



**Meeting:** Bedfordshire, Cambridgeshire & Hertfordshire Alliance Summit

**Agenda Item** 3b

**Report of** Stephanie McMenemy, Chief Executive Bedfordshire

**Title:** Section 22A Agreement – Joint Protective Services

**1 Introduction**

Members of the Strategic Alliance considered and agreed in September that an ‘umbrella agreement’ with annexes for each business area was the right approach for the development of future Section 22a agreements.

The ‘umbrella agreement’ allows a framework that can be applied to existing collaboration agreements as well as future agreements and covers in general terms the governance, finance, management and workforce arrangements using a Lead Force model. The ‘umbrella’ approach has the advantage of keeping bureaucracy to a minimum while at the same time providing a robust legal framework.

**2. Section 22a Agreement – Joint Protective Services**

Since the last formal Strategic Alliance meeting decisions have been taken in relation to:

1. Lead Force responsibility - Joint Protective Services changes to Bedfordshire rather than Cambridgeshire as originally set out in the draft Section 22a agreement seen by consortia members in September;
2. Professional Standards - moves to the Organisational Support tri-force collaboration and will form part of a new Section 22a agreement;

The remainder of this section draws out areas within the Section 22A agreement that has changed since the previous draft.

Cost Apportionment Formula – Section 13

Chief Finance Officers for the Strategic Alliance have agreed a set of high level principles that will be used for future collaborations.

The cost apportionment for each of the business areas within Joint Protective Services remain on the current formula which is a combination of Net Revenue Expenditure and demand variation in cost apportionment across Joint



Protective Services the actual

formula for each of the business areas is set out in the Service Specifications at Part B.

The three Police and Crime Commissioners have agreed that a review of the cost apportionment for Joint Protective Services will take place in the coming years.

#### Delegation of Authority (On-call arrangements)

A service specification for this business area has not been developed for the following reasons:

- The current work to develop a shared services model for the Strategic Alliance with the Chief Officer for Bedfordshire becoming the lead for Protective Services is still being developed.
- The high level definition of Lead Force arrangements within the Section 22a allows for the delegation of operational Protective Services to continue under the day to day arrangements of the Assistant Chief Officer for Protective Services.
- Further changes are expected to Joint Protective Services with the integration of ERSOU and possible integration of CTIU.

Once lead force arrangements are in place a service specification for Delegation of Authority can be developed and incorporated into the umbrella agreement at a later stage.

#### Accountability Arrangements – Section 8

An additional clause has been inserted which states that the Lead Commissioner under Lead Force arrangements must hold their Chief Officer to account for the delivery of that service in all policing areas under the agreement. This arrangement is in accordance with Home Office guidance.

#### General Liabilities – Section 31

Assurances have been given by the underwriter that they agree to the Lead Force arrangements.

#### Governance Arrangements

Appendix 1 Terms of Reference and 2 Alliance Governance Structure have been amended

#### Legal

An oral update on the legal advice will be reported to the meeting.

#### **Recommendation**

1. That consortia members are assured that the Section 22a Agreement for Joint Protective Services is legally sound and in line with Home Office Statutory Guidance for Police Collaboration (October 2012).

