

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 NORTH WEST MOTORWAY POLICE GROUP (NWMPG)</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.

The decision is that:
<p>The Deputy Mayor authorises the entering into of the above S.22A agreement, for NORTH WEST MOTORWAY POLICE GROUP (NWMPG)</p>
The reasons for the decision are:
<ol style="list-style-type: none"> 1. Parties: Cheshire, Greater Manchester and Merseyside (Chief Constables and Policing Bodies) 2. Lead: Cheshire 3. Background: This new NWMPG s22A Collaboration is intended to replace a Collaboration Agreement dated 1st April 2016 under which Cheshire, Greater Manchester, Lancashire and Merseyside Police established a collaborative venture known as Northwest Motorway Police Group (NWMPG). It was the aim of the collaboration to provide support to the participating forces in achieving their objectives on the Strategic Road Network. A new collaboration agreement is required following the withdrawal of Lancashire Police from the collaboration, the establishment of the North West Commercial Vehicle Unit (NWCVU) to sit within the NWMPG and the remaining parties agreeing to continue with the NWMPG. 4. Aims: <ol style="list-style-type: none"> 4.1. to target criminals using the motorway infrastructure, reducing congestion and journey times by integrated incident management, coordinated

response to achieving DfT Casualty Reduction Targets, enhancing public safety and reassurance by effective and targeted patrolling, improved management of police resources, increased potential for seizure of criminal assets across the region and tackling anti-social use of vehicles.

4.2. to continue to seek opportunities to improve the efficiency and effectiveness of one or more of the Policing Bodies or police forces in respect of the provision of policing the strategic road network; and

4.3. anything which could be considered incidental or ancillary to any of the aforementioned aims

5. Benefits:

5.1. greater resilience and flexibility in the use of highly skilled specialist staff, reduction in duplication of roles and resources and enhanced capability and capacity

6. Form of Agreement: The agreement adopts the APACE approved model s22A Collaboration Agreement that is now used for most regional and national collaborations.

7. Term: The s22A Agreement becomes effective on signature. The Agreement may be terminated:

7.1. at any time by the majority agreement of the Parties;

7.2. by the Secretary of State

8. 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

9. Governance: The NWMPG Management Board consists of the Regional ACC Lead and one representative of at least ACC rank from each force. Meetings will be held every six months with operational governance meetings each month. The Board will report into the North West Joint Oversight Committee (NWJOC).

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:

10. Finance: The Budget for the North West Motorway Police Group for 2023/24 is £1,410,434.
11. 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 for the financial year 2023/24 requires a financial contribution of 47.88% from GMP equating to £675,316.
12. Resources: There is a Central Team, as set in Schedule 6, of 24 posts, funded by the Budget, 18 of which come from the Host Force. The cost of any redundancies of staff who are members of the Centrally Funded Team would initially be paid by the employing Party but reimbursed in accordance with the Apportionment Ratio.
13. The parties also agree to provide Fleet and Mobile IT to support the operation of the NWCVU.

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 Collaboration, including making necessary disclosure to its insurers.

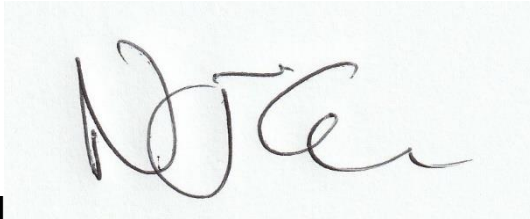
Is safeguarding of children relevant and has this been considered:

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...2nd June 2023.....

Agreed by GMCA Deputy Treasurer



Signed

Date 05/07/2023

Agreed by Deputy Mayor

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



Signed:

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Date: 7th July 2023.....

Contact Officer: