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REPORT / SUMMARY DECISION SHEET

PURPOSE: COMMISSIONER DECISION / INFORMATION / BRIEFING –

Timing: Urgent: The MOU needs to be signed by 24th June 2013 in order for the planned installation of ANPR sites to proceed. Failure to sign by that date will delay the commencement of the work

Title: Welsh Government (WG) Memorandum of Understanding (MOU) in respect of ANPR.

Category of Decision / Business Area Impact: ANPR impacts on operational performance and safeguarding the communities in Dyfed-Powys Police.

Executive Summary: Dyfed-Powys Police is working in partnership with the Welsh Government to increase ANPR coverage across the Force area. In order for the necessary infrastructure work to be undertaken, it is necessary for a Memorandum of Understanding to be signed by the PCC and Chief Constable.

Recommendation:

The Commissioner is requested to sign the attached MOU.

Police and Crime Commissioner for Dyfed-Powys

I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the NOLAN Principles for Conduct in Public Life.

The above has my approval.

Signature:

Date:

20th June 2013

Welsh National Traffic Data System

1. **Purpose of Report:** To outline the developments in respect of providing enhanced ANPR coverage across the Dyfed - Powys Police area which is to be jointly funded by Dyfed-Powys Police and the Welsh Government (WG). In order for the agreed work to be undertaken, it is necessary for a Memorandum of Understanding to be signed by the PCC, Chief Constable and Welsh Government Ministers.
2. **Options Appraisal:** Failure to sign the Memorandum of Understanding will not enable the necessary work to be undertaken.
3. **Background / Issues for consideration:** Dyfed - Powys Police currently hosts 34 ANPR sites throughout the Force area. The Welsh National Traffic Data System will provide a further 20 static sites at strategic locations on trunk roads. Estimates would suggest that the total average daily read rate will increase from the current 340K to 700K and will enhance the Force's ability to quickly detect and prevent crime, thereby safeguarding our communities. The use of ANPR is supported by all operational departments. The ANPR Back Office has sufficient storage to manage the increase in data.
4. **Legal issues:** The MOU has been presented to and accepted by the Force Solicitor.
5. **Financial Implications/Assessment of Value For Money:** Dyfed - Powys Police is being requested to contribute £63,750.00 in return for an equal share of 80 Automatic Number Plate Recognition (ANPR) sites throughout the Principality. Identical contributions are being made by the other three Welsh Police Forces. In return for the ANPR sites, Dyfed-Powys Police we will provide hashed data to Welsh Government for Journey Time Analysis. The total investment made by Welsh Government for this project is £3.1m. The Force contribution of £63,750.00 has been accounted for and will be paid out of the 2013-14 ANPR Capital Budget. Throughout the life time of the Project there is no financial implication to the Force. The project will run until 31st March 2019.
6. **(Strategic) Risk analysis:** The MOU has been presented to and accepted by the Force Risk Advisor
7. **Contribution to the Police and Crime Plan:** This initiative contributes to the following priorities of the Police & Crime Plan:
 - Preventing and dealing with incidents and crime
 - Protecting vulnerable people
 - Bringing people to justice
 - Spending wisely

8. Implications for Regional / Collaborative/ Partnership Working: The other 3 Welsh Police Forces are entering identical agreements with the Welsh Government.

9. Media Handling Considerations: To be agreed with Welsh Government

10. Miscellaneous Implications: (Include consideration of implications of: Equality and Diversity, Crime and Disorder Act, Children and Young People, Human Rights, Environmental and National Park, Biodiversity and Sustainability Issues

N/A

11. Appendices: The MOU as presented by Welsh Government.

12. Background / Supporting papers

Nil

13. Contact details

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14. Public Access to Information

Information in this form is subject to the Freedom of Information Act 2000 (FOI Act) including the exemptions set out within the Act and other relevant legislation. Where the exemptions or other restrictions are applicable, this form will be edited prior to being made available on the OPCC website within 5 working days of the decision being made by the Police and Crime Commissioner.

15. Officer Approval

**Chief Executive / Assistant Chief Executive / Chief Financial Officer
(Delete as appropriate)**

I have been consulted about the proposal and confirm that financial and legal advice have been taken into account in the preparation of this report. I am satisfied that this an appropriate request to be submitted to the Commissioner

Signature



Date 20/6/13

Welsh National Traffic Data System

Memorandum of Understanding

Automatic Number Plate Recognition System

1. Introduction

This Memorandum of Understanding between the Welsh Ministers the Police and Crime Commissioner for Dyfed Powys Police and the Chief Constable of Dyfed Powys Police concerns a project for the installation and operation of an Automatic Number Plate Recognition system ("the ANPR system") in Dyfed Powys

This Memorandum must be signed by all parties before any work to install the ANPR system can take place.

2. Statement of Intent

Through an effective and harmonious partnership with the Welsh Ministers, Dyfed Powys Police intend to maximise the opportunities to impact positively on crime, criminal behaviour and related activities, by monitoring vehicles using the Welsh trunk road network in Dyfed Powys through the operation of the ANPR system. The Welsh Ministers will use the data gathered to assess traffic flows and calculate journey times in order to assist in providing the travelling public improved access to travel information in Wales.

3. Definitions and interpretation

In this Memorandum, the following expressions shall have the meaning set out below:

Police and Crime Commissioner - means the Police and Crime Commissioner for Dyfed Powys Police

Chief Constable means the Chief Constable of Dyfed Powys Police

Welsh Ministers – the Welsh Ministers appointed under section 48 of the Government of Wales Act 2006.

Memorandum - means this Memorandum of Understanding.

4. Common Objectives

The Welsh Ministers, the Chief Constables and the Police and Crime Commissioners acknowledge the following objectives that are relevant to this partnership:

- To provide accurate journey time data for the Welsh road network.
- To save/preserve life;
- To maintain order;
- To prevent crime, criminality and anti-social behaviour;

- To prosecute offenders;
- To protect property and safeguard the environment;
- To facilitate criminal investigation and judicial, public technical or other legitimate enquiries;
- To prevent escalation of an incident;

5. Roles and Responsibilities

Legal duty

Nothing in this Memorandum removes, transfers, bars or interferes with the legal responsibilities, duties or rights within the law of any of the parties involved.

Nothing contained or implied in this Memorandum shall prejudice or affect the rights, powers, duties and obligations of any of the parties in the exercise of their respective functions as statutory authorities. Their respective powers, rights, duties and obligations under all public and private statutes, bye-laws and regulations may be as fully and effectively exercised as if they were not a party to this Memorandum.

Welsh Ministers

The Welsh Ministers will install ANPR cameras as part of the Welsh National Traffic Data System project within the Dyfed Powys Police area ('the Sites') and will co-operate in the operation of the ANPR system managed by the Chief Constable, subject to the following:

- The Welsh Ministers must be satisfied that the installation and operation of the ANPR system does not affect, nor is detrimental to the operation of the trunk road network; All parts of the ANPR system, as appropriate, must receive technical approval by the Welsh Ministers before any work to install the ANPR system can take place;
- The Welsh Ministers will allow access to, and use and enhancement of, the facilities and infrastructure on the Welsh trunk road network, subject to technical approval as mentioned above and operational protocols being jointly agreed;
- The Welsh Ministers will appoint a Supplier to manage, maintain and operate the ANPR System on the Welsh trunk road network until 31st March 2019. Access to and working on the Welsh trunk road network shall be in accordance with the procedures set out by the Welsh Ministers and/or their Agents. The Welsh Ministers shall ensure that all employees, agents and sub-contractors of the Supplier have been cleared in accordance with the Warwickshire vetting scheme prior to having access to any of the Sites;
- Should the Welsh Ministers receive a request for information in relation to the location and/or purposes of the Sites then if they hold that information they will consult with the Chief Constable and take into consideration the views of the Chief Constable prior to reaching a decision on whether to release or withhold the information. The Chief Constable shall be informed by the Welsh Ministers of the decision reached before any request for information is responded to.

The Police and Crime Commissioner

The Police and Crime Commissioner will:

- Make a financial contribution to the project of £63,750 subject to the Welsh Ministers ensuring that installations throughout Wales are split equally between the police areas of South Wales, Gwent, Dyfed-Powys and North Wales;
- Be responsible for any works required to the relevant Back Office Facility to accommodate the additional data including any costs incurred;
- Approve all connections and interfaces with the Police and Crime Commissioner's information technology systems prior to any connections being made;
- Provide suitable site locations to meet with the Chief Constable's and the Police and Crime Commissioner's requirements and provide journey time data in accordance with the Welsh Ministers objectives;
- Provide the Supplier with the necessary details of the ANPR system data protocols in order to enable transfer of all camera data to the Back Office Facility;
- Ensure that appropriate staff attend site meetings with the appointed Supplier and Welsh Ministers' representatives in order to agree preferred site location and contribute to site requirements;
- Ensure that appropriate staff attend camera Site Acceptance Tests (SAT) and undertake initial performance test;
- For sites not located on Welsh Ministers' owned land provide assistance with negotiations and obtaining approval for the site including any way leaves necessary from the Local Authority or any other affected party;
- Power supplies. For sites where the Police and Crime Commissioner has an existing Memorandum of Understanding with the relevant Local Authority for the connection to and supply of power from street furniture the relevant Police and Crime Commissioner will be responsible for any issues arising from such power supplies prior to connection with electrical cut-offs installed as part of this project;
- Land use. For sites located off the Welsh Government's network where the Police and Crime Commissioner has an existing Memorandum of Understanding with the Local Authority, the Police and Crime Commissioner shall be responsible for any dealings with the Local Authority for the installation of equipment during this project;
- Undertake performance tests (validation tests) annually in line with NAAS testing requirements and provide the results to the Welsh Ministers and/or their representatives;
- Report faults with the ANPR cameras or associated infrastructure in accordance with the agreed procedure;
- Liaise with the Supplier if required to assist with the introduction of a remote maintenance monitoring system; and
- Provide suitable representation twelve months before the Welsh National Transport Data Systems ANPR Installation and Maintenance Contracts end date (31st March 2019) in order to commence negotiations regarding future operation and any maintenance handover requirements.

Chief Constable

The Chief Constable will:-

- Accept the Warwickshire security clearance scheme as a suitable method for authorising security accreditation of Supplier's staff;

- Provide site location details for any existing ANPR sites which are suitable to provide journey time data for the Welsh Ministers' purposes. Sufficient information will be provided in order to determine journey times for the routes affected to a suitable accuracy;
- Be responsible for monitoring and providing in an agreed format data obtained by way of the ANPR system that is suitable for the Welsh Ministers' objectives provided that no personal data shall be disclosed to the Welsh Ministers;
- Ensure that the required data for journey time calculations are transferred to the Welsh Ministers database;

6. Confidentiality

All parties will ensure that the provisions of the Data Protection Act 1998 are complied with.

In support of the statutory requirements of the Human Rights Act 1998, the Regulation of Investigatory Powers Act 2000 and other relevant legislation, the following will be adhered to:

Under no circumstances will any employee, officer, member or contractor of the Welsh Ministers or their representatives action, record, or take any other form of activity/action arising from or as a result of the operation of the ANPR system unless authorised, requested or directed to do so by a police officer and will not impede the lawful business of the Police and Crime Commissioner or that of the Chief Constable.

No police officer or police support employee of either the Chief Constable or the Police and Crime Commissioner will undertake any action/activity arising from or as a result of this project without proper authority or impede the lawful business of the Welsh Ministers.

Except for personal data and subject to the prior agreement of Chief Constable, the Welsh Ministers shall be granted access to such ANPR data as may assist the operational purposes of the Welsh Ministers' National Traffic Data System.

Where current agreements are in place, responsibility for providing the necessary interfaces and connections, including all costs, to allow the Welsh Ministers access to the ANPR system will fall to the Police and Crime Commissioner. Where no current link has been established, the cost of forming this link shall be met by the Welsh Ministers. Access to the ANPR system will only be granted once full technical specifications have been formally agreed between the parties and the Police and Crime Commissioner and the Chief Constable are both satisfied that adequate security provisions are present.

The data shall remain the property of the Chief Constable who shall be the data controller for the purpose of the Data Protection Act 1998. Regardless of its content, data shall be dealt with by the Welsh Ministers with strictest confidence.

7. Consent

The signature of this Memorandum on behalf of the Welsh Ministers, may be taken as signature on behalf of the Welsh Ministers.

8. Indemnity

The Police and Crime Commissioner shall indemnify and keep indemnified the Welsh Ministers, their officers, servants and agents against all expenses whatsoever in respect of or in relation to any injuries (including fatal injuries) to any person, or any damage to or loss of any property whatsoever, which may arise out of or in consequence of the placing, using, retention, maintenance or removal of the ANPR system or any associated works.

This indemnity shall not extend to such injury, damage or loss sustained as a result of the wilful default or negligence of the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor.

The Welsh Ministers (which includes their officials, employees and agents) shall indemnify the Chief Constable and the Police and Crime Commissioner, their officers, employees and agents against all expenses (including the removal, relocation or repair of the ANPR system or claims for any injuries and fatal injuries) that arise from:

- a) Any action taken by Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor, except in the case of an emergency, that in any way compromises or undermines the accuracy, operation or safety of the ANPR system and is not notified in advance to the Police and Crime Commissioner and the Chief Constable;
- b) Any misuse by the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor of data provided by the ANPR system;
- c) Any computer virus shown to have been introduced by the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor that compromises the accuracy, operation or safety of the ANPR system.

Provided that this indemnity shall not extend to any action the Welsh Ministers, their officers, servants, agents, contractors or any person in the employ of such agent or contractor may take which is necessary for the safety and the proper operation of the Welsh trunk road network.

Signature:  Date: 18th June 2013

Signature:  Date: 20th June 2013