



OFFICE OF
Police & Crime
Commissioner
for Cheshire

SWYDDFA COMISIYNYDD HEDDLU
A THROSEDD GOGLEDD CYMRU

OFFICE OF THE POLICE & CRIME
COMMISSIONER NORTH WALES

AGREEMENT

COLLABORATION AGREEMENT FOR THE PROVISION OF AN ARMED POLICING ALLIANCE

This Agreement is made and entered into by the partners named below on.....
day..... of 2014 (pursuant to section 1.3 of the
Collaborative Service General Agreement)

Collaborating Partners:-

The Chief Constable and Policing Body of each of:-

Cheshire
North Wales

Collaboration Lead – Cheshire

Commencement Date – 30th June 2014

WARNING: THIS IS AN UNREDACTED VERSION OF THE COLLABORATION AGREEMENT AND SHOULD NOT BE PUBLISHED ON THE GROUNDS THAT IT COULD UNDERMINE OPERATIONAL TACTICS. IN ORDER TO COMPLY WITH THE PUBLICATION REQUIREMENTS UNDER SECTION 23E OF THE POLICE ACT 1996 THE POLICE POLICING BODIES AND CHIEF CONSTABLES WILL AS AN ALTERNATIVE TO PUBLICATION OF THE ENTIRE AGREEMENT NEED TO AGREE THAT THEY WILL PUBLISH THE FACT THAT AN AGREEMENT HAS BEEN MADE AND SUCH OTHER DETAILS ABOUT IT AS THEY THINK APPROPRIATE

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DEFINITIONS

Armed Police Alliance	("the Alliance")
Chief Constables:	The Chief Constables of Cheshire Constabulary and North Wales Police.
Collaborating Managers:	means the officers and/or staff as defined in clause 6.2 of this Agreement.
Collaborating Partners:	The Chief Constables and the Policing Bodies.
Collaboration Lead:	The Chief Constable of Cheshire Constabulary
Commencement Date:	30 th June 2014
Collaborative Service	
General Agreement:	("the General Agreement") An agreement made between: (1) The Policing Bodies for Cheshire, Cumbria, Greater Manchester, Lancashire, Merseyside and North Wales. (2) The Chief Constables of Cheshire Constabulary, Cumbria Constabulary, Greater Manchester Police, Lancashire Constabulary, Merseyside Police and North Wales Police

NWACPO	The senior management board established to oversee the operational governance of all North West Regional Collaboration Partnerships.
NWJC	The Joint Committee set up under the terms of the General Agreement to which governance is delegated.
Policing Bodies	The Police and Crime Commissioner for each of Cheshire North Wales.
SMT:	The Senior Management Team defined in clause 4.5 of this Agreement.
The Act:	Police Act 1996 (as amended)

SECTION ONE : PURPOSE OF THE AGREEMENT & LEGAL CONTEXT

- 1.1 The Collaborating Partners have agreed to collaborate in the provision of a shared armed policing alliance, the purpose of which is to create a jointly funded and crewed firearms unit located at a jointly managed base and which is able to be deployed across both force areas whilst being dynamically managed by either force control room (by the Force Incident Manager). This Alliance will provide a highly skilled, dedicated, responsive service across both force areas providing significant resilience and at the same time making substantial costs savings.
- 1.2 This Agreement forms part of the General Agreement and contains the terms agreed by the Collaborating Partners for the establishment and operation of the Alliance and is made pursuant to the provisions of the Act.
- 1.3 The Policing Body of each area is a party to this Agreement in accordance with section 22A of the Act and has approved the fact of and terms of this Agreement.
- 1.4 The Chief Constables are party to this Agreement and have approved the fact of and terms of this Agreement.

SECTION TWO : LENGTH OF AGREEMENT, TERMINATION AND VARIATION

- 2.1 This Agreement shall come into force on 30 June 2014 and shall continue unless and until terminated in accordance with the provisions of this Agreement or varied by the joint agreement of all parties.

- 2.2 This Agreement takes into account the fact that collaboration activity in this area has not previously been undertaken by the Collaborating Partners but that the Collaborating Partners have already been involved in ancillary arrangements necessary to facilitate a collaborative method of working including financial arrangements which have been undertaken in the manner envisaged in this Agreement since 01 April 2014.
- 2.3 The termination or variation of this Agreement will not act as a termination / variation of the General Agreement.
- 2.4 The funding for the Armed Policing Alliance is allocated / determined on a yearly basis by the collaborating partners. The current financial agreements are at Appendix 4 (Finance) to this Agreement. This Agreement shall be reviewed in the first instance by 31 March 2015 and every year thereafter to ensure the collaborative function remains effective and efficient in accordance with the objectives set by the Collaborating Partners. This will include assessment as against the strategic objectives with consideration paid to whether there are any better methods of providing the service. This also provides the opportunity to review and consider the future of the Armed Policing Alliance ahead of the end of the financial year on 31 March in any year.
- 2.5 The Collaborating Partners may withdraw from this Agreement by giving 12 months written notice to the other partner. Such notice must:
- 2.5.1 be given after prior consultation with the other partner
 - 2.5.2 be copied to each partner in writing
 - 2.5.3 end on the last day of a calendar month no earlier than 31 March 2016

- 2.6 This Agreement may be terminated at any time by the mutual consent of all parties.
- 2.7 On termination of this Agreement, the provisions of Appendix 9 “Exit Strategy” will apply.

SECTION THREE : STATEMENT OF INTENT

- 3.1 The Collaborating Partners and the Chief Constables agree to work together in accordance with the terms of this Agreement and be bound by the terms of this Agreement as well as the provisions of the General Agreement for the purpose of achieving an efficient and effective service for all.

SECTION FOUR : GOVERNANCE AND COLLABORATION LEAD

- 4.1 The Collaborating Partners have agreed a governance structure in the General Collaboration Agreement, known as the North West Joint Committee (“NWJC”). The Collaborating Partners agree that this Agreement will operate under the governance structure of the NWJC and that the NWJC will oversee the Armed Policing Alliance collaboration. The overarching principles for collaboration, Terms of Reference of the NWJC and the NWJC Standing Orders for regulating the conduct of the NWJC are described in the General Agreement.
- 4.2 Appendix 1 and 2 to this Agreement provide a structure chart showing the structure of Strategic Governance (Appendix 1) in relation to the Alliance and Organisational Structure (Appendix 2) showing the constituent units / departments and their place in the overall Alliance structure. The Terms of Reference for each of the Strategic Armed Policing Group, the Armed Policing Management Group and Alliance

Armed Policing Operations Delivery Group are also at Appendix 1. These identify the roles and responsibilities of each and their position in the strategic structure of the Alliance.

- 4.3 The Collaborating Partners are satisfied that this Alliance is in the interests of the efficiency and effectiveness of the collaborating partners. The Collaborating Partners principle aim in collaborating is to seek an appropriate distribution of resources across the region to ensure that the Collaborating Partners can best function to meet operational need. In addition, as well as operational functions, the Alliance is to facilitate specialised training needs across the region. A statement in respect of the service, its aims and objectives can be found at Appendix 3 to this Agreement.
- 4.4 The parties have agreed that the Collaboration Lead in relation to this collaboration arrangement shall be Cheshire.
- 4.5 As the Alliance is a two force collaboration, the arrangement is structured so that senior officers from both Collaborating Partners have involvement in the Alliance. In particular the SMT shall comprise a member of ACPO for each force as well as two superintendents (one in each Force) who, whilst not dedicated to the Alliance exclusively, will be part of the overall SMT in each force for firearms, and one chief inspector. This means each Chief Constable will be in a position to provide information about the manner in which functions are discharged under the provisions of the Collaboration Agreement and will, in conjunction with the SMT and Armed Policing Alliance Working Group be responsible for the collaborative arrangements.
- 4.6 The Alliance will be staffed by officers and staff from both collaborating forces. As this is a two Force alliance there is no anticipated requirement for secondment. Officers and staff will simply work in alliance in accordance with the provisions of this Agreement.

- 4.7 In the event that a decision is taken to second any staff or officers to another force as part of the Alliance working arrangements, officers will be seconded for a maximum period of 5 years at which point they will return to their home force. Police staff may be seconded indefinitely. Any secondments are subject to availability of funding and subject to satisfactory individual performance.
- 4.8 An advertisement in respect of any vacancies at the Alliance will be sent by the Collaborating Managers to each Collaborating Partner as and when vacancies arise. It is a matter for each Collaborating Partner to determine whether or not they actually place that advertisement internally in their own force since it is recognised that from time to time individual forces may have insufficient staff or officers at a particular level or with a particular skill to release any to the Alliance. In placing an advertisement, the Collaborating Partners agree that they are willing to support the release of any successful candidate within a reasonable period (considered to be within 35 calendar days) unless exceptional circumstances exist and are brought to the Collaboration Managers' attention prior to a decision about appointment being made.
- 4.9 Any additional ancillary support services required by the Alliance (eg. finance, legal, IT, forensics, property and custody) will be provided by agreement between the Collaboration Partners on a case by case basis. The Collaborating Partners have agreed that finance and IT services are supplied by respective forces. Cheshire will be the lead force for the provision of HR services. Additional services (eg procurement) are supplied by whichever force is most appropriate and the Alliance invoiced (where appropriate / agreed) accordingly. Legal services will be provided in accordance with professional rules relating to the provision of advice to clients.

SECTION FIVE : ASSETS, FINANCES AND COSTS SHARING

- 5.1 The parties have agreed that the Collaboration Lead shall be the budget holder for the collaboration.
- 5.2 The Collaboration Partners' treasurers and the Chief Constables' directors of finance have agreed a process of financial management in relation to the Alliance as described in Appendix 4 of this Agreement.
- 5.3 The Collaboration Partners have agreed that the Financial Regulations of the Collaboration Lead will be adopted for financial management arrangements in relation to the collaboration.
- 5.4 At the Commencement Date, all assets used by the Alliance belong to one of the Collaborating Partners. They are listed separately and ownership remains with the providing force. Any assets subsequently purchased will be added to those lists which will be regularly updated. Any assets purchased jointly will be recorded on a joint assets register which will be added to Appendix 6 of this Agreement.
- 5.5 In the event that the Alliance require the procurement of any items of goods or services, or the entering into of agreements in respect of premises they shall be dealt with and procured by and in accordance with the procedures of the Collaboration Lead force and the costs shared in accordance with the finance arrangements set out in Appendix 4. The Collaboration Managers will maintain a contracts register detailing all such agreements. This can be found at Appendix 6 to this Agreement along with the asset registers. The contracts register will continually be added to and amended as and when contracts are agreed, varied, amended or completed.

- 5.6 Each force will ensure that they have the appropriate insurances in place including:-
- 5.6.1 Employers liability – each force will ensure they have employers liability insurance in place for all its officers and staff and agree that any risk and liability associated with performing duties as part of this Alliance will remain with the individual employer (ie home force) who retain legal responsibility for their own officers and staff including responsibility relating to health and safety matters.
- 5.6.2 Motor insurance – each force will ensure that they have appropriate motor insurance, providing the driver of any vehicle used under this Agreement holds a driving licence and is driving with permission. The Alliance is a joint operation and involves officers of both Cheshire Constabulary and North Wales Police. It is agreed that risk in respect of motor claims will sit with the insurer of the vehicle being used at the time.
- 5.6.3 Public liability – each force will ensure that they have appropriate insurance in place to cover public liability. It is agreed that any risk and therefore liability associated with performing the duties of this Alliance will sit with the home force of the officer in overall command of an incident at the time of the adverse incident which is the subject of the claim.
- 5.7 In respect of any jointly acquired vehicles, the Collaboration Lead will deal with all fleet related matters including insurance, repair and replacement and any such costs incurred will be paid out of the agreed budget.

SECTION SIX : OPERATIONAL MATTERS

- 6.1 The SMT has been established to oversee the operational governance of this collaboration. They are responsible to the Strategic Armed Police Working Group (“SAPG”). The function of the SAPG is to resolve any high level strategic matters in relation to collaborative arrangements but it is anticipated that in this case any operational or strategic issues should be capable of being dealt with through the management structure set out in Appendix 2 of this Agreement.
- 6.2 The Collaboration Partners have agreed that the Collaboration Managers are the Alliance chief inspector, the Alliance inspector and the firearms training manager. The Collaboration Managers will have day to day management responsibility for the Alliance and are responsible for carrying out the functions of the Collaboration Manager set out in the General Agreement.
- 6.3 The Armed Policing Unit has a clearly defined service. To deliver this service, the Collaboration Managers will prepare a strategic plan setting out service objectives for the relevant period. The current plan is set out in Appendix 8 of the Agreement.
- 6.4 Subject to clause 5.6.3 above, each Chief Constable will retain legal direction and control of (and thus liability for) their officers and staff but will direct that their respective officers and staff working for the collaboration will work to the instruction of the collaboration managers.
- 6.5 The officers and staff will be subject to the policies and procedures of their own force in respect of conditions of service, sickness, performance and discipline. All matters of performance and conduct will be investigated by the Collaboration Managers but dealt with by the employing / home force. The chief officer of the home force will retain

duties under the Health and Safety at Work Act 1974 and any associated health and safety obligations.

- 6.6 The Chief Constables agree that all officers and staff assigned to the Armed Policing Alliance may exercise any police powers they have been designated ordinarily restricted to the “relevant police area” throughout the area covered by the Collaborating Partners subject to this Agreement. The Alliance operates throughout the Collaborating Partners’ areas without regard to force boundaries in accordance with their original purpose and this Agreement.
- 6.7 The Collaborating Partners have agreed a performance monitoring process described in Appendix 5 of this Agreement. The information captured by the performance monitoring process will be reviewed by the Collaboration Lead and in turn by the NWACPO and NWJC.

SECTION SEVEN : INFORMATION MANAGEMENT

7. The Collaborating Partners have agreed a data processing agreement set out in Appendix 7 of this Agreement.

SECTION EIGHT : DISPUTES AND GRIEVANCES

- 8.1 Where this Agreement does not deal with any matter which arises and is pertinent to the conduct or management of the Alliance the matter shall be dealt with by agreement between the Collaborating Partners.
- 8.2 Any disputes or grievances arising from the day to day management of the Alliance that cannot be resolved by the Collaboration Managers will be elevated up the organisation structure and ultimately dealt with by the Alliance management group or SMT.

- 8.3 Any dispute or grievance that cannot be resolved in accordance with 8.2 will be dealt with by the NWJC or, in the alternative, the NWACPO.
- 8.4 The performance of the Agreement shall not be suspended, cease or be delayed by reason of a dispute arising under clauses 8.2 or 8.3 above.
- 8.5 The Collaboration Partners will indemnify and keep indemnified each other in relation to acts or omissions of its own officers and staff or in relation to breach of the provisions of this Agreement.
- 8.6 Where a complaint, grievance or claim arises in connection with the Alliance the Collaborating Partners will agree how it should be handled on a case by case basis depending on the issues and factors involved.

SECTION NINE : MISCELLANEOUS

- 9.1 The Collaborating Partners will prepare a business continuity plan which will form Appendix 10 of this Agreement.

SECTION TEN : WELSH LANGUAGE

- 10.1 North Wales Police received national recognition for its work and innovative projects to promote greater use of the Welsh language. The parties recognise their respective commitments and responsibilities to the communities they serve.
- 10.2 North Wales Police Welsh language strategy has two core principles, firstly the aim to become a bilingual organisation and secondly the

commitment to equal status for the welsh and english languages. North Wales Police as a party to this collaboration recognise the possible impact collaboration may present, in particular in terms of provision of language choice in service delivery. In light of that North Wales Police have undertaken, and will regularly undertake equality impact assessments which consider this along with all other relevant issues.

SIGNED for and on behalf of the Police and Crime Commissioner for Cheshire by a duly authorised representative:

Signed:

Name:

Position:

Date :

SIGNED by the Chief Constable of Cheshire Constabulary:

Signed:

Name:

Date:

SIGNED for and on behalf of the Police and Crime Commissioner for North Wales by a duly authorised representative:

Signed:

Name:

Position:

Date:

SIGNED by the Chief Constable of North Wales Police:

Signed:

Name:

Date: