

PFCC Decision Report

Report reference number: 125/2020

Classification: Not protectively marked

Title of report:
Forensic Collision Investigation Network (FCIN) Section 22A Collaboration Agreement

Area of county / stakeholders affected: Countywide

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

Date of report: 19 October 2020

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

1. Purpose of the report

The purpose of this report is to recommend that the Police, Fire and Crime Commissioner (PFCC) signs up to the Forensic Collision Investigation Network (FCIN) Section 22A Collaboration Agreement attached at Appendix 1.

2. Recommendations

That the Police, Fire and Crime Commissioner (PFCC) signs up to the Forensic Collision Investigation Network (FCIN) Section 22A Collaboration Agreement attached at Appendix 1.

3. Benefits of the proposal

The Forensic Science Regulator (FSR) directed in 2012 that all police forces' forensic collision investigation functions must be compliant with the FSR's Code of Practice and Conduct and with the ISO 17020 standard. The deadline for compliance is currently October 2021, with forces that are collaborating in the Forensic Collision Investigation Network (FCIN) having been granted a further year's extension to the deadline until October 2022.

At the National Police Chiefs Council (NPCC) meeting in July 2019, all police forces gave a commitment to support the FCIN as the mechanism to develop scientific methods centrally and to realise a programme to bring the specialism into a single network of best

practice to facilitate compliance. The Section 22A Collaboration Agreement attached for approval at Appendix 1 formally establishes the FCIN, which is now ready to become the first ever Forensic Collision Investigation service to be accredited by the FSR.

The Network will facilitate the accreditation process for all its members and provide efficiency in defining and carrying out scientific methods and testing. The responsibilities and aims of the FCIN are:

- For all forces in England and Wales to achieve UKAS accreditation by October 2022 and thereafter to maintain UKAS accreditation;
- To continue to seek opportunities to improve the efficiency and effectiveness of the provision of forensic collision investigation practices for and on behalf of collaborating forces, and
- Anything which could be considered incidental or ancillary to the aforementioned aims.

Combining efforts into a single scientifically focused group is considered to be in the interests of the efficiency and effectiveness of the collaborating parties, with new operating procedures supported by strongly evidenced and tested scientific methods. The benefits already observed and anticipated include:

- Centrally managing the preparation and implementation of accreditations for all forces, negating the need for local project effort and providing consistent support to individual forces and collaborations
- Accreditation expertise held centrally and lessons applied to all, thereby avoiding UKAS revisits for known errors
- Reduction in the effort required to produce UKAS required documentation, along with an increase in the quality of this material, by providing a single Quality Manual and set of policies and procedures
- Single negotiation with UKAS on cost, including cost reductions for forces as a result of bundled applications
- Collaborative working with external experts in associated disciplines such as fire and rescue, road and transport services
- Dedicated expert support to bring forces up to the same standards and to work with forces' Forensic Collision Investigation teams on a daily basis
- Engagement and collaboration with academia in this scientific discipline
- Devising new equipment to undertake testing where there are no existing products
- Procuring and maintaining significant numbers of technical assets that are required for validation testing, competency testing and scene witnessing
- Producing national asset frameworks for assets that forces require but that need to meet regulated specifications
- Brokering reduced rates for sites and assets such as tyres
- Stimulation of innovation with suppliers to build new assets to support scientific methods
- Brokering an apprenticeship levy of £27k per person
- Organising the delivery of CSofS organised training programmes to meet the qualification standards for all forces
- Access to a significant user network of skills for individual coaching support
- Gaining investment from the Department for Transport in applications and hardware to support case management for the network

- Working with Highways England to develop a new test facility at Cranfield University worth £271k with no build cost for the police and future reduction of other site costs
- Allowing partners to speak with a single voice at a national level to develop thinking on new matters, e.g. drone photogrammetry, autonomous vehicles, electric vehicles etc.
- Running a peer review process to comply with UKAS requirements for independent oversight of the operational processes
- Carrying out extensive validation of activities of use to the wider forensic and policing context, such as laser scanning within crime surveying departments and CCTV usage

4. Background and proposal

The business case for the FCIN was developed in July 2019. Following the commitment made by forces at the NPCC meeting of the same month, the Network has been created, the science built, and the operating model defined. This now places collaborating parties in a position to formalise the collaboration and the host force arrangements legally. Signature by the collaborating parties of the Section 22a Collaboration Agreement attached for approval at Appendix 1 constitutes the final element that brings the FCIN into being.

The standard template for such agreements developed by the Association of Policing and Crime Chief Executives (APACE) has been used, with some additional provisions made to cover the single legal entity accreditation requirements. The document proposed for adoption responds to feedback received from police forces and PCCs across England and Wales during an initial phase of consultation undertaken in May 2020 and in response to a further draft circulated in August 2020. As a result of this feedback, representation of all force areas in the governance and decision-making structures has been enhanced and there is now greater transparency with regard to where costs are still being developed than was evident in previous drafts.

The specific responsibilities of the PCCs that sign up are detailed in clauses 3.1 to 3.2 of the agreement. Signatories agree that the position of the policing bodies on any matters set out in clause 3.2 shall be the position adopted by the majority of the policing bodies that reply within the notified reasonable time period to the relevant process for obtaining an approval.

Subject to any obligations and requirements of the Police Act 1996, as amended by the Police Reform and Social Responsibility Act 2011 (including but not limited to any direction by the Secretary of State), signatories to the agreement agree that:

- If a Chief Constable or a PCC wishes to withdraw from the agreement, then their respective PCC or Chief Constable shall also withdraw from the agreement, and
- If a Chief Constable and PCC agree to withdraw from this agreement, they may do so by the PCC giving not less than 12 months' written notice to expire on 31 March in the relevant financial year.

The consequences of withdrawal are set out in section 25 of the agreement.

The PFCC is requested to sign and return the agreement to North Wales Police (as the lead force) by 3 November 2020.

5. Alternative options considered and rejected

The PFCC could chose not to sign up to the section 22A collaboration agreement attached at Appendix 1, however in doing so would pass up the opportunity to realise the benefits of the collaboration set out in section 3 above.

6. Police and Crime Plan

This networked approach to forensic collision investigation contributes to the strategic priority to reduce the number of people killed and seriously injured on our roads and, where such incidents do occur, to the commitment to delivering the best possible service to victims and their families.

7. Police operational implications

By signing the agreement, PCCs agree to provide financial resources and support to the FCIN including, but not limited to, premises, equipment, fleet, staff, services and facilities in accordance with the terms and conditions of the agreement, whilst Chief Constables agree to provide the officers, staff, equipment and support necessary to give effect to the agreement.

8. Financial implications

The funding position, financial contributions, resource contributions and apportionment ratio are set out in Clause 8 and Schedule 2 of the agreement. The host force expects to operate to a balanced budget of £2,070,878 in the current financial year (Year 1). The total estimated budget for 2021/22 (Year 2) is £3,288,195 and for 2022/23 (Year 3) is £2,659,294. These figures reflect changes to pension calculations, the total (staff and non-staff) costs of the operation to the host force, and temporary provisions for programme delivery. The apportionment ratio for each financial year is based on the net revenue expenditure of each force, making Essex's share £50,208.82 in 2020/21, £79,822.32 in 2021/22 and £64,555.49 in 2022/23.

The costs with less certainty relate mainly to IT solutions and the requirement of the ISO 17020 standard to have a single unified system across the network. Reasonable provision has been made at this stage for the costs of IT and a financial contingency has been included in the estimated budgets for 2021/22 and 2022/23 to reflect the uncertainty in ICT costings as well as the wider elements of the programme. However, these costs remain subject to change as solutions emerge. Any change to the current cost provision will be consulted on and agreed as per the governance arrangements described in the agreement.

Signatories to the agreement agree that the FCIN shall operate under the financial procedures of the lead policing body.

9. Legal implications

The Chief Constables and PCCs wish to enter into this collaboration agreement pursuant to section 22A of the Police Act 1996, as amended by the Police Reform and Social Responsibility Act 2011, relating to:

- Discharge of functions of members of a police force (“force collaboration provision”);
- Support by a policing body for another policing body (“policing body collaboration provision”), and
- Support by a policing body for a police force which another policing body is responsible for maintaining (“policing body and force collaboration provision”).

APACE’s Governance and Legal Network has been consulted throughout the drafting of the agreement and concerns it raised in relation to previous drafts, particularly concerning the delegation of statutory responsibilities by the policing bodies, have been responded to in the final version attached for approval at Appendix 1. This final draft therefore secures the appropriate governance role of PCCs within the collaboration.

Each signatory commits to comply with applicable law in its performance of its obligations under the agreement.

10. Staffing implications

There are no staffing implications arising directly for the PFCC. The staff of the FCIN Management Team will be employed by the Chief Constable or PCC for the lead force. The lead Chief Constable may approve changes to the staff of the FCIN Management Team provided that such changes do not constitute a significant alteration to the number, structure or terms and conditions of those staff. Any significant alteration shall require the approval of the PCCs. The lead policing body will also be responsible for procuring all necessary back and middle office services required by the FCIN, including human resources, finance, ICT, procurement and legal services.

As set out above, the benefits of the FCIN already observed and anticipated include:

- Brokering an apprenticeship levy of £27k per person
- Organising the delivery of CSoFS organised training programmes to meet the qualification standards for all forces
- Access to a significant user network of skills for individual coaching support

11. Equality and Diversity implications

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

12. Risks

The FCIN is not a legal entity in its own right, so cannot assume any liabilities arising from the agreement. One of the general principles of the agreement is therefore that each party will share fairly the benefits, risks and liabilities of the collaboration. Consequently, any costs, expenses or other liabilities associated with the FCIN will rest with the collaborating parties and be shared in accordance with the funding principles set out in Schedule 2 to the agreement.

13. Governance Boards

As referenced in section 4 above, all police forces gave a commitment to support the FCIN at the NPCC meeting in July 2019.

The proposal set out within this report was discussed at the Performance Meeting between the PFCC and the Chief Constable on 3 September 2020. The Chief Constable confirmed that the agreement has been considered by Essex Police's Chief Officer Group, and that he is content to sign it on behalf of the force.

In terms of the governance of the agreement itself, PCCs can be represented at the FCIN Management Board either through the Association of Police and Crime Commissioners' (APCC's) national Forensic Collision Investigation lead, or by attending in person for consideration of a certain matter. The right to consult across all forces and PCCs has also been incorporated into the agreement in order to ensure that any service decisions that affect the cost position for forces are subject to the appropriate level and breadth of consultation. Further detail is provided in clause 3 and Schedule 4 of the agreement.

14. Background papers

Appendix 1 – FCIN Collaboration Agreement 14 October 2020

Report Approval

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

Chief Executive / M.O.

Sign: 

Print: P. Brent-Isherwood

Date: 19 October 2020

Chief Finance Officer / Treasurer

Sign: 

Print: Elizabeth Helm

Date: 21 October 2020

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)

The Appendix is not to be published on the grounds that it could undermine operational tactics

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:

The Appendix is not to be published on the grounds that it could undermine operational tactics

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:

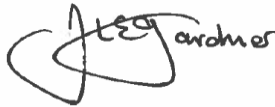
Print:

Chief Executive/Treasurer

Decision and Final Sign Off

I agree the recommendations to this report:

Sign:



Print: Jane Gardner

Deputy PFCC

Date signed: 21 October 2020

I do not agree the recommendations to this report because:

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Sign:

Print:

PFCC/Deputy PFCC