running of the NPCC

- 21.2 Subject to the remaining provisions of this clause 21, the Parties agree that if a Liability arises in relation to the NPCC (which shall include any Liabilities of the Host Force arising out of the hosting and Support Services arrangements contemplated by this Agreement), such Liability shall be shared between the Funding Parties in proportion to that Funding Party's FSS Share. As the Host Force is providing the hosting services on a non profit making basis and for the mutual benefit of the Parties and in order to assist in the functions of the NPCC being performed, the Parties agree that the Host Force shall not be solely liable for the activities of the NPCC or the hosting arrangement and that, save as set out in clauses 21.4.2 and 21.4.3, all Liabilities arising in relation to the NPCC shall be shared between the Parties as set out in clause 21.
- 21.3 This clause 21 is not intended to deal with the costs associated with the operational running of the NPCC or the Support Services costs and such costs (including any increases in costs) shall be dealt with pursuant to clause 15 and clause 16.
- 21.4 The Liability of the Host Force shall be as follows:
- 21.4.1 Provided that the Host Force has acted in good faith or in accordance with the reasonable and lawful instructions and decisions made by the Chief Constables Council and the Audit and Assurance Board (as applicable), the Host Force shall have no further Liabilities to the Parties other than its FSS Share. For the avoidance of doubt, this shall include where a Liability has arisen out of the Host Force acting negligently, in breach of any contract that has been entered into for the purposes of the NPCC

(including this Agreement), in breach of Legislation or in breach of a statutory duty;

21.4.2 The Host Force shall be solely responsible for a Liability where the Audit and Assurance Board is able to prove that such Liability has arisen as a result of the Host Force not acting in accordance with good faith or not acting upon or in compliance with the reasonable and lawful instructions or decisions of either the Chief Constables Council or the Audit and Assurance Board (as applicable);

21.4.3 Where a Liability arises in respect of which the Host Force has a direct contractual claim or any other claim against a third party (eg: in relation to the maintenance of facilities), the Host Force shall use reasonable endeavours to pursue such claim against a third party.

Processing and Handling of Claims

21.5 Unless it is agreed in the circumstances that it is more appropriate for another Party to handle the relevant claim, any claims made in connection with the NPCC or the functions to be carried out by the NPCC (including the hosting arrangements carried out by the Host Force) shall be handled by the Host Force. The Host Force shall consult with the other Parties through the Governance Schedule on the way in which any claim should be handled.

21.6 The Parties to this Agreement are obliged to notify the Host Force if they receive any claims under the Agreement or in connection with the NPCC and provide all reasonable support, co-operation, information and assistance that the Host Force or any other force taking over the claim may require in order to allow that relevant Police Force to respond to handle the claim, dispose or deal with the claim in a timely manner.

21.7 The Parties shall procure that the Chair shall provide the Host Force with such support, co-operation and assistance as the Host Force requires in connection with claims under the Agreement.

21.8 The costs of claims in relation to this Agreement shall be shared between the Funding Parties to the Agreement in relation in proportion to that Funding Party's FSS Share.

Liabilities following termination

21.9 Clause 25.7 shall apply in relation to any Liabilities arising following the date on which this Agreement is terminated.

21.10 This clause 21 shall survive the termination of this Agreement.

22. **HEALTH AND SAFETY**

22.1 In relation to the NPCC Staff, the Host Force will have primary responsibility for ensuring compliance with all Health and Safety requirements of the NPCC including undertaking Health and Safety audits and assessments and compliance with all record keeping responsibilities. The governance arrangements will require regular Health and Safety reports, approve Health and Safety policies and give guidance in respect of claims received or improvements to practices. Any Liabilities that arise in relation to this clause 22.1 shall be dealt with in accordance with clause 21.

22.2 The Audit and Assurance Board shall have the responsibility for the Health and Safety of the Chair as more particularly set out in the Chair's terms and conditions of employment but this clause shall not derogate from the Commissioner of Police of the Metropolis having ultimate accountability for this.

22.3 The Parties shall procure that the NPCC Staff and the Chair shall comply with all Health and Safety Legislation and relevant MOPAC policies and shall notify and assist the Host Force in relation to any Health and Safety issues.

22.4 Any Liabilities that the Host Force incurs due to it carrying out its obligations in this clause 22 shall be dealt with in accordance with clause 21.

23. **INDEMNITY**

23.1 Subject to clause 23.2, where a Party has not acted in good faith (the "Defaulting Party") that Defaulting Party shall indemnify the other Parties against all losses, claims, damages, expenses, costs and charges, demands or proceedings incurred by the other Parties as a result of the Defaulting Party failing to act in good faith.

23.2 Clause 23.1 shall not apply to the Metropolitan Police Service where it is acting in its role as the Host Force and in these circumstances the provisions of clause 21.4 shall apply.

24. **INSURANCE**

24.1 The Host Force shall take out and maintain insurance for the benefit of the NPCC with insurers of good standing and good repute which shall include the following persons within the insurance programme:

24.1.1 Any employees or officers who are employed by the Commissioner of Police of the Metropolis to carry out the functions of the NPCC;

24.1.2 The Chair; and

24.1.3 Any employees or officers who are representatives on the Audit and Assurance Board and the Chief Constables Council who are employed by the Commissioner of Police of the Metropolis or who are under the Direction and Control of the Host Force,

which shall include as a minimum insurance required by the Employers Liability Act and the Road Traffic Act and such insurance as it deems appropriate at the time. Any Liabilities that arise in relation to this clause 24.1, including any relevant insurance premiums and/or uninsured excesses, shall be dealt with in accordance with clause 21.

24.2 The Host Force may change the levels of excess, limits of cover and terms of the insurances taken out pursuant to clause 24.1 from time to time. The Host Force shall provide evidence of insurance and details of the levels of excess, limits of cover and terms of the insurances to the Audit and Assurance Board within a reasonable period of a request being received

24.3 Each Funding Party shall be required to take out and maintain its own insurance with insurers of good standard and good repute in relation to any employees or officers who will carry out any of the functions of the NPCC (including the governance structure) who are under the Direction and Control of that Funding Party or its corresponding Chief Officer. This should include, as appropriate, the taking out of insurance in relation to Employers Liability, Public Liability and Motor Liability and such other insurances as are agreed to be taken out by the Audit and Assurance Board at the relevant time.

25. **TERMINATION OF THE AGREEMENT**

25.1 The Agreement shall be terminated if more than seventy-five per cent (75%) of the Chief Officers who are a Party to this Agreement and also at least fifty per cent (50%) of the Parties to this Agreement at the relevant time agree that this Agreement should be terminated but the Agreement shall not be terminated without the prior written consent of the Secretary of State.

25.2 Subject to clause 25.3, any Party shall be entitled to withdraw from this Agreement at any point by giving at least 12 months' written notice to the Audit and Assurance Board (which shall be copied to the other Parties) of its intention to terminate, such notice to include details of the reason why the relevant Party wishes to exit from the terms of this Agreement, how they will continue to ensure that there is effective policing within the relevant Police Force and how they will comply with the Strategic Policing Requirement. Subject to the prior written consent of the Secretary of State, that Party shall cease to be a Party to this Agreement on the date agreed between that relevant Party and the Audit and Assurance Board.

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- 25.3 For the purposes of clause 25.2, both the Chief Officer and the Police and Crime Commissioner for a Police Force must withdraw from the Agreement at the same time otherwise their notice will not be deemed to be effective.
- 25.4 If a Party withdraws from the Agreement pursuant to clause 25.2:
- 25.4.1 such Party shall continue to be responsible for any liabilities arising after the date on which they exit the Agreement and which have arisen due to events occurring during the time that they were a party to this Agreement pursuant to clause 20 and 23;
 - 25.4.2 such Party shall not be liable for any liabilities that arise after the date on which that Party exits the Agreement and which are due to events arising after the date on which that Party exits the Agreement; and
 - 25.4.3 the remaining Parties to this Agreement shall agree any required amendments to the funding of this Agreement and the FSS Share pursuant to Schedule 2.
- 25.5 Within three months following the Termination Date, the Funding Parties shall prepare financial accounts which shall include such details as the Audit and Assurance Board determine shall be set out at the relevant time.
- 25.6 Upon the termination of this Agreement, the Audit and Assurance Board shall agree the process for dealing with any Assets and contracts and an appropriate exit strategy but with the intention that:
- 25.6.1 Assets shall be returned to the Funding Parties in direct proportion to the FSS Share and in such circumstances the Audit and Assurance Board shall agree how any Assets shall be valued, sold or redistributed for the purposes of determining the FSS Share and how the Assets should be returned to the Funding Parties;
 - 25.6.2 The Host Force shall terminate any contracts that are entered into solely for the functions of the NPCC and remove from other NPCC Contracts which have been entered into for the benefit of NPCC and MOPAC those volumes that relate to NPCC activity;
 - 25.6.3 Any staff employed by the Commissioner of Police of the Metropolis exclusively to perform services in order to assist the NPCC to deliver its functions (but excluding staff who had been engaged in performing the Support Services) shall either be made redundant or shall transfer into a new body;

25.6.4 The Chair's role within the NPCC will terminate and the Chair's appointment as an Assistant Commissioner within the Host Force shall cease.

25.7 On termination of this Agreement, each Funding Party shall continue to pay to the Host Force, on request from the Host Force that Funding Party's FSS Share of the cost of covering all ongoing Liabilities (including redundancy costs) incurred by the Host Force as a result of termination of this Agreement in the manner set out in clause 21 (Liabilities in respect of Services provided under the Agreement) and clause 23 (Indemnity) and this clause shall survive the termination of this Agreement. The provisions of clause 21 shall continue to apply in relation to any Liabilities that occur following the date of termination of this Agreement in relation to the activities of the NPCC.

26. **NOVATION AND ADDITIONAL PARTIES**

26.1 The Parties shall not be entitled to assign the benefit of this Agreement or any part of it (together with the burden) to any other body unless the assignment takes effect by operation of law.

26.2 This Agreement will be binding on and will enure to the benefit of the Parties and their respective successors and any successors shall be responsible for the decisions of the previous bodies as though such decisions had been made by a successor body.

26.3 The Host Force shall be entitled to sub-contract the provision of the Support Services to another person.

26.4 If it is agreed by the Audit and Assurance Board following the date of this Agreement that there are any other entities or other national policing units who should become a party to this Agreement (either in addition to or in substitution for the original parties to this Agreement) the Parties shall amend the provisions of this Agreement in order to allow such other parties to enter into the terms of this Agreement. No such parties shall be allowed to enter into this terms of this Agreement without the prior written consent of the Secretary of State. The Parties shall seek to agree whether any amendments are required to the FSS Share as a result of any additional parties joining the Agreement but shall seek to minimise any other amendments that are required to the terms of this Agreement.

27. **CONFIDENTIALITY**

27.1 Subject to **clause 27.3**, the Parties to this Agreement shall share information between themselves and act in the interests of transparency in order to allow NPCC to perform its functions and operate effectively.

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- 27.2 The Chief Constables Council shall seek to agree whether there are any matters which are commercially sensitive or may not be disclosed for legal reasons. If any matters are agreed to be commercially sensitive, the Parties to this Agreement shall keep such matters confidential and shall use all reasonable endeavours to prevent their officers and agents from making any disclosure of confidential or sensitive information or information which may not be disclosed for legal reasons. It is agreed that it may not be possible to share information with the Parties on details of award of NPCC Contracts (where these have been entered into for the mutual benefit of NPCC and MOPAC) until after the date on which such NPCC Contracts are awarded.
- 27.3 **Clause 27.2** shall not apply to:
- 27.3.1 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Agreement;
 - 27.3.2 any disclosure required by operation of law, including the Data Protection Act and Freedom of Information Act and Section 23E of the Police Act 1996.
 - 27.3.3 any matter which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
 - 27.3.4 any disclosure to enable a determination to be made under **clause 19**(Dispute Resolution);
 - 27.3.5 any disclosure required by law, any Parliamentary obligation or the rules of the Stock Exchange or Governmental or Regulatory Police Body having the force of law;
 - 27.3.6 any disclosure of information which is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
 - 27.3.7 any disclosure by a Party to a department, office or agency of the Government;
 - 27.3.8 any disclosure for the purposes of the examination and certification of any Party's accounts.

28. **DATA PROTECTION ACT, FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS**

28.1 The Chair and the Host Force shall agree a process as to how the NPCC shall comply with its obligations in relation to:

28.1.1 the Data Protection Act 1998 (including who shall be the Data Controller and the Data Processor as defined in that Act); and

28.1.2 the Freedom of Information Act

including how this shall operate in practice when the NPCC is not a legal entity.

28.2 Any Liabilities incurred in relation to this clause 28 shall be dealt with in accordance with clause 21.

29. **RECORDS**

29.1 Each Party shall keep adequate and comprehensive records and accounts to:

29.1.1 enable it to perform its obligations under this Agreement;

29.1.2 allow the Host Force to perform its obligations under this Agreement; and

29.1.3 meet its statutory obligations and to comply with any requests from third parties.

29.2 Such records shall be freely available to the other Parties to this Agreement, the Chair, the Chief Constables Council and the Audit and Assurance Board. On the termination or expiry of this Agreement, the Party retaining any record shall provide, for a reasonable period, free access (in accordance with Management of Police Information Guidance) to the other Parties to such records in so far as they relate to the period of this Agreement.

30. **PUBLICITY**

The NPCC shall have use of an independent communications director who shall be employed by the Commissioner of Police of the Metropolis and shall be responsible for all publicity, media and communications in relation to NPCC and shall comply with the requirements for publicity, media and communications as specified by the Chair. The Parties shall procure that the Chair shall put appropriate arrangements in place for media coverage and shall ensure that the views of the NPCC are shown as separate and are independent from the views of any other Police Force.

31. **INTELLECTUAL PROPERTY**

- 31.1 If any Intellectual Property is developed by the NPCC during the continuance of this Agreement, the Chief Constables Council shall agree the appropriate Party or Parties who shall own such Intellectual Property at the time but with the intention that such Intellectual Property shall be owned jointly and severally between the Parties. If any Intellectual Property is developed pursuant to this clause, the Chief Constables Council shall also agree how that Intellectual Property can be used by the Parties to this Agreement.

32. **AUDIT AND INSPECTION**

- 32.1 The Parties agree that the Audit and Assurance Board shall make arrangements with the Host Force for all statutory audits or inspections of the NPCC as required by internal audit teams, district auditors and other external auditors (including HMIC).
- 32.2 To ensure that the functions of the NPCC are provided in accordance with this Agreement, the Audit and Assurance Board will be entitled to carry out an internal audit of NPCC at any time and make recommendation to the Chair and the Chief Constables Council as to improvements to be made to the performance of the NPCC which the Parties shall use all reasonable endeavours to implement.
- 32.3 The Chair shall share all findings with the Parties as soon as reasonably practicable and shall ensure that the results of such audit or inspection are discussed with the Chair as appropriate.
- 32.4 **Clauses 32.1 and 32.2** are without prejudice to the operational independence of the Chief Officers and the Chair and having regard to legal requirements in respect of the disclosure and security of information, including overriding duties of legal privilege confidence and confidentiality.
- 32.5 The Host Force and the other Parties to this Agreement will provide such information as is reasonably required, in accordance with standard audit practice, to demonstrate that the NPCC is performing in accordance with the standards set out pursuant to the terms of this Agreement.

33. **COMPLAINT**

- 33.1 If any complaint or enquiry relating to the NPCC is made to any Party to this Agreement (formally, informally, to the auditor, the Audit and Assurance Board or the ombudsman service) this shall be referred to the Performance Sub-Committee and the Parties shall cooperate fully in dealing with such complaints and shall

cooperate in responding to any enquiries made by an external regulatory body including the Local Government Ombudsman or the external auditor.

33.2 If any complaint is made in relation to the Chair, this shall be referred to the Commissioner of Police of the Metropolis and the Commissioner of Police of the Metropolis shall deal with such complaint in accordance with clause 9.5.2.

33.3 Any complaint that gives rise to a conduct matter or grievance proceedings shall be dealt with in accordance with **clause 9.5.2** or clause **17** (as appropriate).

34. **VAT**

34.1 The Parties consider that the hosting arrangements provided under this Agreement are shared administrative arrangements rather than services and as such it is not anticipated that such hosting arrangements are subject to VAT.

34.2 Where, under the terms of this Agreement, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

34.3 The Parties agree that where any Party is uncertain of the VAT treatment of any supply made under the terms of this Agreement, that Party may choose to seek a ruling from HM Revenue & Customs as to the correct VAT treatment of that supply and such Party shall inform the other parties if it does so.

35. **NOTICES**

35.1 Any notices required in relation to the day to day running of the NPCC and other operational matters of the NPCC shall be dealt with by the Chair and no formal notices shall be issued under the remaining provisions of this clause 35 in relation to such matters.

35.2 Subject to clause 35.3, any demand, notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be e-mailed to the recipient at its e-mail address marked for the attention of the Chief Officer or the appropriate Funding Party (as applicable).

35.3 Any demand, notice or other communication to be served on the Host Force shall be in writing (entirely in the English language), signed by or on behalf of the Party giving it and shall be served by delivering it personally or by sending it by pre-paid first class post, recorded delivery or registered post, marked for the attention of the Chief Officer or the Funding Party (as applicable) at New Scotland Yard, 8-10 Broadway, London SW1H 0BG.

35.4 Any such demand, notice or communication shall be deemed to have been duly served:

35.4.1 if given by e-mail it will be deemed to have been served, subject to **clause 35.4.1.1** below, at the time of sending the e-mail, , provided that any notice served by e-mail will be confirmed by letter sent by post or delivered by hand as soon as practicable thereafter but without prejudice to the effectiveness of the original notice given by e-mail if received or deemed to have been received in accordance with this **clause 35.4.1** and **clause 35.4.1.1**;

35.4.1.1 if an automatic electronic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been received by the recipient or that the recipient is out of the office, that e- mail shall be deemed not to have been served;

35.4.2 if sent to that party's address by pre-paid first class post, or mail delivery service providing guaranteed next working day delivery and proof of delivery, at 9.00am on the next Business Day after the date of posting;

35.4.3 if delivered to or left at that party's address (but not, in either case, by one of the methods set out in clause 35.4.2), at the time the notice is delivered to or left at that party's address;

35.4.4 if sent by facsimile to that party's facsimile number, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report,

provided that if a notice is deemed to be served before 9am on a Business Day it will be deemed to be served at 9am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 4pm on a Business Day it will be deemed to be served at 9am on the immediately following Business Day.

35.5 To prove service of a notice it will be sufficient to prove that the provisions of clause 35.4 were complied with.

36. **WAIVER**

36.1 The failure or delay by any Party in exercising any right, power or remedy under this Agreement shall not in any circumstances imply such right, power or remedy nor operate as a waiver of it. The single or partial exercise by any Party to this Agreement of any right, power or remedy under this Agreement shall not in any

circumstance preclude any other further exercise of it or the exercise of any other right, power or remedy.

36.2 The rights, powers and damages provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

36.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall be in writing and signed by the party giving it and shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

37. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

37.1 Subject to clause 37.2 a person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

37.2 This clause does not affect the Secretary of State's right to enforce any right or remedy which exists or is available to her under the terms of this Agreement.

38. **SEVERABILITY**

38.1 If any provision of this Agreement is or becomes illegal or invalid it shall not affect the legality and validity of the other provisions. The Parties shall in good faith amend and if necessary novate this Agreement to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is consistent with the laws of the jurisdiction and so that the amended clause complies with such laws.

39. **ENTIRE AGREEMENT**

39.1 Subject to **clause 17**, this Agreement and all documents referred to herein set forth the entire Agreement between the Parties in respect of the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written and whether made by a Party or any other person and whether made to a Party or any other person.

39.2 Each of the Parties acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of contract provided that this does not exclude any liability which any Party would otherwise have to another Party in respect of any statements made fraudulently prior to the date of this Agreement or to any provision of this Agreement which is induced by fraud for

which the remedies available shall be all those available under the law given in this Agreement.

40. **EQUALITY AND DIVERSITY**

40.1 The Parties shall and shall procure that their employees agents and sub-contractors shall comply with any applicable anti-discrimination legislation including the Equality Act 2010 the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay.

40.2 The Parties have had regard to the public sector equality duty in deciding to enter into this Agreement and shall have regard to the public sector equality duty in complying with their obligations under this Agreement and the Policing Code of Ethics.

41. **FURTHER ASSURANCE**

The Parties shall execute all such further deeds and documents and carry out all such further acts as may be necessary to carry the provisions of this Agreement into full force and effect.

42. **GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and be construed in accordance with English law and without prejudice to the dispute resolution procedure the Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

43. **CONTINUANCE IN FORCE**

43.1 Unless expressly stated to the contrary each obligation of a Party under this Agreement shall be deemed to be a continuing obligation throughout the Term.

43.2 The expiry or termination (howsoever arising) of this Agreement shall be without prejudice to the rights and duties of each Party accrued prior to such expiry or termination.

43.3 The clauses and provisions of this Agreement which expressly or impliedly have effect following expiry or termination (howsoever arising) of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

44. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

Schedule 1: The role of the Chair

The Parties agree that the role of the Chair shall be as follows:

1. co-ordinating the strategic policing response to major incidents or events through the NPCC;
2. chairing the strategic meetings of the NPCC, including the Chief Constables Council, the NPoCC Governance Board and the ACRO/UKCA board;
3. attending regular bilateral meetings with the MPS Commissioner, Chief Executive of the College of Policing, the Director-General of the National Crime Agency, regional meetings with Chief Officers and national policing area leads as well as the NPCC's Audit and Assurance Board;
4. engaging with a variety of national bodies and individuals in order to achieve the aims of NPCC and make sure the voice of the leadership is heard and relationships with key influencers built and maintained;
5. representing the NPCC on the professional opinion of the senior leadership of the police service, where required, in media appearances on overarching issues as well as representing the service among the membership or on the boards of a large number of organisations, from international bodies such as the Police Executive Research Forum, to police service related charities;
6. representing the NPCC and the police service in national and international forums, including COBR. Establishment of links with Europe and the wider international community to promote British policing and to facilitate the exchange of information on good policing practice;
7. representing the police service before the Home Affairs Select Committee and where required other committees of, and groups within, Parliament; the Police Mutual committee of management; the Police Memorial Trust; the College of Policing Professional Committee; the Care of Police Survivors; the HMIC Reference group and the APCC General Meeting;
8. manage the launch and establishment of the NPCC embedding transparent and effective governance, performance monitoring and reporting mechanisms and strengthening stakeholder engagement;

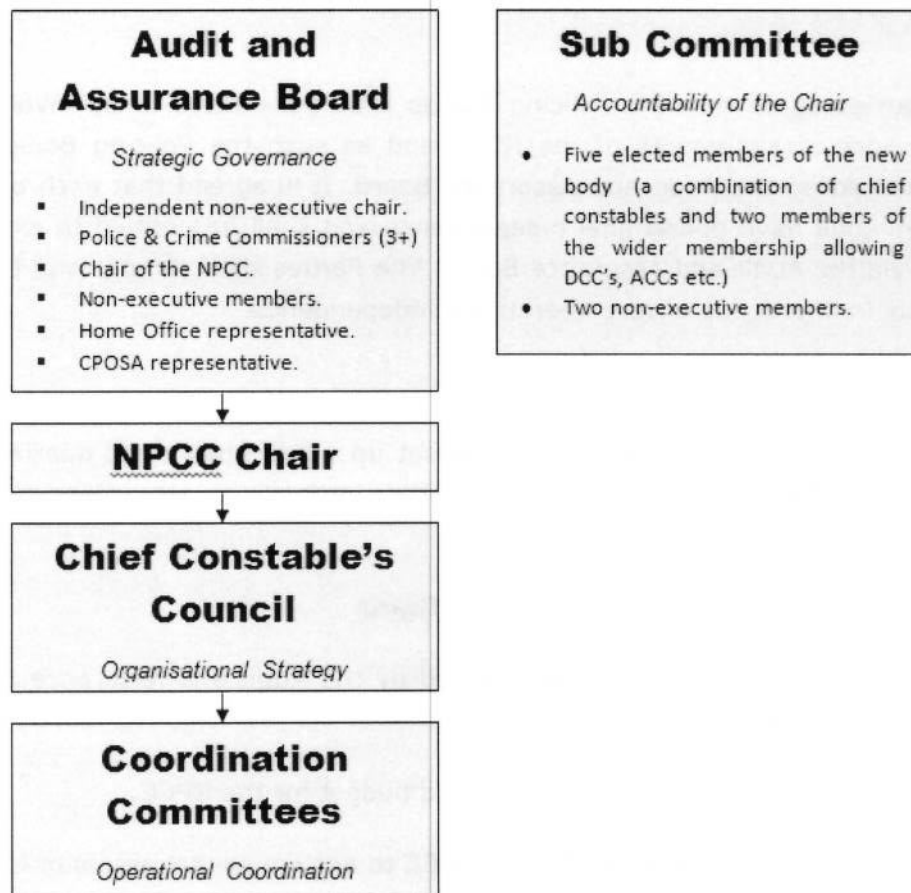
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9. overseeing the implementation, development, monitoring and review of strategic and operational work plans that will enable the effective and efficient delivery of the strategic functions of the NPCC;
 10. champion the capacity of the NPCC and of Chief Officers working together to serve and protect the public, influencing national policing policy, acting as an advocate for the leadership of the police service in the media and with stakeholders and promoting best practice.
 11. be responsible for the co-ordination of NPoCC and its deployments, including development of forward planning strategies in consultation with Chief Officers and the Home Office further details of which are included in the NPoCC Collaboration Agreement;
 12. leadership of day-to-day operations, both pre-planned and immediate response; responsible for negotiations for resources and through the authority of the NPCC, responsible for decisions around Asset deployment;
 13. lead on behalf of the police service at COBR meetings providing the link between Chief Officers and Government at times of crisis advising on strategic issues facing the service and communicating with Chief Officers. Attendance at relevant exercises, as participant or observer, and act as the police service's spokesperson to the media at national level;
 14. ceremonial duties integral to the post include the Chair of the Police Honours Committee; membership of the Home Office Honours Committee and the police service representative of Care of Police Survivors, Police Memorial Day;
 15. providing support and pastoral care to Chief Officers including confidential advice to colleagues on critical issues in force on request; offering confidential advice and views to PCCs on request; giving welfare support to colleagues and liaising with the Chair of CPOSA;
 16. delivering excellent financial management and use of resources, ensure value for money is achieved and demonstrated publicly;
 17. promoting the highest standards of integrity, professional conduct and equality throughout the NPCC and its membership; and
 18. be responsible for engaging and consulting with the Chief Constables Council.

Schedule 2: Accountability and Governance

1. Overview

- 1.1 This Schedule sets out the governance structure that shall apply to the NPCC as well as the accountability mechanisms in relation to the Chair.
- 1.2 The governance and accountability mechanisms set out in this Schedule ensure that the strategic governance of the activities and outcomes of the NPCC are separated from the management and accountability of the Chair.
- 1.3 The governance arrangements for this Agreement reflect the objectives of Section 22A of the Police Act 1996 which enable and encourage co-operation and collaboration between the parties to this Agreement. The arrangements described in this schedule are intended to reflect current best practice.

2. Governance of the NPCC



2.1 An overview of the governance of the NPCC is set out in the diagram below:

3. **Audit and Assurance Board**

Overview

- 3.1 The Parties agree that the Policing Bodies shall be entitled to be involved in the governance arrangements of the NPCC and as such the Policing Bodies shall be represented on the Audit and Assurance Board. It is agreed that each of the Chief Officers shall have operational independence and shall be entitled to express their views via the Audit and Assurance Board. The Parties shall comply with the Policing Protocol in in order to ensure operational independence.

Frequency of Meetings

- 3.2 An Audit and Assurance Board shall be set up which shall meet quarterly for the duration of this Agreement (or at such other intervals as are agreed between the Parties).

Matters to be agreed by the Audit and Assurance Board

- 3.3 The matters to be considered and agreed by the Audit and Assurance Board shall include the following:
- Review and approve the business plan and budget for the NPCC;
 - Review and approve proposals for the NPCC to acquire capital assets or liabilities;
 - Review and approve any proposals for variations of the Section 22A agreements;
 - Audit and sign off of accounts;
 - Agreeing appointment of auditors' annual Audit plan;
 - Agreeing the internal control and risk management arrangements;
 - Ensuring legal responsibilities of the NPCC in relation to health and safety, diversity and environmental matters are being addressed; and
 - Such other matters which are set out in the terms of this Agreement to be agreed by the Audit and Assurance Board.

Membership

- 3.4 The Audit and Assurance Board shall consult with Chief Constables, Police and Crime Commissioners and other stakeholders who are not members of the Audit and Assurance Board from time to time to help inform their decision making.

3.5 The Audit and Assurance Board shall elect an independent non-executive chair.

3.6 The membership of the Audit and Assurance Board shall include:

- Independent non-executive chair.
- Police & Crime Commissioners - not less than three.
- Chair of the NPCC.
- Two non-executive members.
- Home Office representative.
- CPOSA representative.

3.7 Each member of the Audit and Assurance Board may nominate one substitute member to attend any meeting of the Audit and Assurance Board in their place provided this is an individual of appropriate seniority to themselves and subject to appropriate notification being given to the chair of the Audit and Assurance Board.

Quorum

The quorum of the meeting shall be at least five (5) members of the Audit and Assurance Board who are entitled to attend. It is agreed that if a person dials into a meeting rather than attending in person, they shall be deemed to be in attendance.

3.8 Any matter will be decided by simple majority of voting members of the Audit and Assurance Board who are attending the meeting. In the event of an equality of votes the chair of the Audit and Assurance Board appointed pursuant to paragraph 3.5 of this Schedule 2 shall have a second or casting vote. Before exercising a second or casting vote the chair of the Audit and Assurance Board shall consider whether it is appropriate to defer the matter to the next meeting of the Audit and Assurance Board.

3.9 A member appointed as a substitute shall have the same voting rights as the member for whom he/she is substituting and who does not attend. Where the appointed member attends, the substitute member shall not have any right to vote after the conclusion of the item of business being discussed when the appointed member arrives, but may remain at the meeting as an observer.

3.10 The chair of the Audit and Assurance Board will take a vote by a show of hands, or if there is no dissent, by the affirmation of the meeting.

Minutes

3.11 The Audit and Assurance Board shall arrange for agendas to be circulated in advance of the meeting and for minutes to be kept and maintained. This should be published, except to the extent provided under the Freedom of Information Act.

4. **Accountability of the chair and sub-committees**

4.1 As the Chair of the NPCC is entirely independent from the Commissioner of Police of the Metropolis and is outside of the chain of command of the Commissioner of Police of the Metropolis as further set out in clause 9.5, the Parties agree that Section 49 of the Police Reform and Social Responsibility Act 2011 cannot be automatically exercised by the Commissioner of Police of the Metropolis and that suspension, removal and disciplinary proceedings in relation to the specific circumstances which apply to the Chair under this Agreement are not catered for within the existing legislative framework.

4.2 In order to allow the NPCC to operate within the spirit of the Police Reform and Social Responsibility Act and to provide appropriate accountability of the NPCC and the Chair it is agreed that the Commissioner of Police of the Metropolis shall (save in relation to any statutory powers which must always be exercised by the Commissioner of Police of the Metropolis as further described below) delegate this function to the Performance Sub-Committee and that the following shall apply:

4.3 A Performance Sub-Committee of the NPCC shall be established which shall have the following membership:

4.3.1 Five members of the NPCC appointed for this purpose and to include at least 3 members of Chief Constable rank or equivalent; and

4.3.2 Two non-executive members.

4.4 The Standards Sub-Committee shall have the following functions in relation to the Chair:

4.4.1 Ethical standards;

4.4.2 Conduct and integrity;

4.4.3 Performance.

4.5 In the absence of any specific legal framework for the role of the Chair in the specific circumstances that apply to the NPCC, the Performance Sub-Committee shall be the appropriate supervisory body for this post and shall be responsible for considering any Section 49 Police Reform and Social Responsibility Act suspension and removal from post provisions. Any decision to invoke these provisions must be

endorsed by a majority of the elected members of the Performance Sub-Committee.

- 4.6 In the case of matters that allege gross misconduct, the Standards Sub Committee shall refer the matter to the IPCC for investigation, to ensure independence and to reflect the public interest that would attach to allegations about the Chair.
- 4.7 If the Performance Sub-Committee determine that disciplinary actions or suspension or removal from the post of the Chair are required, then the Commissioner of Police of the Metropolis shall implement any such decision and carry out the agreed disciplinary action or suspension or removal from post (as applicable) and always in accordance with the requirements and instructions of the Performance Sub-Committee as it is agreed that the Commissioner of Police of the Metropolis is the only person with the relevant statutory power to do this pursuant to the Police Reform and Social Responsibility Act.

Schedule 3: Dispute Resolution

1. Any dispute arising in relation to operational, hosting or Support Services shall be dealt with in the dispute resolution process included in the Service Level Agreement. Any other dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this **Schedule 4**. The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 1.1 In the event of any dispute or difference between the Parties relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) the matter shall be dealt with as follows:
 - 1.1.1 The Chief Constables Council and the Chair shall initially seek to resolve any dispute between the Parties;
 - 1.1.2 if the matter can not be resolved in accordance with paragraph 1.1 of this Schedule 4 within 14 days, the matter shall be referred to the Audit and Assurance Board.
- 1.2 To initiate a mediation, a Party must give notice in writing ("ADR Notice") to the other Party requesting mediation in accordance with this **Schedule 4**. A copy of the request should be sent to the Centre for Dispute Resolution or its successor ("CEDR").
- 1.3 The procedure in the Model Procedure will be amended to take account of:
 - 1.3.1 any relevant provisions in this Agreement;
 - 1.3.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 1.4 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties cannot agree within seven days from the date of the ADR Notice, CEDR will (at the request of either Party) decide that issue on behalf of the Parties (having first consulted with them).
- 1.5 The mediation will start no later than 21 days after the date of the ADR Notice.
- 1.6 No Party shall commence court proceedings whilst the dispute resolution procedure pursuant to this **Schedule 4** is being applied.

Schedule 4: Funding

FSS FORMULA (INC PSNI) - WEF 09/10)

Anticipated Budget

Force	FSS	FSS Share	15/16 Contribution (£1.33m)	13/14 Contribution (£1.2m)	Difference from 13/14
Avon & Somerset	173.700	2.0%	26,101.41	24,836.63	1,264.78
Bedfordshire	68.500	0.8%	10,293.30	9,794.53	498.77
Cambridgeshire	78.700	0.9%	11,826.03	11,252.98	573.05
Cheshire	117.600	1.3%	17,671.42	16,815.13	856.29
City of London	20.200	0.2%	3,035.40	2,888.31	147.09
Cleveland	95.300	1.1%	14,320.46	13,626.54	693.92
Cumbria	65.600	0.7%	9,857.53	9,379.87	477.66
Derbyshire	109.200	1.2%	16,409.18	15,614.05	795.13
Devon & Cornwall	181.900	2.1%	27,333.60	26,009.11	1,324.49
Dorset	63.700	0.7%	9,572.02	9,108.19	463.83
Durham	89.200	1.0%	13,403.83	12,754.33	649.50
Dyfed-Powys Police	53.100	0.6%	7,979.19	7,592.54	386.65
Essex	173.000	2.0%	25,996.22	24,736.54	1,259.68
Gloucestershire	57.800	0.7%	8,685.44	8,264.58	420.86
Greater Manchester	445.600	5.0%	66,959.06	67,714.46	-755.40
Gwent	80.600	0.9%	12,111.54	11,524.65	586.89
Hampshire	202.200	2.3%	30,384.03	28,911.72	1,472.31
Hertfordshire	117.700	1.3%	17,686.45	16,829.43	857.02
Humberside	125.100	1.4%	18,798.43	17,887.52	910.91
Kent	187.200	2.1%	28,130.02	26,766.94	1,363.08
Lancashire	198.800	2.2%	29,873.12	28,425.57	1,447.55
Leicestershire	114.700	1.3%	17,235.65	16,400.47	835.18
Lincolnshire	62.300	0.7%	9,361.65	8,908.01	453.64
Merseyside	260.600	2.9%	39,159.63	37,262.09	1,897.54
Metropolitan Police	1,930.000	21.8%	290,015.69	275,962.54	14,053.15
Norfolk	85.400	1.0%	12,832.82	12,210.98	621.84
North Wales	78.200	0.9%	11,750.89	11,181.49	569.40
North Yorkshire	74.800	0.8%	11,239.99	10,695.34	544.65
Northamptonshire	73.500	0.8%	11,044.64	10,509.45	535.19
Northumbria	243.800	2.8%	36,635.14	34,859.93	1,775.21
Nottinghamshire	136.900	1.5%	20,571.58	19,574.75	996.83
PSNI	536.743	6.1%	80,654.94	76,746.68	3,908.26
Scotland	468.000	5.3%	70,325.05	63,383.00	6,942.05
South Wales	176.700	2.0%	26,552.21	25,265.59	1,286.62
South Yorkshire	199.100	2.2%	29,918.20	28,468.47	1,449.73
Staffordshire	117.400	1.3%	17,641.37	16,786.53	854.84

Suffolk	69.200	0.8%	10,398.49	9,894.62	503.87
Surrey	99.300	1.1%	14,921.53	14,198.49	723.04
Sussex	165.700	1.9%	24,899.27	23,692.74	1,206.53
Thames Valley	231.900	2.6%	34,846.96	33,158.40	1,688.56
Warwickshire	52.800	0.6%	7,934.11	7,549.65	384.46
West Mercia	118.900	1.3%	17,866.77	17,001.01	865.76
West Midlands	468.000	5.3%	70,325.05	66,917.34	3,407.71
West Yorkshire	328.200	3.7%	49,317.69	46,927.93	2,389.76
Wiltshire	63.600	0.7%	9,556.99	9,093.90	463.09
Totals	8,860.44	100.0%	1,331,434.00		

Additional Signatories					
Force	FSS	FSS Share	15/16 Contribution (£1.33m)	13/14 Contribution (£1.2m)	Difference from 13/14
British Transport Police		To be based on S Yorks - MS size Force	29,918.20		
Civil Nuclear Constabulary (formerly UKAEA Constabulary)			3,035.40		
Ministry of Defence Police		To be based on S Yorks - MS size Force	29,918.20		
Isle of Man		To be based on smallest contribution	3,035.40		
Sovereign Base Areas Police		To be based on smallest contribution	3,035.40		
States of Guernsey Police Service		To be based on smallest contribution	3,035.40		
States of Jersey Police		To be based on smallest contribution	3,035.40		
Army			15,000.00		
Royal Gibraltar Police		To be based on smallest contribution	3,035.40		
RAF			15,000.00		

1,418,709.90

Totals by region			
England	7,467.10	84.3%	1,122,060.18
Wales	388.60	4.4%	58,393.83
PSNI	536.74	6.1%	80,654.94
Scotland	468.00	5.3%	70,325.05
England, Wales & NI	8,860.44	100.0%	1,331,434.00

Note: PSNI %
calculated as follows
& with approval by
hon treasurer

	GMP	PSNI	Ratio size of PSNI compared to GMP
value per formula used up to 2008/09	256.77	309.29	1.20

	West mids	Scotland	Ratio size of Scotland compared to West Mids
value per formula used up to 2008/09	256.77	309.29	1.00

ANNEX 1

OPERATING MODEL

The Operating Model is based upon three systems of internal control – the annual delivery plan, Chief Constables Council and coordination committees. This will be overseen by a clear governance model. The model will be guided by the clear principles agreed at Chief Constables Council in March 2014 with a greater emphasis on planning, proper governance and accountability arrangements as well as the use of technology to drive delegation of responsibility.

Annual delivery plan – a delivery plan will be agreed on an annual basis which will set out the key ambitions for the year and will form the basis of reporting to the Audit and Assurance Board.

Chief Constables Council – This is the key decision making structure and will meet on a regular basis giving sufficient time to discuss the major issues facing the service . This is where operationally independent Chief Constables can meet and agree common approaches and national coordination.

Coordination committees – the work currently undertaken by ACPO business areas will transition into a number of coordination committees who will progress the work around how they operate alongside, and linked into, the College of Policing and their statutory responsibilities for standard setting. Chairs of these committees will be openly elected.

Secretariat – There will be a secretariat structure which shall be responsible for the day to day management of the business. This shall be developed as part of the Operating Model.

ANNEX 2

SERVICE LEVEL AGREEMENT

The Parties shall work together with the Host Force to agree a final Service Level Agreement which shall be inserted into this Annex once agreed.

ANNEX 3

MEMORANDUM OF UNDERSTANDING

The memorandum of understandings referred to in clause 6.1.1 and 6.1.2 shall be developed by the relevant Parties to this Agreement and shall be inserted into this Annex once agreed.

SIGNED by

duly authorised to sign for and on behalf of

THE CHIEF CONSTABLE OF WEST MERCIA POLICE

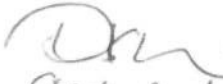
in the presence of:

Witness signature:

Name:

Address:

Occupation:

)  (DAVID SHAW)
) Chief Constable West Mercia

)

J HARTLEY
WEST MERCIA POLICE
PA

SIGNED by

duly authorised to sign for and on behalf of

THE POLICE AND CRIME COMMISSIONER FOR WEST MERCIA

in the presence of:

Witness signature:

Name:

Address:

Occupation:

) Andy Chambers
CHIEF EXECUTIVE
) BILL LOXMORE

) 
DEPUTY PCC
BARRIE SHELTON
OPCC WEST MERCIA

National Police Collaboration Agreement—in relation to the setting up
of a Co-ordinating Body known as the National Police Chiefs' Council
("NPCC")

**POLICE AND CRIME COMMISSIONER FOR
WEST MERCIA**



RECORD OF DECISION

TITLE: ANPR Development
Ref: PCC/D/2015/14

EXECUTIVE SUMMARY

Warwickshire and West Mercia Police have historically adopted different approaches to deliver ANPR capability i.e. using a blend of fixed, redeployable and mobile cameras alongside differing funding streams, contractors and ICT arrangements.

The vision is that, in accepting this paper and all the recommendations, the Alliance has a harmonised ANPR infrastructure which is enduring and fit for purpose in the next five years and beyond. The full exploitation of the operational benefits of ANPR compliments the Alliance vision of protecting people from harm.

RECOMMENDATION

1. £3.76m be added to the capital programme to fund the development of ANPR across the Alliance.
2. The additional revenue costs of £284,000 will be built in as growth to the 2016/17 revenue budget.
3. The one off revenue costs will be funded from underspend in year.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed

PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. Background

- 1.1. ANPR is engrained as a key policing tool, with significant future benefits in terms of:
 1. Intelligence and investigation,
 2. 24/7 monitoring & immediate response and
 3. ANPR operations – spontaneous and planned deployment of mobile assets.
- 1.2. ANPR enables the exploitation of technology to maximise opportunities for the workforce to deliver a quality service against the forecasted diminishing budget.
- 1.3. The ANPR strategy encompassed the proposals for both static and mobile growth, underpinned by the key recommendations. It aligns with the OCC project and evidence hub. Additionally any spontaneous response to ANPR demand is influenced not by growth in infrastructure but via consciously informed internal monitoring processes.
- 1.4. The optimal option is to extend, in full, the alliance infrastructure as identified within the ANPR strategic assessment; thereby providing an additional 237 lanes of ANPR at 89 strategic locations. Implementation of all the sites identified in the strategic assessment will increase the capital investment to an estimated £3,103,000. The associated annual revenue costs are £337,100. This will equate to an additional funding requirement of £1,182,000 in capital and a projected £239,000 in ongoing revenue (including 1 fte ANPR analyst post), together with a one-off revenue spend of £102,000 in 2015/16 and £42,000 in 2016/17 for BOF migration and project management costs.
- 1.5. Equipping the 62 OPU vehicles with digital media (which incorporates ANPR) is intrinsically linked to a wider issue with the investment allowing the Alliance to meet the requirements of:
 - ACPO / APP guidance which recommends the use of telematics and recording media in pursuit vehicles and
 - IPCC direction regarding digital recording during firearms operations.
- 1.6. This multi-faceted mobile capability will cost £554,000 in capital, with £45,000 annual revenue costs. Whilst overall negated by the growth of static cameras, the annual revenue costs for mobiles under the new proposals would be an improvement on current arrangements.
- 1.7. Placing ANPR in all response vehicles across the Alliance, i.e. additional 234 vehicles, would cost an additional £1,975,194 in capital and £19,973 in annual revenue. Alongside benefits of growth associated with this new option the anticipated risks to the Organisation which must be fully considered beforehand are:
 - Significant under use of equipment (based on evidence gained through strategic assessment).
 - The existing:

▪ Driver Standards ▪ Driver policy ▪ Vehicle capability/capacity ▪ Pursuit policy All of which have recently been refreshed to take into account ACPO guidance and pertinent health and safety requirements to minimise risk to the Organisation. 1.8. It is the view of the intelligence and operations department that a clear recommendation to broaden ANPR into response vehicles can not be given at this stage. Insufficient work exists to assess the business benefits and risks against such a significant additional investment. 2. Recommendations: 2.1. The costings associated with the ANPR strategy are approved, covering: Full implementation of the static camera site bid which includes • Single BOF and supporting arrangements • ANPR analyst • Continued pro-rata funding of CMPG infrastructure pending any wider strategic work • A full time project manager is funded for the duration of the project life cycle to implementation Implementation of the mobile digital media (including ANPR) which will incorporate all 62 identified OPU vehicles.	
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FINANCIAL COMMENTS 3.1. £3.76m can be added to the capital programme from reserves to fund the development of ANPR across the Alliance. The additional revenue costs of £284,000 can be built in as growth to the 2016/17 revenue budget but will require additional savings. The one off revenue costs can be funded from underspend in year. 3.2. The detailed costings are commercially sensitive, and are set out in the Part 2 report.	
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LEGAL CONSIDERATIONS 9.1 By virtue of schedule 11, paragraph 14 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of commissioner. That includes: entering into contracts and other agreements (whether legally binding or not) and acquiring and disposing of property (including land).	
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Commissioner's website. Any facts and advice that should not be made automatically available on request are not included in Part 1 but instead in the separate Part 2 report.

OFFICER APPROVAL

Chief Executive Officer

Signature *A. dy. Champness* Date *21st April 2015*

RECORD OF DECISION

TITLE: Community Safety Funding
Ref: PCC/D/2015/15

EXECUTIVE SUMMARY

Community Safety Partnerships (CSP) are an instrumental partner in helping the Police and Crime Commissioner deliver shared outcomes. There are currently 5 CSPs operating within West Mercia. CSPs have a statutory responsibility to: reduce crime, tackle anti-social behaviour, reduce the harm caused by substance misuse and to work in partnership to reduce reoffending.

Several of the statutory requirements placed on CSPs are aligned to key objectives set out in the Police and Crime Plan.

In order to facilitate, enable and drive enhanced outcomes the PCC has decided to use funds from the Community Safety budget to provide CSPs with funds designed to support the delivery local projects and initiatives with the aim of reducing crime, tackling ASB, enhancing substance misuse pathways and reducing reoffending.

Each of the 5 CSPs have been required to submit a costed delivery plan to the OPCC setting activity linked to their core funding award, which was based off the Home Office funding formula which looked at local crime, ASB and reoffending and population profiles.

CSPs will work together to reduce the demand against the Police and CJS through proactive and early interventions; diversionary work; and work designed to enhance local provision surrounding services to support offenders in order to address their offending behaviour.

The Office of the PCC has, along with the Deputy Police and Crime Commissioner reviewed the plans submitted by the CSPs, assessing their strengths, weaknesses, opportunities and merits of each proposal. After reviewing the plans, the PCC agreed to provide the CSPs with the following financial awards:

Herefordshire: £145,000
S. Worcestershire: £147,315
N. Worcestershire: £210,950 (lead for Worcestershire on reducing reoffending)
Shropshire: £133,832
Telford and Wrekin: £155,000

Total Funding provided to CSPs to reduce crime, tackle ASB, reduce the harm caused by substance misuse and to reduce reoffending is: £792,097

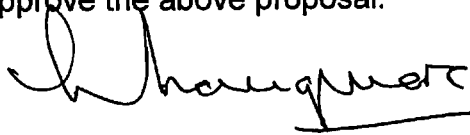
RECOMMENDATION

That the new approach to funding CSPs is trialled as the OPCC develops its commissioning framework.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed

A handwritten signature in black ink, appearing to read 'J. Hargreaves', is written over a horizontal line.

PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. Background

- 1.1 Community Safety Partnerships (CSP) are an instrumental partner in helping the Police and Crime Commissioner deliver shared outcomes. There are currently 5 CSPs operating within West Mercia. CSPs have a statutory responsibility to: reduce crime, tackle anti-social behaviour, reduce the harm caused by substance misuse and to work in partnership to reduce reoffending.
- 1.2 Several of the statutory requirements placed on CSPs are aligned to key objectives set out in the Police and Crime Plan.
- 1.3 In order to facilitate, enable and drive enhanced outcomes the PCC has decided to use funds from the Community Safety budget to provide CSPs with funds designed to support the delivery local projects and initiatives with the aim of reducing crime, tackling ASB, enhancing substance misuse pathways and reducing reoffending.

2. Funding proposals

- 2.1 Each of the 5 CSPs have been required to submit a costed delivery plan to the OPCC setting activity linked to their core funding award, which was based off the Home Office funding formula which looked at local crime, ASB and reoffending and population profiles.
- 2.2 CSPs will work together to reduce the demand against the Police and CJS through proactive and early interventions; diversionary work; and work designed to enhance local provision surrounding services to support offenders in order to address their offending behaviour.
- 2.3 The Office of the PCC has, along with the Deputy Police and Crime Commissioner reviewed the plans submitted by the CSPs, assessing their strengths, weaknesses, opportunities and merits of each proposal. After reviewing the plans, the PCC agreed to provide the CSPs with the following financial awards:

Herefordshire: £145,000
S. Worcestershire: £147,315
N. Worcestershire: £210,950 (lead for Worcestershire on reducing reoffending)
Shropshire: £133,832
Telford and Wrekin: £155,000
- 2.4 Total Funding provided to CSPs to reduce crime, tackle ASB, reduce the harm caused by substance misuse and to reduce reoffending is: £792,097.
- 2.5 Moving forward it is envisaged that CSPs will receive funding through the Community Safety Commissioning Framework.

3. Framework

The proposed grant scheme framework shall be as follows: -

- 3.1 Purpose** - To commission services or award grants, including matched-funding, that secure or contribute to the securing of crime and disorder reduction or support delivery of the West Mercia Police and Crime Plan objectives.
- 3.2 Funding** – The West Mercia Commissioner's Grant Scheme shall distribute funds as may be agreed by the Police and Crime Commissioner or any person acting for him in exercise of delegated powers.
- 3.3 Who Can Apply** – Community Safety Partnerships and statutory Criminal Justice Partners, such as the National Probation Service and the Warwickshire and West Mercia Community Interest Company can apply for funding.
- 3.4 The Offer** – Funding will be awarded only for a specified purpose and subject to a specified financial limit with no commitment to renew, increase or continue funding beyond the limited time period of the award. Applicants should therefore have contingencies for dealing with the cessation of any funding stream offered by this scheme.
- 3.5 The Offer Letter** – If an application is approved a grant offer letter will be sent. The offer letter if accepted by the grantee shall constitute a formal agreement between the Police and Crime Commissioner and the grantee. The offer letter will include the acceptance form, terms and conditions and any monitoring requirements. The acceptance form will need to be completed and returned within the specified period before any funds will be released. If the acceptance form is not returned within the specified period the grant offer shall lapse.
- 3.6 Transparency** – Details of financial awards provided to CSPs will be published on the Commissioner's website in accordance with The Elected Local Policing Bodies (Specified Information) Order 2011. No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

4. Benefits

- 4.1** The new approach will streamline delivery, increase efficiency while reducing bureaucracy.
- 4.2** The new process, which is based on an agreed template, sets out and aligns local priorities to the PCC's priorities and establishes the activity which will be delivered, the cost of that activity, the anticipated outcomes to be delivered, a named senior responsible officer, and progress to made to date.

5. Monitoring

- 5.1** Each of the CSPs will produce a quarterly report outlining progress against the shared outcomes. The quarterly reports will be monitored by the OPCC to ensure outcomes are delivered. When outcomes are not being met, the OPCC will raise exception reports which will go to the Crime Reduction Board which meets quarterly. The Crime Reduction Board is chaired by the DPCC and each of the CSPs is represented on the Board.

5.2 Monitoring reports will be prepared and submitted by each of the 5 CSPs once every six months. Monitoring reports will track expenditure and outcomes.

FINANCIAL COMMENTS

6.1 The Police and Crime Commissioner shall determine at the outset of each financial year an amount, which is available in that financial year for the making of grants to any body or person, through the West Mercia Commissioner's Grant Scheme for any purpose falling within the powers of the Commissioner.

6.2 The Police and Crime Commissioner has established a grant scheme fund of £2 million for 2015/16.

6.3 Each award of grant funding shall be made on a one off basis and will not place the Police and Crime Commissioner under any obligation for further funding.

LEGAL CONSIDERATIONS

7.1 By virtue of section 143 of the Antisocial Behaviour, Policing and Crime Act 2014 the Police and Crime Commissioner may provide or arrange for the provision of services to secure crime and disorder reduction, services to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour, and other services specified by the Secretary of State.

7.2 By virtue of schedule 11, paragraph 14 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of commissioner. That includes: entering into contracts and other agreements (whether legally binding or not) and acquiring and disposing of property (including land).

PUBLIC ACCESS TO INFORMATION

8.1 Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this form will be made available on the West Mercia Commissioner's website.

8.2 Section 3(f) of The Elected Local Policing Bodies (Specified Information) Order 2011 requires that the Police and Crime Commissioner publishes each month, as soon as practicable after the end of the month to which it relates, information as to each crime and disorder reduction grant made by the Commissioner. This is to include the conditions (if any) attached to the grant, the recipient of the grant, the purpose of the grant and the reasons why the body considered that the grant would secure, or contribute to securing, crime and disorder reduction in the area.

OFFICER APPROVAL

Chief Executive Officer

Signature *A. Dy. Campos* Date ...6th May 2015...



RECORD OF DECISION

TITLE: PROPOSED SALE OF FORMER POLICE POST and JOINT INTERVIEW FACILITY: Ref. PCC/D/2015/01

EXECUTIVE SUMMARY

To approve the sale of a former Police Post and Joint Agency Interview Facility at 104 – 106 Spetchley Road, Worcester.

This decision request is accompanied by supporting Part 1 report.

RECOMMENDATION

That subject to contract, an offer for a former Police Post and Joint Agency Interview Facility at 104 – 106 Spetchley Road, Worcester in the sum of £400,000 be accepted and the disposal take place on terms and conditions acceptable to the Head of Estates Services in accordance with the Procedure for the Disposal of Surplus Property within the Alliance Estate.

APPROVAL OF

West Mercia Commissioner

I hereby approve the above recommendation.

Signed

Date 27th January 2015

PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND ADVICE

SUPPORTING REPORT

Introduction

1.1 The ethos behind the rationalisation of the estate announced by the Police and Crime Commissioner in July 2013 was to dispose of surplus properties that will not be required to deliver the new policing model. 106 Spetchley Road was identified as surplus within that announcement. In addition the use of 104 Spetchley Road, as a JAIF ceased after the facility at Bransford went live.

2.0 Background

2.1 Following the delivery of the new policing model and the People Movement Plan and the creation of the facility at Bransford, these properties became available for disposal.

2.2 The properties are a pair of semi-detached houses with garages and parking. See attached plan.

2.3 We are ready now to place the properties on the open market but, following discussions with the County Council, they have made an offer of £400,000 for the pair. This offer is subject to their final internal approvals and subject to planning consent being granted for change of use to a social care facility.

2. LEGAL CONSIDERATIONS

The sale price achieves best value as required under Section 123 of the Local Government Act 1972.

3. FINANCIAL CONSIDERATIONS

The sale of the now vacated Police Station will reduce the annual running costs by £24,640 and accumulated backlog repairs estimated at £26,175.

This offer provides a valuable capital receipt amounting to £400,000 towards the organisations future capital programme, thus reducing borrowing. There will be no agency fee or advertising costs. Legal costs are estimated to be in the region of £750.

PUBLIC ACCESS TO INFORMATION

Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this form will be made available on the West Mercia Commissioner's website. Any facts and advice that should not be made automatically available on request are not included in Part 1 but instead in the separate Part 2 report.

OFFICER APPROVAL

Chief Executive Officer

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the West Mercia Commissioner.

Signature



Date: 27th January 2015

705. 104 and 106 Spatchley Rd. Worcester.

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RECORD OF DECISION

TITLE: PROPOSED PRECEPT FOR 1 APRIL 2015 TO 31 MARCH 2016
Ref: PCC/D/2015/02

EXECUTIVE SUMMARY

To consider the setting of a proposed precept for the financial year 1 April 2015 to 31 March 2016.

The Commissioner is required to present a proposed precept to the Police & Crime Panel by no later than 1 February 2015. The Commissioner is required to act in conformity with the Police & Crime Panels (Precept and Chief Constable Appointments) Regulations 2012.

When setting a budget requirement, the Commissioner must have regard to representations received and any reports of the Police and Crime Panel.

The final precept must be determined by 1 March 2015.

This decision report is accompanied by a Part 1 report. There is no Part 2 report.

PROPOSAL

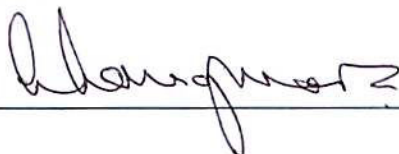
1. The Commissioner is recommended to set a proposed precept increase of 1.99% for 2015/16.

APPROVAL OF

West Mercia Commissioner

I hereby approve the above proposal.

Signed



Date

29.1.15

PART 1 – NON-CONFIDENTIAL REPORT

SUPPORTING PART 1 REPORT

1. INTRODUCTION

- 1.1 The Commissioner is required to issue a proposed precept to the Police & Crime Panel by no later than 1 February 2015. The Commissioner is required to act in conformity with the Police & Crime Panels (Precept and Chief Constable Appointments) Regulations 2012.
- 1.2 In setting a budget requirement, the Commissioner must have regard to views expressed by relevant ratepayers representatives and any reports of the Police and Crime Panel.
- 1.3 The final precept must be determined by 1 March 2015.

2. BACKGROUND

- 2.1 To assist the Commissioner determine a proposed precept level, the Commissioner's Chief Financial Officer has prepared the accompanying Budget report (Appendix 1).
- 2.2 In setting the proposed precept the Commissioner has had regard to public responses and those of ratepayer representatives. These have been summarised (Appendix 2).

3. FINANCIAL COMMENTS

- 3.1 The issue of a proposed precept is a necessary stage in finalising the precept for 2015/16 required to support the Commissioner's budget for the period 1 April 2015 - 31 March 2016.

4. LEGAL CONSIDERATIONS

The process and timetable is governed by statutory requirements and the proposed action is in compliance with those requirements.

PUBLIC ACCESS TO INFORMATION

Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this form will be made available on the West Mercia Commissioner's website. Any facts and advice that should not be made automatically available on request should not be included in Part 1 but instead on the separate Part 2 form. (A Part 2 form is not required in this case).

OFFICER APPROVAL

Chief Executive Officer

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the West Mercia Commissioner.

Signature *Andy Chambers* Date *29.1.15*

**POLICE AND CRIME COMMISSIONER FOR
WEST MERCIA**



RECORD OF DECISION

TITLE: JOINT PROPERTY VEHICLE

Ref: PCC/D/2015/3

EXECUTIVE SUMMARY

Partners have been working together to explore the formation of a public sector owned joint property vehicle (JPV). This has resulted, following a due diligence exercise, in the preparation of a Full Business Case. The Full Business Case has attracted funding and support from central government. The expected benefits are:

- (i) Service transformation opportunities
- (ii) Strategic opportunities in relation to wider regeneration and growth
- (iii) The removal of overlap and duplication under the current structure
- (iv) Reputational benefits including central government support

The Joint Property Vehicle presents a great opportunity to work collaboratively with local public service partners to transform the service we collectively provide.

Because it is a partnership, being part of the JPV will result in less direct and immediate control of the estate function. However, this is made up for by the opportunity to consider the whole public estate so much more holistically. If done properly, partners' inter-dependent functions can be co-located, creating opportunities to think and act differently about the way public services are organised, housed and delivered.

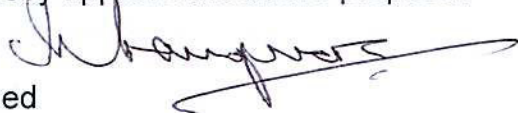
PROPOSAL

This proposal is to approve the Full Business Case for a Joint Property Vehicle (JPV) company with Warwickshire Police and Crime Commissioner and Police and other public sector partners in relation to the provision of property management services.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed



PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. Background Information

- 1.1. In 2013, the concept of exploring the formation of a public sector owned Joint Property Vehicle (JPV) that would bring together a range of partners into a formal arrangement to help drive the better use of public sector assets was approved by the Worcestershire Capital and Asset Partnership (WCAP) attended by Chief Constable David Shaw on behalf of West Mercia Police.
- 1.2. At that time, approval was given to the production of an Outline Business Case (OBC) which would explore the range of options available to deliver such a vehicle and identify the extent of the potential benefits to each of the prospective partners.
- 1.3. The OBC was completed and it set out the various options tested and the overall level of benefits that might be achieved. The level of benefits identified were seen to be worthy of further review and ranged from; reductions in revenue spend on buildings across the potential partnership, the ability to raise substantial capital receipts for the potential partners, and the more strategic benefits of driving regeneration and growth (including inward investment and job creation) across the geography covered by the range of potential partners.
- 1.4. The preferred option for creating a JPV emerged from the OBC work. This was that a public sector owned company, limited by shares, with each potential partner owning an equal share, provided the greatest range of benefits. Given these conclusions, conditional approval for production of a Full Business Case (FBC) was given by The Alliance.
- 1.5. All potential partners approved progression of the work to FBC and it was agreed that the stage would explore in more detail the potential of such a vehicle and test more rigorously the range of benefits identified. In addition the Alliance specifically requested that the following matters were also addressed during the FBC stage of work:
 - Costs and benefits – to be established at partner level, not aggregate as in the OBC.
 - Governance – proposed majority voting approach to be reviewed, specifically for locality review decision making and any changes to future structure/scope of the JPV.
 - Service delivery scope – to be determined at detailed level for police.
- 1.6. This FBC work has now been completed and this report summaries the outcomes of the FBC.

2. The Potential Shareholders

- 2.1. At the time of the OBC, there were 5 other bodies (in addition to Warwickshire and West Mercia Police and Crime Commissioners) who were considering the benefits of becoming a shareholder in the JPV. Unfortunately, one of those, Worcestershire Health and Care NHS Trust, was unable to continue with the work as it became apparent that they could not legally become a shareholder until they achieved Foundation Trust Status (FTS). Whilst the Trust is seeking FTS, this will not be within the same timescales as the potential formation of a JPV and they therefore reluctantly withdrew. They have, however, expressed a continued interest in the work and would consider working closely with the JPV, if the opportunity arises at some point in the future.
- 2.2. Around this time, Herefordshire Council also expressed an interest in exploring the benefits of the JPV, particularly given the obvious overlap in geographical region with some of the partners and it was agreed they should be included in the FBC work. However, Herefordshire Council have subsequently decided not to join the Joint Property Vehicle as a founder member and will now consider alternative options for their property services which include: becoming a customer of the Joint Property Vehicle; joining the JPV in future once it is established and has demonstrated that it represents value for money; and exploring other joint venture or partnership opportunities.
- 2.3. The prospective shareholders are now:
 - Hereford and Worcester Fire and Rescue Service
 - Redditch Borough Council
 - Warwickshire Police and Crime Commissioner
 - West Mercia Police and Crime Commissioner
 - Worcester City Council, and
 - Worcestershire County Council.
- 2.4. Warwickshire County Council were approached to determine whether they would be interested in joining the JPV, although they declined at this stage. As far as we are aware, no other Warwickshire organisations have been approached. The advantage of joining at this stage would have been the opportunity for staff to compete for roles in the JPV. Staff protection for later joiners would be more limited. This is an important consideration if extending the partnership into Warwickshire or Shropshire is considered to be desirable.
- 2.5. It can be seen that this range of shareholders would provide a significant opportunity to drive benefits across a wide geographical area. In particular, the now well established strategy of 'One Town Reviews' (where the public sector comes together in a locality to maximise the benefits to a local community and create the environment where the private sector can invest) offers all shareholders the opportunity to engage with partners (both inside and outside of the JPV) to improve local service delivery, rationalise their property portfolio and hence maximise their own revenue savings.

3. Development of the Full Business Case (FBC)

- 4.1. It was agreed by the partners to form a Programme Team to prepare the work required by the FBC. The Head of Property Services for the Alliance was seconded into the team to act as the Programme Manager. In addition, Worcestershire County Council and Hereford and Worcester Fire and Rescue service also seconded in senior members of staff to act as Project Managers.
- 4.2. The Programme Team formed a number of work groups (twelve in total) to prepare and drive the various sections of work. All partners provided representatives to work in these groups and this has ensured that each partner has had the opportunity to input into the FBC and that work has been documented and validated.
- 4.3. Due to the unique nature of the JPV, the Government Property Unit (GPU) attached to the Cabinet Office, approved the partnership as a pathfinder pilot for the Government's One Public Estate programme. This has provided many benefits including the ability to work closely with the GPU on the development of the FBC. It has also given the work a national profile which has attracted sufficient funding to allow the partners to construct the FBC and allow any approving shareholders to take this work through to a company formation.
- 4.4. The JPV has been developed in-line with the Cabinet Office's 'One Public Estate' Programme and has attracted funding and support from the Department for Communities and Local Government, the Local Government Association, the Cabinet Office and the Home Office in order to develop the concept further. Further funding has also been provided by the West Midlands Regional Improvement and Efficiency Partnership and the Worcestershire Partnership.
- 4.5. This funding has allowed the Partners to progress development of the JPV, including the previously published Strategic Outline Case and the Outline Business Case. It has also funded the programme team in coordinating all of this work, including the production of the FBC. The funding also provides for a significant proportion of the start-up costs, including the work to prepare legal documents, establishing new JPV financial, ICT and HR systems and some of the early management costs up until the transfer of staff into the JPV.

4. The Full Business Case

- 4.1. The Full Business Case was issued on 22 October 2014. The FBC tests the assumptions made in the OBC, utilising the latest up-to-date information provided by all of the partners and runs to many pages.
- 4.2. The services proposed to be delivered by a JPV include:
 - Strategic Asset Management (planning, acquisition and disposal)
 - Asset data management
 - Hard and soft facilities management (i.e. management of planned and reactive property maintenance, catering, cleaning, grounds maintenance and security) - many of the contracts for delivering this work are already placed with contractors in the private sector

- Management of any outsourced services
- Energy Management and the Building Energy Management System (BEMS)
- Management of design and development (design services themselves being outsourced)
- Role of Intelligent Client.

4.3. Detailed service standard templates have been developed to ensure that all of the services the Alliance requires to be delivered are captured by the JPV. These templates are based on the fundamental principle that each partner will receive those services to at least the same standard that they receive now. There will be no reduction in service standards. Standards will be clearly set out in Service Level Agreements (SLAs) for each individual Partner.

4.4. It is envisaged that the service standards may be further developed over time as new and more efficient ways of working are established. These will be developed in conjunction with each Partner and any changes to an SLA would only be by formal agreement.

5. Opportunities and Benefits

5.1. The potential benefits offered by a JPV are wide-ranging and potentially extensive. They include the strategic opportunity to drive such issues as the wider regeneration and growth across the region through to cashable savings from the removal of overlap and duplication in the current structures of the shareholder partners. Many of these are captured in the FBC and the ambition to use the JPV to drive them will be set out in the terms of reference of the JPV and any published business plans developed in the future.

5.2. Whilst the financial savings are summarised in the following section, some of the wider benefits will include:

- Creating opportunities for wider service integration (and the benefits that this will bring to the public service users as well as the financial savings this can drive). An example of this might include helping to facilitate the Connecting Families project already underway in Redditch
- An extension of the 'One Town' or 'One Locality' reviews which seek to identify and deliver enhanced, more integrated 'end to end' services in an area for the benefit of the community, facilitated by the much better use of public sector assets
- Driving regeneration and growth through creating opportunities for private sector investment across the wider region, helping to develop local economies by freeing up underutilised public sector sites for more appropriate and prosperous development. Excellent examples of this already exist in towns such as Bromsgrove and Stourport and many others, including Worcester and Redditch which have the potential to benefit from this approach
- Forming an entity with sufficient scope, experience and critical mass to bring new partners to the table (this is particularly important for those partners who currently have not been able to establish this type of relationship in their own geographical areas)

- Leading the Government's 'One Public Estate' strategy
- An organisation capable of working across the region with Local Enterprise Partnership(s) and other partners to deliver infrastructure and contribute to 'Open for Business'
- Significant reputational benefits, not least of which is Government's recognition and constant reference to our work.

- 5.3. Generally, the scale of benefits can be represented by the diagram below. It shows that the benefits realisation for the JPV will be built on a range of identifiable cashable savings for each partner, including reductions in service costs, contract costs and staffing costs.
- 5.4. At the next layer, it indicates the likely savings to be delivered from the work of the company, in reducing costs of property ownership, by bringing about property rationalisation, co-location and sharing.
- 5.5. These first two layers of benefit will be further enhanced by the ability to facilitate service transformation of front-line services, not just from collocation and sharing, but the opportunity for true service integration flowing from bringing services together. Although there are currently limited examples of where this integration has occurred, where this has happened it has shown that the benefits well outstrip the savings achievable on property alone.
- 5.6. Finally, at the highest level is the ability to help drive the local economy, facilitating regeneration, growth and the creation of jobs by being innovative and proactive in seeking out and creating development opportunities for private sector investment.
- 5.7. The FBC has only taken into consideration savings through level 1 and 2 have been taken into consideration, i.e. identifiable cashable savings for each partner, including reductions in service costs, contract costs and staffing costs and through reducing costs of property ownership, by bringing about property Rationalisation for the Alliance in terms of agreed plans under the Interim Estates Plan.
- 5.8. There have been many and varied discussions that have taken place between OPCC, Estates Services and other public authorities about the potential to share Estates Assets, some of which being genuinely on a basis of the concept of partnership. However, in the main to date partners have tended to take a purely mercenary approach in respect of seeking to utilise existing spare space and offset their own spending on property.
- 5.9. It is accepted that there would be some loss of direct control of the alliance Estates function through participation in the JPV. However, it could be argued that achievement of benefit in the areas of service delivery transformation, regeneration, growth and the creation of jobs require a different approach to the management of the public estate. The JPV would facilitate achievement of such benefit through its ability to look across its various partners in production of a coordinated asset management proposals and also through having resource in place to drive forward the planned locality review work with partners

outside of just the JPV partners.

6. Potential Cash Savings

- 6.1. A JPV finance sub-group has drawn together anticipated budgets, the predicted running costs of the new organisation and the predicted savings for each partner, if all partners agree to proceed. The Alliance has been well represented on this group and have provided significant support in pulling all of the figures together.
- 6.2. The approach taken has been to identify the additionality in terms of benefits and potential savings that the JPV could bring. This approach has been selected as being the most appropriate as plans for savings had already been agreed through the Interim Estates Plan (IEP) and the Alliance blueprint work in respect of the Estates function. Given the above approach the tables at Appendix A set out the agreed Alliance savings position against those proposed as being achievable through the JPV.
- 6.3. It is important to note that the savings already anticipated as being deliverable through the IEP have been assumed as continued for the starting point under the JPV. This is to make sure that true additionality is being considered in respect of the JPV.
- 6.4. All of the savings information shown have been validated through work group members with responsibility for spend authorisation in conjunction with the Alliance finance department. Once again the Treasurer and Director of Enabling Services, as SSG members for the Alliance, are extremely thankful to all of the Alliance work group members for their due diligence and personal contributions in ensuring that this important work has been completed and the information provided is an accurate assessment of the additionality the JPV would bring to the Alliance. This work and the information as set out above, it is proposed, has ensured that this key areas of concern raised by the Alliance in agreeing to move forward to the FBC has been addressed.
- 6.5. A range of potential savings have been identified, including reduced establishment costs (removing overlap and duplication, primarily in management costs), reduced costs of property maintenance (flowing from amalgamation of contracts and offering contractors the opportunity for more effective ways of working) and savings from property running costs through increased purchasing power, etc.
- 6.6. All of these potential savings have been modelled over a 10 year period as set out in the FBC. This suggests the Alliance may realise savings in addition to those already determined through the IEP and Blueprint work over this period of £3.430 million, (£1.012 million for Warwickshire Police and £2.418 million for West Mercia Police). This equates to £0.343 million per year (£0.101 million for Warwickshire Police and £0.242 million for West Mercia Police).
- 6.7. These gross savings are after shared operating costs of the JPV which are described in the Financial Implications section of this report.

7. Legal Structure

7.1. In testing the assumptions previously set out in the Outline Business Case, the Joint Implementation Team procured external advisors who have worked with the legal representatives of the individual partners to help finalise the proposals, which now form part of the FBC. This group tested and confirmed a number of basic assumptions as follows:

- That the new organisation should be established as a Company limited by shares
- That partners would be represented as a Shareholder Group
- That the company should have a separate Board of Directors to whom the JPV management team should report
- That the company should operate to preserve 'Teckal' principles of operation (Teckal was a test case where the principle was established that the procurement of services from a third party supplier may not count as a public services contract, where the Authority is deemed to exert the same controlling influence over the third party organisation as there would be if the services were delivered with and by the Authority)
- That TUPE principles would apply to any transfer of staff
- The specific issues relating to voting raised by the Alliance in agreeing to move forward to FBC.

7.2. The proposed governance will mean:

Each Partner will retain their sovereignty over property they own or lease. This means:

- (a) A property cannot be sold or released without that Partner's agreement
- (b) Any capital receipt from the sale of a property flows back directly to the owning partner
- (c) Any savings in revenue costs associated with releasing a property (including rent, rates, services and energy spend) will flow back to the owner (freehold) or occupying partner(s) (leasehold)
- (d) Any income from an investment portfolio will be retained by the owning Partner. The JPV will act on behalf of the Partner to ensure rent is collected
- (e) A 'One Locality' approach to the use of public sector assets will require each Partner to agree that approach with respect to their own assets.

Each Partner will have a single, equal share in the JPV. This means:

- (f) Each Partner will nominate two Shareholder representatives to sit on the Shareholder Group and attend AGMs
- (g) Each Partner has one nominated Director to sit on the Board of Directors and set the overall direction and drive the company
- (h) Each Partner will have equal say in the One Locality debate
- (i) Each partner will have a single vote if voting is required at the Board (a small number of issues will require a unanimous decision – details to be captured in the Shareholder Agreement & Articles of Association). No vote can override sovereignty of property rights of an owning Partner.

7.3. In agreeing to move forward to FBC the Alliance registered a number of

concerns regarding the proposed one vote per partner majority decision making approach set out in the OBC. The issues have been addressed and the following is a summary of the agreed response which will be incorporated within the Shareholder Agreement and Articles of Association:

- Reserved matters - these are matters which cannot be determined without the unanimous agreement of all shareholders, i.e. By each of the partner authorities, not merely the representatives on the Shareholder AGM:
 - ☐ changing the nature of the business
 - ☐ any major Company financial commitment, including leasing of assets, purchase of premises (freehold or leasehold) or any borrowing commitments
 - ☐ Approval of entry of shareholder partners
 - ☐ Approval and adoption of estates strategy
- Fundamental change to any business model or plan.
- Decision making principles:
 - ☐ Principles of sovereignty of property asset and collaboration are paramount
 - ☐ Where multiple options exist the option with most overall benefit to the taxpayer is preferred (benefit being measured both financially and non financially)
 - ☐ Where multiple options have the same or negligible difference in benefit the option that benefits most individual partners is preferred
 - ☐ Where the above means one or more partners do not gain from a locality based change in assets the partnership agrees not to disadvantage said partner(s)
 - ☐ Decision making will rest on a case by case consideration.

7.4. The above are judged to be reasonable responses to the issues of voting and decision making raised by the Alliance at OBC stage and as such this work and the resolutions as set out above, it is proposed, has ensured that the final key area of concern, raised by the Alliance in agreeing to move forward to the FBC, has been addressed.

7.5. It should be noted that the initial term of membership of the JPV would be 3 years.

FINANCIAL COMMENTS

The set-up costs, leading up to the transfer of employees (assumed for planning purposes to be in April 2015) have been assessed. The majority of these set-up costs will be met by grants received by the project as noted earlier in this report.

Some residual start-up costs may need to be funded by the partners and these have been estimated as follows:

The Alliance will be responsible for its share of any redundancy costs as the JPV moves to a leaner and more efficient operating structure.

The operating costs of the JVP in 2015/16 have been assessed and apportioned to partners in proportion to current establishment budgets. The estimated cost for the Alliance is £0.375 million.

It is estimated the JPV will generate a saving for West Mercia of £2.418m over the next ten years (£2.93m across the Alliance), after taking account of set-up costs to the Alliance. Other set-up costs will be funded from government grants. There is considerable potential for future cost savings from rationalisation of the estate, and further as yet unidentified potential savings from more effective and efficient joint working with partners.

LEGAL CONSIDERATIONS

Under the Police Reform and Social Responsibility Act the PCC owns the police force estate and has the power to make this decision by virtue of the incidental powers under the Act.

PUBLIC ACCESS TO INFORMATION

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OFFICER APPROVAL

Chief Executive Officer

Signature *A. De Champs* Date *28.1.15*

**POLICE AND CRIME COMMISSIONER FOR
WEST MERCIA**



RECORD OF DECISION

TITLE: SETTING THE 2015/16 PRECEPT	Ref: PCC/D/2015/04
EXECUTIVE SUMMARY To consider setting a precept for the financial year 1 April 2015 to 31 March 2016. The Commissioner must set an annual precept in compliance with the Police Reform and Social Responsibility Act 2011 and the Police and Crime Panel (Precept and Chief Constable Appointments) Regulations 2013 made thereunder. The Commissioner has proposed a 1.99% increase in the precept to be set for 2015/16 (previous Decision Record PCC/D/2015/02) which has been considered by the West Mercia Police and Crime Panel and supported by them (response to proposal attached marked 'A'). The Commissioner has had regard to the Budget Report of the Chief Finance Officer (attached marked 'B'). The Commissioner has responded to the Panel by letter dated 12 February 2015 (attached marked 'C'). This decision record is accompanied by a Part 1 report. There is no Part 2 report.	
RECOMMENDATION <i>The Commissioner is recommended to approve:</i> a) A Net Revenue Budget after savings of £204.079m b) £4.045m of budget reserve is used within year to manage reductions c) A net budget requirement of £200.033m e) A Council Tax for a Band D property at £185.90, an increase of 1.99%.	

f) A Council Tax for a Band D property calculated as follows:

	£'m
Budget Requirement	200.033
Less Police Grant	66.729
Less Revenue Support Grant	43.637
Less Council Tax Support Grant	9.200
Less council tax freeze grant:	
2013/14	0.799
2011/12	1.976
Sub Total	77.692
Less: Collection Fund Surplus	1.496
Amount to be raised by Council Tax	76.196
Divided by Aggregate Council Tax Base	£409,866.86
Basic Amount of Council Tax at Band D	£185.90

g) The consequential Council Tax for each property band will be as follows:

Band A (6/9th)	£123.936249
Band B (7/9th)	£144.592291
Band C (8/9th)	£165.248332
Band D	£185.904374
Band E (11/9th)	£227.216457
Band F (13/9th)	£268.528540
Band G (15/9th)	£309.840623
Band H (18/9th)	£371.808748

h) That the Chief Executive to the Office of the Police and Crime Commissioner for West Mercia be authorised to issue Precepts Notices on the West Mercia billing authorities as follows:

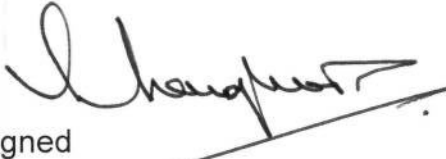
Bromsgrove District Council	£6,489,520.14
Herefordshire Council	£12,241,485.13
Malvern Hills District Council	£5,380,020.53
Redditch Borough Council	£4,619,112.07
Shropshire Council	£19,038,714.19
Telford and Wrekin Council	£8,401,334.70
Worcester City Council	£5,581,407.02
Wychavon District Council	£8,530,086.49
Wyre Forest Council	£5,914,361.75
TOTAL	£76,196,042.02

- i) *The reserve strategy set out in section 6*
- j) *The outline capital budget in section 7*
- k) *All Officers be instructed to exercise tight budgetary control. No over-spending of the aggregate 2015/16 budget will be authorised and caution will be exercised in entering into expenditure which creates additional commitments in future years. The PCC will be kept fully informed of the financial position throughout the year.*
- l) *The prudential indicators at appendix E*
- m) *In approving the budget, the PCC notes the Treasurer's comments in section 8 in respect of the robustness of the budget and the adequacy of reserves.*

APPROVAL OF

West Mercia Commissioner

I hereby approve the above proposal.


Signed _____ Date _____

PART 1 – NON-CONFIDENTIAL OR EXEMPT FACTS AND ADVICE

SUPPORTING PART 1 REPORT

1. INTRODUCTION

- 1.1 The Commissioner is required to set a precept for the West Mercia Police and Crime Commissioner to be levied in 2015/16.

2. BACKGROUND

- 2.1 By virtue of the Police Reform and Social Responsibility Act 2011 and the Police and Crime Panel (Precept and Chief Constable Appointments) regulations 2013 the Commissioner is obliged to issue a Police and Crime Precept for the year commencing 1 April 2015.
- 2.2 The Commissioner recommended a 1.99% increase in precept to the Police and Crime Panel (Decision Record ref. PCC/D/2015/02).
- 2.3 On the 4 February 2015 the Police and Crime Panel met to consider the Commissioner's proposed precept.
- 2.4 On 11 February 2015 the Police and Crime Panel formally published their response to the Commissioner's proposed precept confirming their support for the proposal (attached marked 'A').
- 2.5 The Chief Finance Officer's Budget Report (attached marked 'B') has been considered by the Commissioner
- 2.6 On 12 February 2015 the Commissioner issued a response to the PCP as required by Schedule 5 to the 2011 Act (attached marked 'C')

3. FINANCIAL COMMENTS

- 3.1 Included within the Chief Finance Officer's budget report to the Commissioner (copy attached marked 'B')

4. LEGAL CONSIDERATIONS

The recommendation and the supporting information comply with the statutory requirements attaching to the Police and Crime Commissioner in respect of his precept setting responsibilities.

PUBLIC ACCESS TO INFORMATION

Information in this document is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this Decision Record will be made available on the West Mercia Commissioner's website. Any facts and advice that should not be made automatically available on request should not be included in Part 1 but instead on a separate Part 2 report. (A Part 2 report is not required in this case).

OFFICER APPROVAL**Chief Executive Officer**

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the West Mercia Commissioner.

Signature

Date

POLICE AND CRIME COMMISSIONER FOR
WEST MERCIA



RECORD OF DECISION

TITLE: Grant Scheme

Ref: PCC/D/2015/05

EXECUTIVE SUMMARY

The Grants Scheme was first introduced in 2013 (see PCC/D/2013/09). The first two years of grant funding have achieved many successful outcomes, which have undoubtedly contributed to the low crime levels in West Mercia. The Voluntary and Community Sector has been key. It is important that capacity, a culture and marketplace are built which can meet the needs of communities to keep them safe and reduce any fear of crime. A new grant process will seek to embrace a culture of diverse projects and initiatives, whilst at the same time focusing in on key priorities. For 2015-16 we are seeking develop the scheme. To gain the most value for money key outcomes need to be targeted to reduce crime levels further and enhance support to vulnerable communities to reduce their risk of becoming victims in the future.

RECOMMENDATION

To offer four funding routes in 2015-16 for Third Sector organisations to meet outcomes within the Police and Crime Plan. The 4 routes are:

Bills Fund
*(funding local initiatives up to
£500)*

Tier 1 Grants
*Aligned to Police & Crime Plan
(up to £20,000)*

Tier 2 Grants
*Focusing on specific outcomes
(in excess of £20,000)*

Commissioning
(longer term contracting)

- **Bill's Fund:** Each year the PCC has allocated and distributed £25,000 of his salary for small initiatives within our communities. Further detail of how to apply for this is available through the PCC website.
- **Tier 1 Grants:** This funding stream is designed to capture innovation and smaller pilots, and enable organisations to increase their focus on meeting any of the objectives in the Police and Crime Plan. Applicants will be able to apply for up to £20,000. Organisations may submit more than one application as long as

they are for different initiatives. This grant scheme will be of interest to one off initiatives, pilots for proof of concept, or possibly used for match funding if organisations are applying for a larger allocation of funding from a different source.

This Tier 1 grant will be open from the 1st March and will have a closing date of 17th April. Several Tier 1 grant rounds could be run throughout the 2015/16, details of which will be posted on the website nearer the time.

The application form and process will remain as at present.

- **Tier 2 Grants:** This funding stream is designed to capture specific outcomes that meet identified key priorities throughout West Mercia. The priorities will be published prior to this grant becoming open for applications. Grants in this category exceeding £20,000 will need to demonstrate their alignment to those key priorities.

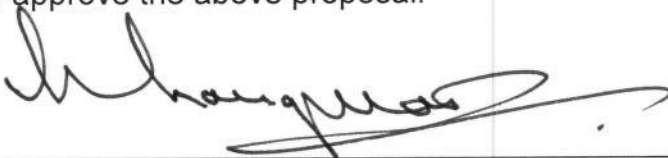
The first two Tier 2 Grant funding rounds for 2015 will be launched officially at the Showcase event, Forward Together in July. Details of these funding priorities will be announced near the time, being published on the PCC website.

- **Commissioning:** There are some projects and outcomes which will need to be commissioned over the coming years. These projects are normally those with larger budget allocations, often those which are tied up in multi-funding arrangements with partner agencies, and those projects which the PCC has a statutory responsibility to provide. Key projects which have been recently commissioned and some which will be commissioned in the future include:
 - Support for Victims of crime
 - Independent Domestic Violence Advisors
 - Independent Sexual Violence Advisors
 - Drug Intervention Programmes

APPROVAL OF West Mercia Police and Crime Commissioner

I hereby approve the above proposal.

Signed



PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. By virtue of section 9 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may make a crime and disorder reduction grant to any person. A crime and disorder reduction grant is a grant which, in the opinion of the Police and Crime commissioner, will secure, or contribute to securing, crime and disorder reduction in the West Mercia area.
2. By virtue of schedule 11, paragraph 14 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of commissioner. That includes: entering into contracts and other agreements (whether legally binding or not) and acquiring and disposing of property (including land).
3. A Police and Crime Commissioner may make a grant subject to any conditions (including conditions as to repayment) that he/she thinks are appropriate.
4. The Police and Crime Commissioner shall determine at the outset of each financial year an amount, which is available in that financial year for the making of grants to any body or person, through the West Mercia Commissioner's Grant Scheme for any purpose falling within the powers of the Commissioner.
5. The proposed grant scheme framework shall be as follows: -
 - 5.1 **Purpose** - To commission services or award grants, including matched-funding, that secure or contribute to the securing of crime and disorder reduction or support delivery of the West Mercia Police and Crime Plan objectives.
 - 5.2 **Funding** – The West Mercia Commissioner's Grant Scheme shall distribute funds as may be agreed by the Police and Crime Commissioner or any person acting for him in exercise of delegated powers.
 - 5.3 **Who Can Apply** – Anyone can apply for funding but non profit making bodies are preferred.
 - 5.4 **The Offer** – Grants will be awarded only for a specified purpose and subject to a specified financial limit with no commitment to renew, increase or continue funding beyond the limited time period of the award. Applicants should therefore have contingencies for dealing with the cessation of any funding stream offered by this scheme.
 - 5.5 **The Offer Letter** – If an application is approved a grant offer letter will be sent. The offer letter if accepted by the grantee shall constitute a formal agreement between the Police and Crime Commissioner and the grantee. The offer letter will include the acceptance form, terms and conditions and any monitoring requirements. The acceptance form will need to be completed and returned within the specified period before any funds will be released. If the acceptance

form is not returned within the specified period the grant offer shall lapse.

5.6 Transparency – Details of the scheme and how to apply will be made available on the Commissioner's website www.westmercia-pcc.gov.uk. Details of grants awarded will be published on the Commissioner's website in accordance with The Elected Local Policing Bodies (Specified Information) Order 2011. No information shall be disclosed if such disclosure would be in breach of the Data Protection Act, or is exempted from disclosure under the Freedom of Information Act.

FINANCIAL COMMENTS

6.1 The Police and Crime Commissioner shall determine at the outset of each financial year an amount, which is available in that financial year for the making of grants to any body or person, through the West Mercia Commissioner's Grant Scheme for any purpose falling within the powers of the Commissioner.

6.2 The Police and Crime Commissioner has established a grant scheme fund of £2 million for 2015/16.

6.3 Each award of grant funding shall be made on a one off basis and will not place the Police and Crime Commissioner under any obligation for further funding.

LEGAL CONSIDERATIONS

7.1 By virtue of section 143 of the Antisocial Behaviour, Policing and Crime Act 2014 the Police and Crime Commissioner may provide or arrange for the provision of services to secure crime and disorder reduction, services to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour, and other services specified by the Secretary of State.

7.2 By virtue of schedule 11, paragraph 14 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of commissioner. That includes: entering into contracts and other agreements (whether legally binding or not) and acquiring and disposing of property (including land).

PUBLIC ACCESS TO INFORMATION

8.1 Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this form will be made available on the West Mercia Commissioner's website.

8.2 Section 3(f) of The Elected Local Policing Bodies (Specified Information) Order 2011 requires that the Police and Crime Commissioner publishes each month, as

soon as practicable after the end of the month to which it relates, information as to each crime and disorder reduction grant made by the Commissioner. This is to include the conditions (if any) attached to the grant, the recipient of the grant, the purpose of the grant and the reasons why the body considered that the grant would secure, or contribute to securing, crime and disorder reduction in the area.

OFFICER APPROVAL

Chief Executive Officer

Signature Date

**POLICE AND CRIME COMMISSIONER FOR
WEST MERCIA**



RECORD OF DECISION

TITLE: Creation of Inside Products Ltd
Ref: PCC/D/2015/06

EXECUTIVE SUMMARY

The creation of an independent 'arms length' for more than personal profit enterprise would create purposeful activity for current offenders, create better employment opportunities for ex-offenders and create profits for reinvestment in reducing reoffending. The creation of this enterprise requires a formally established partnership between the office of the West Mercia Police and Crime Commissioner and four HMP establishments.

The enterprise *Inside Products Ltd* is being established to reduce reoffending by:

- Providing enterprise activity, skills and practical experience for offenders serving sentence with HMPs
- Creating post release employment opportunities within the social enterprise and contract partners
- Generating profits to re-invest and support ex-offenders into employment

RECOMMENDATION

To create an independent company limited by guarantee to generate profit from products made by prisoners to be reinvested in rehabilitative activities.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed

PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1.1 Inside Products Ltd is a social enterprise that will provide high quality manufacturing services to business across West Mercia and the wider Midlands geography. Establishing a reputation for competitively priced, on time delivery with added social value for its partners.

1.2 The business is to be set up to:

- Meet the market needs of manufacturing businesses in the Midlands
- Provide enterprise and skills based practical activity for offenders
- Better utilise the manufacturing capacity and facilities within HMPs
- Generate profits for the purpose of reducing reoffending

2. Governance

2.1 The business will be a Community Interest Company (CIC) limited by guarantee.

2.2 The methods of distribution of any profits for the purpose of reducing reoffending will be set out and formally established as part of the governance arrangements.

2.3 The Board of Directors is made up of the Police and Crime Commissioner and two representatives of the prisons who will hold voting positions. In addition, the beneficiaries will be represented through three co-opted Board Members, as will other strategically important members. Co-opted members will act in an advisory capacity. The Chair and other honorary positions (Secretary and Treasurer) will be elected at the first meeting of the Board when the Articles of Association are adopted. None of these Directorships or honorary positions will be remunerated.

2.4 The Manager will report on performance to the Board of Directors, who will provide strategic guidance and direction. The Chair of the Board will provide supervisory structure for the Manager.

3. Business Risks

3.1 The most pressing business risks are:

- Unknown market – An options appraisal has been developed after significant consultation and feasibility work with the relevant stakeholders but without extensive testing on the size of the potential market. However it is recognised both that the geographic area in which the business is set to operate has a high concentration of manufacturing businesses and this has been identified as an area of growth/focus in many of the West Midlands Local Enterprise Partnerships Strategic plans. The existing workload and current contracts which are being achieved without the support of a dedicated and co-ordinated resource show there is considerable capacity and opportunity to grow this service.
- New partnership of providers – the partnership is new and will have some forming and operational differences to get past. However, the partnership is

made up of committed stakeholders all who all share a mutual objective to reduce reoffending. Additional industry sector expertise or business focus will be recruited through the creation of an appropriately skilled board.

- Investment will be required for the operational base
- The market has some competitors within the private sector but there is no other recognised equivalent to the service which is being proposed other than the NOMS service One3One. It is important to note that their focus is on national contracts rather than regionally focused and that our service will differ in its specific sourcing of manufacturing contracts. It is also important to note there is significantly more capacity within the HMP West Mercia prisons and potential demand than is met at present. The partnership has engaged with One3One through the feasibility study to develop a consultative approach to developing this new enterprise and it is recommended that this communication is managed and maintained as the enterprise proposal develops to explore any opportunities to work together and to minimise any potential conflicts over the demand on capacity. We would recommend that a service level agreement is created and committed to by each of the HMP partners and this in turn can be used to inform individual prison relationships with One3One.
- One3One operate under defined Code of Conduct which governs their working practices, competitive advantage and responses. It is anticipated that the enterprise that is to be established operates in accordance with this Code of Conduct wherever it is reasonably practicable to do so

4. Opportunities

4.1 Whilst there are some risks there are also significant opportunities for the enterprise to succeed. These include:

- The manufacturing market is growing with a resurgence in the West Midlands of our industry heritage
- Austerity measures are creating a greater awareness amongst potential contractors items.
- The Public Services (Social Value) Act 2013 requires all organisations spending public money on services over the OJEU threshold to consider the social and environmental value of the services they procure.
- The Act is currently under Government Review led by Lord Young it unusually has cross party support and there may be recommendations to further strengthen the Act. However particularly within the West Midlands there are many examples of the intentions of the Act being applied beyond the statute as the public purse looks to add value and mitigate some of the effects of austerity.
- 66% of all customers in the UK would prefer to buy environmentally or socially responsibly given a choice of products or services of equable price
- Corporate Social Responsibility is moving beyond tokenism and being solely restricted to fundraising or volunteering. Increasingly private business is exercising its social conscience. Business are looking for Sustainable CSR opportunities and those working within the arena of public contracts will need to demonstrate their 'social value' in order to continue to win business
- All 3 of the current public prisons within the West Mercia area plus one

outside it have been consulted and are potential partners within the business.

- Significant investment and funding opportunities available for the development of large scale social enterprises.
- The establishment of a social enterprise which develops the skills of current serving offenders to enable them to be better equipped to find work post release and which reinvests profits with the purpose of reducing reoffending delivers outcomes defined within both the national Transforming Rehabilitation agenda and the West Mercia Police and Crime Commissioners local strategic plan.

5. Operational issues

5.1 The creation of the proposed manufacturing service is entirely predicated upon three fundamental principles:

1. The use and development of current and future prison manufacturing facilities
2. The use of offender population as the supplied workforce
3. The designated single point of contact for manufacturing and contract management within each individual prison site

5.2 Remuneration of the offender workforce is an important consideration as contracts cannot be offered at a subsidised rate based upon the allowed 'cost' of the labour as this would effectively undercut the market. The difference between market value of the personnel required by each contract and the actual payments made to offenders working on production will need to be ring fenced and addressed as part of the investing in reducing reoffending purpose.

5.3 The business will need to establish an operating location which due to security and IT restrictions, it is not envisaged this would be within the secure Prison environment. It is important however that the location is geographically accessible and the most cost effective solution would be to secure a hosted desk within a partner organisation or organisation with a shared community of benefit.

5.4 The business once established will take out appropriate insurances to cover trading and employment liabilities.

5.5 The company will appoint solicitors, accountants and auditors appropriate to its operational needs. As with HR and other staff, the Partners may be in a position to provide some of this support whilst ensuring there is no conflict or pecuniary interest.

5.6 The company will be governed by UK law and the CIC regulator.

5.7 No significant asset investment is required to start up the enterprise the main costs will be the salaries and expenses of the employed personnel however the following provision will need to be funded to ensure the business can operate effectively:

1. Design and creation of website
2. Landline and Mobile phone x 1
3. Business cards and stationery

4. 2 x IT Hardware (1 x static, 1 x mobile location) and printer

5. Marketing Brochure

6. Marketing and exhibition budget

5.8 The business will focus on securing contracts for delivery in the following areas:

- Engineering
- Re – manufacturing
- Component assembly and light electrical
- Pick and pack
- Printing

It is important to remain focussed in the early stages of the business development. However, in a natural cycle of business planning it may diversify its services and product base in the future.

5.9 The majority of materials needed for the business are currently available within the HMP estate. Additional tools and equipment that might be needed will have a long lifespan and will need to be considered on a contract by contract basis.

5.10 Options to pay for these additional tools and materials are:

- Cost within the price of the contract (or across several as part of overheads)
- Provided on loan by supplier and then returned
- Provided by the prison completing the work with any asset remaining on site and wholly owned by individual HMP
- Approach One3One for funding and usage
- Consider grant application to fund

5.11 All expenditure will be purchased from appropriate suppliers based on identifying the best value for the product of price versus quality and longevity and in addition consideration for the social and environmental value.

5.12 All contracts will be reviewed on a yearly basis considering best value aspects.

6. Marketing

6.1 The primary differentiator and Unique Selling Point (USP) is the social purpose of reducing reoffending whilst servicing the manufacturing needs of the West Midlands.

6.2 Focusing on the quality, competitive price and on time delivery will be key if the enterprise is to compete within the market. The USP of the organisation needs to be clear and simple:

- Skilling offenders to meet the essential needs of the growing manufacturing market
- Reducing reoffending through the creation of manufacturing based jobs for ex-offenders
- Reinvesting profits to reduce reoffending

6.3 The marketing strategy primarily relates to the services provided and secondly reinforces the USP.

6.4 The brand strategy will be determined by the nature and composition of the business partnership going forward. Given the USP, the brand must speak to the target market: manufacturing and engineering businesses).

6.5 A consumer facing brand which is clear and proud of its roots and relationship within the justice sector is considered to be a fundamental part of the positioning of this new business, It is recommended therefore that the name and branding of the business is tested across a small but representative listening group to inform final decision making.

6.6 Marketing reach within partner organisations will be a valuable resource to the business in its start-up and launch phase.

7. Future developments

7.1 The business operation needs to reach sufficient scale to become profitable whilst meeting the social objectives it has been established namely reducing reoffending. It will be important to evidence this impact and to share this impact through all marketing challenges.

7.2 The enterprise has the opportunity either to replicate by Police and Crime Commissioner area or to expand through the inclusion of other HMP Public Prisons into the business model.

7.3 In addition, once a manufacturing social enterprise has been established there is a natural progression to developing an online catalogue followed by a retail (concessionary) space.

7.4 At some point in the future it might be of value to consider the creation of a subsidiary Charitable Incorporated Organisation (CIO) Foundation (which will attract some additional costs to establish and manage). The Foundation would be funded through the business profits and provide the focus for managing the reinvestment of profits to reduce reoffending

FINANCIAL COMMENTS

8.1 As this business is a start-up enterprise there is a requirement to achieve capital investment to launch the service. This could be in the form of an interest- free loan from the Police and Crime Commissioner Commissioning Fund otherwise potential investors / funders would need to be identified.

8.2 The value of the start-up requirement will be below the £150k appetite for social investors and as the business would require an unsecured loan, potential options for investment may be explored with The Key Fund or local CDFI providers, however such repayable finance would of course require additional interest repayment.

LEGAL CONSIDERATIONS

- 9.1 By virtue of section 143 of the Antisocial Behaviour, Policing and Crime Act 2014 the Police and Crime Commissioner may provide or arrange for the provision of services to secure crime and disorder reduction, services to help victims or witnesses of, or other persons affected by, offences and anti-social behaviour, and other services specified by the Secretary of State.
- 9.2 By virtue of schedule 11, paragraph 14 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of commissioner. That includes: entering into contracts and other agreements (whether legally binding or not) and acquiring and disposing of property (including land).

PUBLIC ACCESS TO INFORMATION

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- 10.2 Section 3(f) of The Elected Local Policing Bodies (Specified Information) Order 2011 requires that the Police and Crime Commissioner publishes each month, as soon as practicable after the end of the month to which it relates, information as to each crime and disorder reduction grant made by the Commissioner. This is to include the conditions (if any) attached to the grant, the recipient of the grant, the purpose of the grant and the reasons why the body considered that the grant would secure, or contribute to securing, crime and disorder reduction in the area.

OFFICER APPROVAL

Chief Executive Officer

Signature *Andy Champness* Date ..19th February 2015.....



RECORD OF DECISION

TITLE: PROPOSED SALE OF FORMER POLICE STATION: Ref. PCC/D/2015/08

EXECUTIVE SUMMARY

To approve the sale of a former Police Station at Leamington Road, Broadway, Worcestershire.

This decision request is accompanied by supporting Part 1 report.

RECOMMENDATION

That subject to contract, an offer for a former Police Station at Leamington Road, Broadway, Worcestershire in the sum of £261,000 be accepted and the disposal take place on terms and conditions acceptable to the Head of Estates Services in accordance with the Procedure for the Disposal of Surplus Property within the Alliance Estate.

APPROVAL OF

West Mercia Commissioner

I hereby approve the above recommendation.


Signed

Date 3rd March 2015

PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND ADVICE

SUPPORTING REPORT

Introduction

- 1.1 The ethos behind the rationalisation of the estate announced by the Police and Crime Commissioner in July 2013 was to dispose of surplus properties that will not be required to deliver the new policing model. Broadway Police Station was identified as surplus within that announcement.

2.0 Background

- 2.1 Following the delivery of the new policing model and the People Movement Plan, this property became available for disposal.
- 2.2 The property is a purpose built single storey Police office that is set back from the junction of Leamington Road and High Street, Broadway. Broadway Library is adjacent and to the north of the property whilst three residential properties are adjacent to the west. The property is freehold and also comprises a single garage located north west of the property and forms part of a terrace of two adjoining garages that are owned by two residents. See attached title plan.
- 2.3 Halls Commercial commenced marketing the property during late December 2014. A marketing board was erected fronting the property and a structured marketing campaign including direct mailing, advertising in local press and Property based websites. The property was marketed inviting offers in excess of £150,000. There has been very strong interest received from parties and since January 2015 Halls Commercial conducted five separate block viewings with interested parties.
- 2.4 As a result Halls Commercial received seventeen offers. Offers were made on an unconditional basis and not reliant on external funding. The unconditional cash offer of £261,000 was the highest. Halls Commercial has been provided with proof of cash funding from the prospective purchaser and we are advised that sufficient funds are in place to complete the transaction.

2. LEGAL CONSIDERATIONS

The sale price achieves best value as required under Section 123 of the Local Government Act 1972.

3. FINANCIAL CONSIDERATIONS

- 3.1 The sale of the now vacated police station will reduce the annual running costs by £11,149 and accumulated backlog repairs estimated at £500.
- 3.2 This offer provides a valuable capital receipt amounting to £261,000 towards the organisations future capital programme, thus reducing borrowing. Halls Commercial fee for this transaction is expected to be £2,600. Legal costs are estimated to be in the region of £750

PUBLIC ACCESS TO INFORMATION

Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Part 1 of this form will be made available on the West Mercia Commissioner's website. Any facts and advice that should not be made automatically available on request are not included in Part 1 but instead in the separate Part 2 report.

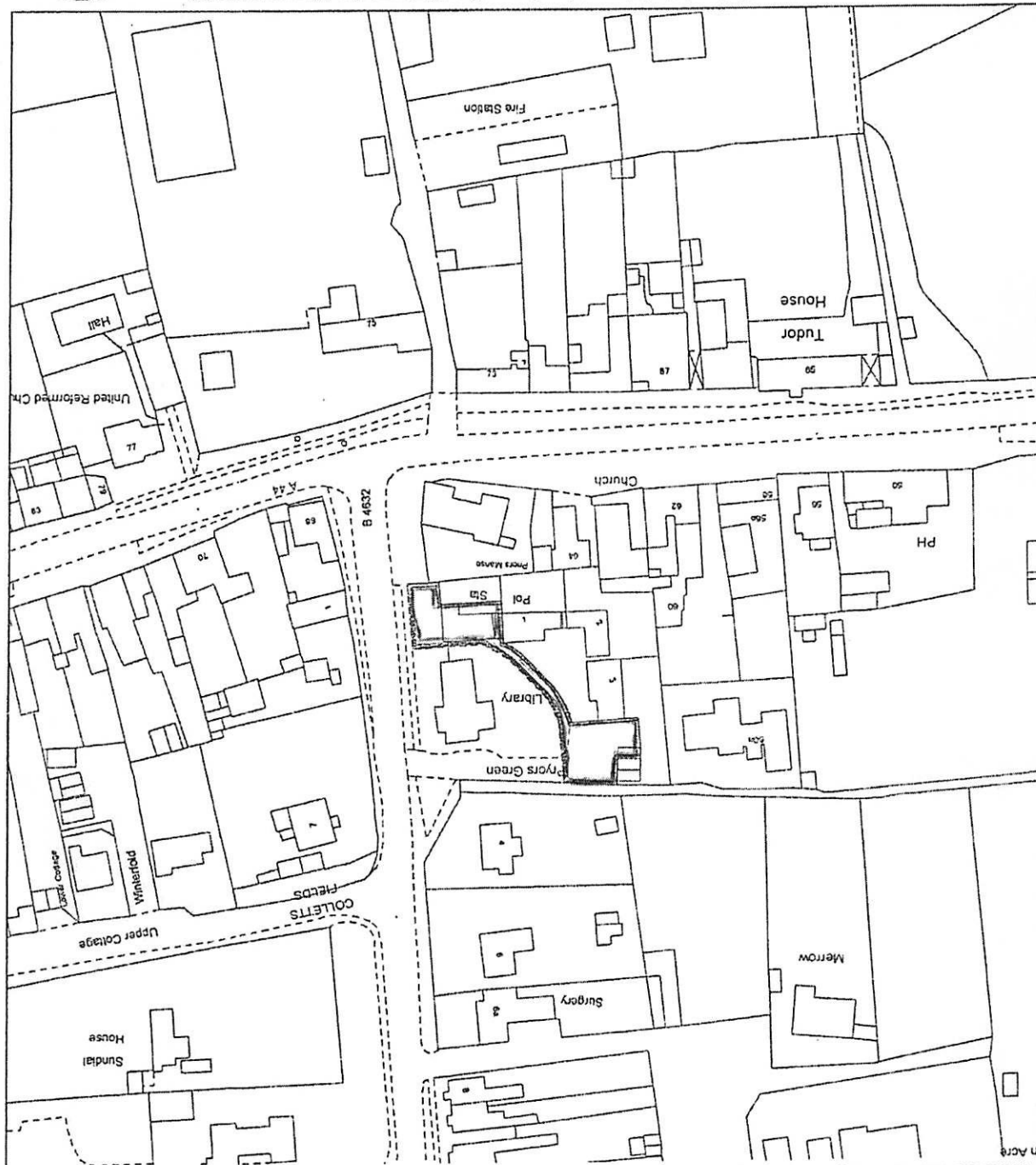
OFFICER APPROVAL

Chief Executive Officer

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the West Mercia Commissioner.

Signature 

Date: 3rd March 2015



ORDNANCE SURVEY MAP REFERENCE: SP9337NE
 SCALE 1:1250
 TITLE NUMBER W90679
 WORCESTERSHIRE : WYCHAVON
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This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - Title Plans.
 This official copy shows the state of the title plan on 17 December 2004 at 12:18:53. It may be subject to distortions in scale. Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
 Issued on 17 December 2004.
 This title is dealt with by the Coventry District Land Registry.



RECORD OF DECISION

TITLE: ATHENA implementation
Ref: PCC/D/2015/10

EXECUTIVE SUMMARY

ATHENA is a combined system that creates a workflow through lean thinking to link the process management of four of the most demanding business areas in terms of cost, complexity and harm. The four ATHENA modules deliver the following processes:

- Intelligence processing
- Investigation and the management of vulnerability
- Custody
- The management of case procedures, linked to the CPS and courts.

The ATHENA system is at the leading edge of process management, recycling POLE data (People, Objects, Location and Events) to provide efficient workflows. This reduces bureaucracy and increases officers' available capacity or discretionary time. The main aim of ATHENA is to reduce data entry, reduce failure demand and to broaden the availability and accessibility of intelligence.

ATHENA supports partnership working by sharing data with partners in a single work flow. It will impact upon every single operational business area and each directorate in Warwickshire Police and West Mercia Police. The ATHENA system is one of a few commercial options that will align with the future design of the OCC, the future Enterprise Architecture and the wider force change programme. It replaces three existing systems which are at the end of their working lives, and two of which will not be Public Service Network (PSN) compliant. ATHENA meets the system requirements and access management requirements of the PSN.

RECOMMENDATION

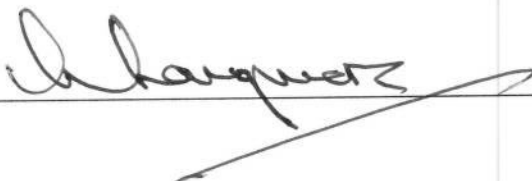
To

1. Join the Athena Management Organisation (AMO) Consortium.
2. Sign up to the ATHENA framework agreement.
3. Agree that a call off contract will be signed for ATHENA using the current framework
4. Fund the costs required to implement ATHENA by March 2016.
5. Require approval by AGG for any variation from the AMO approved specification.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed



PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. Background

- 1.1 The ATHENA system has been under review for a significant period of time, in excess of three years. A number of business cases have been submitted to consider a procurement decision. Previous decisions have been affected by –
 - Delays in the commercial delivery of ATHENA (by Northgate).
 - A lack of clarity in benefits realisation.
 - Uncertainty about our future model, therefore would ATHENA support that model.
- 1.2 ATHENA is a combined system that creates a workflow through "lean" thinking to link the process management of four of our most demanding business areas (processes) in terms of cost, complexity and harm. The four ATHENA modules deliver the following processes:
 - Intelligence processing (*replacing GENIE*)
 - Investigation and the management of vulnerability (*replacing CRIMES*)
 - Custody (*replacing NSPIS*)
 - The management of case procedures, linked to the CPS and courts (*replacing NSPIS*).
- 1.3 The ATHENA system is at the leading edge of process management, recycling POLE data (People, Objects, Location and Events) to provide efficient workflows. This reduces bureaucracy and increases officers "available capacity" or discretionary time. The main aim of ATHENA is to reduce data entry, reduce failure demand and to broaden the availability and accessibility of intelligence.
- 1.4 ATHENA supports partnership working by sharing data with partners in a single work flow. ATHENA has a number of partnership interfaces with key agencies e.g. The Courts and LIBRA.
- 1.5 The ATHENA system will impact upon every single operational business area and each directorate in Warwickshire Police and West Mercia Police. The ATHENA system is one of a few commercial options that will align with the future design of the OCC, the future Enterprise Architecture, the paper on the Modern Workspace and the wider force change programme.
- 1.6 The combination of ATHENA and the future OCC design will deliver the headlined themes coming out of the StraDA demand work.
- 1.7 The ATHENA system has passed user compliance testing and successfully passed go live operationally in Essex on the 1st of April 2015.
- 1.8 The legacy systems of NSPIS, CRIMES and GENIE are at the end of their working lives. The CRIMES and GENIE systems are not PSN compliant. ATHENA meets the system requirements and access management requirements of the PSN (Public Service Network).

2. Investigation

- 2.1 A team of staff with specialist skills and knowledge were tasked to undertake work to evaluate the issues associated with the implementation of ATHENA. The result of this initial assessment of ATHENA is that we can now make more informed decisions regarding the implementation of the system. In particular we now have much greater understanding of the:
- legal position regarding the framework and a go-live date (March 2016),
 - capital and revenue costs associated with go live,
 - high-level cashable and non-cashable benefits,
 - implementation interdependencies including HR interface, Back Records Conversion and Identify Access Management.
- 2.2 Subject matter experts with current system experience were tasked with assessing each of the modules listed below.
- Intelligence processing (*replacing GENIE*)
 - Investigation and the management of vulnerability (*replacing CRIMES*)
 - Custody (*replacing NSPIS*)
 - The management of case procedures, linked to the CPS and courts (*replacing NSPIS*).
- 2.3 The assessment of ATHENA has been bench marked against the current alliance systems with the support of business analysts. The practitioners have reported that the system appears to be an improvement on the current position and business analysts have identified efficiency gains. However, some functionality of the current systems will be lost. However, there are opportunities to regain and improve this position after go-live. These losses are –
- Stop and search (spatial and temporal mapping)
 - This is currently under review by the AMO. The AMO and Northgate are seeking to review the Warwickshire Police and West Mercia Police solutions.
 - Step – Warrants and Proactive Tasking Management
 - ATHENA has some functionality although this is not tested and will require a detailed evaluation. Commercial solutions are available and further research is required with the ATHENA forces to secure a solution that is already interfaced with ATHENA.
 - Threat to Life Management – This is identical to the issues related to Step.
 - Risk Management Plans (RMPs)
 - The future management of RMPs is likely to be undertaken in ATHENA through the investigation function.

It is noted that replacing these capabilities are complex. This business case includes running the Genie and CRIMES system in parallel to ATHENA for up to 18 months to maintain this functionality.

3. Summary of Findings

- 3.1 ATHENA is a powerful tool. ATHENA as a stand alone entity is effective; when considered as the sum of the parts, it is an important part of our ability

to manage and use information to keep people safe from harm. It is a combined workflow that utilises "lean" thinking to link the process management of four of our most demanding business areas in terms of cost, complexity and harm

- 3.2 The ATHENA system is at the leading edge of process management, recycling POLE data (People, Objects, Location and Events) to provide efficient workflows.
- 3.3 The implementation of ATHENA is consistent with the future OCC design.
- 3.4 The combination of ATHENA with ICT Enterprise Architecture and Work Space Modernisation initiatives will provide frontline police officers with access to the information they need to make more informed decisions to protect the public from harm.

4. Strategic issues for discussion

- 4.1 A framework agreement sets out the terms and conditions that will apply if the parties agree to enter into a contract for specific services. Where it is signed up to there is usually no obligation to pay until the specific service is 'called off'. A 'call off' agreement is the specific contract for services which creates an obligation to pay once signed.
- 4.2 Specialist legal advice was sought in relation to the Athena Model, Framework Agreement and Call off agreement. This was because the current framework agreement ends in December 2015 and the Athena Board needed assurance that using the services towards the end of the life of the framework agreement did not contravene or distort the competition rules. This was especially relevant because the call off period being proposed in order to maintain the service was for a period of 10 years.
- 4.3 The advice received was that signing up to the framework agreement and the call off agreement appeared to be a low and acceptable level of commercial risk provided we could justify the following;
- The services being proposed were fit for purpose and the business need.
 - A genuine effort was being made to undertake preparation for the new system which was beyond just minor preparatory activity. It should be noted that provisional planning work is already in progress.
 - A structured timeline exists that evidences an early decision to use the services.
 - That there was determined activity to implement the system to the programme timeline of March 2016.
 - That there was clear justification for a 10 year call off agreement as opposed to a shorter period.
- 4.4 The length of the call off agreement is for 10 years and it is noted that the Official Journal of the European Community (OJEU) Contract Notice made reference to the possibility of this from the outset. Also the quote from the AMO and Northgate is based on the length of contract and any deviation from this will inevitably result in an increase in costs. Whilst the length of contract may seem long it needs to be considered in the context of;
- the number of member forces that use ATHENA on the current terms,

- How long it might take to embed the new systems and further
- That the system development costs are shared.

4.5 The assessment of the implementation tasks provides a proposed go-live date of 7th of March 2016. The AMO have reviewed the draft implementation timeline and have noted that it is ambitious but agree it is achievable if resources are available.

4.6 ATHENA has been purchased by forces through the AMO. The same product under the commercial name (Connect) has been purchased through two separate competitive procurement exercises by Lancashire, South Yorkshire and Humberside Police.

5. Costs and Benefits

5.1 The initial scoping of ATHENA indicates significant savings in processes and efficiencies; work is in progress to evaluate sample process transaction times. A limited number of indicative savings have been included to evidence that ATHENA will return a realised net saving. There is potential for the savings to significantly increase when a detailed evaluation is completed.

5.2 The implementation of ATHENA will require significant investment. In addition to a team to implement ATHENA, we will require resources for back record conversion of existing data, identity access management and training. A detailed summary of change costs is included in the Part 2 report.

5.3 The investment in ATHENA will allow us to reduce costs in a number of business areas resulting in a guaranteed ongoing net saving from 2018/19 onwards. It is anticipated that once the system is implemented this figure will rise significantly. It is proposed that a post implementation review is carried out to ensure that all possible benefits are realised – over and above those outlined in the Part 2 report.

5.4 In addition to the cashable savings outlined in the Part 2 report, a number of non-cashable efficiencies will also be released as a result of the system implementation.

6. Implications

6.1 In forming the recommendations in this paper three options were considered –

1. Do nothing.
2. Go to market and procure a new system through a competitive process.
3. Procure ATHENA from the AMO framework.

Options 1 & 2 were discounted as unviable.

6.2 The anticipated costs and savings associated with the implementation of ATHENA are included in the Part 2 report.

6.3 The current Capital Programme provides funding of £2m for this project. Therefore there is a shortfall that will need to be funded.

6.4 Additional revenue funding will be required in 2015/16 and 2016/17 and it is recommended that this is funded from the Invest to Save reserve.

6.5 Significant research has been undertaken and advice provides a clear decision route for the implementation of ATHENA from the AMO framework (See above). A delay in signing the contract will result in a new competitive procurement process.

6.6 The resources who are reviewing ATHENA, ESMCP, PSN and the OCC are the same teams under a single strategic lead. The evaluation of the operational impacts of an implementation of ATHENA in parallel with the implementation of the above OCC changes and the new Incident Resolution Capability creates a significant risk. It is not recommended that ATHENA and wider OCC change programmes run in parallel.

6.7 The MTFP savings in the OCC are predicted on a workflow similar to ATHENA. To implement a new work flow after or during the OCC implementation will affect the MTFP predictions.

7. Risk Management

7.1 West Mercia Police operates desk top IT through CITRIX. CITRIX is a challenging platform for system integration. The speed and efficiency of ATHENA is yet to be tested on the CITRIX platform. ATHENA requires live testing on the current CITRIX and mobile IT platforms.

7.2 The removal of CRIMES and GENIE creates a gap in a number of processes that are not delivered through ATHENA. This is not a gap in ATHENA; the two systems have been expanded beyond core delivery in crime and intelligence management. As a consequence, this business case allows for the CRIMES, GENIE and ATHENA systems to be run in parallel for a defined period of time. The business case will be cautiously costed against an 18 month period.

7.3 Athena does not interface with command and control. This is currently under AMO review through an approved Police Innovation Fund Bid. A future interface will allow further cashable savings in the OCC once POLE data can transfer directly from command and control to ATHENA. This is also an interdependent requirement for Customer Relationship Management. There will be costs associated with developing this interface.

7.4 The functionality of ATHENA will not improve the access, usage or staff perception of the existing Tetra Tabs. It is noted that the future IT programme upgrades this system. Implementation of ATHENA adds for evidence base to replace Tetra Tabs with a product to enhance functionality with a suitable device.

7.5 ATHENA does not support the current level of stop search functionality of our current systems.

7.6 ATHENA does not have S163 Traffic Act or other street based processes; future Home Office requirements of the Best Use of Stop Search.

8. Equality and Diversity

8.1 ATHENA has been subject of Equality Impact Assessments through development.

9. Conclusions

9.1 To implement ATHENA from the AMO using the current framework with business go-live in March 2016 is consistent with Alliance strategic objectives.

9.2 It will enable the progress of work to implement the OCC and StraDA outcomes.

9.3 The implementation plan is ambitious but, is achievable with the allocation of scalable and resources and if the contract is signed in late April or early May.

9.4 Advantages

- The system is effective and will make significant savings.
- Identified cashable and opportunity savings are included.
- This supports the OCC TOM.
- We have time to embed our processes prior to wider and more innovative organisational change is initiated.
- This timeline does not clash with the OCC timeline, thus staggering our change for ATHENA and the OCC.

9.5 Disadvantages

- Benefits have not been proven in the live environment.
- The work and timeline is realistic but demanding.
- This will require a surge in change activity.

9.6 Risks

- The procurement decision could be challenged but, the risk is low.
- That an unforeseen issue occurs, this is most likely to be a partner or IT issue.
- We have a time imperative that means a decision has to be made if we are to utilise the AMO framework.
- The activity to implement ATHENA needs to commence in early May 2015 to achieve an ambitious implementation plan for March 2016.
- The high level benefits of ATHENA are made out, they require further evaluation.
- ATHENA is an excellent tool, more for its future functionality as a package than its initial implementation benefits.

10. Recommendation(s)

10.1 To:

Join the AMO Consortium.

Agree that a call off contract will be signed for ATHENA using the current framework

Fund the costs required to implement ATHENA in March 2016

Require AGG approval for any variation from the AMO approved specification

10.2 The signing of the contract is conditional on clearly understanding what the Alliance is responsible for in terms of the ICT technical system and network requirements and what Northgate is responsible for.

FINANCIAL COMMENTS

- 8.1 The detailed costings are commercially sensitive, but the conclusions are as set out above and in the Part 2 report.

LEGAL CONSIDERATIONS

- 9.1 By virtue of schedule 11, paragraph 14 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of commissioner. That includes: entering into contracts and other agreements (whether legally binding or not) and acquiring and disposing of property (including land).

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OFFICER APPROVAL

Chief Executive Officer

Signature *A. de la Chapelle* Date *14th April 2015*

RECORD OF DECISION

TITLE: Prevention Innovation Funding
Ref: PCC/D/2015/11

EXECUTIVE SUMMARY

The Police and Crime Commissioners are seeking to promote innovation in reducing crime and preventing harm.

The Chief Superintendents for Local Policing are authorised to determine applications for up to £30k per Local Policing area to be used within 2015-16. Quarterly reports are required on awards and progress to the Police and Crime Commissioner and Chief Constable for each Local Policing area.

This is to be funded from revenue arising from the 2015 precept rise.

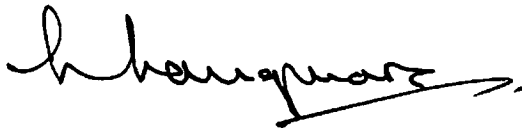
RECOMMENDATION

To adopt the policy and procedure set out in this paper.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed



PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. Background

The Police and Crime Commissioners are seeking to promote innovation in reducing crime and preventing harm.

2. Proposal

The Chief Superintendents for Local Policing could be authorised to determine applications for up to £30k per Local Policing area to be used within 2015-16. Quarterly reports would be required on awards and progress to the Police and Crime Commissioner and Chief Constable for each Local Policing area.

The outcomes sought must reduce crime or prevent harm, and they must support the objectives of the relevant Police and Crime Plan. There is particular emphasis on working in partnership to realise these objectives. The monies may not be used for overtime or for increasing the number of established posts.

The format below is to be used and should not be longer than 1 side of A4 when completed.

Local Policing Area:
Current position:
Outcome(s) sought:
Activity proposed:
Key milestones:
Contribution sought:

3. Recommendation

That Police and Crime Commissioners adopt the policy and procedure set out above.

FINANCIAL COMMENTS

This is to be funded from revenue arising from the 2015 precept rise.

LEGAL CONSIDERATIONS

The recommendation and supporting information comply with the statutory requirements attaching to the Police and Crime Commissioner.

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OFFICER APPROVAL

Chief Executive Officer

Signature *Andy Chapman* Date *30.4.15*

RECORD OF DECISION

TITLE: Underwriting of Compensation Orders made to Police Officers and Staff
Ref: PCC/D/2015/12

EXECUTIVE SUMMARY

Police officers and staff put themselves at risk in the execution of their duties. They are sometimes injured or suffer damage to personal items during their work. If such injury or loss results in an award of Compensation by a Court, that compensation can sometimes take a long time to be paid to the officer or member of staff by the offender through the courts, leaving the officer or member of staff out of pocket.

Where no compensation has been received within three months of the court date, application could be made to the Police and Crime Commissioner who can authorise payment of the compensation amount awarded by a court to officers and staff, and the recipient will then relinquish their claim to the compensation in favour of the Police and Crime Commissioner..

The Police and Crime Commissioner must be reimbursed should the money be subsequently received by the original compensatee from the court.

This scheme will take effect for any Order for compensation awarded on or after 1st April 2015.

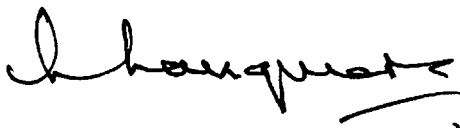
RECOMMENDATION

To adopt the policy and procedure set out in this paper.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed



PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. Background

Police officers and staff put themselves at risk in the execution of their duties. They are sometimes injured or suffer damage to personal items during their work. If such injury or loss results in an award of Compensation by a Court, that compensation can sometimes take a long time to be paid to the officer or member of staff by the offender through the courts, leaving the officer or member of staff out of pocket. If payments are being made in small instalments it can act as an unwelcome reminder of the incident, stalling closure. In rare cases this is used by the offender to deliberately annoy the officer or member of staff further.

2. Proposal

Offenders should pay, and the Police Fund should not subsidise or cover for offenders who have been considered as able to pay. However, Police and Crime Commissioners can authorise payment of the compensation amount awarded by a court to officers and staff, and the recipient can relinquish their claim to the compensation in favour of the Police and Crime Commissioner. The impact on the Police Fund is cost-neutral. The impact on officers and staff is that they are recompensed and able to move on from the incident more quickly than the current system provides for.

Compensatees can reassign their payments to another party. This happens particularly to insurance companies after they have paid out.

In appropriate cases where no compensation has been received within three months of the court date, application could be made to the Police and Crime Commissioner via Headquarters Finance Department, using an "Application For Payment of Compensation Awarded at Court" Form which would be available on the intranet.

Whilst in theory the initiative would be cost neutral, there would need to be a limit in order to ensure cash flows can be managed and any potential loss to the Police Fund through failure to collect by HMCTS minimised. Up to £1000 in any one case is suggested.

In order to minimise the work involved, applications should not be approved by the Police and Crime Commissioner until three months have elapsed from the date of the Compensation Order (not the incident). This will allow the courts reasonable opportunity to collect and pay the compensation.

The Police and Crime Commissioner must be reimbursed should the money be subsequently received by the original compensatee from the court.

This scheme could take effect for any Order for compensation awarded on or after 1st April 2015.

It should be noted this is not an insurance policy or benevolent fund. This proposal enables officers and staff who have been injured or suffered damage to personal property to be recompensed within a reasonable period from the point of award, with

the Police and Crime Commissioner taking the burden of waiting for payment.

A simple form has been prepared which operates as both application to the Police and Crime Commissioner for approval, and subject to that approval, notification to the courts for the Police and Crime Commissioner to receive the monies paid by the offender.

3. Recommendation

That Police and Crime Commissioners adopt the policy and procedure set out above.

FINANCIAL COMMENTS

The scheme should be cost neutral to the Police and Crime Commissioner as any awards made should be reimbursed by payments of the compensation from HMCTS.

LEGAL CONSIDERATIONS

The recommendation and supporting information comply with the statutory requirements attaching to the Police and Crime Commissioner.

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OFFICER APPROVAL

Chief Executive Officer

Signature *Andy Chapman* Date *30.4.15*

RECORD OF DECISION

TITLE: Centralisation of Forensic Services
Ref: PCC/D/2015/12

EXECUTIVE SUMMARY

On 17th May 2012, the Alliance Chief Officer Group agreed to fully align Warwickshire and West Mercia Forensic Services. The ethos of centralisation continues to be sound and will provide a fit for purpose and future proofed accommodation which addresses best practice and ISO accreditation needs. It will enable the implementation of the Forensics Blueprint and provide for greater efficiencies and release of estate.

This paper requests release of capital funding in order to enable the alignment, as agreed, of the Forensic Services units (Identification, Imaging and Forensic Submissions) at Southam and Bedworth, to the Forensic Services accommodation at Hindlip. Build work would commence in 2015/16 and be prioritised by forensic unit to ensure a smooth transition and reduce risk to service delivery.

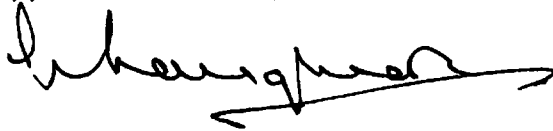
RECOMMENDATION

To approve **£1.542m** of capital funding to centralise Forensic Services (Identification, Imaging and Forensic Submissions) to the Forensic Services site at Hindlip.

**APPROVAL OF
West Mercia Police and Crime Commissioner**

I hereby approve the above proposal.

Signed



PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND FIGURES

SUPPORTING REPORT

1. Background

The centralisation of Forensic Services was agreed under the alliance blueprint. This requires the alignment of a number of duplicate teams across the alliance into a single Forensic Services provision at Hindlip, namely:

- Identification (which comprises of Fingerprint Bureau, DNA, Footwear Unit, Chemical Development Lab, other biometric functions and forensic hit management) and Imaging from Southam.
- Forensic Submissions from Bedworth. Bedworth will however remain as one of the four SOCO hubs.

This requires capital investment and this paper requests that the capital money is formally approved.

2. Staff Implications

The proposed changes directly impact on staff at Southam and Bedworth. Staff are fully aware of the implications around centralisation and need to prioritise business areas due to accreditation requirements. Agreement on the funding proposals will enable managers to give all affected staff more certainty regarding the proposed changes. The necessary management of change issues will be progressed more quickly and benefits of centralisation realised earlier. An Estates Plan has been drafted.

3. Financial Implications

The centralisation of Forensics (Identification, Imaging and Forensic Submissions) is included on the Estates Capital Projects Plan. This is based on a reconfiguration of current dedicated forensic estate, although the precise cost depends on the individual forensic unit requirements. This projected cost is not yet on the published Capital Programme. On approval, a full feasibility study will be required including detailed costings and timeframes for implementation. Once the feasibility study has been approved the project will progress into the Capital Programme. At this point a decision on how the costs are shared needs to be made. Estate costs are non-pooled, however this would be the first material investment in the estate of one force that benefits the alliance, therefore the 69:31 model would need to be assessed to see if this is an appropriate way to split the costs. Each PCC will need to identify how this project would be funded. Estates have indicated that the work can be carried out during 2015/16.

The centralisation of Forensic Services to Hindlip will allow Southam to be sold and a capital receipt will be generated in Warwickshire. The SNT based at Southam have already vacated the building. The closure of Southam also generates ongoing revenue savings. The closure of Southam isn't in the existing estates strategy so this receipt has not already been factored into existing capital financing plans.

At this time, the consultation process for the Southam and Bedworth staff has not been completed and it is not possible to determine the exact numbers who will opt to transfer. It is understood that a small number will not move. Redundancy and

relocation mileage costs are not therefore available at this time.

FINANCIAL COMMENTS

- 3.1. £1.542m can be added to the capital programme from reserves.
- 3.2. The estimated costs are commercially sensitive, and are set out in the Part 2 report.

LEGAL CONSIDERATIONS

- 9.1 By virtue of schedule 11, paragraph 14 of the Police Reform and Social Responsibility Act 2011 the Police and Crime Commissioner may do anything which is calculated to facilitate, or is conducive or incidental to, the exercise of the functions of commissioner. That includes: entering into contracts and other agreements (whether legally binding or not) and acquiring and disposing of property (including land).

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OFFICER APPROVAL

Chief Executive Officer

Signature ... *Adey Chapman* Date ... *30.4.15*



RECORD OF DECISION

TITLE: PROPOSED SALE OF FORMER POLICE STATION: Ref. PCC/D/2015/09

EXECUTIVE SUMMARY

To approve the sale of a former Police Station at Alcester Road, Wythall, Worcestershire.

This decision request is accompanied by supporting Part 1 report.

RECOMMENDATION

That subject to contract, an offer for a former Police Station at Alcester Road, Wythall, Worcestershire in the sum of £410,000 be accepted and the disposal take place on terms and conditions acceptable to the Head of Estates Services in accordance with the Procedure for the Disposal of Surplus Property within the Alliance Estate.

APPROVAL OF

West Mercia Commissioner

I hereby approve the above recommendation.

Signed

Date 20th March 2015

PART 1 – NON-CONFIDENTIAL/EXEMPT FACTS AND ADVICE

SUPPORTING REPORT

Introduction

- 1.1 The ethos behind the rationalisation of the estate announced by the Police and Crime Commissioner in July 2013 was to dispose of surplus properties that will not be required to deliver the new policing model. Wythall Police Station was identified as surplus within that announcement.

2.0 Background

- 2.1 Following the delivery of the new policing model and the People Movement Plan, this property became available for disposal.
- 2.2 The freehold property comprises a detached brick built two storey building sited on a plot of approximately 0.25 acre with frontage and vehicular access via the Alcester Road. There are four car parking spaces to the front of the building and additional car parking at the rear. See attached title plan.
- 2.3 Commercial Property Consultants Harris Lamb commenced marketing the property during December 2014. A marketing board was erected fronting the property and a structured marketing campaign including direct mailing, advertising in local press and Property based websites. The property was marketed at £395,000. There has been strong interest received from parties and Harris Lamb conducted several block viewings with interested parties.
- 2.4 As a result Harris Lamb received four offers. Offers ranged between £248,000 and £410,000 with the majority made on an unconditional basis and not reliant on external funding. The offer for which we are seeking approval from the Police and Crime Commissioner is the unconditional cash offer of £410,000, this being the highest. Harris Lamb has been provided with proof of cash funding from the prospective purchaser and we are advised that sufficient funds are in place to complete the transaction..

2. LEGAL CONSIDERATIONS

The sale price achieves best value as required under Section 123 of the Local Government Act 1972.

3. FINANCIAL CONSIDERATIONS

- 3.1 The sale of the now vacated police station will reduce the annual running costs by £25,757 and accumulated backlog repairs estimated at £1,250.
- 3.3 This offer provides a valuable capital receipt amounting to £410,000 towards the organisations future capital programme, thus reducing borrowing. Harris Lamb's fee including marketing costs for this transaction is expected to be £5,000. Legal costs are estimated to be in the region of £850.

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OFFICER APPROVAL

Chief Executive Officer

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the West Mercia Commissioner.

Signature 

Date: 20th March 2015