



Philip Seccombe
**Police and Crime
Commissioner**
for Warwickshire

Decision Application WPC200029

Letter of Variation – Strategic Alliance Agreement

Application Date:	October 2017	Name of Applicant:	Sara Ansell
Application Decision Reference: WPC20029			
1. Summary of the application			
To agree a letter of variation to the Strategic Alliance Collaboration Agreement – Warwickshire and West Mercia Police.			
2. Background information:			
The Letter of Variation (attached) details the changes in the Chief Officer structure and responsibilities across the Alliance.			
The main change affecting the current arrangement is to have an Assistant Chief Constable for Warwickshire and another identical role for West Mercia. This differs from the current Assistant Chief Constable roles, which cover the Alliance - one for Local Policing and one for Protective services. All the changes detailed in the Letter of Variation are to take effect from 1 st September 2017.			
The Letter of Variation does recognise that the changes will occur incrementally and that any financial implications arising from the changes will be taken into account as part of the planned funding review.			
3. Whether additional information/report is attached to support this decision application			
Yes – the Letter of Variation to the Strategic Alliance Collaboration Agreement between Warwickshire and West Mercia Police.			
4. Expected benefits (non financial)			
The revised arrangement will ensure that the Chief Officer structure supports the continuation of effective policing services across Warwickshire.			

5. Impact of not approving the application

The perceived benefits of a new Chief Officer structure to support operational efficiency and effectiveness may not be fully realised.

6. Costs

Revenue: Any costs arising from the change will be taken into account as part of the planned funding review, and any changes to funding identified by the funding review will be subject to a further variation between the parties.

The changes can however be financed within the current year budget and will also be reflected appropriately in future year budgets, as part of the annual process.

7. Savings:

Any cost or saving implications will be reflected within the current and future year budgets.

8. Equality and Diversity Implications:

None identified.

9. Treasurer's comments

The financial impact is outlined above and will be included in future year budgets, on the basis of the outcomes from the funding review.

10. Legal/Monitoring Officer comments

Clause 9.1 allows the parties to the Strategic Alliance Collaboration Agreement (dated 13 March 2012) to vary the Agreement at any time by agreement between the parties. The Letter of Variation brings into effect the amendments referred to in this decision notice.

Decision of the Police and Crime Commissioner

Agreed



PCC Signature:

Date of Decision: October 2017

LETTER OF VARIATION

RE - STRATEGIC ALLIANCE COLLABORATION AGREEMENT FOR WARWICKSHIRE POLICE AND WEST MERCIA POLICE ('the Agreement').

DATED _____

The Police and Crime Commissioners for West Mercia and Warwickshire and the Chief Constables for West Mercia Police and Warwickshire Police recognise that any programme of change relating to the Agreement will be incremental and that at this time a Letter of Variation is appropriate. However, the parties also agree that should further material changes be required, section 9.2 of Part I to the Agreement may need to be invoked.

The parties acknowledge that the Letter of Variation does not take account of any impact on funding resulting from the changes envisaged. However any such changes will be taken into account as part of the planned funding review. Any changes to funding identified by the funding review will be subject to a further variation between the parties.

The Letter of Variation terms are as follows:

With effect from the 1st September 2017, it is agreed that:

1. The Deputy Chief Constable (DCC) for West Mercia Police will assume responsibility for:

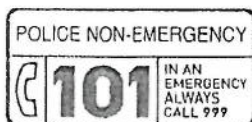
- Professional Standards
- Authorising Officer and Appropriate Authority for West Mercia
- Joint Senior Responsible Officer for Transformation;
- Knowledge and Information Management and Senior Information Risk Owner; and
- Strategic Service Improvement and Performance,

under the Agreement.

2 The Deputy Chief Constable for Warwickshire will assume responsibility for:

- Protective Services & related Operations;
- Authorising Officer; and Appropriate Authority for Warwickshire
- Joint Senior Responsible Officer for Transformation,

under the Agreement.



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SCHEDULE A

COLLABORATION AGREEMENT – LOCAL POLICING

This Agreement is made under Section 22A and Section 23 of the Police Act 1996 (as amended) by the Chief Constable of Warwickshire Police, the Chief Constable of West Mercia Police, the Police and Crime Commissioner for Warwickshire and the Police and Crime Commissioner for West Mercia.

Section A1 : TERMS

A1.1 This Agreement incorporates the general terms set out in the General Agreement for the provision of a Strategic Alliance.

Section A2 : LOCAL POLICING

A2.1 The parties agree that there will be a Local Policing Directorate which will provide Local Policing to the communities of North Warwickshire and South Warwickshire and further that there will be a Local Policing Directorate which will provide Local Policing to the communities of Herefordshire, Shropshire, Worcestershire and Telford & Wrekin (Policing areas).

Section A3 : RESPONSIBILITY FOR DAY TO DAY LOCAL POLICING

A3.1 An Assistant Chief Constable (ACC) has been appointed for each Policing area. The relevant ACCs, will have day to day management responsibility for Local Policing in their areas as defined above at A2.1. The relevant ACCs will prepare and keep under review, Terms of Reference and a structure chart for the Local Policing directorate in accordance with the Strategic Alliance as determined by the ACOG.

A3.2 The ACCs will be accountable for the delivery of the service in accordance with the Strategic direction set out by the ACOG.

A3.3 Officers and Staff working within Local Policing will be required by their appointing Chief Constable to work to the instruction of the ACC for the area in which they are deployed (see A3.1 above) and in accordance with Section 12 of the General Agreement.

A3.4 The ACC will report to the Deputy Chief Constable of their Policing area.

A3.5 The ACC will be responsible to the Chief Constable for the day to day health and safety of all Officers and Staff working in Local Policing in their area and for ensuring that all appropriate risk assessments are being carried out for Local Policing, are up to date and complied with.

SCHEDULE B COLLABORATION AGREEMENT – PROTECTIVE SERVICES

This Agreement is made under Section 22A and Section 23 of the Police Act 1996 (as amended) by the Chief Constable of Warwickshire Police, the Chief Constable of West Mercia Police, the Police and Crime Commissioner for Warwickshire and the Police and Crime Commissioner for West Mercia .

Section B1 : TERMS

B1.1 This Agreement incorporates the general terms set out in the General Agreement for the provision of a strategic Alliance.

Section B2 : PROTECTIVE SERVICES

B2.1 The parties agree that there will be a single Protective Services function which will provide joint Protective Services to the communities of Herefordshire, Shropshire, Worcestershire, Telford & Wrekin, North Warwickshire and South Warwickshire.

Section B3 : RESPONSIBILITY FOR THE DAY TO DAY MANAGEMENT OF PROTECTIVE SERVICES

B3.1 A joint Chief Superintendent has been appointed (Ch Supt). This Ch Supt will have day to day management responsibility for Protective Services. This Ch Supt will prepare and keep under review Terms of Reference and structure chart for the Protective Services function in accordance with the Strategic Alliance as determined by the ACOG.

B3.2 The Ch Supt Protective Services will be accountable for the delivery of the joint service in accordance with the strategic direction set out by the ACOG.

B3.3 Officers and Staff working within Protective Services will be required by their appointing Chief Constable to work to the instruction of the Ch Supt for Protective Services and in accordance with Section 12 of the General Agreement.

B3.4 The Ch Supt Protective Services will report to the Deputy Chief Constable for Warwickshire Police.

B3.5 The Ch Supt Protective Services will be responsible to the Chief Constables for the day to day health and safety of all Officers and Staff working in Protective Services in their area and for ensuring that all appropriate risk assessments are being carried out for Protective Services, are up to date and complied with.