



Collaboration Agreement for the provision of a Dogs Support Unit (DSU)

Collaborating Partners:

The Chief Constable of Cleveland Police

The Chief Constable of Durham Constabulary

The Chief Constable of North Yorkshire Police

The Police and Crime Commissioner for Cleveland

The Police and Crime Commissioner for Durham

The Police and Crime Commissioner for North Yorkshire

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This Collaboration Agreement is made on 22nd day of 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 Durham Police of Durham Constabulary, Police Headquarters, Aykley Heads, Durham, DH1 5TT
- (3)** 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 Durham, County Hall, Durham, DH1 5UL
- (6)** 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 DSU function.

- 1.1. **“DSU”** – Dogs Support Unit.
- 1.2. **“Framework Agreement”** – the overarching Evolve Programme Collaboration Agreement entered between the parties and dated 20 April 2015.
- 1.3. **“This Agreement”** – This Collaboration Agreement for the provision of the DSU Service.
- 1.4. **“The Function”** - the provision of the DSU 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 DSU as approved by the Joint Governance Board on 22 October 2015.

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 Dog Support Unit (DSU) function serving 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 the Function can most efficiently and effectively be achieved by the use of a joint delivery model and have agreed to the joint provision of their DSU Functions on a three-force basis.

4. SECTION 4: THE DOGS SUPPORT UNIT

4.1 The underpinning principles for developing a DSU solution 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.

4.2 The key objectives of collaborative arrangements for a DSU are:

- To continue to provide an effective and efficient policing service across the three force areas.
- To provide specialist support across the three force areas.

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- To provide where possible enhanced capability and capacity resilience and flexibility in the use and local deployment of skilled specialist staff.
- To seek to reduce duplication of roles and resources.
- To 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. Any of the Parties may withdraw from this Agreement or any part thereof at any time by providing a minimum of twelve months' written notice, which shall

5.4.1. Be served on the remaining Parties' Chief Executives and Chief Constables; 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.

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

7. SECTION 7: INTERNAL AUDIT

The DSU 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 DSU will be dealt with as per Section 16 of the Framework Agreement.

9. SECTION 9: FINANCE

The costs of establishing maintaining and delivering the DSU 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 DSU 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 DSU will be subject to the arrangements as set out in the ICT Protocol for the Framework Agreement.

12. SECTION 12: ESTATES

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

13. SECTION 13: FLEET

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

14. SECTION 14: INFORMATION MANAGEMENT

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

15. SECTION 15: COMMUNICATIONS

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

16. SECTION 16: PERFORMANCE MANAGEMENT


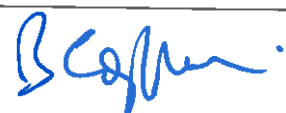
16.1 The DSU will be subject to the arrangements as set out in the Performance Management Protocol for the Framework Agreement.


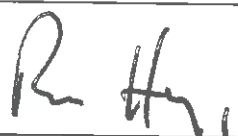
16.2 DSU project benefits realisation will be undertaken six months after completion of the implementation.



16.3 The performance measures for the DSU 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 NICHOLLS	Name	BARRY COOPER
Signature		Signature	
Date	22.7.16	Date	22/7/16

Chief Constable of Durham Constabulary		Police & Crime Commissioner for Durham	
Name	GARY RIDLEY	Name	RON HOGG
Signature		Signature	
Date	22 July 2016.	Date	22 July 2016

Chief Constable of North Yorkshire Police		Police & Crime Commissioner for North Yorkshire	
Name	TIM MADGWICK	Name	JANA MULLIGAN
Signature		Signature	
Date	22 7 2016	Date	22/7/16

Annex 1 – Dogs Support Unit Service Specification



DOG SUPPORT

INPUTS	SERVICE SPECIFICATION	
	Inputs	
<p>Trained police dogs Trained police dog handlers Trained kennel staff Equipment Vehicles Kennelling facilities Exercising and accreditation National Occupational Standards Policy and procedures Legislation, Welfare & Statutory Guidance National / Regional / Local Risk Assessments</p>	<p>Governance and Service Delivery</p> <p>Single head of profession Agreed command structure Agreed resourcing model Agreed common shift pattern Standardised policy and operating procedures Agreed common tasking and deployment process</p>	<p>Inc Sa En El St</p>
	<p>Training and Professional Development</p> <p>Agreed Training Plan Agreed Training Packages and CPD Effective training, exercising and accreditation Single training team working to common standards Standardised PSU and Firearms Support Tactics Agreed method for recording training, accreditation & deployment</p>	<p>Co Re Ag All</p>
	<p>Supporting Services</p> <p>Fleet Veterinary services Grooming services Agreed dog food provision Puppy training provision Police dog kennelling provision Dangerous dog kennelling provision Agreed training venue selection process</p>	<p>Sta Cre Put</p>
	<p>Links to Other Areas of Policing</p> <p>Public order Security events Response policing Community policing Crime investigation Proactive policing Firearms Policing</p>	
	<p>Core Service Requirements</p> <p><i>Proactive and Spontaneous Capability</i> (Available 24/7 with a maximum one hour attendance of incidents) General Purpose Dog capability Firearms Support capability Drugs/Cash/Weapons Search capability</p> <p><i>Reactive and Pre-planned Capability</i> (Available with a minimum of three days notice) PSU Support capability Victim Recovery capability Explosive Detection capability Dog Legislation Officer capability Passive Body Search capability</p>	

Annex 2 – Dogs Support Unit Functions

National Police Dog Strategy

This outlines the varied roles that police dogs undertake in relation to what the strategy considers is “an essential support to front line officers and police staff in a variety of roles including:-

1. Patrol activity as part of general policing.
2. Protection of the public, public reassurance, prevention and detection of crime.
3. In support of public order policing.
4. As a less than lethal option when supporting armed officers managing firearms incidents.
5. Person and property search.
6. Specialist Search (explosives, drugs, cash and firearms). This support is critical to the continued effectiveness of policing within the UK”.

Deployment Categories It is necessary to distinguish those police dog deployments that are not considered to be a direct use of force. Whilst it is recognised that a police dog is an animal that has its own decision making process (especially when under stress), they are, nonetheless subject to rigorous continual training and assessment making them safe and efficient to work in all operational circumstances.

Non use of force deployments may include:

1. Searching for suspects or vulnerable persons.
2. Searching for articles of evidential value.
3. Specialist searches (Drugs/Explosives/Firearms/Cadaver).
4. Crime scene.
5. Tracking of suspects from crime scenes (distinct from direct deployment apprehending offenders in flight).
6. Community engagement.

Use of force deployments include:

1. Pursuing and detaining a suspect who is making off.
2. Engaging and detaining a suspect who presents a threat.
3. Guarding and escorting suspects after apprehension.
4. Defending handler against attack.
5. Defending other officers against attack.
6. Protecting members of the public.
7. Protecting property.
8. Defending itself against attack.
9. Crowd control.

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Annex 3 - Approved Business Case (GPMS Protect Management) provided separately.

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