

PFCC Decision Report

Please ensure all sections below are completed

Report reference number: 086/2019
Classification: Official
Title of report: Section 22A Collaboration Agreement in relation to the NPCC Digital Public Contact Programme ("Single Online Home" Platform)
Area of county / stakeholders affected: Countywide
Report by: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)
Date of report: 23 May 2019
Enquiries to: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

1. Purpose of the report

To set out to the PFCC to rationale for signing the Section 22A Collaboration Agreement in relation to the NPCC Digital Public Contact Programme ("Single Online Home" Platform) attached as Appendix 1.

2. Recommendations

That the PFCC signs the Section 22A Collaboration Agreement in relation to the NPCC Digital Public Contact Programme ("Single Online Home" Platform) attached as Appendix 1.

3. Benefits of the proposal

The vision of the Digital Public Contact (DPC) Programme is "To transform the police's relationship with the public by introducing a new channel that is as public focussed as 999." The Single Online Home (SOH) platform will offer the public a consistent, easy-to-use way of engaging with their local police force digitally and of accessing police services and information online wherever they are in the country. Essentially it offers a "digital front counter" as an online channel of choice for the public. Each participating police force will be able to offer a range of nationally consistent online services to the public but with their own local identity.

The purpose and objectives of the Section 22 Agreement are as follows:

- To allow each participating police force to have a joint platform for the mutual effectiveness and efficiency of policing, which will:
 - Allow for a nationally consistent, locally branded service creating the concept of a 'digital police station' which will give the public a choice as to how they want to interact with the police and transform the way in which digital information is received and triaged by the police at the first point of contact;
 - Allow for a fully integrated model of reporting;
 - Enhance the public contact experience and can be extended to adapt to emerging business needs at a national level, and
 - Reduce demand on contact centres as the public chooses more efficient digital services and utilises the crime prevention advice and news content hosted on the platform;
- To allow the parties to the Agreement to collaborate in relation to the platform;
- To allow the parties to the Agreement to share data in relation to the platform;
- To share the liabilities arising as a result of the entering into this Agreement and any associated contracts and other matters between the participating police forces;
- To reduce duplication and overall cost for the participating police forces by sharing the costs in relation to the platform; and
- To set out the governance structure and decision making processes in relation to the platform.

The SOH platform offers improved benefits to both police forces and the public, including enhanced security and performance infrastructure, with 24/7 technical support availability, and increased online reporting.

Although it is too early in the deployment plan to assess if these deliverables will be fully realised, there are some encouraging indicators of this. For example:

- When forecasted and actual call volumes are compared, forces that are currently fully live on SOH have seen an average 9% reduction in 101 call volume for the period June 2018 to January 2019. The Digital Policing Portfolio leads estimate that this has created an overall benefit value of £771k, comprised of £94k of call cost savings to the public and the equivalent of £677k of time-based savings within forces.
- One force estimates that aspects of police processing time on road traffic incidents has reduced from approximately 2.5 hours to 40 minutes.
- Another force reports that the percentage of key online forms relating to firearms licensing not requiring further information has increased by 20% compared with paper equivalents.

4. Background and proposal

Police.uk covers the www.police.uk website and the data.police.uk service used for sharing police forces' crime and performance data, with the functionality of both mandated by the Home Office (meaning that the service they provide must be continued). The Home Office has, however, confirmed that its support for online crime reporting

(OCR) through www.police.uk will end with effect from 1 August 2019 and that Police.uk, in its current format, will be decommissioned at the end of the existing contract. As of 1 August 2019, most of the services currently offered on Police.uk (including OCR, data.police.uk, crime mapping and crime prevention advice) will be provided through Single Online Home, which includes an enhanced online reporting service product. All police forces and their respective local policing bodies have therefore been requested to sign the Section 22 Agreement attached at Appendix 1 by the end of June 2019 in order to:

- Enable the national website www.police.uk to transition out of the Home Office and into policing (via the Mayor's Office for Policing and Crime (MOPAC)) during Summer 2019, and
- Enable individual forces to on-board onto the new national platform.

The SOH platform was procured via a competitive process compliant with public sector procurement regulations for use by all UK policing bodies. Forces sign the Agreement for their share of a joint enterprise with the Metropolitan Police Service in order to benefit from national services and content whilst building and maintaining more limited local website content for their own force. Essex is currently scheduled to start on-boarding to SOH in June 2019, with the process to be completed in August 2019.

The Agreement will continue indefinitely until terminated in accordance with clause 22. However the terms of the Agreement can be amended at any time by written agreement between the parties.

Any participating police force no longer wishing to use the platform must give 12 months' written notice to the host force of this fact.

5. Alternative options considered and rejected

The PFCC could choose not to sign up to the Section 22 Agreement attached at Appendix 1, and so preclude the Essex Police force from accessing the Single Online Home platform. This option is not recommended as the withdrawal of support for the current Police.uk solution means that not on-boarding to SOH would leave Essex Police in the position of having to procure its own online platform as a single force in order to comply with the Home Office mandate. This would not be in the interests of Essex Police's efficiency or effectiveness and is unlikely to be achievable before support is withdrawn from the existing national solution on 1 August 2019. On-boarding to SOH ensures continuity of service to Essex communities and continued compliance by Essex Police with the Home Office mandate.

6. Police and Crime Plan

"Effective use of technology" is highlighted as one of the key enablers in delivering the Police and Crime Plan. The recommendation contained within this report is consistent with the PFCC's commitment within the Plan to strengthen our ability to share data and intelligence across agencies to prevent crime, support victims and target offenders, and also with the commitment to improve police contact and engagement with the public through digital channels.

7. Police operational implications

The operational policing implications of this decision are set out in section 3 above.

8. Financial implications

Police Transformation Funding has been used to develop Single Online Home as the new national digital public contact platform for police forces.

For those forces that transition to SOH before Police.uk is decommissioned (as is the intention for Essex Police), there will be no additional payment and / or funding requirement for Police.uk during the 2019/20 financial year. These forces will continue to pay via the existing Home Office arrangements. When the move from Police.uk to SOH is complete, any money remaining from the existing Home Office charges for 2019/20, less decommissioning costs, will be transferred to SOH to fund the running costs of the Police.uk elements for the remainder of the financial year.

From 2020/21 onwards, instead of paying the Home Office for www.police.uk and its services through the Home Office material transfer agreement (which splits costs on a grant funding basis), payments will need to be made to MOPAC as the contracting authority for Single Online Home.

Part 1 of Schedule 3 to the attached Agreement sets out how the charging model has been calculated, with forces' contributions being proportional to their net funding share. Most of the costs are fixed but some are variable, so both the total cost and each participating police force's share of it will fluctuate depending on how many forces on-board onto the new platform. When a new participating police force is fully on-boarded onto the platform, the Police Funding Share will be adjusted to reflect that new force's involvement. However it should be noted that, once a force has commenced transition during the 2019/20 financial year, the charge for that year – pro-rata'd from the date on which SOH becomes the force's main website – will not change regardless of any subsequent change to the deployment plan (positive or negative). The National Steering Group will review the elements placed into the charging model annually in order to assure that charges made to participating police forces are fair, necessary and proportionate, without breaching the overall budgetary limits.

The best case charging estimate for Essex Police, based on all 43 police forces in England and Wales transitioning onto the new platform without any use of contingency, is £105,840 per annum. Should 24 forces transition to the platform by the end of the financial year, the cost for Essex Police is estimated at £180,277 per annum. The worst case charging estimate for Essex Police, based on 20 forces utilising the platform and including the use of contingency, is £197,435 per annum.

There is clearly a risk that actual costs will exceed the estimated worst case charging estimate if fewer than 20 forces sign up to Single Online Home. The total number committed will not be known until late 2019 / early 2020, however, as at 13 May 2019, 41 forces had indicated a commitment to joining; 10 forces were already either fully or partially live on SOH and the Agreement had been signed by a further nine forces, seven of which had begun the process of transitioning to SOH. The current force deployment plan expects to see 24 forces (including Essex) fully on-board, with up to two more forces running online crime reporting only, by the end of March 2020 and a further nine forces fully on-board by the end of 2020.

It should be noted that, under the terms of the Agreement, each participating police force remains responsible for:

- Its own operating procedures and internal business change, including the costs of data integration.
- The cost of any licenses required to access the Live Chat function. The estimated costs of this are included within Schedule 3 to the Agreement attached at Appendix 1.
- The costs of any upgrades to the platform required by individual police forces due solely to local content. This will be agreed by the National Steering Group.

The Agreement notes that the total amount payable is anticipated to change on a yearly basis. In particular, the associated G-Cloud Contract is for a maximum of four years, and charges negotiated for any future contract may alter the costs. Similarly, the National Content and Live Service Team (NCLST) resource cost is based on the market rates as at the date of the Agreement, which may increase in line with Government backed salary increases. The National Steering Group will be entitled to agree increases up to 5% of the Total Platform Amount for the previous financial year. If the increase exceeds this, the SRO or NPCC Lead (as appropriate) will consult with the National Police Chiefs Council (NPCC) and the Association of Police and Crime Commissioners (APCC) at a general meeting prior to any decision being taken by the DPC Programme Board or SOH Gold Group (as appropriate). Each participating police force will be informed by 31 December each year of the amount to be paid for the following financial year, which shall be payable annually in advance.

The Agreement also highlights (at clause 5.2) that “The Parties acknowledge that the development of the Platform..., both in terms of content and technical capabilities, is iterative, and constructed using an agile methodology. Not all of the products and services for the Platform are expected to be known as at the Commencement Date”. It is therefore likely that additional costs will arise for each of the participating police forces that are not known at this time. Finally, it should be noted that the Agreement includes (within clause 17.6) a cap on the host force’s contribution, with any excess in the total cost beyond this having to be shared between the other participating police forces.

These risks will be mitigated as far as possible through the requirement for the Digital Public Contact (DPC) Programme Board to approve any new contracts which were not anticipated to be entered into as at the date of the Agreement, as well as any increase in costs under an individual contract where the value of an individual contract is anticipated by the NCLST to be 5% more than the original anticipated value of that contract. Similarly, if the National Steering Group makes a decision which involves a significant change in the finances for the Platform (defined in clause 12.10 as “an aggregate increase in the Platform costs of more than 5% of the original Platform costs year on year”), the DPC Programme Board or Single Online Home Gold Group shall seek to approve such decision based on the recommendation of the National Steering Group. If the DPC Programme Board or SOH Gold Group is unable to make a decision, the Senior Responsible Officer (SRO) or NPCC Lead shall have the final say in the decision making process.

9. Legal implications

The Agreement is made pursuant to section 22A of the Police Act 1996 (as amended), which enables Chief Officers of the police, local policing bodies and other parties to make an agreement about the discharge of functions by officers and staff where it is in the interests of the efficiency or effectiveness of their own and other police force areas. However it does not fetter the powers of the Secretary of State to rescind or request amendments to any collaboration agreement under sections 23G and 23H of the Police Act 1996.

Each Chief Officer and each policing body enters into this Agreement in their capacity as such under sections 1 and 2 of the Police Reform and Social Responsibility Act 2011, and not as individuals.

10. Staffing implications

There are no staffing implications for the OPFCC arising from this decision.

11. Equality and Diversity implications

There are no equality and diversity implications arising directly from this decision.

12. Risks

The Section 22 Agreement and associated governance structure (see below) put the liabilities and costs associated with the service on a national footing and share these across all involved forces where it has been determined as being fair to all parties to do so. Financial risks are discussed further in section 8 above.

During the consultation process, police forces, Commissioners and the Association of Policing and Crime Chief Executives (APACE) identified a number of issues relating to the draft Agreement which the DPC Programme Team, Association of Police and Crime Commissioners (APCC) and APACE have come together to address. Minor variations were made to the Agreement that was consulted on as a result. The PFCC for Essex and Essex Police raised a small number of concerns relating to the draft Agreement. These, and the response to them, are attached at Appendix 2.

Key amongst these concerns was the principle of the Metropolitan Police Service, having developed the platform, retaining a 50% share of all decision making at any governance board relating to the strategy, design or operation of the platform. Although it is acknowledged that consensus in relation to decision making is the most desirable outcome, and that members of the DPC Programme Board shall use reasonable endeavours to act collaboratively to reach mutual decisions, if consensus is unable to be reached, decisions relating to the platform will be made on the basis of a 50/50 vote, with the Metropolitan Police Service / Mayor's Office for Policing and Crime (MOPAC) as the "host force" holding 50% of the votes and the remaining DPC Programme Board members having the other 50% (with these members acting individually rather than collaboratively). If agreement still cannot be reached, the SRO shall make the final decision.

Going forward, all key decisions, risks and issues relating to the running of the platform and which alter the direction of its development roadmap or funding should be submitted

to the DPC Programme Board via the National Steering Group in accordance with the escalation procedure set out in the Agreement.

13. Governance Boards

Governance of Single Online Home is provided through the following:

- A *National Steering Group (NSG)* which has overall responsibility for the programme and represents police forces that use SOH. This will be replaced by the SOH Gold Group with effect from 1 April 2020.
- The *Digital Public Contact (DPC) Programme Board*, which is made up of representatives of forces, partners and Commissioners and provides assurance to the NSG on matters relating to the platform. The APCC is represented on the DPC Programme Board by Julia Mulligan (Police, Fire and Crime Commissioner for North Yorkshire) and Sophie Linden (London's Deputy Mayor for Policing and Crime). The APCC and NPCC have agreed separately how the governance will work when Commissioners sit on external bodies, with an expectation that Commissioners representing the PCC / PFCC body as a whole will consult widely with policing bodies and vote in a manner which reflects the consensus of their views.
- As at the commencement date of the agreement, it is anticipated that each participating police force will have an opportunity to participate in the National Steering Group. However, it is acknowledged that, as the number of participating police forces increases, it will not be practical for all of them to be included on the National Steering Group. Once it becomes unsustainable for issues to be dealt with through a national group only, *Regional Steering Groups* are to be established to make decisions in relation to each region, with a representative from each Regional Steering Group participating in the National Steering Group.

The Terms of Reference for the National Steering Group and DPC Programme Board are set out as Schedule 1 to the Agreement attached as Appendix 1.

The NCLST will ensure that all documentation in relation to meetings of the National Steering Group / SOH Gold Group and the DPC Programme Board is made accessible to policing bodies and Chief Officers at least five working days prior to any meeting. Any of these parties will be entitled to raise any issues, concerns or suggestions with an appropriate member of the National Steering Group / SOH Gold Group or DPC Programme Board, and such member will be expected to use reasonable endeavours to raise the issue with the appropriate governance board.

The NCLST will also ensure that all decisions and outcomes of the National Steering Group / SOH Gold Group and the DPC Programme Board are formally published and made available to each of the Regional Steering Groups.

14. Background papers

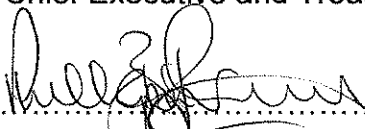
Appendix 1 - Section 22A Collaboration Agreement in relation to the NPCC Digital Public Contact Programme ("Single Online Home" Platform)

Appendix 2 – Section 22a Collaboration Agreement – Responses to feedback from Essex Police and the Office of the Police, Fire and Crime Commissioner for Essex (Eversheds Sutherland, 10 December 2018)

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.

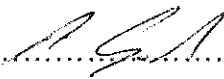
Chief Executive / M.O.

Sign: 

Print: P. Beant - Brockwood

Date: 23 May 2019

Chief Finance Officer / Treasurer

Sign: 

Print: ABBEN GERRIN

Date: 28/5/19

Publication

Is the report for publication?

YES

NO

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'None' if applicable)

Appendix 2 is NOT to be published as it is marked private and confidential.

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
NO

2. Of Appendix? YES
NO

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

Appendix 2 is NOT to be published as it is marked private and confidential.

Date redaction carried out:

Treasurer / Chief Executive Sign Off – for Redactions only

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

Sign: *ASJ*

Print: *ABREY GLEN*

Chief Executive/Treasurer

Decision and Final Sign Off

I agree the recommendations to this report:

Sign: *R.C. HIRST*

Print: *R.C. HIRST*

PFCC/Deputy PFCC

Date signed: *31 May 2019*

I do not agree the recommendations to this report because:

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

Sign:

Print:

PFCC/Deputy PFCC

Date signed:

