

**Collaboration Agreement Pursuant to Sections 23 and
23A to 23I of the Police Act 1996 (as amended by the
Policing and Crime Act 2009)**

relating to the

**Wiltshire and Avon and Somerset Major Crime
Investigation Teams**

Chief Constable of Avon and Somerset Constabulary

-and-

Chief Constable of Wiltshire Police

-and-

Avon and Somerset Police Authority

-and-

Wiltshire Police Authority



**Avon & Somerset
Police Authority**

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WPA
Wiltshire Police Authority

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THIS AGREEMENT is made on 31st December 2010 and will commence on 4th January 2011

BETWEEN

1. Chief Constable of Avon and Somerset Constabulary; and
2. Chief Constable of Wiltshire Police; and
3. Avon and Somerset Police Authority; and
4. Wiltshire Police Authority.

IT IS AGREED

1. INTRODUCTION AND LEGAL CONTEXT

- 1.1 CCAS and CCWP have identified significant operational and financial benefits in terms of increased capacity, capability and resilience in establishing the MCIT to discharge the functions the subject of the Service in the geographical areas for which they are responsible for policing.
- 1.2 ASPA and WPA have resolved to establish the MCIT comprising officers and staff from the police forces they maintain.
- 1.3 This Agreement is made between the Parties pursuant to Sections 23 and 23A to 23I of the Act and by signing this Agreement WPA and ASPA confirm that they have approved the making of this Agreement.
- 1.4 For the purposes of Section 23(5) of the Act, CCAS and CCWP have determined that this Agreement is in the interests of the efficiency and effectiveness of their respective forces.
- 1.5 For the purposes of Section 23A(5) of the Act, ASPA and WPA have determined that this Agreement is in the interests of the efficiency and effectiveness of ASPA and WPA and the forces they maintain.
- 1.6 This Agreement will be both a police force collaboration agreement ("PFCA") and a police authority collaboration agreement ("PACA") for the purposes of the Act.

2. DEFINITIONS

- 2.1 In this Agreement, unless the context otherwise requires:

"Act"	means the Police Act 1996 (as amended by the Policing and Crime Act 2009);
"Agreement"	means this agreement and the appendices to it
"ACC"	means a lead protective services Assistant Chief Constable of Avon and Somerset Constabulary, as the case may be;
"ASPA"	means Avon and Somerset Police Authority;
"Brunel Joint Committee"	means the statutory joint committee established by the Police Authorities under Sections 101 to 107 of the Local Government Act 1972 for the purposes of exercising governance over the MCIT, the terms of reference of which are set out in Appendix B to this Agreement;

"Brunel Management Board"	means the management board referred to in clauses 4.4 to 4.7 of this Agreement.
"Business Case"	means the Avon and Somerset Constabulary and Wiltshire Police Major Crime Collaboration Business Case dated 17 th March 2010;
"CCAS"	means the Chief Constable of Avon and Somerset Constabulary ;
"CCWP"	means the Chief Constable of Wiltshire Police
"Detective Superintendent"	means a Detective Superintendent of Avon and Somerset Constabulary or Wiltshire Police (as the case may be) assigned to the MCIT and who shall provide dedicated management of the MCIT and support to the Assistant Chief Constable;
"Home Force"	means the force of which a police officer is a member, or police authority of which a member of police staff is employed, as the case may be;
"ICT"	means information and communications technology
"MCIT "	means Major Crime Investigation Team ;
"MCIT Budget"	means the funding set aside by the Parties for the MCIT;
"Parties"	means CCAS, ASPA, WPA and CCWP and "Party" shall be construed accordingly;
"Relevant contributions"	means the respective proportions and financial contributions from each party as set out in Appendix E and reviewed in accordance with clause 7.
"Service"	means the police operational services set out in Appendix A to this Agreement
"WPA"	means Wiltshire Police Authority;
"Year"	means each year commencing 4 January so that the first Year commences on 4 January 2011 and ends on 3 January 2011 and the second Year commences on 4 January 2011 and so on ;

2.2 In this Agreement, unless otherwise specified:

- (a) the headings are for convenience only and shall not affect its interpretation;
- (b) references to a clause, appendix or paragraph are to a clause, appendix or paragraph in this Agreement;
- (c) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- (d) any reference to any statute shall include references to the same as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment);

- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
- (f) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
- (g) reference to the plural shall include the singular and *vice versa*, and reference to one gender includes reference to all genders;
- (h) any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, permitted assigns and transferees;
- (i) words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- (j) any reference to a notice, consent, approval, agreement and/or permission being required under this Agreement shall, unless expressed to the contrary in this Agreement, be given in writing;
- (k) all agreements on the part of any party comprising more than one person or entity shall be joint and several and throughout this agreement the neuter singular gender shall include all genders and the plural.

3. SCOPE AND PURPOSE OF AGREEMENT

- 3.1 This Agreement legislates for the establishment of a MCIT which will provide the Service in the geographical areas policed by Avon and Somerset Constabulary and Wiltshire Police.
- 3.2 The purpose of this Agreement is to govern the Parties' collaborative working and sets out their respective roles and responsibilities in relation to the MCIT.
- 3.3 The Appendices to this Agreement will have effect.

4. GOVERNANCE

Brunel Joint Committee

- 4.1 WPA and ASPA shall establish the Brunel Joint Committee for the purposes of providing regional oversight and scrutiny of the MCIT. The Brunel Joint Committee's terms of reference are set out in Appendix B to this Agreement
- 4.2 The membership of the Brunel Joint Committee will be made up of two members appointed from each of WPA and ASPA.
- 4.3 The chair and deputy chair of the Brunel Joint Committee will alternate annually with the first chair appointed from WPA and the first deputy chair appointed from ASPA. During the second year of this Agreement the chair will be appointed from ASPA and the deputy chair will be appointed from WPA and so on. Both the chair and deputy shall be invited to attend any agenda briefing meetings.

Brunel Management Board

- 4.4 CCAS and CCWP shall establish the Brunel Management Board for the purposes of reviewing the tasking and performance of the MCIT. The Brunel Management Board's terms of reference are set out in Appendix C to this Agreement.
- 4.5 The membership of the Brunel Management Board shall be the lead protective services Assistant Chief Constable from Avon and Somerset Constabulary and Wiltshire Police, the Detective Superintendent, and the lead officers for the MCIT from both Avon and Somerset Constabulary and Wiltshire Police and the Head of the Counter Terrorist Investigation Unit.
- 4.6 The Chair of the Brunel Management Board will alternate annually with the first chair appointed from Avon & Somerset Constabulary and the first deputy chair from Wiltshire Police. During the second year of this Agreement the chair will be appointed from Wiltshire Police and the deputy chair will be appointed from Avon and Somerset Constabulary and alternate thereafter. CCWP may invite any member of WPA to attend any meeting of the Brunel Management Board. CCAS may invite any member of ASPA to attend any meeting of the Brunel Management Board.
- 4.7 The Brunel Management Board will meet twice in each year of the Agreement.

5. MANAGEMENT OF THE ARRANGEMENT

- 5.1 The CCAS or the ACC will task the MCIT in accordance with the tasking protocol set out in Appendix A to this Agreement.
- 5.2 The Brunel Management Board will ensure that the MCIT will provide the Service as far as possible to provide the most effective and efficient use of resources and will account to the Brunel Joint Committee.
- 5.3 The Detective Superintendent will provide day to day management of the MCIT and will implement the working practices and policies for the MCIT agreed by the Parties.
- 5.4 In the event that the role of Detective Superintendent becomes vacant the recruitment of a replacement Detective Superintendent will be managed and agreed by the CCAS and CCWP.

6. LENGTH OF AGREEMENT

This Agreement and the rights and obligations of the Parties to this Agreement shall take effect on the date of this Agreement and shall continue in full force and effect until terminated in accordance with Clause 9.

7. MONITORING AND REVIEW OF THE MCIT AND THIS AGREEMENT

- 7.1 This Agreement and the MCIT shall be reviewed by the Parties in accordance with this Clause 7.
- 7.2 There shall be an ongoing review and assessment by the Brunel Joint Committee of this Agreement and the MCIT to ensure that it is continuing to meet the Parties' operational, commercial and financial objectives.

- 7.3 Within one (1) month of the first anniversary of the date of this Agreement, the CCAS or the ACC shall provide a written report to the Brunel Joint Committee which shall include details of:
- (a) the current performance of the MCIT, including an analysis of the benefits and risks identified to date;
 - (b) progress against the key objectives identified in the Business Case;
 - (c) any recommendations for consideration by the Brunel Joint Committee
- 7.4 Within one (1) month of the second anniversary of the date of this Agreement, the Parties shall undertake a full review of this Agreement and the MCIT which will include:
- 7.4.1 the costs and benefits of the MCIT in respect of the Service it provides to WPA and ASPA;
 - 7.4.2 relevant contributions of the MCIT based on the use made of the MCIT by CCWP and CCAS; and
 - 7.4.3 whether police officers and police staff deployed in the MCIT should be seconded from one Party to another
- 7.5 A review of the relevant contributions based on the use made by the CCWP and CCAS will be made after the third and each subsequent anniversary of the date of this Agreement.

8. VARIATION OF AGREEMENT

8.1 *Variation*

This Agreement may only be varied with the unanimous consent of the Parties .

8.2 *Invitation To Other Police Authorities and Forces*

With the prior written consent of the Parties, additional police authorities and chief constables in the United Kingdom may be invited to join the Parties and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect which incorporates and (where appropriate to accommodate other police authorities and chief constables joining the Agreement) varies the terms of this Agreement.

9. TERMINATION OF AGREEMENT

- 9.1 Any Party may terminate this Agreement on giving not less than twelve (12) months written notice of its intention to terminate to the other Parties.

10. CONSEQUENCES OF THE DISSOLUTION OF THE AGREEMENT

On termination of this Agreement for whatever reason:

10.1 *Facilities, Assets, Accommodation, Equipment (including ICT)*

WPA and ASPA will be entitled to a share of the assets (or their value) purchased for the MCIT calculated in accordance with the relevant contributions.

10.2 *Police Officers and Police Staff*

The police officers and police staff of the MCIT shall return to their Home Force and direction and control (and all associated liability) shall lie with the Chief Constable of their Home Force.

10.3 *General duty to act in good faith*

The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the MCIT to ensure continuity of service in both force areas.

11. DISPUTE RESOLUTION

11.1 Any difference or dispute between CCWP and CCAS arising out of or in connection with this Agreement, including any question as to the validity of this Agreement and any dispute arising before or after termination of this Agreement that cannot be resolved by CCWP and CCAS will be referred to the Brunel Joint Committee for resolution.

11.2 Any difference or dispute arising out of or in connection with this Agreement, including any question as to the validity of this Agreement and any dispute arising before or after termination of this Agreement involving either WPA or ASPA will be referred to the Brunel Joint Committee for resolution.

12. DIRECTION AND CONTROL AND ACCOUNTABILITY

12.1 *Direction and Control*

12.1.1 Subject to clauses 12.1.4 and 12.2 of this Agreement the CCAS will have direction and control of all police officers and police staff of the MCIT.

12.1.2 The CCAS may delegate the direction and control of the MCIT to the ACC.

12.1.3 Clauses 12.1.1 and 12.1.2 shall have effect so as to enable the exercise by police staff of MCIT of those designated police powers restricted to "the relevant police area" pursuant to Schedule 5 Police Reform Act 2002 throughout the police areas of Avon and Somerset and Wiltshire.

12.1.4 Either CCWP or CCAS may take direction and control of any investigation by the MCIT from the MCIT in the geographical area for which he is responsible by notifying the other chief constable PROVIDED THAT if either CCWP or CCAS exercises the right under this clause he may only remove or use any of the assets of the MCIT in order to facilitate the transfer of the direction and control of the relevant investigation.

12.1.5 For the avoidance of doubt any exercise of the right in clause 12.1.4 of this Agreement will be without prejudice to the continuation of this Agreement.

12.2 *Accountability*

12.2.1 Notwithstanding clauses 12.1.1 and 12.1.2 of this Agreement the CCWP will be accountable for any investigation conducted by the MCIT in the Wiltshire police area.

12.2.2 Notwithstanding clauses 12.1.1 and 12.1.2 of this Agreement the CCAS will be accountable for any investigation conducted by the MCIT in the Avon and Somerset police area.

12.2.3 CCAS and the ACC will account to the Brunel Joint Committee for the Service.

12.3 *Complaints and misconduct*

Any complaints about the work of the MCIT or misconduct matters arising from the staff or officers in the MCIT will be dealt with in accordance with the statutory provisions and guidance and Appendix A.

12.4 *Liability*

12.4.1 Each Party will maintain public liability, employer's liability and fleet insurance so as to meet any and all legal liability that it may incur. Financial liability will be reviewed within three months of the date of commencement of this agreement and shall be apportioned in the relevant contributions with effect from 1 April 2011 unless otherwise agreed, such agreement not to be unreasonably withheld or delayed.

12.4.2 Claims will be handled in accordance with Appendix A.

13. POLICE OFFICERS & POLICE STAFF

13.1 Unless the Parties agree otherwise there will be no secondments from one Party to another of any of the police officers or police staff deployed in the MCIT during the first two years of the Agreement when the collaboration the subject of this Agreement will be a joint services agreement.

13.2 The numbers of police officers and police staff (and their roles) to be provided by the Parties at the commencement of this Agreement are set out in Appendix D. The numbers of police officers and police staff (and their roles) to be provided by the Parties may be varied with the approval of the Brunel Management Board, subject to the agreement of the Brunel Joint Committee where the variation will have a financial impact on any Party.

13.3 The Parties agree that the police officers and police staff provided to the MCIT in accordance with this Clause 16 shall continue as sworn constables (in the case of police officers) and employees (in the case of police staff) of their Home Force irrespective of their place of work and as such the Home Force shall remain responsible for their pay, welfare, pensions, employment terms and conditions and all other respective employment and service matters.

13.4 Notwithstanding any working practices and policies for the MCIT, the Parties acknowledge and agree that they are committed to:

- (i) promoting equality and fairness and creating a working environment where diversity is recognised, valued and celebrated;
- (ii) treating all police officers and police staff with dignity and respect, ensuring equality of opportunity in all areas of the working relationship; and
- (iii) developing police officers and police staff in order to realise their full potential.

13.5 The Parties will agree the working policies and practices that are to apply to MCIT.

14. PUBLIC INTEREST DISCLOSURES

The Parties acknowledge and agree that for the purposes of the legal protection against victimisation and dismissal provided for individuals under the Public Interest Disclosure Act 1998 ("PIDA") who disclose information so as to expose malpractice and matters of similar concern (known as "whistleblowers"), police officers and police staff shall be entitled to report such "whistleblowing" matters back to their Home Force and it is their Home Force who shall be obliged to give such legal protection pursuant to PIDA.

15. DATA COLLECTION MODEL

- 15.1 The Parties shall agree a data collection model for the purposes of recording the performance of the MCIT for presentation to the Brunel Joint Committee.

16. COST OF MCIT

- 16.1 The cost of the MCIT will be borne by WPA and ASPA in the relevant contributions as set out in Appendix E. The cost of the MCIT in each Year will be agreed by the Brunel Joint Committee before the start of the relevant Year provided that in each of the first two Years the cost of the MCIT will not exceed £6,334,000 unless otherwise agreed by the Brunel Joint Committee or except to pay for any annual incremental progression in staff pay scales and assuming there is no national pay award agreed in Sept 2011. If total costs increase beyond £6,334,000 the additional costs will be apportioned in the relevant contributions.

PROVIDED THAT any cost incurred by any of the Parties under clause 17.3(c) of this Agreement will not form part of the cost of the MCIT.

- 16.2 At the end of each month calculated from the commencement of this Agreement ASPA and WPA will send to each other a statement setting out the amount spent by ASPA or WPA (as the case may be) during the relevant month. The statement will include details of the overtime incurred by officers and staff on all operations during the relevant month.
- 16.3 Each Party may request further information on what another Party has spent on the MCIT.
- 16.4 If at the end of any six month period calculated from the commencement of this Agreement ASPA has incurred more than its relevant contribution to the cost of the MCIT during that six month period, WPA will pay ASPA the amount by which the cost incurred by ASPA exceeded the relevant contribution of the total cost of the MCIT during the relevant six month period.
- 16.5 If at the end of any six month period calculated from the commencement of this Agreement WPA has incurred more than its relevant contribution of the cost of the MCIT during that six month period, ASPA will pay WPA the amount by which the cost incurred by WPA exceeded the relevant contribution of the total cost of the MCIT during the relevant six month period.
- 16.6 In the event that either clause 16.4 or 16.5 has effect the Parties will provide whatever documentation is required (including invoices) in support of any payment to be made under those clauses.
- 16.7 Both ASPA and WPA will appoint officers to monitor the spending of the MCIT Budget who will report to the Brunel Management Board and the Brunel Joint Committee.

17. FACILITIES AND EQUIPMENT

- 17.1 Subject to Clause 17.2, each Party shall remain liable for any costs and/or expenses incurred in connection with any facilities, assets, accommodation and/or equipment (including ICT) provided by it for the purposes of this Agreement and as such ownership (including, where applicable, title and risk) of any such facilities, assets, accommodation and/or equipment (including ICT) shall remain with the Party providing it .
- 17.2 Any joint funding or co-ownership of facilities, assets, accommodation and/or equipment (including ICT) shall be agreed in advance (in writing) by the Brunel Joint Committee which shall also determine (at the same time) how such facilities, assets, accommodation and/or equipment (including ICT) shall be treated by the Parties on termination of this Agreement.
- 17.3 In respect of ICT to be used by the MCIT for the purposes of this Agreement:
- (a) the Parties shall each allow the other to access and use their respective ICT;
 - (b) each Party shall provide the other with sufficient training (at no cost) so that each member of the MCIT is capable of accessing and using the other Parties' ICT;
and
 - (c) each Party will bear the cost it incurs to enable the convergence of ICT between all the Parties.

18. PROCUREMENT

Wherever practicable ASPA will procure all assets for the MCIT from the date of commencement of this Agreement.

19. INSURANCE AND INDEMNITY

19.1 Insurance

19.1.1 Without thereby limiting its responsibilities under this Agreement ASPA shall arrange insurance to cover its obligations under this Agreement.

19.1.2 Without thereby limiting its responsibilities under this Agreement WPA shall arrange insurance to cover its obligations under this Agreement.

19.2 General Indemnity

ASPA and WPA shall each indemnify the other against all losses, claims, damages, costs charges, expenses, uninsured liabilities, demands or proceedings incurred or brought as a result of its negligence and/or breach of its obligations under this Agreement.

20. AUDIT AND INSPECTION

Any audits and/or inspections shall be co-ordinated by the Brunel Joint Committee.

21. INFORMATION MANAGEMENT

21.1 All Parties shall share information where appropriate to fulfil the purposes of this Agreement, subject to any conditions imposed by the Party providing the information in respect of such disclosure (including information obtained under the Regulation of Investigatory Powers Act 2000 and from CHIS).

21.2 Any request for information under Freedom of Information Act 2000 or Data Protection Act 1998 received in respect of the MCIT shall be co-ordinated by the MCIT and dealt with by the Parties accordingly.

22. BOILER PLATE PROVISIONS

22.1 PUBLICATION

The parties agree that the provisions of S23E Police Act 1996 will be discharged by each party by the publication of this Agreement excluding Appendices D and E, which, subject to any legal requirement to do so, no Party shall disclose (or any details of their contents) to any third party without the prior written consent of the other Parties.

22.2 FURTHER ASSURANCE

Each Party agrees to use all reasonable endeavours to do or procure to be done all such further acts and execute or procure the execution of all such documents as any other Party may from time to time reasonably require for the purpose of giving the other Parties the full benefit of the provisions of this Agreement.

22.3 NO AGENCY OR PARTNERSHIP

22.3.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.

22.3.2 Neither Party shall act or describe itself as the agent of any other Party, nor shall it make or represent that it has authority to make any commitments on the behalf of any other Party.

22.4 ENTIRE AGREEMENT

This Agreement, including its Appendices, sets out the entire agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them.

22.5 STATUTORY POWERS

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of each of the Parties in the exercise of their respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

22.6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 the Parties state that they do not intend any term of this Agreement to be enforced by any third parties.

22.7 COUNTERPARTS

This Agreement may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Agreement.


22.8 LEGALLY BINDING


The Parties agree that this Agreement shall be fully legally binding between the Parties.

22.9 GOVERNING LAW AND JURISDICTION


This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.


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

Police force	Chief Constable	Signature	Date
Avon and Somerset Constabulary	COLIN PORS		31 st Dec 2010
Wiltshire Police			

Police Authority	Chief Executive	Signature	Date
Avon and Somerset Police Authority	JOHN SMITH		30/12/10
Wiltshire Police Authority			

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

Police force	Chief Constable	Signature	Date
Avon and Somerset Constabulary			
Wiltshire Police	BRIAN MOORE		30 December 2020

Police Authority	Chief Executive	Signature	Date
Avon and Somerset Police Authority			
Wiltshire Police Authority	KIERAW KILGALLAN		30th December 2020

SCHEDULE

Appendix A – Service Level Agreement

Appendix B – Terms of Reference Brunel Joint Committee

Appendix C – Terms of Reference Brunel Management Board

Appendix D – Numbers of Police Officers, Staff and Roles

Appendix E – Financial arrangements

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APPENDIX A

THE RESOURCING, MANAGEMENT AND OWNERSHIP OF HOMICIDE INVESTIGATIONS AND OTHER MAJOR CRIME WITHIN AVON AND SOMERSET AND WILTSHIRE

A SERVICE LEVEL AGREEMENT BETWEEN THE MAJOR CRIME INVESTIGATION TEAM AND DISTRICTS/DIVISIONS/DEPARTMENTS

1. BASIC PRINCIPLES

- 1.1. The team will have investigative ownership of all Categories A+ – C homicides (see Appendix A) throughout both Force areas. This will include corporate manslaughter investigations, incidents of gross negligence manslaughter and deaths abroad.
- 1.2. The team will actively seek to support investigations such as work related deaths and deaths in health care settings and other high profile investigations and inquests, where there is capacity to do so. This would also be the case for any other major crime that was highlighted through the tasking process, as requiring support from the collaborative team where capacity was available.
- 1.3. Specialist support in terms of consultancy to provide support for major crime investigations falling outside of this remit, that are being carried out on the BCU's of both forces will continue to be provided.
- 1.4. The Heads of CID, Head of MCIT and District/Divisional Senior Detective will discuss the responsibility for and ownership of investigations into deaths that are unlikely to result in criminal proceedings. Where this forum cannot agree, the Head of MCIT/Senior Responsible Officer (ACC Lead) will make the final decision in consultation with the relevant BCU Commander.
- 1.5. The initial response and deployment of resources to the discovery of a major crime, is the core business of a District/Division. It must be anticipated that at any time of the year frontline District/Divisional staff will be initially deployed to major incidents.

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- 1.6. Districts/Divisions will be responsible for the provision of sufficient resources to ensure the protection and preservation of crime scenes. This will include the maintenance of scene cordons and the crime scene log.

2. INITIAL ACTION – SUDDEN DEATH

- 2.1. The Sudden Death Policy for each force details action to be taken in response to the strategic processes detailed within this Service Level Agreement.

3. INITIAL ACTION – POTENTIAL HOMICIDE/SUSPICIOUS DEATH/MAJOR CRIME (SEE APPENDIX B)

- 3.1. District/Divisional Officers responding to an incident should be guided by the following principles, which underpin all major investigations.

- Preservation of life
- Preservation of the scene
- Securing of evidence
- Identification of the victim
- Identifying the suspect

- 3.2. Included in this response will be the notification of the District/Divisional (On Call) CID who will attend the scene, make an initial assessment and ensure that the above principles are adhered to.

- 3.3. The District/Divisional (On Call) Senior Detective should then be notified of the incident and make a critical assessment of all the available information. 'Golden Hour' principles and 'fast track' actions are to be considered.

- 3.4. Where the nature of the incident necessitates, the on call Avon and Somerset D/Superintendent/Wilts SIO will be notified.

- 3.5. A discussion will take place between the Heads of CID and the Avon and Somerset D/Supt/Wilts SIO to determine the category, ownership, and resourcing of the investigation. The discussion will result in one of the following outcomes:-

- 1) An Avon and Somerset D/Supt/Wilts SIO will remain the SIO of the investigation of high profile Category A cases, using MCIT resources.
- 2) The MCIT will take ownership of the investigation, including the appointment of the SIO.

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- 3) For the purposes of training/development/succession planning a District/Divisional CID Officer may be appointed SIO or Deputy SIO, supported by MCIT resources.
- 4) Investigation to remain with the District/Division, no further action by MCIT.

Where it is proposed to appoint a District/Divisional CID officer as SIO and/or Deputy SIO, the Heads of CID will consult with the District/Divisional Commander to seek prior agreement.

- 3.6. It is important that each investigation should be subjected to a periodic review to ensure correct categorisation.

4. GENERAL PRINCIPLES

- 4.1. The on call Avon and Somerset D/Supt/Wilts SIO called to a suspected homicide or other major crime will be responsible for the initial control and investigation of the incident until the formal appointment of an SIO.
- 4.2. This Detective must be consulted for authority for the attendance of a Home Office Pathologist, or the instigation of a forensic post mortem, which will be arranged through the Coroners Officer.
- 4.3. The on call Avon and Somerset D/Supt/Wilts SIO will ensure that the Heads of CID, or deputy, and the Head of the MCIT are informed of the incident as soon as practicable, and in any event by 0800hrs on the morning immediately following the incident.
- 4.4. A decision may be required on the location of the MIR and HOLMES2 at sites around both forces other than Kenneth Steele House/Marlborough.

5. RESOURCES

- 5.1. The MCIT Logistics Manager will co-ordinate the deployment of resources to major investigations maintaining clear lines of communication with relevant senior officers. The MCIT will maintain an on call logistics capability to cover 24/7 deployment.
- 5.2. There may be exceptions where, for example, a Category A investigation needs additional extensive resourcing from both District/Divisional and Headquarters departments over and above that which MCIT is able to provide. In these circumstances, the Senior Responsible Officer will take an active role in ensuring that abstractions from districts/divisions and Headquarters departments are proportionate and that service delivery to the public is not adversely affected. These incidents will be rare but when they

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occur, it will be important for both Constabularies to deliver the highest investigative standards in order to maintain the trust and confidence of their communities.

- 5.3. There must be recognition that the investigation of a homicide can provide significant developmental opportunities for staff within Districts/Divisional Departments outside of the MCIT. This will allow for succession planning surrounding key roles and responsibilities. It will also assist in the PIP accreditation process. These enhancement opportunities cannot be overlooked. They will apply to all roles of an MIR and should be the subject of agreement between the Logistics Manager, the Heads of MCIT and District/Divisional Department managers.
- 5.4. Detectives and other staff from the MCIT, when not deployed to incidents referred to in paragraphs 1.1 and 1.2 may be deployed to assist District/Divisional Department investigations following the tasking processes (see Appendix C and D) and consultation with MCIT management and Logistics Manager.

6. SPECIALIST RESOURCING

- 6.1. A homicide or suspicious death involving either the death of a child or where the death is domestic abuse related, racially aggravated or hate motivated will on many occasions require the expertise of staff who have experience in these fields of investigation.
- 6.2. The Public Protection Units (PPUs) specialise in investigating incidents of that nature. They can contribute experience, and are also able to identify best practice when conducting investigations involving multi agency partners such as Social Services and the National Health Service. In these circumstances the MCIT would maintain overall ownership of such an investigation and provide staff for the enquiry. However, consideration will be given to retaining some specialist staff from the respective PPU to provide knowledge and expertise when investigating such incidents.
- 6.3. Whilst the MCIT has intelligence capability including intelligence managers and intelligence officers/researchers there will be occasions when specialist resources will be required such as, surveillance, financial investigations, covert operations and additional specialised intelligence resources. This may require Districts/Divisional Departments to provide assistance in filling these roles on a short term or temporary basis. Any deployment of such staff will be with the agreement of District/Divisional senior managers.

7. FAMILY LIAISON OFFICERS

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- 7.1. Requests for the deployment of Family Liaison Officers (FLOs) must be directed to the MCIT on call officers, who will manage the requirement in conjunction with the FLO Co-ordinators.
- 7.2. The lead FLO for a homicide will come from the MCIT, however the role of secondary FLO should normally be supplied by District/Division. It is important to develop and maintain the skills of the trained FLOs based on District/Division, as utilising a local FLO can provide the family of a victim with knowledge of local support organisations and local community groups.

8. MONITORING PROFESSIONAL STANDARDS

- 8.1. The Head of the MCIT, on behalf of the Senior Responsible Officer is responsible for the decision whether to manage an incident on HOLMES 2, MINI HOLMES or use a manual HOLMES system.
- 8.2. Chief Officers have an important role in ensuring that homicides and other major crimes are investigated to the highest standard as well as supporting staff engaged in such investigations, particularly SIOs.
- 8.3. The Chief Constable with responsibility for direction and control of resources, will nominate a Senior Responsible Officer who will have specific responsibility for homicide and major crime investigations. When the Heads of CID, or deputies, fulfill a function formally reserved for the Senior Responsible Officer they will ensure that all such decisions are ratified and endorsed by the Senior Responsible Officer (ACC Lead) at an early opportunity.
- 8.4. The Senior Responsible Officer will retain an ongoing responsibility in relation to policy/working practices, all cases and reviews. In order to facilitate the discharge of these responsibilities during the investigation of a major incident, the Senior Responsible Officer in conjunction with the Heads of CID will ensure the below areas are addressed. Section 3 of the Major Crime Administration System template is to be endorsed as each area is addressed.

Accountability

- 8.5. The head of MCIT, on behalf of the Senior Responsible Officer will appoint appropriately accredited SIOs, Deputy SIOs and where applicable officers who will mentor the SIOs. It is imperative that absolute clarity and understanding of individual responsibilities exists in these deployments.
- 8.6. The reasons for the selection of these officers should be recorded. The Senior Responsible Officer should be informed of these deployments at an

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early stage and should only confirm them if satisfied with their appropriateness.

Community Impact Assessments

- 8.7. The District/Divisional Commanders, in consultation with the SIOs, are responsible for the completion and management of, and response to, any Community Impact Assessment.
- 8.8. On behalf of the Senior Responsible Officer the Heads of CID will establish that an impact assessment has been made and be satisfied that it represents an accurate interpretation of the impact of the crime. In consultation with the relevant District/Divisional Commanders or deputies, the Heads of CID will ascertain the District/Divisional response to the impact assessment and be responsible for briefing the Senior Responsible Officer as to its effectiveness.
- 8.9. The Heads of CID, in consultation with the District/Divisional Commanders, should review the impact assessment during the course of the investigation as necessary. Where appropriate the Senior Responsible Officer should consider direct involvement in this process and should be prepared to intervene or mediate as necessary.

Professional Standards

- 8.10. The Senior Responsible Officer and the Heads of CID will actively and visibly promote and monitor professional and ethical standards by ensuring regular visits are made to the MIRs, which should be overt and reflect an active involvement.
- 8.11. Timely reviews of the case will be commissioned by the Senior Responsible Officer. Reviews play an important part in supporting the Investigating Officers, whilst contributing to the quality assurance process of ensuring high professional standards. Reviews will be conducted in accordance with separate force policy.
- 8.12. The Heads of CID will be responsible for managing the recommendations made by the review teams and will ensure that the Senior Responsible Officer is briefed as to the results of the reviews.
- 8.13. A performance template has been devised in conjunction with both Forces Performance and Process Improvement Departments. This will feed into the PAT process (ASC) and the Strategic Performance Committee (Wilts) and will report on costs, abstractions, from and to other Divisions and

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Districts and quality of service. This will be managed and maintained by the HQ CID Business Units.

Media Issues

- 8.14. The formation of media strategies relevant to the investigation fundamentally rests with the SIOs supported by the Media Communication Units. There may be some cases where the impact of either the offence or the investigation merits Senior Responsible Officer intervention.
- 8.15. The Senior Responsible Officer in consultation with the Heads of CID, will consider the SIOs media strategy with these issues in mind, documenting any observations. Where appropriate they must ensure that such intervention and personal involvement is undertaken.
- 8.16. Where there is significant local concern arrangements will be made to ensure that the senior officer (i.e. D/Ch. Supt or ACC) briefing the media is from the force where the incident has occurred.

Welfare

- 8.17. Organisational structures are in place to support the welfare needs of the officers working in the investigation of homicide and other major crimes e.g. Occupational Health. It is the responsibility of the Senior Responsible Officer to ensure these structures are utilized if required.
- 8.18. The Heads of CID, on behalf of the Senior Responsible Officer should identify, consider and record any particular welfare concerns. Where appropriate these should be brought to the attention of the Senior Responsible Officer and, in any event, appropriate support and action should be provided.

Major Crime Administration System (MCAS)

- 8.19. The MCAS template for funding and resources will be commenced at the earliest opportunity. MCAS is accessible through the Avon and Somerset Tools and Applications page. Upon notification to MCIT of a major crime, it will be the responsibility of the senior management teams at MCIT to commence a new template and endorse Section 1 giving sufficient detail of the incident to enable it to be easily distinguished from any other incident.
- 8.20. The template must be ready for the Heads of CID to complete section 2 within 24 hours of the incident and then available to the Senior Responsible Officer for their completion of Section 3. At the conclusion of the investigation, an officer from MCIT will ensure that section 8 of the form is completed.

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8.21. The purpose of MCAS is to provide governance to the recording and monitoring of the organisational response to any given major crime. It should give structure to meetings held between the Heads of CID and the Senior Responsible Officer. It should provide a basis for auditing the integrity of organisational response and accountability of Senior Management and Senior Responsible Officer involvement in major crime investigations.

Complaints handling

8.22. Complaints will be recorded by Avon and Somerset Professional Standards Department.

8.23. Avon and Somerset Professional Standards Department will consult and agree an investigative plan with Wiltshire Professional Standards Department dependent on the nature of the complaint or report.

8.24. Disciplinary proceedings will be dealt with by the home force in accordance with the legislation and statutory guidance and respective HR policies.

8.25. Avon and Somerset Professional Standards Department will report on a six monthly basis to the Brunel Management Board.

Claims handling

8.26. Any claims in respect of any activity or conduct of the MCIT will be notified to Avon and Somerset Legal Services Directorate who shall maintain a central database including recording outcomes.

8.27. Avon and Somerset Legal Services Directorate will consult and agree claims handling with Wiltshire Police Authority dependent on the nature of the liability and the extent to which the MCIT is involved in the overall claim.

8.28. Instructions will be given by the Head of MCIT as required in respect of the handling of any claim.

8.29. Avon and Somerset Legal Services Directorate will report on a six monthly basis to the Brunel Management Board.

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APPENDIX A

Category A+

A homicide or other major investigation where public concern and the associated response to media intervention is such that normal staffing levels are not adequate to keep pace with the investigation.

Category A

A homicide or other major investigation which is of grave concern or where vulnerable members of the public are at risk, and where the identity of the offender(s) is not apparent or the investigation and securing evidence requires significant resource allocation.

Category B

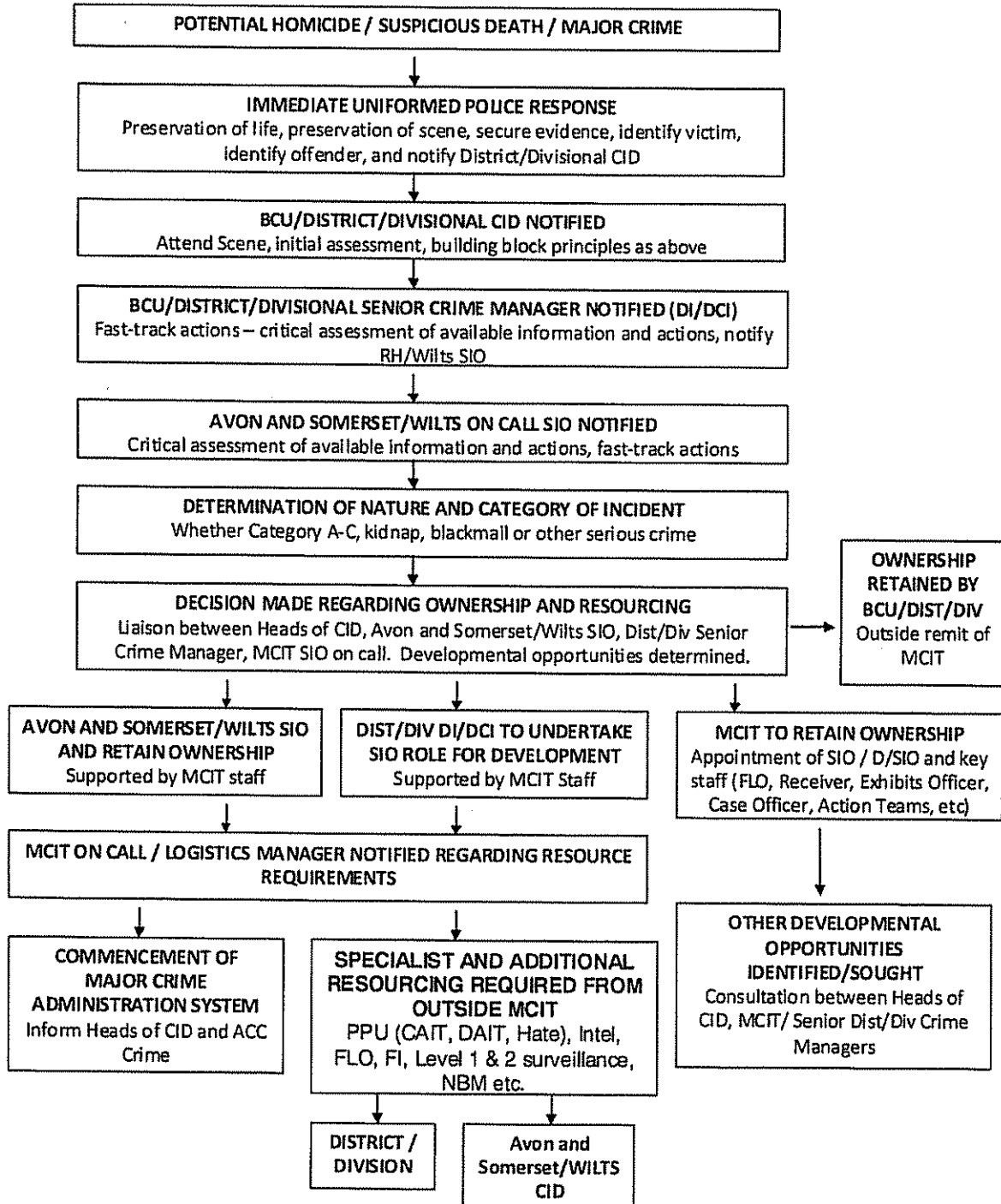
A homicide or other major investigation where the identity of the offender(s) is not apparent, the continued risk to the public is low and the investigation or securing evidence can be achieved within normal force resourcing arrangements.

Category C

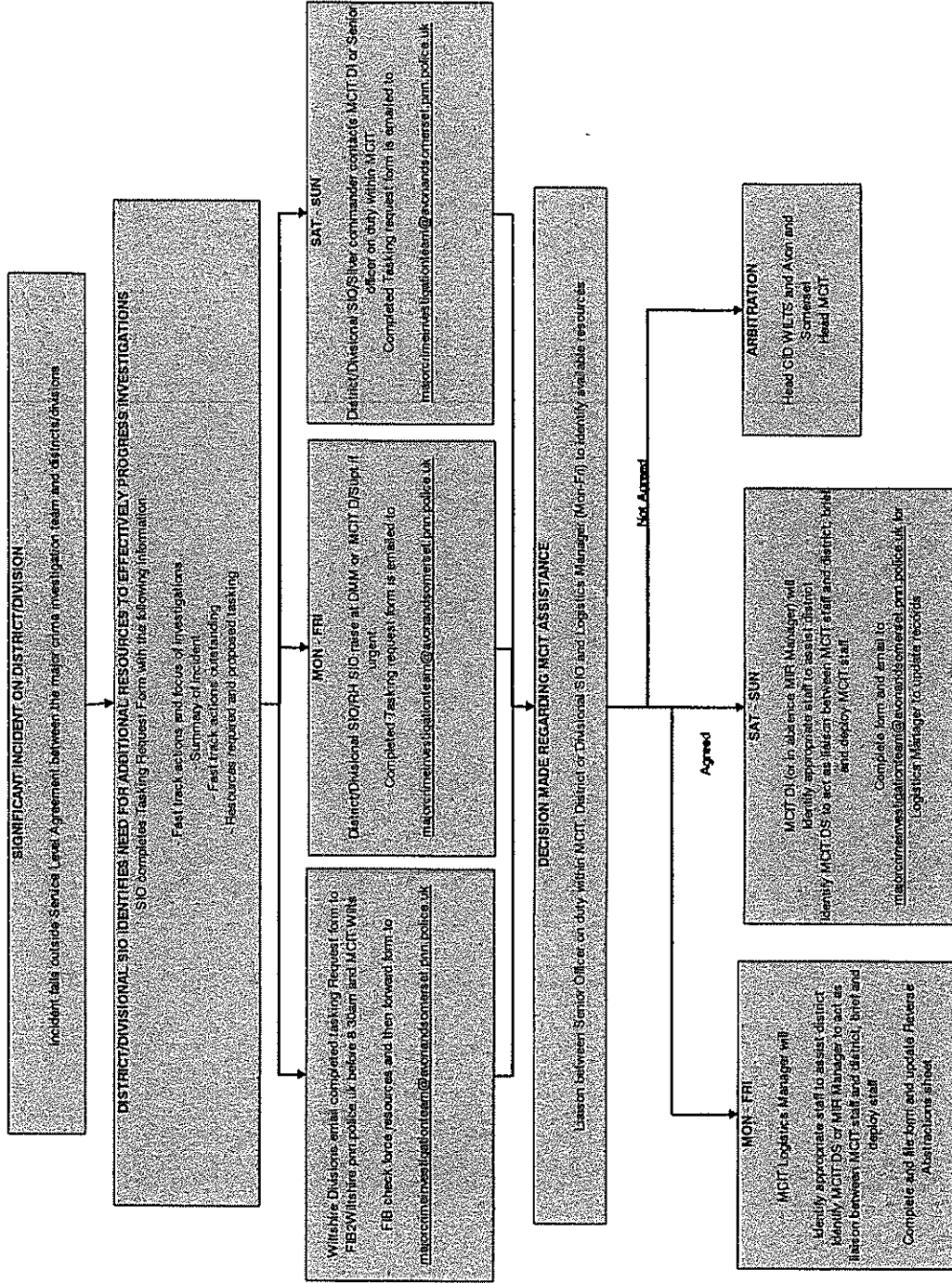
A homicide or other major investigation where the identity of the offender(s) is apparent from the outset and the investigation and/or securing evidence can be achieved easily.

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Appendix B - MCIT tasking process



Appendix C - Reverse Abstraction tasking process



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Appendix D – Reverse abstraction tasking form

Brunel Tasking Request Form

Date of Request	
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Name & Rank of Person Requesting	
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District/Division Resource Required	
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Details Of Incident: (Please include reference and as much detail as known)

Details of Resources Requested or work required
--

Name & Rank of Person Receiving	
--	--

Outcome of Request (Deployment details or Reason if request declined).
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APPENDIX B

BRUNEL JOINT COMMITTEE TERMS OF REFERENCE

To provide regional governance, oversight and scrutiny of the Brunel collaboration for Major Crime Investigation and Special Branch.

APPENDIX C

BRUNEL MANAGEMENT BOARD TERMS OF REFERENCE

To review the tasking of the Major Crime Investigation Team

To review the performance of agreed areas of Special Branch

To review the performance of the Major Crime Investigation Team

To resolve any Human Resource issues arising between the Parties in either Special Branch or the Major Crime Investigation Team