

POLICE AUTHORITY COLLABORATION AGREEMENT

This Agreement is made the FIRST day of DECEMBER 2011

Between:

Staffordshire Police Authority of Police Headquarters, Weston Road, Stafford ST18 OYY (hereinafter called "SPA") of the one part and **West Midlands Police Authority** of Police Headquarters, Lloyd House, Colmore Circus Queensway, Birmingham B4 6NQ (hereinafter called "WMPA") of the other part.

1. SCOPE AND PURPOSE

- 1.1 SPA and WMPA confirm that this Agreement is a Police Authority Collaboration Agreement (hereinafter referred to as a "PACA") in accordance with section 23 of the Police Act 1996 as amended by the Policing and Crime Act 2009.
- 1.2 At its meeting on the 7th October 2011 the joint committee of SPA and WMPA acting under delegated powers from the respective Authorities agreed to the establishment of Joint Legal Service between Staffordshire Police and West Midlands Police, as set out in the Joint Report of the Chief Constables of Staffordshire and West Midlands Police.
- 1.3 SPA and WMPA confirm that they have consulted and agreed with their respective Chief Constables to the formation of Staffordshire Police and West Midlands Police Joint Legal Services to provide legal services to the Chief Constables and Police Authorities of Staffordshire Police and West Midlands Police.
- 1.4 This decision represents a commitment by both SPA and WMPA and the respective Chief Constables to work together as part of the collaboration programme in the West Midlands. The title of this collaboration shall be "Staffordshire and West Midlands Police Joint Legal Services" (hereinafter referred to as "JLS").

2. COMMENCEMENT

- 2.1 The JLS commenced on 1 December 2011 and shall determine according to the termination provisions contained in the Police Force Collaboration agreement (the PFCA) annexed to this PACA and executed on the even date with this agreement .

3. THE SCOPE OF SERVICE AND STRUCTURE

- 3.1 The scope of service structures and the management and direction and control of that service is as set out in the PFCA.

4. BUDGETS AND PREMISES AND EQUIPMENT PROPERTY,

- 4.1 Any property premises systems and equipment owned by either SPA or WMPA which is used for the purposes of the JLS shall continue to be provided by the respective Authority for the benefit of the JLS. Any future property premises or equipment provided for the benefit of the JLS shall be provided and owned as may be decided or in default shall be deemed to be owned jointly by the Authorities.
- 4.2 The budgets determined by the Police Authorities for the purposes of the provision of legal services shall continue to be separately provided by them but pooled for the purposes of the JLS. After the first full year of operation the position will be reviewed and appropriate financial mechanism to determine the joint budget will be agreed by the Chief Constables and their respective Police Authorities.

5. CONFLICTS OF INTEREST AND CONFIDENTIALITY

The JLS has will at all times observe the Solicitors Code of Conduct on the issue of client confidentiality and the avoidance of conflicts of interest. SPA and WMPA confirm their understanding as between themselves of these requirements of legal practice as they will apply to the JLS including the right of a client to waive any right to confidentiality or legal privilege which they have without infringing the rights of other clients without their consent.

6. DATA PROTECTION AND FREEDOM OF INFORMATION

6.1 Nothing contained in this PACA shall prevent SPA and WMPA from disclosing and/or publishing under and in accordance with the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to this Agreement on the operation of the JLS.

7. LIABILITY AND INDEMNITIES

7.1 SPA and WMPA will assist each other and their respective Chief Constables in any way that may be reasonably necessary to enable the other to defend any actions claims and demands costs or charges claimed by a third party arising of any alleged breach of any obligations under this PACA and the associated PFCA

7.2 The SPA and WMPA shall indemnify each other against all actions, claims, demands, costs, charges and expenses made by any person arising from the indemnifying authority's wilful default, gross negligence, and gross misconduct, persistent breach of law or duty or substantial persistent failure to carry out the obligations of SPA or WMPA under this PACA.

7.3 The SPA and WMPA will maintain all necessary insurances not less favourable than currently enjoyed in respect of their employers liabilities and professional or other indemnity provisions for the benefit of the staff of the JLS and ensure that those arrangement clearly apply to and cover the staff working within the JLS. Further they shall on like terms maintain and extend for the benefit of staff working within the JLS the benefits of any indemnities provided to staff under the Local Authorities (Indemnities for Members and Officers) Order 2004 and as may be amended.

8. DISPUTES

8.1 Any dispute arising out of or in connection with this PACA will in the first instance be the subject of negotiation between the parties. If the dispute is not resolved the dispute shall be referred to the Chief Executives of SPA and WMPA who may refer it to an independent mediator to be appointed jointly by them. The cost of such mediation shall be borne equally between SPA and WMPA.

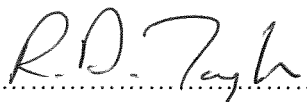
9. REVIEW

9.1 This PACA will be reviewed by the Joint Committee on 1 December 2012 or the next meeting after that date and at each subsequent anniversary of the commencement date thereafter.

10. TERMINATION

10.1 The termination of this PACA shall be carried out in like manner to that contained within the PFCA termination provisions. In the event of termination in accordance with paragraph 16.2 of the PFCA or this PACA any costs associated with and occasioned by termination of the agreement shall be borne equally between SPA and WMPA or according to such other proportion as may be agreed between them.

IN WITNESS whereof the parties have signed below on the date indicated.

Signed by Damon Taylor Chief Executive
On behalf of Staffordshire Police Authority 

Signed by Jacky Courtney Chief Executive
On behalf of West Midlands Police Authority 