

REPORT TO: Police, Fire and Community Safety Scrutiny Committee

MEETING DATE: 31 August 2016

BY: Depute Chief Executive - Partnerships and Community Services

SUBJECT: Service Level Agreement between East Lothian Council and Police Scotland

1 PURPOSE

- 1.1 To advise the Committee of the signing of a Service Level Agreement (“the Agreement”) between East Lothian Council (“the Council”) and The Chief Constable of the Police Service of Scotland (“Police Scotland”).

2 RECOMMENDATIONS

- 2.1 That the Committee notes the terms of the Agreement.

3 BACKGROUND

- 3.1 The Council and Police Scotland recognise that community safety issues are most effectively addressed by *working together* in conjunction with other partner agencies and local communities.
- 3.2 The Council agrees to pay Police Scotland the sum of £119,000 in order to fund four Police Constables (“the funded officers”) whose specific focus will be on joint agency working, community engagement, community safety and antisocial behaviour. The funded officers are an additional resource to core-policing services.
- 3.3 The services supplied will be in accordance with agreed local priorities and in support of East Lothian Partnership’s Single Outcome Agreement.
- 3.4 Deployment of the funded officers will be subject to an intelligence led approach. With their primary focus being on community safety and quality of life issues, the funded officers will be tasked via the daily Police Scotland tasking group and the weekly Multi-Agency Tasking and Co-ordinating Group.

- 3.5 The SLA sets out a system of governance for the funded officers and allows for the council, through a rigorous reporting regime, to ensure that it is getting best value for monies spent.

4 POLICY IMPLICATIONS

- 4.1 None

5 INTEGRATED IMPACT ASSESSMENT

- 5.1 The subject of this report has been through the Integrated Impact Assessment process and no negative impacts have been identified.

6 RESOURCE IMPLICATIONS

- 6.1 Financial - £119,000, accommodated within approved 2016/19 budget.

- 6.2 Personnel - None

- 6.3 Other – None

7 BACKGROUND PAPERS

- 7.1 Service Level Agreement

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SERVICE LEVEL AGREEMENT

between

EAST LoTHIAN COUNCIL

and

THE CHIEF CONSTABLE OF THE POLICE
SERVICE OF SCOTLAND

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THIS AGREEMENT is dated

1. Parties

The parties to this service level agreement (agreement) are:

- (1) **EAST LOTHIAN COUNCIL**, a local authority incorporated under the Local Government etc. (Scotland) Act 1994 and having its chief office at John Muir House, Brewery Park, Haddington, East Lothian, EH41 3HA ('the Council')

and

- (2) **THE CHIEF CONSTABLE OF THE POLICE SERVICE OF SCOTLAND**, appointed in terms of section 7 of the Police and Fire Reform (Scotland) Act 2012 ('the **Act**') and having his headquarters at Tulliallan Castle, Kincardine, Fife, FK10 4BE ('the **Chief Constable**')

Together "the Parties" and each a "Party"

2. Background

- 2.1 The Council has agreed to pay funding to the Police Service of Scotland ('Police Scotland') to assist it in carrying out certain services to the Council in terms of section 86 of the Act, in accordance with Council priorities.

- 2.2 This agreement sets out the terms and conditions agreed between the Parties in relation to the funding of three Police Scotland officers to provide services within the Council's East Lothian Community Action Team ('ELCAT') and one Antisocial Behaviour Police Liaison Officer. The services will be in accordance with agreed local priorities and in support of East Lothian Council's Single Outcome Agreement ('ELC SOA') priorities and will include measures to deal with antisocial behaviour, violence, substance misuse, road and home safety, the protection of people, and the prevention of serious organised crime.

- 2.3 The agreement refers solely to the provision of the three Police Scotland officers to ECLAT ('the ECLAT Police Officers') and one Antisocial Behaviour Police Liaison Officer and does not reflect core-policing services delivered by Police Scotland.

3. Payment of Funding

- 3.1 In consideration of the provision of the services set out in 2.2 above the Council shall pay to the Scottish Police Authority the sum of £119,000 by four quarterly instalments payable at the end of each quarter.

- On a quarterly basis the Council shall provide Police Scotland with a statement of the sum due in respect of the services for that quarter, taking into account any deductions or credit arising in terms of this agreement.
- In response to the statement issued by the Council, Police Scotland shall submit an invoice to the Council.

- The Council shall pay the Scottish Police Authority all or any undisputed sums within ten business days of the receipt of the invoice from Police Scotland.

3.2 Purpose of funding

Police Scotland shall use the funding only for the delivery of the services in accordance with the terms and conditions set out in this agreement. The funding shall not be used for any other purpose without the prior written agreement of the Council.

4. Roles and Responsibilities

4.1 The ELCAT Police Officers

The following defines the role and responsibilities of the three ELCAT Police Officers and the expectations in respect of abstractions from duty.

4.2 The provision of the ELCAT Police Officers across East Lothian will include named posts that will support the implementation of this agreement and have a specific focus on community engagement, community safety and antisocial behaviour.

4.3 The sharing of information between both Parties regarding antisocial behaviour and community safety issues should be regular and integral and will be done under the terms of the existing Information Sharing Protocol. The process of sharing information and any consequential tasks will be managed through the current structure of weekly Multi Agency Tactical and Coordinating meetings, with oversight being maintained through the quarterly Antisocial Behaviour Overview Group, which is described in Appendix A of this agreement.

4.4 ELCAT Police Officers and the Antisocial Behaviour Police Liaison Officer should be subject to certain caveats regarding training/promotion prospects they may undertake when in this role. Police Scotland officers who have undergone specialist training and are therefore more likely to be abstracted from core duties, will not routinely be considered as suitable for a funded position.

4.5 On a daily basis, the work of the ELCAT will be supervised by the Police Scotland Community Sector Sergeants.

4.6 The Antisocial Behaviour Police Liaison Officer

The following defines the role and responsibilities of the Antisocial Behaviour Police Liaison Officer.

The officer will review all antisocial behaviour related crimes and incidents over the preceding 24 hours and identify at an early stage which partners require to be alerted/involved.

In addition, he/she will actively promote, and implement, antisocial behaviour legislation and policy. He/she will be co-located with the Safer Communities

Team and work normal council business hours. The officer will assist with enquiries generated from ELC staff and partners. He/she will carry out joint visits with ELC staff. He/she will attend all relevant meetings including, the adult and children's case monitoring groups, the Antisocial Behaviour Overview Group, the Antisocial Behaviour Officers Group, the weekly Antisocial Behaviour Tasking and Co-ordinating Group and the local area housing teams' antisocial behaviour case meetings.

The officer will be responsible for supplying the ELC solicitor with information required to support applications to the court made by ELC under the Antisocial Behaviour etc. (Scotland) Act 2004 and the Housing (Scotland) Act 2001. The officer will give evidence in court, when required, in support of those applications.

The officer will act as the main point of contact for ELC staff in obtaining information pertaining to live ELC cases or inquiries.

- 4.7 On a daily basis, the work of the Antisocial Behaviour Police Liaison Officer will be supervised by the Police Scotland Local Authority Liaison Officer.

5. Functions

- 5.1 ELCAT Police Officers will focus on:

- Patrols within East Lothian, focussing on issues identified through the weekly partnership tasking process, Police Scotland daily briefing/tasking, and on issues raised by communities and through elected members. Therefore, these patrols will respond to local Police Scotland priorities as well as to intelligence. These patrols will provide community reassurance, visibility and engagement, deter offences in known hotspots and detect and apprehend offenders.
- Appropriate attendance at the weekly East Lothian Multi Agency Tasking and Coordinating Group meeting, where further priorities and actions may be identified.
- Active participation in the delivery of localised prevention plans, in known areas of high antisocial behaviour.
- Being aware of the need to make referrals for vulnerable individuals/individuals at risk.
- When available, attendance at meetings of various community groups.
- Supporting Council Community Wardens in their investigation of antisocial behaviour ('ASB') through joint visits and joint patrols.
- When appropriate, funded officers will be able to concentrate on particular operations in identified geographical areas of concern.

- 5.2 ELCAT Police Officers will implement road safety focused activity across the county, in accordance with Police Scotland and Council priorities and with local consultation and engagement with community feedback.

This may include:

Prevention of road crime and protection of communities, including contributing to casualty reduction, through detecting a range of road traffic offences, including dangerous driving, careless driving, drink / drug driving, speeding, seat belt and mobile phone offences and dealing with significant, recurring or problematic traffic obstructions that present a hazard (i.e. dangerous or inconsiderate parking, abandoned vehicles etc).

- 5.3 The recruitment, selection and appointment of the three ELCAT Police Officers and the Antisocial Behaviour Police Liaison Officer will be the responsibility of Police Scotland, although funding for the four posts will be the responsibility of the Council.

6. Deployment

- 6.1 The ELCAT Police Officers are regarded as an enhancement to the core police resource. In this respect it has to be recognised that the ELCAT Police Officers are deployed to deal with the Community Safety priorities contained in this agreement and are not to be sent routinely to Level 1 and 2 calls. These officers are a part of the Community Policing Teams within East Lothian.
- 6.2 Deployment and team complement will be made subject to an intelligence led approach based on analysis and intelligence available. With a primary focus on antisocial behaviour and quality of life issues, the ELCAT will be a taskable resource for actions generated through daily Police Scotland tasking and the East Lothian Multi Agency Tasking and Coordinating Group, which meets on a weekly basis.
- 6.3 The Strategic Steering Group, Antisocial Behaviour Overview Group, will provide scrutiny and oversight on a quarterly basis.

7. Accountability

- 7.1 The Police Scotland officers providing the services for the ECLAT will at all times remain under the direction and control of the Chief Constable, who retains exclusive rights over the deployment of resources, having regard to prevailing wider operational issues and requirements.
- 7.2 Except in the case of an incident of terrorism or another emergency resulting in exceptionally high demand, ELCAT Police Officers will not be routinely abstracted from their core role, which is the provision of the services specified in Clause 5 of this agreement. For the purposes of this agreement the term 'abstraction' means that when the ELCAT Police Officers are on duty they will not be routinely utilised in any other capacity other than their core function as agreed within this agreement and will not be utilised outwith East Lothian.
- 7.3 In the event of any foreseeable disruption to the provision of the services, Police Scotland shall give as much notice as is reasonably practicable to the relevant authorised Council officers.
- 7.4 Any exception will be recorded and included in the Police Scotland report submitted to the Antisocial Behaviour Overview Group, which provides scrutiny and oversight on a quarterly basis.

- 7.5 In the event that Police Scotland has carried out an abstraction of Police Scotland officers from the ELCAT that does not meet the criteria above or has not been agreed in advance with an authorised Council officer, the Council shall be entitled to seek a pro rata reduction of the funding in respect of that abstraction.
- 7.6 In the event that Police Scotland officers are abstracted from the ELCAT to deal with other operations within the provisions of this Clause 7 reasonable efforts should be made to ensure that an ELCAT Police Officer remains available to assist Council colleagues. All abstractions will be included in the monthly report provided by the Local Area Commander.
- 7.7 Police Scotland will identify the senior Police Scotland officer(s) responsible for supervising these matters (“Authorised Police Officer(s)”). For the purpose of this agreement, this officer is the East Lothian Area Commander, on behalf of the Divisional Commander. In the absence of the East Lothian Area Commander, the Divisional Commander will ensure a named deputy carries out this function.

8. Dispute Resolution

- 8.1 In the event of any dispute between the Parties, either Party may serve a notice on the other Party outlining the terms of the dispute and proposing a time and a place for a meeting between the Parties’ representatives where the Parties’ representatives shall attempt to resolve the dispute.
- 8.2 The other Party shall respond to such a notice within five working days of receipt. If the dispute is not resolved within ten working days of service of the notice, the matter may be referred by either Party to the appropriate senior officer of each Party for resolution. If the dispute remains unresolved for a further ten working days then the issue shall be escalated for resolution to the Council’s Chief Executive and Police Scotland’s Local Area Commander and may include use of mediation and arbitration.

9. Information

- 9.1 The information to be reported by the Parties shall relate to the priorities agreed between the Police Scotland Local Area Commander and the Council.
- 9.2 Both Parties shall act reasonably in requesting additional or ad hoc information.
- 9.3 The Community Safety Team shall manage the provision of information to ensure the integrity and corporacy of data provided.

10. Information Governance

- 10.1 The Parties shall comply with the requirements of the Information Sharing Protocol.
- 10.2 The Parties will report all incidents of data loss and breach of confidence in accordance with the Information Sharing Protocol. Appendix D

11. Performance Management

- 11.1 Each Party shall identify a named lead to act as contact point for the management of this agreement.
- 11.2 Within two months of the agreement being signed, a detailed performance matrix will be agreed (see Appendix B for consideration). The matrix will reflect the East Lothian Local Police Plan and the priorities of the East Lothian Single Outcome Agreement (see Appendix C).
- 11.3 The Parties shall meet quarterly to review the performance of this agreement. Either Party can submit matters for discussion at the review meeting. A written record of the review meeting shall be agreed and circulated.
- 11.4 Where performance of the services and/or any other obligations under this agreement falls below the service requirements or priority outcomes in this agreement or could be reasonably expected from a Party to this agreement, then a corrective action plan will be agreed by the Parties setting out the improvement in performance that should be achieved prior to the next performance review meeting.
- 11.5 A record of any corrective action plan and any consequence exercised and actions completed shall be recorded in the written record of the review meeting.

12. Intellectual property

- 12.1 Except as set out expressly in this agreement neither Party shall acquire the intellectual property rights of the other Party.
- 12.2 Intellectual property will not be shared outwith the ASB Overview Group without the express consent of the Party owning that intellectual property and the manner of sharing such intellectual property is governed by the Information Sharing Protocol.

13. Term and termination

- 13.1 This agreement shall commence on the date of signature by both Parties and shall be reviewed on an annual basis.
- 13.2 Recognising the staffing commitment, in the event that the Council wishes to terminate this agreement it must give a minimum of six months' notice in writing to Police Scotland.

14. Charges and liabilities

- 14.1 Except as otherwise agreed, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this agreement.
- 14.2 Both Parties shall remain liable for any losses or liabilities incurred as a result of their own or their officers' or employees' actions and neither Party intends

that the other Party shall be liable for any loss it suffers as a result of this agreement.

Signed for and on behalf of East Lothian Council	
Signature:
Name:
Position:
Date:
Signed for and on behalf of Police Scotland	
Signature:
Name:
Position:
Date:

Appendix A

Antisocial Behaviour Overview Group – List of Members

Statutory Bodies

East Lothian Council incorporating:

- Children's Wellbeing
- Adult Wellbeing
- Customer Services Team
- Environmental Protection Team
- Housing Management
- Safer Communities Team
- East Lothian Housing Association
- Legal Services

East Lothian's Tenants and residents Panel

Police Scotland

Appendix B – Key Performance Indicators

Performance Indicators

SLA Performance Indicator	Police Plan Priority	ELC SOA Outcome	LYTD	TYTD	Comment
No. of ASB Incidents attended.	Reducing Antisocial Behaviour	Communities experience less anti-social behaviour. People experience less hate crime			
No. of Disorder Incidents attended.	Reducing Antisocial Behaviour	Communities experience less anti-social behaviour. People experience less hate crime			
No. of Stop/Searches Drugs/Weapons	Reducing Violence Tackling Substance Misuse	Communities experience less anti-social behaviour.			
No. of visits to Licensed Premises	Tackling Substance Misuse	Communities experience less anti-social behaviour.			
Road Traffic Speed Checks	Making our Roads Safer	There are fewer collisions, casualties and deaths on our roads.			
Vehicle offences detected	Making our Roads Safer	There are fewer collisions, casualties and deaths on our roads.			
High Visibility Preventative/Reassurance patrols	Protecting People Reducing Housebreaking	Communities experience less anti-social behaviour. People experience less domestic violence at home and elsewhere.			
No. of House Searches Drugs/Stolen property	Tackling Serious and Organised Crime Reducing Housebreaking Tackling Substance Misuse				

Appendix C

Priorities & Indicators

Local Police Plan Priorities	Quarterly Scrutiny Report Indicators		ELC SOA 2013-23 – Outcome/Strategy 7 ‘Safer Place’
Reducing Housebreaking	Ind. 1	Groups 1- 4 (crimes of violence, indecency, dishonesty and fire-raising/ malicious mischief) – Increase detection from LYTD.	<ul style="list-style-type: none"> • There are fewer fires in our homes, which result in death or injury. • Fewer people re-offend
	Ind. 2	Reduce the No. of Domestic Housebreakings – Decrease from LYTD.	
	Ind. 3	Achieve a detection rate of 30% in relation to Domestic Housebreakings – Exceed 30%.	
Protecting People	Ind. 4	Reduce the number of Domestic Abuse Incidents reported – Decrease from LYTD.	<ul style="list-style-type: none"> • People experience less domestic violence at home and elsewhere. • Fewer people re-offend
	Ind. 5	Increase the detection rate of Domestic Abuse Crimes – Increase from LYTD.	
	Ind. 6	Ensure 95% of Domestic Abuse initial bail checks are carried out within the 24hr prescribed time	

		limit – Exceed 95%.	
	Ind. 7	Increase the detection rate for Sexual Offences (Group 2 Crime) – Increase from LYTD.	
Reducing Antisocial Behaviour	Ind. 8	Reduce the number of disorder incidents – Decrease from LYTD	<ul style="list-style-type: none"> • Communities experience less anti-social behaviour. • People experience less hate crime • Fewer people re-offend
	Ind. 9	Reduce the number of Anti Social Incidents – Decrease from LYTD.	
	Ind. 10	Reduce the number of Hate Incidents – Decrease from LYTD.	
	Ind. 11	Reduce the number of Hate Crimes – Decrease from LYTD.	
	Ind. 12	Increase the detection rate for Hate Crime – Increase from LYTD.	
Reducing Violence	Ind. 13	Reduce the level of Group 1 Violent Crime – Decrease from LYTD.	<ul style="list-style-type: none"> • Fewer people re-offend
	Ind. 14	Increase the number of positive Stop and Search for Offensive weapons – Increase from LYTD.	
Tackling Substance Misuse	Ind 15	Increase the number of positive Stop and Searches for Controlled Drugs – Increase from LYTD.	<ul style="list-style-type: none"> • Fewer people re-offend
	Ind. 16	Increase the number of on/off sales licensed premises visits – Increase from LYTD.	
Making our Roads Safer	Ind. 17	Reduce the number of people seriously injured or killed on our roads – Decrease from LYTD.	<ul style="list-style-type: none"> • There are fewer collisions, casualties and deaths on our roads.

	Ind.18	Increase the number of people detected for Drink/Drug driving offences – Increase from LYTD.	<ul style="list-style-type: none"> • Fewer people re-offend
	Ind. 19	Increase the number of people detected fro Dangerous Driving offences – Increase from LYTD.	
Tackling Serious and Organised Crime	Ind. 20	Increase the number of Cash Seizures and Restraints through the Proceeds of Crime Act – Increase from LYTD.	<ul style="list-style-type: none"> • Fewer people re-offend
	Ind. 21	Increase the number of people detected for Supplying Drugs – Increase from LYTD.	