

**MEMORANDUM OF UNDERSTANDING BETWEEN WEST YORKSHIRE POLICE
AND THE OTHER COLLABORATING FORCES UNDER THE S22A AGREEMENT
FOR THE NATIONAL POLICE AIR SERVICE**

1. BACKGROUND

- 1.1 The National Police Air Service ('NPAS') is a national collaboration (under Section 22a of the Police Act 1996) with the terms of the collaboration being recorded in an agreement with an effective date of 1st October 2012 ("the Collaboration Agreement"). West Yorkshire Police as the lead force and the Chief Constable of West Yorkshire is responsible for the operational delivery of NPAS and the Police and Crime Commissioner for West Yorkshire is the legal entity for NPAS for the purposes of governance including contractual arrangements, ownership and management of assets and property, audit, assurance and public accountability.
- 1.2 All the forces in England and Wales are part of NPAS and this memorandum of understanding ("MoU") covers the working relationship between West Yorkshire Police finance team ("WYP Finance") and the other collaborating forces ("the Collaborating Forces") in regard to NPAS' finances.
- 1.3 This MoU does not supersede or vary the legal duties and requirements covered in the s22 agreement but clarifies the responsibilities of the Collaborating Forces in ensuring that NPAS' finances are well managed.

2. PURPOSE OF THE MoU

- 2.1 The annual budget is approved by the NPAS National Strategic Board ("the National Board") and it is WYP Finance that then monitor and report on the finances to the National Board throughout the year. The purpose of this MoU is to assist with this and ensure that the Collaborating Forces submit invoices in a timely manner.
- 2.2 It is the intention of NPAS that if a Collaborating Force incurs expense in relation to NPAS, these will be reimbursed to the relevant force in a fair and equitable manner.
- 2.3 This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. The Parties enter into the MoU intending to honour all their obligations.

3. RESPONSIBILITIES OF THE COLLABORATING FORCES

- 3.1 The Collaborating Force will provide to WYP Finance each month within 30 days of relevant month end, an invoice for any expenses incurred that relate to NPAS and for which the relevant Collaborating Force requires reimbursement from NPAS.
- 3.2 Payment of the invoices will be made within 30 days after receipt of the required supporting information requested by WYP Finance.
- 3.3 In order for any payment to be released , WYP Finance will require the Collaborating Force to provide a breakdown in the expenditure so that it can be accurately recorded where the expenses have been incurred. This includes, but not limited to, a breakdown in

the costs for any airbase that the Collaborating Force is responsible for and any further information WYP Finance reasonably requests.

- 3.4 The Collaborating Forces will take all reasonable care and act in good faith in providing WYP Finance with any estimates, particularly at year end, and will inform WYP Finance as soon as they become aware of any changes to any such estimates.
- 3.5 WYP Finance reserves the right to refuse to reimburse any expenditure if any of the following occur:
 - 3.5.1 WYP Finance has reasonably requested information/documentation and this has not been received by WYP Finance in the timescales reasonably required;
 - 3.5.2 The expenditure was not approved in advance or is not expenditure eligible under the Collaboration Agreement;
 - 3.5.3 the Collaborating Forces fail to submit invoices in a timely manner and, in particular, where expenditure for a previous financial year is not invoiced until the next financial year; or
 - 3.5.4 the Collaborating Forces fail to inform WYP Finance of a material change in any year end estimates prior to the end of that financial year.
- 3.6 The Collaborating Forces shall promptly notify and repay immediately to WYP Finance any money incorrectly paid to it either as a result of an administrative error or otherwise.

4. COMMENCEMENT AND PERIOD OF OPERATION

- 4.1 This MoU will commence on 1st September 2019 and will continue in place until such time as West Yorkshire Police is no longer lead force to NPAS.
- 4.2 The provisions of this MoU will be reviewed annually and whenever substantial changes occur to the policies, external relationships and structures of NPAS. Any changes to this MoU will only be effective if set out in writing and signed by all of the Parties.
- 4.3 Any dispute in respect of the application of the provisions set out in this MoU will be resolved by the Chief Finance Officers of the relevant forces subject always to the residual availability of the dispute resolution provisions set out in Appendix 6 of the Collaboration Agreement.

EXECUTION:

This MoU may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.

As Witness the hands of the duly authorised representatives of West Yorkshire Police and the Collaborating Parties.

Signed by)
duly authorised to sign for and behalf of)
THE CHIEF CONSTABLE OF)
KENT POLICE)
in the presence of:

Witness Signature:
Name:
Address:
Occupation:

Signed by)
duly authorised to sign for and behalf of)
POLICE AND CRIME COMMISSIONER)
FOR KENT)
in the presence of:

Witness Signature:
Name:
Address:
Occupation:

Signed by)
~~duly authorised to sign for and behalf of~~)
THE CHIEF CONSTABLE OF)
LANCASHIRE CONSTABULARY)
in the presence of:



Witness Signature: *Zoe Mailey*
Name: ZOE MAILEY
Address: C10 LANCS CONSTABULARY HQ. PRASTJ
Occupation: POLICE OFFICER

Signed by)
~~duly authorised to sign for and behalf of~~)
POLICE AND CRIME COMMISSIONER)
FOR LANCASHIRE)
in the presence of:



Witness Signature: *I Dickinson*
Name: IAN DICKINSON
Address: OPCC
Occupation: GOVERNANCE & POLICING LEAD