

DECISION NOTICE

Decision author and proposer: Lisa Lees/ Gwynne Williams

Subject/ Title:
<p>Collaboration Agreement Pursuant to Section 22A of the Police Act 1966 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011).</p> <p>Relating to THE FORENSIC COLLISION INVESTIGATION NETWORK (FCIN)</p>

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.

<p>The decision is that:</p> <p>The Deputy Mayor authorises the entering into of the above S.22A agreement, for THE FORENSIC COLLISION INVESTIGATION NETWORK (FCIN)</p>
<p>The reasons for the decision are:</p> <ol style="list-style-type: none"> 1. This is a National agreement, led by North Wales 2. Aims: The principal aim is to facilitate achievement of UKAS accreditation for all Member Forces in England and Wales and thereafter support the maintenance of UKAS accreditation for Member Forces. The Host Force will seek UKAS accreditation of its own forensic capabilities. The FCIN will be a standard function, hosted by the Host Force to assist and support Member Forces in the delivery of accredited forensic collision investigation. 3. Form of Agreement: The agreement adopts the APACE approved model s22A Collaboration Agreement that is now used for most regional and national collaborations. 4. Term: The s22A Agreement becomes effective from the date on which the aggregate of the Financial Contributions for those Parties who have signed this Agreement equals a percentage amount of at least 50% of the Total Project Costs.

5. The Agreement may be terminated:
- 5.1. at any time by the majority agreement of the Parties;
 - 5.2. by the Secretary of State
- If a Chief Officer or Policing Body wishes to withdraw they must give at least 12 months' notice of their withdrawal to expire on 31 March in any year. Their respective Policing Body/Chief Officer Body must also withdraw from the Agreement
6. The responsibilities of FCIN are set out in Schedule 1 and include the following key services:
- 6.1. Centralised Scientific Development, Validation and Application
 - 6.2. National Test Centre Activities including Competency Testing
 - 6.3. Auditing
 - 6.4. FCIN internal quality management
 - 6.5. National Forces Account Management and Engagement
 - 6.6. Proficiency Testing/ILC
 - 6.7. The corresponding obligations of Forces are also set out in Schedule 1
 - 6.8. The Parties have agreed to adopt common policies and standard operating procedures set out at Schedule 3.

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

Greater Manchester Police are party to and benefit from a range of collaboration agreements and risk this position if the updated agreement is not signed.

Procurement comments:

Not applicable

Financial comments:

Finance: The total amount of the Budget for FCIN for 2023/24 is £2,763,623. As at commencement, there is no External Funding. One of the principles of the model Agreement is that each party is to share fairly the benefits, risks and liabilities of the collaboration. The Apportionment Ratio is based on the Net Revenue Expenditure Formula model. The Apportionment Ratio

for the financial year 2023/24 requires a financial contribution of 4.90 % from GMP equating to £135,394.

GMP advise that there is an increase in funding against what had previously been paid and are building £37k into the business planning for this.

Resources: There is a Central Team as set in Schedule 6 of 35.8 posts, funded by the Budget, all provided by the Host Force. The cost of any redundancies of staff who are members of the FCIN Management Team would initially be paid by the employing Party but reimbursed in accordance with the Apportionment Ratio.

Legal comments:

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

Risk Assessment:

Liabilities: Although liabilities of the collaboration are also apportioned in accordance with the Ratio, the parties retain liability for (1) death or personal injury caused by 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 (3) a party's wilful breach or deliberate non-performance of the Agreement or (4) a failure to insure assets provided to or procured for use by FCIN.

Insurance: each Policing Body has to hold an adequate level of insurance cover in respect of any losses, claims, damages, costs, etc that it (or its officers, staff, agents and/or contractors under its direction and control) may incur arising out of its participation in the FCIN Collaboration, including making necessary disclosure to its insurers.

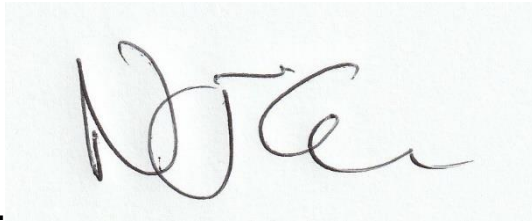
Is safeguarding of children relevant and has this been considered:

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...
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Date...19th May 2023.....

Agreed by GMCA Treasurer



Signed

Date 22/05/2023

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



Signed:

Date: 22nd June 2023.....

Contact Officer: