

DECISION NOTICE

Decision author and proposer: Lisa Lees/ Gwynne Williams

Subject/ Title:
Collaboration Agreement Pursuant to Sections 22A to 22C, 23 and 23A of the Police Act 1966 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011)
Relating to the National Police Coordination Centre (NPoCC).

Type of decision:			
Deputy Mayor's decision	X	Chief Officer's decision	

In all cases this will need to be approved by the Director Police, Crime, Criminal Justice and Fire.

The decision is that:
The Deputy Mayor authorises the entering into of the above S.22A agreement, for the National Police Coordination Centre (NPoCC).
The reasons for the decision are:
<p>The National Police Co-ordination Centre (NPoCC) was set up in April 2013. NPoCC is responsible for co-ordinating the deployment of police officers and staff from across UK policing to support forces during large scale events, operations and in times of national crisis. NPoCC also provides the national intelligence capability for public order and protest.</p> <p>The original NPoCC S.22A Collaboration Agreement was entered into in 2016 and it was due its triennial review in November 2019. An initial draft of a proposed revised agreement was circulated in January 2020. In September 2021, a revised S.22A Collaboration Agreement for the National Police was circulated based on the new template agreed by the APCC and NPCC</p> <p>The Agreement will come to effect when it is dated. It may be terminated by the majority agreement of the Parties or by the Secretary of State. If an individual Police Service wishes to withdraw they must give at least 12 months' notice of their withdrawal to expire on 31 March in any year (both the Chief Officer and the Policing Body must withdraw).</p>

There is a provision in the new section 22A Agreement (Clause 18) that each party should carry appropriate insurance to cover any liabilities that may be incurred in the performance of its duties which arise out of its participation in NPoCC as a consequence of the Collaboration. It would be advisable to draw up a list of section 22A agreements and provide to insurers as new section 22A Agreements are entered into.

This decision will contribute to priorities of the the Greater Manchester strategy in the following ways:

Strengthening Communities and dealing with large scale events nationally

Procurement comments:

There are no procurement implications to this agreement.

Financial comments:

Under the replacement S22A Agreement each party is to share the benefits, risks and liabilities of the collaboration. This will involve each party making a financial contribution, as well as taking a corresponding share of the benefits, risks and liabilities of the collaboration.

In the case of GMCA, the apportionment ratio percentage contribution towards the Operations Unit is set at 5.46% and the financial contribution for 2021/22 is £119,617. In general, the liabilities incurred by a party arising out of NPoCC are shared according to the same percentage. However, liability for (1) death or personal injury caused by the a party's negligence (or the negligence of the officers or staff under its direction and control) (2) a party's fraud or fraudulent misrepresentation or (3) a party's wilful breach or deliberate non-performance of the Agreement, remains solely with the party responsible.

In addition, GMCA's apportionment ratio contribution towards the Strategic Intelligence and Briefing Team (SIB) is set at 5.70% making GMCA's contribution £56,790 for the Year 2021/22, as NPoCC has now taken on responsibility for the SIB function which did not feature in the 2016 Collaboration Agreement.

Legal comments:

The S.22 Agreement has been reviewed by the GMCA Deputy Monitoring officer who has approved its content.

Risk Assessment:

Greater Manchester Police will require the NPoCC to co-ordinate the deployment of police officers and staff from across UK policing to support forces during large scale events, operations and in times of national crisis as the need arises. NPoCC also provides the national intelligence capability for public order and protest.

Failure to enter into this agreement risks GMP's ability to police such events

Is safeguarding of children relevant and has this been considered:

Not applicable

Is safeguarding of vulnerable adults relevant and has this been considered:


Not applicable

Agreed by Director – Police, Crime, Criminal Justice and Fire

Signed..... 


Date.....17th Feb 2022.....

Agreed by GMCA Treasurer

Signed 

Date 03/03/2022

Agreed by Deputy Mayor
Only required for a Deputy Mayor Decision on amounts of £50,000+

Signed: ... 

Date: ...3rd March 2022.....

Contact Officer: