

your ref:
our ref:
please ask for: Janet Wardell
direct line: 01234 842066
date: 10 February 2009

TO: MEMBERS OF THE POLICE AUTHORITY

Dear Member

POLICE AUTHORITY AGENDA – 13 FEBRUARY 2009

Please find attached the following items which were marked 'to follow' on the Agenda pages.

- (a) Section 23 Agreements – Item 10 (c)
- (b) Minutes of the Meeting of the Performance Committee – Item 14

Yours sincerely

Janet Wardell
Members Support Services Manager

Scientific Services



Meeting	Full Police Authority
Date	Bedfordshire – 13 th February 2009 Hertfordshire – 20 th February 2009
TITLE	Scientific Services Collaboration Update Paper
SUBMITTED BY	Chief Superintendent Steve Ottaway Programme Director Joint Bedfordshire and Hertfordshire Collaboration Programme
PURPOSE	For agreement
SUGGESTED RESOLUTION	That members note the progress in respect of the business case and approve the formal Section 23 agreement in order to allow the creation of a Joint Scientific Services Unit for Bedfordshire and Hertfordshire.
BACKGROUND PAPERS	Business case – previously considered by Bedfordshire – 18 th November 2008 Hertfordshire – 21 st November 2008

1. Purpose

1.1 To provide an update on progress against the business case for the creation of a Joint Scientific Services Unit for Bedfordshire and Hertfordshire that was given in principle approval in November 2008. The in-principle support was subject to review prior to approval of a formal Section 23 agreement to ensure there had been no significant amendment to the business case.

1.2 To provide confirmation that no significant amendment has been necessary to the business case.

1.3 To seek approval to the Section 23 agreement in order to allow the Unit to be formed with effect from 1st April 2009.

2. Background

The original business case approved outlined a proposal for the Scientific Services functions for Bedfordshire and Hertfordshire to co-join into a single unit. In the first phase a single management team would be formed and the chemical laboratory functions would be co-located at Welwyn Garden City delivering ongoing annual efficiencies of circa £185k. Once in place the management team would identify further opportunities for joint working with a target of £300k of annual efficiencies to be delivered as phase 2 from April 2010.

The following sections seek to update members of progress against the business case and to introduce the Section 23 agreement that has been drafted to allow the co-joined Unit to be introduced.

3. Progress since business case presented in November

3.1 Staffing

The designated Head of Unit Dick Johnson, former Head of Scientific Services in Bedfordshire, took up post on 1st December 2008 and he is leading on implementation, supported by the Collaboration programme team. The rest of his management team have been appointed on a temporary basis to end of March 2009 in order that they can assist with implementation. All are current employees of one or other of the Forces and would revert to their previous posts should formal approval for the joint Unit not be given. They are:

Doug Bain, Head of Operations
Glen Cochrane, Head of Technical Services
Simon Marshall, Head of Identification

Temporary Superintendent Bill Jephson continues to lead on Scientific Services for Hertfordshire and is also supporting the implementation.

Consultation with the staff affected did not identify any counter proposals and the Bedfordshire chemical laboratory post is now vacant so there are no redeployment or redundancy issues. Plans are in place to recruit staff to the vacant post in the new unit to support the intended go-live date of 1st April 2009.

3.2 Accommodation

There have been no accommodation issues in respect of the management team however some minor works in respect of the chemical laboratory are required. The plans for this work have been developed and will be implemented should formal approval of the collaboration be given.

3.3 Set-up costs

As a result of no staff re-locating from Kempston to Welwyn Garden City there are no staff related set-up costs (anticipated as £15k in the business case) as recruitment costs would have been incurred to fill the vacant post irrespective of collaboration.

The accommodation/equipment related set-up costs have been revisited and now stand at £25k which is greater than in the original business case however the total set-up costs remain as per the business case. The increase is due to the need for adaptations to the Chemical laboratory that have to be completed by specialist contractors.

3.4 Finance

The projected ongoing annual efficiencies from April 2009, should the collaborative effort be approved, were originally forecast as circa £119k. At that time more work was required to understand the way in which high cost consumables (such as DNA) were managed and therefore how costs should be properly allocated. As a result of this work the revised saving forecast for the first year is circa £185k.

Allocation of the costs of running the new unit will be based on demand (60% Hertfordshire to 40% Bedfordshire) with the exception of high cost consumables (such as DNA) which would

be controlled separately at least for the first 12 months. This means that Bedfordshire will make an efficiency saving of £112k and Hertfordshire an efficiency saving of £73k.

Work has already begun to identify how the efficiency target of £300k for phase 2 can be met from April 2010. Obviously further work is required to confirm these plans and identify further efficiencies. These future efficiencies and the review of budget management in respect of high cost consumables will be managed by the Management Board and reported to Police Authorities via the process set out in the attached draft Section 23 agreement.

3.5 Processes

Work is ongoing by the new management team and staff to develop the processes necessary to support phase 1 of the business case. This includes alignment of IT systems and operating procedures in respect of the laboratory. Similar work will be carried out to identify and support the proposed efficiencies under phase 2.

3.6 Benefits

The establishment of a Scientific Services unit will produce a number of operational and financial benefits (both cashable and non cashable) benefits. The benefits will include:

- Improved use of specialist equipment and reduced future spend on such items,
- Increased resilience across the two Forces to deal with major incidents, peak demands and staff absences without adversely impacting on forensic contribution to detection of volume and major crime,
- An ability to identify further operational and contractual efficiencies not possible without a Joint Management Team.

4. Section 23 Agreement

The attached Section 23 agreement has been developed in conjunction the two Chief Executives, building on the experience of the Major Crime Unit and has been discussed at the Bedfordshire and Hertfordshire Police Authorities' Joint Collaboration Working

Group and amendments made in light of the comments of that Group.

5. Conclusion

The business case as presented in November has been further developed and tested as a result of which there have been no significant amendments. There is every confidence that the co-joined unit will deliver the required level of service alongside immediate efficiencies of £185k with additional efficiencies of £300k from April 2010.

6. Recommendation

That members approve the Section 23 agreement to allow the creation of a joint Scientific Services Unit for Bedfordshire Police and Hertfordshire Constabulary from 1st April 2009.

7. Associated Papers

Attached is the Section 23 agreement for consideration.

Author: Chief Superintendent Steve Ottaway
Programme Director
Joint Bedfordshire and Hertfordshire Collaboration Programme
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Bedfordshire & Hertfordshire Joint Collaboration Team



HERTFORDSHIRE
CONSTABULARY

Section 23 Agreement

Bedfordshire & Hertfordshire Joint Scientific Services

(Governance & Collective Collateral Agreement)

CONTENTS

1. TITLE OF COMBINED UNIT	4
2. TYPE OF AGREEMENT	4
3. LENGTH OF AGREEMENT.....	4
4. REVIEW OF AGREEMENT	4
5. TERMINATION OF AGREEMENT	4
6. VARIATION OF AGREEMENT.....	4
7. CONSEQUENCES OF THE DISSOLUTION OF THE CONSORTIUM.....	5
8. TERMINATION BY MUTUAL AGREEMENT	5
9. OWNERSHIP OF ASSETS.....	5
10. POLICE OFFICERS & POLICE STAFF	5
11. CHIEF CONSTABLES DIRECTION AND CONTROL.....	5
12. EMPLOYERS LIABILITY.....	6
13. MANAGEMENT OF THE ARRANGEMENT.....	6
14. THE BOARD (TERMS OF REFERENCE).....	6
15. OPERATIONAL REVIEW & SERVICE DELIVERY MANAGEMENT	7
16. SHARING OF COSTS/SAVINGS	7
17. PREMISES.....	8
18. LIABILITIES.....	8

19. DETERMINATION OF DISPUTES AND ARBITRATION8

20. SUPPORT FOR JOINT SCIENTIFIC SERVICES UNIT.....8

21. AUDIT AND RISK MANAGEMENT8

22. COLLECTIVE COLLATERAL AGREEMENT9

23. APPENDIX A10

APPENDIX B11

APPENDIX C12

DRAFT

INTRODUCTION

This agreement is made on 20th February 2009 in respect of the Scientific Services capability between Bedfordshire and Hertfordshire Police Authorities and the Chief Constables. ('The Consortium Members')

The Agreement of police authorities is a legal requirement for any collaboration between forces. Section 23(1) of the Police Act 1996 states:

"If it appears to the chief officers of police of two or more police forces that any police functions can more efficiently and effectively be discharged by members of those forces acting jointly, they may with the approval of the police authorities which maintain those forces, make an agreement for that purpose."

In such a case any expenditure incurred would be borne by the Consortium Members in the proportions which they agree (23(2)).

The Consortium Members have agreed to enter into this consortium for the purpose of providing an effective Scientific Services capability for the counties of Bedfordshire and Hertfordshire.

1. TITLE OF COMBINED UNIT

The Scientific Services Consortium for Bedfordshire and Hertfordshire will be known as the Bedfordshire and Hertfordshire Scientific Services Unit (B&HSSU)

2. TYPE OF AGREEMENT

This Consortium is based upon the joint Scientific Services Unit capability between Bedfordshire and Hertfordshire delivering the remit shown at Appendix A.

3. LENGTH OF AGREEMENT

The Consortium shall come into force on 1st April 2009 and shall be effective until 31st March 2012 ("the initial term") unless determined in accordance with this agreement. After the initial term, it shall continue unless determined in accordance with the terms of this agreement.

4. REVIEW OF AGREEMENT

This agreement shall be reviewed by 31st March 2011(the "initial review") and at least annually by the end of the calendar year thereafter, or earlier by agreement of the Consortium Members.

5. TERMINATION OF AGREEMENT

Following the initial review, this agreement may be terminated on no less than 365 days notice given on any day by either of the Consortium Members to expire no earlier than 31st March 2012.

6. VARIATION OF AGREEMENT

This agreement may be varied with the consensus of the Consortium Members.

7. CONSEQUENCES OF THE DISSOLUTION OF THE CONSORTIUM

A Consortium Member withdrawing from this Agreement shall be liable:

- 7.1.** To honour its share of any contractual obligations entered into as part of this agreement prior to the end of the notice period; and
- 7.2.** For all other contributions due from it to the other Consortium Member in respect of this agreement prior to and during the notice period.

8. TERMINATION BY MUTUAL AGREEMENT

Notwithstanding the provisions of clauses 4 and 5, this Agreement may be terminated by the mutual agreement of the Consortium Members. The Consortium Members shall oversee the realisation and distribution of the Consortium assets following such a termination.

9. OWNERSHIP OF ASSETS

Legal title to all vehicles, equipment and premises operated or used by the Consortium shall remain with the respective Consortium Members. Asset registers will be provided by the Consortium Members on the day before they join as a record for use if the arrangement were to be dissolved.

New equipment over the value of £10,000 acquired on or after the start date will be purchased by Bedfordshire on behalf of the combined unit and recorded in an asset register. On dissolution of the agreement the value of these assets will be distributed in accordance with clause 16.

10. POLICE OFFICERS & POLICE STAFF

Police officers and police staff shall continue as employees and sworn constables of the original Consortium Member irrespective of their place of work. Their pay, welfare, pensions, terms & conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of that Consortium Member. The Consortium Members will agree a common approach to working practices and will introduce and publicise them as appropriate. The full direct costs associated with the officers and staff shall form part of this agreement.

All complaints against officers and staff from the B&HSSU will be dealt with in accordance with appropriate regulations, legislation and the Consortium Members' policies.

11. CHIEF CONSTABLES DIRECTION AND CONTROL

For any incident or operation involving the Joint Scientific Services Unit undertaken within Bedfordshire, the Chief Constable of Bedfordshire Police will have direction and control over all Bedfordshire and Hertfordshire officers and staff deployed to that incident or operation.

For any incident or operation involving the Joint Scientific Services Unit undertaken within Hertfordshire, the Chief Constable of Hertfordshire Constabulary will have direction and control over all Bedfordshire and Hertfordshire officers and staff deployed to that incident or operation.

There will be no transfer of liability for the health and safety or conduct of staff arising from this operational activity as part of this agreement.

Any liability from non-operational health and safety is with the Force in which the incident occurred.

Any claim for vicarious liability will remain with the employing Force.

12. EMPLOYERS LIABILITY

Each Consortium Member will remain liable in accordance with the law for the acts and omissions of its own police officers and police staff. Each Consortium Member will seek to minimise the likelihood of a claim occurring and will also assist the other Consortium Member in the defence of any such claim.

13. MANAGEMENT OF THE ARRANGEMENT

The affairs, business and decision making of the Consortium shall be managed by a joint Operational Board (the Board). The strategic governance of the Consortium will be managed jointly by the Police Authorities via the Joint Collaboration Working Group.

All decisions of the Board and the Joint Collaboration Working Group shall be taken by unanimous agreement. The Board and the Joint Collaboration Working Group shall ensure that a written record is taken of all decisions made. The Board shall meet at least biannually in October and May. The Joint Collaboration Working Group will receive reports at least biannually in December and July.

In the interest of efficiency the Board shall manage all the collaborate ventures that fall under the Protected Services domain and will be made up of the following with each Consortium Member having one seat for each representative only:

ACPO Officer responsible for Protective Services,
Head of Finance,
Head of Human Resources,
Detective Chief Superintendent – Head of Crime Management in Hertfordshire,
Chief Superintendent – Head of Protective Services in Bedfordshire, and
Any other Chief Superintendent/Superintendent or police staff equivalent with responsibility for the delivery of a collaborated function that fits in the Protective Services domain – in this instance Scientific Services.

The Board will be chaired each year on rotation by the ACPO officer responsible for Protective Services from one of the Consortium Member Forces.

14. THE BOARD *(terms of reference)*

The Board will be responsible for the strategic operational direction of the Joint Scientific Services Unit and in particular for recommending approval of the annual budget to respective police authorities, staffing requirements, benefits realisation and value for money from service delivery. It will also recommend the award of contracts where the most economically advantageous tender is not acceptable.

The Board will be responsible for the approval of business plans and proposals for future activities.

The Board will hold the Head of the Joint Scientific Services Unit accountable for the delivery of the core service, its financial performance and service delivery.

The Board will provide reports and recommendations in respect of future budgets to the Police Authorities via the Joint Collaboration Working Group detailing how it has delivered its

core service and managed its finances. In particular it will report on the realisation of the business benefits outlined in the original business case. Individual Police Authorities will receive specific performance reports through their own Authority's routine performance scrutiny regimes. A reporting framework is provided at Appendix B.

In order to map in with the other planning and budget setting cycles the Board will meet in May (at which time performance and benefit realisation from the previous year will be reviewed) and October (at which time year-to-date performance and budgetary requirements for the next year will be reviewed and identified). These reviews will inform the review of the agreement in clause 4.

15. OPERATIONAL REVIEW & SERVICE DELIVERY MANAGEMENT

An Operational Review (OR) meeting involving the respective ACPO officers responsible for Protective Services and the Head of the Joint Scientific Services Unit will be held quarterly and by exception when necessary.

A Management Group (MG) will manage the day-to-day service delivery in accordance with the strategic objectives of the Board.

The MG will consist of the Head of the Joint Scientific Services Unit, the Detective Chief Superintendent – Head of Crime Management in Hertfordshire and the Chief Superintendent – Head of Protective Services in Bedfordshire.

The MG will meet monthly and will be chaired on an alternating basis by the two Chief Superintendents.

16. SHARING OF COSTS/SAVINGS

Subject to Clause 18, all costs/savings with exception of forensic and DNA costs, up to an overspend of 5% of the annual budget of the combined unit for the respective financial year, will be shared on the following proportions with invoices being raised as agreed appropriate by the respective Heads of Finance:

Pay and General Costs

Hertfordshire 60%
Bedfordshire 40%

In the event that the Joint Scientific Services Unit pay and general costs budget overspend exceeds 5% then additional contributions will be made on the basis of actual Scientific Services Unit activity levels for that financial year, as agreed by the Board.

Forensics and DNA

All costs to be controlled separately for each Force with under and over spends to be dealt with separately (subject to review after the first 12 months).

These proportions will be reviewed on an annual basis by the Policy Board through updating the rolling average of demand data with a more fundamental review taking place on a triennial basis.

In the event that the Joint Scientific Services Unit budget underspends in a financial year the virement rules laid out in the Financial Regulations of Bedfordshire Police Authority, as the finance lead, will apply.

17. PREMISES

The combined unit will be based at a range of premises across Bedfordshire and Hertfordshire with each Force meeting their own costs in respect of those premises.

18. LIABILITIES

Each Consortium Member shall indemnify the other Consortium Member against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings incurred, or brought as a result of its negligence or breach of its obligations under this agreement.

19. DETERMINATION OF DISPUTES AND ARBITRATION

Any disputes arising from the day to day management of the Consortium shall initially be referred to the Board. If the Board cannot resolve the dispute within eight weeks, it shall be referred to the respective Chief Constables who shall endeavour to resolve the matter by unanimous agreement. Failing such agreement within eight weeks of the dispute being referred to Chief Constables, the Chairs of the Police Authorities will be engaged to work with the Chief Constables to find agreement. The decision of the Chairs and Chiefs shall be final and binding

20. SUPPORT FOR JOINT SCIENTIFIC SERVICES UNIT

Finance

Bedfordshire will provide financial support to the Joint Scientific Services Unit including the compilation of financial information, budget monitoring, forecasting and the production of the accounts for the collaboration in accordance with FRS9.

Legal

All civil/insurance claims will be the responsibility of the home Force of the employee or asset for which the claim relates.

Legal advice not falling into the above category will be provided by the Hertfordshire Legal Services Department.

Logistics

The administration and logistics for the Joint Scientific Services Unit will be undertaken jointly by the two forces with the main elements being undertaken by Bedfordshire.

Human Resources

Hertfordshire will provide the first point of contact for HR advice to the Head of Joint Scientific Services Unit with all other services being undertaken by the officers/staff home Force.

The full detail of the support will be subject to a Service Level Agreement separate to this Agreement.

21. AUDIT AND RISK MANAGEMENT

Both Consortium Members produce risk based internal audit plans. The risks relating to the Joint Scientific Services Unit will feed into both Consortium Members' risk registers. An internal audit can be commissioned by either Police Authority and any findings will be shared with both Authorities and Forces. Records maintained by either Force in respect of the Joint Scientific Services Unit will be accessible to internal audit from either Authority.

22. COLLECTIVE COLLATERAL AGREEMENT

The formation of the Joint Scientific Services Unit is based upon negotiated agreement between a number of parties, across a range of issues. The subject of these agreements is detailed at Appendix C.

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23. APPENDIX A

BEDFORDSHIRE & HERTFORDSHIRE JOINT SCIENTIFIC SERVICES UNIT REMIT

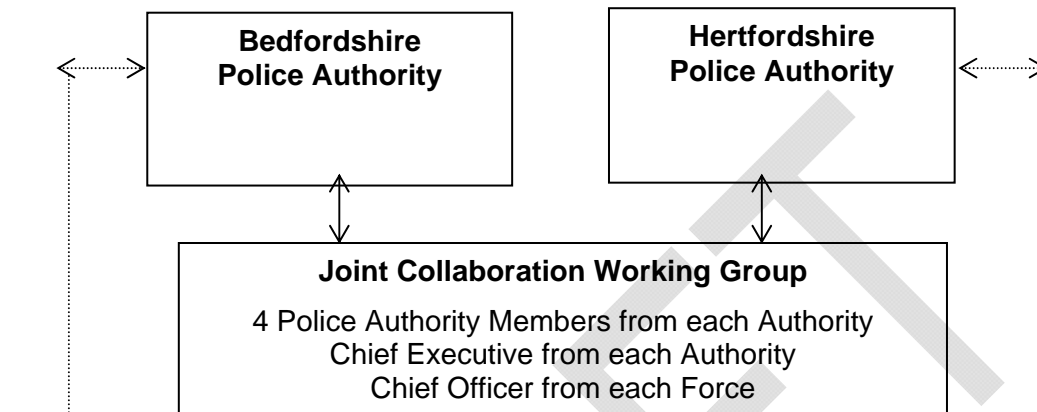
The Joint Scientific Services Unit will:

- Provide a Crime Scene Investigation capability for Bedfordshire and Hertfordshire.
- Provide a Forensic Identification capability for Bedfordshire and Hertfordshire
- Provide an Imagery capability, which will include a single Chemical Laboratory for the examination of crime scene exhibits.
- Provide a robust Forensic Submissions and Performance regime for both forces.

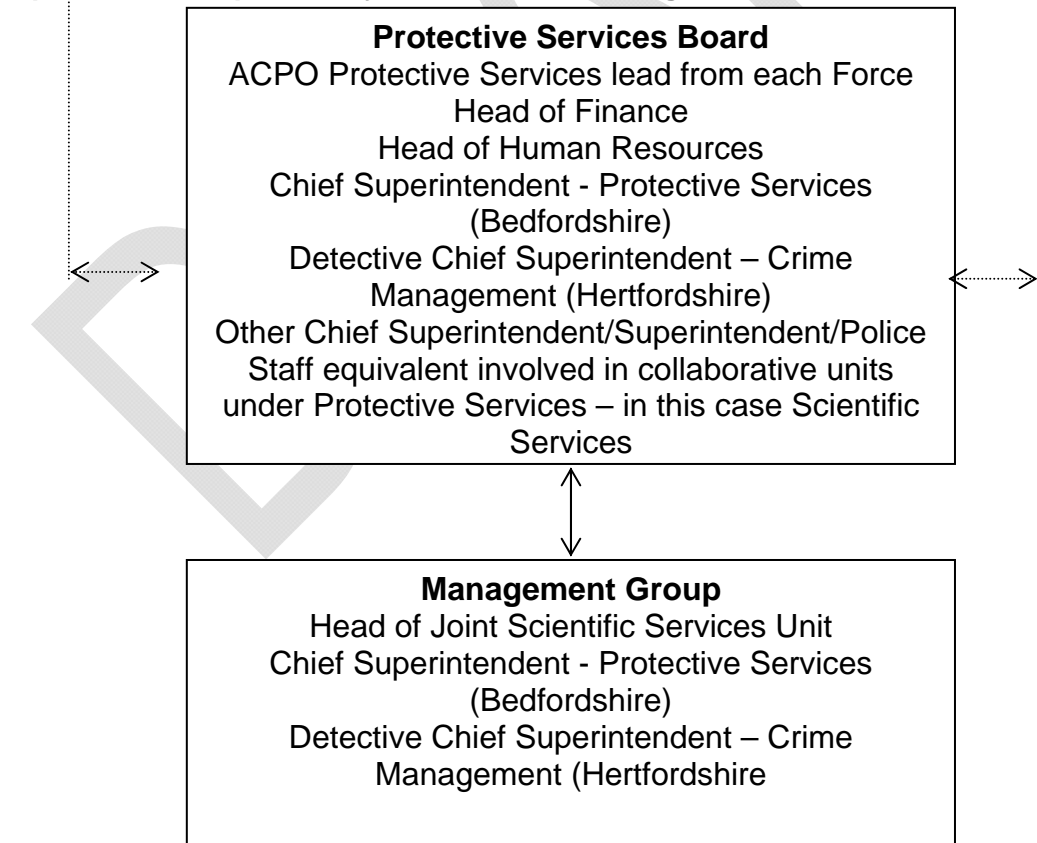
APPENDIX B

REPORTING FRAMEWORK FOR JOINT SCIENTIFIC SERVICES UNIT

**Police Authority
Overview and Overall Governance**



**Force
Operational Responsibility and Decision Making**



APPENDIX C

COLLATERAL COLLECTIVE AGREEMENT

This Collateral Collective Agreement is between the Police Authorities, the Chief Constables and the Police Federations of Bedfordshire Police and Hertfordshire Constabulary. It forms part of the agreement to progress the establishment of a Joint Scientific Services Unit across the two forces.

It relates to:

- Shift patterns,
- Appropriate compensation for officers,
- Role profiles,
- Delivery of an induction training package for officers,
- Working practices and procedures,
- Complaints and discipline.

The detail within each of these areas has been subject to negotiation and agreement and is or will be documented in the Joint Scientific Services Unit Operating Manual.

IN WITNESS whereof the Members have signed below on the date indicated.

Bedfordshire

<u>Position</u>	<u>Printed Name</u>	<u>Signature</u>	<u>Date</u>
Chief Constable	Gillian Parker		
Police Authority Chair	Peter Conniff		
Police Authority Chief Executive	Stephanie McMenamy		

Hertfordshire

<u>Position</u>	<u>Printed Name</u>	<u>Signature</u>	<u>Date</u>
Chief Constable	Frank Whiteley		
Police Authority Chair	Stuart Nagler		
Police Authority Chief Executive	Andrew White		

Professional Standards



Meeting	Full Police Authority
Date	Bedfordshire – 13 th February 2009 Hertfordshire – 20 th February 2009
TITLE	Professional Standards Department Collaboration Update Paper
SUBMITTED BY	Chief Superintendent Steve Ottaway Programme Director Joint Bedfordshire and Hertfordshire Collaboration Programme
PURPOSE	For agreement
SUGGESTED RESOLUTION	That members note the progress in respect of the business case and approve the formal Section 23 agreement in order to allow the creation of a Joint Professional Standards Department for Bedfordshire and Hertfordshire.
BACKGROUND PAPERS	Business case – previously considered by Bedfordshire – 18 th November 2008 Hertfordshire – 21 st November 2008

1. Purpose

1.1 To provide an update on progress against the business case for the creation of a Joint Professional Standards Department for Bedfordshire and Hertfordshire that was given in principle approval in November 2008. The in-principle support was subject to review prior to approval of a formal Section 23 agreement to ensure there had been no significant amendment to the business case.

1.2 To provide confirmation that no significant amendment has been necessary to the business case.

1.3 To seek approval to the Section 23 agreement in order to allow the Unit to be formed with effect from 1st April 2009.

2. Background

The original business case considered in November outlined a proposal for the Professional Standards Department (PSD) functions for Bedfordshire and Hertfordshire to co-join into a single Department. The proposed new structure would bring together both PSDs and the vetting services of each Force, with the department headed by a Superintendent, supported by three Detective Chief Inspectors (or 2 Detective Chief Inspectors and a Police Staff equivalent)

The annual efficiency savings year on year are estimated at circa £176K. This figure has increased from the figure of £170K, quoted in the original business case, due to changes in staffing structures following counter-proposals from staff.

The following sections seek to update members of progress against the business case and to introduce the Section 23 agreement that has been prepared to allow the co-joined department to be introduced.

3. Progress since business case presented in November

3.1 Staffing

The designated Head of Department, Detective Superintendent Martin Darlow, former Head of Professional Standards in Bedfordshire, took up post on 19th December 2008 and he is leading on implementation, supported by the Collaboration programme Team. This appointment is temporary, subject to formal Police Authority approval of the joint unit, and was necessary to progress the business case and deal with counter-proposals.

Temporary D/Superintendent Dave Green continues to lead on Professional Standards for Bedfordshire and Superintendent Iain

McVie continues to lead on Professional Standards for Hertfordshire. Both are also supporting implementation.

Formal consultation has taken place with police staff in respect of the proposals in the business case. Police officers were also invited to submit comments and suggestions. A number of counter-proposals and suggestions were submitted and these have been formally considered by the new Head of the Joint Professional Standards Department and members of the collaboration team, including the Programme Director. The Chief Inspectors who would form part of the future management team were also asked for their views as appropriate.

Consideration of the counter proposals resulted in some amendments to the structure of the new department, with some changes to the responsibilities of the Chief Inspectors and the civilianisation of one of these posts. Responsibilities are now as follows:

- Head of Misconduct (Police staff):
 - Hearings and Appeals,
 - Business Performance
 - Misconduct
- Complaints (Chief Inspector)
 - Taylor Teams
- Anti-Corruption (Chief Inspector)
 - IT Security
 - Intelligence
 - Vetting
 - CRB (Hertfordshire only)

The changes also resulted in some adjustment of the number and grade of posts within the different parts of the structure. This has seen an overall increase in the number of some posts however the changes have resulted in a £6k increase in the annual savings being achieved.

Management of the redeployment and recruitment processes in respect of the new unit is progressing in line with established Human Resources procedures and active Unison and Police Federation engagement. All staffing plans are being made subject to the formal Police Authority approval of the creation of the joint Unit. At this stage across the two Forces it is anticipated that the changes would result in no more than three redundancies. Police

staff whose new journey to work results in additional costs will receive excess travel costs for a period of time.

It is anticipated that all police officers who are currently in PSD, in the two Forces, are moving to take up positions in the new department. For officers posted outside their county (Hertfordshire officers) an allowance (agreed with the Police Federation in line with the approach to the Major Crime Unit) is to be paid to compensate for this.

3.2 Accommodation

Refurbishment work has commenced on the office space at Biggleswade Police Station with the work expected to be completed before the go live date of 1st April 2009. Additional work to create a hearing room "suite" will commence after formal Police Authority approval is given. It is planned for Hertfordshire staff to move into their offices on 30th March 2009 and Bedfordshire staff to move in on 31st March 2009.

Refurbishment work is expected to commence within the Vetting Unit at Letchworth Police Station in February 2009, to accommodate the 3 staff from Bedfordshire who will take up posts within the joint vetting Unit. It is anticipated that the refurbishment will be completed before the go live date of 1st April 2009.

3.3 Set-up costs

Non-building costs directly attributable to the set up of the joint department are proposed to be shared, based on the cost/benefit allocation of 35% Bedfordshire and 65% Hertfordshire. These costs for Biggleswade and Letchworth, which include furniture and ICT costs, were originally estimated at circa £105k however a review has resulted in a revised figure of £102k. This would mean Bedfordshire paying circa £36k and Hertfordshire circa £66k.

The building costs are estimated at £198k for Biggleswade (to be funded by Bedfordshire in line with previous agreement re building cost allocation) and £6k for Letchworth (to be funded by Hertfordshire). In line with the principle established under the creation of the Major Crime Unit each Force will pay a rent in respect of their staff use of the other Forces' building. The figure is based on the number of staff involved and so Bedfordshire will pay £3,300 for their staff based at Letchworth whilst Hertfordshire will pay £26,500 for their staff based at Biggleswade.

The exact figure for HR set-up costs will not be known until the final staffing arrangements are confirmed however current estimates have revised the costs down from the circa £250k in the business case to circa £154k – spread over 3 years.

3.4 Finance

The original projected ongoing annual efficiencies from April 2009, should the new department be approved, were calculated at circa £170K, however with amendments made around the restructure of the new department further savings of £6K have been identified, giving a revised estimate of annual efficiencies of circa £176k for the first year. Allocation of the costs of running the new department will be based on demand (35% Bedfordshire and 65% Hertfordshire) which means that Hertfordshire will make an efficiency saving of £196k whilst Bedfordshire costs will increase by £20k (these figures take into account rental charges).

Any future efficiencies will be managed by the Management Board and reported to Police Authorities via the process set out in the attached Section 23 agreement.

3.5 Processes

Work is ongoing to align ICT applications to enable the new Department to be operational on the go live date of 1st April 2009. Meetings are being held with respective team heads, in particular the heads of vetting, access control and IT security, to identify processes and procedures that will be necessary on the go live date to enable normal services to continue with the minimal disruption to core PSD business.

A formal reciprocal MOU agreement is being sought between the head of Bedfordshire and Hertfordshire PSD and Cambridgeshire PSD to enable their Departments to carry out any sensitive and/or delicate investigations involving Bedfordshire and Hertfordshire Police Officers/staff and vice versa.

It has been agreed that Bedfordshire and Hertfordshire PSD will report any IPCC related matters to the Head of IPCC (Central)

located at Coleville, Leicestershire. The IPCC are fully sighted on and supportive of the business case.

3.6 Benefits of the proposed new Department

The establishment of a joint Professional Standards Department will produce a number of operational and financial benefits (both cashable and non cashable) benefits. The benefits will include:

- Increased resilience across all teams within PSD, in particular in the event of planned or unplanned abstraction.
- A strengthened intelligence (anti-corruption) function in order that existing Hertfordshire processes and experience can be extended into Bedfordshire where no such capability currently exists. In addition this function will be resilient enough to be able to meet the anticipated demand in this growth area of work.
- Centralisation of Vetting functions will improve efficiency between the two Forces and reduce impact on senior managers in Bedfordshire.
- Management of public complaints will be improved in Hertfordshire through use of established and proven Bedfordshire processes.

4. Section 23 Agreement

The attached Section 23 agreement has been developed in conjunction with the two Chief Executives, building on the experience of the Major Crime Unit and has been discussed at the Bedfordshire and Hertfordshire Police Authorities' Joint Collaboration Working Group and amendments made in light of the comments of that Group.

5. Conclusion

The business case as presented in November has been further developed and adjusted in light of the staff consultation process. The changes are not significant but have reduced the Human Resources impact of the proposal whilst delivering slightly increased efficiencies. There is every confidence that the co-joined department will deliver the required level of service alongside immediate and year upon year efficiencies of £176K.

6. Recommendation

That members approve the draft Section 23 agreement to allow the creation of a joint Professional Standards Department for Bedfordshire Police and Hertfordshire Constabulary from 1st April 2009.

7. Associated Papers

Attached is the Section 23 agreement for consideration.

Author: Detective Inspector Neil Smith, on behalf of
Chief Superintendent Steve Ottaway
Programme Director
Joint Bedfordshire and Hertfordshire Collaboration Programme
☎ 01727 796150



Bedfordshire & Hertfordshire Joint Collaboration Team



HERTFORDSHIRE

CONSTABULARY

Section 23 Agreement

Bedfordshire & Hertfordshire Joint Professional Standards Department

(Governance & Collective Collateral Agreement)

CONTENTS

1. TITLE OF COMBINED UNIT	4
2. TYPE OF AGREEMENT	4
3. LENGTH OF AGREEMENT.....	4
4. REVIEW OF AGREEMENT	4
5. TERMINATION OF AGREEMENT	4
6. VARIATION OF AGREEMENT.....	4
7. CONSEQUENCES OF THE DISSOLUTION OF THE CONSORTIUM.....	4
8. TERMINATION BY MUTUAL AGREEMENT	5
9. OWNERSHIP OF ASSETS.....	5
10. POLICE OFFICERS & POLICE STAFF	5
11. CHIEF CONSTABLES DIRECTION AND CONTROL.....	5
12. EMPLOYERS LIABILITY.....	5
13. MANAGEMENT OF THE ARRANGEMENT.....	6
14. THE BOARD (TERMS OF REFERENCE).....	6
15. OPERATIONAL REVIEW & SERVICE DELIVERY MANAGEMENT	7
16. SHARING OF COSTS/SAVINGS	7
17. PREMISES.....	7
18. LIABILITIES.....	7

19. DETERMINATION OF DISPUTES AND ARBITRATION	7
20. SUPPORT FOR JOINT PROFESSIONAL STANDARDS DEPARTMENT	8
21. AUDIT AND RISK MANAGEMENT	8
22. COLLECTIVE COLLATERAL AGREEMENT	8
23. APPENDIX.....	9
23.2. APPENDIX B.....	10
23.3. APPENDIX C.....	11

INTRODUCTION

This agreement is made on 20th February 2009 in respect of the Professional Standards Department capability between Bedfordshire and Hertfordshire Police Authorities and the Chief Constables.

The Agreement of police authorities is a legal requirement for any collaboration between forces. Section 23(1) of the Police Act 1996 states:

"If it appears to the chief officers of police of two or more police forces that any police functions can more efficiently and effectively be discharged by members of those forces acting jointly, they may with the approval of the police authorities which maintain those forces, make an agreement for that purpose."

In such cases any expenditure incurred would be borne by the Consortium members in the proportions which they agree (23(2)).

The Consortium Members have agreed to enter into this consortium for the purpose of providing an effective Professional Standards Department function for the counties of Bedfordshire and Hertfordshire.

1. TITLE OF COMBINED UNIT

The Professional Standards departments for Bedfordshire and Hertfordshire will be known as the Bedfordshire and Hertfordshire Professional Standards Department (B&HPSD).

2. TYPE OF AGREEMENT

The Consortium is based upon the joint Professional Standards Departments' capability between Bedfordshire and Hertfordshire delivering the remit at Appendix A.

3. LENGTH OF AGREEMENT

The Consortium shall come into force on 1st April 2009 and shall be effective until 31st March 2012 ("the initial term") unless determined in accordance with this agreement. After the initial term, it shall continue unless determined in accordance with the terms of this agreement.

4. REVIEW OF AGREEMENT

This agreement shall be reviewed by 31st March 2011 (the "initial review") and at least annually by the end of the calendar year thereafter, or earlier by agreement of the Consortium members.

5. TERMINATION OF AGREEMENT

Following the initial review, this agreement may be terminated on no less than 365 days notice given on any day by either of the Consortium Members to expire no earlier than 31st March 2012.

6. VARIATION OF AGREEMENT

This agreement may be varied with the consensus of the Consortium Members.

7. CONSEQUENCES OF THE DISSOLUTION OF THE CONSORTIUM

A Consortium Member withdrawing from this Agreement shall be liable:

7.1. To honour its share of any contractual obligations entered into as part of this agreement prior to the end of the notice period; and

7.2. For all other contributions due from it to the other Consortium Member in respect of this agreement prior to and during the notice period.

8. TERMINATION BY MUTUAL AGREEMENT

Notwithstanding the provisions of clauses 4 and 5, this Agreement may be terminated by the mutual agreement of the Consortium Members. The Consortium Members shall oversee the realisation and distribution of the Consortium assets following such a termination.

9. OWNERSHIP OF ASSETS

Legal title to all vehicles, equipment and premises operated or used by the Consortium shall remain with the respective Consortium Members. Asset registers will be provided by the Consortium Members on the day before they join as a record for use if the arrangement were to be dissolved.

New equipment over the value of £10,000 acquired on or after the start date will be purchased by Bedfordshire on behalf of the combined unit and recorded in an asset register. On dissolution of the agreement the value of these assets will be distributed in accordance with clause 16.

10. POLICE OFFICERS & POLICE STAFF

Police officers and police staff shall continue as employees and sworn constables of the original Consortium Member irrespective of their place of work. Their pay, welfare, pensions, terms & conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of that Consortium Member. The Consortium Members will agree a common approach to working practices and will introduce and publicise them as appropriate. The full direct costs associated with the officers and staff shall form part of this agreement.

All complaints against officers and staff from the Joint Professional Standards Department will be dealt with in accordance with appropriate regulations, legislation and the Consortium Members' policies.

11. CHIEF CONSTABLES DIRECTION AND CONTROL

For any incident or operation involving the Bedfordshire and Hertfordshire Professional Standards Department undertaken within Bedfordshire, the Chief Constable of Bedfordshire Police will have direction and control over all Bedfordshire and Hertfordshire officers and staff deployed to that incident or operation.

For any incident or operation involving the Bedfordshire and Hertfordshire Professional Standards Department undertaken within Hertfordshire, the Chief Constable of Hertfordshire Constabulary will have direction and control over all Bedfordshire and Hertfordshire officers and staff deployed to that incident or operation.

There will be no transfer of liability for the health and safety or conduct of staff arising from this operational activity as part of this agreement.

Any liability from non-operational health and safety is with the Force in which the incident occurred.

Any claim for vicarious liability will remain with the employing Force.

12. EMPLOYERS LIABILITY

Each Consortium Member will remain liable in accordance with the law for the acts and omissions of its own police officers and police staff. Each Consortium Member will seek to minimise the likelihood of a claim occurring and will also assist the other Consortium Member in the defence of any such claim.

13. MANAGEMENT OF THE ARRANGEMENT

The affairs, business and decision making of the Consortium shall be managed by a Joint Operational Board (the Board). The strategic governance of the Consortium will be managed jointly by the Police Authorities via the Joint Collaboration Working Group.

All decisions of the Board and the Joint Collaboration Working Group shall be taken by unanimous agreement. The Board and the Joint Collaboration Working Group shall ensure that a written record is taken of all decisions made. The Board shall meet at least biannually in October and May. The Joint Collaboration Working Group will receive reports at least biannually in December and July.

In the interest of efficiency the Board shall manage all the collaborate ventures that fall under the Protective Services domain and will be made up of the following with each Consortium Member having one seat for each representative only:

ACPO Officer responsible for Protective Services,
Head of Finance,
Head of Human Resources,
Detective Chief Superintendent – Head of Crime Management in Hertfordshire,
Chief Superintendent – Head of Protective Services in Bedfordshire, and
Any other Chief Superintendent/Superintendent with responsibility for the delivery of a collaborated function that fits in the Protective Services domain – in this instance Professional Standards.

The Board will be chaired each year on rotation by the ACPO officer responsible for Protective Services from one of the Consortium Member Forces.

Each Police Authority will continue with their existing arrangements in respect of the review and monitoring of public complaints.

14. THE BOARD (*terms of reference*)

The Board will be responsible for the strategic operational direction of the Bedfordshire and Hertfordshire Professional Standards Department and in particular for recommending approval of the annual budget to respective police authorities, staffing requirements, benefits realisation and value for money from service delivery. It will also recommend the award of contracts where the most economically advantageous tender is not acceptable.

The Board will be responsible for the approval of business plans and proposals for future activities.

The Board will hold the Head of the Bedfordshire and Hertfordshire Professional Standards Department accountable for the delivery of the core service, its financial performance and service delivery.

The Board will provide reports and recommendations in respect of future budgets to the Police Authorities via the Joint Collaboration Working Group detailing how it has delivered its core service and managed its finances. In particular it will report on the realisation of the business benefits outlined in the original business case. Individual Police Authorities will receive specific performance reports through their own Authority's routine performance scrutiny regimes. A reporting framework is provided at Appendix B.

In order to map in with the other planning and budget setting cycles the Board will meet in May (at which time performance and benefit realisation from the previous year will be reviewed) and October (at which time year-to-date performance and budgetary requirements for the next year will be reviewed and identified). These reviews will inform the review of the agreement in clause 4.

15. OPERATIONAL REVIEW & SERVICE DELIVERY MANAGEMENT

An Operational Review (OR) meeting involving the respective ACPO officers responsible for Protective Services and the Head of the Bedfordshire and Hertfordshire Professional Standards Department will be held quarterly and by exception when necessary.

A Management Group (MG) will manage the day-to-day service delivery in accordance with the strategic objectives of the Board.

The MG will consist of ACC Protective Services (Bedfordshire), ACC Protective Services (Hertfordshire) and the Head of the Bedfordshire and Hertfordshire Professional Standards Department.

The MG will meet monthly and will be chaired on an alternating basis by the two ACC Protective Services.

16. SHARING OF COSTS/SAVINGS

Subject to Clause 18, all costs/savings, up to an overspend of 5% of the annual budget of the combined unit for the respective financial year, will be shared on the following proportions with invoices being raised as agreed appropriate by the respective Heads of Finance:

Hertfordshire 65%
Bedfordshire 35%

These proportions will be reviewed on an annual basis by the Board through updating the rolling average of demand data with a more fundamental review taking place on a triennial basis.

In the event that the Bedfordshire and Hertfordshire Professional Standards Department budget overspend exceeds 5% then additional contributions will be made on the basis of actual Scientific Services Unit activity levels for that financial year, as agreed by the Board.

In the event that the Bedfordshire and Hertfordshire Professional Standards Department budget under spends in a financial year the virement rules laid out in the Financial Regulations of Bedfordshire Police Authority, as the finance lead, will apply.

17. PREMISES

The Bedfordshire and Hertfordshire Professional Standards Department will be based at Biggleswade Police Station in Bedfordshire. Hertfordshire will pay Bedfordshire an annual contribution towards the costs of these premises, rent of £26.5K (uprated on an annual basis based on industry indices). The vetting function for both Forces will be located at Letchworth Police Station in Hertfordshire. Bedfordshire will pay Hertfordshire an annual contribution towards the costs of these premises, rent of £3.3K (uprated on an annual basis based on industry indices).

18. LIABILITIES

Each Consortium Member shall indemnify the other Consortium Member against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings incurred, or brought as a result of its negligence or breach of its obligations under this agreement.

19. DETERMINATION OF DISPUTES AND ARBITRATION

Any disputes arising from the day to day management of the Consortium shall initially be referred to the Board. If the Board cannot resolve the dispute within eight weeks, it shall be referred to the respective Chief Constables who shall endeavour to resolve the matter by unanimous agreement. Failing such agreement within eight weeks of the dispute being referred to Chief Constables, the Chairs of the Police Authorities will be engaged to work with

the Chief Constables to find agreement. The decision of the Chairs and Chiefs shall be final and binding

20. SUPPORT FOR JOINT PROFESSIONAL STANDARDS DEPARTMENT

Finance

Bedfordshire will provide financial support to the Bedfordshire and Hertfordshire Professional Standards Department including the compilation of financial information, budget monitoring, forecasting and the production of the accounts for the collaboration in accordance with FRS9.

Legal

All civil/insurance claims will be the responsibility of the home Force of the employee or asset for which the claim relates.

Legal advice not falling into the above category will be provided by the Hertfordshire Legal Services Department.

Logistics

The administration and logistics for the Bedfordshire and Hertfordshire Professional Standards Department will be undertaken jointly within the new department. If assistance is required, the main elements will be undertaken by Bedfordshire.

Human Resources

Bedfordshire will provide the first point of contact for HR advice to the Head of Bedfordshire and Hertfordshire Professional Standards Department with all other services being undertaken by the officers/staff home Force.

The full detail of the support will be subject to a Service Level Agreement separate to this Agreement.

21. AUDIT AND RISK MANAGEMENT

Both Consortium Members produce risk based internal audit plans. The risks relating to the Bedfordshire and Hertfordshire Professional Standards Department will feed into both Consortium Members' risk registers. An internal audit can be commissioned by either Police Authority and any findings will be shared with both Authorities and Forces. Records maintained by either Force in respect of the Bedfordshire and Hertfordshire Professional Standards Department will be accessible to internal audit from either Authority.

22. COLLECTIVE COLLATERAL AGREEMENT

The formation of the Bedfordshire and Hertfordshire Professional Standards Department is based upon negotiated agreement between a number of parties, across a range of issues. The subject of these agreements is detailed at Appendix C.

23. APPENDIX

23.1. APPENDIX A

BEDFORDSHIRE & HERTFORDSHIRE PSD REMIT

The Bedfordshire and Hertfordshire Professional Standards Department Unit will have a centrally located Head of Department, who will be able to manage the day-to-day core business of ensuring that professional standards are maintained across both forces. The Bedfordshire and Hertfordshire PSD will be committed to protecting and enhancing the integrity of both forces by preventing and detecting unethical behaviour, dishonesty and corruption and in doing so will provide an enhanced quality of service and reassurance to the public.

The Joint Professional Standards Department will be responsible for the recording, management and investigation of complaints by members of the public about police officers, police staff or special constables. In addition, and in line with the new Taylor recommendations, they will investigate the more serious allegations by members of the public or other members of staff of gross misconduct, involving all Bedfordshire Police and Hertfordshire Constabulary staff.

The Joint Professional Standards Department will provide the link between the two forces and the Independent Police Complaints Commission (IPCC), by ensuring that any serious matters are referred as soon as possible to the Head of the IPCC Central Office, located at Coleville, Leicestershire.

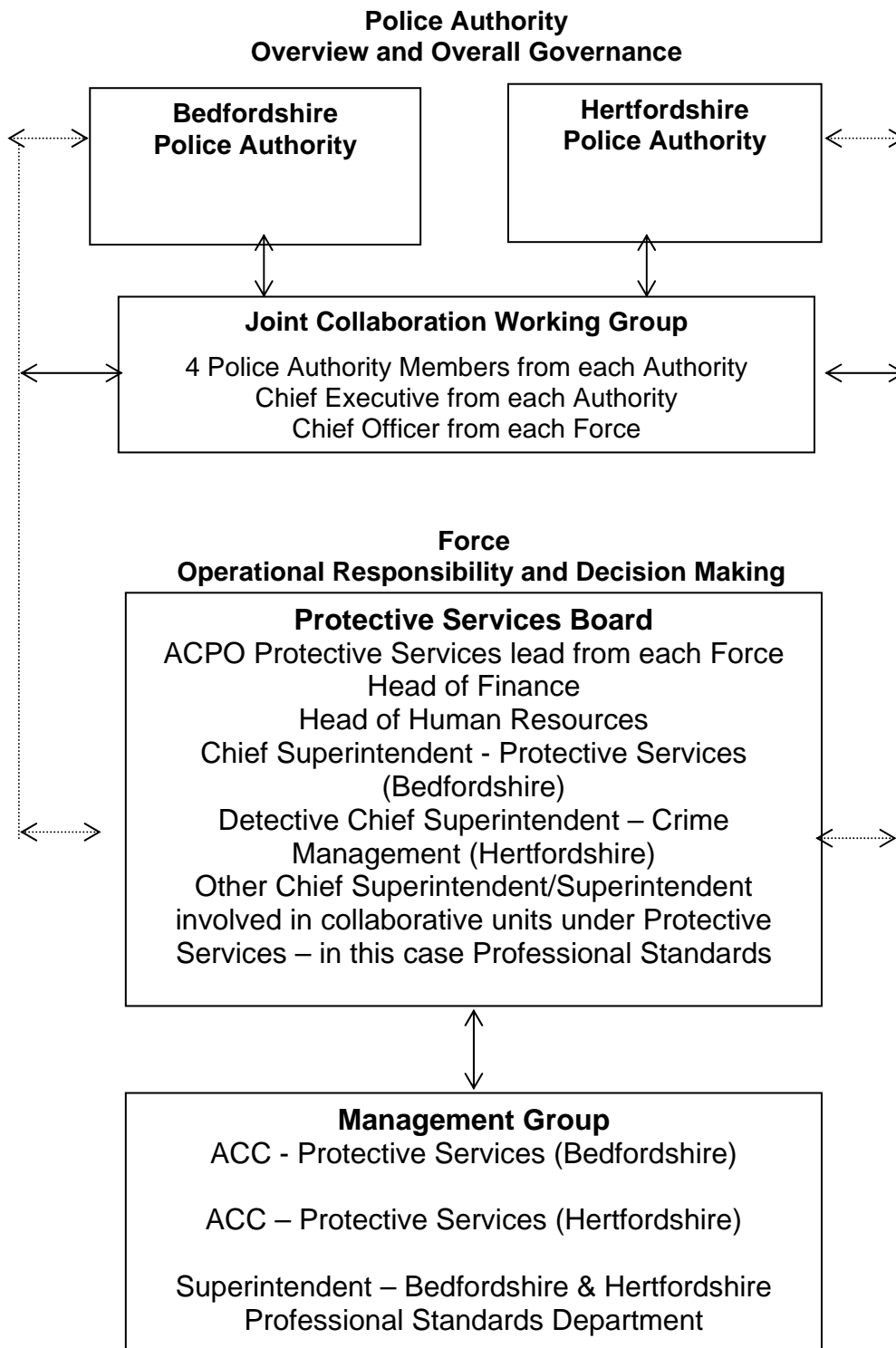
An MOU agreement between Cambridgeshire Professional Standards Department and the Bedfordshire and Hertfordshire Professional Standards Department will ensure that the Bedfordshire and Hertfordshire Professional Standards Department will carry out any investigation which is sensitive and/or delicate which involves any Cambridgeshire Police Officers or Staff and conversely Cambridgeshire Professional Standards Department will carryout any investigation which is sensitive and/or delicate which involves any Bedfordshire and Hertfordshire Police Officers or Staff.

This remit will be carried out through the following functions, located within the joint department:

- Complaints and Misconduct management and investigation
- Policy development and review in respect of Professional Standards
- IT & Physical Security (Including Access Control)
- Vetting and CRB (Hertfordshire CRB only)
- Intelligence & Anti-Corruption Unit (Including Operational Security)
- Administration Team (Including business analyst)

23.2. APPENDIX B

REPORTING FRAMEWORK FOR B&HPSD



23.3. APPENDIX C

COLLATERAL COLLECTIVE AGREEMENT

This Collateral Collective Agreement is between the Police Authorities, the Chief Constables and the Police Federations of Bedfordshire Police and Hertfordshire Constabulary. It forms part of the agreement to progress the establishment of a Bedfordshire and Hertfordshire Professional Standards Department across the two forces.

It relates to:

- Shift patterns,
- Appropriate compensation for officers,
- Role profiles,
- Delivery of an induction training package for officers,
- Working practices and procedures,
- Complaints and discipline.

The detail within each of these areas has been subject to negotiation and agreement and is or will be documented in the Bedfordshire and Hertfordshire Professional Standards Department Operating Manual.

IN WITNESS whereof the Members have signed below on the date indicated.

Bedfordshire

<u>Position</u>	<u>Printed Name</u>	<u>Signature</u>	<u>Date</u>
Chief Constable	Gillian Parker		
Police Authority Chair	Peter Conniff		
Police Authority Chief Executive	Stephanie McMenamy		

Hertfordshire

<u>Position</u>	<u>Printed Name</u>	<u>Signature</u>	<u>Date</u>
Chief Constable	Frank Whiteley		
Police Authority Chair	Stuart Nagler		
Police Authority Chief Executive	Andrew White		

DOGS



Meeting	Full Police Authority
Date	Bedfordshire – 13 th February 2009 Hertfordshire – 20 th February 2009
TITLE	Dog Unit Collaboration Update Paper
SUBMITTED BY	Chief Superintendent Steve Ottaway Programme Director Joint Bedfordshire and Hertfordshire Collaboration Programme
PURPOSE	For agreement
SUGGESTED RESOLUTION	That members note the progress in respect of the business case and approve the formal Section 23 agreement in order to allow the creation of a Joint Dog Unit for Bedfordshire and Hertfordshire.
BACKGROUND PAPERS	Business case – previously considered by Bedfordshire – 18 th November 2008 Hertfordshire – 21 st November 2008

1. Purpose

1.1 To provide an update on progress against the business case for the creation of a Joint Dog Unit for Bedfordshire and Hertfordshire that was given in principle approval in November 2008. The in-principle support was subject to review prior to approval of a formal Section 23 agreement to ensure there had been no significant amendment to the business case.

1.2 To provide confirmation that no significant amendment has been necessary to the business case.

1.3 To seek approval to the Section 23 agreement in order to allow the Unit to be formed with effect from 1st April 2009.

2. Background

The original business case considered in November outlined a proposal for the dog units in Bedfordshire and Hertfordshire to co-join into a single unit. The creation of this joint unit would lead to an overall reduction of nine posts and deliver annual efficiency savings of circa £363k.

The business case proposed the establishment of a single management team and a joint training team, both of which would be based at RAF Henlow in Bedfordshire. Bedfordshire handlers would be based at RAF Henlow whilst the Hertfordshire handlers would continue to deploy from BCU bases within Hertfordshire.

The following sections seek to update members of progress against the business case and to introduce the Section 23 agreement that has been drafted to allow the co-joined Unit to be introduced.

3. Progress since business case presented in November

3.1 Staffing

Officers from both forces have received face to face briefings on the proposals outlined in the business case and a formal consultation process for officers has taken place. No formal suggestions or comments were received on these proposals. The formation of the new joint unit will mean a reduction of nine handler's posts. A number of officers have taken the opportunity to move to other roles within their organisations and in consequence the reduction in the actual number of officers is likely to be in the order of two or three.

A selection process for the new Dog Unit is now in train in order that, once formal approval is given, sufficient notice of changes can be provided to staff to allow the new unit to operate from 1st April.

The business case proposed a reduction of 12 dogs taking the overall numbers from 56 to 44. Due to natural wastage the current number of dogs currently stands at 52. A reduction of 8 dogs is therefore required; this reduction will be managed sensitively over a period of time in line with the principles set out in the business case.

Chief Inspector Mark Canning from Hertfordshire has been appointed as the Head of the Dog Unit and, subject to Business Case approval, the Joint Firearms Unit. Inspector Steve Mann will be seconded to the Collaboration Team to assist in implementation of the new unit as of 9th February 2009. A selection process for an Inspector to lead the new unit will take place in March 2009. Both appointments are temporary and subject to formal Police Authority approval but it was necessary to make them in order to progress implementation and to test the business case.

3.2 Accommodation

The business case proposed that the management team, the training team and the Bedfordshire handlers be based on the ground floor of a building at RAF Henlow, the top floor already being occupied by other Bedfordshire Police Protective Services functions. The required IT connections and access control systems are therefore already in place.

Meetings are currently taking place with RAF Henlow in order to progress the arrangements for the locating of a kennel block and fencing off of a training area.

3.3 Set-up costs

As set out in the business case the set up costs are estimated in the region of £130k, this includes the provision of furniture, IT, the cost of building kennels, fencing and other minor works. It is proposed to share the set up costs based on the cost benefit allocation of 35% Bedfordshire and 65% Hertfordshire.

3.4 Finance

The projected annual efficiencies from April 2009, should the business case be approved, are still forecast as circa £363k per annum. The allocation of the costs of running the new unit will be

based on demand (35% Bedfordshire and 65% Hertfordshire) which means that Bedfordshire will make an efficiency saving of £199k per annum and Hertfordshire a saving of £164k per annum.

3.5 Processes

Work has commenced on establishing the required supporting functions for the new joint dog unit, in particular the duty planning arrangements for the operational handlers. Meetings have been held to agree the operational procedures that need to be in place to enable the unit to function properly, e.g. protocols and procedures on the use of the Airwave radio system. Agreement on how officers will be tasked and briefed is also being sought.

3.6 Benefits

The establishment of a joint dog unit will produce a number of operational and financial benefits (both cashable and non cashable) benefits. The benefits will include:

- The reduction in the number of dog handlers will more accurately match resources to demand.
- A reduction in the number of specialist dogs will more accurately match specialist resources to demand, it will also mean less training abstractions and therefore a greater availability of operational resources.
- The implementation of a new variable shift pattern will ensure that resources levels are matched to demand.
- The provision of new training and kennelling facilities will lead to improvements in training and animal welfare.
- The allocation of vehicles to individual handlers will eliminate the logistical problems associated with dog handlers sharing vehicles.

3.7 Animal welfare

Bedfordshire and Hertfordshire Police Authorities currently run separate animal welfare lay visitors schemes, it is proposed that these arrangements will continue in the short term pending the establishment of a joint Bedfordshire and Hertfordshire animal welfare lay visitor scheme.

4. Section 23 Agreement

The attached Section 23 agreement has been developed in conjunction with the two Chief Executives, building on the experience of the Major Crime Unit and has been discussed at the Bedfordshire and Hertfordshire Police Authorities' Joint Collaboration Working Group and amendments made in light of the comments of that Group.

5. Conclusion

The business case as presented in November has been further developed and tested, resulting in no significant amendments. There continues to be every confidence that the co-joined unit will deliver the required level of service alongside immediate efficiencies of £363k per annum.

6. Recommendation

That members approve the draft Section 23 agreement to allow the creation of a Joint Dog Unit for Bedfordshire Police and Hertfordshire Constabulary from 1st April 2009.

7. Background Papers

Attached is the Section 23 agreement for consideration.

Author: Chief Inspector Jim Saunders on behalf of
Chief Superintendent Steve Ottaway
Programme Director
Joint Bedfordshire and Hertfordshire Collaboration Programme
☎ 01727 796150



Bedfordshire & Hertfordshire Joint Collaboration Team



HERTFORDSHIRE

CONSTABULARY

Section 23 Agreement

Bedfordshire & Hertfordshire Joint Dog Unit

(Governance & Collective Collateral Agreement)

CONTENTS

1. TITLE OF COMBINED UNIT	4
2. TYPE OF AGREEMENT	4
3. LENGTH OF AGREEMENT.....	4
4. REVIEW OF AGREEMENT	4
5. TERMINATION OF AGREEMENT	4
6. VARIATION OF AGREEMENT.....	4
7. CONSEQUENCES OF THE DISSOLUTION OF THE CONSORTIUM.....	5
8. TERMINATION BY MUTUAL AGREEMENT	5
9. OWNERSHIP OF ASSETS.....	5
10. POLICE OFFICERS & POLICE STAFF	5
11. CHIEF CONSTABLES DIRECTION AND CONTROL.....	5
12. EMPLOYERS LIABILITY.....	6
13. MANAGEMENT OF THE ARRANGEMENT.....	6
14. THE BOARD (TERMS OF REFERENCE).....	6
15. OPERATIONAL REVIEW & SERVICE DELIVERY MANAGEMENT	7
16. SHARING OF COSTS/SAVINGS	7
17. PREMISES.....	7
18. LIABILITIES.....	7

19. DETERMINATION OF DISPUTES AND ARBITRATION	8
20. SUPPORT FOR JOINT DOG UNIT	8
21. AUDIT	8
22. COLLECTIVE COLLATERAL AGREEMENT	9
APPENDIX.....	10
APPENDIX A	10
APPENDIX B	11
APPENDIX C	12
APPENDIX D	13

INTRODUCTION

This agreement is made on the 20th February 2009 in respect of the Dog Unit capability between Bedfordshire and Hertfordshire Police Authorities and the Chief Constables (the Consortium Members').

The Agreement of police authorities is a legal requirement for any collaboration between forces. Section 23(1) of the Police Act 1996 states:

"If it appears to the chief officers of police of two or more police forces that any police functions can more efficiently and effectively be discharged by members of those forces acting jointly, they may with the approval of the police authorities which maintain those forces, make an agreement for that purpose."

In such a case any expenditure incurred would be borne by the Consortium Members in the proportions which they agree (23(2)).

The Consortium Members have agreed to enter into this consortium for the purpose of providing an effective Dog Unit capability for the counties of Bedfordshire and Hertfordshire.

1. TITLE OF COMBINED UNIT

The Dog Section Consortium for Bedfordshire and Hertfordshire will be known as the Bedfordshire and Hertfordshire Joint Dog Unit (B&HDU).

2. TYPE OF AGREEMENT

This Consortium is based upon the joint Dog Unit capability between Bedfordshire and Hertfordshire delivering the remit shown at Appendix A.

3. LENGTH OF AGREEMENT

The Consortium shall come into force on 1st April 2009 and shall be effective until 31 March 2012 ("the initial term") unless determined in accordance with this agreement. After the initial term, it shall continue unless determined in accordance with the terms of this agreement.

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This agreement shall be reviewed by 31st March 2011(the "initial review") and at least annually by the end of the calendar year thereafter, or earlier by agreement of the Consortium Members.

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A Consortium Member withdrawing from this Agreement shall be liable:

- 7.1.** To honour its share of any contractual obligations entered into as part of this agreement prior to the end of the notice period; and
- 7.2.** For all other contributions due from it to the other Member Force in respect of this agreement prior to and during the notice period.

8. TERMINATION BY MUTUAL AGREEMENT

Notwithstanding the provisions of clauses 4 and 5, this Agreement may be terminated by the mutual agreement of the Consortium Members. The Consortium Members shall oversee the realisation and distribution of the Consortium assets following such a termination.

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Legal title to all vehicles, equipment and premises operated or used by the Consortium shall remain with the respective Consortium Members. Asset registers will be provided by the Consortium members on the day before they join as a record for use if the arrangement were to be dissolved.

New equipment over the value of £10,000 acquired on or after the start date will be purchased by Hertfordshire on behalf of the combined unit and recorded in an asset register. On dissolution of the agreement the value of these assets will be distributed in accordance with clause 16.

10. POLICE OFFICERS & POLICE STAFF

Police officers and police staff shall continue as employees and sworn constables of the original Consortium Member irrespective of their place of work. Their pay, welfare, pensions, terms & conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of that Consortium Member. The Consortium Members will agree a common approach to working practices and will introduce and publicise them as appropriate. The full direct costs associated with the officers and staff shall form part of this agreement.

All complaints against officers and staff from the B&H DU will be dealt with in accordance with appropriate regulations, legislation and the Consortium Members' policies.

11. CHIEF CONSTABLES DIRECTION AND CONTROL

For any incident or operation involving the B&H DU undertaken within Bedfordshire, the Chief Constable of Bedfordshire Police will have direction and control over all Bedfordshire and Hertfordshire officers and staff deployed to that incident or operation.

For any incident or operation involving the B&H DU undertaken within Hertfordshire, the Chief Constable of Hertfordshire Constabulary will have direction and control over all Bedfordshire and Hertfordshire officers and staff deployed to that incident or operation.

There will be no transfer of liability for the health and safety or conduct of staff arising from this operational activity as part of this agreement.

Any liability from non-operational health and safety is with the force in which the incident occurred.

Any claim for vicarious liability will remain with the employing force.

12. EMPLOYERS LIABILITY

Each Consortium Member will remain liable in accordance with the law for the acts and omissions of its own police officers and police staff. Each Consortium Member will seek to minimise the likelihood of a claim occurring and will also assist the other Consortium Member in the defence of any such claim.

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The affairs, business and decision making of the Consortium shall be managed by a Joint Operational Board (the Board). The strategic governance of the Consortium will be managed jointly by the Police Authorities via the Bedfordshire and Hertfordshire Police Authorities' Joint Collaboration Working Group (hereafter referred to as the Joint Collaboration Working Group).

All decisions of the Board and the Joint Collaboration Working Group shall be taken by unanimous agreement. The Board and the Joint Collaboration Working Group shall ensure that a written record is taken of all decisions made. The Board shall meet at least biannually in October and May. The Joint Collaboration Working Group will receive reports at least biannually in December and July.

In the interest of efficiency the Board shall manage all the collaborate ventures that fall under the Protective Services domain and will be made up of the following with each Consortium Member having one seat for each representative only:

ACPO Officer responsible for Protective Services,
Head of Finance,
Head of Human Resources,
Detective Chief Superintendent – Head of Crime Management in Hertfordshire,
Chief Superintendent – Head of Protective Services in Bedfordshire, and
Any other Chief Superintendent/Superintendent or police staff equivalent with responsibility for the delivery of a collaborated function that fits in the Protective Services domain – in this instance Dogs

The Board will be chaired each year on rotation by the ACPO officer responsible for Protective Services from one of the Consortium Member Forces.

14. THE BOARD *(terms of reference)*

The Board will be responsible for the strategic operational direction of the B&H DU and in particular for recommending approval of the annual budget to respective police authorities, staffing requirements, benefits realisation and value for money from service delivery. It will also recommend the award of contracts where the most economically advantageous tender is not acceptable.

The Board will be responsible for the approval of business plans and proposals for future activities.

The Board will hold the Head of the B&H DU accountable for the delivery of the core service, its financial performance and service delivery.

The Board will provide reports and recommendations in respect of future budgets to the Police Authorities via the Joint Collaboration Working Group detailing how it has delivered its core service and managed its finances. In particular it will report on the realisation of the business benefits outlined in the original business case. Individual Police Authorities will

receive specific performance reports through their own Authority's routine performance scrutiny regimes. A reporting framework is provided at Appendix B.

In order to map in with the other planning and budget setting cycles the Board will meet in May (at which time performance and benefit realisation from the previous year will be reviewed) and October (at which time year-to-date performance and budgetary requirements for the next year will be reviewed and identified). These reviews will inform the review of the agreement in clause 4.

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An Operational Review (OR) meeting involving the respective ACPO officers responsible for Protective Services and the Head of the B&HDU will be held quarterly and by exception when necessary.

A Management Group (MG) will manage the day-to-day service delivery in accordance with the strategic objectives of the Board.

The MG will consist of the Head of the B&HDU and the Bedfordshire and Hertfordshire Superintendents – with responsibility for the B&HDU.

The MG will meet monthly and will be chaired on an alternating basis by the two Superintendents.

16. SHARING OF COSTS/SAVINGS

Subject to Clause 18, all costs/savings, up to an overspend of 5% of the annual budget of the combined unit for the respective financial year, will be shared on the following proportions with invoices being raised as agreed appropriate by the respective Heads of Finance:

Hertfordshire 65%
Bedfordshire 35%.

These proportions will be reviewed on an annual basis by the Policy Board through updating the rolling average of demand data with a more fundamental review taking place on a triennial basis.

In the event that the B&HDU budget overspend exceeds 5% then additional contributions will be made on the basis of actual Unit activity levels for that financial year, as agreed by the Board.

In the event that B&HDU budget under spends in a financial year the virement rules laid out in the Financial Regulations of Hertfordshire Police Authority, as the finance lead, will apply.

17. PREMISES

The combined unit will be based at RAF Henlow in Bedfordshire and rent payable will be allocated in accordance with the above ratio

18. LIABILITIES

Each Consortium Member shall indemnify the other Consortium Member against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings incurred, or brought as a result of its negligence or breach of its obligations under this agreement.

19. DETERMINATION OF DISPUTES AND ARBITRATION

Any disputes arising from the day to day management of the Consortium shall initially be referred to the Board. If the Board cannot resolve the dispute within eight weeks, it shall be referred to the respective Chief Constables who shall endeavour to resolve the matter by unanimous agreement. Failing such agreement within eight weeks of the dispute being referred to Chief Constables, the Chairs of the Police Authorities will be engaged to work with the Chief Constables to find agreement. The decision of the Chairs and Chiefs shall be final and binding.

20. SUPPORT FOR JOINT DOG UNIT

Finance

Hertfordshire will provide financial support to the B&HDU including the compilation of financial information, budget monitoring, forecasting and the production of the accounts for the collaboration in accordance with FRS9.

Legal

All civil/insurance claims will be the responsibility of the home Force of the employee or asset for which the claim relates.

Legal advice not falling into the above category will be provided by the Hertfordshire Legal Services Department.

Logistics

The administration and logistics for the B&HDU will be undertaken jointly by the two forces with the main elements being undertaken by Bedfordshire.

Human Resources

Bedfordshire will provide the first point of contact for HR advice to the Head of the B&HDU with all other services being undertaken by the officers/staff home Force.

The full detail of the support will be subject to a Service Level Agreement separate to this Agreement.

Animal Welfare

Bedfordshire and Hertfordshire Police Authorities currently run separate animal welfare lay visitors schemes, these arrangements will continue in the short term pending the establishment of a joint Bedfordshire and Hertfordshire animal welfare lay visitor scheme.

21. AUDIT

Both Consortium Members produce risk based internal audit plans. The risks relating to the B&HDU will feed into both Consortium Members' risk registers. An internal audit can be commissioned by either Police Authority and any findings will be shared with both Authorities and Forces. Records maintained by either Force in respect of the B&HDU will be accessible to internal audit from either Authority.

22. COLLECTIVE COLLATERAL AGREEMENT

The formation of the B&H DU is based upon negotiated agreement between a number of parties, across a range of issues. The subject of these agreements is detailed at Appendix C.

APPENDIX

APPENDIX A

BEDFORDSHIRE AND HERTFORDSHIRE DOG UNIT REMIT

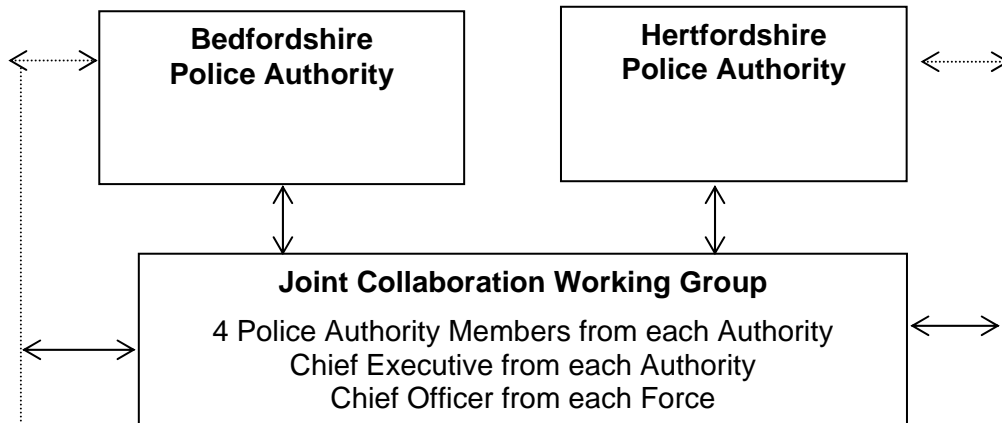
The remit of the B&H DU will essentially be the same as the previously separate units and will be as follows:

- To provide 24/7 response to spontaneous incidents requiring the deployment of police dogs, including firearms incidents, tracking requirements and public order response;
- To provide the capability for a 24/7 response to requirements for police dog searches, e.g. firearms, cash, explosives and drugs searches.

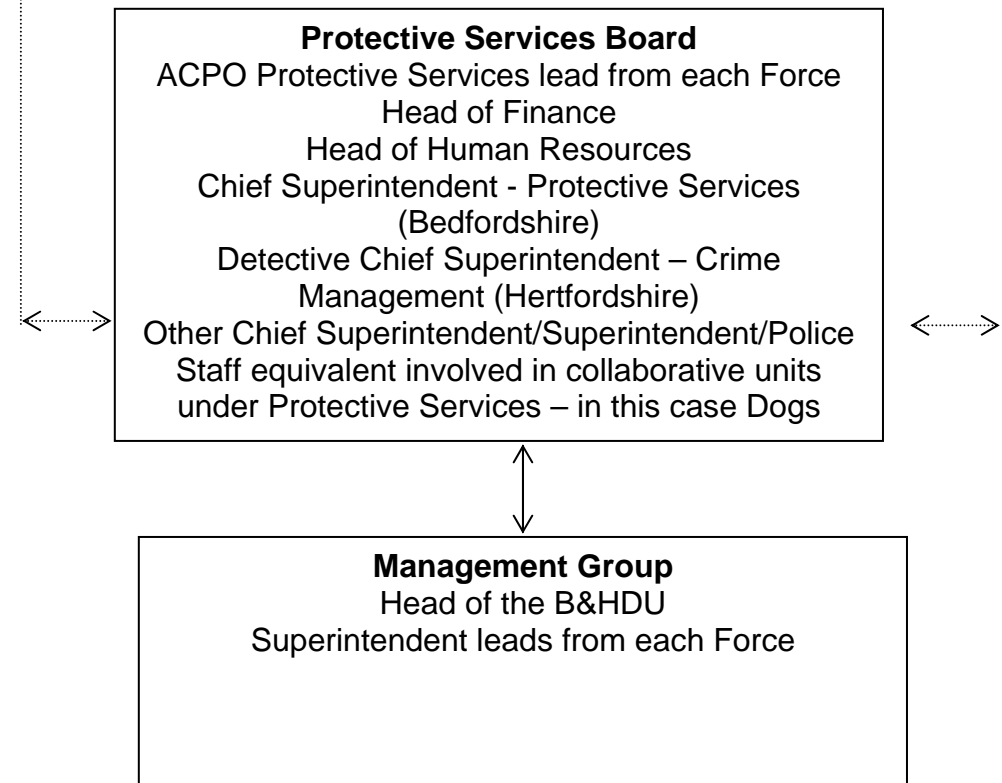
APPENDIX B

REPORTING FRAMEWORK FOR B&HDU

**Police Authority
Overview and Overall Governance**



**Force
Operational Responsibility and Decision Making**



APPENDIX C

COLLATERAL COLLECTIVE AGREEMENT

This Collateral Collective Agreement is between the Police Authorities, the Chief Constables and the Police Federations of Bedfordshire Police and Hertfordshire Constabulary. It forms part of the agreement to progress the establishment of a B&HDU across the two forces.

It relates to:

- Shift patterns,
- Appropriate compensation for officers,
- Role profiles,
- Delivery of an induction training package for officers,
- Working practices and procedures,
- Complaints and discipline.

The detail within each of these areas has been subject to negotiation and agreement and is or will be documented in the B&HDU Operating Manual.

APPENDIX D

IN WITNESS whereof the Members have signed below on the date indicated.

Bedfordshire

<u>Position</u>	<u>Printed Name</u>	<u>Signature</u>	<u>Date</u>
Chief Constable	Gillian Parker		
Police Authority Chair	Peter Conniff		
Police Authority Chief Executive	Stephanie McMenamy		

Hertfordshire

<u>Position</u>	<u>Printed Name</u>	<u>Signature</u>	<u>Date</u>
Chief Constable	Frank Whiteley		
Police Authority Chair	Stuart Nagler		
Police Authority Chief Executive	Andrew White		

FIREARMS



Bedfordshire & Hertfordshire Joint Collaboration Team



HERTFORDSHIRE
CONSTABULARY

Outline Business Case – Executive Summary

Work Strand	Firearms
Current arrangements	<p>Bedfordshire 1 Inspector, 6 Sergeants and 55 constables provide 3 ARVs 24 hours a day (one dedicated to Luton Airport & funded by ACPO TAM grant). 0.5 Police Staff posts.</p> <p>Hertfordshire 1 Inspector, 6 Sergeants and 44 constables provide 2 ARVs 24 hours a day. 1.7 Police Staff posts.</p> <p>Key differences Shift pattern, use of Conflict management model, Command protocols and weaponry</p>
Business case proposal	<p>Single unit made up of:</p> <p>1 C/Inspector (also responsible for other collaborative units, including dogs and civil contingencies), 2 Inspectors, 14 sergeants and 87 constables providing a single training team and minimum of 5 ARVs 24 hours a day (including dedicated Airport car) with an additional ARV at peak period. 3.7 Police Staff posts.</p> <p>Trainers, management and one deployment base at Bedfordshire Headquarters.</p> <p>Second deployment base at Hertfordshire Headquarters.</p> <p>Training facilities at both Headquarters and MOD Chicksands to be used.</p>
Savings	<p>Circa £442k ongoing annual revenue savings (8% saving on current budget).</p> <p>Includes overall net reduction of 7.5 posts.</p>
Set-up costs	<p>Circa £338k – main cost will be associated with improvement of training facility at Bedfordshire</p>

	<p>Headquarters and the move of Bedfordshire FSU from Halsey Road to Bedfordshire Headquarters. HR costs – dependant on negotiation with Federation.</p>
Implementation issues	<ol style="list-style-type: none"> 1) Need to finalise accommodation and associated costs 2) Consultation with staff and management of reduction in numbers 3) Negotiation with Federation and staff over shift pattern and alignment of allowances (SPP). 4) Need to align protocols, procedures and then deliver training to staff at all levels – this will require investment of staff in order to achieve go-live early in 2009/10. <p>NB: Joint Executive Team meeting on 31st October approved: One trainer from each Force to support this work from December 2008. Chief Inspector to be appointed to lead this and other Operational collaborative units (C/Inspector has now been selected and will join the collaboration team as from 9th March 2009).</p>
Target go-live date	Go-live – 1 st July 2009



Bedfordshire & Hertfordshire Joint Collaboration Team



HERTFORDSHIRE
CONSTABULARY

Business Case

Name of Project	Firearms
Date	6 th February 2009
Version	1.11
Author	Ch Insp Jim Saunders

1. Introduction	5
2. Background	5
3. Current Structure	7
4. Demand Data and Remit of Proposed Unit	9
5. Proposed Structure and Location of Unit	100
6. Benefits of the Proposed Unit	12
7. Finance	14
8. Human Resources	16
9. Support Functions	17
10. Senior Management Approval	17
11. Implementation	17
12. Conclusions	177
13. Next Steps	18
14. Appendix A - Bedfordshire and Hertfordshire Joint Firearms Unit	19

1. Introduction

Bedfordshire Police and Hertfordshire Constabulary have been developing a proposal to improve the services provided by their Firearms Units.

This paper sets out the proposal to establish a joint Firearms Support Unit (FSU), including a firearms training team, for Bedfordshire Police and Hertfordshire Constabulary. It sets out the proposed structure and remit of the unit, together with supporting demand data, budgetary details and human resources implications. The joint unit will be a shared service with staff from both forces working alongside each other in line with the approach previously adopted with the creation of the joint Bedfordshire and Hertfordshire Major Crime Unit. This proposal will build on existing longstanding collaborative arrangements between the Bedfordshire and Hertfordshire FSUs.

In developing this proposal four options, as outlined below, were considered:

Option A – A joint training team with both forces continuing to run separate FSUs, with comprehensive Memorandums of Understandings (MOU's) in place to ensure that resources are used more effectively

Implementation of a model based on this option would produce limited benefits, including limited cashable savings and improvements in resilience. However the benefits that would be accrued from a fully integrated joint FSU would not be realised. For example, this model would require the continuance of separate command structures and other supporting functions.

Option B - A single FSU with a joint training and single deployment base

Implementation of a model based on this option would produce limited benefits, including limited cashable savings and improvements in resilience. This option would require the development of a deployment base near to the Bedfordshire and Hertfordshire border. However, given the size of the area that would need to be covered and the travelling distances involved, it is felt that this option is not viable.

Option C - A single FSU with a joint training unit with three deployment bases

Implementation of a model based on this option would produce limited benefits, including limited cashable savings and improvements in resilience. Analysis of demand has shown the hotspot areas as Bedford, Luton, Stevenage and Watford. The implementation of this model would require the acquisition of new deployment bases in the Watford and Luton areas. Initial scoping has indicated that, whilst there may be some small operational benefits in moving to this model, the set up costs are likely to be prohibitive.

Option D (preferred option) – A single FSU with a joint training unit with two deployment bases

Implementation of a model based on this option is considered to be the preferred option as it is believed that it will bring considerable benefits in terms of efficiency and effectiveness. The proposal is to establish a joint training base at Bedfordshire Police Headquarters with the deployment base in Bedfordshire moving from Halsey Road, Kempston to the Bedfordshire Police Headquarters site. The current deployment base at Hertfordshire Police Headquarters would remain.

2. Background

The Joint Police Authority Strategy on Collaboration, which was approved in September 2008, sets out how collaborative arrangements between Bedfordshire Police and Hertfordshire Constabulary will be managed and states that any collaborative arrangement should deliver the following outcomes:

- Improved effectiveness for both forces;
- Improved resilience for both forces;
- Improved efficiencies in both forces, realising cashable and non-cashable savings for re-investment;
- A service structure and operating methods which are 'fit for purpose', taking account of new and emerging developments and which will meet future foreseeable demands for the next 3-10 years;
- Plans which close the gaps identified within the respective Protective Services Improvement Plans (where applicable);
- Methods of operating which are equally viable under any force or governance structure;
- Improved and enhanced customer service across the two counties.

2.1. Firearms Support Units

The increase in gun and knife related crime, combined with an increased threat from domestic extremism and international terrorism, has necessitated an increase in the police use of firearms. All police forces in England and Wales now have FSUs which include dedicated ARV's (ARVs) providing a 24/7 highly visible response capability. In addition, all forces have the capability to respond to events and incidents that require the deployment of specialist firearms officers. Events and incidents requiring the deployment of specialist firearms officers include VIP visits and the execution of search warrants where officers are likely to face criminals who have access to firearms.

Specialist firearms officers include those trained in the following skills:

- Close Protection Officers – these officers are trained in specialist VIP protection procedures;
- Rifle Officers – these officers are trained in the use of rifles. These weapons are used in a variety of different situations including certain VIP protection operations;
- Dynamic Entry Officers – these officers are trained to enter building in situations where there is an immediate or imminent risk presented by persons who are believed to have possession of or immediate access to firearms.

Firearms officers require high levels of training. Every firearms officer requires a minimum of 20 days basic refresher training per year; officers with an additional specialism require further training. Rifle officers require 13 days additional training per year, dynamic entry officers require 10 days additional training per year and close protection officers require 6 additional days training per year.

FSU Officers are equipped with a range of less lethal options including taser stun devices and baton guns. Currently the use of taser devices is restricted to firearms officers, but the Home Office have recently approved a roll out of taser to non-firearms officers effective from 1st January 2009. Plans are well advanced in Hertfordshire to extend the use of taser to a number of non-firearms officers on each BCU. Bedfordshire are currently reviewing their approach to the use of taser.

The FSU is also responsible for the delivery of all operational firearms training, including taser training as well as command training for Bronze, Silver and Gold Commanders. The FSU are also responsible for the provision of tactical advice to firearms commanders in all spontaneous and pre-planned deployment of firearms officers.

3. Current Structure

3.1. Bedfordshire

The County of Bedfordshire is split into two territorial Policing Divisions, with its Firearms Support Unit and its Firearms Training function situated in the north of County Division. The FSU is based at Halsey Road, Kempston and the Firearms Training function at the headquarters site which is also in Kempston. The facilities at Halsey Road are cramped and outdated. The facilities at Headquarters also have a number of limitations. For example, the range has no drive-in facility and there is a lack of proper storage facilities for ancillary FSU equipment. In addition the current situation is that some operational weapons are stored with training weapons and the audit and control systems for the issue and return of weapons and ammunition relies on a paper based system.

The facilities at Headquarters include:

- An indoor 25m handgun/ baton gun range;
- An Armoury;
- A classroom/briefing room/FATS simulator room;
- A Trainers Office.

In addition the following facilities are within a short distance of the Headquarters site:

- An outdoor 100 metre carbine/ rifle/shotgun range at Ireland, Bedfordshire. This facility is on land leased by Bedfordshire Police for a peppercorn rent;
- A 50 metre outdoor range for handgun, carbine and shotgun practice at MOD Chicksands, near Shefford, Bedfordshire. This facility is located on a military site to which Bedfordshire Police have access without the prior need for a formal contractual agreement.

The Force has no tactical training areas under its own control. Venues are generally disused buildings which are utilised by Bedfordshire Police under short term agreements with the owners.

The FSU is led by an Inspector and is split into two functions, i.e. Armed Response and Training. The Armed Response Unit consists of five sergeants and 50 constables. The training team consists of one sergeant and five constables and a part time police staff post.

The five teams which make up the Armed Response Unit work a rota system of 12 hour, four on four off shifts. The Armed Response Unit provides 24/7 cover comprising three double-crewed ARV's and a Firearms Bronze Commander. 24/7 tactical advice is also provided by six officers from within the training section of the unit, with two officers on the FSU providing support as required. Response to pre-planned firearms incidents is provided by the team that is on its training week, with informal on-call arrangements being in place to cover overnight and weekends. Officers with specialist skills for Dynamic Entry (DE), Close Protection (CP) and Rifle Skills are spread across the teams.

Bedfordshire Police currently contribute to the provision of a regional armourer; this arrangement has now ceased leaving the force to make temporary arrangement to cover this role.

One of the Beds ARVs is dedicated to the policing of Luton Airport (Operation Mayfield) and is paid for by ACPO TAM funding. This funding is included in the table below, with a corresponding income budget.

BEDFORDSHIRE	
Rank / Grade	FTE
Inspector	1.0
Sergeants	6.0
Police Constables	55.0
Police Staff	0.5
TOTAL FTE STAFF	62.5
PAY BUDGET (for above staff)	£ 3,047,900
Supplies & Services	£ 107,500
Travel	£ 146,600
Equipment	£ 3,700
Training	£ 45,000
Consultancy (Regional Armourer)	£ 12,700
Total Non Pay Budget	£ 315,500
Mayfield Grant Income	- £ 715,800
TOTAL BEDFORDSHIRE BUDGET	£ 2,647,600

3.2. Hertfordshire

The County of Hertfordshire is split into three Policing Areas, Eastern, Western and Central. The FSU is based at the Force's Headquarters site in Welwyn Garden City, which is situated in the Central Policing area.

FSU facilities on the Headquarters site include:

- A 25 metre outdoor range;
- An armoury for all training and specialist weapons;
- An armoury for daily use of ARV crews;
- A classroom / briefing room.

The facilities at Headquarters are limited and somewhat cramped. There is no dedicated FATS Simulator room and storage space for ancillary equipment is limited.

Other training venues are hired for shooting and tactical training and include local privately owned premises, for example the former St. Albans Fire Station. Other forces' and military facilities are also used as required.

The force has no tactical training areas under its own control. All venues are generally disused buildings which are utilised by Hertfordshire Constabulary under short term agreements with the owners.

The FSU is led by an Inspector and is split into two functions, i.e. Armed Response and Training. The Armed Response Unit consists of five sergeants and 38 constables and the training unit consists of a sergeant and six constables. The unit is also supported by two police staff members whose principle function is the tasking and co-ordinating of FSU and Dog Unit staff.

The six teams that make up the armed response unit work a variable shift pattern consisting of nine or ten hour shifts. The Armed Response Unit provides 24/7 coverage comprising two double-crewed ARV's and a Firearms Bronze Commander. 24/7 tactical advice is provided by six officers from within the unit. Response to pre-planned firearms incidents is provided by the team that is on its training week, with formal on-call arrangements being in place to cover overnight and weekends. Officers with specialist skills for Dynamic Entry (DE), Close Protection (CP) and Rifle Skills are spread across the teams.

Hertfordshire Constabulary currently contribute to the provision of a regional armourer; this arrangement has now ceased leaving the Constabulary to make temporary arrangement to cover this role.

HERTFORDSHIRE		
Rank / Grade	Role	FTE
Inspector		1.0
Sergeants		6.0
Police Constables		44.0
Police Staff		1.7
TOTAL FTE STAFF		52.7
PAY BUDGET (for above staff)		£ 2,402,400
Supplies & Services		£ 83,500
Travel		£ 168,600
Equipment		£ 7,500
Training		£ 111,000
Consultancy (Regional Armourer)		£ 9,000
Total Non Pay Budget		£ 379,600
TOTAL HERTFORDSHIRE BUDGET		£ 2,782,000

The combined budget for both forces is £5,429,600, representing an approximate contribution between the Forces of 48.8 % Bedfordshire and 51.2 % in Hertfordshire.

4. Demand Data and Remit of Proposed Unit

4.1. Demand

The number of firearms officers, including specialist officers, required by both forces is determined by their Strategic Threat and Risk Assessment (STRA). The STRAs are completed on an annual basis and are a requirement set by the National Policing Improvement Agency (NPIA). The STRA gives consideration to the threats and risks presented by firearms related crime and the level of demand created by the need to deploy firearms officers to deal with these threats.

In order to gauge the potential workload of a joint Bedfordshire and Hertfordshire Firearms Unit, demand data for the two forces has been examined for the past three years. The resource demand data relates to all incidents attended by firearms officers. This data, which is set out in the below table, shows an average split of 45% Bedfordshire and 55% Hertfordshire. These incidents include road traffic accidents, domestic incidents and a wide range of routine incidents. The reason for firearms officers attending these non firearms related incidents vary, but is often dictated by their availability and proximity to these incidents as they occur.

The average split between Bedfordshire and Hertfordshire for spontaneous deployments (in role as firearms officers) is 78% and 22% respectively and for pre-planned firearms deployments, the same split is 35% and 65%.

Firearms unit demand 2005 to 2008

		Bedfordshire			Hertfordshire		
		2005/06	2006/07	2007/08	2005/06	2006/07	2007/08
Resource Demand*	Count	8,407	8,237	7,439	8,953	10,260	10,058
	Percent	48%	45%	43%	52%	55%	57%
Spontaneous	Count	558	637	964	118	211	281

Deployments	Percent	83%	75%	77%	17%	25%	23%
Pre-Planned Deployments	Count	41	24	46	42	69	101
	Percent	49%	26%	31%	51%	74%	69%

*All Incidents to which at least one Firearms Unit Resource was deployed in or out of role

The number of spontaneous deployments of firearms officers in an armed capacity is notably higher in Bedfordshire than in Hertfordshire. The reasons for this are complex. The NPIA was invited to review deployment practices in both Forces and have recommended that a standardised approach is adopted for the joint unit.

An additional factor may also be that up until the 24th November 2008 Hertfordshire officers were overtly armed and Bedfordshire officers were not. This difference in arming practice may have influenced the deployment decisions made by the Control Room Inspectors.

Both Bedfordshire and Hertfordshire ARV officers are now overtly armed.

Analysis of demand data has shown that daily demand for firearms officers to attend incidents in an armed capacity remains constant throughout the week with slight increases from Friday to Sunday. Incidents rise from 1100 and peak at 2100, falling back sharply after 0200. Saturday and Sunday nights are the busiest periods of the week. Urban areas have the highest demand with particular hotspots being evident in Stevenage, Watford, Bedford and Luton. Demand for firearms officers to attend firearms related incidents across the two counties amounts to an average of four incidents per 24 hours.

The number of pre-planned firearms incidents in Hertfordshire is higher than in Bedfordshire and the number of pre-planned operations across the two counties amounts to an average of three operations per week.

The data in the above table demonstrate that firearms officers attend a large number of incidents that do not require the specialist skills of a firearms officer.

4.2. Demand for Specialist skills

The Bedfordshire and Hertfordshire FSUs currently have a total of 85 officers who are trained in specialist firearms skills. Demand for the use of officers with specialist skills is low; analysis shows that officers who are rifle trained are likely to be used less than once a year in this role, close protection trained officers are likely to be used about three times and dynamic entry trained officers are likely to be used less than twice a year. Despite demand being low there is a need to maintain a certain number of specialist officers in order that resilience is maintained to meet both local, regional and national commitments.

4.3. Remit

The remit of the proposed joint Bedfordshire and Hertfordshire firearms unit will be as follows:

1. To provide 24/7 response to spontaneous incidents requiring the deployment of firearms officers.
2. To provide the capability for a 24/7 response to pre-planned incidents and operations requiring the deployment of firearms officers.

5. Proposed Structure and Location of Unit

5.1. Structure

An organisation structure chart for the proposed new unit is attached at Appendix A

The proposed joint Bedfordshire and Hertfordshire Firearms Support Unit will be lead by a chief inspector who will also have responsibility for other collaborative units, including the joint

dog unit, civil contingencies and operational planning units (subject of separate business cases). The proposed new unit will consist of two inspectors 14 sergeants and 87 constables and will be supported by four members of police staff; this will include a full time armourer role which was previously funded on regional basis. The unit will consist of six operational teams made up of two sergeants and 13 constables and a training team of two sergeants and nine constables. The training team will provide firearms commanders with 24/7 access to tactical advice, as well as providing a pool of officers with a variety of specialist skills. The training team will also provide additional operational capacity at times of peak demand.

It is proposed that a new variable shift pattern be introduced (subject to agreement), which will consist of a mixture of eight and nine hour operational shifts and which will provide 24/7 cover from at least five double crewed ARVs (including the Operation Mayfield car). Of the ten officers on duty, at least two will be trained to fulfil the role of Bronze Commander. These officers will be part of the crew of an ARV and as such will be used in an ARV response role until they are required to fulfil the Bronze Commander role. It is believed that, given the level of demand, these officers will be able to meet the requirement of both roles.

In addition, where resources allow a further two officers from across the FSU will be used to staff a sixth ARV to cover periods of high demand every day.

Firearms officers require a high level of training and the proposed shift pattern will therefore have nine built-in training days per annum as well as a training/on call week every six weeks. Officers on the training/on call week will use this time to complete a training programme as set out by the NPIA. In addition they will be used to support pre-planned firearms operations and to provide an on call response to incidents which occur outside normal working hours. Where required they will also support the provision of ARV cover.

Between the two forces there are currently 85 officers who are trained in specialist skills. Initial indications are that the number of specialist officers could be reduced significantly without compromising operational effectiveness. The current proposal is that the number of specialist trained officers be reduced from 85 to 56.

It is believed that this reduction is commensurate with the current threat and risk levels across the two counties. It is believed that this reduction in the number of specialist officers will in no way diminish the two forces ability to meet any foreseeable mutual aid commitments.

5.2. Location

It is proposed that the firearms deployment base in Bedfordshire is moved from Halsey Road, Kempston to the Bedfordshire Police Headquarters site and that the joint training team is also based at this location. It is proposed that the firearms deployment base in Hertfordshire remains at Police Headquarters in Welwyn Garden City.

It is proposed that existing arrangements for access to the 50m range be formalised with MOD Chicksands and that opportunities to build or adapt a building for use as a skills/tactics house are explored.

These moves will necessitate a number of improvements and alterations being made to the existing range, armoury, storage facilities and office accommodation at Kempston.

Alterations and building work at Bedfordshire Police Headquarters will include an extension to the current trainers' office, an upgrade to the current range (also necessary to meet changing Health and Safety standards), and the equipping of a second armoury so that training weapons and operational weapons can be stored separately. Office space for the FSU and new locker rooms will be located in the space freed up by the proposed move of the dog unit and the chemical laboratory from the Headquarters site.

Anticipated benefits include:

- A more efficient use of training facilities

- Improved working accommodation and storage facilities for Bedfordshire FSU Officers
- Co-location of the training team, FSU Sergeants and Inspector will improve management resilience
- Freeing up of space at Halsey Road, Kempston will allow the Kempston Safer Neighbourhood Policing Team to move into this accommodation.

In line with the cost/benefit allocation principles that have been developed to underpin the collaboration programme it is proposed that any costs incurred in refurbishing premises to accommodate joint units are borne by the respective home Force, and an annual rent charged to the other Force. Hertfordshire training staff will be located at Kempston, and based on the low numbers of staff, a suggested notional rent of £5,000 be payable by Hertfordshire to Bedfordshire. In addition it is recognised that Hertfordshire firearms officers will be using Bedfordshire facilities. A suggested rent based on the extension of facilities to accommodate the proposed joint unit is £20,000 payable by Hertfordshire to Bedfordshire.

Costs and rental charges are set out in paragraph 7.5.

5.3. Governance

It is proposed that this unit is overseen by the management board similar to the one that has already been established in respect of the Bedfordshire and Hertfordshire Major Crime Unit. This board would be made up of appropriate senior managers from both forces with responsibility in respect of demand, performance and budget monitoring together with the delivery of the proposed benefits.

As with other collaborative initiatives it is proposed that Police Authority oversight of performance of the new joint unit takes place within existing performance scrutiny processes in each force. Delivery of benefits and ongoing developments of the unit would be overseen by the Bedfordshire and Hertfordshire Police Authorities' Joint Collaboration Working Group who will make recommendations back to the two full Authorities.

6. Benefits of the Proposed Unit

6.1. Capability

The establishment of a joint training team with improved access to training facilities will lead to the delivery of an improved training programme.

Reducing the number of officers trained in specialist skills will lead to these officers using these skills more frequently. This increase in experience should lead to an increase in the expertise of these officers.

The proposed use of the trainers to cover some operational shifts will ensure that these officers maintain their operational competence and credibility.

6.2. Capacity

The forming of a joint Bedfordshire and Hertfordshire FSU will mean there is the opportunity for more flexibility in the deployment of ARV resources across Bedfordshire and Hertfordshire. In addition, this proposal will mean there will be a larger pool of officers available for deployment to pre-planned operations across Bedfordshire and Hertfordshire.

The proposal to reduce the number of specialist officers by 29 will mean there will be in the region of 290 less days in which officers are abstracted for training. It is anticipated that this reduction in training abstractions will lead to significant improvements in operational resilience.

The implementation of a new shift pattern will ensure that there will be a minimum of five ARVs across Bedfordshire and Hertfordshire, with a sixth ARV provided during periods of

high demand.

6.3. Cashable

There will be a reduction of 7.5 posts which will generate savings of approximately £315,000 per annum.

Additional savings will be achieved through non staff related costs of approximately £111,000 per annum. These savings have been achieved largely through the reduction of external training costs. Further savings of £16,000 have been generated through a reduction in overtime payments, giving a total overall savings of approximately £442,000.

6.4. Non-Cashable

It is proposed to increase the management oversight of the FSU and training function by introducing a new chief inspector post and two new sergeant posts.

Moving the Bedfordshire officers from a four on four off shift pattern to a new variable shift pattern will lead to increased visibility of officers as each officer will be at work for an additional 50 days per year.

It is proposed that Bedfordshire purchase the ARMS system which is currently used by Hertfordshire. This system will ensure that the issue of weapons and ammunition is properly recorded and audited. It is further proposed that Hertfordshire purchase the Chronicle system which is currently used by Bedfordshire. This system, which links to the ARMS system, will ensure that training records are properly maintained and audited.

The proposed building works at Bedfordshire Police Headquarters will ensure that best practice is followed by providing a separate armourer workshop, separate armouries for training and operational weapons and a dedicated weapons cleaning area.

6.5. Speed of Achievement

Subject to Police Authority approval the implementation of the preferred option will require a phased implementation plan. It is suggested that the Police Authorities carry out a formal review of progress at the end of phase 1 and before the commencement of phase 2.

An outline of the proposed implementation plan is set out below:

Phase 1 (Dec 08 – April 09)

- Appoint the new head of the joint unit and establish a small implementation team (following approval by the Forces Executive Teams and the Joint Bedfordshire and Hertfordshire Police Authority Collaboration Working Group the Chief Inspector has now been recruited and will join the collaboration team on 09/01/09. Two FSU Officers have been seconded to the collaboration team as from 01/12/08).
- Review all firearms related standard operating procedures, command protocols and associated policies and procedures. Align these documents as necessary and ensure ratification in both forces.
- Formulate and instigate a training programme to include command training, practitioner and general firearms awareness training across the two forces.
- Work with NPIA to establish licensing requirements for any new joint training function.
- Establish joint command rotas, tactical advice and other supporting rotas.
- Ensure that all ICT issues are addressed, e.g. airwave configuration, inventory systems alignment, use of common duty management system.
- Work with MOD Chicksands to formalise access to their range and other training facilities.
- Complete joint strategic threat and risk assessment (to be complete by Feb 09).

Phase 2 (April 09 - July 09)

- Establish a joint Bedfordshire and Hertfordshire FSU, with a single variable shift pattern for operational officers.
- Implement joint command and other supporting rotas.
- Establish a joint training team located at Bedfordshire Police Headquarters (this is dependant on the chemical lab moving to Hertfordshire Constabulary Headquarters).
- Move the Beds FSUs deployment base from Halsey Road, Kempston to Bedfordshire Headquarters (this is dependant on Beds Dog unit moving to new base at RAF Henlow).

7. Finance

7.1. The 2009/10 Budget for the proposed new structure

Rank / Grade	FTE
Chief Inspector	1
Inspector	2
Sergeants	14
Police Constables	87
Police Staff	3.7
TOTAL FTE STAFF	107.7
PAY BUDGET (for above staff including overtime budget of £292,100)	£ 5,119,300
Supplies and Services	£ 179,600
Training	£ 81,000
Vehicles	£ 314,800
Equipment	£ 8,800
Total Non Pay Budget	£ 584,200
Mayfield Grant Income	- £ 715,800
TOTAL BUDGET	£ 4,987,700

The table above, as referred to in paragraph 3.1, includes ACPO TAM funding as referred to in paragraph 3.1. Pay, overtime and non-pay budget, and corresponding income budget are included.

The overtime allocation is based on current levels of overtime for both forces reduced in proportion to the reduction of 7.5 posts.

Whilst an equipment budget is included for ongoing needs (including weapons), it should be noted that any future substantial equipment needs (e.g. standardisation of weaponry) would need to be subject to separate capital bids to both respective Forces (or Police Authorities dependent on amounts required).

7.2. Cost and Benefit Allocation

Detailed work to establish the principles for the equitable allocation of one off set up costs and future ongoing running costs of proposed collaborative initiatives between the two Forces recommends a sharing of costs on a Bedfordshire 35%, Hertfordshire 65% basis unless there is demand data in respect of that function suggests this ratio is not equitable.

In firearms such a split is not viable based on the demand data (see paragraph 4.1 above) but also given the fact that firearms capability is determined by risk as well as demand.

It is therefore proposed that the costs are apportioned broadly in line with current budget in each force (the slight adjustment to 49%/51% is for ease of calculation):

	Current Budget	Proposed Structure	Efficiencies
Beds	£ 2,647,600 (48.8%)	£ 2,444,000 (49.0%)	£ 203,600 (7.7%)
Herts	£ 2,782,000 (51.2%)	£ 2,543,700 (51.0%)	£ 238,300 (8.6%)
Combined	£ 5,429,600 (100%)	£ 4,987,700 (100%)	£ 441,900 (8.1%)

A further recommendation of the principles paper is that this ratio is checked annually (with a fundamental review triennially) against the available long-term demand data and that any significant discrepancies to the budget apportionment be explored to identify whether an alternative approach can be justified in future years.

NB: If the unit goes live from 1st July the efficiencies for the 2009/10 financial year will be a total of £331,400 (£162,400 for Bedfordshire and £169,000 for Hertfordshire).

7.3. Set Up Costs

In line with the general principle in respect of estates being applied to Collaboration, alterations and building work at Bedfordshire Police Headquarters, as referred to in paragraph 5.2, are to be funded by Bedfordshire. In addition, ICT and furniture costs associated with moving Bedfordshire FSU officers from Halsey Road, Kempston to Bedfordshire Police Headquarters would also be funded by Bedfordshire.

The table below summarises these costs

Bedfordshire Funded Set Up Costs	Total
Locker Room Building Work - (Bedfordshire)	£ 5,000
Alterations to Firing Range	£ 80,000
Alterations to Office Accommodation Space	£ 25,000
Classroom / Operational Armoury	£ 15,000
Target Turners	£ 25,000
Racking / Storage	£ 20,000
Car Parking	£ 10,000
Beds FSU move to HQ (ICT and furniture)	£ 33,300
TOTAL	£ 213,300

It is proposed to establish a joint firearms training base at Bedfordshire Police Headquarters, and attributable costs in setting this up would be shared between Bedfordshire and Hertfordshire. It also proposed to upgrade the IT system (Chronicle) which both forces use to manage firearms deployment, training records and the issues of weapons, and this cost would also be shared.

Other costs include launch day, handbook and stationery

Shared Set Up Costs	Beds Share	Herts Share	Total
Training Unit (ICT and furniture)	£ 27,200	£ 28,300	£ 55,500
Other Costs	£ 3,350	£ 3,450	£ 6,800
HR *	£ 30,400	£ 31,700	£ 62,100
Total	£ 60,950	£ 63,450	£ 124,400

* see paragraph 7.4 below

7.4. HR Costs

The HR costs included are for travel expenses, which will be spread over three years, and are based on a similar agreement to that used for the Bedfordshire and Hertfordshire Major Crime Unit. These travel expenses relate to Hertfordshire trainers who will be required to move their work base to Bedfordshire Police Headquarters.

7.5. Summary of financial implications

The table below brings together unit efficiencies, premises refurbishments, rental charges and HR costs to summarise the overall financial impacts.

ONGOING ANNUAL EFFICIENCIES	Beds	Herts	TOTAL
Current Structure	£ 2,647,600	£ 2,782,000	£ 5,429,600
Proposed Structure	£ 2,444,000	£ 2,543,700	£ 4,987,700
Efficiencies	£ 203,600	£ 238,300	£ 441,900
Rent payable for Training Office space	£ 5,000	- £ 5,000	
Rent payable for use of Training Facility	£ 20,000	- £ 20,000	
Total	£ 228,600	£ 213,300	£ 441,900
ONE OFF SET UP COSTS			
Premises	£ 213,300		£ 213,300
Shared Set Up Costs – HR	£ 30,400	£ 31,700	£ 62,100
Shared Set Up Costs – other	£ 30,550	£ 31,750	£ 62,300
Total	£ 274,250	£ 63,450	£ 337,700

8. Human Resources

The proposal is for a single base for training staff whilst operational officers will be based at one deployment base in Bedfordshire and one in Hertfordshire.

The formal agreement to be drawn up under Section 23(1) of the Police Act 1996 detailing how the consortium is to be managed will confirm that officers shall continue as sworn constables of their current force irrespective of their place of work and that their pay, welfare, pensions, terms and conditions, annual appraisals and all other respective employment and service matters shall remain the responsibility of that Consortium Member. The Section 23 agreement will further detail how the respective chief constables will deal with issues such as direction and control of staff and officers in particular circumstances.

The structure of the unit and the allocation of posts for each force will be progressed in due course. Arrangements such as how officers are to be recruited to the unit, (particularly given the proposed decrease in officer numbers), progression within the unit and the provision of support functions such as finance and HR will also be agreed.

Differing terms and conditions between officers of the two forces will be looked at further as part of the establishment of this and other collaborative units with a view to providing parity as and when appropriate. There may also be some scope for agreement to be reached between the two forces around the harmonisation of HR policies and procedures.

Human resource related costs that would be incurred with the establishment of a joint unit, include compensation for additional travel costs. The latter, and other key HR matters related to the establishment of the unit including the proposed changes to shift patterns, will form part of the programme of issues that will be the subject of the negotiation/consultation process with the Federations in Bedfordshire and Hertfordshire.

9. Support Functions

The provision of support services such as finance and HR will need to be determined jointly by the Heads of service of each Force in order to ensure the most practical and best possible means of delivery recognising the need for suitable distribution of workloads for all collaborative ventures across both Forces.

10. Senior Management Approval

This business case was approved by the Collaboration Programme Board on 15th December 2008. It was also considered by:

- The Bedfordshire and Hertfordshire Police Authorities' Joint Collaboration Working Group meeting on 12th January 2009
- The Bedfordshire & Hertfordshire Joint Executive Team meeting on 16th January 2009

Formal approval is now sought from the two Police Authorities in order that implementation can be progressed

11. Implementation

The proposed date to begin to bring together the Bedfordshire and Hertfordshire FSU's is 1st July 2009. The business case is now formally presented for approval by the two Police Authorities on the following dates:

- 13th February 2009 – Bedfordshire Police Authority
- 20th February 2009 – Hertfordshire Police Authority

If both authorities approve the business case then, following consultation with staff, a detailed implementation plan will be developed. The new head of unit will have overall responsibility for the implementation plan.

Implementation will involve looking at a number of key areas within both Forces which involve staff, infrastructure, policies, procedures and processes. Detailed below are some of those key areas; however the list is not exhaustive:

- Recruitment process for new posts
- Shift pattern agreement
- Accommodation
- Policies and Processes
- ICT
- Command structures and protocols
- Equipment

The implementation plan will be in two phases, as set out at section 6.5 above. Further approval will be sought from the Police Authorities to move from the 1st to 2nd phase.

12. Conclusions

Firearms is a highly specialised area of policing where requirements are dictated by assessment of both demand and risk. The recommendations within this business case will allow the current and future demand and risk for firearms within Bedfordshire and Hertfordshire to be met with less staff but with increased capacity at periods of highest demand.

13. Next Steps

A detailed implementation plan will be developed by the project team in consultation with the with the new head of the joint unit

Once phase one of the implementation plan has been completed then a Section 23 agreement will presented to the two Police Authorities for approval.

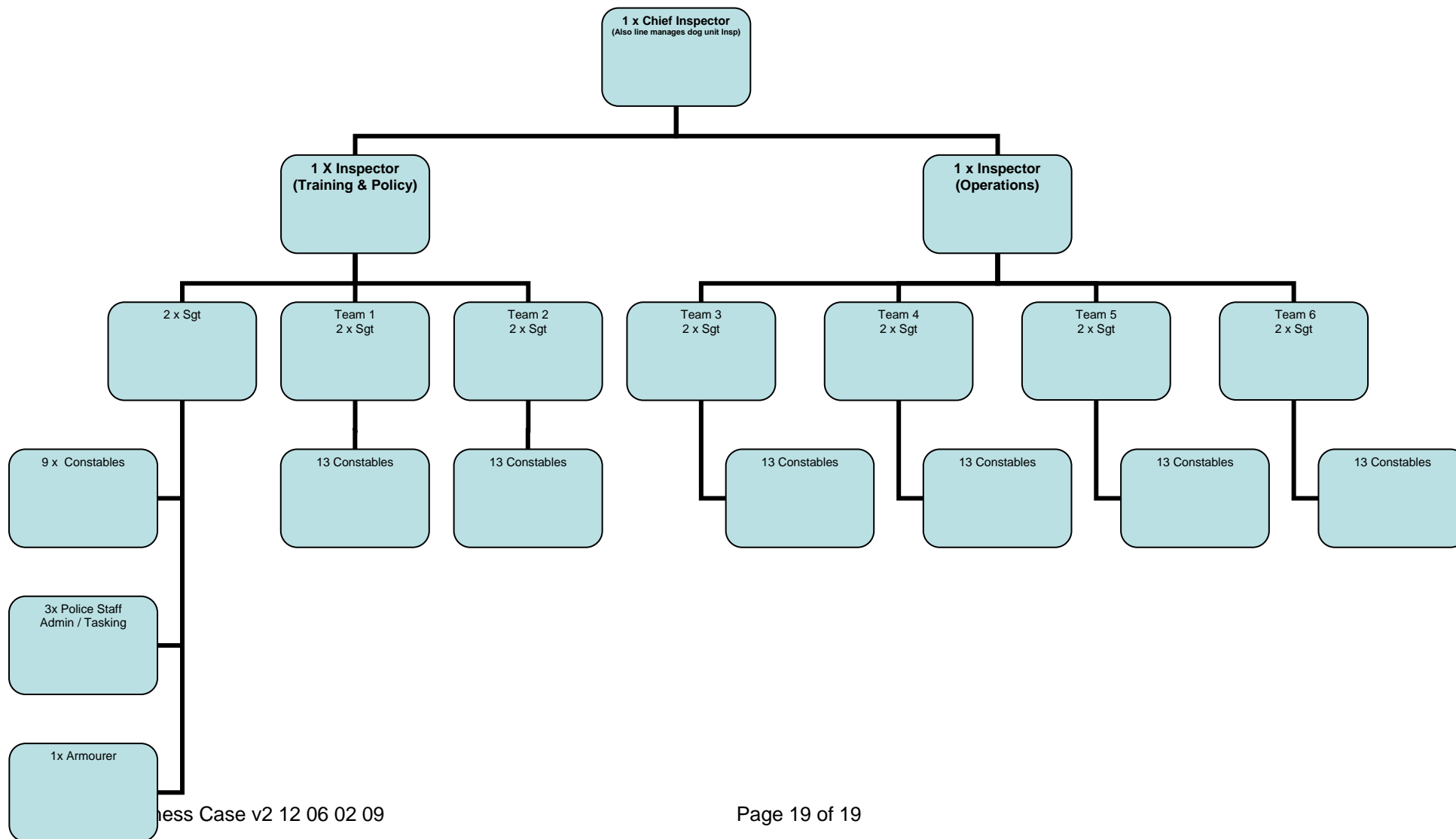
Both forces will be establishing robust management arrangements and some of the processes that will need to be developed include a review of the utilisation of unit by both forces enabling future budgets to be determined.

The firearms training staffing levels proposed in the business case are based on the predicted levels of training demand for the new collaborated unit. One of the factors in determining these levels is the anticipated number of taser users across Bedfordshire and Hertfordshire. Plans are well advanced in Hertfordshire to extend the use of taser to a number of non-firearms officers on each BCU. Bedfordshire are currently reviewing their approach to the use of taser. Once the position in Bedfordshire becomes clear there will be the need to consider the options for the delivery of taser training and the staffing implications of these options.

A formal review will take place 12 months after the go live date.

14. Appendix A

Bedfordshire and Hertfordshire Joint Firearms Unit



PERFORMANCE COMMITTEE

3 February 2009

PRESENT

Mr B Spurr (In the Chair)

Mr T Brown, Mrs P Fletcher, Ms C Atkins, Mr P Conniff, Mrs L Hockey,
Mrs K Johnson, Mr V Lee and Mr R Younger

Mrs E Horrocks also attended the meeting.

Apologies for absence were received from Mr S Choudhry, Mr L Denny and Mr
Pantling.

09/pb/1 **MINUTES**

The minutes of the meeting held on 4 November 2008 were confirmed.

09/pb/2 **MATTERS ARISING**

08/pb/31- Strategic Review of Drugs

The Chief Executive/Treasurer advised that progress on the development of the work to reduce drug related crime would be considered at the Authority's seminar in July.

Mr Lee currently represented the Authority on the Bedford Drug Action Team and as he would be retiring from the Authority on 31st March he considered that it would be beneficial for the Authority to continue to be represented on the Team. He also mentioned that the Authority was not currently represented on the Luton Drug Action Team and considered that the Authority's representation on that body would also be beneficial. Members agreed that representation on both these bodies be progressed.

09/pb/3 **DECLARATIONS OF INTEREST**

There were no declarations of personal or prejudicial interests from Members.

09/pb/4 **THIRD QUARTER PERFORMANCE REVIEW**

The Committee considered a report from the Chief Constable which provided a summary of performance against targets for the third quarter of 2008/2009. Performance was shown in relation to the four core services identified in the 2008/09 Annual Policing Plan (neighbourhood policing, incident response crime management and protective services) together with current performance in the areas of citizen focus and resource management.

A traffic light approach had been used to illustrate current performance against the target and improvement against 2007/08.

Appended to the report was a summary of the current forecast on the outcome of the 2008/09 budget and on the current level of Police Officer vacancies.

It was noted as far as possible the latest I Quanta data issued by the Home Office had been included in the report.

Highlights from the performance report are detailed below

(a) Citizen Focus

Performance in relation to victim satisfaction with 'Whole Experience' had continued to improve and was now at 80.5% which was just below the target of 81%.

The improving trend was now reflected in all of the four categories of victim satisfaction (treatment, ease of contact, actions and follow up). Members noted that satisfaction around treatment, whilst not meeting the local target, was a strong performer against peers in the group of Most Similar Forces (MSF). The Force continued to fall short of targets in relation to the comparative satisfaction of White/BME victims and satisfaction with racist incidents, although the recent trend for the latter measure was improving.

The improvements seen in this area had been due, in the main, to the Citizen Focus Programme. Initiatives such as INFORM 2 highlighted inconsistencies in the approach to keeping people informed. The Force had prioritised a victim and witness journey mapping and a specific post had been established to identify and make recommendations to systemise the call back process. Resources had also been realigned in the Citizen Focus Programme and BME satisfaction improvement was now a priority area.

It was noted that the Force would be inspected later in the year on its delivery of the policing pledge and leads for the various work streams had been appointed.

(b) Neighbourhood Policing

As neighbourhood policing continued to be embedded the confidence in Bedfordshire Police had maintained a positive trend and was close to the target. Local outcomes associated with neighbourhood policing were improving in most areas in comparison to 2006/07.

It was noted that fear of crime measures were no longer measures at Police Force level. However the Force would be monitoring this through the Citizen Panel survey and the Neighbourhood and Citizen Focus Projects. The new single confidence measure had been incorporated into the data. Of concern to the Force was the lack of clarity around how other partners would be held to account in delivering this measure.

With regard to initiatives, a Neighbourhood Policing Embedding Team had been established during November 2008. The priorities database went live on 19th January 2009. This was a tool that enabled the police and partners to record neighbourhood problems, allocate priorities and monitor progress. Discussions were taking place to incorporate the PREVENT Strategy into the new system.

(c) Incident Management

Targets for incident response performance were measured by the percentage of emergency calls attended within target timescales and emergency and non emergency call handling.

From 1st January 2009 the timescales set in the Policing Pledge for attending emergency calls had been adopted. The response time for urban incidents was now 15 minutes and 20 minutes for rural areas. Performance against the 15 Minute timescale indicated that 89 -90% of calls were attended within the response time. This performance was an improvement on the local measure which had been a 10 minute target time for urban response and proved to be a stretching target given the problems such as traffic congestion particularly in Luton.

(d) Crime Management

Recorded crime and sanction detection rates continued to improve across a wide range of crime management performance.

Of particular note was the 12% reduction in robbery and 7.8% rise in the detection of robbery. There had however been an increase in domestic burglary during late December and January. This was now beginning to reduce because of the pro activity of the Force. The ACC (Territorial Policing) orally reported on the initiatives that had been undertaken with partners across the County which had led to a number of arrests.

Sexual offences had also risen. As reported at the last meeting recording practices had been revised to comply with Home Office guidelines which had resulted in a steep rise. This had plateaued in recent months.

The latest OBTJ performance data to end July 08 as presented in the October 2008 Bedfordshire Criminal Justice (BCJB) had indicated that Bedfordshire was performing relatively well compared to the national and Most Similar Group picture for Tier 1 (Serious Sexual and Violence) and for Tier 3 (other) OBTJ. Challenges remain in relation to the Tier 2 (Serious Acquisitive Crime) OBTJ but was an improving picture.

Current performance in relation to relevant LAA (Local Area Agreements) target areas was also provided. The LAA results were mostly better than or close to target based on forecast outturns from data to the end December 2008.

Improvements to crime management performance continued to be driven through the CISIP initiative and supported by the triggered reviews and monitoring process as part of the Force Performance Improvement Board. The recent Board in October 2008 had continued to prioritise burglary dwelling offences. The recommendations made in the review related to the County Division and had been acted upon. Additional reviews had focused on serious violent crime The Serious Violent crime review had highlighted changes in recording practices as the primary cause for increase in recorded rates in the early part of the year. Although recorded rates for violent crime continued to fall many offences previously graded as less serious were now being counted as more serious due to Home Office involvement. The ACC (Territorial Policing) emphasised that the recent press coverage around this matter had misrepresented the facts around recording practices.

Performance in the reduction and detection of robbery offences continued to improve due to Force initiatives.

The 20% increase in drugs offences were due to the proactive targeting of drugs offenders which had seen the Force detection rate in

increase from 83% in 2007/08 to 91%.

Compliance with both the National Crime Recording Standards and the National Standard incident recording continued to remain within the 'good' grading.

(e) Protective Services

Improvements in the area of domestic abuse continued. Road traffic collisions (killed or seriously injured) had declined during the period under review and asset recovery remained a key focus although a significant confiscation within the past few days now meant that the asset recovery target might be achieved.

The ACC (Protective Services) put into perspective the increase in road traffic casualties by advising Members that in comparison to the previous year fatalities had increased by one and seriously injured by eight. He orally reported on the outcome of the drink driving campaign during the Christmas and new year period. There had been 1,100 breath tests and 10.2% had been positive. The under 25 year age group accounted for the majority of the positive breath tests. The Force had introduced a number of proactive measures aimed at reducing the level of drink driving offences and the ACC (Protective Services) highlighted some of the initiatives that were in place.

(f) Corporate Services

In relation to sickness absence Police Officer sickness was below target. However, Police Staff sickness levels in December had risen considerably particularly in the call handling centre. Key challenges around sickness absence were in relation to Officers in Luton and staff in the County Division, Citizen Focus and Territorial Policing. Performance was better than target for diversity measures.

The Chief Constable was pleased to say that in terms of recruitment full intakes were planned until October of next year. In addition to this there had already been 28 transferees.

The main issues raised by Members were as follows

(a) Satisfaction Data

The Most Similar Forces (MSF) data indicated that Bedfordshire was above average in relation to the comparative satisfaction of white/ BME victims. It was considered that this data would only be meaningful if the ethnic population was the same for all Forces within Bedfordshire's MSF. The ACC (Territorial Policing) agreed to look into this aspect and report back to the next meeting.

(b) Format of future Monitoring Data

From 1st April there would be three unitary Authorities and Members asked for consideration to be given to providing performance data based on the new areas.

(c) Analytical Capability of Partners

The Vice Chair of the Authority expressed reservations about the current analytical capability of the District Councils in providing accurate information around community safety. She considered that identifying and addressing local priorities was now a crucial area which the new Unitary Authorities needed to have the proper processes in place if success was to be achieved in new Comprehensive Area Assessment regime.

All Members shared the concerns raised and the Chair of the Authority would write to the Shadow Unitary Authorities to establish the processes that would be put in place to meet the needs of the Authority and Force around community safety.

(d) Scientific Services

Mrs Horrocks, the Lead Member for Scientific Services questioned the rationale behind the current level of forensic resource being placed into investigating theft from motor vehicles given that the return was a detection rate of 7%. In response the ACC (Protective Services) advised that whilst there was a low return in this area there was evidence that those criminals who were stealing from cars also broke into homes and the forensic evidence found when examining cars had assisted in a number of arrests for burglary dwellings. It also contributed to the satisfaction rate around the whole of experience of being a victim of crime. In accepting this Mrs Horrocks urged the Force to reconsider its SOCO attendance in this area when considering any budgetary pressures for Forensic Services.

Mrs Horrocks also advised that she understood that the CPS were now requiring forensic evidence before making a charge which would have implications on the Forensics budget. The ACC (Territorial Policing) was unaware of this but would look into the matter and report back on any implications.

(e) Drugs Seizures

Mr Lee was disappointed that information was not available on the

latest drug seizure rates. The ACC (Territorial Policing) advised that having seen the report submitted to the last meeting she wished to review the robustness of the way that the data was being recorded. It was hoped that data would be incorporated into the next report to the Committee.

(f) Anti social Behaviour

A series of partnership initiatives had been put in place around Anti Social Behaviour which Members considered to be good but processes were not in place to evaluate their effectiveness.

It was considered that a Strategy would need to be put in place with partners around prevention and perception of Anti Social Behaviour. The Chief Executive/Treasurer considered that this could be incorporated into the Partnership Strategy .

(g) Force Strategic Lead Youth Issues

The ACC (Territorial Policing) advised that she was now the strategic lead for Youth Issues and a Member of the Authority would be invited on sit on the Force's Young People's Strategic Board. The nominated lead member for the Authority is Mr Martin Pantling.

(h) Force Strategic Lead – Partnerships

The Chief Executive/Treasurer considered that it would be of benefit to the Authority if there was Strategic Lead for partnerships and the Chief Constable agreed to consider the implications of this.

(i) Use of Special Constabulary – London Olympics 2012

Mr Lee reported on the letters of representation he had sent to Mayor of London and to the Leader of the Opposition for consideration to be given to pay Special Constables to assist with policing the Olympic games In 2012. A response was awaited.

RESOLVED

That the direction of travel for performance in the third quarter of the year be noted.

The report of the Chief Constable was submitted which informed Members of the implications of the Government's new Single Confidence measure which had been part of the proposal in the Policing Green Paper 'From the Neighbourhood to the National: Policing our Communities Together'.

The Home Secretary had chosen to move away from centralised performance management and proposed to set one top down numerical target for Police Forces from the national level. The intent was to improve public confidence that the crime and anti-social behaviour issues that mattered locally were being dealt with by the Police and their partners.

The target was intended to further embed partnership working between the Police and Local Authorities, encouraging local problems to be resolved using local partnership networks. For the target to be achieved it was critical that Police and Local Authorities work closely together.

It was proposed that all Forces would be measured against a percentage of people who "*strongly*" or "*tend*" to agree with the statement '*the police and local council are dealing with the anti-social behaviour and crime issues that matter in this area*'

Based on British Crime Survey data it was proposed that Bedfordshire would be set a target of achieving a 13% increase on a set baseline 46% by the end of March 2011.

Both the measure and the target were subject to consultation and the outcome was not yet known.

RESOLVED

That Members note the current position and upon the outcome of the consultation the Committee consider the approach to be undertaken to ensure that the confidence target be achieved.

The report of the Chief Constable was submitted on the draft target measure areas for 2009/10 Annual Policing Plan and how they would be linked to the 2009 -12 Strategic Plan.

The draft target measure areas had been developed to take account of partner priorities, the underlying Public Service Agreements, APACS Statutory Performance Indicators (SPIs) and the changing national performance management landscape including introduction of the Single Confidence Measure, the national Policing Pledge and the changing future roles of HMIC in relation to scrutinising Force performance.

Consistent with the approach taken for the 2008/09 Annual Policing Plan there were three levels of target measures

Level 1: APP externally declared target measures.

Level 2: Key internal force target measures.

Level 3: Locally identified target measures.

The draft Level 1 and Level 2 target measures were appended to the report. Level 3 target measures would be determined locally.

Target measures were being developed concurrently with development of Strategic Priorities for the 2009-12 Strategic Plan and a small group of members were working with the officers for consideration by the Authority on 13th February 2009.

Given that both the Strategic Plan and Annual Policing Plan were still in development it was considered appropriate that the group of Members progressing the Plan should determine the target areas.

RESOLVED

The working group of Members involved in the progression of 2009/10 Annual Policing Plan and 2009/12 Strategic Plan determine the draft target measure areas

09/pb/7

HMIC INSPECTIONS– PROGRESS AGAINST RECOMMENDATIONS

The report of the Chief Constable was considered which set out the progress being made in addressing recommendations from the HMIC inspections of the Force in 2007 and 2008.

Members were reminded that HMIC inspections since 2007 were in the form of a series of phases, each focusing on specific areas of policing service provision.

The Phase 1 inspection (published October 2007) examined Protecting

Vulnerable People (including the sub-categories of Child Abuse, Domestic Violence, Public Protection and Missing Persons), Embedding Neighbourhood Policing and Performance Management.

The Phase 2 inspection examined Major Crime (published July 2008), Serious and Organised Crime (unpublished report received July 2008), Implementing Neighbourhood Policing and Embedding Citizen Focus (both published September 2008).

The Phase 3 inspection underway. Critical Incident Management, Public Order and Civil Contingencies / Emergency Planning. The inspection report was due in early 2009.

The Chief Constable's report provided a summary of the status of the HMIC recommendations from each phase and it was noted that 3 were considered to be completed during the reporting period 1st October to 31st December.

In discussing the progress Members did not consider that there was sufficient evidence to demonstrate that the actions around the development of neighbourhood profiles to incorporate vulnerable and emerging communities were complete and requested that more detailed information on the progress be provided on this at the next meeting. On a general point around crime mapping the Chief Constable gave her assurance that as part of the Policing Pledge the public would be made aware of this facility.

RESOLVED

1. That the completion of 1 recommendation in this reporting period be agreed
2. That further information be provided at the next meeting on the development of the neighbourhood profiles to provide assurance that the actions required in these areas are complete.

3 That progress made against the remaining recommendations in the HMIC inspection reports be noted.

09/pb/8

ANNUAL POLICING PLAN MONITORING 2008/09 – PROGRESS AGAINST THE ACTION PLAN

The report of the Chief Constable was submitted for the progress on the 40 actions contained in the Annual Policing Plan for 2008/09.

Appended to the report was a summary of the progress against all the actions in the 2008/09 Annual Policing Plan as at 31 December. To date 2 actions had been completed. There were no exception issues

to report.

The Chief Executive/Treasurer considered that development of the Estates Strategy would not be completed by 31 March 2009. There was also likely to be other areas where actions would need to be carried forward.

RESOLVED

1. That the completion of 3 actions in this reporting period be agreed.
2. That progress made against the remaining actions in the APP 2008-09 Action Plan be agreed.

09/pb/9

COMPREHENSIVE AREA ASSESSMENT

The report of the Chief Constable was submitted which informed Members of the new Comprehensive Area Assessment (CAA) process.

The CAA would cover all services for which Council's were responsible for either alone or in partnership and would be replacing the Comprehensive Performance Assessment.

The CAA would also rationalize the exiting inspection regimes by bringing together the work of seven key local services, including the Audit Commission, HMIC, Ofsted and the Commission for Social Care Inspection. The CAA would continue provide assurance about effectiveness of local services but aimed to be more relevant to local people by focusing on issues that were important to the community. It represented a fundamental different approach to assessment that was area based, risk focused and forward looking.

The first CAA assessments were due to be published in November 2009 and would be derived from performance data for 2008/09. The process was still being finalized and a timetable to meet the publication date was set out in the report.

The performance and achievement of Local Strategic Partnerships, as represented by Local Area Agreements, would be at the core of the Assessments. Successfully identifying and addressing local priorities was therefore key in achieving success in the Assessments.

In addition to actively engaging with partners, the Force would be engaging with the CAA Lead Officer for Bedfordshire to ensure that, as far as is possible, the finalization of the 2009 - 2010 Policing Plan

and 2009 -2012 Strategic Plan are informed by the emerging perceived priorities and risks identified by the Audit Commission through the CAA process.

Members agreed that the Authority would require training on the new regime and the Chief Executive/Treasurer would pursue this.

RESOLVED

1. That the report be noted and an update be presented to the next meeting
2. That the Chief Executive/Treasurer arrange a training session for all Members on the implication of the CAA Regime.

09/pb/10 REVIEW OF INTERNAL CONTROLS AND RISK MANAGEMENT AND COMMITTEE EFFECTIVENESS

The report of the Chief Executive/Treasurer was submitted which advised that as part requirement to produce an Annual Governance Statement the Force and the Authority undertake an annual review of its overall internal framework and governance procedures.

As part of this annual review each of the Authority's Committee's would be reviewing its performance. Some areas for consideration were highlighted in the report and the Committee was satisfied with its performance in each area. In addition to this Members considered that the Committee should base its assessment on outcomes and Chief Executive/Treasurer assured Members that the implementation of a Committee work plan would focus on this aspect.

In addition to this the Committee was required to review the major risks attributed to it and these were appended to the report. The Committee considered that the risks register should now include reference to the implications of the new Comprehensive Area Assessment regime. In accepting the risks attributed to the Committee Members considered that for future reviews of the register the process required some refinement to enable a more effective evaluation to be undertaken.

The Committee was also reminded that at the Meeting of the Authority on 24 October 2008 it had been agreed that each Committee review its terms of reference and its specific role with regard to value for money to ensure they remain fit for purpose and a copy of the current Terms of Reference was appended to the report for consideration. Members considered that the Terms of Reference required an amendment to

reflect the monitoring of the new Comprehensive Area Assessment regime. Also to be reflected in the Terms of Reference would be a generic reference to the implications of the Human Rights Act which the Authority had a statutory duty to monitor.

Members suggested that as the Committee had a role around strategic planning this should be reflected in the title of the Committee. The Chief Executive/Treasurer agreed review the titles that other Authorities had given their Committee's with a similar role.

RESOLVED

1. That the Committee is assured that there are all the major risks attributed to it are appropriate and that changes identified above be approved.
2. That for the next annual review the Chief Executive/ Treasurer review the process for evaluation of the Committee's risks
3. That the Committee confirms it has undertaken a self-assessment of its own performance and to ensure that the committee fulfils its responsibility for value for money future reports identify more clearly any value for money considerations
4. That the changes to the Terms of Reference identified above be submitted to the Authority's AGM for approval.
5. That the Chief Executive/Treasurer review a possible name change for the Committee to reflect its role around strategic planning.