

# MAYOR'S EXECUTIVE DECISION MAKING

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Wednesday, 2 August 2017

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Mayor's Decision Log No. 168


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1. **168 - ADDITIONAL POLICE RESOURCES ON LBTH HOUSING ESTATES  
(Pages 1 - 36)**

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact: Matthew Mannion, Committee Manager, Democratic Services

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<b>Individual Mayoral Decision</b>  Decision Log No: 168	 <b>TOWER HAMLETS</b>
<b>Report of:</b> Ann Sutcliffe - Acting Corporate Director - Place	<b>Classification:</b> Unrestricted
<b>Agreement with London Mayor's Office for Police and Crime to provide additional Police resources on LBTH housing estates</b>	

<b>Is this a Key decision?</b>	<b>No</b>
<b>Decision Notice publication date</b>	<b>N/A</b>
<b>General Exception or Urgency Notice published?</b>	<b>Not required</b>
<b>Restrictions</b>	<b>No</b>
<b>Reason for seeking an individual Mayoral decision</b>	A Mayoral decision is required to authorise the grant funding agreement that will create an additional Police team to counter act anti-social behaviour on LBTH estates

## 1. Executive Summary

Feedback from both tenants and leaseholders repeatedly placed the management of antisocial behaviour (ASB) as amongst the highest priorities for those living in LBTH accommodation. Despite slight reductions in the number of overall reported cases since 2015, concern about antisocial activities caused by gangs or drug dealing has risen.

In recognition of these issues in February 2017 Cabinet approved the provision of £2.458 million to fund initiatives to reduce ASB on Council estates over a three year period.

The purpose of this report is to seek Mayoral approval to commit £1.4 million of the above sum to grant fund an additional Police team (as set out below) under Section 92 of the Police Act. This grant funding will provide the resources needed for police action that targets ASB and will provide significant additional resources to existing Police commitments on LBTH estates.

Under this proposal, through utilisation of Section 92 of the Police Act 1996, the Council will benefit from the MetPatrol Plus scheme available through the (London) Mayor's Office for Police and Crime (MOPAC). This will mean that each police constable funded by LBTH, will be matched by MOPAC. The table below sets out the proposed team including the additional numbers that will result from entering into this agreement.

Officer	Cost per annum	Number	Annual cost	<i>Additional Match-funded Posts at no cost</i>
Constable	£66,500	5	332,500	7
Sergeant	£79,000	2	158,000	
<b>Total Cost</b>			<b>490,500</b>	

LBTH submitted a Letter of Intent to MOPAC on 12<sup>th</sup> May 2017 agreeing to grant fund on the basis set out above and a draft agreement was submitted on 22<sup>nd</sup> May 2017. Following further discussions, a finalised agreement was submitted to LBTH on the 21<sup>st</sup> July for which Mayoral approval is now requested

### **Recommendations**

That the Mayor:

- Agrees that the Council enter into a grant agreement with MOPAC under which MOPAC will provide THH 14 officers of which the Council will fund 5 constables and 2 sergeants a draft of which is at Appendix 1 to this report.
- Authorise the Acting Corporate Director, Place to approve the draft agreement after consultation with the Corporate Director, Governance.
- Authorise the payment of the grant of £1,471,500 as set out in the second column of the table at paragraph 3.3.3 of the report to fund the two Sergeants and five Constables referred to above.
- Authorise the Corporate Director, Governance to execute the grant agreement on behalf of the Council

**APPROVALS**

**1 Corporate Director proposing this decision or his/her deputy**

I approve the attached report and proposed decision for submission to the Mayor

Signed .....  ..... Date 02/08/17

**2 Chief Finance Officer or his/ her deputy**

I have been consulted on the content of the attached report which includes my comments

Signed.....  ..... Date 02/08/17

**3 Monitoring Officer on his/her deputy** Date

I have been consulted on the contents of the attached report which includes my comments


Signed.....  ..... Date

**4 Mayor**

I agree the decision proposed in the paragraph above for the reasons set out in paragraph of the attached report

Signed.....  ..... Date 02/08/17



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<b>Report of:</b> Ann Sutcliffe - Acting Corporate Director, Place	<b>Classification:</b> Unrestricted
<b>Title:</b> Agreement with London Mayor's Office for Police and Crime to provide additional Police resources on LBTH housing estates	

<b>Lead Member</b>	<b>Cllr Islam</b>
<b>Originating Officer</b>	<b>Susmita Sen, Chief Executive, Tower Hamlets Homes</b>
<b>Wards affected</b>	<b>All</b>
<b>Key decisions</b>	<b>No</b>
<b>Community Plan theme</b>	<b>Great Place to Live</b>

### 1. Executive Summary

Feedback from both tenants and leaseholders repeatedly placed the management of antisocial behaviour (ASB) as amongst the highest priorities for those living in LBTH accommodation. Despite slight reductions in the number of overall reported cases since 2015, concern about antisocial activities caused by gangs or drug dealing has risen.

In recognition of these issues, in February 2017 Cabinet approved the provision of £2.458 million of revenue resources to fund initiatives to reduce ASB on Council estates over a three year period.

The purpose of this report is to seek Mayoral approval to commit £1.4 million of the above sum to grant fund a Police team consisting of 5 constables and 2 sergeants under Section 92 of the Police Act. This grant funding will provide the resources needed for police action that targets ASB and will provide significant additional resources to existing Police commitments on LBTH estates.

Under this proposal, through utilisation of Section 92 of the Police Act 1996, the Council will benefit from additional officers that will be made available under the MetPatrol Plus scheme provided by the (London) Mayor's Office for Police and Crime (MOPAC). This will mean that each police constable funded by LBTH, will be matched by MOPAC. The table below sets out the proposed team including the additional numbers that will result from entering into this agreement.

Officer	Cost per annum	Number	Annual cost	<i>Additional Match-funded Posts at no cost</i>
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## **Recommendations**

That the Mayor:

- Agrees that the Council enter into a grant agreement with MOPAC under which MOPAC will provide THH 14 officers of which the Council will fund 5 constables and 2 sergeants a draft of which is at Appendix 1 to this report
- Authorise the Acting Corporate Director, Place to approve the draft agreement after consultation with the Corporate Director, Governance
- Authorise the payment of the grant of £1,471,500 as set out in the second column of the table at paragraph 3.3.3 of the report to fund the two Sergeants and five Constables referred to above.
- Authorise the Corporate Director, Governance to execute the grant agreement on behalf of the Council.

## **2. ALTERNATIVE OPTIONS**

### **2.1 Do not enter into the MetPatrol Plus scheme with the Police**

The Council and Tower Hamlets Homes already work closely with the Police in tackling ASB on its estates. However, the responsibility for the funding of the Police service lies with central and regional government and the Council is not locally accountable for Police performance.

It remains an option for the Council to use Housing Revenue Account (HRA) funding to resource front line services that tackle ASB. This would mean that LBTH have to rely on existing police numbers and resources provided to the Borough Commander by regional and national government to tackle current levels of antisocial behaviour on LBTH estates.

However, deploying resources towards providing a greater police presence on LBTH estates is likely to provide greater community reassurance amongst tenants and leaseholders

### **2.2 Enter into a smaller financial agreement through MOPAC.**

In order to reduce costs, the Council could decide to reduce the proposed scale of the agreement by 50% meaning that the Police team would consist of one Sergeant and three officers. This would create four additional posts under the MetPatrol Plus scheme. Such a proposal however might reduce the impact of the new Police team and reduce the scale of the coverage on LBTH estates.



### **3. DETAILS OF THE REPORT**

#### **3.1 ASB activity on Council estates**

Anti-Social behaviour is constantly cited as a foremost concern of residents in feedback from surveys and consultation. Residents also inform us that much local ASB is caused by non-residents of the estates and even the borough.

3.1.1 Following three years of marked improvement, the overall satisfaction levels dipped in 2015/16 and this continued in 2016/17 when only 44% of residents were satisfied with how ASB is managed.

A survey carried out in February 2017 that received over 150 responses found the following;

- 25% of those asked felt unsafe living on a LBTH estate
- 61% thought that drug dealing was a "major issue" and 44% saw it as the biggest issue in their neighbourhood
- 40% also saw "rowdy and drunken behaviour as a "major issue" and 77% saw large groups of people loitering as either a minor or major problem
- Noise nuisance was also cited as a concern with 72% of those asked.

3.1.2 An inter-Borough exercise carried out by HouseMark across London in 2015 showed that Tower Hamlets has the highest number of ASB cases with 164 cases per 1000 properties. These figures make LBTH an outlier in terms of activity with the nearest recorded borough being Westminster (at 87 per 1000) and the average housing service reporting nearly five times less ASB than in Tower Hamlets.

This is consistent with Metropolitan Police Data which shows Tower Hamlets as having the highest number of reported ASB incidents compared to 31 other London Boroughs.

3.1.3 Although records show there has been a slight reduction in recorded cases since 2015, the view of staff is that these mask increased caseloads in the area of estate based ASB and it is perceived that the significant issues of gang activity, drug dealing and its associated problems are on the increase. This is a view that is echoed by residents, caretaking staff and the Police.

#### **3.2 Improvements to ASB service within THH**

Tower Hamlets Homes has responded to the concerns of residents in the following ways;

- A liaison team based within the THH ASB team has been recruited to provide a more specialist and customer orientated approach to reports of ASB
- An estate based team has been set up to concentrate on the endemic problem of drugs and ASB on our estates
- Greater flexibility has been built into the job description to enable staff to carry out evening work often in liaison with the Police
- There has been an increase in the number of staff including additional Management support.
- Since December 2016 THH has funded additional weekend working for the police teams focusing on high priority ASB hot spots on estates.

### 3.3 ASB Growth bid

3.3.1 THH recognised that the scale of ASB within the Borough (see section 3.1) meant that the actions to improve responsiveness within the organisation would not alone be sufficient to meet the challenges that have been outlined.

3.3.2 A Mayoral Growth bid was therefore submitted which sought agreement to commit further resources towards tackling ASB on LBTH estates. On the 7<sup>th</sup> February 2017, Cabinet gave approval for the provision of £2.458 million to fund these initiatives over a three year period

3.3.3 These proposals will be fully HRA funded and are based around;

- Increased Police provision on Council estates
- Targeted security and community re-assurance in ASB hotspots
- Additional legal capacity to support enforcement action

Set out below is the proposed allocation of the funding:

Year	Police Team	Security	Legal Staffing	Total
	£	£	£	£
2017/18	245,250	175,000	22,750	443,000
2018/19	490,500	325,000	45,500	861,000
2019/20	490,500	250,000	45,500	786,000
2020/21	245,250	100,000	22,750	368,000
TOTAL	1,471,500	850,000	136,500	2,458,000

The proposed revenue funding for the police is based on the presumption of continued match-funding (available from the Police) until 2019/20. The phasing of the expenditure will be extended into 2021 as the assignments will commence midway through 2017/18.

### 3.4 MetPatrol Plus scheme

3.4.1 Section 92 of the Police Act 1996 provides the legal basis for Councils to use council resources to fund additional Police Officers within the locality. If such a decision is made, this requires agreement with the Mayor's Office for Policing and Crime under the MetPatrol Plus scheme.

3.4.2 Under this proposal, the Council will be able to take advantage of the MetPatrol Plus scheme meaning that each police constable grant-funded by LBTH, will be matched by MOPAC. The table below sets out the proposed team including the additional numbers.

Officer	Cost per annum	Number	Annual cost	Additional Match-funded Posts at no cost
Constable	£66,500	5	332,500	7
Sergeant	£79,000	2	158,000	
<b>Total Cost</b>			<b>490,500</b>	

3.4.3 Discussions have taken place between the Mayor, THH Chief Executive and the Borough Commander and a draft agreement is now in place..

3.4.3.1 Provisions relating to the costs of the officers to be made available by MOPAC are set out in Schedule 2 of the agreement and are reflected in the table at paragraph 3.4.2 above.

3.4.3.2 Schedule 3 of the agreement formalises the size and make-up of the police team, the role of the police team, performance objectives and monitoring, plus tasking and shift patterns.

#### 3.4.4 Tasking and Shift Patterns

- Weekly tasking meetings informed by Police data will be carried out between the THH ASB Management and the Police team
- The Police team will be tasked to carry out a number of fixed patrols in shift patterns.
- Variances to tasking arrangements will be authorised by the Police Contact Officer in liaison with THH.

#### 3.4.5 Contract Monitoring

Contract monitoring by the parties will take place on a monthly basis starting from the end of the first calendar month from the start date. To facilitate these meetings the Police Service will provide monthly monitoring data to include those items listed below and/or such other information that is requested

Set out below is a sample of the information that is requested within the agreement;

Monthly Key Performance Indicators
1. Number of arrests
2. Outcome of arrests
3. Nature of offences occasioning arrests
4. Number of stop and searches
5. Outcomes of stop and searches
6. Number of ASB warnings issued

7. Number of Civil Injunctions
9. Number of ABC's
10. Number of cannabis and other drug warnings (shown by categories)
11. Hours spent patrolling

3.4.5.1 An annual satisfaction survey carried out by THH will also include

- How safe residents feel living on their estate
- How far is drug use and drug dealing seen as a problem in the Neighbourhood

3.4.5.2 **Start date and Expiry date of Contract**

Following sign off the expected start date for the Contract is:

Expiry date of Contract is:

#### 4. COMMENTS OF THE CHIEF FINANCE OFFICER

4.1 A budget of £2.458 million to finance initiatives to reduce Anti-Social Behaviour on Council estates was approved within the 2017-18 Housing Revenue Account budget report that was considered by the Mayor in Cabinet on 7th February 2017.

4.2 This subsequent report seeks the approval of the Mayor to enter a grant agreement with the London Mayor's Office for Police and Crime (MOPAC) to fund the costs of seven police officers (two sergeants and five constables) to patrol estates managed by Tower Hamlets Homes. As a result of this investment MOPAC will finance an additional seven constables meaning that fourteen additional officers will be located on the Council's estates.

4.3 The 2017-18 HRA budget report initially profiled the use of the £2.458 million funding over a three year period as follows:

	2017/18	2018/19	2019/20
HRA funding set aside for ASB Initiatives	£886,000	£836,000	£736,000

These resources are flexible for application between financial years, and as the proposed assignments will commence mid-way through the 2017/18 financial year, the expenditure profile will now be as set out in the table in paragraph 3.3.3.

4.4 The annual budget for the funding of the additional police officers is £490,500 per annum. At this stage it is assumed that these costs are fixed each year, however if the grant agreement requires an inflationary annual increase, the budget that is earmarked for security measures in the table in paragraph 3.3.3 will be top-sliced to finance the additional costs.

## 5. LEGAL COMMENTS

- 5.1 Section 92(2) of the Police Act 1996 provides that The council of a London borough, county, district or parish which falls wholly or partly within the metropolitan police district may make grants to the Mayor's Office for Policing and Crime.
- 5.2 Whilst there is no strict legal definition of grant, a grant is in the nature of a gift and is based in trust law. However, grants are often given for a purpose so it is sometimes unclear whether a grant has been made or the arrangement is a contract for services.
- 5.3 There will be many grants which are made by the Council for the purpose of discharging one of its statutory duties. However, as a grant is in the nature of a gift, it is considered there must be some element of discretion on the part of the Council as grantor as to whom a grant is made to and whether this is made. If the Council is under a legal duty to provide a payment to a specific individual or organisation, and cannot lawfully elect not to make such a payment, then that should not amount to a grant.
- 5.4 In this case, the Council is not under a legal duty to make the payments and as the payment is discretionary, it is therefore a grant and as this is a grant then pursuant to the Mayor's Executive Scheme of Delegation the Mayor has delegated decisions in relation to grants to the Grants Determination Sub-Committee. However, pursuant to paragraph 6.3 of Rule 3 of the Executive Procedure Rules, the delegation to the Grants Determination Sub-Committee is subject to the Mayor's prerogative to make decisions on all matters relating to all his statutory powers. The Mayor can therefore make the decision on this notwithstanding the delegation to the Grants Determination Sub-Committee. The exercise of this prerogative by the Mayor should be reported to the next Grants Determination Sub-Committee for their noting however.
- 5.6 Section 92(3) of the 1996 Act provides that Grants under this section may be made unconditionally or, with the agreement of the chief officer of police for the police area concerned, subject to conditions. It is noted that the grant will be subject to an agreement.
- 5.7 When considering whether to approve the grant, consideration should be given to the arrangements in place to ensure that the power that is exercised is consistent with its best value arrangements. The Council is obliged as a best value authority under section 3 of the Local Government Act 1999 to "make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness" (the Best Value Duty). Paragraph 7 below considers this in further detail.
- 5.8 When implementing the scheme, the Council must ensure that no part of the funds issued represents a profit element to any of the recipients. The inclusion of profit or the opportunity of making a profit from the grant or third parties indicates that the grant is really procurement activity and would otherwise be subject to the Council's Procurement Procedures and other appropriate domestic and European law. This would mean therefore, that the Council would have failed to abide by the appropriate internal procedures and external law applicable to such purchases.
- 5.9 When making grants decisions, the Council must have due regard to the need to eliminate unlawful conduct under the Equality Act 2010, the need to advance equality of opportunity and the need to foster good relations between persons who

share a protected characteristic and those who do not (the public sector equality duty). A proportionate level of equality analysis is required to discharge the duty and information relevant to this is contained in the One Tower Hamlets section of the report.

## **6. ONE TOWER HAMLETS CONSIDERATIONS**

6.1 Recent surveys suggest a high level of anxiety amongst residents about levels of ASB (see above). This activity directly affects the cohesion of neighbourhoods making more vulnerable residents reluctant to leave their homes. Within the ASB growth bid, THH have proposed measures that are designed to give greater community reassurance to those that are affected by this behaviour.

6.2 THH has also sought to outreach to residents by;

- Offering diversionary opportunities to young people most likely to be involved in antisocial behaviour on LBTH estates
- Supporting our vulnerable tenants by a programme of visits which will lead to referrals to support services if appropriate
- Working closely with our resident groups to ensure that our proposals to tackle ASB meet their expectations.

## **7. BEST VALUE IMPLICATIONS**

7.1 Under this proposal, the Council will be able to take advantage of the MetPatrol Plus scheme meaning that each police constable grant-funded by LBTH, will be matched by MOPAC. This will mean that an LBTH commitment to pay for seven officers (two Sergeants and five Police Officers) will be matched by a commitment from MOPAC to provide seven further officers. This amounts to match funding of £465,500 per annum in addition to the yearly Council cost of £490,500

7.2 The initial impact of joint patrols carried out with police during this year has shown an increase in outcomes and satisfaction in those areas where this work has taken place. The full implementation of the police team is likely to make a significant improvement towards tackling endemic ASB in that powers of enforcement become greater with those involved more likely to desist with the threat of police action.

## **8. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT**

8.1 There is no Sustainable Action for A Greener Environment implication arising from this report.

## **9. RISK MANAGEMENT IMPLICATIONS**

9.1 Risks to this proposal will be mitigated through targeting ASB hotspots, additional legal capacity to support any enforcement actions ensuing.

9.2 In addition the proposal provides constant resource which may not always be available due to other police priorities such as sporting occasions, or which may not generally reflect local concerns.

**10. CRIME AND DISORDER REDUCTION IMPLICATIONS**

10.1 These proposals are a response to resident concerns about persistent anti-social activities on LBTH estates. The creation of a police team with powers of arrest will be targeted at areas reporting high levels of ASB and it is envisaged that reported instances of ASB will therefore decline.

**11. SAFEGUARDING IMPLICATIONS**

11.1 The proposals in this report will seek to bolster community cohesion on THH estates, forming a coherent part of Tower Hamlet Homes programmes to provide greater community coherence, working with vulnerable adults, young people and other vulnerable groups affected by ASB.

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**Linked Reports, Appendices and Background Documents**

**Linked Report**

- NONE

**Appendices**

- 1 – Draft section 92 Agreement

**Background Documents**

- NONE

**Officer contact details for documents:**

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- 0207 364 7556





## **Agreement**

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**pursuant to s.92 Police Act 1996**

- (1) Mayor's Office for Policing and Crime**
- (2) The London Borough of Tower Hamlets**

**Dated 2017**

**Ref: 10COM/SW03/078797/000256**

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This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017

**Between:**

- (1) The Mayor's Office for Policing and Crime of City Hall, The Queen's Walk, More London, London SE1 2AA. ("the Authority"); and
- (2) The Mayor and Burgesses of the London Borough of Tower Hamlets ("the London Borough")

**Background:**

- (A) The London Borough wishes to provide a grant to the Authority to assist with the cost of providing additional personnel for police purposes in accordance with this Agreement.
- (B) The grant is being made to and accepted by the Authority pursuant to section 92 of the Police Act 1996.
- (C) The Commissioner (as defined below) has agreed that the grant will be made subject to the conditions set out in this Agreement.

**It is agreed as follows:**

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

<b>the Additional MPS Personnel</b>	the additional personnel to be supplied to the London Borough by the Commissioner, supplementing existing police resources assigned to the Borough Area, as specified in Schedule 1 Part 1
<b>this Agreement</b>	this Agreement (including any schedule to it)
<b>Auxiliary Resources</b>	the additional personnel and equipment to be supplied by the Commissioner, at no cost to the London Borough, supplementing existing police resources assigned to the Borough Area as specified in Schedule 1 Part 2
<b>the Borough Area</b>	the geographical extent of the London Borough of Tower Hamlets
<b>Business Day</b>	any day on which clearing banks are open for business in the City of London (but not a Saturday or a Sunday)
<b>the Commissioner</b>	the Commissioner of Police of the Metropolis
<b>Confidential information</b>	means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed and on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial or operational interests of any person, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive data within the

meaning of the Data Protection Act 1998. For the avoidance of doubt confidential information shall include all identifiable methodology, know-how, experience, data, databases, flow charts, reports, plans, intelligence, tables or other material produced in relation to this Agreement (including the negotiations leading to it)

<b>Contracting Authority</b>	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 and Regulation 2 of the Public Contracts Regulations 2015.
<b>Disclosing Party</b>	for the purposes of Clause 9, the party disclosing Confidential Information and/or to whom Confidential Information relates
<b>Emergency</b>	<p>any actual or threatened event or combination of events which because of its nature or magnitude justifies in the judgement of the Operational Commander the redeployment of all or any of the personnel at any time comprising the Additional MPS Personnel and/or Auxiliary Resources to the policing of the event or events in question and such an event shall include:</p> <ol style="list-style-type: none"><li>(1) an act of war;</li><li>(2) an act of terrorism;</li><li>(3) a fire, flood or other natural catastrophe;</li><li>(4) an accident of exceptional magnitude or severity;</li><li>(5) a riot or disturbance of exceptional magnitude or severity;</li><li>(6) a public order event of exceptional magnitude or severity</li></ol>
<b>Employment Emoluments</b>	all employment related outgoings including salaries, wages, bonus or commission, holiday pay, expenses, national insurance and pension contributions and any liability to taxation, including any penalty, fine, surcharge, interest, charges or costs relating thereto
<b>Exigencies of Duty</b>	as defined by Police Negotiating Board Circular 86/9 being  "a pressing demand, need or requirement is perceived but is not reasonably avoidable and necessitates a change of roster"
<b>Expiry Date</b>	the date specified as such in Schedule 4
<b>FOI Legislation</b>	the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation
<b>Grant</b>	the grant of the sum specified in Schedule 2 to be made by the London Borough to the Authority pursuant to section 92 of the Police Act 1996 and to be paid in accordance with the

	provisions of Schedule 2
<b>London Borough Contact Officer</b>	the person appointed by the London Borough pursuant to Clause 6.2 and notified to the Authority
<b>London Borough Chief Executive</b>	the Chief Executive of the London Borough
<b>MPS</b>	the Metropolitan Police Service
<b>MPS Contact Officer</b>	the person appointed by the Operational Commander pursuant to Clause 6.1 and notified to the London Borough
<b>Objectives</b>	the purposes for which the Additional MPS Personnel and Auxiliary Resources are to be provided, as specified in Schedule 3
<b>Operational Commander</b>	the Commissioner or such other person as the Commissioner may appoint from time to time to command the Borough Area
<b>Overtime</b>	time worked by any Additional MPS Personnel or Auxiliary Resource as overtime where 'overtime' shall be given the meaning set out in Section 25 of The Police Regulations 2003
<b>Permitted Recipient</b>	an officer, employee, or professional advisor of the Receiving Party who has a legitimate need to receive and consider particular Confidential Information for the purposes of the Receiving Party exercising its rights and/or performing its obligations under this Agreement
<b>Receiving Party</b>	for the purposes of Clause 9, the party receiving Confidential Information of the other party
<b>Redundancy Costs</b>	means any pay in lieu of notice, statutory redundancy payment and any enhanced contractual redundancy payment
<b>Start Date</b>	the date specified in Schedule 4 upon which this Agreement will commence
<b>TUPE Regulations</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or superseded from time to time

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.2 any reference to the singular shall include the plural and vice versa;
- 1.2.3 any reference to the masculine gender shall include the feminine and neuter and vice versa;

- 1.2.4 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
- 1.2.5 references to any party to this Agreement include its successors-in-title and permitted assignees;
- 1.2.6 any reference to "written" or "writing" includes faxes or other transitory forms;
- 1.2.7 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. Term

- 2.1 Subject to Clause 2.2 below and to earlier termination under Clause 4.3.2, Clause 8.1, Clause 8.2 or Clause 14.3, this Agreement shall commence on the Start Date and terminate automatically, without notice on the Expiry Date (the "Initial Term").
- 2.2 Subject to agreement between the parties on the amount of Grant payable for an extended term, the term of this Agreement may be extended beyond the Initial Term by agreement in writing between the parties.

## 3. Provision of Personnel

- 3.1 For the avoidance of doubt, it is the belief of both the Authority and the London Borough that the TUPE Regulations do not apply to transfer the employment contracts of any individual employed by the London Borough or any sub-contractor or agent engaged by the London Borough or any other individual (a "London Borough Employee") to the Authority on the Start Date or at any time thereafter.
- 3.2 If, contrary to clause 3.1, any London Borough Employee alleges that his/her employment has transferred to the Authority and/or if any London Borough Employee's employment does transfer to the Authority pursuant to the TUPE Regulations on the Start Date, or at any time thereafter, the London Borough shall indemnify the Authority and keep the Authority indemnified from and against all and any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding and any legal or professional fees and expenses on an indemnity basis that the Authority may suffer or incur arising out of or in relation to:
  - 3.2.1 the Employment Emoluments in relation to any such London Borough Employee for up to six (6) months following such transfer;
  - 3.2.2 the employment or termination of employment of any such London Borough Employee, including any Redundancy Costs (save that the London Borough shall not be responsible for liability arising through any failure of the Authority to follow a fair termination or redundancy process); and
  - 3.2.3 the employment of any such London Borough Employee up to and including the date of transfer.
- 3.3 The Authority shall supply the Additional MPS Personnel and Auxiliary Resources to the London Borough in accordance with and subject to the provisions of this Agreement.
- 3.4 Subject to the provisions of Clause 5 (Operational Control and Redeployment), the overall strategic objectives for the Additional MPS Personnel and Auxiliary Resources will be determined by the MPS Contact Officer in consultation with the London Borough Contact Officer.

- 3.5 Any member of the Additional MPS Personnel or Auxiliary Resources who is unable to attend for duty because of attendance in court, on obligatory training courses or because of any redeployment as a result of any Emergency or Exigencies of Duty will nevertheless be deemed to have been supplied to the London Borough.
- 3.6 Any member of the Additional MPS Personnel or Auxiliary Resources who is unable to attend for duty because of sickness or Injury will nevertheless be deemed to have been supplied to the London Borough provided that at least one of the following applies:
- 3.6.1 such absence does not last for more than 28 calendar days; or
- 3.6.2 such absence is due to injuries received in the course of duty pursuant to this Agreement; or
- 3.6.3 such absence lasts more than 28 days and is not due to injuries received in the course of duty pursuant to this Agreement but after consultation, the parties agree that there is a reasonable prospect of the relevant Additional MPS Personnel or Auxiliary Resource returning to work in the near future.
- 3.7 The Authority shall procure that the Operational Commander uses all reasonable endeavours to ensure, through the application of his absence management policy, that absences because of sickness or Injury are kept to a minimum.
- 3.8 Where any member of the Additional MPS Personnel or Auxiliary Resources is unable to attend for duty because of sickness or Injury and none of the circumstances set out in Clauses 3.6.1, 3.6.2 or 3.6.3 applies then as the London Borough's sole remedy:
- 3.8.1 the Authority will use its reasonable endeavours to provide replacement personnel; and
- 3.8.2 for any period of time where any replacement personnel are not provided, the Grant shall be reduced on a pro-rata basis.
- 3.9 The Authority shall provide appropriate equipment, training, accommodation, technical and support services to ensure the effective delivery of the Additional MPS Personnel and Auxiliary Resources.
- 3.10 The Additional MPS Personnel and Auxiliary Resources will be selected by the Operational Commander in accordance with the recruitment procedures and standards which apply in relation to the MPS from time to time.
- 3.11 The London Borough acknowledges that the Grant does not cover Overtime. Any Overtime requested by the London Borough will result in an increase to the Grant payable pursuant to this Agreement and this will be calculated in accordance with the applicable Overtime rates referred to in paragraph 10 of Schedule 2, calculated pro-rata on an hourly basis. For the avoidance of doubt, any Overtime incurred as a result of a police deployment that is not subject to a request from the London Borough will be borne by the Authority.
- 3.12 Save as otherwise set out in this Agreement, the London Borough may not provide, or charge for the provision of, the Additional MPS Personnel or Auxiliary Resources in relation to any commercial events/premises and if a commercial event arises where special policing is required the London Borough will refer the relevant third party to the Authority.
4. **Payment of Grant**
- 4.1 The Authority shall be entitled to raise invoices for instalments of the Grant and the London Borough shall pay the Grant to the Authority in accordance with Schedule 2.

- 4.2 The London Borough shall pay all invoices, without any set-off or deduction, within 30 days of the date of the invoice.
- 4.3 Should the London Borough fail to pay invoices due under this Agreement the Authority shall be entitled:
- 4.3.1 to charge interest upon the amount outstanding at the rate of statutory interest applicable for the time being pursuant to Section 6(1) of the Late Payment of Commercial Debts (Interest) Act 1998 in respect of the number of days between and including the due date of payment of the said invoice and the date upon which it is actually paid;
  - 4.3.2 to suspend the provision of the Additional MPS Personnel and Auxiliary Resources and/or terminate this Agreement; and/or
  - 4.3.3 to recover from the London Borough all losses of whatever nature reasonably incurred in connection with the recovery of the sums specified in Clause 4.3.1 above and upon demand in writing, the London Borough shall pay the same within ten days of that demand.
- 4.4 The Authority shall procure that the Operational Commander shall use the Grant solely to meet the cost of providing the Additional MPS Personnel for the purpose of meeting the Objectives.
- 4.5 The Authority will meet the cost of providing the Auxiliary Resources for the purpose of meeting the Objectives.
- 5. Operational Control and Redeployment**
- 5.1 The Operational Commander and/or Commissioner may in their discretion redeploy some or all of the Additional MPS Personnel and/or Auxiliary Resources:
- 5.1.1 in the case of an Emergency and for the duration of that Emergency and where time permits, the Authority shall procure that the Operational Commander will consult the London Borough Contact Officer before making such a redeployment;
  - 5.1.2 at any time to meet operational requirements and/or Exigencies of Duty
- 5.2 The London Borough agrees that nothing in this Agreement shall affect, fetter or otherwise qualify the discretion of Commissioner or Operational Commander to deploy or redeploy the Additional MPS Personnel or Auxiliary Resources as they deem appropriate.
- 5.3 The Grant payable shall be reduced on a pro-rata basis in accordance with the formula detailed in Schedule 2 Paragraph 9 where any or all of the Additional MPS Personnel and/or Auxiliary Resources are not provided or are deployed other than in accordance with Clause 3.5 (except in the case of an Emergency or in relation to Exigencies of Duty);
- 5.4 Subject to Clause 5.3, the London Borough will not be entitled to compensation or to withhold payment of the Grant in relation to any period of redeployment of all or part of the Additional MPS Personnel and/or Auxiliary Resources in accordance with the terms of this Agreement. The Authority shall procure that the Operational Commander will use reasonable endeavours to keep any such period of redeployment as short as reasonably practicable.
- 5.5 The Additional MPS Personnel and Auxiliary Resources will remain under the control of the Commissioner, and their managerial control and direction will be the responsibility of the Operational Commander.



5.6 The Additional MPS Personnel and Auxiliary Resources will not be under the control or direction of the London Borough and will act on the basis of their professional judgment and their own initiative in accordance with their statutory and common law powers and the standards and requirements of the MPS.

## 6. Governance

6.1 The Authority shall appoint the MPS Contact Officer to represent the Authority as follows:

6.1.1 in respect of all day to day matters relating to this Agreement; and

6.1.2 to liaise with the London Borough Contact Officer.

6.2 The London Borough shall appoint the London Borough Contact Officer to represent the London Borough as follows:

6.2.1 in respect of all day to day matters relating to this Agreement; and

6.2.2 to liaise with the MPS Contact Officer.

6.3 The Operational Commander shall be responsible for all financial matters relating to the Additional MPS Personnel and Auxiliary Resources, including the resolution of any related disputes.

## 7. Monitoring and reporting

7.1 The Authority (acting through the Operational Commander) shall and the London Borough shall establish and maintain appropriate mechanisms to monitor the effectiveness of the Additional MPS Personnel and Auxiliary Resources in meeting the Objectives.

## 8. Termination

8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately by notice in writing if:

8.1.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy the breach within 30 days of written notice specifying the breach and requiring its remedy; or

8.1.2 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

8.2 Either party may at any time terminate this Agreement by serving on the other not less than six (6) months' notice in writing.

8.3 Upon termination of this Agreement for any reason:

8.3.1 Subject to Clause 8.4, any outstanding Grant payments shall remain due and payable to the Authority by the London Borough in accordance with the terms of this Agreement; and

8.3.2 each party shall return to the other all Confidential Information belonging to it.

8.4 Where this Agreement is terminated pursuant to Clause 8.2 or by the London Borough pursuant to Clause 8.1.1 the Grant payable by the London Borough shall be adjusted (using the formula detailed in Schedule 2 paragraph 8) so that the London Borough is liable to pay a

pro-rata proportion of the Grant. The London Borough shall pay any amount outstanding in relation to the adjusted Grant on the effective date of termination.

## **9. Confidentiality**

**9.1 Subject to Clause 11.1, the Receiving Party undertakes to the Disclosing Party that:**

- 9.1.1** it shall treat and safeguard as private and confidential all Confidential Information;
- 9.1.2** it shall only use the Confidential Information to the extent that such use is necessary for the purposes of performing its obligations or exercising its rights under this Agreement;
- 9.1.3** it shall not at any time disclose or reveal any part of the Confidential Information to any person other than a Permitted Recipient;
- 9.1.4** it shall ensure that each Permitted Recipient to whom Confidential Information is to be disclosed is made aware of and observes the terms of this Clause 9.1 as if that person had given the undertakings contained in this Clause 9.1 directly;
- 9.1.5** it shall immediately upon written request by the Disclosing Party deliver to the Disclosing Party a list of all individuals to whom the Confidential Information has been disclosed.

**9.2 The provisions of Clause 9.1 above shall not apply to any Confidential Information to the extent that such Confidential Information:**

- 9.2.1** is publicly available or becomes publicly available through no act or omission of the Receiving Party;
- 9.2.2** was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- 9.2.3** is received from a third party (who lawfully acquired it) without restriction as to its disclosure;
- 9.2.4** was created independently by the Receiving Party, without access to the Confidential Information, as demonstrated by documentary evidence to the reasonable satisfaction of the Disclosing Party;
- 9.2.5** is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority provided that (to the extent it is permitted to do so) the Receiving Party gives all reasonable notice of that disclosure to the Disclosing Party.

## **10. Freedom of Information**

**10.1** Each party shall provide all reasonable assistance to the other to enable the other to comply with any request received by it under the FOI Legislation.

**10.2** If either party receives a request under the FOI Legislation and such request relates to the matters contemplated by this Agreement the receiving party shall:

- 10.2.1** notify the other party promptly in writing of the request and supply a copy of the request;

10.2.2 as soon as reasonably practicable consult with the other party prior to making any disclosure.

10.3 Notifications under Clause 10.2 should be made in the case of the Authority to:

Tony Horsley  
9th Floor (West), Empress State Building  
Empress Approach,  
Lillie Road  
London SW6 1TR  
Tony.horsley@met.police.uk

and in the case of the London Borough to:

[Name]  
[Address]  
[Email]

or such other person as may be nominated in writing from time to time by the relevant party.

10.4 The parties shall use all reasonable endeavours to agree a protocol as to how their obligations under the FOI Legislation shall be applied in relation to the matters contemplated by this Agreement, which shall include whether and to what extent any of the information that they hold is exempt from disclosure under the FOI Legislation.

10.5 Notwithstanding the provisions of Clause 10.4, the parties acknowledge and agree that the party receiving a request under the FOI Legislation shall be entitled to decide whether to disclose information at its absolute discretion.

## 11. Transparency

11.1 The London Borough acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011, as amended. The London Borough gives consent to the Authority to publish the contents of this Agreement ("Agreement information"). The Authority in its absolute discretion may redact all or part of the Agreement Information prior to its publication. The Authority shall make the final decision regarding publication and/or redaction of the Agreement information.

## 12. Data Protection

12.1 For the purposes of this Clause 12, the expressions "personal data" and "process" shall have the meanings given to them in the Data Protection Act 1998.

12.2 To the extent that either party is required to process personal data on behalf of the other party for the purposes of performing its obligations under this Agreement, that party shall:

12.2.1 process personal data only in accordance with instructions from the other party;

12.2.2 process personal data only to the extent, and in such manner, as is necessary for the performance of its obligations under this Agreement;

12.2.3 implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and shall ensure that these measures are appropriate taking into account the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;

12.2.4 not transfer any personal data outside of the European Economic Area without the prior written approval of the other party; and

12.2.5 return the personal data to the other party on termination of this Agreement

### 13. Dispute Resolution

13.1 Any dispute (other than a dispute referred to in Clauses 6.3 and 14.4) arising out of or in respect of this Agreement shall be referred for resolution to the MPS Contact Officer and the London Borough Contact Officer.

13.2 Any dispute unresolved within twenty (20) Business Days of referral (either pursuant to Clause 13.1 or Clause 6.3) shall be referred to the Operational Commander and the London Borough Chief Executive.

### 14. Prevention of Corruption

14.1 Each party warrants that this Agreement has not been obtained or entered into as a result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 or under section 117(2) of the Local Government Act 1972.

14.2 Each party shall:

14.2.1 at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and

14.2.2 not enter into this Agreement or any other agreement with the other party in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless before the Agreement is made particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing.

14.3 Any breach of this Clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.

14.4 Any dispute, difference or question arising in respect of the interpretation of this Clause (except so far as the same may relate to the amount recoverable from the breaching party under the Clause in respect of any losses resulting from such termination of this Agreement), the right of a party to terminate this Agreement, or the amount of value of any such gift, consideration or commission shall be decided by the innocent party, whose decision shall be final and conclusive.

### 15. General

15.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement.

15.2 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

15.3 The Authority (or its statutory successor) may at any time assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof subject to the consent of the London Borough, such consent not to be unreasonably withheld or delayed

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provided that the London Borough agrees that it shall not be entitled to withhold its consent where:

- 15.3.1 such assignment, novation or disposal is to any Contracting Authority or other public body which substantially performs any of the functions that previously had been performed by the Authority ("the Transferee"); and
- 15.3.2 such assignment, novation or disposal shall not increase the burden of the London Borough's obligations under the Agreement.
- 15.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause 15.3, affect the validity of the Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to the Authority.
- 15.5 On condition that the Transferee undertakes for the benefit of the London Borough to perform with effect from the date this Agreement came into force all of the obligations of the Authority under this Agreement in place of the Authority, the London Borough shall accept such performance and shall release the Authority from any and all obligations and liability under this Agreement whether arising before, on or after the date of novation as if the Transferee had been a party to this Agreement instead of the Authority as from the date on which this Agreement came into force.
- 15.6 For the purposes of giving effect to Clauses 15.3, 15.4 and 15.5 the London Borough shall execute and do (or procure to be executed or done by any other necessary person) all such deeds, documents, acts and things as the Authority may from time to time reasonably require.
- 15.7 Subject to Clauses 15.3 to 15.6 inclusive, neither party shall be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 15.8 Nothing in this Agreement shall constitute any partnership between any of the parties or be deemed to have created any relationship of agency between them and unless expressly stated in this Agreement neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
- 15.9 No delay or failure on the part of either party in enforcing any provision in this Agreement shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under this Agreement, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy.
- 15.10 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.
- 15.11 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this Agreement by executing any such counterpart.
- 15.12 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 15.13 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.

**Schedule 1**

**Part 1**

**Additional MPS Personnel**

Two (2) Police Sergeants

Five (5) Police Constables

**Schedule 1**  
**Part 2**  
**Auxiliary Resources**

**Seven (7) Police Constables**

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## Schedule 2

### Provisions relating to the amount and payment of the Grant

1. The Grant payable by the London Borough is based on the annual rates detailed in the table below for the relevant rank of police officers being supplied pursuant to this Agreement as Additional MPS Personnel.

Additional MPS Personnel	Financial Year
	1 April 2017 - 31 March 2018
	£
Constable	66,500
Sergeant	79,000
Inspector	96,000

2. The Grant shall be £488,500 in Year 1 – 1 April 2017 – 31 March 2018 plus any increases to the Grant incurred pursuant to Clause 3.11 of this Agreement. In accordance with Clause 4.4, the Authority agrees to procure that the Grant is used solely for the cost of providing the Additional MPS Personnel for the purpose of meeting the Objectives. The cost of providing the Auxiliary Resources pursuant to this Agreement will be met by the Authority.
3. The Grant payable by the London Borough for 2018/19 and 2019/20 shall be the amount paid for the previous year plus any increase for the subsequent year in accordance with the recommendations from the Police Remuneration Review Body ("PRRB") on police pay and allowances.
4. The rates for 2018/19 and 2019/20 shall be confirmed by the Authority to the London Borough no later than 31<sup>st</sup> December of the preceding year. In the event that these rates are not acceptable to the London Borough, consideration will be given to reduce the notice period outlined at Clause 8.2 of this agreement for early termination upon receipt of the request within 2 weeks of notification.
5. The Grant shall be paid quarterly in arrears.
6. The amount of the Grant payable quarterly shall be one quarter of the annual Grant.
7. If VAT is chargeable on each instalment of the Grant it shall also be payable by the London Borough at the rate applying on the date that the related invoice is raised.
8. Where this Agreement is terminated pursuant to Clause 8.2 or Clause 8.1.1 by the London Borough, the Grant payable by the London Borough shall be adjusted as follows:  

$$\text{Grant} = \text{Grant} \times \left( \frac{\text{Number of days from the Start Date until the effective date of termination}}{\text{Number of days from the Start Date until the Expiry Date}} \right)$$
9. Where any or all of the Additional MPS Personnel and/or Auxiliary Resources are not provided or are redeployed other than in the circumstances envisaged in Clause 3.5 (each an "Absent Officer") the Grant payable by the London Borough shall be reduced on a pro-rata basis in respect of each Absent Officer (as appropriate) in accordance with the following formula:  

$$\text{Daily Rate (Annual Rate/Effective Days) divided by 2} \times \text{number of days for which the Absent Officer is not provided.}$$

Where:



- (a) the Annual Rate is the Grant payable in respect of the relevant Additional MPS Personnel in a financial year (as set out above); and
- (b) Effective Days means the number of working days workable by the relevant Additional MPS Personnel and/or Auxiliary Resource in a financial year (as estimated by the Authority taking into account deductions for annual leave, estimated sick leave and training days).

e.g. The 2017/18 daily rate for a constable is calculated as,

**(£66,500 divided by 204 effective days) divided by 2 = £162.99**

For clarity, the Daily Rates are as follows,

Daily Rates	1 <sup>st</sup> April 2017 – 31 March 2018
Constable (204 Effective Days)	£162.99
Sergeant (209 Effective Days)	£189.00

- 10. If Overtime costs are to be paid in accordance with Clause 3.11, the relevant hourly Overtime rates of the Authority as notified to the London Borough, inclusive of Earnings Related National insurance Contribution (ERNIC) and unsocial hours payments where appropriate will be payable by the London Borough in respect of each Sergeant or Constable supplied.
- 11. The table below details the amount of the Grant (allocated as at the Start Date) intended to cover the cost of Overtime worked by the Additional MPS Personnel and/or Auxiliary Resources. Overtime shall not exceed the amounts for each year as set out in the table below without prior written agreement by the THH Contact Officer.

Year	Amount
2017/18	£20,000
2018/19	£30,000
2019/20	£30,000

- 12. Auxiliary provision of a vehicle for use by the Additional MPS Personal will be based on daily hire rate provided by Fleet Distribution, currently £31.40 for a Station Bus and separate from the Grant outlined in section 2 of Schedule 2.

### Schedule 3

#### The Objectives

#### 1. The Tower Hamlets Homes Policing Team

- 1.1 The officers supplied under this agreement will form the Tower Hamlets Homes Policing Team (THHPT).
- 1.2 The THHPT will consist of two (2) Sergeants and twelve (12) Constables. The THHPT will be financed by the London Borough of Tower Hamlets (LBTH) under the MOPAC MetPatrol Plus Scheme.
- 1.3 The THHPT will be split into two (2) teams each led by a Sergeant. Subject to being at full strength, each team that is on duty will have a minimum strength per day of 4 officers excluding Bank Holidays. Bank Holiday strengths will be agreed by the MPS Contact Officer and the THH Contact Officer and will be subject to known demands and intelligence. Schedule 2 outlines overtime rates.
- 1.4 Team strength will be fully maintained with the exception of New Year's Eve and the Notting Hill Carnival. Resources redeployed other than in the circumstances envisaged in Clause 5.1 will lead to a reduction in the grant as per section 9 of Schedule 2.
- 1.5 THHPT officers will be recruited on a two year tenure, extendable by one year. The exceptions to this tenure would be by way of promotion or other welfare or disciplinary matters, poor performance, or by mutual consent.
- 1.6 Where possible the provision of officers on the THHPT will be representative of the Borough Operational Command Unit's service profile
- 1.7 No officers will be posted to the THHPT if they are on recuperative duty or restricted from undertaking operational policing at the time of posting.
- 1.8 Tower Hamlets Homes will provide training for the THHPT on relevant Housing legislation and procedures.
- 1.9 Any costs incurred by the THHPT for equipment, accommodation, technical and support services will be borne by the MPS.
- 1.10 THHPT officers will work an average of 40 hours a week across 52 weeks with coverage of 2 weekends out of 3.
- 1.11 THHPT officers will be trained and authorised to use and enforce LBTH byelaws.
- 1.12 Any byelaw cases reported by the THHPT will be handed over to LBTH's legal team for the borough to progress any prosecutions. The THHPT will supply full statements to support any prosecutions.
- 1.13 The aim of the THHPT is to provide an additional visible uniformed presence on Tower Hamlets Homes housing estates to target Anti-Social Behaviour with a particular focus on drug dealing and drug misuse impacting on THH residents. This will be achieved through joint tasking of the THHPT at the THH led Tasking Meetings (TMs). The THHPT will undertake tasks as agreed by THH and the MPS. The TM will be attended by at least one Sergeant of the THHPT.
- 1.14 The THHPT will be based at Bethnal Green Police Station.
- 1.15 The THHPT will provide a Daily Return of Activity & Actions (DRAA) of the team to the THH ASB Manager.

## **2. Role of the THHPT**

- 2.1 The THHPT will provide support to THH with proactive operations to target ASB on THH housing estates with a view to significantly reducing levels of ASB on THH housing estates.
- 2.2 The taskings will be a combination of evidence gathering and targeted work in hot spot/high profile locations to reassure residents, and deter and take enforcement actions against perpetrators of ASB.
- 2.3 This will include, but is not limited to include uniformed patrols, Stop and Searches, issuing ASB warnings, enforcement of disposal zones. Additionally the THHPT will take part in proactive taskings such as Rough Sleeper patrols, void garage/shed audits (drugs/weapons sweeps), security checks of blocks and bin stores, door knocking and leaflet drops, attending street briefings, attending TRA meetings (and similar), the service of court orders and joint home visits to perpetrators/victims, and as and when directed providing a high visibility presence to increase resident confidence.

## **3. Tasking**

- 3.1 There will be a TM chaired by the THH ASB Manager. The THHPT will be tasked at the TMs and may be informed by police data.
- 3.2 Any urgent variance of tasking will be by authority of the MPS Contact Officer and in consultation with the TM Chair or THH Contact Officer where possible, in the rare case this is not obtained in advance, the TM Chair and THH Contact Officer will be informed as soon as possible. Any urgent variances shall be discussed at the next TM thereafter to assess if any tasking change is required, or why a change was needed so urgently, so as to ensure officers are performing their allocated tasks.
- 3.3 The TM will task the THHPT to carry out a number of fixed patrols during the course of a 40 hour shift pattern.
- 3.4 Contract monitoring by the parties shall take place monthly starting from the end of the first calendar month from the Start Date. The frequency of such meetings may be reduced or increased during the term of this Agreement to such reasonable frequency as THH may request from time to time. To facilitate these meetings the MPS shall provide monthly monitoring data to include those items listed in 4.3 and/or such other information the MPS agrees to provide from time to time.

## **4. Performance Monitoring**

- 4.1 Tasking from the TM will be reported to the ASB Ops Meeting.
- 4.2 Tasking will be assigned with a tasking number. When assigned the tasking THHPT officers will complete a tasking CRIMINT return with the appropriate number.
- 4.3 The MPS will, in respect of the THHPT, maintain monitoring and performance information concerning the following areas:
  - Number of arrests
  - Outcome of arrests
  - Nature of offences occasioning arrests
  - Number of stop and searches
  - Outcomes of stop and searches

- Number of ASB warnings issued
- Number of Civil Injunctions
- Number of ABCs
- Number of cannabis and other drug warnings (shown by categories)
- Number of Fixed Penalty notices issued and for what offences
- Number of CAD or other directly tasked incidents dealt with
- Hours spent patrolling
- Staff attendance / sickness
- Overtime expenditure
- Number of Requests for Disclosure of Information provided within 7 days & 2 days for ex-parte applications
- BWC images/recordings required to support legal action provided within 2 working days.

4.4 The performance information in 4.3 will be provided by the police at the monthly contract meeting.

4.5 An annual satisfaction survey will be carried out by THH to include

- How safe residents feel living on their estate
- Drug use & dealing is a problem in the Neighbourhood

4.6 The MPS will maintain a record of any good news stories about these that will be passed to THH and MPS communications teams.

## 5. Review

5.1 The Objectives will be reviewed annually and any necessary changes agreed between the parties should be made in writing.

Whilst the London Borough of Tower Hamlets and the Authority are committed to delivery and achievement of the objectives listed in this schedule, it is recognised by both parties that they are aspirational and will not in any way affect the payment of, or value of the grant as specified in Schedule 2.

**Schedule 4**

**Start Date and Expiry Date**

- 1 The Start Date shall be 1<sup>st</sup> September 2017.
- 2 The Expiry Date shall be 1<sup>st</sup> September 2020.

**This Agreement has been executed as a Deed on the date appearing at the top of page 1**

**The Common Seal of The Mayor and Burgesses of the London Borough of Tower Hamlets was hereunto affixed in the presence of:-**

**Authorised signatory**

.....

**Executed as a deed by the Mayor's Office for Policing and Crime.**

**The Common Seal of The Mayor's Office for Policing and Crime was affixed in the presence of The Chief Executive Officer** )  
)  
)  
)

.....

**The Chief Executive Officer for the Mayor's Office for Policing and Crime**