

PFCC Decision Report

Report reference number: 082/2021
Classification: Not protectively marked
Title of report: Variation to the Vehicle Recovery, Disposal and Managed Service Contract
Area of county / stakeholders affected: Countywide
Report by: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer) Date of report: 20 May 2021 Enquiries to: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

1. Purpose of the report

This report seeks to vary the existing vehicle recovery, disposal and managed service contract with Automobile Association Developments Limited (AADL) to incorporate the requirements of the General Data Protection Regulation (GDPR) into the Data Protection clause.

2. Recommendations

That the Police, Fire and Crime Commissioner (PFCC) for Essex agrees to vary the existing vehicle recovery, disposal and managed service contract with Automobile Association Developments Limited (AADL) to incorporate the requirements of the General Data Protection Regulation (GDPR) into the Data Protection clause, by signing the contract variation form attached at Appendix 1.

3. Benefits of the proposal

As set out in sections 5 and 9 below, the recommended change is required in order to bring the contract in line with current data processing requirements.

4. Background and proposal

The framework under which the agreement operates is led by Surrey and Sussex. Essex completed an access agreement to utilise the framework in 2017. The contract commenced on 1 June 2018 and runs until 31 May 2021, with an option to extend by two further periods of 12 months each.

5. Alternative options considered and rejected

Theoretically, the PFCC has the option not to approve the variation to the contract detailed in Appendix 1. This course of action is not recommended because, as set out in sections 3 above and 9 below, the recommended change is required in order to bring the contract in line with current data processing requirements. Failure to do so could amount to a breach of data protection regulations, resulting either in a fine and / or reputational damage to the PFCC and / or the Essex Police force.

6. Police and Crime Plan

The contract contributes to the commitments in the Police and Crime Plan to:

- Use roads policing to target people and vehicles who cause harm to our communities, through automatic number plate recognition (ANPR), other intelligence gathering and disruption activities, and to
- Undertake targeted, preventative operations to make it harder for criminals to use our road network to commit crime.

7. Police operational implications

There are no operational implications of the proposal to Essex Police.

8. Financial implications

The contract attracts an annual sum payable by AADL to the force of £143,000. In addition to the annual fee, the force receives disposal and auction fees which vary due to demand pricing but bring the contract in excess of £1 million in total.

The proposed change is made in consideration of the sum of £1 paid by each party to the other, receipt of which is acknowledged in the contract variation form attached at Appendix 1.

9. Legal implications

As set out at section 1 above, this report seeks to vary the existing vehicle recovery, disposal and managed service contract with Automobile Association Developments Limited (AADL) to incorporate the requirements of the General Data Protection Regulation (GDPR) into the Data Protection clause. This change is required in order to bring the contract in line with current data processing requirements. Failure to do so could amount to a breach of data protection regulations, resulting either in a fine and / or reputational damage to the PFCC and / or the Essex Police force.

10. Staffing implications

There are no staffing implications arising from this decision report.

11. Equality and Diversity implications

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

12. Risks

As set out in sections 5 and 9 above, refusal to approve the recommended variation could amount to a breach of data protection regulations, resulting either in a fine and / or reputational damage to the PFCC and / or the Essex Police force.

13. Governance Boards

This proposal has not been considered by any of the PFCC's governance boards but has been through the governance process operated by the Seven Force Procurement Team.

14. Background papers

Appendix 1 – Contract Variation Form No. 1

Appendix 2 – Request for Contract Signing and / or Sealing

Report Approval

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

Chief Executive / M.O.

Sign:



Print: P. Brent-Isherwood

Date: 21 May 2021

Chief Finance Officer

Sign: .....

Print: Julia Berry.....

Date: 25 May 2021.....

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)

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.....None.....

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

2. Of Appendix?

YES

NO

NO

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

.....
.....N/A.....

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:

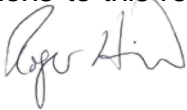
Print:

Chief Executive/Treasurer

Date signed:

Decision and Final Sign Off

I agree the recommendations to this report:

Sign: 

Print: ROGER HIRST

PFCC

Date signed: 30 June 2021

I do not agree the recommendations to this report because:

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Sign:

Print:

PFCC/Deputy PFCC

Date signed: