

**WEST MIDLANDS POLICE
AND CRIME
COMMISSIONER**

**NOTICE OF DECISION
[024/2017]**

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National Vehicle Crime Intelligence Service (NACVIS)/ National Wildlife Crime Unit (NWCU) and National Police Freedom of Information and Data Protection Unit (NPFDU) – Section 22A Collaboration Agreement

EXECUTIVE SUMMARY

A decision to sign the collaboration agreement for delivery of the National Units: National Vehicle Crime Intelligence Service (NACVIS)/ National Wildlife Crime Unit (NWCU) and National Police Freedom of Information and Data Protection Unit (NPFDU)

DECISION

To sign the proposed S22A collaboration agreement between the Chief Officers of Police of named police forces, and the Police and Crime Commissioners for those forces

West Midlands Police and Crime Commissioner

I confirm that I do not have any disclosable pecuniary interests in this decision and take the decision in compliance with the Code of Conduct for the West Midlands Office for Policing and Crime. Any interests are indicated below.

Signature.....

Date.....

FACTS AND ADVICE TO THE POLICE AND CRIME COMMISSIONER

INTRODUCTION AND BACKGROUND

This agreement relates to the set-up, definition and delivery of the functions and responsibilities of the National Units: National Vehicle Crime Intelligence Service (NACVIS)/ National Wildlife Crime Unit (NWCU) and National Police Freedom of Information and Data Protection Unit (NPFDU).

FINANCIAL IMPLICATIONS

There are no financial implications for West Midlands Police and Crime Commissioner arising from the agreement.

LEGAL IMPLICATIONS

The Agreement is made between the Parties pursuant to sections 22A to 22C, 23, and 23A to 23I of the Act.

For the purposes of s23(5) of the Act, the Chief Officers signatory to the Agreement agree that the Agreement is in the interests of the efficiency or effectiveness of one or more police forces.

For the purposes of s23A(5) of the Act, the policing bodies signatory to this Agreement agree that the Agreement is in the interests of the efficiency or effectiveness of one or more policing bodies or police forces.

For the purposes of s22A of the Act, the Agreement contains a force collaboration provision focused on providing collaborative operational services. Nothing contained or implied in the Agreement prejudices or affects the rights, powers, duties and obligations of the Commissioner in the exercise of his functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of the Commissioner pursuant to his functions may be as fully and effectually exercised as if this Agreement had not been made.

All Parties to this agreement accept that the provisions of s23E of the Police Reform and Social Responsibility Act [duty to publish information concerning collaboration agreements] will be discharged by each Party publishing the fact that this Agreement has been made and publishing a summary.

EQUALITY IMPLICATIONS

There are no equality implications arising from this agreement.

Schedule of Background Papers

- Collaboration Agreement Pursuant to Sections 22A to 22C, 23, 23A to 23I and 101 of the Police Act 1996 (as amended by the Policing and Crime Act 2009 and Police Reform and Social Responsibility Act 2011)