

PFCC Decision Report

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| Report reference number: 079-23 |
| Classification: Not protectively marked |
| Title of report: National Collaboration Agreement in relation to the Forensic Collision Investigation Network (FCIN) |
| Area of county / stakeholders affected: Countywide |
| Report by: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer) Chief Officer: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer) Date of report: 17 May 2023 Enquiries to: Pippa Brent-Isherwood (Chief Executive and Monitoring Officer) |

1. Executive Summary

The Forensic Collision Investigation Network (FCIN) is seeking agreement to the amended national collaboration agreement attached at Appendix 1.

2. Recommendations

That the PFCC executes and returns the amended national collaboration agreement attached at Appendix 1.

3. Background to the Proposal

The FCIN, hosted by North Wales Police, supports forces to meet the requirements of forensic collision investigations and achieve accreditation. It underwent a preliminary inspection by the United Kingdom Accreditation Service (UKAS) in 2021 which prompted the development of a new target operating model. Alterations to the model

require amendments to the national collaboration agreement, to enable the delivery of a better support offer to forces and PCCs seeking accreditation.

4. Proposal and Associated Benefits

The FCIN works to ensure that forensic collision investigation work complies with certain quality standards by providing scientifically accurate and reliable evidence in the investigation of fatal and serious road traffic accidents. The full aims of the network are described in Schedule 1 to the attached agreement.

The principal benefit of being a member of the FCIN is the work undertaken to achieve UKAS accreditation. The experience of the FCIN team to date is that undertaking this work in individual forces would be incredibly difficult as well as being cost and resource intensive, with high risk to the end user. The challenges posed and the means through which these can be mitigated through the centralised accreditation of police-delivered forensic services include:

- There is a national shortage of safe and suitable facilities to undertake validation testing and method witnessing of such road-based activity. The FCIN has sourced funding to provide a purpose-built facility and will continue to work with partner agencies to develop additional options.
- There is a very small pool of UKAS assessors available, requiring complex scheduling and negotiation to meet the needs of all forces. The FCIN will undertake this on behalf of forces and manage the entire accreditation process from start to finish.
- Extensive work is required to write, set up, test and evaluate competency. This is resource intensive and has already identified gaps in FCI capability nationally. The FCIN has dedicated resources and a team of trained assessors to manage the entire process and the associated outcomes.
- “Scene witnessing” by UKAS cannot be facilitated in an operational setting. Initial attempts to utilise a local facility (understood not to be in Essex) resulted in a health and safety near miss being reported by UKAS. As an alternative, the FCIN will set up and manage realistic “scenes” at its facility for UKAS to attend in a safe and controlled manner, thereby reducing the risks to personnel as well as the cost and resource demands on individual forces.
- There are knowledge gaps across the forensic community in relation to the Forensic Science Regulator’s (FSR’s) codes and the ISO standard, the rules relating to expert witnesses and the application of collision investigation to formulate reconstructions. The FCIN is developing a range of online training packages that will be available to every FCI in England and Wales to cover these gaps.

As set out in section 3 above, alterations to the target operating model, and consequently to the national collaboration agreement, are intended to enable the delivery of a better support offer to forces and PCCs seeking accreditation.

If approved, the agreement will take effect on the stated effective date and continue in force until terminated in accordance with its provisions. The agreement may be terminated at any time by majority agreement of the parties to it. The Secretary of

State may also terminate either the entire agreement or terms of it, either with immediate effect or at the end of a specified period.

The nature of the FCIN is such that there is a significant interdependency between the obligations of PCCs and those of their Chief Officers. As such, if a Chief Constable or PCC wishes to withdraw from the agreement, then their respective PCC or Chief Constable must also withdraw from it. If they agree to withdraw, they may do so by giving no less than 12 months' written notice, to expire on 31 March in the relevant financial year, to the Management Board and to the other parties to the agreement.

The parties to the agreement may review it on an annual basis or as determined by the PCCs. Variations to the agreement shall also be made where directed by the Secretary of State under section 23G(4) of the Police Act 1996 (as amended by the Police Reform and Social Responsibility Act 2011).

5. Options Analysis

The PFCC could chose not to sign up to the amended national collaboration agreement, and so withdraw from its membership of the FCIN. This option is not recommended as it would require Essex Police to achieve and maintain UKAS accreditation of its forensic capabilities utilising only its own resources, thus incurring the risks and resource implications set out in section 4 above.

6. Consultation and Engagement

The national collaboration agreement proposed for approval at Appendix 1 is based on the template developed by the Association of Policing and Crime Chief Executives. Its content has been consulted on with PCCs, Chief Constables and members of the forensic community.

The FCIN engages with the Forensic Science Regulator and UKAS on behalf of forces.

7. Strategic Links

The FCIN's ambition is to reduce death and serious injury on our roads by accurately understanding the true causation factors of collisions. This is in keeping with the priority within the Police and Crime Plan to improve safety on our roads, with a view to reducing the number of people killed and seriously injured on Essex roads.

8. Police operational implications

For the agreement to be binding on the Essex Police force, it must be signed by both the Chief Constable and the PFCC (or their respective authorised delegates). The National Collaboration Agreement attached at Appendix 1 has already been reviewed and approved by the Chief Constable for Essex.

Nothing in the agreement is to be construed as interfering with the operational independence of the Chief Constable enshrined within the Policing Protocol Order 2011.

9. Financial implications

The parties to the agreement believe that the maintenance of the FCIN would be in the interests of the efficiency and effectiveness of one or more policing bodies or police forces.

The proposed annual budget to cover all staffing and running costs of the FCIN will be submitted to the PCCs for approval in its Annual Report. The budget may be resourced either through external funding or financial contributions however, at the commencement of the agreement, there is no external funding identified.

One of the general principles of the agreement is that each party will share fairly the benefits, risks and liabilities of the collaboration. In giving effect to the agreement:

- The 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 of the agreement, and
- Chief Constables agree to cooperate with the FCIN and to provide the officers, staff, equipment and support necessary to give effect to the agreement.

The apportionment ratio (the proportion of any financial amounts to be paid) for each force area is based on the net revenue expenditure (NRE) model (subject to amendment according to the number of parties to the agreement). Essex's anticipated apportionment ratio for 2023/24 is 2.45%, which equates to £67,578. The apportionment ratio and cost implications for Essex in the three previous financial years are set out below for comparison:

| 2020/21 % | 2020/21 £ | 2021/22 % | 2021/22 £ | 2022/23 % | 2023/24 £ |
|-----------|------------|-----------|------------|-----------|------------|
| 2.42% | £50,208.82 | 2.43% | £79,822.32 | 2.43% | £64,555.49 |

The financial arrangements for the FCIN will be overseen by the Lead Policing Body, with scrutiny exercised by the remaining policing bodies, the Management Board and any external auditors. Financial compliance of the FCIN shall operate under the financial procedures of the Lead Policing Body.

10. Legal implications

The Chief Constables and PCCs will enter into the National Collaboration Agreement attached at Appendix 1 pursuant to section 22A of the Police Act 1996 (as amended by the Police Reform and Social Responsibility Act 2011). It contains provisions relating to:

- The discharge of functions of members of the police force ("force collaboration provision"),
- The support of a policing body by another policing body ("policing body collaboration provision"), and
- Support by a local policing body for the police force which another local policing body is responsible for maintaining ("policing body and force collaboration provision").

The agreement sets out the arrangements for the discharge of the PFCC's functions under this collaboration and will be binding on them from the date of signature.

In entering into this agreement, the parties to it are cognisant of their rights and responsibilities under the Police Reform and Social Responsibility Act 2011 and that, under section 18 of the Act, PCCs are unable to delegate their functions to chief officers, other PCCs, or the Police Constables or staff of either chief officers or other PCCs.

11. Staffing implications

There are no direct staffing implications for the PFCC arising from this decision as the day-to-day management and delivery of the FCIN will be carried out by the FCIN Management Team and other support services resourced by the lead force. All staff within the FCIN Management Team will be employed or engaged by the lead police force or policing body. Any change to the staffing which would constitute a significant alteration to the number of staff, structure or terms and conditions of the FCIN Management Team will require the approval of the policing bodies that are party to the agreement.

12. Equality, Diversity and Inclusion implications

The FCIN Management Board is responsible for monitoring ethical and equality standards within the Network.

13. Risks and Mitigations

The FCIN is not a legal entity in its own right, so liability cannot attach to it. The parties therefore agree that any loss, claim, cost, liability or expense suffered or incurred by any party as a result of the operation of the FCIN and the terms of the agreement are to be shared by the parties in accordance with the agreed apportionment ratio, unless and to the extent that alternative arrangements are agreed between the parties.

The risks associated with achieving accreditation, and the means through which the FCIN mitigates these, are touched upon in section 4 above.

14. Governance Boards

The parties to the collaboration agree that there should be a Management Board for the FCIN, which will meet quarterly. The Terms of Reference for this Board are set out at Schedule 4 to the attached agreement. The FCIN Management Board is chaired by its SRO, DCC Richard Debicki of North Wales Police.

The FCIN will report into the National Police Chiefs Council through the Roads Policing Portfolio and also into the Association of Police and Crime Commissioners. The FCIN Management Board will produce an Annual Report and Delivery Plan and provide copies of these documents to the PCCs and Chief Constables.

15. Links to Future Plans

The FCIN is a constantly evolving entity. Each scope of accreditation will require extensive planning, devising, testing and assessment, requiring continuous growth and change.

16. Background Papers and Appendices

Appendix 1 – National Collaboration Agreement in relation to the Forensic Collision Investigation Network

Report Approval

The report will be signed off by the PFCC's 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: 24 May 2023

Chief Finance Officer

Sign: 

Print: Janet Perry

Date: 06 June 2023

Publication

Is the report for publication?

| | |
|-----|-------------------------------------|
| YES | <input checked="" type="checkbox"/> |
| NO | <input type="checkbox"/> |

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

Subject to redaction, as detailed 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 | <input type="checkbox"/> | 2. Of Appendix? | YES | <input checked="" type="checkbox"/> |
| | NO | <input checked="" type="checkbox"/> | | NO | <input type="checkbox"/> |

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

Appendix 1 is not to be published on the grounds that this could undermine operational tactics.

Date redaction carried out:

Chief Finance Officer / 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 / Chief Finance Officer

Decision and Final Sign Off

I agree the recommendations to this report:

Sign:

Print:

[Handwritten signature]
R.C. Hirst

PFCC/Deputy PFCC

Date signed:

8 June 2023

I do not agree the recommendations to this report because:

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.....
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Sign:

Print:

PFCC/Deputy PFCC

Date signed: