



**Lancashire
Constabulary**

police and communities together

JOINT MANAGEMENT BOARD

ITEM 2016 158	DATE: 17 TH FEB 2017
TITLE: COLLABORATION AGREEMENT FOR THE NORTH WEST EMERGENCY SERVICES NETWORK	
REPORT BY: Superintendent Edward Newton Sponsored ACO Ian Cosh	

Purpose

All forces in the North West region (Cheshire, Cumbria, Greater Manchester, Lancashire, Merseyside and North Wales) are currently collaborating in order to replace the AIRWAVE police radio communication system with the new national Emergency Services Network. The purpose of this report is for Chief Officers and the P.C.C. to consider signing the attached 'COLLABORATION AGREEMENT FOR THE NORTH WEST EMERGENCY SERVICES NETWORK'

Background

The police forces within the North West have agreed to a coordinated and collaborative approach to ESN mobilisation, transition and implementation. In addition Cheshire Constabulary has been appointed as the 'Host' force and will provide the necessary support and assistance where required.

Whilst it is recognised that the region require a Programme Board structure to support the implementation, it is also relevant to note that each Force has instituted a Project Team to ensure their preparedness for implementation of ESN.

The creation of a Project Coordination Group structure, headed by the ESN Programme Director and Programme Manager, has been identified as the most suitable approach to ensuring collaboration and a successful ESN implementation. This has included a formalized approach to governance, including the identification of key roles to support the programme namely:-

- North West ACPO Senior Responsible Officer (SRO) – DCC McCormick
- North West ESN Programme Director – T/Chief Superintendent Damien Smethurst

The Emergency Services Mobile Communication Programme will see a fundamental change to how each force will receive critical voice and mobile broadband as part of a national Emergency Service Network for the UK. The scope and complexity of the Emergency Service Network roll out will have a significant impact on all Emergency Services and support agencies who currently utilize Airwave secure communications.

It will require force-wide reviews of any plans or considerations for refreshing or awarding contracts in the areas of airwave, mobile data, mobile telephony (or any equipment that has a SIM card, a network connection and a monthly charge), together with due consideration for collaborative and operational arrangements that the transition may impact upon. Whilst each force will be required to assess the risks and opportunities for the transition to ESN it also allows for the region to consider cost implications of adopting a singular or lone roll out as opposed to collaborative arrangements – including such elements as training, vehicle re-fits and procurement options.

At this time the North West is due to commence transition on to ESN in 2018. The North West police forces will be the first emergency services to transition onto ESN, with National services (BTP, CNC etc.), the Metropolitan Police Service and East Midlands transitioning three months afterwards. This requires compatible and configured control room assets to be in place in each organisation which is a required factor prior to transition commencing for the entire ESCMP. In addition each force will need to consider how ESN will impact and alter their communication landscape (including peer forces and internal partner arrangements).

Whilst the move onto ESN is not officially mandated by the Home Office, it is accepted that any Emergency Service which does not transition onto the ESN system will no longer be viable for the purposes of secure communication or operational interoperability between peers.

Recommendation

To consider and sign the attached 'Collaboration Agreement' on behalf of the Constabulary and PCC.

Signature

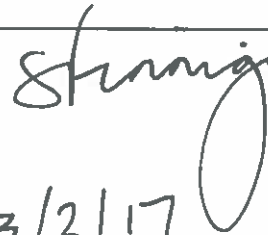


Police and Crime Commissioner

Date

27th February 2017

Signature



Chief constable

Date

23/2/17


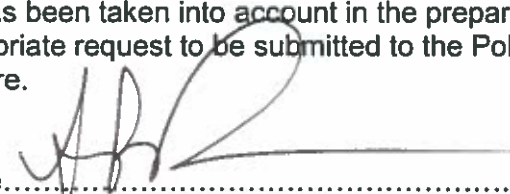
PART I

- 1. Background and Advice**
- 2. Links to the Police and Crime Plan**
- 3. Consultation**
- 4. Implications**
 - a. Legal**
 - b. Financial**
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Information in this form is subject to the Freedom of Information Act 2000 and other legislation.

Part 1 of this form will be made available on the PCC website within 3 working days of approval. Any facts/advice/recommendations that should not be made available on request should not be included in Part 1 but instead on the separate Part 2 form.

Officer declaration	Date
<p>LEGAL IMPLICATIONS</p> <p>Lancashire Constabulary solicitor Luke McGrath has reviewed the 'Collaboration Agreement' and provided the following advice:-</p> <p><i>The whole agreement will be binding but like most of these types of agreement it is unlikely to be enforced through legal channels. It is far more likely that the parties would reach agreement (either informally or under sections 8 of the documents) than resort to legal action in my view but, strictly speaking, the agreement would be binding and could be enforced through the Court. As an aside I think it is likely that the general agreement would contain a dispute resolution clause which would further reduce the likelihood of litigation.</i></p> <p><i>In my view a Collaboration Agreement under s.22A of the Police Act 1996 is the appropriate vehicle for an agreement of this nature. The statutory provisions have been correctly applied and the Agreement contains those provision that one would expect in such a document.</i></p> <p><i>We must carefully consider our obligations under the Agreement. They are mainly set out in section 6 but with funding (2.4), Insurance (5.6) and Information management (7) appearing elsewhere.</i></p> <p><i>Section 2 will be binding and enforceable. It is clear that the parties would enter this agreement knowing that withdrawal would be difficult and potentially costly. Given the nature of the collaboration the provisions in section 2 are not unreasonable in my view.</i></p>	

<p><i>There is nothing in the Agreement that I regard as excessive or unreasonable in a legal context. I cannot comment on whether the financial and practical obligations set out above are reasonable.</i></p> <p>Both the North West ESN Programme Director and North West Senior Responsible Owner are Cheshire Constabulary officers C/Supt Smethurst & DCC McCormick and are the vice-chair and chair of the Regional Programme Board.</p>	
<p>FINANCIAL IMPLICATIONS</p> <p>Section 2.6 of the agreement places a liability on signatory forces during the notice period of any withdrawal (12 months) for <i>“all the costs and liabilities associated with their withdrawal from the collaboration which are reasonably incurred by any of the collaborating partners”</i></p> <p>Section 5.7 states that <i>“where additional costs are incurred as a result of a failure by the Collaboration as a whole to meet nationally prescribed timescales for ESN implementation, the costs will be shared between the Collaborating Partners”</i></p>	
<p>EQUALITIES IMPLICATIONS</p> <p>None Identified</p>	
<p>CONSULTATION</p> <p>Lancashire Constabulary has an internal ESN Board chaired by ACO Ian Cosh and the PCC is represented through the OPCC. This board consists of representatives from all key internal business areas.</p>	
<p>Director to the Office of the Police and Crime Commissioner (Monitoring Officer)</p> <p>I have been informed about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lancashire.</p> <p>Signature  Date <u>27/2/17</u></p>	

PART II

Restricted Information

