

**POLICE AND CRIME COMMISSIONER (PCC) FOR LINCOLNSHIRE
REQUEST FOR DECISION**

REF: 029/2020


DATE: 3 November 2020

**NATIONAL COLLABORATION AGREEMENT IN RELATION TO THE
FORENSIC COLLISION INVESTIGATION NETWORK (FCIN)**

REPORT BY	ASSISTANT CHIEF CONSTABLE
CONTACT OFFICER	C/Supt Nikki Mayo, Head of Central Ops
EXECUTIVE SUMMARY AND PURPOSE OF REPORT The Forensic Collision Investigation Network (FCIN) provides services to enable a "Participating Force" to obtain UKAS Accreditation for forensic collision investigations (whereupon they become a "Full Member Force").	
RECOMMENDATION	<i>That the Police and Crime Commissioner approves the signing of the Collaboration Agreement in respect of the Forensic Collision Investigation Network</i>

POLICE AND CRIME COMMISSIONER FOR LINCOLNSHIRE

I hereby approve the recommendation above, having considered the content of this report.


Signature: **Date: 3 November 2020**

A. NON-CONFIDENTIAL FACTS AND ADVICE TO THE PCC

A1. INTRODUCTION AND BACKGROUND

1. The parties to the agreement are PCCs and Chief Constables of all forces in England and Wales.
2. The overarching aims of the collaboration agreement are:
 - 2.1 That all forces in England and Wales achieve UKAS accreditation by October 2022 and thereafter maintain UKAS accreditation for Participating Forces and Full Member Forces. To this end, the Host Force (North Wales Police) will seek UKAS accreditation of its own forensic capabilities, set up an FCIN Management Team to deliver the FCIN. The FCIN will be a standard function, hosted by the Host Force to assist and support Participating Forces and Full Member Forces in the delivery of accredited forensic collision investigation.
 - 2.2 To continue to seek opportunities to improve the efficiency and effectiveness of the provision of forensic collision investigation practices for and on behalf of Participating Forces and Full Member Forces; and

- 2.3 anything which could be considered incidental or ancillary to any of the aforementioned aims.
3. The Governance of the Forensic Collision Investigation Network are outlined below:
- 3.1 The governance roles of Policing Bodies (as defined under section 101 of the Police Act 1996) and Chief Officers in respect of the collaboration have been defined in accordance with their statutory responsibilities.
 - 3.2 Policing Bodies are responsible for the funding and strategy of the collaboration. Chief Officers will be responsible for advising on the operational considerations in respect of the collaboration.
 - 3.3 The same decision-making process will apply to both Policing Bodies and Chief Officers. In each case their position will be determined by majority vote.
 - 3.4 North Wales Police is the Host Force for the FCIN, with the Police and Crime Commissioner for North Wales being the Host Policing Body and the Chief Constable of North Wales Police being the Host Chief Officer.
 - 3.5 Schedule 4 in the S22 Agreement sets out the specific day to day management arrangements (including membership and terms of reference) of the Management Board, which is subject to the governance matters reserved to the Policing Bodies and Chief Officers (summarised above).

A2. LINKS TO POLICE AND CRIME PLAN AND PCC'S STRATEGIES/PRIORITIES

The Agreement links to the Police and Crime Commissioner's objective of "Policing that Works" within the Police and Crime Plan.

B. FINANCIAL CONSIDERATIONS

1. The Host Policing Body is responsible for regular financial reporting, financial budget setting and forecast monitoring.
2. The Budget is to be reviewed and approved annually.
3. Schedule 2 sets out the Budget for 2020/21, 2021/22 and 2022/23 and the financial principles in relation sharing of the Budget including the amount of external funding, financial contributions and resource contributions to be made by the parties.
4. There is currently no grant funding for this collaboration.
5. Each party's financial contributions to the Budget shall be its Apportionment Percentage which shall be based upon the Net Revenue Expenditure Formula model (based on the number of parties to the agreement).
6. The anticipated Apportionment Ratios for 2020/21 (assuming all forces sign up) are set out in Schedule 2. For Lincolnshire, the Apportionment Ratios for 2020/21 (based on all forces signing) are:

Lincolnshire	1.00% (£20,746.94)
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7. Schedule 6 sets out the FCIN Management Team (who are funded from the financial contributions).

C. LEGAL AND HUMAN RIGHTS CONSIDERATIONS

[This should include the legal powers the PCC has for making the decision]

The Agreement is in full accordance with Section 22A of the Police Act of 1996 as (as amended by the PRSRA). The Agreement includes a clause that ensures that adequate controls are in place to monitor compliance with matters such as legal requirements, applicable national standards, ethical and equality standards, financial regulations, standing orders, employment legislation and Human Resources policies.

D. PERSONNEL AND EQUALITIES ISSUES

[This should include a copy of the Equality Impact Assessment, if required]

The Agreement includes a clause that ensures that adequate controls are in place to monitor compliance with matters such as legal requirements, applicable national standards, ethical and equality standards, financial regulations, standing orders, employment legislation and Human Resources policies.

E. REVIEW ARRANGEMENTS

The Agreement may be reviewed on an annual basis, or as determined by the Policing Bodies.

F. RISK MANAGEMENT

1. Each participating police service will share (in accordance with the relevant Apportionment Ratio) the benefits, risks and liabilities of the collaboration including the liabilities incurred by the Host Policing Body and Host Chief Officer. Only in limited circumstances will a party be exclusively responsible for the liabilities of the participating police services (e.g. when its deliberate non-performance of the Agreement is the cause of the relevant liability).
2. Each party has to put in place its own insurance arrangements to ensure it is protected adequately against any liabilities that might arise from its participation in the FCIN.

G. PUBLIC ACCESS TO INFORMATION

Information in this form along with any supporting material is subject to the Freedom of Information Act 2000 and other legislation. Part 1 of this form will be made available on the PCC's website within one working day of approval. However, if release by that date would compromise the implementation of the decision being approved, publication may be deferred. An explanation for any deferment must be provided below, together with a date for publication.

Is the publication of this form to be deferred? No

If Yes, for what reason:

Until what date:

Any facts/advice/recommendations that should not be made automatically available on request should not be included in Part 1 but instead on the separate part 2 form.

Is there a part 2 form? Yes

If Yes, for what reason:

The Collaboration Agreement is an unredacted version of the Agreement and should not be published on the grounds that it could undermine operational tactics.

DECLARATIONS

	Initial to confirm
Originating Officer: ACC Kerrin Wilson recommends this proposal for the reasons outlined above	KW
The CC's Chief Finance Officer has been consulted on this proposal	SC
The Chief Constable has been consulted on this proposal	BS
The PCC's Chief Finance Officer has been consulted on this proposal	JF
The PCC's Monitoring Officer has been consulted on this proposal	MB

OFFICER APPROVAL

Chief Executive

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. Consultation outlined above has also taken place. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lincolnshire.

Signature:



Date: 3 November 2020