

## PFCC Decision Report

Please ensure all sections below are completed

<b>Report reference number:</b> PFCC/089/18
<b>Classification:</b> OFFICIAL
<b>Title of report:</b> Signing of a Police Services Agreement for Stansted Airport
<b>Area of County/Stakeholders affected:</b> Stansted Airport
<b>Report by:</b> Paul Knapp – Senior Contracts Manager – Procurement Services <b>Date of report:</b> 13th June 2018 <b>Enquiries to:</b> <a href="mailto:Paul.knapp@kent.pnn.police.uk">Paul.knapp@kent.pnn.police.uk</a>

### 1. Purpose of report

This Decision Report is to request that the Commissioner co-signs a Police Services Agreement (PSA) on behalf of Essex Police relating to the provision of policing services to Stansted Airport, the provision of which is chargeable to the Airport owners, Manchester Airport Group (MAG). The PSA has already been signed on behalf of MAG and also by the Chief Constable for Essex Police.

### 2. Recommendations

To sign the PSA to enter into a legally binding agreement with MAG to provide policing services to Stansted Airport for a term of 4 years starting 1<sup>st</sup> April 2018 to and including 31<sup>st</sup> March 2022.

### 3. Benefits of Proposal

The benefits of entering into the PSA is for Essex Police to continue to provide policing activities at Stansted Airport and to receive full funding from MAG for doing so, including the costs for officer deployment, logistics, transport, supplies and services and the associated accommodation costs as contained within the lease for Enterprise House recently submitted for consideration and approval under Decision Sheet reference PFCC/033/18.

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### 4. Background and proposal

Stansted Airport is designated as an Airport under the Aviation Security Act 1982. The operator MAG, are required under the Act to provide Policing services, which in turn under the Policing and Crime Act 2009 are required to be provided by Essex Police.

Under the Civil Aviation Act 2006 there is a requirement for MAG and the Chief Constable of Essex Police to have in place a Police Services Agreement (PSA) to govern the services delivered to the airport and to recover associated costs from MAG.

The PSA also allows for MAG to make accommodation and other facilities available to support the deployment of Police personnel in connection with the policing services provided.

The previous PSA expired on 31<sup>st</sup> March 2018 and following numerous discussions with representatives from MAG, agreement has been reached on some minor wording changes to update the PSA for the next 4-year term.

### 5. Police and Crime Plan

This PSA allows for the delivery by Essex Police of Operational Policing at Stansted Airport supporting the overall Police and Crime Plan.

### 6. Police Operational Implications

The completion, signing and exchange of the PSA with MAG, provides contractual support and governance to the provision of policing services to Stansted Airport and allows for Essex Police to recover costs incurred. There are no other operational policing implications arising from entering into the PSA.

### 7. Financial Implications

After significant commercial discussions with MAG, a recoverable budget has now been agreed for the financial year 1<sup>st</sup> April 2018 to 31<sup>st</sup> March 2019. The recoverable charge for this period will be £6.41M which assumes an officer vacancy factor of 6%. Should the vacancy factor be less than 6% then MAG will be liable for a maximum charge for the period of up to £6.71M.

The negotiations to set the charge for the above-mentioned period have been complicated by MAG's initial refusal to pay a budget element amounting to £152K (£143K with a 6% vacancy factor) related to the payment of the retention bonus payable to Authorised Firearms Officers (AFO). Their refusal was based on them not being consulted on its payment being rechargeable to them before it was introduced.

In addition, most Essex officers based at Stansted are paid a 'South East Allowance Payment' and as part of the internal review of charges to be recovered for 18/19 it was established that an historic rebate to MAG of 75% of this allowance was no longer applicable. This equates to approximately £124K (£117 with a 6% vacancy factor). As with the AFO bonus, MAG initially refused to pay the allowance at the full rate.

Following numerous discussion/meetings with MAG a mutually acceptable compromise has now been reached. This being that for the financial year 18/19,

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MAG will pay an additional element of £100K in respect of both the AFO bonus and South East Allowance, but from April 2019 and going forward they will pay, calculated within the annually agreed budget, the full amount chargeable for both allowances.

### **8. Legal Implications**

The legal implications are as set out in Section 2 above, in that as Stansted is a designated airport under the Aviation Security Act 1982 and MAG are required to provide policing services, there is a requirement for MAG and the Chief Constable of Essex Police, under the Civil Aviation Act 2006, to have in place a Police Services Agreement (PSA) to govern the services delivered to the airport and for Essex Police to recover appropriate costs from MAG. The signing and exchange of the PSA formalises the arrangement between the parties and ensures that Essex Police are able to recover full costs for the policing services provided.

### **9. Staffing and other resource implications**

Staffing and resource implications are fully covered within the PSA agreement.

### **10. Equality and Diversity implications**

There is no Equality Impact Assessment required.

### **11. Background papers**

There are no background papers for this decision.

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**Report Approval**

The report will be signed off by the OPFCC Chief Executive and Treasurer, prior to review and sign off by the PFCC / DPFCC

Chief Executive/M.O

Sign:



Print: David Lawson

Date: 15 June 2018

Chief Financial Officer/Treasurer

Sign:



Print:

Abbey Grogan

Date:

20/6/18

**Publication**

Is the report for publication?

YES

NO

If 'NO', please give reasons for non-publication (*state 'None' if applicable*)

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If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

**Redaction**

If the report is for publication, is redaction required:

1. Of Decision Sheet

YES

2. Of Appendix

YES

NO

NO

If 'YES', please provide details of required redaction:

.....

Date redaction carried out: .....

**Treasurer / Chief Executive Sign Off – for Redactions only**

If redaction is required, Treasurer or Chief Executive are to sign off that redaction has been completed.

Sign: .....

Print: .....

Chief Executive/Treasurer

Date signed: .....

**Decision and Final Sign Off**

I agree the recommendations to this report;

Sign:  .....

Print:  .....

**PFCC/Deputy PFCC**

Date signed:  .....

I do not agree the recommendations to this report because;

.....  
.....  
.....

Sign: .....

Print: .....

**PFCC/Deputy PFCC**

Date signed: .....

