

# Nottinghamshire Police and Crime Commissioner

## Notice of Decision



Nottinghamshire

**POLICE & CRIME COMMISSIONER**

|                                    |  |
|------------------------------------|--|
| <b>Author:</b>                     | T Ch Supt Ian Howick                     |
| <b>Telephone number:</b>           | 8002200                                  |
| <b>E-mail address:</b>             | ian.howick@nottinghamshire.pnn.police.uk |
| <b>For Decision or Information</b> | Decision                                 |
| <b>Date received*:</b>             | 27 <sup>th</sup> November 2013           |
| <b>Ref*:</b>                       | 2013.32                                  |

\*to be inserted by Office of PCC

**TITLE: Section 22 Agreement – Regional Crash Investigation Team**
**EXECUTIVE SUMMARY:**

In 2011, Nottinghamshire, Derbyshire and Leicestershire police forces agreed to enter into a collaboration around their crash investigation teams.

Since mid 2012 the three teams have been managed by a single Chief Inspector and Detective Inspector on a trial basis.

All three forces consider that this trial has been successful and it is therefore intended to formalise the collaboration through the introduction of a Collaboration Agreement under Section 22A of the Police Act 1996 as amended by the Police Reform and Social Responsibility Act 2011.

**INFORMATION IN SUPPORT OF DECISION:** (e.g report or business case)

East Midlands Serious Collision Investigation Unit (EMSCIU) Business Case.

**Is any of the supporting information classified as non public or confidential information\*\*?**

|     |   |    |  |
|-----|---|----|--|
| Yes | X | No |  |
|-----|---|----|--|

If yes, please state under which category number from the guidance\*\*:

|         |
|---------|
| 1 and 2 |
|---------|

**DECISION:**

For the Nottinghamshire Police and Crime Commissioner to approve the section 22 agreement for the regional crash investigation team.

**DECLARATION:**

I confirm that I do not have any disclosable pecuniary interests in this decision and I take the decision in compliance with the Code of Conduct for the Nottinghamshire Office of the Police and Crime Commissioner. Any interests are indicated below:

The above request has my approval.

Signature:

**Nottinghamshire Police and Crime Commissioner**

Date:

6/12/13

**OFFICER APPROVAL**

I have been consulted about the proposal and confirm that the appropriate advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner.

Signature:

**Chief Executive**

*Ken Dennis*

Date:

4<sup>th</sup> December 2013

\*\* See guidance on non public information and confidential information.



## **COLLABORATION AGREEMENT**

THIS COLLABORATION AGREEMENT sets out the relationship between the Parties named below and it is entered into on the .....day of .....2013

---

**EMOps-SCIU**

---

(1) THE CHIEF CONSTABLE OF DERBYSHIRE CONSTABULARY

-AND-

(2) THE CHIEF CONSTABLE OF LEICESTERSHIRE POLICE

-AND-

(3) THE CHIEF CONSTABLE OF NOTTINGHAMSHIRE POLICE

-AND-

(4) THE POLICE AND CRIME COMMISSIONER FOR DERBYSHIRE

-AND-

(5) THE POLICE AND CRIME COMMISSIONER FOR LEICESTERSHIRE

-AND-

(6) THE POLICE AND CRIME COMMISSIONER FOR NOTTINGHAMSHIRE

WARNING: THIS IS AN UNREDACTED VERSION OF THE COLLABORATION AGREEMENT AND SHOULD NOT BE PUBLISHED ON THE GROUNDS THAT IT COULD UNDERMINE OPERATIONAL TACTICS. IN ORDER TO COMPLY WITH THE PUBLICATION REQUIREMENTS UNDER SECTION 23E OF THE POLICE ACT 1996 THE POLICE AND CRIME COMMISSIONERS AND CHIEF CONSTABLES WILL AS AN ALTERNATIVE TO PUBLICATION OF THE ENTIRE AGREEMENT NEED TO AGREE THAT THEY WILL PUBLISH THE FACT THAT AN AGREEMENT HAS BEEN MADE AND SUCH OTHER DETAILS ABOUT IT AS THEY THINK APPROPRIATE



## **CONTENTS**

### **Headings**

### **Clause Numbers**

|   |    |
|---|----|
| • Introduction and Legal Context                                    | 1  |
| • Definitions and Interpretations                                   | 2  |
| • Governance and Accountability                                     | 3  |
| • The Specialist Operations Board                                   | 4  |
| • Regional Lead and Unit Head of EMOps-SCIU's Responsibilities      | 5  |
| • Accountability  | 6  |
| • Financial Contribution  | 7  |
| • Audit and Inspection  | 8  |
| • Human Resources Principles  | 9  |
| • Chief Officers' Direction and Control                             | 10 |
| • Confidentiality   | 11 |
| • Common Policy & Standard Operating Procedures                     | 12 |
| • Publicity   | 13 |
| • Facilities, Equipment, Premises and Fleet                         | 14 |
| • Insurance   | 15 |
| • Liabilities   | 16 |
| • Support and Provision of Additional Services for EMOps-SCIU       | 17 |
| • Information Management  | 18 |
| • Notices   | 19 |
| • Review and Variation of Agreement                                 | 20 |
| • Withdrawal and Termination  | 21 |
| • Consequences of Termination                                       | 22 |
| • Assets and Liabilities  |    |
| • Police Officers and Staff   |    |
| • Operational Considerations  |    |
| • Public Interest Disclosure  | 23 |
| • Disputes and Arbitration  | 24 |
| • Assignment  | 25 |
| • Illegal/Unenforceable Provisions                                  | 26 |
| • Waiver of Rights  | 27 |
| • Entire Agreement  | 28 |
| • Formalities   | 29 |
| • Third Parties and Successors (Police and Crime Commissioners)     | 30 |
| • Further Assurances  | 31 |
| • Governing Law   | 32 |
| • Intellectual Property and Know How                                | 33 |
| • Signatories   |    |
| • Schedule One - Aims and Responsibilities of unit                  |    |
| • Schedule Two - Funding and Resource Principles                    |    |
| • Schedule Three - Resource Contribution Requirements               |    |
| • Schedule Four - Common Policies and Standard Operating Procedures |    |
| • Schedule Five - Information Management                            |    |
| • Schedule Six - Lead Parties                                       |    |
| • Schedule Seven - Addresses for Service                            |    |



## EMOps-SCIU Agreement 2013

### 1. Introduction and Legal Context

- 1.1. The Chief Constables and The Police and Crime Commissioners signatory to this Agreement wish to enter into a Collaboration Agreement pursuant to section 22A of the Police Act 1996 as amended by the Police Reform and Social Responsibility Act 2011 ("the PRSRA") containing provision relating to:
  - 1.1.1 The discharge of functions of members of a Police Force ("Force collaboration provision"); and
  - 1.1.2 The support by a policing body for another policing body ("policing body collaboration provision");
  - 1.1.3 The support by a Policing Body for the Police Force which another Policing Body is responsible for maintaining ("Policing Body & Force collaboration provision")
- 1.2 The Parties consider that the creation of East Midlands Operations – Serious Collision Investigation ("EMOps-SCIU") would be in the interests of the efficiency and/or effectiveness of one or more Policing Bodies or Police Forces and therefore the Parties hereby agree to exercise their collaboration functions so as to give effect to this Agreement;
  - 1.2.1 The Police and Crime Commissioners agree that they will jointly provide the financial resources and support to EMOps-SCIU including, but not limited to premises, equipment, staff, services and facilities in accordance with the terms and conditions of this Agreement.
  - 1.2.2 The Chief Constables agree that they should collaborate in forming EMOps-SCIU.
- 1.3 The aims of EMOps-SCIU (more particularly described in **Schedule 1** ) will be:
  - 1.3.1 to provide a three force collaborative unit dealing with Road Death Investigation;
  - 1.3.2 to provide an efficient, consistent and common operating method and working practice in fatal collisions, responding to a national investigation standard under the Road Death Investigation Manual; and
  - 1.3.3 to continue to seek opportunities to improve the efficiency and effectiveness of the Forces in respect of service delivery and operational resilience in respect of Road Death Investigation; and
  - 1.3.4 anything which could be considered incidental or ancillary to any of the aforementioned aims.
- 1.4 This Agreement will take effect from the Effective Date and will continue in force for five years or until terminated in accordance with Clause 21.

### 2. Definitions and Interpretations

- 2.1 In this Agreement except where a different interpretation is clear from, or necessary in the context, the following terms shall have the following meanings:-

|                    |  |
|--------------------|--|
| "Agreement"        | means this document, including its Clauses and Schedules, as amended from time to time in accordance with Clause 20; |
| "Chief Constables" | means the Chief Constables who are Parties to this Agreement;  |





## EMOps-SCIU Agreement 2013

|                                     |   |
|-------------------------------------|---|
| "DCC"                               | means Deputy Chief Constable;   |
| "Effective Date"                    | means the date of this Agreement;   |
| "EMOps-SCIU"                        | means East Midlands Operations – Serious Collision Investigation Unit;  |
| "Financial Contribution"            | means any cash contribution (to be) made by a Party to this Agreement;  |
| "Force"                             | means a police force party to this Agreement;   |
| "Funding Principles"                | means the principles as set out in <b>Schedule 2</b> ;  |
| "Information Management"            | means the practices and procedures referred to at clause 18.3 of the Agreement and to be set out in <b>Schedule 5</b> ;   |
| "Intellectual Property"             | means any patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;             |
| "Know-how"                          | means any unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, tests and trials, processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain; |
| "Lead Party"                        | means a Chief Constable or Police and Crime Commissioner providing or co-ordinating support or additional services of a kind specified in accordance with <b>Schedule 6</b> of this Agreement;  |
| "Location"                          | means the location(s) from which EMOps-SCIU will be carried out;  |
| "Party/Parties"                     | means the Parties to this Agreement and shall include the Chief Constables and Police and Crime Commissioners signatory to this Agreement or any successor body;  |
| "PCC/Police and Crime Commissioner" | means the Police and Crime Commissioners who are Parties to this Agreement and any successor bodies;  |
| "Region' or 'East Midlands"         | means the East Midlands ACPO Region comprising the geographical areas of Derbyshire Constabulary, Leicestershire Police, Lincolnshire Police, Northamptonshire Police and Nottinghamshire Police;   |
| "Regional DCC"                      | means the Deputy Chief Constable appointed to act as a Regional Deputy Chief Constable on behalf of the Parties.  |



## EMOps-SCIU Agreement 2013

|                                      |   |
|--------------------------------------|---|
| Regional Lead of EMOps-SCIU"         | means the individual appointed from time to time by the Specialist Operations Board as the Regional Lead of EMOps-SCIU. For the avoidance of doubt this role is not to be funded by this collaboration.   |
| "Resource Contribution"              | means the staff/officers to be provided by each Party in accordance with <b>Schedules 2 and 3</b>   |
| "Responsibilities and Aims"          | means the Responsibilities and Aims of EMOps-SCIU as identified by the Parties and as set out at clause 1.3 above and more particularly in <b>Schedule 1</b> .  |
| "Shared Command Team"                | means the team of police officers and staff employed to undertake the officer and staff roles within EMOps-SCIU which are specified to be SCT roles in Schedule 3 (and which may be amended from time to time subject to the written Agreement of the Parties). |
| "Specialist Operations Board/"Board" | means the existing regional collaborative board which operates in accordance with existing terms of reference and which will provide the management and direction of EMOps-SCIU;  |
| "Unit Head of EMOps-SCIU"            | means the individual appointed from time to time by the Specialist Operations Board as the Unit Head of EMOps-SCIU;   |

### 2.2 In this Agreement unless the context requires otherwise:

- 2.2.1 words importing the singular shall include the plural and vice versa;
- 2.2.2 words importing any particular gender shall include all other genders;
- 2.2.3 references to persons shall include bodies of persons whether corporate or incorporate;
- 2.2.4 words importing the whole shall be treated as including a reference to any part of the whole;
- 2.2.5 any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it;
- 2.2.6 references in this Agreement to any Clauses and Schedules are to the Clauses and Schedules to this Agreement except where otherwise expressly stated; and
- 2.2.7 headings are used in this Agreement for the convenience of the Parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses or Schedules to which they relate.



3. Governance and Accountability

- 3.1 The Police and Crime Commissioners are responsible for securing the maintenance of the police force for their respective area and ensuring that the police force is efficient and effective.
- 3.2 The Police and Crime Commissioners will, for the purposes of Clause 3.1, be responsible for:
  - 3.2.1 the governance of EMOps-SCIU;
  - 3.2.2 Holding the relevant Chief Constable to account for the discharge of functions by anyone who;
    - 3.2.2.1 is acting under the terms of this Agreement; and
    - 3.2.2.2 while so acting is under the direction and control of that Chief Constable.
  - 3.2.3 monitoring from a governance perspective the effectiveness and efficiency of EMOps-SCIU and considering ways in which the functions of EMOps-SCIU could be exercised to improve the effectiveness and efficiency of the Forces;
  - 3.2.4 approving annual estimates of income and expenditure or any request for a change to the allocation of any funding required by EMOps-SCIU including approving the use of, and contribution to any financial reserves held by EMOps-SCIU or authorising the carrying forward of any under spend at each year end;
  - 3.2.5 approving the purchase or lease of any facilities, equipment or premises in accordance with Force financial regulations and contract standing orders.
  - 3.2.6 resolving any disputes which may arise in accordance with Clause 24 (Disputes and Arbitration); and
  - 3.2.7 approving any proposals for any significant alteration to the staffing of EMOps-SCIU;
  - 3.2.8 reviewing this Agreement for the purpose of maintaining a legal framework in which EMOps-SCIU can operate in an efficient and effective manner.
  - 3.2.9 requesting, by written notice to the Parties, the periodic review of this Collaboration at such frequency as they determine necessary.
- 3.3 EMOps-SCIU will also be accountable to the Chief Constables' on matters within this Agreement that relate to the discharge of functions of members of the Forces.
- 3.4 The Chief Constables' will for the purposes of Clause 3.3 be responsible for:
  - 3.4.1 the determination of the strategic operational direction and functions of EMOps-SCIU;
  - 3.4.2 monitoring the effectiveness and efficiency of EMOps-SCIU from an operational perspective and considering ways in which the functions of EMOps-SCIU could be exercised to improve the effectiveness and efficiency of the Forces;
  - 3.4.3 resolving any disputes which may arise from an operational perspective in accordance with Clause 24 (Disputes and Arbitration); and



## EMOps-SCIU Agreement 2013

- 3.4.4 reviewing this Agreement for the purpose of maintaining a legal framework in which EMOps-SCIU can operate in an efficient and effective manner from a direction and control perspective;
- 3.4.5 carrying out any review of this Agreement in accordance with clause 20;
- 3.4.6 approving any proposals for any significant alteration to the staffing of EMOps-SCIU in accordance with **Schedule 3**.
- 3.4.7 the governance and oversight of officers operating within EMOps-SCIU.
- 3.5 For the purpose of Clause 3.4 the Chief Constables may delegate collectively or individually their responsibilities to one or more persons as they may determine in their sole discretion from time to time.
- 3.6 The EMOps-SCIU Regional Lead will report to the Specialist Operations Board ("The Board")

### 4. The Specialist Operations Board

- 4.1 The Board will:
  - 4.1.1 provide oversight of EMOps-SCIU's operational performance, partnership arrangements, finance and human resources;
  - 4.1.2 ensure EMOps-SCIU's compliance with legal requirements and national standards;
  - 4.1.3 monitor the ethical standards within EMOps-SCIU;
  - 4.1.4 support the continued development of the long standing and effective collaboration across the Forces by ensuring EMOps-SCIU's proper function and integration with other collaborative work streams;
  - 4.1.5 propose and monitor the annual aims and objectives of EMOps-SCIU;
  - 4.1.6 approve policies for EMOps-SCIU;
  - 4.1.7 subject to clause 9 of this Agreement, determine conditions of service and HR principles for EMOps-SCIU staff;
  - 4.1.8 provide an EMOps-SCIU report annually or at such other frequency as may be determined by the Police and Crime Commissioners and Chief Constables.
  - 4.1.9 oversee the appointment of a Regional Lead and Unit Head of EMOps-SCIU
  - 4.1.10 determine, in consultation with the Parties, the employing Police and Crime Commissioner for any new employees recruited to work within the Shared Command Team of EMOps-SCIU.

### 5. Regional Lead and Unit Head of EMOps-SCIU's Responsibilities

- 5.1 Subject to the responsibilities of the Police and Crime Commissioners and Board, the Regional Lead with support from the Unit Head of EMOps-SCIU shall be responsible for:
  - 5.1.1 the organisation, direction and management of EMOps-SCIU and leadership of the Police officers and staff within EMOps-SCIU;





## EMOps-SCIU Agreement 2013

- 5.1.2 the formulation, (in consultation with the Board where necessary), of policy, procedure and guidance for EMOps-SCIU;
- 5.1.3 liaison with police forces, government departments, other law enforcement agencies and multi-agency groups;
- 5.1.4 the appointment, assignment, grading, appraisal, training and assessment of police officers and staff, within the framework set by the Board and approved by the Police and Crime Commissioners;
- 5.1.5 the determination (in consultation with the Board) of EMOps-SCIU's operational and management activities, and its other activities;
- 5.1.6 preparing annual estimates of income and expenditure for consideration and approval by the Police and Crime Commissioners, and the controlling and monitoring of expenditure against budget and resources and reporting to the Police and Crime Commissioners any over or under spend and the reasons for such;
- 5.1.7 maintaining discipline within the rules, procedures, and regulations provided for police officers and staff.

### 6. Accountability

- 6.1 The Unit Head of EMOps-SCIU will be responsible for the preparation and submission of the following reports at such frequency as may be determined by the Police and Crime Commissioners and Chief Constables;
  - 6.1.1 EMOps-SCIU's performance by reference to the baseline performance data
  - 6.1.2 any key performance indicators or targets set by the Police and Crime Commissioners, a Funding Body, or the Board,
  - 6.1.3 any document or report required by the Chief Constables, The Police and Crime Commissioners or Board.

### 7. Financial Contribution

- 7.1 The Parties agree that funding for EMOps-SCIU will be provided in accordance with the Funding Principles identified by the Parties and set out at Schedule 2 and will consist of both Financial Contributions and Resource Contributions.
- 7.2 Each Party will pay its Financial Contribution into the EMOps-SCIU budget in accordance and within thirty days of the Police and Crime Commissioners determining the Financial Contributions or agreeing an amendment thereto.
- 7.3 Where any reimbursement of costs and expenses incurred by a Party is claimed, each invoice in respect of such costs and expenses must be accompanied by a statement certified by an authorised officer of that Party.
- 7.4 Unless any VAT exemption applies, all amounts are exclusive of VAT (or any similar tax) which any Party making a Financial Contribution will pay at the rate from time to time prescribed by law.
- 7.5 Any facilities, equipment or other assets purchased or obtained by a purchasing party on behalf of, or for the benefit of EMOps-SCIU, will be held by the purchasing Party on trust for the exclusive benefit of EMOps-SCIU.



## EMOps-SCIU Agreement 2013

- 7.6 The financial arrangements for EMOps-SCIU will be overseen by the Chief Finance Officer for one party on behalf of all Parties, (such party to be determined by the Parties) with scrutiny by the Police and Crime Commissioners, the Board and the Parties' Chief Finance Officers. The Unit Head of EMOps-SCIU will ensure that any document or report requested in order to facilitate oversight or scrutiny in accordance with this Clause 7.6 is prepared.
- 7.7 No carry forward of under spends or creation of financial reserves will be allowed without the specific authorisation of the Police and Crime Commissioners in accordance with clause 3.2.4. In the absence of such authorisation any under spend evident at each financial year end will be redistributed to the Parties in accordance with the apportionment ratio's set out in the Funding Principles.
- 7.8 The Unit Head of EMOps-SCIU will prepare and submit to the Specialist Operations Board at such frequency as may be determined by the Police and Crime Commissioners and Chief Constables a report of all income and expenditure in connection with EMOps-SCIU where such income and/or expenditure has been incurred on behalf of EMOps-SCIU and not retained in Force.
- 7.9 Following each financial year end, the Chief Finance Officer for the Lead Party (Finance) will provide to each other Party, as soon as is reasonably possible, a set of accounts compliant with recommended practice to include;
- 7.9.1 a comprehensive income and expenditure statement based upon each Party's share of such income and expenditure in accordance with the Funding Principles for consolidation into each Party's own accounts; and
- 7.9.2 a balance sheet extract based on the capital expenditure incurred by the relevant Lead Parties for and on behalf of EMOps-SCIU detailing each Party's share of assets and liabilities in accordance with the Funding Principles for consolidation into each Party's own accounts.
- 7.10 The Chief Finance Officer for the Lead Party (Finance) and the Unit Head of EMOps-SCIU will allow a CIPFA qualified independent chartered accountant appointed by any Party, at that Party's expense, to examine the accounts and records of EMOps-SCIU provided:
- 7.10.1 at least 14 days written notice is given in advance to the Unit Head of EMOps-SCIU;
- 7.10.2 the inspection or examination takes place during the Unit Head of EMOps-SCIU's normal working hours;
- 7.10.3 the inspecting Party and the accountant will keep confidential any information that it may acquire in the exercise of its rights under this Clause 7.10.

## 8. Audit and Inspection

- 8.1 The income and expenditure of EMOps-SCIU will be subject to both internal and external audit in accordance with clause 7 above.
- 8.2 Internal audits and inspections and arrangements necessary to accommodate external auditing and inspection, e.g. by HMIC will be arranged by the Lead Party (Audits).

## 9. Human Resources Principles

- 9.1 In respect of police staff undertaking roles within EMOps-SCIU which are not roles within the Shared Command Team, the following clauses will apply;
- 9.1.1 For the duration of their posting to EMOps-SCIU, the continuity of service of any police staff will be protected. The employing PCC will be responsible for their pay.



## EMOps-SCIU Agreement 2013

welfare, pensions, terms and conditions and all other respective employment and service matters.

- 9.1.2 In the event of any of EMOps-SCIU police staff delivering unsatisfactory performance and/or attendance and/or conduct then the Chief Constable of the home force undertakes to deal with this issue by use of their police unsatisfactory performance/ absence management policy.
- 9.1.3 Annual appraisals of staff will be carried out by the appropriate line management utilising appraisal processes and systems approved by the relevant home Force or employing PCC.
- 9.2 As agreed by the Chief Constable Parties in accordance with **Schedule 3** all officer roles within EMOps-SCIU will be filled by officers provided by each participating Force as determined by **Schedule 3**. Such officers will remain sworn constables of their home Force regardless of their place of work and under the direction and control of the relevant Chief Constable as stated at clause 10.2.
- 9.3 Police Officer vacancies in the Shared Command Team of EMOps-SCIU will be broadcast using the intranets of the Parties or whatever publishing medium is thought most suitable by the Parties to bring the vacancies to the attention of the widest appropriate audience.
- 9.4 In respect of police officers undertaking roles within EMOps-SCIU, the following clauses will apply;
  - 9.4.1 For the duration of their posting to EMOps-SCIU, the continuity of service of any police officer member will be protected. The home Force will be responsible for their pay, welfare, pensions, terms and conditions and all other respective employment and service matters.
  - 9.4.2 In the event of any of EMOps-SCIU's police officers delivering unsatisfactory performance and/or attendance and/or conduct then the Chief Constable of the officer's home Force will remain responsible for any formal action under the applicable police regulations.
  - 9.4.3 Annual appraisals of officers will be carried out by the appropriate line management utilising appraisal processes and systems approved by the relevant home Force.

### *General*

- 9.5 The Parties will comply with all statutory and common law provision in relation to employment of police staff and secondment of police officers. In relation to all matters described in this Agreement, the Parties shall co-operate with the other or others and take all reasonable steps to mitigate any costs and/or expenses and/or any adverse effect on industrial or employee relations.

### 10. Chief Officers' direction and control

- 10.1 The Chief Constables shall retain direction and control for their respective officers and staff who are deployed on duties, functions or support services on behalf of EMOps-SCIU but are not within the Shared Command Team of EMOps-SCIU.
- 10.2 All officers and staff who are deployed on duties, functions or support services on behalf of EMOps-SCIU will act in accordance with the lawful instruction of the Unit Head of EMOps-SCIU or officers or staff acting under his or her instruction.



## EMOps-SCIU Agreement 2013

- 10.3 For the avoidance of doubt, this clause 10 may be amended following review by the Parties in accordance with clause 20.

### 11. Confidentiality

- 11.1 Each Party shall, save for the purposes of criminal investigation or prosecution:

- 11.1.1 treat as confidential all Information coming into its possession as a result of this Agreement;
- 11.1.2 take all necessary and reasonable steps to ensure that all such information is treated as confidential by its officers, employees, servants and agents; and
- 11.1.3 not duplicate or impart to a third Party any such information, or documents relating to and including this Agreement without the express or implied prior written consent of all the Parties.

- 11.2 For the avoidance of doubt nothing in this clause is intended to restrict the Police and Crime Commissioners statutory obligations under the Elected Local Policing Bodies (Specified Information) Order 2011 or any other legislation.

### 12. Common Policy and Standard Operating Procedures

- 12.1 Where Parties have agreed to adopt common policies and standard operating procedures these are set out at **Schedule 4** of this Agreement.
- 12.2 The Parties agree that where common policies and standard operating procedures are not in existence at the time of entering into this Agreement, they will explore any opportunities to develop and adopt policies and standard operating procedures in respect of working practices in EMOps-SCIU.
- 12.3 In the absence of an agreed common policy or procedure, where assistance is provided by a Lead Party that Lead Party will comply with their own policies and procedures unless it is necessary to use the policy and/or procedure of the Home Force of any officer or staff member (e.g. for employment or discipline purposes).

### 13. Publicity

- 13.1 The Parties shall not take steps to publicise the existence of this Agreement or any operation or investigation undertaken pursuant to any authorisation without the express or implicit consent of each of the Parties.
- 13.2 No Party shall issue any press release or other public document, or make any public statement, containing or otherwise disclose to any person who is not a party, information which relates to or is connected with or arises out of this Agreement or the matters contained in it, without the express or implied approval of the other Parties. The Parties shall use reasonable endeavours to consult together upon the form of any such press release, document, or statement as and when such releases are required.

### 14. Facilities, Equipment and Premises and Fleet

- 14.1 For the purpose of allowing for the accurate assessment of the operational capacity of EMOps-SCIU, the Parties will provide to the Unit Head of EMOps-SCIU at the commencement of this Agreement, a list of any assets (to include facilities, fleet, equipment and premises) to be provided by each Party. The lists from each Party will together form an asset schedule which will be retained by the Unit Head of EMOps-SCIU and will record the ownership and physical location of each asset during the term of this agreement to allow for physical verification and proof of ownership as and when necessary for the purposes of





## EMOps-SCIU Agreement 2013

internal and/or external audit of the Parties or for insurance purposes. The Unit Head of EMOps-SCIU will be responsible for the ongoing maintenance of the asset schedule.

- 14.2 Unless otherwise agreed by the Parties, each Party will ensure that for the duration of this Agreement it will continue to provide, maintain and repair the assets listed under clause 14.1, including a replacement when the asset comes to the end of its agreed lifecycle.
- 14.3 Unless otherwise agreed in writing by the Parties, any assets provided under clause 14.1 above, or during the term of this Agreement will be provided at no cost to EMOps-SCIU and the Parties agree that they will not deduct the cost of any provision, maintenance, repair or replacement of the assets from their Financial Contribution to EMOps-SCIU.
- 14.4 Legal Title to any assets provided or donated under clause 14.1 above, or during the term of this Agreement, for the use of the EMOps-SCIU shall remain vested in the Party who owns the asset immediately prior to its donation and any liabilities incurred in connection with such assets will not be incurred for or on behalf of EMOps-SCIU and will therefore remain the sole responsibility of the donating Police and Crime Commissioner unless it would be just and equitable for the parties to agree otherwise in accordance with clause 16.3.

### 15. Insurance

- 15.1 The Parties agree that there is a need for an adequate level of joint insurance for the Shared Command Team of EMOps-SCIU, the Lead Authority (Provision of Insurance) will obtain, arrange or co-ordinate an adequate level of joint insurance for EMOps-SCIU including but not limited to employer's liability, public liability, and professional negligence insurance cover to cover any losses, claims, damages, costs, charges, expenses, liabilities, or demands incurred or brought as a result of the actions or operations of any Party, their officers or staff acting in the performance or purported performance of duties and arising out of their participation in EMOps-SCIU as a consequence of this Agreement.
- 15.2 The Parties agree that they will adhere to the terms and conditions of any joint insurance policy obtained in accordance with clause 15.1. The cost of the insurance policies obtained pursuant to clause 15.1 shall be borne by the Parties in accordance with the apportionment ratios set out in the Funding Principles.
- 15.3 In maintaining an adequate level of joint insurance cover for policies obtained under clause 15.1 the Lead Authority (Provision of Insurance) will ensure that the Parties total aggregate uninsured liability shall be limited to £100,000.00 or such other figure as the Parties may agree in writing for any one event or series of connected events and such uninsured liability shall be borne by the Parties in accordance with the apportionment ratios set out in the Funding Principles.
- 15.4 The Parties shall ensure that appropriate insurance cover is in place:
  - 15.4.1 in respect of their own officers and staff that are not part of the Shared Command Team of EMOps-SCIU and;
  - 15.4.2 where the Parties have supplied assets (to include facilities, fleet, equipment and premises) in accordance with clause 14.1
- 15.5 The Parties will ensure that appropriate insurance cover is in place to allow for the use of their assets by officers and staff of EMOps-SCIU and will provide copies of the relevant insurance certificates to the Lead Authority (Provision of Insurance). The Lead Authority (Provision of Insurance) will not be responsible for obtaining or arranging appropriate insurance cover on behalf of the supplying Parties but will co-ordinate with the supplying Parties a review of the relevant insurance certificates to ensure that the insurance cover



## EMOps-SCIU Agreement 2013

available is adequate for the needs of EMOps-SCIU. Any concerns about the adequacy of any policies will be referred to The Board by the Lead Authority (Provision of Insurance). The Board will be responsible for ensuring that any concerns that can not be rectified are brought to the attention of the Police and Crime Commissioners.

- 15.6 Any arrangement to share insurance between the Parties for assets supplied in accordance with clause 14.1 will need to be agreed in advance in writing between the Parties. In the absence of any such agreement the supplying Party will ensure adequate insurance is in place.
- 15.7 Where the Parties agree that they will be responsible for maintaining their own insurance arrangements, they agree that they will:
- 15.7.1 ensure that their total aggregate uninsured liability shall be limited to £100,000.00 for any one event or series of connected events; or
- 15.7.2. In the event that any Police and Crime Commissioner's total aggregate uninsured liability is more than £100,000.00 for any one event or series of connected events, the relevant Police and Crime Commissioner agrees that they will be solely responsible for any uninsured liability above £100,000.00 for any one event or series of connected events subject to any agreement or arrangement that may be reached under clauses 15.6 or 16.3.
- 15.8 If there is any conflict between the terms of this Agreement and the Parties individual or joint insurance policies, the Parties accept that the rights of the insurance company under the terms and conditions of the insurance policy will take precedence.

### 16. Liabilities

- 16.1 The Parties hereby acknowledge that as EMOps-SCIU is not a legal entity in its own right liability cannot therefore attach to it and any Lead Parties identified in **Schedule 6** or any employing Police and Crime Commissioner/Force may become legally responsible and accountable on behalf of EMOps-SCIU and its officers and staff.
- 16.2 In light of the above, where any loss, claim, cost or expense incurred by a Party to this Agreement is covered by the terms of a joint insurance policy obtained in accordance with clause 15.1 or 15.6, liability in respect of any excess payable under such policy and/or any unindemnified part of any claim, will be shared by the Parties in accordance with the apportionment ratios set out in the Funding Principles.
- 16.3 Where any loss, claim, cost or expense incurred by a Party to this Agreement is not covered by the terms of a joint insurance policy but is covered by an individual Police and Crime Commissioner's policy of insurance, the Parties agree that any excess payable under such policy and/or any unindemnified part of any claim, will be paid by the individual Police and Crime Commissioner named as policy holder unless;
- 16.3.1 the Parties have agreed otherwise in writing; or
- 16.3.2 a Party has incurred cost, expense or liability in connection with an asset through the act or omission of another Party in which circumstances it would be inequitable for the policy holder to remain solely responsible for such loss, expense or liability and in which circumstances the Parties agree that they will negotiate between themselves in good faith regarding the contribution to or reimbursement of any such cost, expense or liability incurred by a policy holder.
- 16.4 In the event of a Claim being made by a person not a Party to this Agreement, where such Claim is covered by the terms of a joint insurance policy the Board shall nominate a Party



## EMOps-SCIU Agreement 2013

as the Lead Party (Legal Services) to act on behalf of every Party to liaise with insurers, conduct negotiations and actions to contest or settle the liability provided that no Claims shall be settled without the consent of the other Parties and the insurance company.

- 16.5 The provisions of this Clause 16 shall remain in force notwithstanding the termination of this Agreement. Each Party must:

- 16.5.1 promptly notify the Lead Party (Legal Services) of details of any Claim;
- 16.5.2 not make any admission in relation to the Claim;
- 16.5.3 allow the Lead Party (Legal Services) to have the conduct of the defence or settlement of the Claim; and
- 16.5.4 give the Lead Party (Legal Services) all reasonable assistance (at the indemnifying Party's expense) in dealing with the Claim.

- 16.6 Nothing in this Agreement limits or excludes any Party's liability for:

- 16.6.1 death or personal injury;
- 16.6.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded;
- 16.6.3 any breach of the Funding Conditions; or
- 16.6.4 any loss or damage caused by a deliberate breach of this Agreement.

- 16.7 For the avoidance of doubt the provisions of this clause 16 relate to Claims arising as a consequence of this Agreement does not extend to any Claims received by the Parties in relation to matters beyond the scope of the EMOps-SCIU or arising in relation to a matter pre-dating the date of this Agreement.

## 17. Support and Provision of Additional Services for EMOps-SCIU

- 17.1 The Parties agree that Lead Parties may provide and/or co-ordinate support and the provision of additional services for EMOps-SCIU as identified and agreed by the Parties and as provided for in **Schedule 6**. The Parties recognise that a reference to a Lead Party is provided to aid the Parties in having a recognised point of contact in the areas of additional services that have been identified in **Schedule 6**. The Parties acknowledge that there may be occasions where a Lead Party may advise that it may be more appropriate for another Police and Crime Commissioner or Force to provide the additional services and request that they do so. In such circumstances, the Party identified by the Lead Party will consider such requests in good faith.
- 17.2 A Lead Party or supplying party under clause 17.1 may render a reasonable charge to EMOps-SCIU in respect of providing any additional services.

## 18. Information Management

- 18.1 For the Purposes of the Data Protection Act 1998, each Party remains the data controller in respect of any personal information recorded on any information systems under their control, whether electronically or in hard copy format.
- 18.2 For the purposes of the Freedom of Information Act 2000 ('FOIA'), a Party receiving, a request under FOIA (acting in consultation with the other Parties) will be responsible for handling and responding to that request and with any compliance requirements under the Act. Any FOIA requests made under this Agreement must be brought to the attention of the other Parties and where required all Parties will offer each other all reasonable assistance for the purposes of responding to any FOIA request.
- 18.3 The Parties agree to prepare a joint policy relating to Information Management and security within 3 months of the date of this Agreement. The parties thereafter agree to abide by the practices and procedures of that policy and the said policy will be inserted as a Schedule to



## EMOps-SCIU Agreement 2013

this Agreement at **Schedule 5**. Until a joint policy is agreed, the Parties agree to abide by the interim policy attached at **Schedule 5**.

### 19. Notices

- 19.1 Any notice to be given under this Agreement must be in writing, may be delivered to the other Party or Parties by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

#### Method of service

By hand or courier  
By pre-paid first class post  
By recorded delivery post  
By fax (provided the sender's fax machine confirms complete and error-free transmission of that notice to the correct fax number)  
By email (provided the recipient confirms complete and error-free transmission of that notice to the correct email address)

#### Deemed day of receipt

the day of delivery  
the second Business Day after posting  
the next Business Day after posting  
the next Business Day after sending  
or, if sent before 16.00  
on the Business Day it was sent  
the next Business Day after sending  
or, if sent before 16.00  
on the Business Day it was sent

- 19.2 The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this Clause 19, the Chief Constable of each Force and the Chief Executive of each Police and Crime Commissioner (the addresses for service are set out in **Schedule 7**).

### 20. Review and Variation of Agreement

- 20.1 The Parties may review this agreement on an annual basis, or as determined by the Police and Crime Commissioners in accordance with clause 3.2.9, and without prejudice to the power of the Secretary of State to prohibit the variation of an Agreement under s23G (4) of the Act, may make any amendments necessary by agreement in writing subject to clause 20.3 below.
- 20.2 Variation to the Agreements will be made where directed by the Secretary of State under s23G (4) of the Act.
- 20.3 A variation agreed by the Parties which amounts to a material variation will constitute the termination of this Agreement and give rise to the requirement for a new agreement. Where amendments are made, they will be subject to the need for any relevant approvals/consultations set out in s23 and s23A of the Act.
- 20.4 For the avoidance of doubt, any amendment to the Resource Contribution Requirements in **Schedule 3** will not constitute a material variation for the purposes of clause 20.3 above save where a Party unilaterally changes its contribution requirements in circumstances that are not supported by the Management Board.

### 21. Withdrawal and Termination

- 21.1 The Parties agree that this Agreement may be terminated at any time by the majority agreement of the Parties.
- 21.2 The Parties acknowledge that the nature of EMOps-SCIU is such that there is a significant inter-dependency between the obligations of the Police and Crime Commissioners and those of the Chief Constables under this Agreement. Subject to any obligations or requirements of the Police Act 1996 including but not limited to any direction of the Secretary of State the Parties agree that:





## EMOps-SCIU Agreement 2013

21.2.1 if a Chief Constable or Police and Crime Commissioner wishes to withdraw from this Agreement then their respective Chief Constable or Police and Crime Commissioner will also withdraw from this Agreement;

21.2.2 if a Chief Constable and Police and Crime Commissioner wish to withdraw from this Agreement pursuant to Clause 21.2.1 they may withdraw by giving not less than twelve month's written notice to the Board, the Chief Constables and to the Police and Crime Commissioners.

21.3 The Secretary of State may terminate the entire Agreement or the terms of this Agreement with immediate effect or at the end of a specified period.

### 22. Consequences of Termination

#### *Assets and Liabilities*

22.1 If any Party withdraws from this Agreement under Clause 21.2 then in recognition of the potential administrative and financial repercussions for the remaining Parties such Party will;

22.1.1 use its best endeavours to arrange for any assets held by them for or on behalf of EMOps-SCIU to be transferred to a Party nominated by the Board who will hold the assets for or on behalf of EMOps-SCIU;

22.1.2 waive any entitlement or claim to any assets held by any Party for and on behalf of EMOps-SCIU or transferred by them to any Party to hold for and on behalf of EMOps-SCIU;

22.1.3 shall be liable for all Financial Contributions and Resource Contributions due from it in respect of the period expiring on the 31st of March following the expiry of the said twelve month's notice; and

22.1.4 indemnify the remaining Parties against all costs, claims, losses, expenses or liabilities arising from, or as a consequence of any act, event or omission of the withdrawing Party occurring before the expiry of the notice of their withdrawal from this Agreement.

22.2 If this Agreement is terminated in accordance with Clause 21.1 and it is not replaced within three months by a new agreement between the Parties to discharge the functions of EMOps-SCIU the Police and Crime Commissioners shall cause the assets and liabilities (which shall include any costs or liabilities incurred by any Lead Party (Human Resources) in making any staff redundant) of EMOps-SCIU to be wound up and the Parties agree to use their best endeavours to co-operate and provide mutual support to the others on any matter relating to the winding up. Any surplus monies after payment of any creditors or liabilities shall be divided in accordance with any Funding Conditions and thereafter amongst the Parties in accordance with the apportionment ratios set out in the Funding Principles and in the event of any deficiency the Parties shall bear the deficiency in the same proportion.

22.3 Upon the termination of this Agreement in accordance with Clause 21.1 the Parties agree to take all steps to promptly dispose of any property, equipment, vehicles and assets held by the Lead Authority (Procurement) or Lead Authority (Strategic Estates) on behalf of EMOps-SCIU using all reasonable endeavours to obtain market value provided that each Party shall have the right exercisable within twenty eight days of termination of this Agreement to purchase any of the properties, equipment, vehicles and assets of the unit at their market value at the date of such termination.



## EMOps-SCIU Agreement 2013

- 22.4 If more than one Party exercises the right under Clause 22.3 to purchase any property and equipment etc each Party shall have the right within fourteen days after expiration of the time limit of twenty eight days set out in Clause 22.3 to deposit at a place nominated by the Police and Crime Commissioners, addressed to a person nominated by the Police and Crime Commissioners for this purpose, a sealed bid for the item for which the respective Party shall unconditionally offer to purchase such item at the price stated in the bid. The Party which deposits the bid naming the highest price shall become entitled to purchase. The completion of such purchase and payment of the purchase monies to take place within twenty eight days of notification to the successful bidder.
- 22.5 In the event that any assets are the subject of contractual arrangements with a third party not a Party to this Agreement, such as financing or operating agreements, the Lead Authority (Procurement) or Lead Authority (Strategic Estates) (whichever has entered into such contractual arrangements with the third party on behalf of EMOps-SCIU) will seek the agreement of that third party to the transfer of all rights and obligations to the purchasing Party failing which the purchasing Party shall indemnify the relevant Lead Authority for and against all costs, claims, losses, expenses or liabilities arising from or as a consequence of any act, event or omission which occurs after the date of such transfer.

### *Police Officers & Staff*

- 22.6 In the event of termination of this Agreement in accordance with Clause 21.1 and no subsequent agreement being formed for EMOps-SCIU:
- 22.6.1 Seconded police officers will return to their home Force; and
- 22.6.2 Any Police and Crime Commissioner employing police staff working for the EMOps-SCIU will be responsible for consulting with such police staff on any possible consequences that may arise pursuant to the termination of the Agreement.

### *Operational Considerations*

- 22.7 In the event of termination of this Agreement in accordance with Clause 21.1 and no subsequent agreement being formed for EMOps-SCIU:
- 22.8 responsibility for any ongoing or outstanding police operation, investigation or prosecution will transfer to the Chief Constable of the Force area where the operation, investigation or prosecution is primarily based;
- 22.9 the Chief Constables and Police and Crime Commissioners will use their best endeavours to minimise the effect on any outstanding police operation, investigation or prosecution by providing reasonable and proportionate assistance to the Chief Constable assuming responsibility.

## 23. Public Interest Disclosure

- 23.1 The Parties acknowledge and agree that for the purposes of the legal protection against victimisation and dismissal provided for individuals under the Public Interest Disclosure Act 1998 ("PIDA") who disclose information so as to expose malpractice and matters of similar concern (known as "whistleblowers"), police officers and police staff shall be entitled to report such "whistle blowing" matters back to their home force and it is their home force who shall be obliged to give such legal protection pursuant to PIDA.

## 24. Disputes and Arbitration

- 24.1 Any dispute between the Parties arising out of or in connection with this Agreement or its dissolution will in the first instance be referred to a meeting of the Chief Constables and the



## EMOps-SCIU Agreement 2013

Police and Crime Commissioners for discussion and to attempt to resolve the matter. If the dispute is not resolved at that meeting the dispute shall be referred to a single arbitrator to be agreed upon by the Parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996.

- 24.2 Nothing in Clause 24.1 above shall restrict at any time while the above dispute resolution procedure is in progress, or before it is evoked, the freedom of any Parties to commence legal proceedings to preserve a legal right or remedy pending the outcome of the dispute.

### 25. Assignment

- 25.1 Except by Statutory enactment, none of the Parties may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. That consent may not be unreasonably withheld or delayed.

### 26. Illegal/unenforceable Provisions

- 26.1 If the whole or any part of any provision of this Agreement is void or unenforceable, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force

### 27. Waiver of rights

- 27.1 If a Party fails to enforce or delays in enforcing an obligation of any other Party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

### 28. Entire Agreement

- 28.1 This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each Party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this Clause does not exclude any liability which any Party may have to any other (or any right which any Party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

### 29. Formalities

- 29.1 Each Party will take any action and execute any document reasonably requested by any other Party to give effect to any of its rights under this Agreement.
- 29.2 This Agreement may be executed in any number of counterparts, each of which, when signed shall be an original, and all the counterparts together shall constitute one and the same instrument.

### 30. Third Parties & Successors (Police and Crime Commissioner)

- 30.1 Except as otherwise provided by the Police Act 1996 or other statutory enactment, no one except a Party to this Agreement has any right to prevent the amendment of this Agreement



## EMOps-SCIU Agreement 2013

or its termination, and no one except a Party to this Agreement may enforce this Agreement.

- 30.2 Any change in the legal status of any Police and Crime Commissioner such that it ceases to be a legal entity for the purpose of this Agreement shall not affect the validity of this Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to any Police and Crime Commissioner.
- 30.3 At the time of entering into this Agreement the Police Reform and Social Responsibility Act 2011 (the "PRSRA") had received Royal Assent but not all sections of the same had yet come into force. The Parties agree that should any amendment to this Agreement be required following the coming into force of any section or schedule of the PRSRA, in order to ensure this Agreement's compliance with the same, then such amendment will be made as required and will not constitute a material variation for the purpose of clause 19.3 of this Agreement.

### 31. Further Assurances

- 31.1 Each Party undertakes at the request of the other to offer all reasonable support and assistance, which may be necessary to give effect to this Agreement or any of the provisions hereunder.

### 32. Governing Law

- 32.1 This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement.

### 33. Intellectual Property and Know How

- 33.1 In the event of termination of this Agreement and no subsequent agreement being formed all intellectual property and know how developed by the EMOps-SCIU will be vested jointly in the Police and Crime Commissioners.





# EMOps-SCIU Agreement 2013

IN WITNESS whereof the Chief Constables party to this Agreement have signed below on the date indicated:

|            |                                |
|------------|--------------------------------|
| Name:      |                                |
| Signature: |                                |
| Date:      |                                |
| Force:     | <b>Derbyshire Constabulary</b> |

|            |                              |
|------------|------------------------------|
| Name:      |                              |
| Signature: |                              |
| Date:      |                              |
| Force:     | <b>Leicestershire Police</b> |

|            |                                |
|------------|--------------------------------|
| Name:      | <i>Christopher Fyfe</i>        |
| Signature: | <i>6<sup>th</sup> Nov 2013</i> |
| Date:      |                                |
| Force:     | <b>Nottinghamshire Police</b>  |

IN WITNESS whereof the Police and Crime Commissioners party to this Agreement have signed below on the date indicated:

|                       |   |
|-----------------------|---|
| Name:                 |   |
| Signature:            |   |
| Date:                 |   |
| <b>Policing Body:</b> | <b>The Police and Crime Commissioner for Derbyshire</b> |

|                       |   |
|-----------------------|---|
| Name:                 |   |
| Signature:            |   |
| Date:                 |   |
| <b>Policing Body:</b> | <b>The Police and Crime Commissioner for Leicestershire</b> |

|                       |  |
|-----------------------|--|
| Name:                 |  |
| Signature:            |  |
| Date:                 |  |
| <b>Policing Body:</b> | <b>The Police and Crime Commissioner for Nottinghamshire</b> |



## **SCHEDULE ONE**

### **Aims and Responsibilities of EMOps-SCIU**

- 1) The investigation of all fatal road traffic collisions in accordance with the Road Death Investigation Manual (RDIM).
- 2) The investigation of other types of road death incidents outside of 1) above, as directed by HM Coroner.
- 3) The investigation of serious injury road traffic collisions where injuries are either life threatening or life changing. In this context life changing is where it is unlikely the injured party will recover sufficiently to lead an independent life, such as in head or spinal injury cases and including loss of a limb or eyesight.

**NOTE:** Although Forensic Collision Investigators (FCI's) will attend and examine these scenes and the vehicles involved, the subsequent investigation may not be completed by EMOps-SCIU, unless there is evidence of dangerous driving or the case is complex. Complex cases are those where the resources of the unit are considered necessary to conduct an effective investigation. Each force in the region has its own processes for dealing with cases where the unit initially deploy but then do not take on the subsequent investigation.

- 4) Provide specialist support to other types of investigation, particularly where there has been a fatality, undertaken by police BCUs, departments and other outside agencies, where surveying or vehicle examination is required.
- 5) Provide specialist support to the Independent Police Complaints Commission (IPCC) in relation to fatal road traffic collisions involving police.
- 6) Provide specialist support to surrounding police areas in accordance with any Regional Memorandum of Understanding.
- 7) Provide road traffic collision reconstruction in response to appropriate external applications in accordance with the Regional 'Cost Retrieval Policy'.\*
- 8) Provide a current and cold case review capability.

\* At present each police force in the region has its own cost retrieval policy; it is envisaged with collaboration that one policy for the region will be implemented.

**NOTE:** At times of unusually high demand the deployment to and investigation of fatal road traffic collisions will take primacy over serious injury cases or other investigations.

It is therefore incumbent on each force to have a capability to carry out basic road traffic collision scene examination, which incorporates at least; recording road and weather conditions, marking of the scene (position of vehicles, significant marks and debris) and producing a sketch plan. To arrange recovery of vehicles for later examination should it be required. It is also desirable that attending officers are able to take basic photographs of the scene and vehicles involved. In relation to witnesses, eye witnesses to the incident where possible should be statemented or at least a brief account obtained and where appropriate any potential suspect interviewed in accordance with PACE. Drivers should be breathalysed/FIT tested and hospital procedure carried out for those taken to hospital, with daily checks made on their condition until it is established their injuries are not life threatening.



**SCHEDULE TWO**

**FUNDING & RESOURCE PRINCIPLES**

EMOps-SCIU may be funded in four ways:

1. External Funding
2. Financial Contributions from the Police and Crime Commissioners.
3. Resource Contributions
4. Other contributions from the Parties.

**External Funding**

At the commencement date there is no External Funding for EMOps-SCIU.

**Financial Contributions from the Police and Crime Commissioners**

The formula funding share, as defined and reported as the proportion of total central grant received by Police and Crime Commissioners in the EM Region, will be used to calculate the apportionment ratios.

The apportionment ratios for any one year will be calculated based on the grant settlement for that particular year. The figures currently (2012/13) for the region are set out as below.

- Derbyshire 30.71 %
- Leicestershire 31.54 %
- Nottinghamshire 37.76 %

The default position for cost allocation will be the formula funding share, in place at the time of the collaboration. The current shares are as indicated above.

The estimated annual running costs of the Shared Command Team for the year 2013/14 are set out below as an estimate only and the actual budget will be subject to annual review.

| <b><u>EMOps-SCIU Budget</u></b>   |                |                |
|-----------------------------------|----------------|----------------|
| <b><u>Shared Command Team</u></b> |                |                |
| <b><u>Costs:</u></b>              |                | <b>£</b>       |
| Inspector x 1                     |                | 69,547         |
| Sergeant x 2                      |                | 112,292        |
| Mileage and Expenses              |                | 10,329         |
| Other Costs                       |                | 5,000          |
| <b>TOTAL</b>                      |                | <b>197,168</b> |
| <b><u>Force Contributions</u></b> |                |                |
| <b><u>Force</u></b>               |                | <b>£</b>       |
| Nottinghamshire                   | 37.76%         | 74,449         |
| Leicestershire                    | 31.54%         | 62,177         |
| Derbyshire                        | 30.71%         | 60,541         |
| <b>TOTAL</b>                      | <b>100.00%</b> | <b>197,168</b> |



## EMOps-SCIU Agreement 2013

Any running costs other than those of the Shared Command Team will remain in-Force and be the responsibility of each individual Force.

The funding of the unit is a combination of Financial Contributions (£197,168.00) and Resource Contributions - non SCT Police officer/staff posts.

### Police Officer, Police Staff and other Resources

At the commencement of this Agreement, the anticipated police officer and police staff requirements of EMOps-SCIU are set out at **Schedule 3** of this Agreement. The formula funding share, as defined and reported as the proportion of total central grant received by forces in the EM Region, will be used to calculate the apportionment ratios for each Parties resource contribution.

It is agreed that all salary costs incurred by a Party in respect of the officer and staff resources provided to fill SCT roles will be reimbursed to each Party from the EMOps-SCIU budget.

All salary costs incurred by each Party in respect of the officer and staff resources provided to fill non SCT roles will be borne by each individual Party.

### Other contributions from the Parties

This includes all non-financial contributions made by a Chief Constable or Police and Crime Commissioner to EMOps-SCIU. It will include the ad-hoc provision of police officers or staff time (HR, Strategic Estates, IS, legal etc) which do not form part of the police officer and staff resources to be provided by the Parties as set out in **Schedule 3** or as amended from time to time in accordance with **Schedule 3**.

For the avoidance of doubt, unless agreed in writing by the Parties pursuant to clause 14.3, any assets provided under clause 14.1 above, will be provided at no cost to EMOps-SCIU and the Parties agree that they will not deduct the cost of any provision, maintenance, repair or replacement of such assets from their Financial Contribution to EMOps-SCIU.

The Parties agree that unless the Party supplying additional services under clause 17.1 seeks to render a reasonable charge under clause 17.2 additional services will be supplied at no cost. However, where it is necessary to deploy police staff or officers into another Force area or to provide additional resources for use by officers or staff from another Force, the donating Party is entitled to recover from the receiving Party any reasonable expenses incurred such as overtime or accommodation costs or such additional costs as may be determined by the Board on a case by case basis.

Should any Party be unable to supply the resource contribution required of it in accordance with the terms of **Schedule 3**, if deemed appropriate, the Board may request that an additional proportionate Financial Contribution be made and redistributed amongst those Parties who are compliant with the requirements of **Schedule 3**.

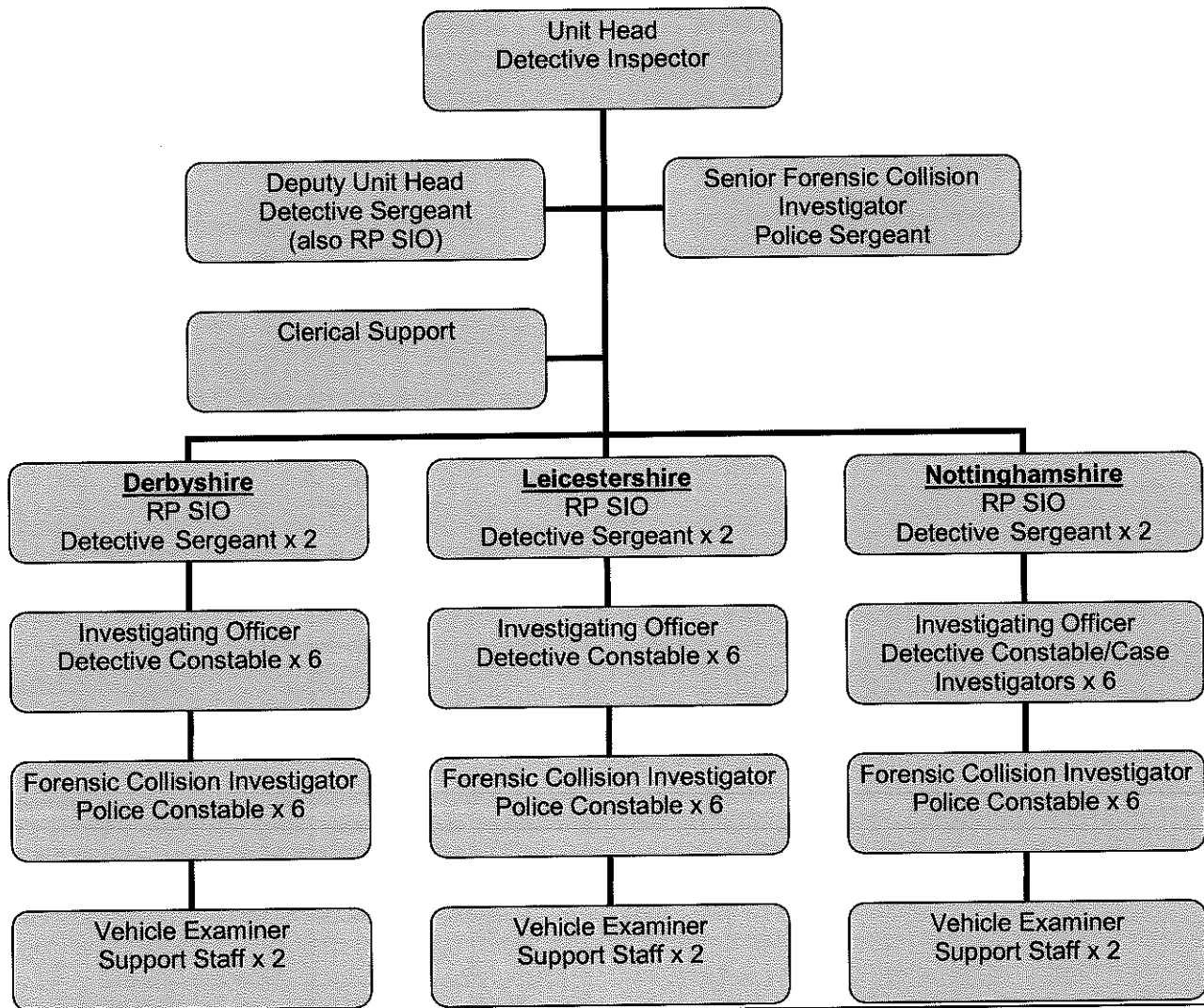




### SCHEDULE THREE

Indicative Resource Contribution Requirements in respect of the police officers and police staff to be supplied by each Party for the benefit of EMOps-SCIU

The intended structure of EMOps-SCIU is shown below;



The intention of this **Schedule 3** is to provide the Parties with an indicative outline of the level of officer and staff resources which the Parties anticipate being made available to the Collaboration at the commencement of the Agreement. The Parties agree that the precise resource levels may vary over time due to operational or financial necessity.

The Resource Contribution requirements for any one year will be calculated based on the grant settlement for that particular year. The figures currently (2012/13) for the region are set out in **Schedule 2**.

The Parties agree that the Board will oversee any variation to the number of police officers and police staff.



## EMOps-SCIU Agreement 2013

The table below shows the minimum officers/staff to be supplied to EMOps-SCIU by the Parties. It is agreed that all salary costs incurred by each Party in respect of the officer and staff resources provided to fill non SCT roles as stipulated below will be borne by each individual Party. It is agreed that all salary costs incurred by any Party in respect of the officer and staff resources provided to fill SCT roles will be reimbursed to each relevant Party from the EMOps-SCIU budget.

| SCT/NON SCT | Role              | Derbyshire | Leicestershire | Nottinghamshire | TOTAL |
|-------------|-------------------|------------|----------------|-----------------|-------|
| SCT         | DI Unit Head      |            | 1              |                 | 1     |
| SCT         | Deputy Unit Head  | 1          |                |                 | 1     |
| SCT         | PS Senior FCI     |            |                | 1               | 1     |
| NON SCT     | DS RP SIOs        | 2          | 2              | 2               | 6     |
| NON SCT     | DC IOs            | 6          | 6              | 6               | 18    |
| NON SCT     | PC FCIs           | 6          | 6              | 6               | 18    |
| NON SCT     | Support Staff VEs | 2          | 2              | 2               | 6     |
| NON SCT     | Support Staff     | 0          | 0.5            | 1               | 1.5   |

Year-end adjustments will be made where necessary in order to ensure overall salary costs in respect of the officer and staff resources provided are fairly apportioned between the Parties in accordance with the apportionment ratios set out in **Schedule 2**.

Should any Party be unable to supply the resource contribution required of it in accordance with the terms of this Schedule then at the discretion of the Board, a proportionate additional Financial Contribution may be requested and redistributed amongst those Parties who have fulfilled their obligations in accordance with the terms of this Schedule.



#### **SCHEDULE FOUR**

The parties agree that EMOps-SCIU will adopt the common policies and standard operating procedures set out and listed below.

##### **Resourcing; levels of cover and on call provision**

1. **1 x DI Unit Head and 1 x DS Deputy Unit Head** (also RP SIOs) for the three forces, both working mainly days Mon – Fri. The Deputy Unit Head has responsibility for managing the resource planning for the Unit (until DMS is on line regionally) and with the Unit Head, will conduct formal reviews of investigations and develop policy and procedure with a view to bringing consistency and standardisation across the three forces to make the most effective and efficient use of resources as well as providing cover for each other and the DS RP SIOs.
2. **6 x DS Roads Policing Senior Investigating Officers (RP SIO)** (2 at each force), working a 6 week duty pattern of days (7am x 4pm) and lates (1pm x 10pm) and providing on call SIO cover for the region primarily between 10pm x 7am, but where required for a period of up to 24 hours. Minimum Cover will be 1 x DS on days and 1 x DS on lates for the region. One DS will provide on call per night for the region and will cover a weekend On Call (Sat/Sun) every 6 weeks. A DS from each of the other two forces will be rostered to work the weekend also, with one being on call from the Friday into the Saturday. Minimum cover at weekends is still 2 x DS for the region as it is for during the week.
3. **6 x DC Investigating Officers (IO)** at each force, with 2 x DCs per team, working a 9 week duty pattern with a cycle of 6 x working days (3 x days, 7am x 4pm & 3 x lates, 1pm x 10pm) and 3 x rest days. Minimum cover will be 2 x DCs on days and 2 x DC's on lates across the region, with each force having at least 1 x DC on duty each day.
4. **1 x PS Senior Forensic Collision Investigator (FCI)**, working mainly days Mon –Fri, with responsibility for quality assurance, standardisation of working practices and setting timescales for reports, while ensuring continued professional development is maintained for both **FCI's** and **VEs** across the region in accordance with the ACPO 'Forensic Collision Investigation and Reconstruction within the Police Service' Protocol.
5. **6 x PC Forensic Collision Investigators (FCI)** at each force, with 2 x PCs per team working a 9 week duty pattern with a cycle of 6 x working days (3 x days, 7am x 4pm & 3 x lates, 2pm x 11pm) and 3 x rest days. Each force will also provide 1 x FCI on call cover for their own force area between 11pm x 7am. Minimum cover will be 2 x FCIs on days and 2 x FCIs on lates across the region, with each force having at least 1 x FCI on duty each day.
6. **6 x Support Staff Vehicle Examiners (VE)** 2 at each force (Leicestershire via modernisation of FCI post) working mainly days Mon – Fri and providing a vehicle examination service for their own force and to the region.



### **Additional support requirements from each Force**

The EMOps-SCIU requires the following support from the host Force in the initial stages and for a period of up to 12 hours post collision.

Host Force support **will always** be required for 1) and 2) below. In relation to 3) below, a varying degree of support will be required, depending on the circumstances of the collision and whether it is during duty time or the On Call period 11pm x 7am. The support requirement will be greatest during the On Call period as only one SIO and FCI are likely to be deployed.

The initial FLO deployment will be reviewed within the first 24 hours and where possible the FLO function will then be taken on by the EMOps-SCIU\*.

- 1) **Scene Management** – (Identify/Secure/Protect) maintains the scene log and retains responsibility for scene management until it is released.
- 2) **Initial FLO deployment** – delivering the death message and carrying out early identification procedures.
- 3) **Investigation – Initial & Fast Track Actions;**
  - Scene searches, Local Enquiries (H2H) within sight and sound of scene(s), CCTV trawl and early review of material recovered.
  - Initial Witness accounts – either noted or video/audio recorded or statemented.
  - Casualties (incl Suspects) – continuity to hospital (condition assessment), hospital drink/drug drive procedure, clothing recovery and obtaining of pre-transfusion blood.
  - Suspects – arrest and transport to custody suite, drink/drugs drive procedure, clothing recovery, intimate and non-intimate samples i.e. blood and physical examination for injuries, recording of significant statements/silences.
  - Seizure of mobile phones and other relevant evidence which does not form part of the collision scene examination.
  - Intelligence function and resources for tracing outstanding Suspects/Witnesses i.e. Non-Stop cases. Also to provide help in Identifying and dealing with vulnerability and community impact issues.

**NOTE:** Host Force resources can either be Roads Policing or Basic Command Unit or a mixture of both.

**\*Family Liaison** – each force provides Family Liaison Officers (FLOs) from their Roads Policing, Basic Command Units or CID in support of Serious Collision Investigations and this will need to continue under EMOps-SCIU. Although EMOps-SCIU will seek to utilise their own trained FLOs wherever possible, the small size of the Unit compared to the high volume of FLO deployments required means the Unit will often need support from the force where the deployment is to take place.

### **Forensic Collision Investigator – Succession Planning**

'The involvement of a Forensic Collision Investigator (FCI) in a fatal collision investigation is paramount' (RDIM). The use of a properly trained and qualified Forensic Collision Investigator (FCI) is central to all collision investigations and in order to provide credible 'expert evidence' a degree of experience is also required, on average 2 to 3 years as a minimum. During this 2 to 3 year period the trainee FCI must be involved regularly in collision investigation alongside fully qualified FCIs. Therefore, it is essential that forces commit to succession planning for FCI's and fully support those embarking in this highly specialised role to allow them to develop their knowledge and skills. Any trainee FCIs will be in addition to the FCI establishment until they are assessed as competent to work unsupervised by a Senior FCI.





## **SCHEDULE FIVE**

### **Information Management Practices and Procedures**

This Schedule sets out the terms and conditions under which personal data held by the specified data controller will be disclosed to the specified data processor for the purpose of ensuring compliance with the Data Protection Act 1998 (herein after called "the Act"). Any processing of data must comply with the provisions of this Act.

#### **1 Purpose**

Where for the purpose of this Agreement one Chief Constable Party provides data (herein after called the "Data Controller"), to the other Chief Constable Party to process (herein after called the "Data Processor") the purpose of the disclosure is to enable the Data Processor to carry out the aims and roles of the Unit as set out in the Agreement generally and more particularly at clause 3 of this **Schedule 5** (herein after called "the Purpose").

The Purpose is consistent with the original purpose of the Data collection for which the Data was collected.

#### **2 Definitions**

The following words and phrases used in this **Schedule 5** shall have the following meanings except where the context otherwise requires:

The expressions "**Data**", "**Data Controller**", "**Data Processor**", "**Personal Data**", "**Sensitive Personal Data**", "**Processing**", "**Information Commissioner**", "**Data Subject**" and "**Subject Access**", have the same meaning as in Sections 1, 2, and 6 of The Data Protection Act 1998, as amended by The Freedom of Information Act 2000.

"**Police Data**" means any Data including "Personal Data" and "Sensitive Personal Data" as above provided by the Data Controller to the Data Processor that for the purpose of this Agreement and will include but not be limited to officer, employee and pensioner details, officer and employee history, pay and allowances, taxes and deductions, etc.

The "**Designated Police Manager**" means the Unit Head of the EMOps-SCIU, on behalf of the Data Controller or other such person as shall be notified to the Data Processor from time to time as necessary.

The "**Service Manager**" means the Deputy Chief Constable (East Midlands), on behalf of the Data Processor, or such other person as shall be notified to the Data Controller from time to time as necessary.

The "**Senior Information Risk Owner**" (**SIRO**) means the Deputy Chief Constable (East Midlands)

"**Government Protective Marking Scheme**" (**GPMS**) means a scheme for the classification of information.

"**Services**" means the services to be provided by the Data Processor during the term of this Agreement.

Headings are inserted for convenience only and shall not affect the construction or interpretation of this Schedule and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Agreement;



Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it; and

The word 'including' shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word 'include' and its derivatives shall be construed accordingly.

### **3 Information provision**

It is recognised that the putting into effect of the Purpose requires access to the Data, which has been previously protectively marked as 'Restricted' by the Data Controller under the Government Protective Marking Scheme.

The Police Data provided will consist of information necessary to undertake the aims and functions of the Unit as set out at paragraph 1.3 and **Schedule 1** of the Agreement and will include 'personal data' and 'sensitive personal data' as defined by the Data Protection Act 1998 as may be required for the purpose of providing advice and representation to the Parties in accordance with the aims and functions of the Unit.

Ownership of the Police Data shall at all times remain with the Data Controller.

### **4 Use, Disclosure and Publication**

The Police Data will be used solely for the Purpose.

The Police Data shall not at any time be copied, broadcast or disseminated to any other third parties, except in accordance with this Schedule or as may be required for the purpose of legal proceedings. In such circumstances, the Unit will only copy or disseminate Police Data to third parties in accordance with the relevant pre-action protocol, civil procedural rules or direction of the Court that relate to the proceedings,

The Police Data will NOT be matched with any other Personal Data otherwise obtained from the Data Controller, or any other source, unless specifically authorised in writing by the Data Controller.

The Police Data will NOT be disclosed to any third party without the written authority of the Data Controller.

Access to the Data will be restricted to those employees of the Data Processor and third party contractors appointed by the Data Processor and approved by the Data Controller.

### **5 Data Protection and Human Rights**

The use and disclosure of any Personal Data shall be in accordance with the obligations imposed upon the Parties to this Agreement by the Data Protection Act 1998 and the Human Rights Act 1998. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect the data protection practices of each of the parties to this Agreement.

The Parties agree and declare that the information accessed pursuant to this Agreement will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human Rights. Further, the Parties agree and declare that the provision of information is proportionate, having regard to the Purpose and the steps taken in respect of maintaining a high degree of security and confidentiality.

The Parties undertake to comply with the provisions of the Act and to notify as required any



particulars as may be required to the Information Commissioner.

The following personnel are authorised by the Parties to assume responsibility for data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information:

| <i>Nominated Post holder</i>   | <i>Organisation</i>       |
|--------------------------------|---------------------------|
| Head of Information            | • Derbyshire Constabulary |
| Management/Information Manager | • Leicestershire Police   |
| or equivalent                  | • Nottinghamshire Police  |

On reasonable notice, periodic checks may be conducted by the Data Controller to confirm compliance with this Agreement.

## **6 Confidentiality**

The Data Processor shall not use or divulge or communicate to any person (other than those whose province it is to know the same for the Purpose, or without the prior written authority of the Data Controller) any Data obtained from the Data Controller, which it shall treat as private and confidential and safeguard accordingly.

The Data Processor shall ensure that any individuals involved in the Purpose and to whom Police Data is disclosed under this Agreement are aware of their responsibilities in connection with the use of that Police Data.

The restrictions contained in this paragraph 6 to this Schedule shall cease to apply to any Data which may come into the public domain otherwise than through unauthorised disclosure by the Parties to this Agreement.

For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.

Respect for the privacy of individuals will be afforded at all stages of the Purpose.

## **7 Retention, Review and Deletion**

Police Data relating to the 'provision of payroll services and administration services of police pension schemes' will be required to be retained for the duration of the contract.

Information that is no longer required for the purpose for which it was provided is to be returned to the Data Controller.

The Data Controller's Service Manager will be responsible for ensuring the safe subsequent disposal of any archived copies of Police Data that have been created by back-up or recovery procedures carried out by the Data Processor.

## **8 Information Security & Information Risk Management**

Information security within the terms of this Agreement will be managed in accordance with the ACPO Community Security Policy (CSP) and Her Majesty's Government (HMG) Information Assurance Standards.

In accordance with HMG's Information Assurance Standards and the ACPO CSP, the Senior Information Risk Owner (SIRO) will ultimately oversee and hold responsibility for information security and information risk management for all business activities undertaken within the



terms of this Agreement.

The SIRO will oversee the maintenance of an information risk register and co-ordinate activity to mitigate identified risks, utilising the collective information security resources of the parties to this agreement as necessary and by mutual agreement. Management of such risks will be periodically reported to the EM Joint Police Authorities and any successor body.

The SIRO will ensure that there is a formally documented process for notifying, recording and managing information security incidents. The process will include provision for investigation, escalation relative to risk, media management, notification to the Information Commissioners Office and formal review of any such incident.

The SIRO will ensure that there are appropriately documented procedures to manage access to any and all systems, proportionate to the risks associated with the system, including any associated personnel security vetting and removal of access, when there is no longer a legitimate business need for that access. This will include any necessary supplementary procedures relating to remote and / or third party access.

The SIRO will ensure that there is an appropriate Information Security Policy document in place, which clearly references the ACPO CSP. Supplementary written guidance will be provided to all staff setting out the parameters of acceptable usage of any and all ICT systems falling within the remit of this Agreement.

The SIRO will ensure that an appropriate regime is developed and implemented to monitor and enforce compliance with all documented security policies and procedures. This will include protective monitoring procedures to satisfy the requirements of the ACPO CSP. Provision will be made for formal investigation into potential misuse of systems / data, including any associated potential misconduct.

The SIRO will ensure that all ICT assets utilised by the activities undertaken within this Agreement are managed in accordance with the ACPO CSP; to include maintenance of asset registers, licensing, use of removable media, use of encryption and secure disposal at the end of asset life.

The SIRO will ensure that a robust regime of awareness, training and education is in place and delivered to all staff with access to information assets, in accordance with ACPO CSP.

The SIRO will ensure that appropriate arrangements are in place to comply with the Government Protective Marking Scheme (GPMS) for all activities undertaken within this Agreement.

The SIRO will ensure that any and all cryptographic materials are handled and utilised in compliance with HMG Information Assurance Standard 4 (IS4), with suitably trained and accredited staffing resources in place.

The SIRO will ensure that, where necessary, information systems utilised within this Agreement are formally 'accredited' in accordance with HMG's Information Assurance Standards (IS1 & IS2).

The SIRO will ensure that robust arrangements are in place to monitor and audit the use of all information systems utilised within the activities undertaken as part of this Agreement, to include appropriate reporting mechanisms and independent verification as necessary.

The SIRO will ensure that the procurement and deployment of any new / additional information system utilised for the business purposes contained within this Agreement is conducted in compliance with the ACPO CSP, including the use of formal 'Security Aspects Letters' as necessary.





## **9 Miscellaneous**

The Data Processor shall give reasonable assistance as is necessary to the Data Controller in order to enable him to:

- Comply with request for Subject Access from the Data Subjects;
- Respond to Information Notices served upon him by the Information Commissioner;
- Respond to complaints from Data Subjects;
- Investigate any breach or alleged breach of the Act;
- Respond to Freedom of Information Requests
- 

in accordance with his statutory obligations under the Act.

The receipt by the Data Processor of any Subject Access or Freedom of Information request relating to the Police Data covered by this Schedule must be reported at the earliest opportunity to the Data Protection Officer representing the Data Controller, who will arrange the relevant response to that request.

This Schedule acts in fulfilment of part of the responsibilities of the Data Controller as required by paragraphs 11 and 12 of Schedule 1, Part II of the Act.



**SCHEDULE SIX**

**LEAD PARTIES**

It is acknowledged that each Force will retain a unit footprint and therefore, (with the exception of legal services), where additional services are required in respect of the below, each Force/Police and Crime Commissioner will retain the responsibility for the provision of such in accordance with that Force's individual requirements with mutual support where requested and agreed. For the avoidance of doubt each Force or Police and Crime Commissioner will be the Lead Party in respect of the additional services required for that Party's own Force.

1. Finance
2. Provision of Insurance
3. Information Support
4. Human Resources
5. Fleet
6. Strategic Estates
7. Legal Services                      EMPLS
8. Forensics
9. Property Storage
10. Interview Services
11. Procurement
12. Audits

The Board may invite assistance from another Police and Crime Commissioner or Chief Constable where it is deemed reasonable or proportionate to do so.



**SCHEDULE SEVEN**

**Addresses for Service:**

**Chief Constable of Derbyshire Constabulary**, Police Headquarters, Butterley Hall, Ripley, Derbyshire, DE5 3RS

**Chief Constable of Leicestershire Police** Force Headquarters, St Johns, Enderby, Leicester, LE19 2BX

**Chief Constable of Nottinghamshire Police**, Sherwood Lodge, Arnold, Nottingham, NG5 8PP

**The Police and Crime Commissioner for Derbyshire**, Police Headquarters, Butterley Hall, Ripley, Derbyshire, DE5 3RS

**The Police and Crime Commissioner for Leicestershire** St John's Enderby Leicestershire LE19 2BX

**The Police and Crime Commissioner for Nottinghamshire**, County Hall, West Bridgeford, Nottinghamshire, NG2 7QP





# East Midlands Police Collaboration

Derbyshire Leicestershire Lincolnshire Northamptonshire Nottinghamshire

## Full Business Case

|                       |   |  |                                |
|-----------------------|---|--|--------------------------------|
| <b>Portfolio Name</b> | Three Force Serious Collision Investigation Unit            |  |                                |
| <b>Project Name</b>   | East Midlands Serious Collision Investigation Unit (EMSCIU) |  |                                |
| <b>Project No</b>     | [For EMPC office use]                                       | <b>Date</b>                            | 28/8/12                        |
| <b>Author</b>         | C/Insp Steve Potter<br>DI Richardson                        | <b>Contact Details</b>                 | 07500 994 051                  |
| <b>Project SRO</b>    | [Chief Officer Sponsor]                                     |  |                                |
| <b>EMPC Lead</b>      | Insp Ross   |  |                                |
| <b>Status</b>         | Draft   | <b>Approved By &amp; Approval Date</b> | [ie SRO / DCC Programme Board] |

### Contents

Part A Executive Summary

Part B

1. Background
2. Current Position
3. Options for Change
4. Governance
5. Benefits
6. Dependencies and Constraints
7. Timescales
8. Equality Impact Assessment

Part C Project Approval

### Document Purpose

Business Case – This document is the justification for the project.

### Collaboration Principles

- *Local policing will remain local.*
- *Collaboration in operational and non-operational support services should be sought.*
- *Benefits and costs of working collaboratively will be shared between the forces.*

## Document History

| Document Location               |           |                                |                         |         |
|---------------------------------|-----------|--------------------------------|-------------------------|---------|
|                                 |           |                                |                         |         |
| Version History                 |           |                                |                         |         |
| Date                            | Version   | Author                         | Summary of changes      |         |
| 26/7/12                         | v.1       | C/Insp Potter<br>DI Richardson | 1 <sup>st</sup> Draft   |         |
| 17/8/12                         | v.2       | C/Insp Potter<br>DI Richardson | Consultation updates    |         |
| 28/8/12                         | v.3       | C/Insp Potter                  | Regional meeting update |         |
|                                 |           |                                |                         |         |
| Document Approval (if required) |           |                                |                         |         |
| Name                            | Signature | Title                          | Date of Issue           | Version |
|                                 |           |                                |                         |         |
| Distribution List (if required) |           |                                |                         |         |
| Name                            | Title     | Date of issue                  | Version                 |         |
|                                 |           |                                |                         |         |

### Part A. Executive Summary

This business case outlines the collaboration opportunities and savings within the proposed option of a three force East Midlands Serious Collision Investigation Unit (EMSCIU) between Leicestershire, Derbyshire and Nottinghamshire Police

In May 2011 a paper proposing a business case for a five hub collaboration model for the Collision Investigation Units within the East Midlands Region was agreed. This introduced a regional Memorandum of Understanding (MOU) between the five forces, and allowed a regional savings of £746k – 15% of the budget.

The main impact was that forces streamlined their own force resources. The main responsibility of each unit continues to be the investigation of fatal Road Traffic Collisions (RTCs)

In March 2012 a further paper outlined a business case considering a five force collaborative serious collision investigation unit.

Following this paper it was proposed that the three forces would develop a combined team.

Since the vast majority of working practices in fatal collisions are similar, responding to a national investigation standard under the Road Death Investigation Manual 2007, opportunities exist to work collaboratively to improve service delivery and operational resilience.

The key benefits of collaboration in collision investigation are the mitigation of gaps in overnight service provision, particularly with regards to SIO cover, and improved resilience across the three forces.

This business case, with a supporting Section 23 Agreement, builds upon practices already in place, and is a natural progression of the Stage 1 work.



## Recommendations for the Deputies Board in October 2012

This business case seeks support from the forthcoming Deputies Board for the following proposals:

- The formation of a three force East Midlands Serious Collision Investigation Unit (EMSCIU)
- The introduction of peripatetic roles for a DI Unit Head, a DS Deputy Unit Head, and PS Forensic Collision Investigator (FCI)
- Support for a three force on call SIO
- Support for an on call FCI for each force
- Support for a Section 23 Agreement

## Part B

### 1. Background

Across the region, the threat associated with the investigation of serious and fatal RTC's is significant, with associated legal and reputational issues. Each force has a strategy which supports the national aim of reducing KSI's (Killed and Seriously Injured collisions).

Previous regional work under Stage 1 has resulted in the rationalisation of collision investigation resources to match the local demand, and the following regional savings were made:

|                  |                 |
|------------------|-----------------|
| Leicestershire   | £161,000        |
| Nottinghamshire  | £325,000        |
| Derbyshire       | £260,000        |
| Northamptonshire | No savings      |
| Lincolnshire     | No savings      |
| <b>Total</b>     | <b>£746,000</b> |

However current service provision remains limited in respect of providing 24/7 coverage across the three forces region, with service provision relying heavily on staff 'good will' and expensive out of hours call outs. There is also limited resilience in each force at times of unpredictable peak demand.

All force's collision units work to the national Road Death Investigation Manual 2007 and share similar working practices in the core function of investigating serious and fatal RTC's, meaning that minimal transition is required to provide a collaborative response to the issue of resilience and 24/7 coverage.

Under Stage 1, a Memorandum of Understanding (MOU) was established, allowing for informal cross border support across the region, on an ad hoc basis. Support was however limited by the available resources at any given time and brought with it no formal agreement for service delivery. In turn, the MOU could not be relied upon to provide resilience and ensure best value for the available resources.

This full business case proffers a Section 23 Agreement which will introduce a formal and legally binding interoperability arrangement for forces, in support of the EMSCIU proposal.

## 2. Current Position

The three forces provide a road death investigation service which meets the requirements of their communities, the CPS and Coroners. The essential functions delivered by each force amount to the appointment of an SIO, who decides the strategy of the investigation at hand. Forensic scene and vehicle examination is provided by an FCI and/or a vehicle examiner. A case officer(s), usually a Detective, conducts interviews of witnesses and suspects and any number of other associated enquiries. Liaison with the families is provided by an FLO.

A post mortem examination, forensic or otherwise, is conducted by a pathologist appointed by the Coroner following discussion with the SIO.

The product of this team approach is either a file of evidence to the CPS with a view to prosecution, or a file to the relevant HM Coroner for the purposes of an enquiry.

Leicestershire, Nottinghamshire and Derbyshire have teams that achieve the above with very similar structures and resources.

The demand for the three forces for the last ten years 2001- 2011 in terms of road traffic fatalities is shown at **Appendix B**. Although it has shown a downward trend for many years is now starting to rise.

Current delivery does not vary significantly in its core function across the three forces. The responsibility of each unit is the investigation of fatal RTC's, although there is some variance regarding additional functions undertaken locally, and significant differences in shift patterns and working practices.

Research into when fatal RTCs take place has been carried out and reveal a mainly even spread between all days of the week. There is however a slight increase between the hours of 4pm and 7pm and a noticeable drop between the hours of 11pm and 7am. This drop over night provides support for the use of an on call SIO and three FCIs between 11pm and 7am, thereby allowing the most effective and efficient use to be made of FCIs.

An additional factor to be taken into account is the frequency for more than one fatal RTC taking place on the same day in either one or more of the force areas.

Therefore it is proposed that an on call capability of an SIO and three FCIs across the three forces between 2300 and 0700 would support the demand profile, and allow flexibility for the SIO to deploy resources where they are required.

The following is a brief synopsis of each department

## **Leicestershire**

Led by a Detective Inspector, there are 2 Detective Sergeant SIOs, 8 DC posts and 8 FCI posts, providing primary cover between the hours of 7am and 11pm with a formal on-call arrangement outside these hours. The unit is largely self contained, FCIs completing their own mechanical vehicle examinations and other peripheral activity (for example Tachograph calibrations, route traces etc.) which would otherwise be out-sourced at cost.

## **Derbyshire**

Managed by an Inspector, there are 3 Uniform Sergeant SIOs 6 DC posts 6 FCIs (including 1 Senior FCI), and 2 Vehicle Examiners. There is 24 hour FCI cover with an informal on-call arrangement when that cover cannot be maintained. As in Nottinghamshire, FCI's do not undertake their own vehicle examinations and similar peripheral activities.

## **Nottinghamshire**

Headed by a T/Detective Chief Inspector, there are 2 Detective Sergeant SIOs, 5 DC posts and 2 Case Investigators, 6 FCIs and 3 Vehicle Examiners. Similar to Leicestershire there is primary cover and formal on-call arrangements in place.

For each of the forces, family liaison is provided by Family Liaison Officers from either the RPU or BCU's. The family liaison service provided across the region, although similar in methodology, varies significantly in administration and management.

## **Totals across the three forces**

1 T/D/C/Inspector  
1 Inspector  
1 Detective Inspector  
7 D/Sgts/Sgts  
21 Investigators (19 DCs, 2 police staff)  
20 FCIs (PCs)  
5 vehicle examiners (police staff)

## **2.1 Location and Assets**

### **Leicestershire**

2 adjoining offices within RPU at Force Headquarters, Enderby  
1 VW Transporter van (FCI's sole use)  
1 unmarked Ford Focus estate (FCI's and Investigators)  
2 unmarked Skoda Fabia saloons (Investigators)

### **Derbyshire**

Shared accommodation at Wyatt's Way, Ripley  
2 Ford S-Max vehicles (FCI's sole use)  
Access to vehicles locally for Investigator use

## Nottinghamshire

Shared accommodation at FHQ and Riverside, Nottingham  
 2 Mercedes Vito vans (FCI's sole use)  
 3 cars for Investigator use  
 2 vans for vehicle examiners

In addition, each force has extensive amounts of equipment relating to Forensic Collision Investigation. The value is not quantifiable at the time of writing this report. Each force has purchased a 3D Laser Scanner using DfT funding.

## 2.2 Finance

### Costing (£)

|                       | Leics            | Notts          | Derbys         |
|-----------------------|------------------|----------------|----------------|
| T/DCI                 |                  | 1              |                |
| Inspector             | 1                |                | 1              |
| Sergeant              | 2                | 2              | 3              |
| PC/DC                 | 16               | 11             | 12             |
| Police Staff (£30k)   |                  | 5              | 2              |
| Police Staff (£25k)   | 0.5              | 1              |                |
| T/DCI                 |                  | 73,000         |                |
| Inspector             | 69,000           |                | 69,000         |
| Sergeant              | 112,000          | 112,000        | 168,000        |
| PC                    | 784,000          | 539,000        | 588,000        |
| Police Staff          | 12,500           | 175,000        | 60,000         |
| <b>Total</b>          | <b>977,500</b>   | <b>899,000</b> | <b>885,000</b> |
| <b>Regional Total</b> | <b>2,774,000</b> |                |                |

*(Using top of scale with on costs provided by Leicestershire Police Finance Dept – DCI £73k, Insp £69k, Sgt £56k, PC 49k, Police staff £30k/£25k)*

### 3. Options

As a natural development of the five force MOU, the ability to collaborate and have one team providing a service to three forces is very attractive as it offers the opportunity to benefit from further economies of scale whilst providing a consistent approach to fatal RTCs.

The structure for the team would mean some re-organisation within the units, and a change of mind set of both the staff working within the team, as well as the organisations expectations, and I draw a parallel with the successful implementation of the EMSOU Major Crime.

Although significant savings have been previously achieved around collision investigation within the region, there is still an opportunity to achieve some further regional savings whilst still being able to provide a professional service.

There are two options for the unit to be considered

#### 1. Single Site

Working from a single site centrally located with the new management:

##### **Benefits:**

- Standardised working practices for investigation/forensic collision investigation
- Joined up processes and working between forces
- Minimum standard within the EMSCIU
- Standardised training/equipment
- Support during times of greatest demand
- Lean processes - resourcing to demand
- Potential further economies of scale
- Close management of investigations within identified teams.
- All forces have sufficient staff to support, (both in FCIs and SIOs)
- Resilience around unpredictable peak demand

##### **Limitations:**

- Distance to travel to deployment at a collision could be risk to investigation in the golden hour
- Saving needs to be balanced against identification & funding new premises (no suitable location at present)
- Would take longer to implement

## 2. Three Sites

Based at the sites currently occupied by Leicestershire, Nottinghamshire and Derbyshire:

### Benefits:

- Standardised working practices for investigation/forensic collision investigation
- Joined up processes and working between forces
- Minimum standard within the EMSCIU
- Standardised training/equipment
- Support during times of greatest demand
- Lean processes - resourcing to demand
- Some efficiency savings
- Close management of investigations within identified teams.
- All forces have sufficient staff to support, (both in FCIs and SIOs)
- Retains local expertise/experience
- Region retains significant investigation capability
- Resilience around unpredictable peak demand
- Hubs remain located at based at the locations of greatest demand therefore current response times and effective golden hour for investigation would be maintained
- Hubs remains closely aligned to HM Coroners and CPS offices across the region.
- No requirement to find and fund the relocation to new premises.

### Limitations:

- Reduces opportunity for further economies of scale

## 3.1 Preferred Option

### The preferred option is the Option 2 - Three Sites

This option has the advantage of being able to be implemented quickly gaining the benefits of collaboration without the costs associated with identification of a suitable building, relocation of personnel and IT.

Once this has taken place the EMSCIU can then settle into its role and standardise the service it gives across the three forces.

Medium term, when the other regional Operations Department projects come to fruition there would be an opportunity to consider centralising the EMSCIU, and potentially offer further economies of scale.

## **4. Governance**

The EMSCIU will be managed by a Leicestershire Chief Inspector, on behalf of the region.

The daily management of the unit will be conducted by a peripatetic Detective Inspector from Leicestershire.

They will be supported by a Deputy Unit Head - a DS SIO, and a PS FCI. Both these roles are also peripatetic.

At each of the respective sites there will be a team consisting of 2 SIOs, 6 DC's (or equivalent) and 6 FCIs. Supporting all three teams will be 6 Vehicle Examiners, and Administrative Support.

Post implementation the unit will be formally reviewed after six months. The review will identify the continued post requirements, and may instigate a selection process for permanent postings. Thereafter the unit will be reviewed yearly. Built into this will be the capability to transfer the governance of the unit between forces. This will allow each force an opportunity to further develop the unit regionally.

### **4.1 Operability**

It is envisaged that the DI, the Deputy and PS FCI will be based locally, one at each location, to provide support and resilience for the unit at a local level, and allow for the local management of assets whilst producing a regional structure.

The DI will directly manage the unit ensuring processes are streamlined and consistent. They will also provide information on workloads and processes to the C/Insp Operations. In addition they will liaise with HM Coroners and CPS to discuss the standardised approach.

The Deputy Unit Head will provide resilience for the DI, (a similar capacity to what a Citizen Focus Sergeant provides for Local Policing Unit Commanders in Leicestershire) and will ensure all shift SIOs work to one standard and drive best practice across the unit. They will provide support in respect of current and cold case reviews, meetings with partners or Senior Management Teams, and resilience for the SIOs.

The FCI Sergeant will provide a more consistent approach to forensic working practices and report presentation, which will in time allow for the development of more streamlined and efficient working practices.

These roles will assist in the team working as a focussed regional unit that will have the capability to work at a local level whilst being able to provide regional support should demand require it.

A single shift pattern for SIOs and FCIs will be agreed that would allow on call coverage seven days a week.

On call there will be 1 SIO covering the three forces supported by 1 FCI at each location. This will allow the flexibility of a quick local response and sufficient resilience to allow support to be deployed.

Although this proposal would incur on call allowance, early indications around shift patterns suggest that by not working a 24/7 pattern the FCI pattern is relatively cost neutral due to reduction of the unsocial hours allowance.

Developing the proposed structure from the current structure will mean some structural changes within each force, although the majority of roles can be filled by existing staff. For example, Leicestershire currently do not employ vehicle examiners but can modernise one FCI post to provide funding for vehicle examiners, and one post to provide the support for the Senior FCI Sergeant post.

A full breakdown of the unit structure, functional responsibilities, resourcing and cover levels, support requirements, minimum skill levels and a example SIO shift pattern can be seen at **Appendix A**

## 5. Benefits Expected – Profile & Realisation

Although a large amount of savings have been realised over the last two years, there is still an opportunity for further regional savings. Modernisation of roles as identified above may provide additional cost savings; however using the new unit structure chart at **Appendix A** the proposed staffing levels are

1 Detective Inspector  
 1 DS Deputy  
 1 PS Senior FCI  
 18 Investigators (16 DCs, 2 police staff)  
 18 FCIs (PCs)  
 6 vehicle examiners (police staff)

The estimated savings that this provides are as follows:

|                                |                       |
|--------------------------------|-----------------------|
| 1 DI (Notts)                   | £69k                  |
| 1 Insp (Derby)                 | (opportunity savings) |
| 2 DC (Leicester)               | £98k                  |
| 1 DC (Notts)                   | £49k                  |
| <b>Total estimated savings</b> | <b>£216k</b>          |

## 6. Dependencies and constraints

- Requirement for a Sec 23 Agreement to be drafted and agreed between forces
- Some forces already utilise their RPU, MCT and other resources to carry out enquiries or assist in FLO provision. This will need to remain in place
- Peak demand may coincide.
- Differing regional CPS/Coroner requirements
- Meeting the standards of the Road Death Investigation Manual 2007

## 7. Timescales

Based upon the shift pattern selection process for the SIOs, an implementation date of October 2012 is possible, with a view to full integration of a standard shift pattern by February 2013 at the latest.



A generic Equality Impact Assessment is to be completed

### Deputy Chief Constable Recommendation

### Chief Constable Approval

Present to EMPAJC at next Meeting. Yes/No

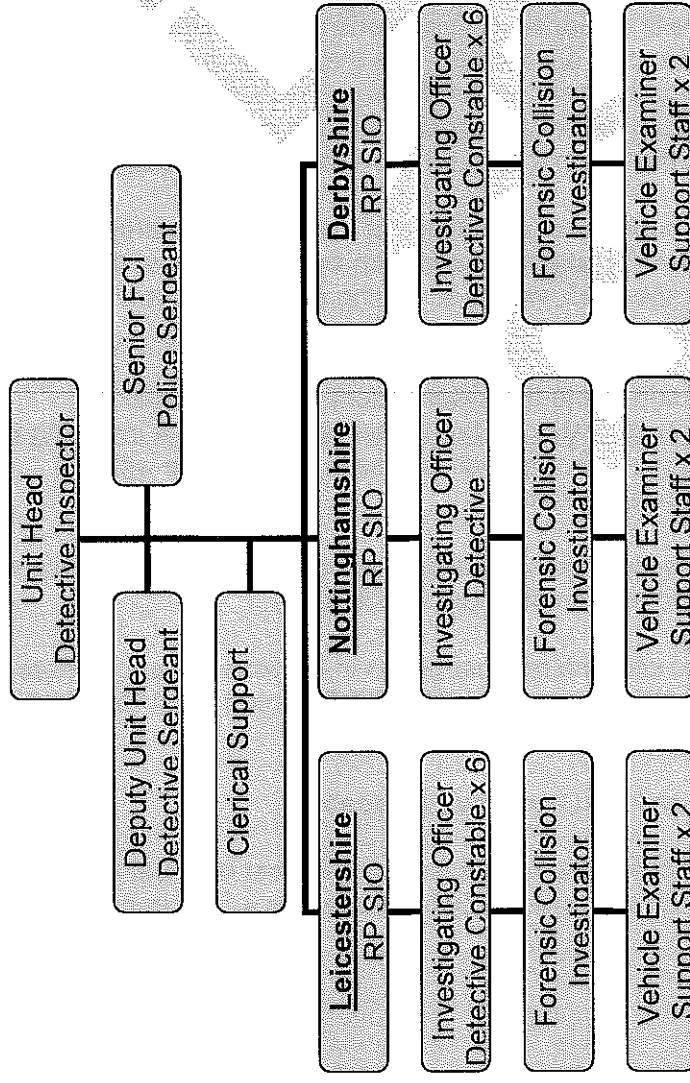
**EMPAJC**

| Presented to EMPAJC |
|---------------------|
| Date                |
| Comments            |
|                     |



# East Midlands Police Collaboration

Derbyshire Leicestershire Lincolnshire Northamptonshire Nottinghamshire





# East Midlands Police Collaboration

Derbyshire Leicestershire Lincolnshire Northamptonshire Nottinghamshire

## Appendix A

### EMSCIU - Functional Responsibilities

- 1) The investigation of all fatal road traffic collisions in accordance with the Road Death Investigation Manual (RDIM).
- 2) The investigation of other types of road death incidents outside of 1) above, as directed by HM Coroner.
- 3) The investigation of serious injury road traffic collisions where injuries are either life threatening or life changing. In this context life changing is where it is unlikely the injured party will recover sufficiently to lead an independent life, such as in head or spinal injury cases and including loss of a limb or eyesight.

Note: Although Forensic Collision Investigators (FCI's) will attend and examine these scenes and the vehicles involved, the subsequent investigation may not be completed by the Collision Investigation Unit (CIU), unless there is evidence of dangerous driving or the case is complex. Complex cases are those where the resources of the CIU are considered necessary to conduct an effective investigation. Each force in the region has its own processes for dealing with cases where the CIU initially deploy but then do not take on the subsequent investigation.

- 4) Provide specialist support to other types of investigation, particularly where there has been a fatality, undertaken by police BCUs, departments and other outside agencies, where surveying or vehicle examination is required.
- 5) Provide specialist support to the Independent Police Complaints Commission (IPCC) in relation to fatal road traffic collisions involving the police and occurring on another police area in accordance with the Memorandum of Understanding.
- 6) Provide specialist support to surrounding police areas in accordance with any Regional Memorandum of Understanding.
- 7) Provide road traffic collision reconstruction in response to appropriate external applications in accordance with the Regional 'Cost Retrieval Policy'.\*
- 8) Provide a current and cold case review capability.

\* At present each police force in the region has its own cost retrieval policy; it is envisaged with collaboration that one policy for the region will be implemented.

**EMSCIU - Resourcing; levels of cover and on call provision**

1. **1 x DI Unit Head** for the three forces and **1 x Deputy Unit Head** (DS RP SIO), both working mainly days Mon – Fri. The Deputy Unit Head can provide cover for the Unit Head and other DS RP SIO's.
2. **6 x DS RP SIOs** (2 at each force), working days (7am x 3pm) and lates (2pm x 10pm) and providing on call SIO cover for the region between 10pm x 7am. Minimum Cover will be 1 x DS on days and 1 x DS on lates for the region. One DS will provide on call per night for the region and will cover a weekend (Sat/Sun) every 6 weeks, but the pattern will include another DS on call Friday and working days on the Saturday.
3. **6 x DC IOs** at each force (3 week pattern, 2 officers per team), working days (7am x 3pm) and lates (2pm x 10pm). Minimum cover will be 2 x DC's on days and 2 x DC's on lates across the region, with each force having at least 1 x DC on duty each day.
4. **1 x PS Senior FCI**, working mainly days Mon –Fri, with responsibility for quality assurance, standardisation of working practices and setting timescales for reports, while ensuring continued professional development is maintained for both **FCI's and VEs** across the region.
5. **6 x PC FCIs** at each force (3 week pattern, 2 officers per team), working days (7am x 3pm) and lates (3pm x 11pm) and each force providing 1 x FCI on call cover for their own force area between 11pm x 7am. Minimum cover will be 2 x FCIs on days and 2 x FCIs on lates across the region, with each force having at least 1 x FCI on duty each day.
6. **6 x Support Staff VEs** 2 at each location (Leicestershire via modernisation of FCI post) working mainly days Mon – Fri and providing a vehicle examination service for the region.

**NOTE:** During periods of reduced resourcing the on call period can be extended to 7am x 7am. On call expectation for FCIs is to attend their base station within an hour, and for SIO's either to be Essential Users or provided with a vehicle, so they can attend scenes directly after call out. It is anticipated that on call FCIs should be able to arrive at most scenes within 2 hours of first been called out.

**Resource Planning** – Leicestershire Police will take responsibility for providing a resource planning function, maintaining cover at a force and regional level and producing the on call rota.

## EMSCIU - Support requirements from each force

The EMSCIU requires the following support from the Host Force in the initial stages and for a period of up to 12 hours post collision.

Host Force support will always be required for 1) and 2) below. In relation to 3) below, a varying degree of support will be required, depending on the circumstances of the collision and whether it is during duty time or the On Call period 11pm x 7am. The support requirement will be greatest during the On Call period as only one SIO and FCI will be deployed.

The initial FLO deployment will be reviewed within the first 24 hours and where possible the FLO function will then be taken on by the EMSCIU.

- 1) **Scene Management** – (Identify/Secure/Protect) maintains the scene log and retains responsibility for scene management until it is released.
- 2) **Initial FLO deployment** – delivering the death message and carrying out early identification.
- 3) **Investigation – Initial & Fast Track Actions:**
  - Scene searches, Local Enquiries (H2H) within sight and sound of scene(s), CCTV trawl and early review of material recovered.
  - Initial Witness accounts – either noted or video/audio recorded or statemented.
  - Casualties (incl Suspects) – continuity to hospital (condition assessment), hospital drink/drug drive procedure, clothing recovery and obtaining of pre-transfusion blood.
  - Suspects – arrest and transport to custody suite, drink/drugs drive procedure, clothing recovery, intimate and non-intimate samples i.e. blood and physical examination for injuries, recording of significant statements/silences.
  - Seizure of mobile phones and other relevant evidence which does not form part of the collision scene examination.
  - Intelligence function and resources for tracing outstanding Suspects/Witnesses i.e. Non- Stop cases. Also to provide help in Identifying vulnerability and community impact issues.

**NOTE:** Host Force resources can either be Roads Policing or Basic Command Unit or a mixture of both.

## EMSCIU - Minimum Skill Requirements

### Unit Head (RP SIO)

At least of Inspector Rank or Support Staff equivalent (PIP2 and either, DIDP or IMSC or RP SIO). Expected to conduct Formal Reviews of cases per the RDIM so review experience and/or training is desirable.

### Roads Policing Senior Investigating Officer (RP SIO)

At least of Sergeant Rank or Support Staff equivalent (PIP2 and either, IMSC or RP SIO). If not already PIP2 working towards accreditation within 2 years of appointment.

**NOTE:** At least one RP SIO should be a **Family Liaison Coordinator FLO(C)**

### Investigating Officer (IO)

- Cat A & B Fatal Collisions (RDIM)  
Constable or Support Staff equivalent (PIP2 or working towards accreditation within 2 years of appointment)
- Cat C & D Fatal Collisions (RDIM)  
Constable or Support Staff equivalent (PIP1)

**NOTE:** IOs are expected to become a **Family Liaison Officer (FLO)**

### Family Liaison Officer (FLO)

Constable or Support Staff equivalent (PIP1 and either, Crime FLO or RP FLO)

### Forensic Collision Investigator (FCI) & Senior FCI

Constable or Support Staff equivalent, with one **Senior FCI** who ideally should be a supervisor; Sergeant Rank or Support Staff equivalent

- PIP1 & City & Guilds in *Police Forensic Collision Investigation* or equivalent OR working towards qualification within 2 years of appointment\*
- Vehicle Examination – unless separate function within unit – **see below**
- Surveying – Trained to use equipment, i.e. Total Station, GPS and/or 3D Laser Scanning and be able to produce scaled plans from the data
- Photography – Display through experience and/or training ability to use digital SLR cameras for stills photography, particularly at night time

**\* At least one FCI attending a scene must be fully City & Guilds qualified or equivalent**

### Vehicle Examiner (VE)

Constable or Support Staff equivalent

City & Guilds in *Motor Vehicle Inspection for Police Officers* or equivalent



# East Midlands Police Collaboration

Derbyshire Leicestershire Lincolnshire Northamptonshire Nottinghamshire

## EMCIU - Detective Sergeant RP SIO Duty Pattern

|         | MON                | TUE                | WED                | THU                | FRI                | SAT                                   | SUN               | HRS<br>between<br>RD's |
|---------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------------------------|-------------------|------------------------|
| 1 Leic  | 7am x 3pm          | 7am x 3pm          | 7am x 3pm          | 7am x 3pm          | RD                 | RD                                    | RD                | 48                     |
| 2 Derby | 2pm x 10pm         | CALL<br>2pm x 10pm | 1pm x 10pm         | 9am x 5pm          | 7am x 4pm          | RD                                    | RD                | 42                     |
| 3 Nott  | 7am x 3pm          | 7am x 3pm          | 2pm x 10pm         | 1pm x 10pm         | CALL<br>2pm x 10pm | 9am x 5pm                             | RD                | 49                     |
| 4 Leic  | RD                 | 1pm x 10pm         | CALL<br>2pm x 10pm | 10am x 6pm         | 7am x 4pm          | RD                                    | RD                | 33                     |
| 5 Derby | 7am x 4pm          | 7am x 4pm          | 7am x 4pm          | CALL<br>2pm x 10pm | 2pm x 10pm         | RD                                    | RD                | 43                     |
| 6 Nott  | CALL<br>1pm x 10pm | 2pm x 10pm         | 9am x 5pm          | RD                 | RD                 | CALL<br>8am x 4pm<br>or<br>2pm x 10pm | CALL<br>9am x 5pm | 25                     |
|         |                    |                    |                    |                    |                    |                                       | Total Hrs         | 240                    |

RP SIO On Call Period is 10pm x 7am, except for weekends when it is 7am x 7am Sat & Sun  
and at times of reduced cover it will be 3pm x 7am weekdays





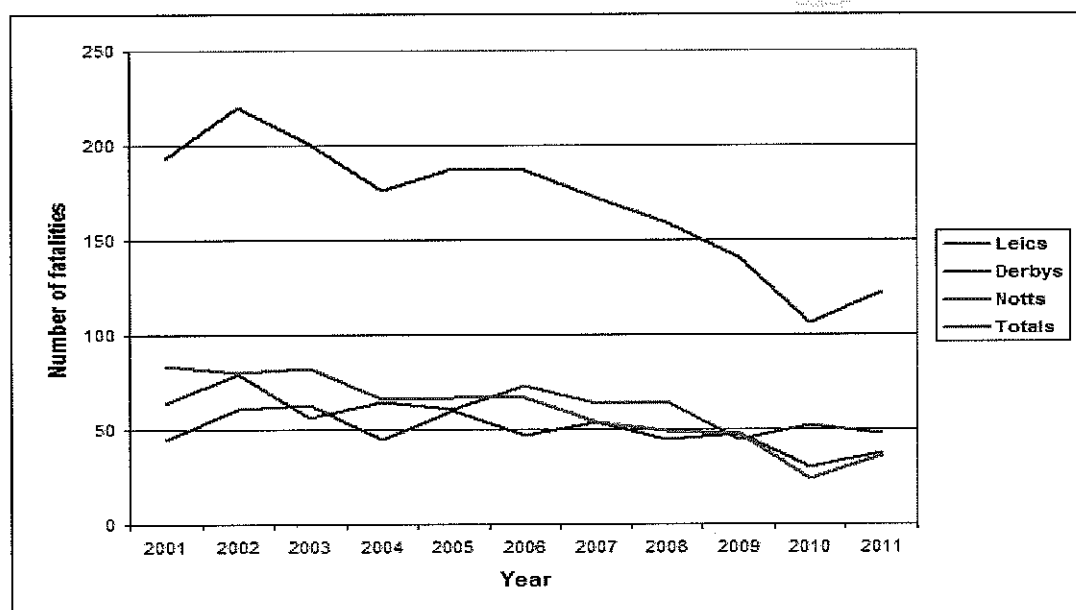
# East Midlands Police Collaboration

Derbyshire Leicestershire Lincolnshire Northamptonshire Nottinghamshire

## Appendix B

### Road Fatalities per Year by Force within the East Midlands Region

|        | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 |
|--------|------|------|------|------|------|------|------|------|------|------|------|
| Leics  | 64   | 79   | 56   | 65   | 61   | 73   | 64   | 65   | 45   | 52   | 48   |
| Derbys | 45   | 61   | 63   | 45   | 60   | 47   | 54   | 45   | 48   | 30   | 38   |
| Notts  | 84   | 80   | 82   | 66   | 67   | 67   | 54   | 49   | 48   | 24   | 36   |
| Totals | 193  | 220  | 201  | 176  | 188  | 187  | 172  | 159  | 141  | 106  | 122  |





## **PUBLIC ACCESS TO MEETINGS AND INFORMATION ABOUT MEETINGS**

### **INTRODUCTION**

The Commissioner is committed to the principles of openness and accountability and encourages the public to attend meetings and take an active interest in matters that affect them. The Commissioner is committed to making available agendas, minutes and reports for public inspection as far as possible.

### **REPORTS**

1. Meeting reports and discussion documents will normally be available to the public 5 clear working days before the meeting. However if non-public or confidential information is required to enable a proper decision to be taken, it will be placed in an appendix to the report. **The terms 'non-public' and 'confidential' are explained below.**
2. Reports which include non-public information will set out the reason it has not been made not available in the body of the report and explain why it is not in the public interest to make that information available at that time.
3. On rare occasions it may be necessary for a whole report to be non-public or confidential and not publicly available due to the nature of the information it contains.

### **MEETINGS**

Members of the public will be excluded when non-public or confidential information is discussed.

### **PUBLIC ACCESS TO DOCUMENTS AFTER THE MEETING**

Copies of meeting documents and decision records will be made publicly available unless they relate to non-public or confidential information.

## WHAT IS NON-PUBLIC AND CONFIDENTIAL INFORMATION?

### Non-public Information

4. Information can be **non-public** if it falls within one of the categories listed below and the public interest in not making it available outweighs the public interest in disclosing the information.

|   |
|---|
| 1. Information relating to any individual, such as names, addresses, telephone numbers, or job titles   |
| 2. Information which is likely to reveal the identity of an individual, such as names, addresses, telephone numbers, or job titles  |
| 3. Information relating to the financial or business affairs of individuals or organisations (including the Police Force and the Police and Crime Commissioner). This could include contemplated as well as past or current activities. |
| 4. Information relating to any consultations or negotiations on employee relations  |
| 5. Information to which legal professional privilege applies  |
| 6. Information which discloses the Commissioner's intention to issue a formal legal notice or make a formal legal order or direction  |
| 7. Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime   |

5. Information which may be considered sensitive, for example because it reveals poor performance, is related to a contentious issue or might cause reputational damage, will be published unless it falls under one of the categories listed above.

6. A document marked 'restricted' or 'confidential' will not automatically be considered non-public; the content must in the opinion of the Police and Crime Commissioner's Monitoring Officer (the Chief Executive) fall under one of the categories above.

7. Information must be published if it is required by law to be publicly available.

### **Confidential Information**

8. **Confidential** information is defined as: -

- a. information given to the Commissioner or the Chief Constable by a Government Department on terms which do not permit its public disclosure
- b. information which cannot be publicly disclosed by virtue of any enactment or by Court Order.
- c. Information which in the view of the Chief Constable it would be against the interests of national security to publicly disclose, or might jeopardise anyone's safety or might prejudice the prevention or detection of crime if disclosed.

9. If information is **confidential** there is no requirement for public interest considerations to be set out. This is different to 'non-public information' where the public interest always needs to be taken into account.

### **THE FREEDOM OF INFORMATION ACT**

10. Any request for non-public and confidential information will be considered under the provisions of the Freedom of Information Act.

