

PFCC Decision Report

Please ensure all sections below are completed

Report reference number: 135/19

Classification: OFFICIAL

Title of report:

Police Force and Policing Body Collaborative Service Agreement for the Provision of a Regional Disaster Victim Identification Co-Ordinator

Area of county / stakeholders affected:

Whole of Essex plus Bedfordshire, Norfolk, Cambridgeshire, Hertfordshire and Suffolk

Report by: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

Date of report: 3 September 2019

Enquiries to: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

1. Purpose of the report

The purpose of this report is to seek the Commissioner's approval to enter into a Collaborative Service Agreement for the Provision of a Regional Disaster Victim Identification Co-Ordinator.

2. Recommendations

That the Police, Fire and Crime Commissioner for Essex signs up to the Collaborative Service Agreement attached at Appendix 1.

3. Benefits of the proposal

The objective of the Agreement is to provide an effective and efficient collaborative approach to Disaster Victim identification (DVI) that meets all force and policing body needs as well as regional and national requirements, including those set out in the Strategic Policing Requirement. The benefits identified include:

- Increased resilience and flexibility in the use of highly skilled specialist staff;
- Reduction in duplication of roles and resources, and
- Enhanced capability and capacity.

4. Background and proposal

Disaster Victim Identification (DVI) is the internationally accepted term to describe the process and procedures used to recover, identify and repatriate deceased people following a mass fatality incident. Collaborative DVI arrangements already exist across the region, through the provision of a regional DVI capability managed by a Regional DVI Coordinator. Following the transfer of the force lead from Suffolk to Bedfordshire Constabulary, there is a need to refresh the current Section 22 agreement governing these arrangements.

The Agreement attached at Appendix 1 covers the period between 1 April 2017 and 31 March 2022. It is important to note that the Agreement can be cancelled prior to 31 March 2022 with the agreement of all Parties. No single Party can withdraw from the Agreement prior to this date other than with the agreement of all Parties.

5. Alternative options considered and rejected

The Commissioner could chose not to sign up to this Collaborative Service Agreement. This is not recommended, as this would run counter to the Commissioner's statutory duties with regard to collaboration and the wider national drive for greater collaboration across police forces and policing bodies. It is important to note that, if it appears to the Secretary of State that any police functions can more efficiently or effectively be discharged by two or more police forces acting jointly, or that any premises, equipment or other materials or facilities can with advantage be provided jointly for two or more police forces, s/he may, after considering any representations made by the parties concerned, direct those parties to enter into a collaboration agreement under those provisions as may be specified in the direction.

6. Police and Crime Plan

Commissioners and Chief Constables within the Eastern Region have agreed to work together to maximise the efficiency of identified areas for collaboration in order to protect front line operational resources and optimise the delivery of each county's Police and Crime Plan.

7. Police operational implications

There are no operational implications for Essex Police arising directly from this decision. The Memorandum of Understanding attached to the Collaborative Service Agreement at Appendix D sets out the operating procedures to be followed by all forces in the event of a mass fatality incident.

8. Financial implications

Savings and costs associated with staff, officers, on-costs and non-pay expenditure which provide for the running of the function, and which have been agreed as part of the shared budgetary arrangements determined by the Chief Constables, will be apportioned based on the Net Revenue Expenditure (NRE) of each force in any given year. The same ratio will be applied to any under- or over-spend on the annual budget.

The six participating policing bodies will be advised annually of the resourcing requirements (including any savings and their proposed reinvestment) for the function in order that they are able to consider these requirements when determining their annual budgets.

9. Legal implications

Under Sections 22A and 23 of the Police Act 1996 (as amended by the Policing and Crime Act 2017), Chief Constables and Commissioners may enter into collaboration agreements relating to:

- The discharge of functions of the members of the Chief Constables' forces ("force collaboration provision") and / or
- The provision of support (e.g. the provision of premises, equipment, staff, services and / or facilities) by a policing body for a police force which another policing body is responsible for maintaining ("policing body and force collaboration provision")

provided that:

- The Chief Constables believe that such an agreement is in the interests of the efficiency and effectiveness of one or more police forces, and
- The Commissioners believe that the agreement is in the interests of the efficiency and effectiveness of one or more policing bodies or police forces.

The Agreement attached at Appendix 1 includes both force collaboration provision and policing body and force collaboration provision.

10. Staffing implications

There are no direct staffing implications for the PFCC arising out of this decision.

The Regional DVI Coordinator will report to and will be under the day to day direction and control of the designated Chief Officer Lead for the region. The function will have an agreed establishment of one member of staff unless agreed otherwise by the Parties, to be filled from forces within the region. Existing staff and police officers who work within the function shall continue as employees and officers of the original employing policing body / Chief Constable irrespective of their place of work. On termination of the Agreement, police officers and staff within the function will return to their home force.

11. Equality and Diversity implications

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

12. Risks

There are no immediate risks associated with this decision.

The risk that, should the Commissioner not sign up to the Agreement, the Secretary of State may direct the Commissioner and / or the Chief Constable to enter into either this or an alternative collaboration agreement are set out in Section 5 above.

13. Governance Boards

Sections 22 and 23 along with Appendices A – D of the attached Agreement set out the governance arrangements in respect of the regional DVI arrangements. The Eastern Region Alliance Summit is an especially important vehicle in terms of Commissioners' oversight of the Agreement.

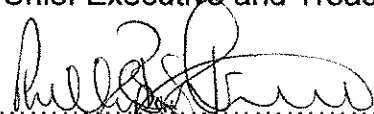
14. Background papers

Appendix 1 – Police Force and Policing Body Collaborative Service Agreement for the Provision of a Regional Disaster Victim Identification Co-Ordinator

Report Approval

The report will be signed off by the OPFCC Chief Executive and Treasurer prior to review and sign off by the PFCC / DPFCC.

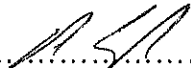
Chief Executive / M.O.

Sign: 

Print: P. Grant-Breenwood

Date: 3 SEPTEMBER 2019

Chief Finance Officer / Treasurer

Sign: 

Print: ABBEY G-9-1

Date: 12/9/19

Publication

Is the report for publication?

YES
NO

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

.. DECISION REPORT TO BE PUBLISHED .. APPENDIX NOT TO BE PUBLISHED -
SEE BELOW

If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

Redaction

If the report is for publication, is redaction required:

1. Of Decision Sheet? YES NO
2. Of Appendix? YES NO

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

Appendix not to be published as restricted

Date redaction carried out:

Treasurer / Chief Executive Sign Off – for Redactions only

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

Sign:

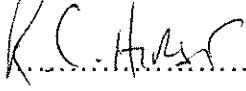
Print:

Chief Executive/Treasurer

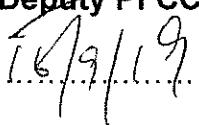
Decision and Final Sign Off

I agree the recommendations to this report:

Sign: 

Print: 

PFCC/Deputy PFCC

Date signed: 

I do not agree the recommendations to this report because:

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

Sign:

Print:

PFCC/Deputy PFCC

Date signed:

