



Collaboration Agreement for the provision of a Cleveland and North Yorkshire Major Investigation Team (CNYMIT)

Collaborating Partners:

The Chief Constable of Cleveland Police

The Chief Constable of North Yorkshire Police

The Police and Crime Commissioner for Cleveland

The Police and Crime Commissioner for North Yorkshire

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This Collaboration Agreement is made on 22 July 2016 between the following Parties:-

(1) The Chief Constable of Cleveland Police of Police Headquarters, Ladgate Lane, Middlesbrough, TS8 9EH

(2) The Chief Constable of North Yorkshire Police of Police Headquarters, Newby Wiske, Northallerton, North Yorkshire, DL7 9HA

(hereafter referred to as the Chief Constables)

(4) The Police and Crime Commissioner for Cleveland, Cleveland Police Headquarters, Ladgate Lane, Middlesbrough, TS5 7YZ

(5) The Police and Crime Commissioner for North Yorkshire, 12 Granby Road, Harrogate, North Yorkshire, HC1 4ST

(hereafter referred to as “the Commissioners”)

1. SECTION 1: DEFINITIONS

In this Agreement the terms below have the following meaning and are specific to the delivery of the CNYMIT function.

- 1.1. **“CNYMIT”** – Cleveland and North Yorkshire Major Investigation Team
- 1.2. **“Framework Agreement”** – the overarching Evolve Programme Collaboration Agreement dated 20 April 2015.
- 1.3. **“This Agreement”** – This Collaboration Agreement for the provision of the CNYMIT Service.
- 1.4. **“The Function”** - the provision of the MIT to the Parties in the manner set out in the Original Business case.
- 1.5. **“The Original Business Case”** – the Business Case for the establishment of the MIT as approved by the Joint Governance Board on 21 March 2016.

2. SECTION 2: THE LEGAL CONTEXT

- 2.1. The Parties wish to enter into a Collaboration Agreement pursuant to Section 22A of Police Act 1996 for the provision of a Major Investigation Team (MIT) function serving two of the Evolve Force areas.
- 2.2. This Agreement is made pursuant to The Framework Agreement whose terms and conditions (including Definitions) are adopted and confirmed for the purposes of this Agreement.
- 2.3. This Agreement constitutes a functional Collaboration as contemplated within Paragraph 2.7 of the Framework Agreement dated 20 April 2015.
- 2.4. The Chief Constables are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of their respective Forces.
- 2.5. The Commissioners are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the forces they maintain.
- 2.6. Where there is any inconsistency or conflict between the Framework Agreement and this Agreement, the terms of this Agreement shall be preferred and shall prevail.

3. SECTION 3: THE PURPOSE OF THIS AGREEMENT

The Parties have concluded that such functionality can most efficiently and effectively be achieved by the use of a joint delivery model and have agreed to the joint provision of their MIT Functions on a two-force basis.

4. SECTION 4: THE MAJOR INVESTIGATION TEAM

- 4.1 The underpinning principles for developing a Major Investigation Team (MIT) are to:
 - Maintain, improve or develop the service each force provides to local people and local communities
 - To comply with the national and regional requirements
 - To deliver the strategic direction set out by Police and Crime Commissioners in their Police and Crime Plans, and the requirements of other oversight bodies
 - To maximise opportunities for economies of scale, increasing resilience, joint purchasing of specialist equipment, providing specialist skills or knowledge, or sharing management of joint teams where appropriate
 - To provide the correct balance of specialist and omni-competent officers and staff.
- 4.2 The key objectives of collaborative arrangements for the CNYMIT are to:
 - Continue to provide an effective and efficient policing service across the two force areas

- Provide specialist support to local policing across the two force areas
- Provide enhanced capability and capacity, greater resilience and flexibility in the use and local deployment of skilled specialist staff
- Reduce duplication of roles and resources
- Provide greater opportunity to maximise financial savings.

5. SECTION 5: COMMENCEMENT DATE, REVIEW AND DURATION

- 5.1. This Agreement shall come into force on 22nd day of July 2016 and shall continue until terminated or varied.
- 5.2. A review may be commissioned at any time by any of the Parties as per Section 7 of the Framework Agreement.
- 5.3. This Agreement (including Annexes) may be varied at any time by written agreement signed by all the Parties.
- 5.4. If either of the Parties wish to withdraw from this Agreement or any part thereof at any time they can by providing a minimum of twelve months' written notice, which shall
- 5.4.1. Be served on the remaining Parties' Chief Executive and Chief Constable;
and
- 5.4.2. (where the Party serving notice is a Chief Constable) certify that the Party serving notice has consulted their PCC on withdrawal, its impact and the timescales involved in withdrawing from this Agreement or any part thereof;
and
- 5.4.3. (where the Party serving notice is a PCC) certify that the Party serving notice has consulted their Chief Constable on withdrawal, its impact and the timescales involved in withdrawing from the Agreement or any part thereof;
and
- 5.4.4. Specify the date upon which terminating this Agreement and/or any part thereof should take effect, which shall unless the remaining parties agree otherwise, be the last date of a financial year.
- 5.5. Where this Agreement or any part thereof is terminated under Section 5.4 above, the Party serving notice shall be liable
- 5.5.1. for all the reasonable costs and liabilities associated with the serving of notice unless as provided for otherwise in this Agreement; and
- 5.5.2. to honour its share of any contractual obligations entered into as part of this Agreement and/or the operation of the Function prior to the end of the notice period; and
- 5.5.3. for all other contributions due from it to the other Parties in respect of this Agreement prior to and during the notice period; and
- 5.5.4. for any cost associated with the withdrawal of any asset that remains in the ownership of the Party withdrawing from the Agreement. For the avoidance of

doubt this will include the reasonable costs of the Parties that remain in the Agreement replacing that asset where the remaining parties consider it is necessary to do so in order to ensure the successful delivery of the Function.

- 5.6. Any payment in respect of a Party's obligations under Section 5.5 above shall be liable for payment within three months of the Parties agreeing the amount or amounts due, or within such other reasonable period as may be agreed between the Parties.
- 5.7. In the event of any disagreement or dispute between the Parties arising out of termination of this Agreement, the Parties shall seek to resolve such disagreement or dispute under Section 20 of the Framework Agreement notwithstanding the termination of this Agreement.
- 5.8. This Agreement or any part thereof may be terminated at any time by the joint agreement of the Parties, and the date of termination and the exit strategy (taking into account the functions to be considered) will then be agreed by the Parties.
- 5.9. When termination is the result of a joint agreement of the Parties any contractual obligations that exist at the date of termination, outstanding financial liabilities or costs arising from the termination will be apportioned between the Parties in accordance with the financial arrangements set out in the Framework Agreement unless otherwise agreed by the Parties.
- 5.10. The Parties agree that, should any Party withdraw from this Agreement or should this Agreement or any part thereof be terminated,
 - 5.10.1. the dissolution will be in accordance with an Exit Protocol which should be entered into by the Parties; and
 - 5.10.2. they will each use their best endeavours to minimise the cost and impact on the other(s); and
 - 5.10.3. consultation shall take place with the staff associations and trade unions before the specific exit steps for the affected Function is finalised.

6. SECTION 6: GOVERNANCE

The CNYMIT will be subject to the arrangements as set out in the Governance Protocol for the Framework Agreement.

7. SECTION 7: INTERNAL AUDIT

The CNYMIT will be subject to the arrangements as set out in the Internal Audit Protocol for the Framework Agreement.

8. SECTION 8: INSURANCE AND LIABILITIES

The Insurance and liabilities for the CNYMIT will be dealt with as per Section 16 of the Framework Agreement.

9. SECTION 9: FINANCE

The costs of establishing maintaining and delivering the CNYMIT will be shared between the Parties in the proportions agreed through Net Revenue Expenditure (NRE) as detailed in the Finance Protocol for the Framework Agreement.

10. SECTION 10: HUMAN RESOURCES

The CNYMIT will be subject to the arrangements as set out in the Human Resources Protocol for the Framework Agreement.

11. SECTION 11: INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT)

The CNYMIT will be subject to the arrangements as set out in the ICT Protocol for the Framework Agreement.

12. SECTION 12: ESTATES

The CNYMIT will be subject to the arrangements as set out in the Estates Protocol for the Framework Agreement.

13. SECTION 13: FLEET

The CNYMIT will be subject to the arrangements as set out in the Fleet Protocol for the Framework Agreement.

14. SECTION 14: INFORMATION MANAGEMENT

The CNYMIT will be subject to the arrangements as set out in the Information Management Protocol for the Framework Agreement.

15. SECTION 15: COMMUNICATIONS

The CNYMIT will be subject to the arrangements as set out in the Communications Protocol for the Framework Agreement.

16. SECTION 16: PERFORMANCE MANAGEMENT



16.1 The CNYMIT will be subject to the arrangements as set out in the Performance Management Protocol for the Framework Agreement.



16.2 CNYMIT project benefits realisation will be undertaken six months after completion of the implementation.

16.3 The performance measures for the CNYMIT are governed by the relevant Standard Operating Procedures.

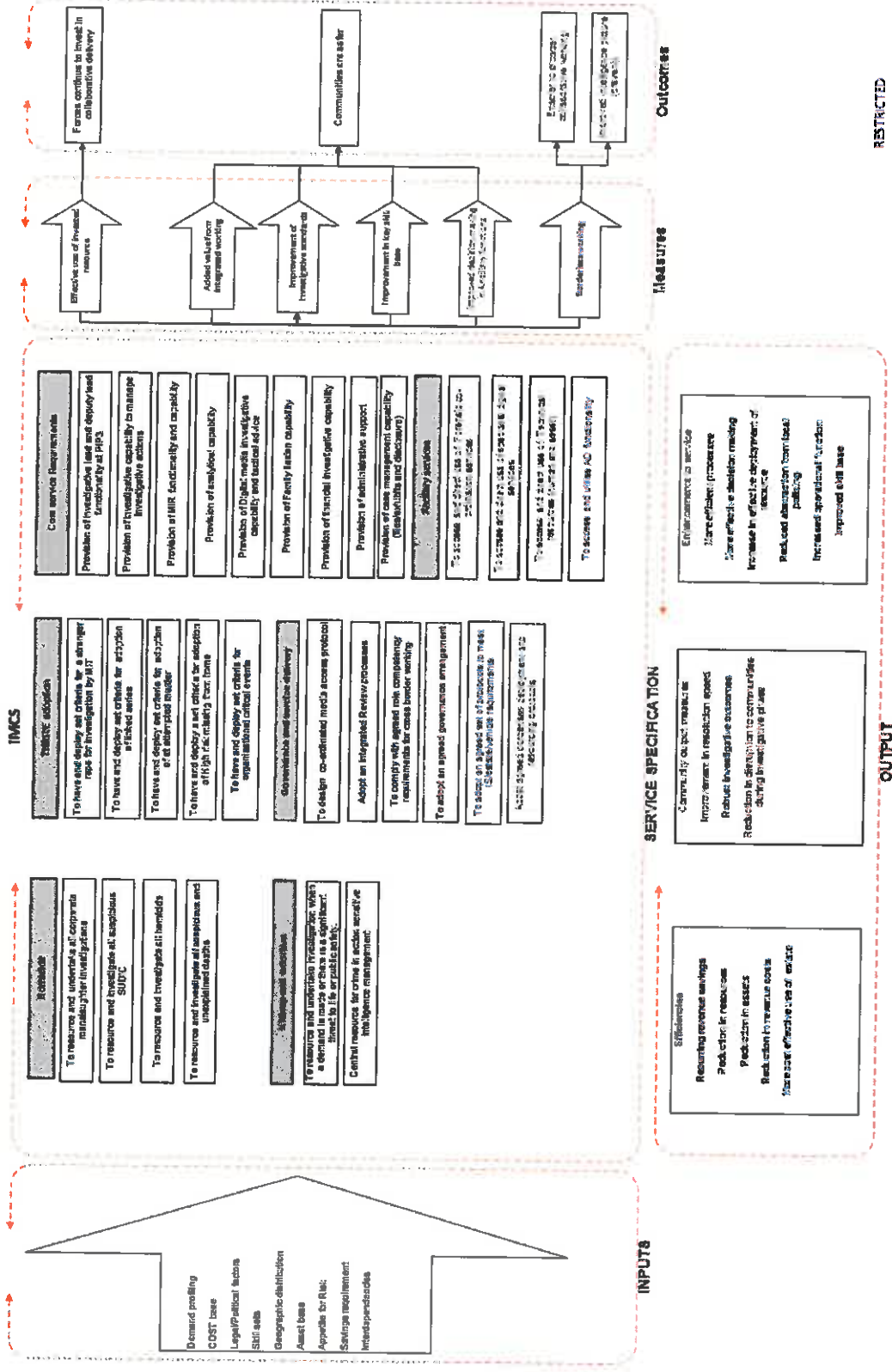
Signatories

IN WITNESS whereof the parties have signed below:

Chief Constable of Cleveland Police		Police & Crime Commissioner for Cleveland	
Name	SIMON NICKLESS	Name	BARLY COFFINER
Signature		Signature	
Date	22 / 7 / 16	Date	22 / 7 / 16

Chief Constable of North Yorkshire Police		Police & Crime Commissioner for North Yorkshire	
Name	T. MADGWICK	Name	JULIA MULLIGAN
Signature		Signature	
Date	22 / 7 / 16	Date	22 / 7 / 16

Annex 1: CNYMIT Service Specification for an Integrated Major Crime Service



Annex 2 – CNYMIT Functions

2.1 CNYMIT Terms of Reference

The CNYMIT will provide cover 365 days a year between 8am and 5pm with additional SIO cover outside of hours supplied by the current force models. The unit will be deployable across both forces and will have responsibility for investigating the following offences:

Murder/Manslaughter – Any case where the cause of death cannot be ascertained and there is reason to believe that the cause of death is suspicious.

Attempted murder – Where a life threatening injury has been sustained from an intent to kill or where a firearm has been discharged at an individual where there existed an intent to cause serious harm.

Stranger rape - Any rape allegation where the victim has not previously met the suspect(s) and the offence occurred following immediate contact or as a consequence of an abduction or false imprisonment by the offender(s), or due to the likely size and complexity of the investigation it should be managed on the Home Office Large Major Enquiry System (HOLMES).

Kidnap – Where the crime is ‘in action’ and the abduction or holding of a hostage is with the intention of extorting money or other valuables or securing some substantial concession for the hostage’s safe return.

Blackmail/ Extortion – Where there is an imminent risk to life or the crime is a crime in action and the identity of the offender is unknown and the sum being extorted is substantial. Whilst the CNYMIT will take on the ‘slow time’ investigation, the initial response will be in conjunction with covert assets

Product Contamination – Where there is a risk to the welfare of the public and the crime is a ‘crime in action’. Whilst the CNYMIT will take on the ‘slow time’ investigation, the initial response will be in conjunction with Special Branch.

The ‘manhunt’ element of fail-to-stop fatal road traffic collisions – Where the suspect is outstanding and is believed to be responsible for causing the incident in whole or part.

Series of armed robberies – Where a firearm is used, the series is linked and the minimum number of offences is three or a singular robbery where the loss of assets is believed in excess of £250,000.

Work-related death – Where a fatality has resulted from an incident arising out of or in connection with work or the injuries are so serious that death is likely to occur and the injuries are not as a result of a road traffic collision.

Corporate manslaughter – Where the circumstances leading to the fatality are believed to have arisen as a consequence of an organisational failing.

Any other enquiry deemed appropriate by the ACPO Lead - Where the respective Head of Crime and ACPO lead agree on deployment. These will include Threat, Harm, Risk, Investigation, Vulnerability, Engagement (THRIVE) based deployments and 'hybrid' investigations

2.2 CNYMIT Functions

Outside Enquiry Teams

Appropriately qualified investigators who work both within the Holmes Incident Room carrying out the roles such as Statement Reader, Receiver and Reader, Action Allocator, Indexers and Exhibits and Disclosure. In addition they will carry out the physical actions created as part of a major investigation, performing the roles as primary investigators / evidence gatherers.

Immersed Support Hub

Compromising of the following roles and responsibilities to assist in the operational delivery of the investigation of major crime and develop and maintain professional development across the two forces:

- **HOLMES Manager and Casualty Bureau**

Home Office Large Major Enquiry System (HOLMES) is a software application that manages all of the information generated as a consequence of a serious crime investigation. HOLMES 2 is a single application providing total compatibility and consistency between all the United Kingdom Police Forces and is an administrative support system assisting in the management of complex and serious crime investigations. HOLMES 2 is also used to support Police Force Casualty Bureaux, providing facilities to record reported missing persons, casualties, survivors and evacuees following large scale disasters/incidents. The application provides matching facilities aiding in the reconciliation of missing persons with those involved in the disaster/incident.

The manager will assist in the delivery of HOLMES and Casualty Bureau training and will assist in the setup of these systems when major events occur.

- **Administration / typing**

The role will provide a full range of major incident typing / transcribing whilst assisting in the general day to day running of the unit, having responsibility for the general administration of the CNYMIT which includes the arrangement and minute taking of

departmental meetings, managing the fleet and the ordering of supplies. In addition this role will be responsible for forensic science provider liaison to ensure the timescales, service and costs are within agreed protocols. Will provide a full range of major incident typing / transcribing and assist with the general day to day running of the unit.

- **Analysts**

Analysts provide the unit with tactical, strategic and operational analysis. They identify, plan, collect and interpret information from a wide variety of sources and to apply analytical techniques to develop hypothesis, produce conclusions, identify intelligence gaps and make recommendations for action to assist the investigation of major crime.

- **Researchers**

Researchers undertake research as an integral part of the CNYMIT, assisting in and contributing to the production of intelligence and analytical products to support the investigative process.

- **Cold Case Review Unit (CCRU)**

The CCRU will provide a dedicated role for which both forces currently 'buy in' resources to conduct. This area was highlighted by area specialist from both forces as a growth area which at the present time is having a significant impact on forces ability to meet the demands. In addition to the dedicated review function the team will provide support to outside enquiry teams at times of high demand

The CCRU will be managed by a Detective Inspector equivalent. With their team they will have responsibility for reviewing all undetected murders within Cleveland and North Yorkshire every two years in line with Home Office guidelines. In addition the unit will have responsibility for reviewing all undetected 'stranger' rapes within the two counties. Should any of the reviews highlight investigative opportunities the case will be allocated to a major investigation operational team. In the event this re-investigation fails to detect the offence it will re-enter the review cycle. The unit will also have responsibility for responding to Criminal Case Review Commission requests as well as dealing with any pertinent Freedom of Information requests in relation to homicide or serious crime.

In future it is proposed the unit will have responsible for conducting a number of other reviews including (although not exclusively) Domestic Homicide Reviews, Serious Case Reviews and Multi Agency Public Protection Arrangement Reviews. These reviews are statutory and will be conducted on behalf of the heads of the two force Public Protection functions. The unit will also be responsible for a number of themed

investigative reviews such as 28 day undetected reviews in relation to investigations being conducted by the Major Investigation Team.

- **Major Investigation Support team (MIST)**

The MIST will support and assist on-going investigations through functions such as the harvesting and presentation of CCTV evidence, search co-ordination and management and the review of passive data such as CCTV, ANPR, and Social Media etc. The development of a MIST would offer an investigative evidence collection / review function and would significantly enhance the operational effectiveness of the collaborative unit, providing capability within a rapidly developing area of investigations. The role would not replace the work of current Hi-Tech crime units in respect of the data imaging etc. but would allow the effective review of imaged data once this had been obtained and formatted. Functional leads and area specialists viewed the inclusion of a MIST as critical to meeting emerging demand.

NOT PROTECTIVELY MARKED

Annex 3 – CNYMIT Business Case (GPMS Restricted)

NOT PROTECTIVELY MARKED