

Corporate Policy & Strategy Committee

10.00am, Tuesday, 13 May 2014

Community Policing Service Level Agreement

Item number	7.8
Report number	
Executive	
Wards - All	

Executive summary

The report presents a proposed Service Level Agreement (SLA) between the Council and Police Scotland. The SLA includes the level of services to be provided by Police Scotland for the £2.60m of funding they have been awarded by the Council for 2014-2015. The SLA has a monitoring framework in the form of Key Performance Indicators (KPIs). Scrutiny arrangements for this SLA are also outlined.

Edinburgh receives benefit as a city through the funding of additional community based police officers to support local priorities including violence and crime reduction and an increased response to anti-social behaviour.

Links

Coalition pledges P32, P34	
Council outcomes CO21	
Single Outcome	
Agreement	S04

Community Policing Service Level Agreement

Recommendations

It is recommended that Committee:

- 1.1 Agree the Service Level Agreement with Police Scotland set out in Appendix 1 including the Key Performance Indicators at Appendix 2.

Background

- 2.1 Edinburgh has been at the forefront of joint partnership working between the Council and Police Scotland to reduce crime, violence and antisocial behaviour (ASB) in the city. This successful approach has been supported by the Council funding of additional community police officers. In the past four years ASB complaints have reduced by 44%. Recent figures show that 91% of residents feel safe after dark.

Main report

Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

- 3.1 The Council has recently agreed to continue the £2.60m of funding to Police Scotland.
- 3.2 The agreed coalition budget motion of Thursday 13th February 2014 stated that the intention was to:

“Reject the proposal to reduce funding to Police Scotland for community policing - on the specific written understanding that both partners will work to develop a service level agreement (SLA) focusing on Edinburgh’s needs within Police Scotland’s portfolio of services. That SLA (which will explicitly include Road Safety training) will be monitored and assessed against performance via a Partnership Agreement between Police Scotland and the City of Edinburgh Council, with regular reporting to the newly established Police and Fire Scrutiny Committee and the Transport and Environment Committee “
- 3.3 A robust SLA has been developed as directed in the budget motion above. This agreement and associated KPI’s are attached at Appendices 1 and 2.
- 3.4 This SLA is a one year agreement, in place for 2014/15.

- 3.5 The SLA is presented to Committee for approval. Monitoring and scrutiny will be through the Police and Fire Scrutiny Committee, with the KPI's also being reported to the Health, Social Care and Housing Committee and Transport and Environment Committee.
- 3.6 Operation and delivery of the SLA will be through the current Tasking and Co-ordination Group (TACG) process. This is currently under review and will be replaced by Community Improvement Partnerships (CIPs) in the near future. The attached KPIs will also be monitored on a neighbourhood basis through this process.

Additional Benefits to the City

- 3.7 Edinburgh has a host of demands unique to its status as the capital city of Scotland, including hosting a large number of marches, demonstrations and protests. Additional funded police officers ensure there is resilience in local community policing and that local policing is not impacted by these competing demands when they arise.
- 3.8 The Council funding provides an additional 44 police officers based in local communities. These officers work in partnership with Council staff and other relevant agencies at local level to ensure an effective response to community priorities.
- 3.9 This SLA relates solely to the additional community and city centre policing services that Police Scotland provides on behalf of the Council, and does not refer to the core policing of the city.
- 3.10 Communities will be provided with a list of local officers that they can identify as being the officers that the Council wholly funds. This should assist residents' perception of the successful joint work that takes place within communities to tackle anti-social behaviour and provide them with a point of contact.
- 3.11 Funded community police officers are also jointly tasked with undertaking local neighbourhood patrols, attending joint visits where anti-social behaviour has been reported, supporting the Council through eviction processes and being a visible and reassuring presence for local communities.
- 3.12 These officers are also part of the ongoing Total Place initiatives in Craigroyston and East Edinburgh, with a focus on a total place approach with a range of partners, to tackle local concerns such as youth crime and other identified local priorities.
- 3.13 Additionally, community police officers will have a role in supporting Roads Policing Teams to tackle Road Safety through focussing on local issues around driver behaviour, speeding and education and awareness.
- 3.14 Although not specifically funded, the Council are supported by Police Scotland in implementing its strategic priorities, such as assisting with the implementation of the Anti Social Behaviour Strategy and attendance at, and support to, the

Edinburgh Community Safety Partnership (ECSP). This is part of the mature partnership arrangements already in place.

Local Policing Plans

- 3.15 By providing additional funding to Police Scotland, the Council supports the goal of making Edinburgh a safe place to live, visit, work and study. It assists the police in tackling violence, crime and anti-social behaviour, which are key elements of the new Local Policing Plan for 2014.
- 3.16 The key priorities as set out in the Local Policing Plan 2014 include:
- Public safety – including violence and disorder, domestic abuse and sexual crimes, public events and road safety
 - Reducing Antisocial Behaviour
 - Serious and Organised Crime
- 3.17 In developing the Local Police Plans, the Edinburgh Division of Police Scotland engaged with over 6000 people through a range of consultation activities, including surveys, surgeries and open door sessions, alongside local Community Safety teams. Funded officers were central to this effort.
- 3.18 The citywide Policing Plan will be supplemented by local ward level plans which focus on key priorities identified by local communities during the consultation process. It is anticipated that these ward level plans will highlight tackling Anti Social Behaviour as a priority for members of that community.
- 3.19 Funded officers will work directly to the Police ward level plans that underpin the Local Police Plan.

Analytical Provision

- 3.20 Discussions are ongoing with Police Scotland in relation to the provision of analysts who are responsible for providing the data relating to the KPIs as well as the analysis of trends and identify hotspots to support the current TACG process.
- 3.21 The analysts are critical to the analysis and monitoring of local community policing. The Council and Police Scotland are jointly exploring innovative models of service delivery for this area. This will be presented in the report on Community Improvement Partnerships to be presented to the Health, Social Care and Housing Committee in June 2014.
- 3.22 Should it be proposed that this resource be managed directly by the Council, minor adjustment to the level of Police funding will be necessary to reflect this.

Measures of success

- 4.1 This will be evidenced by:
- A refreshed partnership approach to community policing, evidenced by the commitment from the Council and Police Scotland to the new neighbourhood Community Improvement Partnerships.
 - An increase in the number of people who feel safe after dark and a reduction in antisocial behaviour complaints.
 - A reduction in the number of crimes reported to Police Scotland.
- 4.2 Outcome based Key Performance Indicators (KPIs) have been developed to support the new SLA. These will be used to monitor, on a quarterly basis, the success of this refreshed approach to community policing.

Financial impact

- 5.1 The Council has committed to continuing to fund Police Scotland £2.60m for 2014/15 to support community policing, city centre policing and road safety.

Risk, policy, compliance and governance impact

- 6.1 The risk attached to not agreeing this SLA would mean that the Council would be unable to hold the police accountable for services provided for the provision of an agreed amount of funding.
- 6.2 The report has no impact on pre-existing policies, however will link to the current development of an Antisocial Behaviour Policy.

Equalities impact

- 7.1 By continuing the funding for Police Scotland for 2014-15 and by enhancing the current community policing aspect of their role, those with protected characteristics should enjoy an enhanced level of support through an increased number of community police available locally.

Sustainability impact

- 8.1 There is no sustainability impact arising from this report.

Consultation and engagement

- 9.1 The SLA contains KPIs which reflect local priorities as set out in the Local Police Plans, recognising that local consultation took place to deliver these.
- 9.2 The proposal to remove £500,000 from the police budget, which was rejected as part of the Capital coalition budget motion, was subject to wide consultation and engagement with residents across the city.

Background reading / external references

None.

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Links

Coalition pledges	P 32 - Develop and strengthen local community links with the police P 34 - Work with police on an anti-social behaviour unit to target persistent offenders
Council outcomes	CO 21 - Safe – Residents, visitors and businesses feel that Edinburgh is a safe city.
Single Outcome Agreement	SO4 - Edinburgh's communities are safer and have improved physical and social fabric.
Appendices	1 - Service Level Agreement 2 - Key Performance Indicators.



**SERVICE LEVEL AGREEMENT
IN RELATION TO**

**THE PROVISION OF COMMUNITY AND CITY CENTRE
POLICING SERVICES**

BETWEEN

THE CITY OF EDINBURGH COUNCIL

AND

THE POLICE SERVICE OF SCOTLAND

PARTIES

- (1) THE CITY OF EDINBURGH COUNCIL, constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at Waverley Court, 4 East Market Street, Edinburgh, EH8 8BG ("**Council**")
- (2) The CHIEF CONSTABLE OF THE The Police Service of Scotland, appointed in terms of section 7 by the Police and Fire Reform (Scotland) Act 2012 and having his headquarters at Tulliallan Castle, Kincardine, Fife, FK10 4BE ("Chief Constable")

BACKGROUND

- (A) The Council has agreed to pay funding to the Police Service of Scotland "Police Scotland" to assist it in carrying out certain services, in line with Council priorities.
- (B) This agreement represents the clear intentions of the parties in relation to the funding and the provision of community policing services in the city of Edinburgh in respect of violence reduction, crime and antisocial behaviour in line with agreed local priorities and in supporting local communities.
- (C) This agreement sets out the terms and conditions on which the funding is provided by the Council to Police Scotland.
- (D) These terms and conditions are intended to ensure that the funding is used for the purposes for which it is provided by the Council.
- (E) The agreement refers solely to the provision of additional funded officers and does not reflect core policing services delivered by Police Scotland.

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement:

Agreement: this agreement between the Council and the Chief Constable.

Appendix/Appendices: an appendix/the appendices attached to and forming part of this Agreement.

Divisional Commander: the Divisional Police Commander for Edinburgh.

Funding: the funding to be provided by the Council to Police Scotland in accordance with clause 3.

KPIs: the key performance indicators as set out in Appendix 2.

Services: the services to be provided by Police Scotland as set out in Appendix A.

Term: the period during which this Agreement is in force as set out in clause 2.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Appendices.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes faxes and e-mail.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

2 TERM OF AGREEMENT

- 2.1 This Agreement shall commence on 1 April 2014.
- 2.2 This Agreement shall expire on 31 March 2015 unless terminated earlier by either Party in accordance with clause 11.1.

3 PAYMENT OF FUNDING

- 3.1 The Council shall pay to Police Scotland the sum of £2,600,000 by way of quarterly instalments following the submission of invoices from Police Scotland to the Council.

Breakdown Includes:

Community Policing	£2,060,000
City Centre Policing	£ 500,000
Youth Justice Sergeant	£ 40,000

TOTAL £2,600,000

4 PURPOSE OF FUNDING

- 4.1 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.

5 STANDARD OF SERVICE

- 5.1 Police Scotland shall provide the Services to the Council.
- 5.2 Both Parties recognise that the delivery of the Services depends upon full co-operation between the Parties.
- 5.3 Police Scotland shall keep the Council informed of the progress in providing the Services and shall provide quarterly management information in the form set out in Appendix 2.
- 5.4 Police Scotland will identify the senior Police officer(s) responsible for supervising these matters ("**Authorised Police Officer(s)**"). For the purpose and Term of this Agreement, this officer is the Partnership Operations Superintendent, or named deputy in his/her absence.

6 INSTRUCTIONS TO DIVISIONAL COMMANDER FOR CITY OF EDINBURGH DIVISION

- 6.1 The Council will provide details of officers who are authorised to initiate or instruct the Services on an individual basis. For the Term these officers ("**Authorised Council Officers**") are as follows but may be subject to change:

- (a) Head of Service for Community Safety;
- (b) Community Safety Senior Manager;

- (c) Community Safety Strategic Manager;
- (d) a named deputy in the absence of any of the officers listed in this clause 6.1.

- 6.2 The Council will advise Police Scotland of any changes to the list of Authorised Council Officers as soon as practicable after the changes are made.

7 ABSTRACTIONS

- 7.1 The Police are responsible for providing frontline staff in order to deliver the Services.
- 7.2 Police Scotland shall ensure that the Services are not subject to disruption as a consequence of staff abstractions for any other Police duties except for a short period of time in a genuine emergency (such as an incident of domestic terrorism, or unexpected period of high demand).
- 7.3 In the event of any potential disruption to delivery of the Services, Police Scotland shall provide as much notice as is reasonably practicable of such potential disruption to the relevant Authorised Council Officer.
- 7.4 Police Scotland shall, on the request of the Council, provide the Council with the rate of staff abstractions for a given period of time during the Term. In the event that Police Scotland has carried out a staff abstraction that has not been agreed in advance with an Authorised Council Officer, the Council shall be entitled to reduce or recover a proportionate part of the Funding where disruption to the Services has taken place.

8 DISCLOSURES AND INFORMATION SHARING

- 8.1 The Parties agree that a revised Information Sharing and Disclosure Protocol shall be developed during the Term to support the new Community Improvement Partnership (CIP) process.

9 MONITORING ARRANGEMENTS

- 9.1 In monitoring and measuring the Services provided, both Parties will have regard to the KPIs.
- 9.2 Police Scotland will ensure that the performance of the Services is in accordance with the KPIs and that they are conducted by appropriate staff and are sufficiently supervised. If the Council has concerns about the progress of individual matters or the performance of the Services in

relation to the KPIs it should raise these with the Authorised Police Officer(s).

- 9.3 Where the Council has concerns that have not been resolved by the Authorised Police Officer(s) after having been notified under clause 9.2, it should raise these concerns directly with the Divisional Commander.
- 9.4 The Authorised Police Officer(s) and one of the Authorised Council Officers instructing the Services will meet on a regular basis to review management information and performance.

10 REVIEW ARRANGEMENTS

- 10.1 The Council and Police Scotland, prior to the expiry of the Term, shall review the arrangements for Council funding of Police services following expiry of the Term.
- 10.2 As part of the review to be carried out in accordance with clause 10.1, the Council will advise Police Scotland of any matters that are expected to have an impact on the funding of Police services following the expiry of the Term.
- 10.3 As part of the review, Police Scotland shall advise the Council of any matters that are expected to have significant impact on the delivery of the Services or of future services following expiry of the Term.

11 VARIATION/TERMINATION

- 11.1 This Agreement may be varied in writing with the agreement of both Parties.

12 NO PARTNERSHIP OR AGENCY

- 12.1 Nothing in this Agreement shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

13 SEVERABILITY

- 13.1 If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

14 ENTIRE AGREEMENT

- 14.1 This Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Parties relating to that subject matter.

15 GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of Scotland.
- 15.2 The Parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter.

IN WITNESS WHEREOF this document has been executed by the Parties as follows:

Signed for and on behalf of The City of Edinburgh Council

By.....(Proper Officer)

On.....(Date)

.....(print name)

In the presence of

By.....(Witness)

On.....(Date)

.....(print name)

.....(Witness address)

Signed for and on behalf of Chief Constable of the Police Service of Scotland

By.....(Authorised Signatory)

On.....(Date)

.....(print name)

And/in the presence of

By.....(Witness)

.....(print name)

.....(Witness address)

APPENDIX A

DESCRIPTION OF SERVICES

Community Policing

The provision of Community Policing Teams citywide will include named posts, who will support the implementation of this agreement and have a specific focus on community policing. Where an officer leaves their post, a named individual will be identified to take up this post within one month.

Community Policing will focus on:

- Neighbourhood patrols focussing on issues identified locally in partnership with the Council. These are likely to include some of the specific city centre priorities as set out below, as well as other local concerns. These patrols will provide community reassurance, visibility and engagement, deter offences in known hotspots and detect and apprehend offenders.
- Attendance at Neighbourhood Community Improvement Partnership priorities and actions as agreed at the monthly meetings (these replacing the current Tasking and Co-ordinating model).
- Support to the Youth CIP (where it exists and develops) as set out above
- Community engagement through commitment to the local Policing Plan priorities and Multi-member Ward Plans
- Supporting eviction actions and anti social behaviour orders through all stages of the court process. This to include attendance at meetings/joint visits where requested.
- Carrying out joint visits to properties/individuals where requested to support approach to anti social behaviour and crime reduction
- Supporting the Total Neighbourhood Approach
- Services required and agreed to meet the agreed Key Performance Indicators at Appendix 2.

City Centre Policing

Provision of City Centre community police focussing on:

- City centre dispersal detail.
- Public safety/ events management.
- Alcohol and night time economy.
- Violence reduction/public disorder.
- Retail and acquisitive crime.

Road Safety

Community Policing Teams to work with Council Road Safety team to develop and implement road safety action activity across the city, focusing on priority groups and issues identified from the analysis of road casualty data and local consultation and engagement through the Community Improvement Partnership process.

This may include:

- Support for national campaigns at local level to raise awareness of: Drink/drugged driving, speeding, seat belt and mobile phone use
- Enforcement of 20mph speed restrictions where necessary and where highlighted through the CIP process and local intelligence.
- Targeting drivers who speed and areas where this is highlighted locally
- Targeting illegal use of motor cycles, mini-mopeds etc
- Support for local campaigns targeted at high risk groups e.g. cyclists, the elderly, young drivers;
- Support prevention/enforcement initiatives in areas where there are schools
- Support road, cycle and driver training inputs to young people and within schools

Youth Justice Post

The provision of the youth justice funded officer will be a named individual.

Key roles will include:

Strategic

- Ensuring the provision of information based on police systems, to inform the work of the Young People's Sub-group of the multi-agency Reducing Reoffending Group
- To contribute to strategic planning through participation in the Young People's Sub-group of the multi-agency Reducing Reoffending Group
- To work with lead officers in partner services to highlight and address organisational issues requiring resolution
- To support the operation of Pre-Referral Screening and the Whole Systems Approach for young people age 16-plus who are offending

Operational

- To act as a single point of contact on operational police issues relating to young people who offend.
- To support the day-to-day multi-agency work with young people who offend across the city.
- To support the operation of the Whole Systems Approach for young people age 16-plus who are offending
- To ensure that the officers of Police Scotland work within the Getting it Right for Every Child model of assessment, planning and engagement with young people who offend.
- To ensure that appropriate information held by Police Scotland is shared with colleagues in relation to antisocial behaviour and offending by young people.

APPENDIX 2

KEY PERFORMANCE INDICATORS

KEY:

INDICATORS SPECIFIC TO THIS SLA

GENERAL INDICATORS ALREADY REPORTED
BY POLICE SCOTLAND

LOCAL

PERFORMANCE INDICATORS

Performance Indicator	YTD	LYTD	YTD % change on last quarter	Context and Actions/Response
No of young people who offend				
No of ASB joint visits with Council staff				Joint KPI with CEC
No of eviction action/visits with Council staff				Joint KPI with CEC
No of joint patrols undertaken with Council staff where agreed as a priority.				Joint KPI with CEC
Abstraction rate				
Joint communications/engagement activities				Joint KPI with CEC
Visits to monitored licence premises				
Visits to problematic licensed premises				

VIOLENCE, DISORDER AND ANTI-SOCIAL BEHAVIOUR

Performance Indicator	YTD	LYTD	YTD % change on last quarter	Context and Actions/Response
Total No Group 1: Crimes of Violence				
Group 1: Crimes of violence detection rate				
Group 1-4: Overall recorded crime				
Group 1-4: Detection rate of overall crime				
Knife Crimes recorded				
Knife crimes detection rate				

Vandalism crimes recorded				
Vandalism crimes detection rate				
Fire raising crimes recorded				
Fire raising crimes detection rate				
Detections for public urinating offences				
Street drinking offences detected				As per alcohol bye-law
Hate crimes recorded				
Hate crime detection rate				

DOMESTIC ABUSE

Performance Indicator	YTD	LYTD	YTD % change on last quarter	Context and Actions/Response
Domestic Abuse crimes recorded				
Domestic Abuse crimes detected				
Domestic Abuse bail offences detected				
Domestic bail checks competed within 24 hours				

ROAD SAFETY

Performance Indicator	YTD	LYTD	YTD % change on last quarter	Context and Actions/Response
No of people killed or seriously injured				
No of children (under 16) killed or seriously injured				
No charged with Road Traffic Offences				
Total no charged with Dangerous driving				
No charged with Speeding				
No charged with Driving whilst disqualified				
No charged with Driving without a licence				

No charged with Failure to insure against third party risks				
No charged with Seat belt offences				
No charged with Mobile phone offences				
No charged with Drink, drugged driving offences.				
No of road safety initiatives carried out as identified through the CIP's				Joint KPI with CEC

YOUTH JUSTICE

Performance Indicator	YTD	LYTD	YTD % change on last quarter	Context and Actions/Response
Number of risk management case conferences attended				
Number of offence charges related to young people				
Weekly submission of police information regarding young people charged to PRS partner agencies				