

**DECISION NOTICE**

**Decision author and proposer: Lisa Lees/ Gwynne Williams**

<b>Subject/ Title:</b>
<b>Collaboration Agreement Pursuant to Section 22A of the Police Act 1966 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011).</b>
<b>Relating to the NORTH WEST EMERGENCY SERVICES NETWORK (ESN)</b>

<b>Type of decision:</b>			
<b>Deputy Mayor's decision</b>	<b>X</b>	<b>Chief Officer's decision</b>	

**In all cases this will need to be approved by the Director Police, Crime, Criminal Justice and Fire.**

<b>The decision is that:</b>
<b>The Deputy Mayor authorises the entering into of the above S.22A agreement, for the NORTH WEST EMERGENCY SERVICES NETWORK (ESN)</b>
<b>The reasons for the decision are:</b>
<p>There is a proposal to update the North West Emergency Services Network s22A Collaboration Agreement into the new template developed by APACE in collaboration with the NPCC and the Association of Police Lawyers.</p> <p>The parties to the current agreement are Cheshire, Cumbria, Greater Manchester Police, Lancashire, Merseyside and the Lead Chief Officer and Policing Body are Cheshire.</p> <p>The ESN project was set up by the Home Office in 2016 to replace the existing Airwave radio network. Each NW Force had a small project team with the Chief Constables from each Force agreeing to contribute towards a small regional team. A section 22 agreement was signed and has been in place since 2017.</p> <p>Ordinarily there would not be an issue with transitioning to the new form of Agreement. However, recently the Home Office announced a major delay to the programme (2 to 3 years) and NPCC made a decision to stand down all regional teams. This is due to happen for the NW at the end of March</p>

2023. In November 2022, the Chief Constable of Cheshire advised in a letter that they had recently taken the pragmatic decision to wind down the regional ESN team given the lack of progress nationally on the project.

One of the general principles of the new form Agreement is that each Party is to share fairly the benefits, risks and liabilities of the collaboration. This will involve each party making a financial contribution to cover its share of any part of the budget that is not covered by external funding. Greater Manchester general contribution ratio is 41.98%.

A Force may withdraw from the collaboration by giving twelve months' notice or the agreement may be terminated at any time by the unanimous agreement of the parties.

Given the national position, and the wish to disband the current arrangements, Cheshire would be amenable to reducing the required notice period and ending the Collaboration by mutual consent. However, it should be noted that the cost sharing provisions contained within the new iteration of the S22 agreement are different. In the new form, the cost of any redundancies of staff who are members of the Centrally Funded Team are a liability of the NORTH WEST EMERGENCY SERVICES NETWORK and the parties agree to proportionately reimburse the cost of any redundancy in accordance with the Apportionment Ratio. **The potential implications of this are set out in the Financial Comments section of this decision.**

Reasons why the updates decision should be signed:

S22A Collaborations should be on the most up to date template, as part of good governance. HMICFRS have a particular interest in collaborations. GMCA were not named on the previous S22a (it referred instead to PCC for GM) and the new form is updated for GDPR.

GMP/GMCA are still a party to the collaboration even though we haven't signed the updated version, but every other regional CC and Policing body has. We will need to work together to agree the position as to how the Agreement will come to an end by way of mutual consent in March 2023.

If the parties cannot reach agreement, then mutual termination will not be possible and will trigger each party serving a 12 months notice to exit and continuing to pay the costs of and incidental to that.

This would be a complex and difficult scenario to navigate through. GMP has some favourable information surrounding the funding below, which suggests that a pragmatic way forward should be adopted.

Whilst this Agreement will be terminated in March 2023 there are of course many other agreements that remain in existence so there is a need to maintain relations in that regard.

**This decision will contribute to priorities of the Greater Manchester strategy in the following ways:**

Greater Manchester Police are party to and benefit from a range of collaboration agreements and risk this position if the updated agreement is not signed.

**Procurement comments:**

Not applicable

**Financial comments:**

One of the general principles of the new form Agreement is that each Party is to share fairly the benefits, risks and liabilities of the collaboration. This will involve each party making a financial contribution to cover its share of any part of the budget that is not covered by external funding. Greater Manchester general contribution ratio is 41.98%.

Given the national position, and the wish to disband the current arrangements, Cheshire would be amenable to reducing the required notice period and ending the Collaboration by mutual consent.

However, the cost sharing provisions contained within the new iteration of the S22 agreement are different to the 2017 agreement. In the new form, the cost of any redundancies of staff who are members of the centrally Funded Team are a liability of the NORTH WEST EMERGENCY SERVICES NETWORK and the parties agree to proportionately reimburse the cost of any redundancy in accordance with the Apportionment Ratio.

This differs from 2017 version that contained an Exit Strategy including a clause providing that in the event the Agreement ends, those staff will return to their home Force that would remain at all times responsible for any salary, benefits or other contractual / employment rights.

Staff working on the regional Centrally Funded Team comprise of:

- Programme Director – Chief Supt from Cheshire Constabulary (already returned to Force)
- Programme Manager – Police Staff from Cumbria Constabulary (already returned to Force)

- Project Manager – Police Staff from Cheshire Constabulary
- Project Manager – Police Staff from Merseyside Police
- Project Assistant – Police Staff from Cheshire Police

In the event that the two Programme Managers and the Project Assistant were made redundant, Greater Manchester would be liable to contribute to redundancy costs at 41.98%, if there was no funding left in the collaboration.

Further, any costs arising from the early termination of the lease for premises related to ESN, and any other costs/liabilities emerging from a due diligence review, such as grants, clawbacks etc still need to be determined.

GMP Solicitor has sought assurances from the region and preserved the position that whilst GMP were willing to sign the new version of the Agreement, we expected that any costs/losses and the potentially redundancy scenarios would be managed in the best way possible for all parties, albeit the costs should be shared in the general spirit of collaboration.

In response, Cheshire Legal, were able to confirm that there is a significant underspend from contributions already made, and that there is ACC approval that underspend would largely cover most of the costs. GMP is content from a financial side for the Agreement to be signed on behalf of GMP.

**Legal comments:**

The S.22 Agreement has been reviewed by the GMCA Deputy Monitoring officer who has approved its content.

**Risk Assessment:**

Whilst this Agreement will be terminated in March 2023 there are many other agreements that remain in existence so there is a need to maintain collaboration arrangements and good relations in that regard.

**Is safeguarding of children relevant and has this been considered:**

Not applicable

**Is safeguarding of vulnerable adults relevant and has this been considered:**

Not applicable

**Agreed by Director – Police, Crime, Criminal Justice and Fire**



Signed... ..

Date.....21<sup>st</sup> December 2022.....

**Agreed by GMCA Deputy Treasurer**



Signed

Date 22/12/2022

**Agreed by Deputy Mayor**

**Only required for a Deputy Mayor Decision on amounts of £50,000+**



Signed: ... ..

Date: ...22<sup>nd</sup> December 2022.....

**Contact Officer:**