

**Collaboration Agreement Pursuant to Sections 22A, 23,
and 23A to 23I of the Police Act 1996 (as amended)**

**Tri-Force Firearms Training Service between the Police
Authorities and Chief Constables who are parties to this
Agreement**

Chief Constable of Avon and Somerset Constabulary

and

Chief Constable of Gloucestershire Constabulary

and

Chief Constable of Wiltshire Police

and

Avon and Somerset Police Authority

and

Gloucestershire Police Authority

and

Wiltshire Police Authority

Version 9 – 28/8/12

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THIS AGREEMENT is made on

2012

BETWEEN

1. Chief Constable of Avon and Somerset Constabulary; and
2. Chief Constable of Gloucestershire Constabulary; and
3. Chief Constable of Wiltshire Police; and
4. Avon and Somerset Police Authority; and
5. Gloucestershire Police Authority; and
6. Wiltshire Police Authority

1. INTRODUCTION AND LEGAL CONTEXT

- 1.1 The Chief Constables have identified significant operational and business benefits in terms of increased capacity, capability and resilience in sharing the provision of the Service to each of the police forces under their direction and control.
- 1.2 The Police Authorities have resolved to establish the Service.
- 1.3 This Agreement is made between the Parties pursuant to Sections 22A, 23, and 23A to 23I of the Act and by signing this Agreement the Police Authorities confirm that they have approved the making of this Agreement.
- 1.4 For the purposes of Section 23(5) of the Act, the Chief Constables have determined that this Agreement is in the interests of the efficiency and effectiveness of their respective forces.
- 1.5 For the purposes of Section 23A(5) of the Act, the Police Authorities have determined that this Agreement is in the interests of the efficiency and effectiveness of their respective authorities and forces they maintain.
- 1.6 For the purposes of Section 22A of the Act this Agreement contains a force collaboration provision and a policing body and force collaboration provision.

2. DEFINITIONS

- 2.1 In this Agreement, unless the context otherwise requires:

"Act"	means the Police Act 1996 (as amended);
"AFO"	means authorised firearms officer;
"Agreement"	means this agreement and the appendices to it
"ASPA"	means Avon and Somerset Police Authority;
"Chief Constables"	means the Chief Constables of Avon and Somerset Constabulary, Gloucestershire Constabulary and Wiltshire Police;
"Contractor"	means Blue Light Partnership which will design, build, finance, and operate the Firearms Centre;
"Firearms Centre"	means the indoor firearms training centre to be constructed at Black Rock Quarry Portishead;
"Firearms Centre Cost"	means the cost comprising the Project Agreement costs that apply to the Firearms Centre (including maintenance and cleaning)

	and ASPA contract management costs that apply to the Firearms Centre;
"GPA"	means Gloucestershire Police Authority;
"Home Force"	means the force of which a police officer is a member, or police authority of which a member of police staff is employed, as the case may be;
"ICT"	means information and communications technology equipment;
"Initial Share Allocations"	means Avon and Somerset: 41.83%; Gloucestershire: 32.68% and Wiltshire: 25.49% subject to any variation made in accordance with this Agreement;
"Joint Committee"	means the joint committee of the Police Authorities established under sections 101 to 107 of the Local Government Act 1972 for the purpose set out in clause 8 of this Agreement;
"Joint Trading Account"	means the trading account set up to manage the Service Budget;
"Liaison Procedure"	means a process to solve any problems which arise in connection with the development of the Firearms Centre, the use of the Firearms Centre and the provision of the Service;
"Parties"	means the Chief Constables and Police Authorities and "Party" shall be construed accordingly;
"Police Authorities"	means Avon and Somerset Police Authority, Gloucestershire Police Authority, and Wiltshire Police Authority and "Police Authority" shall be construed accordingly;
"Project Agreement"	means the agreement to be completed between ASPA and the Contractor and any other documentation for the design, building, financing, and operating of the Firearms Centre;
"RBC"	means the Refreshed Business Case for the PFI Tri Force Firearms Training Centre dated 18 March 2011
"Service"	means the firearms training service for the police forces maintained by the Police Authorities set out in Appendix A to this Agreement which includes indoor, outdoor and public place firearms training;
"Service Budget"	means the budget to meet the Firearms Centre Cost and the Service Cost;
"Service Commencement Date"	means the date of handover of the Firearms Centre under the Project Agreement and the date of commencement of the Service;
"Service Cost"	means the costs of providing the Service from time to time not included in the Firearms Centre Cost including: staff training and uniform costs, disruption costs for officers, travel costs for officers, hire of external venues, rates, water, gas, and electricity and any other costs related to the provision of the Service as agreed between the parties from time to time
"Site"	means the site of the Firearms Centre;
"Site Contract"	means the contract legislating for the transfer of

	the freehold interest in the land and buildings comprising the Firearms Centre from ASPA to ASPA, GPA, and WPA;
"Steering Group"	means the steering group established by the Chief Constables to manage the Service;
"WPA"	means Wiltshire Police Authority

2.2 In this Agreement, unless otherwise specified:

- (a) the headings are for convenience only and shall not affect its interpretation;
- (b) references to a clause, appendix or paragraph are to a clause, appendix or paragraph in this Agreement;
- (c) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- (d) any reference to any statute shall include references to the same as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment);
- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
- (f) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
- (g) reference to the plural shall include the singular and *vice versa*, and reference to one gender includes reference to all genders;
- (h) any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, permitted assigns and transferees;
- (i) words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- (j) any reference to a notice, consent, approval, agreement and/or permission being required under this Agreement shall, unless expressed to the contrary in this Agreement, be given in writing;
- (k) all agreements on the part of any party comprising more than one person or entity shall be joint and several and throughout this Agreement the neuter singular gender shall include all genders and the plural; and
- (l) the rights and responsibilities created by this Agreement and the Project Agreement will pass to the successor body of any of the Parties.

3. SCOPE AND PURPOSE OF AGREEMENT

3.1 This Agreement legislates for:

- (a) the development and use of the Firearms Centre;
- (b) the provision of the Service to the police forces maintained by the Police Authorities; and

(c) the rights of the Parties to use the Firearms Centre.

3.2 Except where otherwise stated in this Agreement the Parties are jointly liable for the provision of the Service and the management of the Firearms Centre.

3.3 All Parties will work towards ensuring that the handover of the Firearms Centre and the commencement of the Service will be on the Service Commencement Date.

3.4 The Service will not begin before the handover of the Firearms Centre under the Project Agreement.

3.5 Each Party shall appoint a representative to exercise its functions and powers under this Agreement. The identity of each representative shall be notified to the other Parties (and any change in representative shall also be notified).

3.6 The Appendices to this Agreement will have effect.

4. GENERAL PRINCIPLES

4.1 The Parties mutually undertake to each other that in performing their rights and obligations under this Agreement and in respect of the Project Agreement they shall pay the utmost regard to:

4.1.1 the standing and reputation of the other Parties and shall not do or fail to do anything which may bring the standing or reputation of the other Parties into disrepute or attract adverse publicity to the other Parties or to the Firearms Centre; and

4.1.2 any relevant Code of Practice issued by Her Majesty's Government from time to time and shall promptly respond to reasonable requests for information in accordance with any such Code.

5. THE SERVICE

5.1 The Police Authorities will collaborate to ensure that the Service is delivered to the police forces they maintain.

5.2 The Chief Constables will collaborate to discharge their firearms training function.

5.3 ASPA will procure on behalf of all the Parties the use of appropriate facilities that will be needed for the provision of the outdoors and public place elements of the Service.

5.4 The Parties agree that their use of the Service will reflect the Initial Share Allocations, subject to clause 5.5 below.

5.5 In the event that the number of AFO's in a participating force changes, the relevant Police Authority and Chief Constable may vary the proportion of its use of the Service but the proportion of the Service Budget the relevant Authority pays for the Service will only reduce:

if and to the extent that the cost of providing the Service reduces; or

if and to the extent that the Service requirement of the other Parties increases so as to take up some or all of the spare capacity generated.

6. DEVELOPMENT OF THE FIREARMS CENTRE

6.1 Subject to clauses 6.2, 6.3, and 6.4 of this Agreement ASPA will enter into the

Project Agreement with the Contractor.

- 6.2 ASPA will not enter into the Project Agreement without showing the final draft setting out the terms relating to the Firearms Centre to WPA and GPA.
- 6.3 ASPA will not enter into the Project Agreement if the Firearms Centre delivered thereby is more expensive or of lesser specification than is contained in the RBC without the consent of the other Parties (not to be unreasonably withheld).
- 6.4 The Police Authorities agree to share the acquisition costs and development costs associated with the Firearms Centre in accordance with the Initial Share Allocations.
- 6.5. In the event that the Firearms Centre is not delivered under the Project Agreement, the Parties will share the abortive costs associated with the Firearms Facility in accordance with the Initial Share Allocations. If the Site is then sold, the proceeds of sale will be shared between the Police Authorities on the basis of the Initial Share Allocations.
- 6.6 Where it is possible to do so ASPA will keep separate accounts for the development and other costs of the Firearms Centre from the development and other costs of any other facilities to be provided under the Project Agreement which will be met by ASPA. Where separate accounts cannot be kept costs for the development and other costs of the Firearms Centre will be allocated in accordance with the Initial Share Allocations and will be available to the other Parties for inspection on an open book basis.
- 6.7 GPA and WPA and the Chief Constables agree to do nothing which would result in ASPA being in breach of its obligations under the Project Agreement.
- 6.8 ASPA agrees to do nothing under the Project Agreement which causes it to be in breach of its obligations under this Agreement.
- 6.9 ASPA agrees to perform its obligations under the Project Agreement with due regard to the interests of GPA and WPA (in so far as ASPA's obligations relate to the Firearms Centre and the Service).
- 6.10 The Parties agree that the handover of the Firearms Centre will be carried out by an Independent Certifier under the Project Agreement. ASPA confirms that the Independent Certifier will not approve the handover of the Firearms Centre without taking expert police advice on the Firearms Centre. The other Parties will be given access to all relevant documentation associated with this process.

7. USE OF THE FIREARMS CENTRE

7.1 ASPA grants to each of the other Parties:

the right of access with or without vehicles from or to the public highway to or from any part of the Site and any buildings constructed on the Site;
the right to use the Firearms Centre for firearms training even if the forces maintained by GPA and WPA do not receive their firearms training under this Agreement provided that prior agreement shall be sought from the other Parties before exercise of such right and such agreement not to be unreasonably withheld or delayed.

- 7.2 In the event that the Firearms Centre is not being fully utilised by the Parties, the Parties agree that it may be used by third parties agreed by the Parties to generate additional income for the Parties and the Parties shall share equal responsibility for the development of third party opportunities.
- 7.3 ASPA will administer the use of the Firearms Centre by third parties and will credit any income and expenses received from such parties to the Joint Trading Account.

8. THE CONTRACTOR

8.1 ASPA will use its reasonable endeavours to utilise its remedies under the Project Agreement to ensure the Contractor complies with its obligations under the Project Agreement. In enforcing its rights under the Project Agreement ASPA will do so for the benefit of each of WPA, GPA, and ASPA.

8.2 ASPA will ensure that the Project Agreement contains provisions covering the following points:

The right to make unavailability deductions and service performance deductions under the Project Agreement for poor performance of the services the Contractor is to provide at the Firearms Centre.

Persistent performance deficiencies of the Contractor and the remedies available to the Parties in the event that the Service cannot be delivered because the Firearms Centre cannot be used.

8.3 Any amounts payable by the Contractor under the Project Agreement in relation to the Firearms Centre will be credited to the Joint Trading Account to reduce the overall cost of the Service to each of the Parties

8.4 The Parties acknowledge that the use of the Firearms Centre must accommodate the need for the Contractor, its employees, agents and sub-contractors to have access to the Firearms Centre to carry out its obligations under the Project Agreement. Where appropriate this will be under the supervision of ASPA.

8.5 The Parties agree that the timing of the maintenance of the Firearms Centre will have an equal and minimal impact on the use of the Service by each Party.

8.6 If the provision of the Firearms Centre terminates within the life of the Project Agreement, ASPA will pursue (with WPA and GPA's consent not to be unreasonably withheld) all reasonable channels to recover any resulting loss to the Parties. In the event that ASPA cannot recover the costs it incurs in recovering such losses they will be borne by the Police Authorities in accordance with the Initial Share Allocations or as otherwise agreed.

9. GOVERNANCE

9.1 The Police Authorities will establish a Joint Committee to exercise governance, oversight and scrutiny over the Service, the Firearms Centre and this Agreement provided that pending review of this Agreement the functions of the Joint Committee shall be performed by a Board made up of the Policing and Crime Commissioners of Avon and Somerset, Gloucestershire and Wiltshire or their nominated representatives and the provisions of this Agreement shall be construed accordingly.

9.2 Each Police Authority will appoint one of its members to be its representative on the Joint Committee.

9.3 Each Police Authority's representative on the Joint Committee will be authorised to make decisions on the Service on behalf of the relevant Police Authority.

9.4 The Steering Group will be accountable for the discharge of the firearms training function to the Joint Committee.

- 9.5 No decision of the Joint Committee will be made without the unanimous consent of all the Police Authorities
- 9.6 The Chairmanship of the Joint Committee will rotate between the Police Authorities after an agreed length of time.
- 9.7 ASPA will not agree any changes to the Project Agreement which may affect the Firearms Centre or the Service without the approval of the Joint Committee.
- 9.8 ASPA will not agree amendments to any design and service specifications in so far as they relate to the Firearms Centre without the approval of the Joint Committee.
- 9.9 Where consents, approval or authorisation of ASPA is required under the Project Agreement in relation to the Firearms Centre ASPA shall not give such consent approval or authorisation without consulting the Joint Committee where the consent, approval or authorisation may affect the Service. Where a consent, approval or authorisation would have an adverse effect or involve a significant change for any Party, ASPA will obtain the agreement of the party to be affected (not to be unreasonably withheld) before giving such consent, approval or authorisation.

10. MANAGEMENT OF THE SERVICE

- 10.1 The Chief Constables will establish the Steering Group to manage the provision of the Service and the Firearms Centre and to be accountable to the Joint Committee for the provision of the Service.
- 10.2 A Chief Firearms Instructor/Head of Firearms Centre will be appointed by the Steering Group to be responsible for operational decisions on a day to day basis in respect of the provision of the Service.
- 10.3 Each Chief Constable may invite a member of the Police Authority of the force over which he/she has direction and control to any meeting of the Steering Group.
- 10.4 The Steering Group will have responsibility for operational management of the Service.
- 10.5 The Chief Officer Lead of the Steering Group will rotate between the forces on an annual basis.

11. DIRECTION AND CONTROL

- 11.1 The Chief Constable of the home force of the officer or employee with responsibility for operational decisions on a day to day basis in respect of the provision of the Service (ordinarily the Chief Firearms Instructor /Head of Firearms) will have direction and control of all police officers and police staff deployed in the provision of the Service at that time and will be the Party that deals with any claim arising from the provision of the Service. .

12. LENGTH OF AGREEMENT

- 12.1 This Agreement and the rights and obligations of the Parties to this Agreement shall be deemed to have effect from the date of execution and shall continue in full force and effect until the Project Agreement ends subject to an option to renew if the Parties agree at the end of the Project Agreement.

13. VARIATION OF AGREEMENT

13.1 Variation

This Agreement may only be varied with the unanimous consent of the Parties.

13.2 Invitation To Other Forces

With the prior written consent of the Parties, additional police authorities and forces in the United Kingdom may be invited to join the Parties and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect and which incorporates the terms of this Agreement.

14. WITHDRAWAL FROM THE AGREEMENT

14.1 Subject to clause 14.2 any Police Authority and the Chief Constable of the force it maintains may withdraw from this Agreement at any time before the end of the Project Agreement by giving 12 months written notice to the other Parties. For the avoidance of doubt such notice must be given jointly by the relevant Police Authority and its Chief Constable.

14.2 If a Police Authority and the Chief Constable of the force it maintains withdraws from this Agreement prior to its expiry, the relevant Police Authority will continue to pay its contribution to the Service Budget at the rate paid at the time of withdrawal unless:

The withdrawal has no impact on the costs payable by the remaining Police Authorities;

The rate payable is reduced because the remaining Police Authorities have mitigated their loss (in which event the reduced rate shall apply);

The remaining Parties increase their use of the Firearms Centre and Service and thereby reasonably absorb any increase in their costs as a result of the withdrawal;

or

A third party replaces the withdrawing Police Authority and Chief Constable on the same terms.

14.3 The Parties agree that the withdrawal of any Party will not affect the provision of the Service to the remaining Parties nor the making available of the Firearms Centre in connection with the Service.

14.4 No withdrawing Party will be entitled to recover any capital contribution to the development and acquisition costs nor any capital value associated with the Firearms Centre until all Parties agree that the Firearms Centre will not be used in connection with the provision of the Service.

15 DISPUTES AND ARBITRATION

Any disputes between the Parties shall be resolved through the Liaison Procedure. Any dispute which is incapable of being resolved in this way shall be referred to the Joint Committee.

16. POLICE OFFICERS & POLICE STAFF

- 16.1 Each Police Authority and Chief Constable will deploy the officers and staff set out in Appendix C for the provision of the Service for the police forces they maintain.
- 16.2 The Parties shall agree a common approach to working practices and policies for the Service. In any event, the Parties acknowledge and agree that they are committed to:
- (i) promoting equality and fairness and creating a working environment where diversity is recognised, valued and celebrated;
 - (ii) treating all police officers and police staff with dignity and respect, ensuring equality of opportunity in all areas of the working relationship;
 - (iii) developing police officers and police staff in order to realise their full potential; and
 - (iv) agreeing a health and safety policy for users of the Service.

17. DATA COLLECTION MODEL

The Parties shall agree a data collection model for the purposes of assessing the performance of the Contractor and whether the Service is delivering value for money for the Parties.

18. COSTS AND PAYMENT

- 18.1 From and including the Service Commencement Date each of GPA and WPA shall pay into the Joint Trading Account a sum per month ("the Fee") equivalent to one twelfth of its annual contribution to the Service Budget determined by the relevant Initial Share Allocation.
- 18.2 The amount of the Service Budget payable by each Police Authority in the first year of this Agreement will be agreed before the start of this Agreement. In subsequent years the calculation of the amount of the Service Budget payable by each Police Authority will be made by the Joint Committee based on what has been paid in the preceding year subject to any variations made in accordance with this Agreement.
- 18.3 ASPA will maintain and administer the Joint Trading Account on an open book basis of accounting for the Service Budget and shall:
- (i) accurately record expenditure from the Joint Trading Account and keep proper books of account capable of audit and inspection by any of the Parties;
 - (ii) provide each meeting of the Joint Committee with up to date statements identifying actual expenditure against the Service Budget;
 - (iii) as soon as reasonably practicable following the end of each year of this Agreement prepare a financial statement.
 - (iv) set against the Firearms Centre Cost and the Service Cost any income obtained from any third party use of the Firearms Centre.
- 18.4 Following agreement of the Joint Trading Account any under spend as against the Service Budget shall be returned to the Parties in the proportions set out in the Initial Share Allocation or as otherwise agreed and any overspend shall be funded by the Parties in the same proportions.

19. INSURANCE AND LIABILITIES

19.1 Insurance

The Steering Group will ensure that there are in place adequate policies of insurance in respect of the Firearms Centre and the Service and any legal liabilities which may arise from the use thereof. The Parties will agree whether these will be separate Service specific policies or will make use of existing police authority policies depending on which solution represents the best value for money.

19.2 Indemnity

Each Police Authority will indemnify the other Police Authorities against any loss or liability they suffer as result of any failure by that Police Authority to comply with its obligations under this Agreement or as a result of the default, recklessness or negligence of the Police Authority or its officers, employees or agents or any members of the police force maintained by it.

- 19.3 Any liability or losses incurred by any Party arising from the existence or operation of the shared service other than as referred to in clause 19.2 shall be shared in a proportionate basis between the Parties on the basis of the Initial Share Allocations or as otherwise agreed.

20. AUDIT AND INSPECTION

Any audits and/or inspections of the Service or the Firearms Centre shall be coordinated by the Joint Committee.

21. INFORMATION MANAGEMENT

- 21.1 All Parties shall share information where appropriate for the purposes of the provision of the Service, subject to any conditions imposed by the Party providing the information in respect of such disclosure.
- 21.2 Any Freedom of Information Act (2000) requests received in respect of the Service shall be dealt with by the Party receiving the relevant request.
- 21.3 Any Intellectual Property Rights acquired by ASPA under the Project Agreement, either through use of the facility or provision of the associated training, will also accrue to GPA and WPA in equal shares.

22. HEALTH AND SAFETY

- 22.1 Each Chief Constable will remain responsible for the health and safety of their own officers.
- 22.2 Each Authority will remain responsible for the health and safety of their employees.
- 22.3 The Steering Group will be responsible for ensuring that all appropriate risk assessments have been carried out and are up to date and complied with.
- 22.4 The Parties will work towards joint risk assessments and joint health and safety procedures for the Firearms Centre and Service.

23. TERMINATION OF AGREEMENT

- 23.1 This Agreement may be terminated with the unanimous consent of all the Parties.

24. CONSEQUENCES OF THE DISSOLUTION OF THE AGREEMENT

On termination of this Agreement for whatever reason:

24.1 Joint Trading Account

Following agreement of the Joint Trading Account any monies remaining in the Joint Trading Account or any overspend against the Service Budget shall be returned to or paid by the Parties (as the case may be) in accordance with the Initial Share Allocations or as otherwise agreed.

24.2 Facilities, Assets, Accommodation, Equipment (including ICT)

Each Police Authority will be entitled to a share of the assets used in the Service or their value determined in accordance with the proportion of its financial contribution to the Service.

24.3 General duty to act in good faith

The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the Service to ensure continuity of service in their force areas.

25. BOILER PLATE PROVISIONS

25.1 PUBLICATION

- (a) The Parties agree that the provisions of S23E Police Act 1996 will be discharged by each party by the publication of this Agreement which, subject to any legal requirement to do so, no Party shall disclose (or any details of their contents) to any third party without the prior written consent of the other Parties.
- (b) The Firearms Centre shall not be publicised by ASPA under the Project Agreement without the consent of the other Parties.

25.2 FURTHER ASSURANCE

Each Party agrees to use all reasonable endeavours to do or procure to be done all such further acts and execute or procure the execution of all such documents as any other Party may from time to time reasonably require for the purpose of giving the other Parties the full benefit of the provisions of this Agreement.

25.3 NO AGENCY OR PARTNERSHIP

- 25.3.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.
- 25.3.2 Neither Party shall act or describe itself as the agent of any other Party, nor shall it make or represent that it has authority to make any commitments on the behalf of any other Party.

25.4 ENTIRE AGREEMENT

This Agreement, including its Appendices, sets out the entire agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them.

25.5 STATUTORY POWERS

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of each of the Parties in the exercise of their respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

25.6 INVALID TERMS

If a term is found to be invalid, unlawful or unenforceable such term shall not affect the validity, legality or enforceability of any of the other terms of the Agreement.

25.7 NOTICES

Notices served under the Agreement shall be in writing and served by sending by first class post, facsimile or by hand to addresses for each Party to be agreed

25.8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 the Parties state that they do not intend any term of this Agreement to be enforced by any third parties.

25.9 COUNTERPARTS

This Agreement may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Agreement.


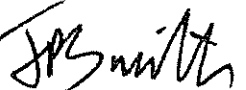
25.10 LEGALLY BINDING

The Parties agree that this Agreement shall be fully legally binding between the Parties.

25.11 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		4 September 2012
Avon and Somerset Police Authority		4 September 2012
Chief Constable of Gloucestershire Constabulary		
Gloucestershire Police Authority		
Chief Constable of Wiltshire Police		
Wiltshire Police Authority		

IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Avon and Somerset Police Authority		
Chief Constable of Gloucestershire Constabulary		30.08.12
Gloucestershire Police Authority	Ady Cloupe	30.08.12
Chief Constable of Wiltshire Police		
Wiltshire Police Authority		

IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Avon and Somerset Police Authority		
Chief Constable of Gloucestershire Constabulary		
Gloucestershire Police Authority		
Chief Constable of Wiltshire Police	<i>R. [Signature]</i>	4 September 2012
Wiltshire Police Authority	<i>C. J. [Signature]</i>	4 September 2012

APPENDIX A

S22A Police Act 1996 Collaboration Agreement Tri-Force Firearms Training Service Clause 15

LIAISON PROCEDURE

1. The Parties agree that they will actively work together in good faith to seek to solve any problems which arise in connection with the development of the Firearms Centre, the use of the Firearms Centre and the provision of the Service.
2. For the purposes of this procedure 'Party' shall be deemed to include both the Chief Constable and Police Authority/policing body of each force.
3. If any Party believes that a material problem has arisen in connection with the development of the Firearms Centre, the use of the Firearms Centre or the provision of the Service that Party may serve written notice on the other Parties notifying it of the issue (the 'Problem') and, where practicable, proposing a solution.
4. On receipt of such a written notice identifying a Problem a meeting of the Steering Group will be convened at the earliest possible date. At such meeting the Group will actively work together in good faith to seek to solve the Problem as quickly as possible.
5. In the event that the problem is not resolved by the Steering Group within one month of the latter being referred to them, the matter shall then be considered by the Joint Committee or successor body which shall meet as soon as possible and in any event within one month of the referral to them to seek to resolve the Problem.
6. Each party shall bear its own costs incurred in resolution of the Problem save that if costs are incurred jointly they shall be shared equally amongst the parties.
7. In the further event that the PAJC or successor body are unable to resolve the Problem it will be referred to arbitration.
8. Each Party shall be responsible for its own costs and expenses incurred in connection with reference of the Problem to this procedure or arbitration.

NOTIFICATION OF USE OF LIAISON PROCEDURE

This notice is intended to invoke the Liaison Procedure pursuant to Clause 15 of the Collaboration Agreement for the Tri Force Firearms Training Service.

Notice is given by:

Date:

The Problem:

Proposed Resolution:

Served on the following parties:

By post/fax/hand/email * delete as applicable

On (date of service)

Response:

Resolution is agreed/not agreed *delete as applicable

Referred to Steering Group:

Decision of Steering Group

Resolution is agreed/not agreed *delete as applicable

Referred to Joint Committee/successor body:

Decision of Joint Committee/successor body

Resolution is agreed/not agreed *delete as applicable

APPENDIX B

Service Specification for Tri Force Firearms Centre, between Avon and Somerset, Gloucestershire and Wiltshire for the delivery of Firearms Training.

1. Definition

This service specification sets out the Training Facilities and services that will be commissioned and provided for the 3 Forces.

The main aim is to build on the inherent strengths and benefits that a Tri Force Firearms Centre will bring. The Firearms Centre will help to improve firearms training and enable savings from procurement. It will also improve the levels of confidence in the community in the ability of the 3 forces to provide highly trained officers to combat violent crime within the relevant communities.

The Tri Force Service will address all AFO training requirements specified within the training plan, including training delivered within the Centre, as well as outdoor training.

2. Service Objectives

The purpose of this service is to improve efficiencies in firearms training and to support each Force by providing a collaborative and consistent approach to training and the deployment of firearms officers. The Firearms Centre will deliver joint training, with firearms officers from Avon and Somerset, Gloucestershire and Wiltshire being trained together, at the same time, with training staff also drawn from all three forces. This will also support the wider communities of the forces by ensuring that all officers deployed to deal with a firearms response are highly trained and are fully interoperable. The Firearms Centre will have a range of facilities such as classrooms and judgemental scenario areas that will be available for use for other learning and development activities.

The Tri-Force Training Service will be developed according to the following principles:

1. Provide high quality training and development for firearms officers
2. Provide support to existing Firearms Officers to ensure that a process is in place to maintain the standard of current training, delivered where possible jointly to officers from all 3 forces.
3. Work closely with the 3 forces and relevant Police Authorities to develop an agreed training programme and staffing levels that deliver the training requirements, efficiencies and savings as outlined in the Refreshed Business Case(RBC).
4. Training plans will be written 12 months in advance and agreed by the Steering group. These will indicate times and dates the centre facilities will be used. This will allow the PFI contractor to identify the most appropriate times to schedule maintenance.
5. Spare capacity will be identified and available for each force or provide the potential for other agency/partner use.
6. Staff Vacancies will be advertised across the 3 Forces, the details of which will be agreed through by the Black Rock Firearms Training Centre Working Practices and Staffing Group
7. Training Services will be provided jointly wherever possible and practicable to firearms officers from Avon and Somerset, Gloucestershire and Wiltshire together.
8. Provide leadership development to instructors and firearms officers.

3. Service Users

The service will be available to

- Avon and Somerset Constabulary and Police Authority
- Gloucestershire Constabulary and Police Authority
- Wiltshire Constabulary and Police Authority
- The Firearms Centre will in addition be available for wider learning and development use once all firearms training requirements have been discharged and spare capacity is identified.

4. Access

A clear system will be introduced that allows each Police Force access to the facilities and training. This system will allow all Forces to utilise the Firearms Centre and ensure that they are able to maintain the requisite number of courses and re-qualifications. This will be flexible and will allow any force to operate independently should no agreement be in force to deliver Tri Force training.

5. Time

The Firearms Centre will be operational every weekday between 0700 and 2200hrs, Monday to Friday. The Firearms Centre will be available outside of these core hours at an additional cost which will be included in the Firearms Centre Cost.. Subject to review and finalisation the additional costs per period are:-

	With FM Service	Without FM Service
Weeknights	£430	£245
Weekend	£745	£395

2014 prices

6. Service Components

The training will conform to NPIA (or successor organisations) and Home Office standards for the training of firearms officers.

7. Training requirements and KPI's

It is envisaged that following agreement, a single Tri Force Chief Firearms Instructor will be appointed. The Tri Force Chief Firearms Instructor (CFI) (once nominated) or the individual CFI's will with the Black Rock Firearms Training Centre Working Practices and Staffing Group produce an initial training plan that will identify requirements, output and usage. In addition instructor role profiles will be produced that will state expectations and requirements in relation to the training, qualifications, experience and operational and occupational competence of the instructional staff. All firearms training delivered will be compliant with NPIA and the National Police Firearms Training Curriculum (NPFTC) standards. Advice has been sought from NPIA who have stated that the best practice would be to continue with 3 force firearms training licences until

the Firearms Centre has been open and running for approximately 1 year and then to apply for a single training licence in 2015.

8. Professional Standards

All matters of compliant and misconduct against staff at the training centre arising from either a public complaint or internal report shall be recorded by Avon and Somerset Professional Standards Department and then passed to the officers or staffs home force for investigation if required. The officers home force will be responsible for ensuring referral to the Independent Police Complaints Commission (IPCC) in appropriate cases. However Avon and Somerset Professional Standards Department may refer any matter to the IPCC in cases of urgency.

Any investigation involving the performance or conduct of a police officer or a member of police staff shall be carried out by the persons home force unless otherwise agreed.

9. Claims handling

This paragraph is subject to clause 11 of the Agreement.

Any claims in respect of any activity or conduct relating to the Service or the Firearms Centre will be notified to Avon and Somerset Legal Services Directorate who shall maintain a central database including recording outcomes.

Claims handling will be agreed between Avon and Somerset Legal Services Directorate will Wiltshire Police Authority and Gloucestershire Legal Services dependent on the nature of the liability and the extent to which the Firearms Centre or Service is involved in the overall claim, including from whom instructions will be taken.

Avon and Somerset Legal Services Directorate will report on an annual basis to the Steering Group or as otherwise appropriate.

10. Monitoring Arrangements

This section should provide the means by which each user can satisfy themselves that service delivery accords with the agreed levels and standards.

A Joint Committee will be established by the Police Authorities to exercise governance oversight and scrutiny over the service provided by the Firearms Centre.

A Steering Group will be established by the Chief Constables which will be accountable for the discharge of firearms training to the Joint Committee.

The Chief Officer Lead of the Steering Group will be rotated around the 3 forces on an annual basis. The membership of the Steering Group will also consist of Heads of Operations from each force, Heads of Training from each force, a Police Authority or PCC nominated member from each force if invited, a representative of the PFI contractor, a financial lead and the Tri-Force or individual force CFI's.

This group will sit quarterly to review: budget control; performance in relation to the amount and type of firearms training delivered, review individual force firearms training needs.

A Working Group will sit below the Steering Group. The group will on a monthly basis and will consist of the CFI (individual or Tri-Force), Instructional Staff representative, Members of Training and Operations as required from each user force, PFI contractor representative, HR and Finance.

This group will review day to day running of the facility. The CFI (individual or Tri-Force) will be empowered to resolve issues raised and will be responsible for informing the Steering Group. If an issue cannot be resolved it will be elevated to the Steering Group lead. The Chief Officer will make a decision on resolution depending on urgency.

A training performance report will be made available to each Police Force on a monthly basis and this will be a standing agenda item for each group.

There will be regular focus groups with officers and staffs that use the range to ensure that needs are addressed. In addition an electronic training survey will be introduced to ensure that training is relevant and evaluated. These will be available to HR and training for review and comment.

APPENDIX C

OFFICER AND STAFF DEPLOYMENT

1. INTRODUCTION

The employment plans for police officers and police staff are determined by the Black Rock Quarry Firearms Training Working Practices and Staffing Group.

2. RECRUITMENT AND EMPLOYMENT

Officers and staff will be recruited and appointed from all three forces. The process to recruit and the future replacement of these staff will be determined by the Black Rock Quarry Firearms Training Working Practices and Staffing Group.

Staff will continue to be employed by their home force.

3. PERFORMANCE MANAGEMENT AND DISCIPLINE

The day to day management of staff performance and discipline at the Black Rock Firearms Training Centre shall be the responsibility of the CFI and deputy CFIs. If underperformance of staff required further action other than management action the member of staff will be dealt with by the home force.

4. HEALTH AND SAFETY AND WELFARE

The Chief Officer of the Steering Group shall be responsible for ensuring that all appropriate risk assessments have been prepared are current and complied with during the delivery of firearms training. The CFI shall be responsible for the daily management of risk in relation to firearms training delivered or managed from the Black Rock Firearms Training Centre.

All instances of long term sickness shall be managed by the officers/staffs home force. Police officers and members of police staff suffering from long term sickness shall be returned to their home force for appropriate treatment and monitoring.