



**Philip Secombe
Police and Crime
Commissioner
for Warwickshire**

Decision Application WPCC20031

National Units Section 22A Collaboration Agreement

Application Date:	March 2018	Name of Applicant:	N Hewison
Application Decision Reference: WPCC20031			
1. Summary of the application			
National Units Section 22A Collaboration Agreement			
2. Background information:			
<p>This collaboration agreement covers a number of functions that are hosted (since April 2015) by the PCC for Hampshire namely:-</p> <p>National vehicle crime intelligence service (NAVCIS) National Freedom of Information and Data Protection Unit (NPFDU) National Wildlife Crime Unit (NWCU)</p> <p>The financial contributions paid by the Warwickshire PCC under the agreement are in accordance with the FS allocation, being 0.73% for Warwickshire.</p> <p>There is a basic principle that the host force, the national unit Chief Officer and the national unit PCC shall not make any financial gain or suffer any financial detriment as a result of hosting duties under this collaboration agreement.</p> <p>The functions of each unit is set out in schedules 6,7 and 8 and the schedules also set out their anticipated funding arrangements.</p> <p>Observations concerning the funding arrangements under this agreement are set out later in this notice and attached legal advice (subject to legal privilege)</p> <p>The anticipated funding arrangements for NAVCIS derives solely from third party provisions, for NPFDU solely from PCCs and for NWCU a mix of PCC and third party provider funding.</p> <p>From a governance perspective each party to the agreement will be represented on the Governance Board for the National Units.</p>			

Whilst each National Unit will have its own unique governance and decision making arrangements in place (as detailed in Schedule 1).

The agreement requires each party to indemnify the host force and National Unit Activities, the principle being that they should neither lose or gain financially from undertaking their duties.

The indemnity clause is widely drawn and the PCC has taken advice in this issue before agreeing to sign the agreement.

3. Whether additional information/report is attached to support this decision application

YES

List of additional information/report

- a) Signed National Police Collaboration Agreement
- b) Email legal advice to PCC dated 28.4.17 – legally privileged
- c) Email legal advice to PCC dated 26.1.18 – legally privileged
- d) Issues raised and proposed response – legally privileged

4. Expected benefits (non financial)

These national units carry out valuable work in each of their subject areas on behalf of the Police Service as a whole. Doing this work once on behalf of the whole service is an efficient and effective approach.

5. Impact of not approving the application

Inefficiencies and duplication of work with Forces acting / working in isolation in these three business areas.

6. Costs

The specific costs to Warwickshire PCC are not specified in the agreement other than they will amount to the FSS allocation of 0.73%

Revenue:

Capital:

7. Savings:

8. Equality and Diversity Implications:

Nil

9. Treasurer's comments

It is unclear from who the funding payments are to be made and what the value of these would be as the clauses in this regard are somewhat contradictory.

Following legal advice on this the PCC is reassured that the financial exposure annually will be clear.

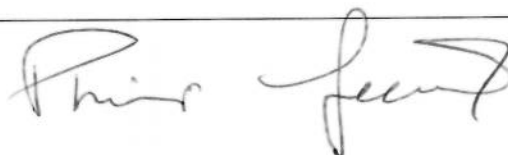
10. Legal/Monitoring Officer comments

Please refer to the attached emails which are not for publication as they contain legally privileged information for the PCC only. Having had the collaboration agreement reviewed by his lawyer the PCC is content to sign the agreement.

Decision of the Police and Crime Commissioner

Agreed

PCC Signature:



Date of Decision: 13 March 2018