



RECOMMENDATION REPORT

DECISION: 15/2024	DATE: 14 AUGUST 2024
TITLE: S22A COLLABORATION AGREEMENT IN RELATION TO THE MODERN SLAVERY AND ORGANISED IMMIGRATION CRIME PROGRAMME 2023-2024	
AUTHOR: IAN DICKINSON, HEAD OF GOVERNANCE AND ACCOUNTABILITY	
Executive Summary The Police & Crime Commissioner is asked to sign a Section 22A Collaboration Agreement in relation to the Modern Slavery and Organised Immigration Crime Programme ("MSOICP) 2023-2024.	
Recommendations: 1. That the Police and Crime Commissioner for Lancashire approves the signing Section 22A Collaboration Agreement in relation to the Modern Slavery and Organised Immigration Crime Programme 2023-2024.	

PART II

1. Background and Advice

- 1.1 The Parties entered into a collaboration agreement pursuant to section 22A of the Police Act 1996 dated December 2019 pursuant to which they established a collaborative venture known as Modern Slavery Police Transformation Programme (now the Modern Slavery and Organised Immigration Crime Programme) (the “Programme”) with the aim of providing support to police forces in England and Wales to improve their response to Modern Slavery through the establishment of the Modern Slavery Teams (as defined in that agreement) (the “2019 Collaboration Agreement”).
- 1.2 The 2019 Collaboration Agreement was amended by further Agreements dated 2020 and 2021. PCC Decision notice 2020/48.
- 1.3 The 2019 Collaboration Agreement stated the Strategic Oversight Board shall be entitled to recommend the Programme shall continue beyond 31st March 2020 provided the terms of the agreement under Section 22A of the Police Act 1996 (as amended) to continue the Programme beyond 31st March 2023 are the terms set out in the APACCE Agreement.
- 1.4 It is acknowledged there was no formal agreement for the 2022/2023 period, however the services of the Programme continued to be provided in line with the 2021/2022 agreement. There are no known Liabilities that arouse during 2022/2023 period.
- 1.5 Accordingly, the Parties entered into a collaboration agreement pursuant to section 22A of the Police Act 1996 on the terms set out in the APACCE Agreement dated April 2022 confirming the extension of the Programme during the period from 1st April 2023 to 31st March 2024 (the “2023 Collaboration Agreement”).
- 1.6 The Chief Officers, Policing Bodies and other Parties now wish to confirm the extension of the Programme during the period 1st April 2023 to 31st March 2024 and accordingly wish to enter into a collaboration agreement (again on the terms set out in the APACCE Agreement) pursuant to section 22A of the Police Act 1996 (as amended by the PRSRA) containing provision relating to the discharge of functions of members of a police force (“force collaboration provision”).
- 1.7 The agreement states the continuation of the MSOICP would be in the interests of the efficiency and/or effectiveness of one or more policing bodies or police forces and therefore the Parties have agreed to exercise their collaboration functions so as to give effect to this Agreement.
- 1.8 This Agreement replaces any earlier collaboration agreements entered into in respect of Modern Slavery Police Transformation Programme (including the Original Collaboration Agreements) and governs the Parties’ continued collaboration in relation to the Modern Slavery and Organised Immigration Crime Programme. The Parties consider that the continuation of Modern Slavery and Organised Immigration Crime Programme would be in the interests of the efficiency and/or effectiveness of one or more policing bodies or police forces and therefore the Parties hereby agree to exercise their collaboration functions so as to give effect to this Agreement. In particular: 1.7.1 the Policing Bodies agree that the purpose of this Agreement is to provide a national team, funded by the External

Funding, to deliver the responsibilities and strategic aims of the Modern Slavery and Organised Immigration Crime Programme as set out in Clause 1.7.2 the Policing Bodies agree that, although the Budget does not anticipate any Financial Contributions to be required from them, should any Financial Contributions be required for any reason as set out in Schedule 2 and approved by the Policing Bodies in accordance with Clause 3.2.5.3, the Policing Bodies shall provide the financial resources and other support required from them in accordance with the terms and conditions of this Agreement; and 1.7.3 the Chief Officers agree that they should continue to collaborate in the Modern Slavery and Organised Immigration Crime Programme and that they shall continue to provide the officers, staff, equipment and support necessary to give effect to this Agreement.

1.9 The responsibilities and strategic aims of the Modern Slavery and Organised Immigration Crime Programme (more particularly described in Schedule 1) are: 1.8.1 to protect vulnerable people by driving and embedding an innovative, consistent, and effective policing response to modern slavery and organised immigration crime; 1.8.2 to continue to seek opportunities to improve the efficiency and effectiveness of one or more of the Policing Bodies or police forces in respect of the provision of policing response to modern slavery and organised immigration crime; and 1.8.3 anything which could be considered incidental or ancillary to any of the aforementioned strategic aims.

1.10 Devon and Cornwall Police is the Lead Force for the MSOICP, with the Police and Crime Commissioner for Devon and Cornwall being the Lead Policing Body and the Chief Constable of Devon and Cornwall Police being the Lead Chief Officer. 1.10 The governance roles of the Policing Bodies and Chief Officers in respect of the collaboration have been defined in accordance with their statutory responsibilities and are set out in the Agreement. The Policing Bodies are responsible for the strategy for the collaboration and the funding of the collaboration. Chief Officers will be responsible for advising on the operational considerations in respect of the collaboration. The same decision-making process will apply to both Policing Bodies and Chief Officers. In each case their position will be determined by majority vote. Specific day to day management arrangements of the Governance Boards (the Strategic Assurance Board and the Programme Board), which are subject to the governance matters reserved to the Policing Bodies and Chief Officers.

1.11 The Modern Slavery Programme began consultation with regard to the agreement in 2019 and the agreement has been revised in line with feedback from Forces, ROCU's and Office of the Police and Crime Commissioners (OPCC's) and where not revised an explanation has been provided.

2. Link to the Police and Crime Plan

2.1 The functions of the Modern Slavery and Organised Immigration Crime Programme 2023-2024, as outlined in the Section 22A Collaboration Agreement fully support the Police and Crime Commissioner's key principle of "protecting and supporting victims and the vulnerable".

3. Implications

3.1 Legal

The Section 22A Collaboration Agreement has been reviewed by the Constabulary's legal team, who have advised that there are no concerns with the Agreement.

3.2 Financial

The Budget for MSOICP is anticipated to be fully funded by a Grant from the Home Office and that, as such, no financial contributions are expected to be required from the Parties. In the event of any shortfall from Budget, each party's financial contributions shall be its Apportionment Percentage which, for 2023/24, are set out in Schedule 2 'Funding Principles' of the Agreement.

3.3 Equality Impact Assessment

None directly relating to the Constabulary.

3.4 Data Protection Impact Assessment

There are no direct data protection implications in the making of this decision.

4. Risk Management

There are no specific risks are identified within the Force and OPCC Registers on this issue.

5. Public access to information

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
Author – Head of Governance and Accountability (Monitoring Officer)		
Signature	Ian Dickinson	Date 14 August 2024
Sponsor		
I have read the above report and confirm this is factually correct.		
Signature		Date

Chief Finance Officer to the Office of the Police and Crime Commissioner

I have read the above report and have considered the financial implications. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lancashire.

Signature Steve Freeman

Date 22/08/2024

Monitoring Officer to the Office of the Police and Crime Commissioner

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.

Signature Ian Dickinson

Date 22/08/2024

Appendix 1 – Social Value

Delivering >£57m social value to Lancashire through a collaborative commitment to improving economic, social and environmental wellbeing

Lancashire CPIP Social Value Proposal - We will deliver £57,431,517 Social Return on Investment (SROI) through project delivery, based on proxy values provided in Part B. Our proposal is summarised in Table 1.

Our Proposal is aligned to the Social Value Aims and Objectives within the Lancashire Police Social Value Policy. It incorporates the principles stated in the Lancashire Enterprise Partnership Social Value Toolkit and, where feasible, includes solutions to assist Lancashire Police in achieving the 5 priorities outlined in the Police Crime Plan.

TABLE 1 – LANCASHIRE CPIP SOCIAL VALUE TARGETS

Educational opportunities	
Education Engagement (hours)	70
Unemployed Career Mentoring (hours)	12
Student Placements (weeks)	8
Number of places on 12-month Wellbeing Programme Access	29
Employment Opportunities	
Local FTE employment opportunities within 30 miles of site	4
Subcontractors within 30 miles of site	20
Armed Forces Veterans/NEETs/16-25 care leavers hired on project	6
Apprentice or T-Level weeks delivered	250
Economic Impact	
Supply chain within 30 miles of site	90%
Spend with subcontractors within 30 miles	£35m
Spend with MSME's within 30 miles	£31.7m
Amount spent with VCSE's in supply chain	£20,000
Local Community Support	
Community Initiatives to Reduce Crime	£5,000
Community Initiatives to Address Homelessness	£3,000
Community Donations - cash and products	£2,000
Volunteering Hours	20
Environmental Initiatives	
Community Environmental Activities	£5,302
Co2 emissions saved through exemplar practices	956 tCo2-eq
Climate change and carbon reduction training for all staff	£4,242
Commitment to Net Zero Carbon before 2050	On Target

FIGURE 2 OUR PROPOSED TIMELINE FOR THE DELIVERY OF KEY ACTIVITIES ALIGNED TO THE PROJECT PROGRAMME



