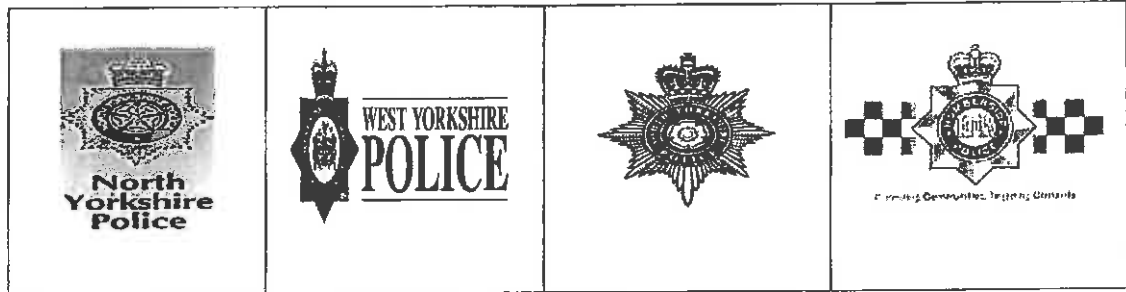




Joint thinking, joint working



COLLABORATION AGREEMENT FOR THE PROVISION OF A UNDERWATER SEARCH AND MARINE UNIT

COLLABORATING PARTNERS:

Humberside Police Authority

North Yorkshire Police Authority

South Yorkshire Police Authority

West Yorkshire Police Authority

The Chief Constable of Humberside Police

The Chief Constable of North Yorkshire Police

The Chief Constable of South Yorkshire Police

The Chief Constable of West Yorkshire Police

BETWEEN:-

(1) HUMBERSIDE POLICE AUTHORITY OF PACIFIC EXCHANGE, 40 HIGH STREET, HULL, HU1 1PS

(2) NORTH YORKSHIRE POLICE AUTHORITY OF PO BOX 106, RIPON STREET, NORTH YORKSHIRE, HG4 5WA

(3) SOUTH YORKSHIRE POLICE AUTHORITY OF 18 REGENT STREET, BARNSELY, S70 2HG

(4) WEST YORKSHIRE POLICE AUTHORITY OF PLOUGHLAND HOUSE, 62 GEORGE STREET, WAKEFIELD, WEST YORKSHIRE, WF1 1DL

(HEREAFTER REFERRED TO AS "THE POLICING BODIES").

(5) THE CHIEF CONSTABLE OF HUMBERSIDE POLICE OF POLICE HEAD QUARTERS, PRIORY ROAD, HULL, HU5 5SF

(6) THE CHIEF CONSTABLE OF NORTH YORKSHIRE POLICE OF NEWBY WISKE, NORTHALLERTON, NORTH YORKSHIRE, DL7 9HA

(7) THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE OF POLICE HEAD QUARTERS, SNIGHILL, SHEFFIELD, SOUTH YORKSHIRE, S3 8LY

(8) THE CHIEF CONSTABLE OF WEST YORKSHIRE POLICE OF POLICE HEAD QUARTERS, LABURNUM ROAD, WAKEFIELD, WEST YORKSHIRE, WF1 3QP.

(HEREAFTER REFERRED TO AS "THE CHIEF CONSTABLES").

INTRODUCTION

SECTION 1: THE LEGAL CONTEXT

- 1.1 The Parties wish to enter into a Collaboration Agreement pursuant to Section 22A of Police Act 1996 for the provision of an Underwater Search and Marine Unit (referred to in this Agreement as USMU) jointly serving their respective Forces.
- 1.2 This Agreement is made pursuant to the Collaboration Framework Agreement for the provision of Collaboration Functions in Yorkshire and the Humber made between the parties ("The Framework Agreement") whose terms and provisions (including definitions) are adopted and confirmed for the purposes of this Agreement as if the same were repeated and incorporated herein.
- 1.3 This Agreement constitutes a functional Collaboration Agreement as contemplated within Paragraph 2.4 of the Framework Agreement and represents a Sub Regional Agreement as defined by the Framework Agreement.
- 1.4 The Chief Constables are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of one or more of their Forces.

- 1.5 The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of one or more of the Policing Bodies or the Police Forces.
- 1.6 This Agreement contemplates the provision by the Policing Bodies of support of a type referred to in Section 23A (2) of the Police Act 1996.
- 1.7 Where there is any inconsistency or conflict between the Framework Collaboration Agreement and this Agreement, the provisions of this Agreement shall be preferred and shall prevail.

SECTION 2: DEFINITIONS

- 2.1 In this Collaboration Agreement the terms below have the following meanings:

“Contributing Forces” - refers to Humberside Police, South Yorkshire Police and West Yorkshire Police and any reference to a Contributing Chief Constable or a Contributing Policing Body shall be construed accordingly.

“Force” – refers to both the Chief Constable and the Policing Body from any of the Police Forces which are Parties to this Agreement.

“NYP” – refers to North Yorkshire Police.

“Standard Rate” – refers to the charging rate at which the contributing Forces may from time to time agree to supply services to bodies not party to this Agreement and to NYP in accordance with paragraph 2.4 of Schedule 2 hereof.

“Service & Services” – refers to any operational tasks provided by USMU personnel under the terms of this Agreement.

SECTION 3: THE PURPOSE OF THIS AGREEMENT

- 3.1 The Contributing Forces have agreed to the coordination of their Underwater Water Search and Marine Functions with the view to establishing one Unit which will serve the Underwater Search and Marine requirements of the Region.
- 3.2 The Contributing Forces have agreed to provide and NYP has agreed to take Underwater Search Services on the terms set out in this Agreement.
- 3.2 The Contributing Forces have concluded that the Provision of a Joint Underwater Search and Marine Service can most efficiently be achieved by the use of a “Lead Force” model whereby the management of the function would be undertaken by Humberside Police Authority (the Lead Policing Body) and the Chief Constable of Humberside Police (the Lead Chief Constable) subject to strategic direction and operational oversight being delivered through the recognised Regional governance arrangements as set out in Section 6 of the Framework Agreement.

- 3.3 This document constitutes a Collaboration Agreement made between the Parties pursuant to Section 22A of the Police Act 1996.

SECTION 4: THE REGIONAL UNDERWATER SEARCH AND MARINE FUNCTION

- 4.1 In this Agreement the term Underwater Search and Marine Unit shall refer to any requirement for appropriately trained personnel to undertake search or other related policing activity in or near water which requires use of appropriate breathing or other apparatus.

SECTION 5: COMMENCEMENT AND DURATION

- 5.1 The Effective Date of this Agreement is the 10th day of September_2012.
- 5.2 The term of this Agreement is 3 years from the Service Transfer Date.

SECTION 6: GOVERNANCE

- 6.1 The USMU Function will be subject to the governance arrangements set out within the Framework Agreement and in addition the USMU shall be overseen by the **Underwater Search and Marine Strategic Tasking Performance Group (“STPG”)**

6.2 The membership of the STPG will be the Head of Collaboration and the Chief Officers from each Force who have responsibility for Operations (or their delegates) and the remit of the Group shall be to:

- Provide oversight and to represent individual Force interests in respect of tasking decisions, service data and performance;
- Review service standards;
- Review tasking arrangements;
- Review performance and deployment;
- Review arrangements for Provision of Services to third parties.

SECTION 7: SERVICES

7.1 The Contributing Chief Constables have agreed a form of Service Level Agreement (appearing at Schedule 1) which provides mechanisms for determining tasking priorities and the tasking process in respect of the USMU functions to be provided to the Contributing Forces.

7.2 The Contributing Forces have agreed to provided USMU services to NYP on the terms set out in Schedule 2 hereof.

SECTION 8: COSTS

8.1 The costs to be borne by the Contributing Forces in establishing maintaining and delivering the USMU Function will be shared between the Contributing Parties in the Agreed Cost Proportions appearing at Schedule 3 hereof.

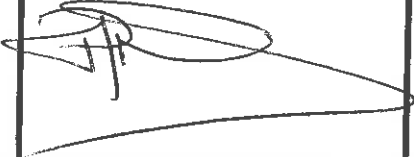
8.2 In consideration for the Services to be provided by the Contributing Forces to NYP under the Terms of this Agreement, NYP will pay to the Contributing Forces the sum of £36,000 ("the Retainer") within 28 days of the date hereof and hereafter on the 1st and 2nd anniversary of the date of this Agreement unless any Party has given notice to terminate in accordance with the Terms of this Agreement.

SECTION 9: STAFFING

9.1 Any new Regional posts established within the USMU Function shall be posts established within Humberside Police Authority and the individuals recruited to those posts shall work to job descriptions and Role Profiles agreed between the Parties from time to time.

9.2 All Policing Body employees who as at such dates as may be agreed between the Contributing Chief Constables are engaged in the provision of an USMU Function (as referred to in Section 3 hereof) may be subject to a Transfer of Direction and Control from their respective Chief Constables to the Lead chief Constable pursuant to Section 23 (4) Police Act 1996.

IN WITNESS whereof the Parties have signed below on the dates indicated

POLICE FORCE	CHIEF CONSTABLE	SIGNATURE	DATE
Humberside Police			
North Yorkshire Police	T. MADGWICK		16/11/12
South Yorkshire Police			
West Yorkshire Police			

POLICING BODY	CHIEF EXECUTIVE	SIGNATURE	DATE
Humberside Police Authority			
North Yorkshire Police Authority			
South Yorkshire Police Authority			
West Yorkshire Police Authority			

SCHEDULE 1

Protective Marking	Restricted
Publication Scheme Y/N	No
Title	Service Level Agreement for Regional underwater Search & Marine Unit (USMU)
Summary	Defines the Service Level Agreement between forces within YaTH
Author(s)	Chief Inspector Jim Haylett
Creating Branch / Command Unit	YaTH
Date created	January 2012
Review date	September 2013

Service Level Agreement (SLA) with Regional Marine & Underwater Search Unit (MSU)

Version 0.8

September 2012

Signatories to SLA

Name	Signature	Date	Title/on behalf of
			Humberside Police
			South Yorkshire Police
			West Yorkshire Police

This SLA is effective and commences

Version Control

Version	Date	Changes	Changes made by:
0.1	06/01/2012	Document formed	JH/DH
0.2	28/01/12	Selection criteria for deployments	JH
0.3	19/7/12	Updates re Tasking confined Space	SA/SB
0.4	23/7/12	Removal of NYP	SA/SB
0.5	01/8/12	Changes recommended by Mr S. Page	SA
0.6	06/8/12	Glossary of terms added – Diver/Supervisor/Contractor	SA/SB
0.7	07/8/12	Additional roles and rescue services	SA/SB
0.8	17/09/12	Review by S Hodgson Legal Advisor	SJH

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1) Introduction

- 1.1 This Service Level Agreement ("SLA") arises out of and forms part of the Collaboration Agreement entered into by the signatories to this SLA for the provision of an Underwater Search and Marine Unit to serve the operational requirements of the Forces within Yorkshire and the Humber.
- 1.2 It is agreed that this Regional Unit will be known as the "Yorkshire and Humber Underwater Search and Marine Unit (USMU)".
- 1.3 It has also been agreed that the Unit will operate from a base within the Humberside Police area and shall in the first instance be staffed by a Sergeant and nine Constables.

2) Scope & Purpose

- 2.1 This document and its Appendices will regulate the operational and support arrangements for all Underwater Search and Marine Unit Services supplied to the signatories. This SLA establishes an operational platform from which the USMU will provide a response to the signatories.
- 2.2 North Yorkshire Police (NYP) is a party to the Collaboration Agreement which sets out in Schedule 2 thereof the operational and support arrangements relating to the service to be provided by USMU to NYP and accordingly NYP are not a signatory to this SLA.

3) Duties of Signatories

- 3.1 The signatories agree that in adherence to the terms of this SLA they will cooperate with each other in good faith. The signatories further acknowledge that there may from time to time in the implementation of this SLA be questions of interpretation and prioritisation and that provided those with responsibility for managing and administering this SLA act in good faith and use their reasonable

endeavours to adhere the spirit of the SLA then such party will be deemed to have discharged their obligations under this SLA.

4) Review and Termination

- 4.1 This SLA will be reviewed six months after the Effective Date of the Collaboration Agreement and thereafter on each anniversary of the Effective Date.
- 4.2 The review will be conducted by the USMU Chief Inspector who shall do so in accordance with instructions that will be provided by Underwater Search and Marine Strategic Tasking Performance Group.
- 4.3 This Agreement will terminate upon termination of the Collaboration Agreement.

5) Governance and Structure

- 5.1 In addition to the governance arrangements specified within the Collaboration Agreement there shall be a monthly meeting of nominated Operations Branch Chief Inspectors from the signatory forces Chaired by the Head of Collaboration. The purpose of such meeting will be to monitor the implementation of the USMU and effectiveness of this SLA.
 - 5.1.2 An officer of appropriate rank from NYP shall be entitled to attend such monthly meeting in order to represent the interests of NYP in respect of the services it receives under the term of the Collaboration Agreement.
- 5.2 In the event that there is any difference of opinion between the signatories in relation to the terms of this SLA or the manner of its implementation then such matter will in the first instance be referred to the USMU Chief Inspector, but if the matter cannot be resolved at this level then the matter will be referred to the Head of Collaboration whose decision will be final and binding on the signatories.

6) Tasking Priorities

- 6.1 Requests for service submitted to the USMU will be prioritised through an agreed tasking process which is set out below.
- 6.2 All requests for USMU services will be assessed taking into account such of the following considerations as are relevant to the request. These considerations do not appear in order of importance:
 - 6.2.1 The seriousness of the crime
 - 6.2.2 The probability of a successful outcome (to be determined by a variety of factors such as the apparent reliability of witness evidence, tide/river flow, urgency, weather conditions and the nature of the object to be searched for).
 - 6.2.3 A comparison of the likely benefit to be realised by the relevant operation as against its anticipated cost.

- 6.2.4 Any expert advice which has been received in relation to the proposed operation (including that from the Coastguard, Polsa, the Dive Supervisor and/or the Dive Contractor).
- 6.2.5 All appropriate Health & Safety risk assessments.
- 6.2.6 The reputational risk to the requesting Force which might be heightened in relation to high risk/high profile missing persons enquiries and other major criminal incidents.
- 6.2.7 Regional or National resourcing requests i.e. specific high profile events or VIP visits.
- 6.2.8 Current staffing levels.
- 6.2.9 The requirement for statutory training to be undertaken as determined by dive contractors.
- 6.3 Senior Investigating Officers are encouraged to make contact with the USMU Sergeant for initial advice regarding deployment of USMU resources for a Major Incident and/or POLSA advice in relation to the possible deployment of USMU resources in relation to the search for a missing person.
- 6.4 When USMU personnel are not engaged in underwater search activity then they will undertake such Marine patrol or other duties as directed by the USMU Sergeant.
- 6.5 Confined space and defensive searches will be undertaken where the risk assessment indicates a specific requirement for Police dive trained and equipped staff.
- 6.6 For the avoidance of doubt, all operational tasks relating to chemical or detergent suicides, cannabis factories, decomposed human remains (land based) and confined space searches other than those listed at 6.5 fall outwith the scope of this SLA and should be directed to other Force or Regional resources.
- 6.7 The USMU function is that of a recovery service and this SLA should not be construed as providing a "rescue" service. (There are other external agencies whose function is to provide rescue services i.e. Fire and Rescue, Maritime and Coastguard agency, Humber Rescue etc.
- 6.8 In addition to the Unit's core diving capability, USMU can also be tasked to undertake the following related services
 - Wades
 - Confined Space Searches as described in paragraph 6.5 above
 - Boat patrol (to include undertaking a defensive role for public order purposes)
 - POLSA led searches which are in or close to bodies of water or sub surface searches or drains and the like

- The scanning of bodies of water with specialist “sonar” equipment to locate submerged items
- Land based patrols for “Operation Kraken”

7) Overtime Costs

- 7.1 The signatories shall not be responsible for any casual overtime which is incurred by USMU in relation to its personnel providing a service which is scheduled to be undertaken during normal rostered duty time.
- 7.2 The signatory Force requesting services which are to be delivered other than during normal rostered duty time will be responsible for the cost of all overtime payable to USMU personnel and for the avoidance of doubt, such liability is over and above that referred to in Schedule 3 of this SLA

8.) Tasking Process

- 8.1 Request for service during normal office hours 0800 - 1600 Mon – Fri should be made by telephone call to the MSU Sgt via the national ‘101’ (Humberside) number and request ext 3083 or contact MSU Sgt on mobile 07771505325.
- 8.2 Out of hours contact should be made by the requesting force to their respective Force Duty Officer who will have details of relevant nominated Supervisor and Dive contractor contact details.
- 8.3 Non urgent matters should be notified by email to Sgt Stephen.birss@humberside.pnn.uk
- 8.4 All Police Diving Projects must be authorised by a dive contractor whose decision in relation to any specific requests for diving services will be respected.
- 8.5 This SLA contemplates a tasking process in which two or more requests for service are received contemporaneously such that the USMU Sergeant would be responsible for prioritising those competing demands in accordance with paragraph 6 hereof.
- 8.6 In the event that a signatory who has made a request for services is concerned at the priority allocated to that request then the signatory may refer the matter to the USMU Chief Inspector who will review the decision with regard to the priority. His determination shall be final and binding.

9) Glossary of terms

- 9.1 For the purpose of this SLA the following terminology will apply;

‘Diver’ – the following are part of definition(s) from the Health and safety Commission document entitled ‘*Commercial Diving projects inland/offshore*’ (2008). This details the Diving at work regulations 1997 as a part of the ‘Approved Codes of Practice’;

2(1) “diver” means a person at work who dives.

- 16 *At “work” means as an employee or as a self-employed person. The phrase covers divers who dive as part of their duties as an employee. Diving does not have to be the main work activity of the employee. The Diving Regulations apply to any diving project where at least one diver is at work. This includes Police Officers who dive on duty by virtue of their work.*

REGULATION

- 2(2) For the purposes of these Regulations a person “dives” if:**

2(2) (a) he enters:

2(2) (a) (i) water or any other liquid; or

2(2) (a) (ii) a chamber in which he is subject to pressure greater than 100 millibars above atmospheric pressure; and

2(2) (b) in order to survive in such an environment he breathes in air or other gas at a pressure greater than atmospheric pressure.

- 17 *Environments such as scientific clean rooms or submersible craft subject to an internal pressure of less than 100 millibars above local ambient atmospheric pressure are not covered by the Diving Regulations.*

‘Dive Contractor’ - taken from the document supplied by the Health and safety Commission entitled ‘Commercial Diving projects inland/offshore’ (2008). This details the Diving at work regulations 1997 as a part of the ‘Approved Codes of Practice’;

- 5(1) No person at work shall dive in a diving project and no employer shall employ any person in such a project unless there is one person and one person only who is the diving contractor for that project.**

5(2) The diving contractor shall, subject to paragraph (3), be the person who:

5(2) (a) is the employer of the diver or divers engaged in the diving project;
or

5(2) (b) dives in the diving project as a self-employed diver.

5(3) Where there is more than one person falling within paragraph (2) those persons shall jointly appoint in writing before the commencement of the diving project one of themselves to act as diving contractor.

- 28 *The Diving Regulations require that the diving contractor is clearly identified as the diving contractor for each diving project. The main duties under the Diving Regulations are placed on the diving contractor. The diving contractor will normally be the employer of the divers engaged in the diving project and in the context of the police, this will be the chief officer of police.*

- 29 *In practice most of the functions of the Diving Contractor will need to be delegated to one or more individuals with sufficient expertise in diving matters.*

However, the Chief Officer of Police will always retain the legal responsibility. The person instructed to carry out these duties must be competent to perform them.

- 30 **“Competence”** means having a combination of training, knowledge and experience which enables a person to do the job required in a safe manner. Evidence of past experience in organising a diving project in a safe and effective manner and appropriate qualifications could be ways of demonstrating competence. The person nominated will also need the authority and resources effectively to discharge these duties. As the duties remain with the Chief Officer of Police, he or she must be satisfied that the person nominated will be able to perform the duties on his or her behalf without risk to himself or herself or the dive team.
- 31 *If more than one diving contractor is involved in the diving project, it must be established and recorded in writing who will be the diving contractor for that project.*

REGULATION

- 6(1) ***The diving contractor shall ensure, so far as is reasonably practicable, that the diving project is planned, managed and conducted in a manner which protects the health and safety of all persons taking part in that project.***
- 6(2) ***The diving contractor shall:***
- 6(2) (b) ***before the commencement of any diving operation:***
- 6(2) (b) (i) ***appoint a person to supervise that operation in accordance with regulation 9;***
- 6(2) (b) (ii) ***make a written record of that appointment; and***
- 6(2) (b) (iii) ***ensure that person is supplied with a copy of any part of the diving plan which relates to that operation;***
- 6(2) (c) ***as soon as possible after the appointment of a supervisor, provide that supervisor with a written record of his appointment.***
- 6(3) ***The diving contractor shall:***
- 6(3) (d) ***ensure, so far as reasonably practicable, that any person taking part in the diving project complies with the requirements and prohibitions imposed on him***
- by or under the relevant statutory provisions and observes the provisions of the diving project plan;***
- 6(3) (e) ***ensure that a record containing the required particulars is kept for each diving operation.***

32 *The diving contractor's responsibilities are to ensure that:*

- *a suitable risk assessment and diving project plan have been prepared. This can be undertaken by a suitably competent police diving supervisor (see chapters on Diving Project Plan and Risk Assessment);*
- *the size and abilities of the dive team are sufficient to enable the diving project to be carried out safely (see the chapter on Team Size);*
- *the place from which the diving is to be carried out is suitable and safe;*
- *sufficient and suitably qualified police diving supervisors are appointed in writing for police diving operations, and that they are supplied with copies of their formal appointment, the part of the diving project plan relevant to their operation, the Police Diving Rules and a copy of this Code;*
- *all the appropriate equipment is provided in good working order, correctly maintained and documented;*
- *as far as is reasonably practicable, an appropriate casualty evacuation plan is formulated and tested to ensure its effectiveness;*
- *police diving operations records are maintained and kept for at least two years after the date of the last entry*.*

'Dive Supervisor' - taken from the document supplied by the Health and safety Commission entitled 'Commercial Diving projects inland/offshore' (2008). This details the Diving at work regulations 1997 as a part of the 'Approved Codes of Practice';

9(1) Only one supervisor shall be appointed to supervise a diving operation at any one time.

Supervisor's appointment

- 64 The police diving supervisor must be appointed in writing by the diving contractor. If a diving project is complex or takes place over such an area or time scale that its operation cannot be safely supervised by one supervisor, then the project should be divided up and further supervisors should be appointed for separate operations. Enough supervisors must be appointed to cover the entire diving project.
- 65 In the event of a change of supervisor, the diving operation record should be endorsed with the time and date of change and the name of the new supervisor. Any change of supervisor may require the risk assessment to be reviewed.
- 66 The supervisor should have immediate overriding control of all safety aspects of the diving operation for which he or she is appointed.
- 67 The supervisor cannot dive whilst in charge of a particular diving operation.

REGULATION

9(2) No person shall be appointed, or shall act, as a supervisor unless he is competent and, where appropriate, suitably qualified to perform the functions of supervisor in respect of the diving operation which he is appointed to supervise.

Supervisor's Competency

- 68 The police diving supervisor must be a qualified police diver with the necessary knowledge and experience in the diving techniques to be used. He/she should have successfully completed a Police Diving Supervisor Course at a recognised Police Diver Training School.
- 69 In addition, refresher training should be carried out between two and five years after the initial supervisor training course and between every two to five years thereafter.
- 70 There is no requirement for the police diving supervisor to attend both a Basic Diver and Supervisor refresher training programme within the same two to five year period. However, the diving contractor should decide the appropriate refresher training course, based upon an assessment of each individual officer's own particular future training need.

'Police Search Advisor' (PoISA) – the following forms a part of the definition provided by the NPIA document *'Police Search management – Counter Terrorism and crime search manual 2011'*. The role objectives of a PoISA are as follows;

- To act as a Chief Officer's advisor on Counter Terrorism Search and other search related matters
- To plan searches and control search teams on low risk and other Police search operations
- To support and develop search team and force search training

10) Contact Details

10.1 A list of useful contact telephone numbers and e-mail address appears at Appendix 1.

SCHEDULE 2

**UNDERWATER SEARCH SERVICES ("The Services") TO BE PROVIDED
BY THE CONTRIBUTING FORCES TO NYP**

PARAGRAPH 1: THE SERVICES

- 1.1 The Services to be provided by the Contributing Forces to NYP will be the Underwater Search Services referred to in Section 3 of this Agreement provided by USMU personnel.
- 1.2 The USMU Service to be provided to NYP will consist either of:
 - 1.2.1 A Diving Team which will consist of five trained personnel including a Dive Supervisor ("Team") or,
 - 1.2.2 A Section consisting of less than five diving personnel that including a Dive Supervisor ("Section").
 - 1.2.3 The terms "Diver", "Dive Contractor" and "Dive Supervisor" will have the meaning given to them in the Diving at Work Regulations 1997.
 - 1.2.4 The term "Day" referred to in this Agreement refers to an eight hour shift which period is to include travelling time from the

USMU Base to the location or the locations identified by NYP together also with time taken to assemble and disassemble and pack away equipment provided that the cost to the Contributing Forces of any casual overtime payable to any personnel providing a service to North Yorkshire in accordance with this Agreement shall be discounted for the purposes of calculating the charges to NYP as referred to in Paragraph 2 of this Schedule.

PARAGRAPH 2: TERMS

2.1 Either the Contributing Forces or NYP may terminate this Agreement on its first, or any subsequent anniversary by giving to the other 28 days notice of termination in writing.

2.2 The retainer shall be expended as follows:

2.2.1 In consideration of the annual retainer NYP shall be entitled to receive a total of nine dive days which will be calculated by aggregating the number of individual dive days and half dive days which have been supplied.

2.2.2 The provision of a Dive Team shall constitute a dive day.

2.2.3 The provision of a Dive Section shall constitute one half of a dive day.

2.3 Services may be provided other than during periods of rostered duty and on the first three such occasions that such a Service is provided during the course of a year commencing on the Effective Date or any anniversary thereof the Service shall be treated for the purposes of charging as a dive day or half a dive day as appropriate but any subsequent occasions on which a Service is provided other than during a period of rostered duty will be charged to NYP as a rate equivalent to the actual overtime payments incurred by the Contributing Forces and such sum will be payable by NYP only if as at the date of any such subsequent occasion the Retainer has been exhausted in accordance of the terms hereof.

2.4 In the event that NYP has received Services within a particular year which exhaust the retainer paid in respect of that year, then any additional Services provided by the Contributing Forces to NYP will be charged at the Standard Rate.

2.5 If on termination of this Agreement (whether terminated by NYP or otherwise) NYP has not received Services the cost of which is equivalent to the retainer, then NYP will not be entitled to any form of repayment or rebate in respect of such retainer.

PARAGRAPH 3: ARRANGEMENTS

- 3.1 Requests for provision of USMU Services by NYP under this Agreement may be made in writing or verbally to the USMU Sergeant or the Force Duty Manager.
- 3.2 The USMU Sergeant will consider the Request for services from NYP in conjunction with any other competing demands for USMU Services and will prioritise the Provision of Services.
- 3.3 In the event that NYP is dissatisfied with the prioritisation given to any Request for services, NYP may refer the matter to the USMU Chief Inspector as to his decision as to prioritisation of tasks shall be final.
- 3.4 In determining tasking prioritises USMU personnel will take the following matters into account:

(This list of matters to be taken into account is not intended to be exhaustive nor do the matters appear in order of importance)

- The seriousness of the crime or incident giving rise to the request for services,
- The probability of a successful outcome (determined by facts such as witness evidence, tide / river flow, weather conditions etc),

- A comparison of the weekly benefit to be realised by the relevant operation as against its anticipated cost.
- Any expert advice received from the Coast Guard, Polsa, the Diver Supervisor or the Dive Contractor or any other relevant source,
- The reputational implications arising from the incident leading to the request for services,
- Any Regional or National Resourcing Requests (for example public events of VIP visits),
- Current staffing levels

PARAGRAPH 4: DIRECTION AND CONTROL

- 4.1 Direction and Control of all USMU personnel engaged in the Provision of Services to NYP under the Terms of this Agreement will at all times remain with the Chief Constable of Humberside Police.
- 4.2 The Chief Constable's of the Contributing Forces confirm that if USMU personnel are required to provide witness statements or are to attend Court to provide evidence or to undertake any other task connected with or arising out of duties performed under this Agreement on behalf of NYP then such personnel will be made available as is necessary for the purposes of any criminal investigation or prosecution and their time in so doing shall not be charged under the Terms of this Agreement.

SCHEDULE 3

AGREED COST PROPORTION

All costs associated with provision of the USMU Function including but not limited to staffing costs, the costs of accommodation and equipment will be shared between the Contributing Forces on the following basis:

- Humberside Police shall pay the first 50% of all costs.
- From the remaining 50% of such costs there will be deducted the retainer payable by NYP and such sum as remains will be paid by South Yorkshire Police and West Yorkshire Police in such proportions as the Net Revenue expenditure of the relevant Policing Bodies with responsibility for these two Force bear to one another.