

ORIGINATOR: CHIEF EXECUTIVE

DECISION NUMBER: 27-2019

REASON FOR SUBMISSION: FOR DECISION

SUBMITTED TO: POLICE AND CRIME COMMISSIONER

SUBJECT: COLLABORATION – SMALL UNMANNED SURVEILLANCE AIRCRAFT

SUMMARY:

1. The Suffolk Constabulary and Suffolk Fire and Rescue Service wish to collaborate in the use of small unmanned surveillance aircraft in the interests of efficiency and effectiveness.
2. Under the Policing and Crime Act 2017 such a collaboration must be agreed by the Police and Crime Commissioner.
3. This paper seeks the approval of the Police and Crime Commissioner to enter into the collaboration agreement.

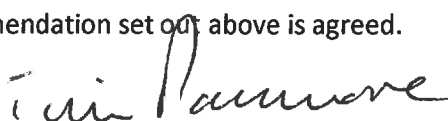
RECOMMENDATION:

It is recommended that the Police and Crime Commissioner gives approval to the Suffolk Constabulary collaborating with the Suffolk Fire and Rescue Service over the use of small unmanned surveillance aircraft and that the necessary agreement (as at Appendix A) be entered into pursuant to the Policing and Crime Act 2017.

APPROVAL BY: PCC

The recommendation set out above is agreed.

Signature



Date

10th July
2019

1 INTRODUCTION

- 1.1 The Suffolk Constabulary and Suffolk Fire and Rescue Service consider that pursuing a collaboration in the use of small unmanned surveillance aircraft (SUSAs) would be in the interests of efficiency and effectiveness.
- 1.2 The Policing and Crime Act 2017 requires the approval of the Police and Crime Commissioner (PCC) to such a collaboration.
- 1.3 A collaboration agreement (attached as Appendix A) has been drawn up to regulate the terms of the agreement. The agreement sets out the key features and terms of the collaborative arrangement and is self-explanatory.

2 FINANCIAL IMPLICATIONS

- 2.1 The financial implications are as set out in the collaboration agreement as at Appendix A.

3 OTHER IMPLICATIONS AND RISKS

- 3.1 There are no risks contained within the PCC Risk Register that are engaged by this paper and its associated collaboration agreement. No risks that require to be recorded on the Risk Register are foreseen.

| ORIGINATOR CHECKLIST (MUST BE COMPLETED) | PLEASE STATE 'YES' OR 'NO' |
|---|-----------------------------------|
| Has legal advice been sought on this submission? | Yes – from the Chief Executive |
| Has the PCC's Chief Finance Officer been consulted? | Yes |
| Have equality, diversity and human rights implications been considered including equality analysis, as appropriate? | Not applicable |
| Have human resource implications been considered? | Not applicable |
| Is the recommendation consistent with the objectives in the Police and Crime Plan? | Yes |
| Has consultation been undertaken with people or agencies likely to be affected by the recommendation? | Yes |
| Has communications advice been sought on areas of likely media interest and how they might be managed? | Yes |
| Have all relevant ethical factors been taken into consideration in developing this submission? | Yes |

In relation to the above, please ensure that all relevant issues have been highlighted in the 'other implications and risks' section of the submission.

APPROVAL TO SUBMIT TO THE DECISION-MAKER (this approval is required only for submissions to the PCC).

Chief Executive

I am satisfied that relevant advice has been taken into account in the preparation of the report and that this is an appropriate request to be submitted to the (add decision-maker's title e.g. the PCC).

Signature: 

Date

10 July 2019

DATED: 12 JULY 2019

(1) The Police and Crime Commissioner for Suffolk

-and-

(2) The Chief Constable of Suffolk Constabulary

-and-

(3) Suffolk County Council

COLLABORATION AGREEMENT
in relation to Small Unmanned Surveillance Aircraft

THIS AGREEMENT is made on the 12 July 2019

BETWEEN:

- 1 The Police and Crime Commissioner for Suffolk of Police Headquarters, Portal Avenue, Martlesham Heath, Ipswich, Suffolk IP5 3QS (hereinafter referred to as “the PCC”),
- 2 The Chief Constable of Suffolk Constabulary of Police Headquarters, Portal Avenue, Martlesham Heath, Ipswich, Suffolk IP5 3QS (hereinafter referred to as “the Chief Constable”),
- 3 The Suffolk County Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (hereinafter referred to as “the SCC”).

WHEREAS:

- (i) Part 1 of the Policing and Crime Act 2017 provides a collaboration agreement may be made between one or more persons who are a fire and rescue body in England, and a police body in England, and which sets out how the parties to the agreement will work together in discharging their functions.
- (ii) Such collaboration agreement may, in particular, make provision about the use of a power of a party to the agreement to exercise functions jointly with another person, and may include provision for payments to be made by the parties to the agreement for the purposes of facilitating the agreement.
- (iii) The parties to this agreement have considered and take the view that pursuing this collaboration in relation to Small Unmanned Surveillance Aircraft would be in the interests of efficiency and effectiveness.
- (iv) The parties to this agreement consider that they should enter into a collaboration agreement in relation to Small Unmanned Surveillance Aircraft.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement, except where the context requires otherwise, the following expressions shall have the meanings ascribed to them:

“Agreement” means this document as it may be amended from time to time in accordance with clause 14.1;

| | |
|----------------------|---|
| “Chief Constable” | means the Chief Constable of Suffolk Constabulary and who is a police body for the purposes of the Policing and Crime Act 2017; |
| “Chief Fire Officer” | means the Chief Fire Officer of the Suffolk Fire and Rescue Service; |
| “Parties” | means the Parties to this Agreement and which shall include the Police and Crime Commissioner for Suffolk, the Chief Constable of Suffolk Constabulary and the Suffolk County Council; |
| “PCC” | means the Police and Crime Commissioner for Suffolk and who is a police body for the purposes of the Policing and Crime Act 2017; |
| “SCC” | means Suffolk County Council which is the body that is legally responsible for the Suffolk Fire and Rescue Service and that employs the Chief Fire Officer and which is a fire and rescue body for the purposes of the Policing and Crime Act 2017; |
| “SFRS” | means Suffolk Fire and Rescue Service; |
| “SUSA” | means Small Unmanned Surveillance Aircraft operated in any open air environment. |

1.2 In this agreement unless the context requires otherwise:

1.2.1 words imparting the singular shall include the plural and vice-versa;

1.2.2 words imparting any particular gender shall include all other genders;

1.2.3 any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, excluded, re-enacted or replaced and include all subordinate legislation as made from time to time pursuant to it.

2 SCOPE

2.1 The SUSAs owned by the Parties will fall within the scope of this Agreement, whether such SUSAs are owned jointly or individually by the Parties, in order to provide a cost effective and resilient SUSA capability for the purposes of policing and fire and rescue services in the county of Suffolk.

3 LENGTH OF AGREEMENT

- 3.1 The Agreement shall come into force on 1 February 2018 and shall continue until 31 January 2023.
- 3.2 The Agreement will terminate on 31 January 2023 unless renewed in writing by all the Parties.
- 3.3 The Parties are by executing this Agreement committed to the collaboration and their obligations under the Agreement for the duration of the Agreement subject to the provisions on termination in clause 15.

4 ACTION

- 4.1 The SUSAs will be operated pursuant to a Memorandum of Understanding agreed between the Chief Constable and the SCC, the latter acting through their Chief Fire Officer.
- 4.2 It shall be the responsibility of the Chief Constable and the SCC, acting through its Chief Fire Officer to produce, maintain and keep updated the Memorandum of Understanding to cover the SUSAs as referred to at clause 2.1.
- 4.3 The SUSAs, irrespective of their ownership at clause 2.1, will at all times operate under the name of the SFRS, as the operator of the SUSAs for the purposes of the permission granted to SFRS by the Civil Aviation Authority under the Air Navigation Order 2016 and where appropriate with the benefit of General Exemption E4506 thereto.
- 4.4 The SCC will ensure that for the duration of this Agreement the SFRS maintains and when necessary renews the permission referred to at clause 4.3.
- 4.5 The SCC will ensure that the SFRS produces, maintains and reviews as appropriate the operations manual developed by the SFRS for the purposes of meeting the requirements of the Civil Aviation Authority and the permission referred to at clause 4.3 and which must be adhered to by the relevant Parties during all SUSAs flight operations.
- 4.6 The Chief Constable and the SCC will ensure that they and those acting on their behalf will take all reasonable steps to ensure that the operations manual at clause 4.5 is followed and complied with.
- 4.7 The Chief Constable and the SCC acting through the Suffolk Fire and Rescue Service and Chief Fire Officer will ensure that the SUSAs will only be operated under the terms of the permission as referred to at clause 4.3 and by pilots qualified in accordance with Civil Aviation Authority requirements and the permission referred to at Clause 4.3.

5 INSURANCE

- 5.1 The SCC will maintain the policy of insurance required for the purposes of the permission at clause 4.3 and which covers all flight operations by the SUSAs referred to at clause 2.1, whether such operations are being conducted for and on behalf of the Chief Constable and his Constabulary, the Chief Fire Officer and his SFRS, either individually or jointly.
- 5.2 The recharging of the insurance cover, if any, for the SUSAs will be provided for in the Memorandum of Understanding referred to at clause 4.1.

6 MAINTENANCE

- 6.1 The maintenance of the SUSAs in an airworthy condition will be the responsibility of the respective owners of the SUSAs referred to at clause 2.1.

7 GOVERNANCE

- 7.1 The Parties have established a programme of collaboration called the Blue Light Collaboration Programme. This Programme has governance mechanisms established for oversight and governance of the Programme. The Parties have agreed to maintain oversight of the Agreement through the governance arrangements for the Blue Light Collaboration Programme without prejudice to each Party's ability to maintain governance from their own individual perspectives through their own internal governance mechanisms.
- 7.2 Whilst governance may be exercised through the Blue Light Collaboration Programme, its meetings are not public decision-making vehicles and except as otherwise provided for in this Agreement each of the Parties retain their individual executive sovereignty.

8 INFORMATION MANAGEMENT

- 8.1 It is the responsibility of each of the Parties to the Agreement to ensure that any processing of personal data by them is carried out in accordance with the requirements of all relevant data protection legislation, and that where appropriate the data protection practice arising from the use of the SUSAs is provided for in the Memorandum of Understanding as described at clause 4.1 and the operations manual described at clause 4.5.
- 8.2 Where a Party receives a request in respect of any information for the purposes of the Freedom of Information Act 2000 related to the Agreement for the purposes discharged by the Agreement, the Party receiving the request will be responsible for the handling of and a response to the request and for compliance with the 2000 Act, in consultation with the other Parties.

9 INDEMNITY

- 9.1 Each Party shall indemnify the other parties against all losses, claims, damages, costs, charges, uninsured liabilities, demands or proceedings whatsoever that may be incurred or brought in respect of death, personal injury or damage to property caused by breach of their obligations under this Agreement or the negligence of that Party or those of its officers or staff acting on its behalf pursuant to this Agreement.
- 9.2 No Party shall be responsible to another Party for any loss or damage caused by the failure of a Party to provide requested assistance pursuant to this Agreement.

10 FINANCE

- 10.1 The payment, reimbursement of costs or charges between the parties will be provided for in the Memorandum of Understanding referred to at clause 4.1.
- 10.2 The Parties agree that when any payments or reimbursements are required to be made between them that all reasonable steps will be taken to progress and discharge such payments or reimbursements in a prompt and timely way.

11 ASSETS

- 11.1 Legal title to assets used for the purposes of this Agreement will remain with the providing Party.

12 HEALTH AND SAFETY

- 12.1 The Parties are responsible at law for the health and safety of their staff and employees.
- 12.2 The Parties will be responsible for ensuring the health and safety of their officers and staff working upon the service provided pursuant to this Agreement and will ensure compliance with all their health and safety obligations relating to their officers and staff or otherwise.

13 AUDIT AND INSPECTION

- 13.1 Without prejudice to the operational independence of the Parties and subject to the disclosure and security of information being managed on a "need to know" basis:
- 13.1.1 an internal audit/inspection may be commissioned by any of the Parties and any findings will be shared amongst all Parties;

13.1.2 records maintained by all Parties in respect of the SUSA function will be accessible for the purposes of any internal audit/inspection from the other Parties;

13.1.3 the SUSA function may also be subject to external audit/inspection and where it is agreed that any findings will be shared between the Parties.

14 AMENDMENT

14.1 The Agreement may be amended providing that all Parties to the Agreement agree to the amendment(s) in writing.

15 TERMINATION

15.1 The Agreement may be terminated:

15.1.1 at any time by the agreement of the Parties;

15.1.2 by any Party by giving 6 months written notice to the other Parties, provided that:

(i) no such notice shall be given without prior consultation with the other Parties;

(ii) the date specified in the notice must be the last day of a calendar month;

(iii) the notice is to be served separately on all Parties at the addresses at the head of this Agreement.

15.2 Where any Party serves notice of termination in accordance with clause 15.1.2 following, and as a consequence of, any failure or potential failure by any Party to perform an obligation under this Agreement, that Party must include in such notice of termination:

15.2.1 the nature and extent of the alleged failure or potential failure in performance;

15.2.2 the effect of such a failure on the efficiency/effectiveness of the Party;

15.2.3 the basis for determining that, as a result of the failures in performance, the continued collaboration will no longer improve or maintain the efficiency/effectiveness of the Party.

15.3 The termination of this Agreement will have the effect of terminating the whole Agreement.

15.4 Before termination of the Agreement the Parties shall agree an exit strategy.

15.5 On termination of the Agreement the Parties shall be liable:

15.5.1 to perform their share of any obligations entered into as part of this Agreement prior to the end of the notice period; and

15.5.2 for all other contributions due to the other Parties in respect of the Agreement prior to and during the notice period.

15.6 Where this Agreement is terminated by mutual consent of all the Parties, the Parties will be jointly liable for all the costs and liabilities associated with the termination of the Agreement.

15.7 Where the Agreement is terminated by a Party wishing to withdraw without the consent of the other Parties:

15.7.1 the withdrawing Party will be liable for the costs associated with the termination of the Agreement;

15.7.2 where the withdrawing Party has served notice under clause 15.2 the defaulting Party will be liable for the costs associated with the termination of the Agreement. If the Party identified in any notice served under clause 15.2 does not accept the validity of the particulars contained in that notice, any dispute shall be resolved in accordance with clause 16.

16 DISPUTES

16.1 Any disputes arising from the interpretation of the Agreement shall initially and immediately be dealt with by the Parties.

16.2 If the dispute cannot be resolved locally by the Parties, it will be referred to an agreed arbitrator appointed by the Parties, and if agreement cannot be reached over choice of an arbitrator it will be referred to Her Majesty's Inspector of Constabulary and Fire and Rescue Services for consideration of resolution.

Signatories to the Agreement

1 _____
Police and Crime Commissioner for Suffolk

2 _____
The Chief Constable of Suffolk Constabulary

3 _____
Suffolk County Council

