



Agenda

6 May 2009

Bridgebury House, Woburn Road, Kempston, Bedford MK43 9AX

For further information, or to see the papers, please contact the Police Authority:



CALL Janet Wardell on (01234) 842066



IN PERSON, (by appointment) 9am to 5pm, Monday to Friday



Bridgebury House has facilities for disabled people.

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To: **Members of the Bedfordshire Police Authority**

(Mr T Ashby, Mr T Brown, Mr S Choudhry, Mr P Conniff, Reverend L Denny
Mrs P Fletcher, Mr B Golby, Mrs K Johnson ,Mrs L Hockey, Mrs E Horrocks,
Mr M Farooq, Mr P Hollick, Mr J Mingay , Mr M Pantling, Mr R Saleem. Mr B Spurr, and
Mrs C Turner.

A Special meeting of the **BEDFORDSHIRE POLICE AUTHORITY** will be held at Bridgebury House, Woburn Road, Kempston on **Wednesday 6 May 2009, at 9.15am**, the agenda for which is set out overleaf.

AGENDA

1. Apologies

2.. Joint Bedfordshire and Hertfordshire Collaboration Programme

To consider the attached Business Case for a Joint Bedfordshire and Hertfordshire Firearms Support Unit

JOHN ATKINSON
Clerk to the Police Authority



Meeting	Full Police Authority
Date	Bedfordshire – 6 th May 2009 Hertfordshire – 24 th April 2009
TITLE	Firearms Support 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 Firearms Support for Bedfordshire and Hertfordshire.
BACKGROUND PAPERS	Business case – previously considered by Bedfordshire – 13 th February 2009 Hertfordshire – 20 th February 2009

1. Purpose

1.1 To provide an update on progress against the business case for the creation of a Joint Firearms Support Unit (FSU) for Bedfordshire and Hertfordshire that was given in principle approval in February 2009. 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 July 2009.

2. Background

The original business case considered in February 2009 outlined a proposal for the FSU's in Bedfordshire and Hertfordshire to co-join into a single unit. The creation of this joint unit would lead to an overall reduction of 7.5 police officer posts, which would become available for redeployment. The proposals set out in the business case will deliver annual efficiency savings of circa £442k.

The business case proposed the establishment of a single FSU with one management team and a joint training team being located at Bedfordshire Police Headquarters. The business case proposed that the FSU should have two operational bases, one in Bedfordshire and one in Hertfordshire. The operational base for the Bedfordshire FSU would move from Halsey Road, Kempston to Bedfordshire Police Headquarters, whilst the operational base for the Hertfordshire FSU would remain at Hertfordshire Police Headquarters.

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. All officers who are currently part of the Bedfordshire and Hertfordshire FSU have been asked if they wish to join the new joint FSU. The formation of the new joint unit will mean an increase of a chief inspector post, two sergeants posts and one police staff post. There will be a reduction of 12 constable posts, although as a number of officers have already taken the opportunity to move to other roles and

some posts are currently being covered by the use of secondments, there may not be a requirement for any officers to be de-selected.

3.2 Set up Costs

All set up costs associated with the FSU move from Halsey Road to Bedfordshire Police Headquarters will be met by Bedfordshire Police. These costs have reduced from £213K to an estimated £162K.

All other set up costs, including those associated with the establishment of a joint training team at Bedfordshire Police Headquarters are proposed to be shared, based on the cost allocation of 49% Bedfordshire and 51% Hertfordshire.

The total set up costs including accommodation, ICT, furniture and human resources, have reduced from £337K to £314K. This has resulted in Bedfordshire paying circa £254K and Hertfordshire circa £60K.

3.3 Finance

The original projected ongoing annual efficiencies, should the new department be approved, were calculated at circa £442K. However these savings have been reduced by £5K due to the inclusion of annual computer system maintenance costs. The revised estimate for annual efficiencies is now circa £437K per year. As this unit is not planned to commence operations until 1st July 2009, efficiency savings for the financial year 2009/10 will be £327K. Allocation of the costs of running the new department will be based on demand (49% Bedfordshire and 51% Hertfordshire), which means for a full year, Bedfordshire will make an efficiency saving of £226K, and Hertfordshire £211K; (these figures take into account estimated rental charges which will be reviewed at the end of the financial year).

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

3.4 Processes

A joint Firearms Strategic Group (FSG) has been established and has now met on two occasions. The FSG is attended by the Assistant Chief Constables from both forces that have overall responsibility for Protective Services. A joint firearms policy has been agreed and work is at an advanced stage in finalising the key procedures which are associated with this policy. This policy determines how the unit will operate in practice and the procedures clarify and align existing methods of operation. These documents and the training of staff in their content are fundamental to the success of the unit.

A comprehensive training programme has been developed to ensure that officers and staff in both forces have the appropriate level of training prior to the proposed go live date. The joint Firearms Strategic Group is confident that this training programme is robust and will have been completed by July 1st 2009.

Work is also at an advanced stage on the development of a joint Firearms Risk and Threat Assessment which will be an annual process to inform future training and deployment needs.

In addition work has commenced on establishing the required supporting functions for the new Firearms Support Unit, in particular the arrangements for duty planning and tasking and briefing. The development of protocols and procedures relating to the control and dispatch of officers and the use of the Airwave radio system are at an advanced stage and are benefiting from the learning gained in the formation of the joint Dog Unit.

3.5 Benefits

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

- The opportunity for more flexibility in the deployment of ARV resources across Bedfordshire and Hertfordshire.
- A larger pool of officers will be available for deployment to pre-planned operations across Bedfordshire and Hertfordshire.
- A new variable shift pattern will lead to an increase in the visibility of firearms officers across the two counties and will

ensure that all officers have access to the requisite training opportunities.

- The establishment of a joint training team with improved access to training facilities will lead to improvements in the way that training is delivered.
- The establishment of a new operational base at Bedfordshire Police Headquarters and the freeing up of space at Hertfordshire Police Headquarters will mean better working conditions for FSU officers.

4. Section 23 Agreement

The attached Section 23 agreement has been developed in conjunction the two Chief Executives, building on the experience of the other collaborated units that are now live.

5. Conclusion

The business case as presented in February 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 ongoing efficiencies of £437k per annum.

6. Recommendation

That members approve the draft Section 23 agreement to allow the creation of a joint Firearms Support Unit for Bedfordshire Police and Hertfordshire Constabulary from 1st July 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
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Bedfordshire & Hertfordshire Joint Collaboration Team



HERTFORDSHIRE

CONSTABULARY

Section 23 Agreement

Bedfordshire & Hertfordshire Firearms Support Unit

(Governance & Collective Collateral Agreement)

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INTRODUCTION

This agreement is made on the 6th of May 2009 in respect of the Firearms Support 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 Firearms Support Unit capability for the counties of Bedfordshire and Hertfordshire.

1. TITLE OF COMBINED UNIT

The Firearms Support Unit Consortium for Bedfordshire and Hertfordshire will be known as the Bedfordshire and Hertfordshire Firearms Support Unit (B&H FSU).

2. TYPE OF AGREEMENT

This Consortium is based upon the joint Firearms Support 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 July 2009 and shall be effective until 31 March 2012 ("the initial term") unless otherwise determined in accordance with this agreement. After the initial term it shall continue, unless otherwise 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 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.

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 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 FSU will be dealt with in accordance with appropriate regulations, legislation and the Consortium Members' policies.

11. CHIEF CONSTABLE'S DIRECTION AND CONTROL

For any incident or operation involving the B&H FSU 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 FSU 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. EMPLOYER'S 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 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 collaborative 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,
Detective 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 the Firearms Support Unit

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 FSU 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 FSU 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 FSU Sec 23 Agreement v0.6 280409

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 B&H FSU 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&H FSU and the Bedfordshire and Hertfordshire superintendents – with responsibility for the B&H FSU

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

16. SHARING OF COSTS/SAVINGS

Subject to Clauses 17 and 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:

Bedfordshire 49%
Hertfordshire 51%

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&H FSU 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&H FSU 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 B&H FSU will have two operational bases, one at Bedfordshire Police Headquarters and one at Hertfordshire Constabulary Headquarters. The joint training base will be located at Bedfordshire Police Headquarters. A rent will be payable by Hertfordshire Constabulary in respect of the actual use of the training facilities at Bedfordshire Police Headquarters.

18. LIABILITIES

Each Consortium Member shall indemnify the other Consortium Member against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings

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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 FIREARMS UNIT

Finance

Hertfordshire will provide financial support to the B&H FSU 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&H FSU will be undertaken jointly by the two forces.

Human Resources

Bedfordshire will provide the first point of contact for HR advice to the Head of the B&H FSU 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

Both Consortium Members produce risk based internal audit plans. The risks relating to the B&H FSU 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&H FSU will be accessible to internal audit from either authority.

22. COLLECTIVE COLLATERAL AGREEMENT

The formation of the B&H FSU 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 FIREARMS SUPPORT UNIT REMIT

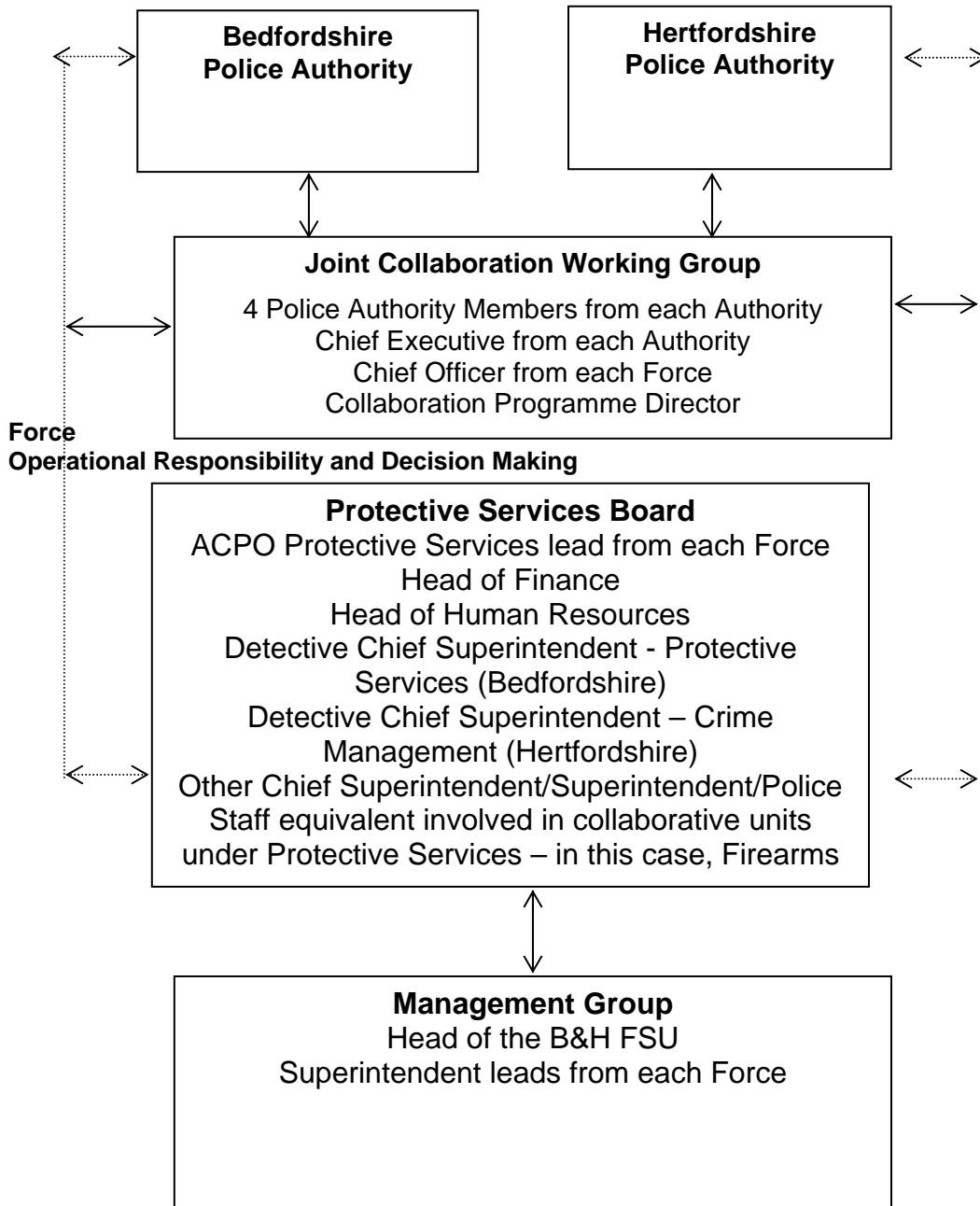
The remit of the joint Bedfordshire and Hertfordshire Firearms Unit will be as follows:

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.

APPENDIX B

REPORTING FRAMEWORK FOR B&HFU

**Police Authority
Overview and Overall Governance**



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&H FSU 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&H FSU 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		