

SECTION 92 GRANT



Agreement between

The Chief Constable for Bedfordshire

and

Leighton-Linslade Town Council

Agreement Reference Number - Op DODFORD

for

Provision of a Police Act 1996 Section 92 Grant

THIS AGREEMENT is dated 2019 and made between

(1) **Leighton-Linslade Town Council**, The White House, Hockliffe Street, Leighton Buzzard, Bedfordshire LU7 1HD (hereinafter referred to as "LLTC")

and

(2) **The Chief Constable for Bedfordshire**, Police Headquarters, Woburn Road, Kempston, Bedford MK43 9AX (hereinafter referred to as "Chief Constable").

1 Definitions

1.1 The following definitions shall apply within this Agreement.

- | | | |
|---|--------------------|------------------------------------------------------------|
| a | 'PCC' | means 'The Police and Crime Commissioner for Bedfordshire |
| b | 'LLTC' | means 'Leighton-Linslade Town Council'. |
| c | 'AGREEMENT' | means this Agreement document construed as one instrument. |

- d **'DULY AUTHORISED OFFICER'** means any person authorised by either party to act on their respective behalf for the purposes of the Agreement or any order.
- e **'SERVICES'** means the services set out in the service level Schedule.
- f **'POLICE OFFICER'** means a Police Officer of Bedfordshire Police
- g **'CHIEF CONSTABLE'** means the Chief Constable of Bedfordshire Police
- h **'POLICE STAFF'** means a member of the staff employed by Bedfordshire Police
- i **'PCSO'** means a member of the staff employed by Bedfordshire Police as a Police Community Support Officer.
- j **'GDPR'** means EU General Data Protection Regulation 2016/679

2 Principle Objectives of This Agreement

- 2.1 The following Grant Agreement has been drafted between Chief Constable and LLTC with the primary aim and principle objective of providing the Chief Constable with a funding grant from LLTC for the provision of additional chargeable policing services.

The purposes of this Agreement are: -

- a) to govern the relationship between Chief Constable and LLTC in relation to each party's responsibilities,
- b) provide a clear understanding of the duties of each party in relation to the contributions to this Agreement.

3 Grants by local authorities - Section 92 of the Police Act 1996

- 3.1 This Agreement is made pursuant of Section 92 of the Police Act 1996 (as amended).
- 3.2 Section 92 (2) of the Police Act allows the council of a county, district, county borough, London borough, parish or community to make grants to any police and crime commissioner whose police area falls wholly or partly within the council's area.
- 3.3 Section 92 (3) states that grants under this section may be made unconditionally or, with the agreement of the chief officer of police for the police officer concerned, subject to conditions.
- 3.4 In this Grant Agreement, grants made under Section 92 are made conditionally that:
 - a) The claims against the Grant Agreement are made for policing in the LLTC area.

The total claims do not exceed the maximum Grant Agreement specified in Appendix B.

4 Duration of this Agreement

- 4.1 This Agreement shall be for a period of 12 months commencing on the 1st day of April 2018.

5 Prices

- 5.1 The prices charged shall be in accordance with the provisions of the Agreement. All prices shall be in pounds sterling.
- 5.2 The prices under this agreement will be subject to an annual increase (1st September) in line with Home Office nationally agreed increase to pay scales for Police Officers and nationally agreed increases in pay scales for Police Staff and Police Community Support Officers.

6 Inducements

- 6.1 If LLTC or any person employed by or acting on their behalf in relation to this Agreement with the Chief Constable;
- a) offers or gives or agrees to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action or for showing or forbearing to show favour or disfavour to any person, or
 - b) commits any offence under the Prevention of Corruption Acts 1889 to 1916, Bribery Act 2010 or any enactment replacing or amending those Acts, or
 - c) gives any fee or reward the receipt of which is an offence under the Local Government Act 1972 or any enactment replacing or amending that Act,

then the Chief Constable shall be entitled to terminate the Agreement.

7 Disclaimer

- 7.1 This Agreement is not an endorsement of any LLTC products or services. All advertising and merchandising material will denote this. Under no circumstances, shall any of the Constabularies or PCC's crests, logo's or name appear on any promotional literature, including leaflets, videos, posters etc., unless prior authorisation has been approved in writing by the PCC.

8 Law

- 8.1 This Agreement is to be constructed and enforced in accordance with English Law and is subject to the exclusive jurisdiction of the English courts to which the parties hereto submit. This clause shall not prevent any party from seeking interim relief in any court of competent jurisdiction.

9 Indemnity

- 9.1 LLTC shall indemnify and hold indemnified any member of staff, Police Officers and Police Community Support Officers working in relation to this Agreement against any act of negligence, damage or injury for when LLTC is responsible, howsoever such damage or injury shall arise.

10 Insurance

- 10.1 LLTC shall arrange adequate insurance to cover the liability referred to in Clause 9. LLTC shall on request by Chief Constable or PCC produce proof of the existence, adequacy and currency of such insurance policies. In this respect, LLTC will be required to hold insurance cover by means of a Public Liability Policy to a minimum of £5,000,000 for any one occurrence.

11 Compliance with Laws and Regulations

- 11.1 LLTC shall in carrying out the terms of the Agreement comply with the provisions of the Health and Safety at Work Act 1974, the regulations concerning the Control of Substances Hazardous to Health, the bye-laws and regulations in force within the revised Police District boundaries of Bedfordshire Police and all other material laws and regulations. LLTC shall indemnify Chief Constable and PCC against any breaches and any proceedings in respect of any such laws and or regulations. LLTC shall give any notices and obtain any licences, permissions or permits required by law to enable the Agreement to be performed.

12 Precedence

- 12.1 These conditions and any attachments hereto take precedence over any additional or different terms and conditions, to which notice of objection is hereby given.
- 12.2 These conditions, together with any attachments in connection with the Agreement constitute the entire understanding between the parties and supersede any previous communications, representations or Agreements, whether oral or written. No change to any of these conditions shall be valid or binding on either party unless in writing and signed by a Duly Authorised Officer of each party.

13 Contracts (Rights of the Third Parties) Act 1999

- 13.1 This Agreement shall not create any rights that shall be enforceable by anyone other than the parties to this Agreement.

14 Termination of the Agreement

- 14.1 Both parties may at any time terminate this Agreement in its entirety, without compensation, liability and without prejudice to any rights previously accrued.

- 14.2 Notice of termination must be in writing signed by a Duly Authorised Officer of either party, giving no less than one calendar months' notice. The notice shall be served by first class post to the address set out in the definitions of this Agreement.

15 Confidentiality

- 15.1 LLTC shall not without the written consent of Chief Constable during the Agreement period or at any time thereafter make use of/for his own purposes or disclose to any person (except as may be required by law), the Agreement documents or any information contained therein or in any material provided to the LLTC by Chief Constable pursuant to the Agreement or prepared by the Contractor pursuant to the Agreement, all of which information shall be deemed to be confidential.
- 15.2 The LLTC shall neither dispose of nor part with possession of any confidential material provided to the LLTC by the pursuant to the Agreement; other than in accordance with the express written instructions of Chief Constable.
- 15.3 The LLTC shall not and shall ensure that his employees do not divulge to any third party any information which comes into their possession in the course of providing the service or goods.
- 15.4 Chief Constable and PCC cannot sign up to confidentiality clauses.

16 The Freedom of Information Act 2000

- 16.1 The Chief Constable is a corporation sole and PCC is a public authority to which the Freedom of Information Act 2000, The Environmental Information Regulations 2004 and the Code of Practice on Access to Government Information (2nd edition) applies. The Chief Constable and PCC are obliged to consider written requests for information from members of the public and must disclose the requested information unless an exemption is available under the Act or Regulations. In response to a request for information (including information provided by LLTC in the course of this tendering exercise), the Chief Constable and/or PCC may be required to confirm or deny they hold information and communicate the information to the applicant.
- 16.2 Chief Constable and/or PCC must respond to requests for information by the 20th working day after the request is received and, whilst Chief Constable/PCC may consult with you (but will not necessarily do so) about specific requests, any such consultation will have to be completed within a very short timescale. Accordingly, LLTC must consider whether any of the information supplied (or relating to LLTC) in this tendering exercise falls within one or more of the exemptions contained in Part II of the Freedom of Information Act 2000. If you do consider any such exemption to exist, then LLTC must set out for Chief Constable/PCC in detail, at the earliest opportunity (preferably when providing the information) the particular information to which any exemption applies and the specific grounds for contending that the exemption exists.
- 16.3 LLTC must provide Chief Constable / PCC with all reasonable assistance and co-operation to enable it to comply with any requests for information received under the Freedom of Information Act 2000 within the prescribed time limits.

- 16.4 LLTC must take any necessary legal advice in relation to the operation of the Freedom of Information Act 2000 at the earliest opportunity.
- 16.5 No liability shall arise on the part of Chief Constable/ PCC in respect of the disclosure of any information by it in proper compliance with the Freedom of Information Act 2000.
- 16.6 The Chief Constable and PCC do not intend to divulge any personal data for non-law enforcement purposes, outside of European Justice / Home Affairs measures and undertake compliance with the EU General Data Protection Regulation 2016/679 (GDPR) & EU Data Protection Directive 2016/680 ('Law Enforcement Directive').

17 Racial Discrimination and Equality of Opportunity

- 17.1 The Chief Constable shall, in the course of providing the Services under this Agreement comply in all material respects with the provisions of appropriate employment and equality laws and regulations and will indemnify LLTC against any claims that may be brought in respect of breaches by the Chief Constable. These will include, but not limited to:
- The Race Relations Act 1976, as amended by the Race Relations (Amendment) Act 2000
 - The Race Relations Act (Amendment) Regulations 2003
 - Employment Equality (Religion or Belief) Regulations 2003
 - Disability Discrimination Act 1995
 - Equal Pay Act 1970 (Amendment) Regulations 2003
 - Employment Equality (Sexual Orientation) Regulations 2003
 - Sex Discrimination Act 1975 (Amendment) Regulations 2003
 - Employment Equality (Sexual Orientation) Regulations 2003
 - The Equality Act 2006
 - Age Discrimination Act – (October 2006)
 - The Equality Act 2010
 - Police Reform and Social Responsibility Act 2011
 - EU General Data Protection Regulation 2016/679
 - EU General Data Protection Regulation 2016/680
 - Data Protection Act 2018

APPENDIX A

OBLIGATIONS AND RESPONSIBILITIES OF CHIEF CONSTABLE

Under this Agreement, Chief Constable shall be responsible for the provision of the following.

- 1.1 Provision of services up to a Grant Agreement maximum value of £40,000 in the delivery of this service between 1st April 2019 and 31st March 2020.
- 1.2 Delivery of targeted policing services during the course of the agreement, taking account of local policing priorities and noting guidance from LLTC. No taskings will be undertaken that do not have the support of both Chief Constable and LLTC.
- 1.3 Policing services may be delivered on a demand basis, rather than scheduled basis, within the provisions of 1.1 above, with the proviso that monthly service delivery will not exceed £3,000 without written agreement of LLTC and Chief Constable.
- 1.4 Chief Constable, through the local policing team, will attend an appropriate quarterly LLTC committee meeting, every other month deliver a written report to LLTC and monthly a representative of Chief Constable will meet with the Town Clerk or their representative to ensure a two way flow of matters relating to this agreement. The written report will be augmented by a breakdown of policing services delivered under this agreement, for the previous month.
- 1.5 Services under this agreement are to be delivered through the use of Police Officers of the rank Special Constable, Police Constable or Police Sergeant and PCSOs, unless otherwise agreed in writing.
- 1.6 Chief Constable does not charge for transporting Police Officers, Police Community Support Officers, Special Constables and Police Staff, where vehicles are utilised that have more than 8 seats and as such might become subject to the provisions of the Public Passenger Vehicles Act 1981.

APPENDIX B

OBLIGATIONS AND RESPONSIBILITIES OF LLTC

Under this Agreement, LLTC shall be responsible for the following.

- 1.1 To grant the PCC a maximum amount of £40,000 for provision of additional police services between 1st April 2019 and 31st March 2020.
- 1.2 Delivery of guidance to target policing services during the course of the agreement, as required. Guidance for services will be given by the LLTC Town Clerk and / or the relevant LLTC committee.
- 1.3 Establishment of a LLTC/PCC Police Liaison Sub-Committee (or equivalent) to receive reports and deliver guidance for targeted policing services.

APPENDIX C

CHARGING SCHEDULE

Charges rates to be used for claims against the Grant Agreement for Police Services under the Police Act 1996 Section 92 for 1st April 2019 through 31st March 2020 shall be as follows.

Uniform and CID	Full Economic Cost Hourly Rate £	Abated Cost Hourly Rate £
Sergeant	£78.87	£45.83
Constable	£71.60	£41.08
Special Constable	£35.80	£20.54
PCSO	£45.67	£21.77

Charges for Section 92 Services under Operation Dodford will be charged at the abated rate, following the approval from the Divisional Commander.

Payment

The PCC shall submit an invoice to LLTC in arrears, in respect of any payment due under this Grant Agreement.

Payment Account Details	
Account Name	Bedfordshire Income Account
Account Number	[REDACTED]
Sort Code	[REDACTED]
Recipient Bank	National Westminster Bank, 81 High Street, Bedford, MK40 1YU

Payment shall be made to The PCC for Bedfordshire, Finance Department, Woburn Road, Kempston, Bedford MK43 9AX within 30 (thirty) days from the date of invoice

APPENDIX D

TIME LOG SHEET

The following log sheet shall be completed and acknowledged by a duly authorised signatory of Bedfordshire Police.

Agreement Reference.....

Police Officers Name.....

Collar Number.....

Date	Start	Finish	Hours worked	Patrols/Duties Undertaken
Total Hours worked				

Signature (Police Officer)

Countersigned (Bedfordshire Police) Supervisor

APPENDIX E

AGREEMENT ACCEPTANCE – OPERATION DODFORD

The following information is to be completed by Chief Constable.

Signed
Name (Block Capitals) In the capacity of	STUART GOODWIN SENIOR ACCOUNTANT
Duly Authorised to sign Agreement for and on behalf of:	
The Chief Constable for Bedfordshire Police Headquarters, Woburn Road, Kempston Bedford MK43 9AX	
Telephone	01234-842334
Dated/...../ 2019

The following information is to be completed by LLTC.

Signed
Name (Block Capitals) In the capacity of:	MARK SACCOCCIO TOWN CLERK
Signed
Name (Block Capitals) In the capacity of:	TONY MORRIS CHAIR / COUNCILLOR
Signed
Name (Block Capitals) In the capacity of:	CAROLE PERHAM VICE CHAIR / COUNCILLOR
Duly Authorised to sign the Agreement for and on behalf of:	
Leighton-Linslade Town Council The White House, Hockliffe Street, Leighton Buzzard, Beds LU7 1HD	
Telephone	01525-631913
Dated/...../2019

Signature of this Agreement constitutes acceptance of the Agreement and its conditions.

