



To: Business Coordination Board

From: Chief Executive

Date: 11 August 2016

SECTION 22A AGREEMENTS – NATIONAL UNITS

1. Purpose

1.1 The purpose of this paper is to provide an update to the Business Coordination Board (“the Board”) on the undertaking of NPCC national functions by national units, namely:

- ACRO Criminal Records Office
- National Police Freedom of Information and Data Protection Central Referral Unit, National Vehicle Crime Intelligence Service and National Wildlife Crime Unit

2. Recommendation

2.1 The Board is recommended to approve the Collaboration Agreements under section 22A of the Police Act 1996 (as amended) in respect of:

- ACRO Criminal Records Office
- National Police Freedom of Information and Data Protection Central Referral Unit, National Vehicle Crime Intelligence Service and National Wildlife Crime Unit

2.2 The Commissioner is asked to sign Decision Notices to approve the Collaboration Agreements under section 22A of the Police Act 1996 (as amended).

3. Background

3.1 Following the review of the Association of Chief Police Officers (ACPO) by General Sir Nick Parker, it was recommended that National Units were to be hosted by forces in order to sustain their core business activities. Collaboration Agreements have been prepared and these set out how this will operate and amongst other matters describe how the funding arrangements and governance are to be put in place.

4. ACRO Criminal Records Office

- 4.1 Following the review of the Association of Chief Police Officers (ACPO) by General Sir Nick Parker, the ACRO Criminal Records Office (ACRO) was identified as having an essential responsibility for the delivery of its core areas of expertise. However, it was agreed that future public funding was to be reorganised in some cases, so as to align more effectively with individual force contributions. Police and Crime Commissioners (“PCCs”) were invited to review the continuation of ACRO and the hosting arrangements. The PCCs agreed that ACRO continued to offer value for money and that the hosting provision currently in place with Hampshire Constabulary should be retained.
- 4.2 In order to ensure that ACRO can continue to be sustained, it is necessary to provide a vehicle to ensure that collaborative and co-ordinated policing activity can take place. For this purpose, the Parties, with the support of the Home Secretary have agreed to deliver national services for ACRO, which shall be hosted by the Hampshire Constabulary (the “Host Force”). Direction and Control in relation to ACRO shall rest with the Chief Officer of Hampshire Constabulary.
- 4.3 It is therefore proposed that an Agreement be made pursuant to Section 22A Police Act 1996 (as amended). In preparing the Agreement, account has been taken of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary’s power under Section 23F Police Act 1996, to provide guidance about collaboration agreements and related matters. Account has also been taken of the requirements of Section 24 Police Act 1996 in respect of matters in relation to the mutual aid between forces so as to allow the Police Service of Northern Ireland, Police Scotland and other signatories to this Agreement to participate in this Agreement insofar as they are able to do so, either as a party to this agreement or through other agreements.
- 4.4 The main areas of the Section 22A agreement are as follows:
- **Service Objectives:** The key objectives of the Agreement are to set out the functions and responsibilities of ACRO and to ensure that the Service is provided in a way that delivers high quality, efficient and effective services constituting value for money and meeting the needs of partners and stakeholders.
 - **Employment of Staff:** Staff are employed by the Chief Constable for Hampshire, and under his direction and control, except where staff are seconded to the Service from another Partner Police Area, in which case they remain employed by and under the direction and control of the Chief Constable for that Area. The staff necessary for delivery of services as at the date of the Agreement are the staff currently employed/seconded to the Service. Entering into the Agreement does not necessitate the acquisition of additional staff, loss of staff, or any statutory transfers. All employer costs falling to the Chief Constable for

Hampshire, including salary and all oncosts, employment liabilities and redundancy payments properly incurred or arising by virtue of being the staff's employer, shall be met through the agreed budget for the Service and therefore met by Partners in accordance with the Formula Spending Share ("FSS") formula.

- **Chief Executive:** The Chief Executive of ACRO is employed by the Chief Constable for Hampshire and under his direction and control. Appointment is by the Chief Constable for Hampshire following consideration by the Governance Board. The Chief Constable for Hampshire is responsible for managing the performance of the Chief Executive, having regard to any feedback on performance from the Governance Board and, where necessary, taking any disciplinary proceedings. The Chief Executive is authorised to lead and manage the Service, staff and resources on the Chief Constable's behalf, in accordance with the agreed Strategy, Service Plan and Budget for the Service, the Host Force's Policies and procedures, and having regard to all advice and guidance received from the Governance Board.
- **Host Force Policy and Procedures:** The Service is to be managed in accordance with the normal policies and procedures of the Host Force, including Financial Regulations and Contract Standing Orders, and utilising Host Force support services. Where relevant, national policies and procedures apply.
- **Governance Board:** The role of the Governance Board is to advise, guide, and support the Chief Constable and Chief Executive to deliver their responsibilities under the Agreement. Membership is to represent Partners and stakeholders, a minimum requirement being to include representatives nominated by the Chief Constable for Hampshire and the Police & Crime Commissioner for Hampshire. The Board is to receive the draft Strategy, Service Plan and Budget for the Service and, subject to comments, consideration and amendments the Board considers appropriate, recommend this to the Chief Constable for adoption. The Board is to monitor progress and performance against the requirements of the Strategy and Service Plan, and monitor income and expenditure against the agreed Budget, and the arrangements for identification and management of risk. The Board is to act as a link to stakeholders to ensure that stakeholder views are fed into discussions regarding Service direction and the management of service delivery. The Chief Executive is to attend meetings and provide reports on progress and on relevant issues as necessary. The Board is to monitor delivery of the United Kingdom Central Authority for the Exchange of Criminal Records ("UKCA-ECR") function, and recommend to the Chief Constable any remedial action to address performance and budget issues.
- **Strategy and Service Planning:** In consultation with the Chief Constable, the Chief Executive will draw up a Strategy for development and delivery of the Service over a period of three years, together with an annual Service Plan for the Service, and present this to the Governance Board for consideration and

comments. The Strategy and Service Plan shall set out the arrangements for delivering the Service and fulfilling responsibilities under the Collaboration Arrangements, in accordance with the priorities and business needs of Partners and other stakeholders. As indicated above, the Governance Board will consider and agree any amendments to the draft Strategy and Service Plan for submission to the Chief Constable for Hampshire for adoption.

- **Budget:** At same time as preparing the annual Service Plan, in consultation with the Chief Constable, the Chief Executive shall draw up the annual Budget for the Service for consideration by the Governance Board. The Budget shall cover all planned income and expenditure for the Services in the coming financial year. The Governance Board will consider and agree any amendments to the Budget for submission to the Chief Constable for Hampshire for adoption. Partners are then required to contribute to the agreed Budget in accordance with the FSS formula. A fundamental principle is that that the Host Force shall not make any financial gain, or suffer any financial detriment, as a result of the hosting arrangement for the Service – the position is to be cost neutral. Where the Budget includes a contribution from a third party source, this to be requested and if necessary pursued by the Host Force, any costs incurred in doing so being charged to the Budget for the Services. Any Budget overspend is to be managed as far as practicable through normal Budget management processes. Where this cannot be achieved, the overspend may be met through reserves, accessed in accordance with the Agreement and the terms of a protocol to be agreed with the Police and Crime Commissioner for Hampshire.
- **Finance and Accounting:** The accounts for the Service form part of the overall accounts for the Police and Crime Commissioner and Chief Constable for Hampshire. The Chief Financial Officer for the Service is the Chief Financial Officer for the Chief Constable of Hampshire.
- **Assets and Contracts:** All land, buildings, equipment, assets and contracts necessary for the delivery of the Service shall be held by the Police & Crime Commissioner for Hampshire or, as the case may be, the Chief Constable for Hampshire, for the benefit of the Service, and shall not be appropriated for functions that are not part of the Service. This does not preclude arrangements being made for sharing of assets e.g. the co-location of staff in Host Force accommodation, where to do so meets operational needs of the Service and constitutes efficient use of resources.
- **Liabilities:** Insurance is to be in place to cover all liabilities properly incurred as a result of carrying out the Service, the cost of this to be met from the Service Budget. To the extent that liabilities are not met from insurance e.g. policy excess, these shall be met wherever practicable from the Service Budget (and therefore borne by the partners on an FSS basis). Where or to the extent that this is not practicable without compromising operational needs, the liability (or part thereof) is to be met from the reserves or surety, in accordance with a protocol for accessing the reserves/surety to be agreed with the Police and

Crime Commissioner for Hampshire. In the event, and to the extent that, the liability cannot be met in full from the reserves/surety, this shall be met by the Partners to the Agreement in accordance with the FSS formula, via an indemnity to the Chief Constable for Hampshire or, as the case may be, the Police & Crime Commissioner for Hampshire. In relation to UKCA-ECR, where liabilities are properly incurred in the exercise of these functions, the Police & Crime Commissioner and/or Chief Constable for Hampshire will be indemnified by the Home Secretary against all costs, liabilities and expense arising.

- Commencement and Duration: The Agreement would commence on a date to be agreed, following completion of the current discussions and consultation. The Agreement would continue until terminated by all parties, subject to a review of the arrangements at least every three years.
- Amendment: Any amendment of the Agreement (other than a minor amendment which can be agreed by the Chief Constable and Governance Board) would need to be agreed by all Parties following consideration by the Governance Board.
- Dispute resolution: Any issues are to be raised initially through the Governance Board to seek resolution, and matters to be raised and discussed with the Chief Executive and resolved wherever possible. In the event this is not possible the matter can be raised with the Chief Constable. If the matter remains unresolved it can be referred to an independent mediator to be agreed by the Chief Constable and the Governance Board or, in the event of failure to agree, an independent mediator nominated by the Police and Crime Commissioner for Hampshire.
- Termination: Any partner can withdraw on twelve months' notice, including the Host Force. Where the Host Force gives notice of withdrawal, the Governance Board and Home Office shall consider successor arrangements, for recommendation to the parties for agreement. In the absence of any such agreement being reached, the withdrawal of the Host Force has the effect of terminating the Collaboration Agreement on expiry of the twelve months' notice of withdrawal. Any cost, liabilities and expense incurred by the Police & Crime Commissioner and/or Chief Constable for Hampshire as a result of withdrawal or termination is to be met as summarised in the "Liabilities" section outlined above. Termination can also be agreed by resolution of the National Police Chiefs' Council ("NPCC") or Association of Police and Crime Commissioners ("APCC").

5. National Units

- 5.1 A further, separate Collaboration Agreement has been prepared in relation to the following national policing units: the National Vehicle Crime Intelligence Service ("NAVVIS"), the National Wildlife Crime Unit ("NWCUC") and the National Police Freedom of Information and Data Protection Unit ("NPFIDU"). As far as possible, the

same principles outlined above have been followed, subject to certain consequential adjustments. These stem from the fact that Chief Officer lead responsibility for each unit rests with a different Chief Officer, rather than the Chief Constable for Hampshire. Hampshire's role in relation to these units is as a provider of professional support services (via the same staffing structure that supports ACRO).

5.2 The key areas of the Section 22A agreement are identical to those set out for ACRO in paragraph 4.4 above.

6. Recommendation

6.1 The Board is recommended to approve the Collaboration Agreements under section 22A of the Police Act 1996 (as amended) in respect of:

- ACRO Criminal Records Office
- National Police Freedom of Information and Data Protection Central Referral Unit, National Vehicle Crime Intelligence Service and National Wildlife Crime Unit

6.2 The Commissioner is asked to sign a Decision Notice to approve the Collaboration Agreement under section 22A of the Police Act 1996 (as amended).

BIBLIOGRAPHY

Source Document	<p>'Increasing efficiency in the Police Service: The role of collaboration', HMIC 2012</p> <p>https://www.justiceinspectorates.gov.uk/hmic/publication/increasing-efficiency-in-the-police-service/</p> <p>Section 22A Agreements under The Police Act 1996 (as amended) – ACRO Criminal Records Office</p> <p>Section 22A Agreements under The Police Act 1996 (as amended) – National Police Freedom of Information and Data Protection Central Referral Unit, National Vehicle Crime Intelligence Service and National Wildlife Crime Unit</p>
Contact Officer	Josie Gowler, Chief Finance Officer, Office of Police and Crime Commissioner