



Philip Seccombe  
Police and Crime  
Commissioner  
for Warwickshire

## Notice of Decision

**Decision Title: HOSTED DIGITAL SERVICES: West Mercia Police**

**Decision Reference: WPC20181**

**Lead Officer: Polly Reed**

**Date: 29 March 2021**

**Status: Non-Confidential**

*If confidential, rationale:*

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### Decision Summary

To sign the Letter of Variation varying the Collaboration Agreement dated 30 March 2020 agreed between the Chief Constable and Police and Crime Commissioner of Warwickshire Police ("**Warwickshire**") and the Chief Constable and Police and Crime Commissioner of West Mercia Police ("**West Mercia**") pursuant to section 22A of the Police Act 1996 (as amended) in relation to Hosted Services (Forensics, Transactional Services and File Storage) ("**Hosted Services Agreement**") to allow the introduction of ICT and Digital Services from 1 October 2021.

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I confirm that I do not have any disclosable pecuniary interests in this decision and that the decision is in compliance with the Code of Conduct. Any interests are indicated below

Signature

Date 30 March 2021

## **1. Background Information**

Warwickshire and West Mercia currently have a shared ICT service pursuant to a fixed term section 22A Shared ICT Services Agreement dated 30 March 2020 (“**Shared Services Agreement**”). The Shared Services Agreement will expire on 30 September 2021.

Warwickshire and West Mercia have agreed that certain ICT and digital services will or may be provided on a hosted basis by West Mercia and made available to Warwickshire with effect from 1 October 2021 for a fixed term of 18 months.

The Letter of Variation will vary the Hosted Services Agreement with effect from 1 October 2021 (by which time, Forensics and Transactional Services will no longer be provided under the Hosted Services Agreement) to include Hosted ICT and Digital Services. The Letter of Variation includes a mechanism which shall have immediate effect by which Warwickshire can indicate which ICT services it will require from 1 October 2021 and the parties can agree the cost, calculated by reference to the Shared Services Agreement costs and the number of services to be provided on a hosted basis.

Warwickshire and West Mercia consider that the delivery of the services for the Term would be in the interests of the efficiency and/or effectiveness of one or more of the Policing Bodies or police forces and to finalise transition of the services from the previous Shared Services Agreement.

The Policing Bodies agree that they shall provide the financial resources and support to the ICT and digital services. The Chief Officers agree that they should continue to collaborate in the services.

## **2. Detail of additional information attached**

- Letter of Variation - Not for publication – Exempt from disclosure under S.43 (Commercial Interest)
- Hosted Service Agreement - Not for publication – Exempt from disclosure under S.43 (Commercial Interest)

## **3. Expected Benefits**

The Letter of Variation will allow Warwickshire to decide which of the currently shared ICT and Digital Services it will seek to access on a hosted basis and ensure the force has any necessary ICT and Digital Services from 1 October 2021.

## **4. Impact of not approving the application**

Warwickshire may not have access to certain ICT and Digital Services after the Shared Service Agreement expires, which it may still require as part of the transition

from previous shared ICT services to the two forces operating independently of each other.

## **5. Costs (including any identified savings)**

The costs will be agreed for each service Warwickshire requests pursuant to the Letter of Variation. The costs for the required services, will be calculated by reference to the methodology outlined in the hosted services agreement. All service costs must be met within the budget for capital and revenue.

## **6. Equality Implications**

There are no identified equality and diversity implications. ICT and digital services will be delivered by West Mercia staff, operating in accordance with West Mercia policies and procedures to deliver agreed service levels. All human resources and operational activities will take place in accordance with West Mercia equality and diversity measures.

## **7. Legal Implications**

The Commissioner has received legally privileged advice throughout the process of negotiating and agreeing the terms of the Letter of Variation and the amendments to the Hosted Services Agreement.

## **8. Publication**

Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) and other legislation. Unless the information provided is covered by an exemption, the information contained in the form will be published on the Warwickshire PCC website.

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## **Comments from the Treasurer**

The arrangements for calculating the hosted service costs are detailed within the agreement terms. All revenue costs must be delivered within the annual budget.

## **Comments from the Chief Executive and Monitoring Officer**

This agreement is varied to provide a mechanism for West Mercia to provide Warwickshire with access to IT applications up to March 2023.