

**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE FOR
POLICING IN THE SOUTH WEST OF ENGLAND**

1. BACKGROUND

- 1.1 This agreement is made the _____ day of _____ two thousand and nine between the Police Authorities of Wiltshire, Gloucestershire, Dorset, Devon & Cornwall and Avon & Somerset (the “Police Authorities”).
- 1.2 The Police Authorities’ respective Chief Constables (“the Chief Constables”), Chairmen and Chief Executives have met for a number of years to discuss matters of mutual interest and have collaborated on the joint provision of policing services in the interests of efficiency and effectiveness of the policing service.
- 1.3 It is the wish of the Police Authorities and the Chief Constables that collaboration on the joint provision of both operational and support services should continue and develop wherever possible and that suitable administrative, management and governance arrangements should be put in place.
- 1.4 The Police Authorities and the Chief Constables have agreed to establish a South West Policing Board (“the Board”).
- 1.5 The Police Authorities have agreed to establish a statutory joint committee on policing which may, as appropriate and subject to the terms of this agreement, give formal approval on behalf of partner authorities to recommendations from the Board. This agreement sets out how the Police Authorities Joint Committee (PAJC) and the Board will operate and how legally binding decisions will be made.
- 1.6 The various arrangements referred to above and elsewhere in this agreement are shown by means of the diagram in Appendix A.

2. SHARED VISION FOR THE SOUTH WEST

- 2.1 The Shared Vision of the Police Authorities and the Chief Constables is to be developed by PAJC in consultation with the Chief Constables.

3. SPECIFIC OBJECTIVE OF PAJC AND THE BOARD UNDER THIS AGREEMENT

3.1 Proactively to pursue opportunities to collaborate that appear capable of furthering the Shared Vision and embody this as a programme of work in the South West Annual Business Plan.

3.2 The key drivers for delivering the above objective are:

- Optimising operational effectiveness through close co-ordination and co-operation without loss of individual identity.
- Exploring opportunities to use resources individually and collectively in a more efficient, effective and economic way, thereby securing best value.
- Securing better quality policing outcomes by releasing more resources to the front line and increasing public confidence and satisfaction with the service provided.
- Developing innovative solutions to enhance operational and organisational capacity and capability and in so doing to make a significant contribution to the future direction of the Police Service in the South West.

4. MAIN AIMS OF PAJC

4.1 The PAJC is a binding governance mechanism for police collaboration in the south west. The main aims of PAJC are to:

- Consider and act upon issues affecting policing in the South West, including those that are under the control of the Home Office or central agencies.
- Maintain a broad regional prospectus on police matters
- Promote and protect the interests of the Police Authorities and the forces they maintain.
- Seek to influence the policing agenda at a national level on behalf of Police Authorities and the local communities of the South West.
- Support Police Authorities and the forces they maintain in securing efficient and effective policing services across the South West.
- Promote awareness of policing needs and the role of Police Authorities.

- Uphold and champion the principles of local accountability

5. PAJC

Membership

- 5.1 PAJC shall comprise 10 Members with each of the Police Authorities appointing 2 of its Members.
- 5.2 Each of the Police Authorities will normally appoint its Chair and will include at least one Councillor and at least one Independent Member amongst its Members.
- 5.3 Each of the Police Authorities may appoint Alternates (Councillors or Independent Members) to attend in the absence of any of its Members with power to vote.

Legal Status

- 5.5 PAJC is a Joint Committee constituted by the Police Authorities under sections 101, 102 and 107 of the Local Government Act 1972. Meetings of PAJC are subject to the provisions of the Local Government Act 1972 including public access to information and to the meetings of joint committees.
- 5.6 Members of PAJC are empowered to ratify proposals relating to the provision of joint services or facilities where such services or facilities may be provided under the Local Government Act 1972 or where the approval of the Police Authorities to the provision of such services or facilities is required under section 23 of the Police Act 1996, where these have been included in the approved South West Annual Business Plan.
- 5.7 Where the proposals relate to the provision or receipt of joint services or facilities from some, but not all, of the Police Authorities, then those Police Authorities not affected by the proposals shall not have any delegated powers in relation to such matters and shall not vote thereon.
- 5.8 Where the effect of a particular resolution/decision would be to create contractual or financial obligations for any Police Authority beyond those approved in the South West Annual Business Plan then, in the event of not all of the Member representatives of that Police Authority present voting in favour of the resolution/decision the matter shall be referred to the Police Authority concerned for its decision.

Voting

- 5.9 Except as set out in 5.7 and 5.8 above or as otherwise required by this agreement, voting shall proceed on a simple majority basis.
- 5.10 For the avoidance of doubt, no officer (including the Chief Constables or their representatives) shall be entitled to vote.

Contractual Arrangements

- 5.11 Where the effect of a decision by PAJC is that the Police Authorities, or any of them, enter into contractual arrangements, those Police Authorities involved shall delegate authority to enter the contract to such of the Police Authorities as Lead Authority as they may from time to time decide.
- 5.12 Where contractual arrangements are to be entered into by one of the Police Authorities as Lead Authority on behalf of itself and other Police Authorities, in accordance with section 101 of the Local Government Act, 1972 and section 23 of the Police Act 1996 or either of them,
 - 5.12.1 the Police Authorities involved shall complete a legal agreement setting out the basis on which the risks and liabilities and financial arrangements are apportioned between them.
 - 5.12.2 Unless otherwise agreed, the Financial Regulations of the Lead Authority will apply to the letting of the contract.
 - 5.12.3 Unless otherwise agreed, costs and liabilities will be shared on the basis of formula grant allocation.
- 5.13 Unless otherwise agreed, the Police Authorities and the forces they maintain agree as follows for dealing with civil claims arising from collaborative operations:
 - 5.13.1 In the event that officers from one South West force collaborating in a joint operation under an arrangement set up under Section 23 of the Police Act 1996 are the subject of a civil claim any resulting litigation will be managed by the force to which those officers belong.
 - 5.13.2 In the event that officers from two or more South West forces collaborating in a joint operation under an arrangement set up under Section 23 of the Police Act 1996 are the subject of a civil claim any resulting litigation will be managed by the lead force for the relevant arrangement set up under Section 23 of the Police Act 1996 on behalf of all the collaborating forces.
 - 5.13.3 Costs arising from the management of any litigation to deal with civil claims against officers involved in a joint operation by South West forces set up under Section 23

of the Police Act 1996 will be allocated between the forces involved in the joint operation on the basis of formula grant allocation.

Functions

5.13 The functions of PAJC are:

- To discharge the main aims as set out in clause 4.
- To exercise the powers and duties of a police authority in connection with any current or future action taken by the Chief Constable, by means of an agreement under section 23(1) of the Police Act 1996, to secure the development of any operational police or support activities delivered in collaboration with one or more police forces.
- To exercise the powers of a police authority to reach agreement with the Police Authorities under section 23(2) of the Police Act 1996 to provide that any premises, equipment or facilities should be provided jointly for the police forces maintained by those Police Authorities, or under section 23(7) to act jointly or co-operate in any other way, with any police authority where to do so is calculated to facilitate, or is conducive or incidental to, the discharge of any of the Police Authorities' functions.

- The holding of a budget for each financial year approved by the Police Authorities from which the cost of joint services will be defrayed.
- The appointment of officers to advise and act on its behalf
- The realisation of efficiency savings achieved through the provision of joint services or approval.
- The commissioning of the South West Annual Business Plan for approval by PAJC at its AGM and then by the Police Authorities and managing its implementation after its approval by all Police Authorities.
- The advising, consulting and lobbying of Government, Individuals and Home Office and other appropriate bodies.

- Scrutinising the performance of the Board and collaboration arrangements approved by PAJC.
- Formulating policies and proposals for consideration by the Board.
- Such other activities as are calculated to facilitate or which are conducive or incidental to the discharge of its functions.

5.14 In exercising the above powers and duties, PAJC will specifically

- In conjunction with the Board, develop and refine the Shared Vision. This will reflect the diversity of communities in the South West and the need to achieve a proper balance of policing activity.
- In consultation with the Chief Constables, agree objectives, action plans and outcomes for the developments and delivery of any service activity which is to be undertaken on a joint basis.
- Require periodic reports from the Board to enable it to monitor the delivery of those plans, to evaluate outcomes on behalf of the Police Authorities concerned and to recommend action as appropriate.
- Advise the Police Authorities concerned on resourcing requirements of those plans, so that they can take account of resourcing needs when determining annual budget requirements and medium term financial plans.

Role of Members

5.15 The role of PAJC Members is as follows:

- To act as Champion for the committees aims and objectives.
- To attend meetings, to vote and to make a positive contribution to the business.
- To remain briefed about policing matters and, in particular, about strategic policing and collaborative arrangements.
- To keep his/her Police Authority fully informed about the work of PAJC.
- To seek approval from their Police Authority of the South West Annual Business Plan on behalf of PAJC.

Delegation

- 5.16 PAJC may arrange for any of its functions to be discharged by a Sub-committee or by an Officer of one of the Police Authorities, provided that any such arrangements do not include delegation of the matters falling within the scope of paragraph 5.7 above, which shall remain the sole responsibility of PAJC.
- 5.17 PAJC may appoint working groups of Members and Officers to consider specific matters referred and report back.

Meetings

- 5.18 Meetings of PAJC shall be held quarterly or at such other frequency as it may decide.

Annual General Meeting

- 5.19 At the Annual General Meeting of PAJC:
- A Chair and Vice-Chair shall be elected for the year in accordance with whatever protocol PAJC may from time to time adopt.
 - An Executive Officer, Deputy Executive Officer, Legal Advisor and Financial Advisor shall be appointed for the year from among the Officers of the Police Authorities
 - The Senior Responsible Owner and such other positions as PAJC considers necessary shall be filled for the coming year.
 - Standing Orders shall be adopted for the conduct of business for the year and shall be reviewed on an annual basis.
 - The draft South West Annual Business Plan prepared by the Board shall be considered and approved for submission to the Police Authorities.

Attendance at Meetings

- 5.20 The Chief Executive and Treasurer of each of the Police Authorities' shall be entitled to attend meetings of PAJC.
- 5.21 The Chief Constables or their representative and the Senior Responsible Owner shall be entitled to attend meetings of PAJC.

5.22 The Chair may invite any person to attend a meeting of PAJC for the purpose of making a presentation or participating in a discussion on any item relevant to PAJC's functions.

Code of Conduct

5.23 All PAJC members shall observe at all times the provisions of the code of conduct adopted by their own Police Authority under Section 51 of the Local Government Act 2000.

Expenses

5.24 Each Police Authority shall be responsible for meeting any expenses to which any Officers of any Board or PAJC Member appointed to them as their representative is entitled as a result of their attendance at duly authorised meetings.

Liabilities

5.25 Members of PAJC have the same responsibilities and liabilities as those which apply when sitting on other committees and bodies as appointed representative on behalf of their Police Authority. Where contractual arrangements are authorised by PAJC, any liabilities arising under those arrangements will rest with the Police Authorities who are parties to those contractual arrangements. Indemnification for any liabilities, which do arise, is a matter between the Member of PAJC and their Police Authority.

Press and PR

5.26 PAJC shall have power to issue such press releases and carry out further publicity as it deems necessary for the furtherance of the objectives, including the dissemination of information relating to the Functions and workings of the Board, and any action taken or proposed to be taken for the benefit of the residents of the police authority areas and other stakeholders.

Professional Support

5.27 The Executive Officer of PAJC who is appointed at the AGM shall have the following functions:

- Convene meetings.
- Provide, or where necessary make arrangements for the provision of technical, legal and financial advice.

- Bring PAJC's attention to relevant matters.
- Ensure that meetings are convened and conducted in accordance with legal requirements and best practice.
- Manage such officers as PAJC may appoint.
- Provide administrative support to PAJC.

Funding

5.28 The costs incurred by PAJC including the cost of the initial programme team, administrative support, charges incurred for meetings and the costs of salaries of any Officers employed or engaged by PAJC or goods or services commissioned shall be met by the Police Authorities in equal shares. For the avoidance of doubt, this does not include other costs including the costs of the Board or the cost of implementing the South West Annual Business Plan for which other arrangements for sharing the costs shall from time to time be agreed.

Urgent Matters

5.29 This paragraph applies where the best interests of the Board or PAJC require that action should be taken, or a decision made, on a matter which would normally fall to be considered by the Board or PAJC in the exercise of their functions but where such interests would be compromised by the action or decision being deferred until the next meeting. In such cases the Chair of PAJC and the Chair of the Board are authorised jointly to take such action or decision following consultation with the Executive Officer of PAJC, the Legal Adviser and the Financial Adviser.

6. THE BOARD

6.1 The Board shall comprise 17 Members being the Chair and Chief Executive of each of the Police Authorities and their Chief Constable together with the Senior Responsible Owner of the programme and the Authority Treasurer designated as Financial Advisor to PAJC pursuant to Clause 5.19

6.2 Each of the Police Authorities may appoint a Deputy to attend in the absence of their Chair. The Chief Executives, Treasurers and their Chief Constables may each send a representative in their place.

6.3 The functions of the Board will be:

- To provide an administrative structure for the Police Authorities and Chief Constables to discharge their functions so as to achieve the Board's objectives.
- To recommend to the PAJC the appointment of the Senior Responsible Owner.
- To review the Vision and to produce a draft South West Annual Business Plan for the following financial year for consideration by PAJC at its AGM and approval by the Police Authorities.
- To implement the approved South West Annual Business Plan.
- To take decisions relating to collaboration on behalf of Chief Constables or to make recommendations to PAJC as appropriate in accordance with the provisions of Sections 23 & 24 of the Police Act 1996.

6.4 The first Chair of the Board shall be []. The first Vice-Chair shall be the Chair of []. After the first year the Chair and Vice-Chair shall be appointed by the Board. The Chair and Vice-Chair shall both serve for a period of one year and are eligible for re-appointment thereafter.

7. SOUTH WEST ANNUAL BUSINESS PLAN

- 7.1 The South West Annual Business Plan ("The Plan") shall be prepared by the Board.
- 7.2 The Plan shall set out the strategy for achieving the objectives over the next year commencing on 1st April within a 3 year rolling programme. The Plan will specify the activities to be undertaken and arrangements to be entered into in support of the strategy together with a full assessment of the financial, resource, and service, legal and contractual implications.
- 7.3 The draft Plan shall be considered by PAJC, amended as PAJC considers necessary, and then considered by each of the Police Authorities. Once approved by all the Police Authorities', the draft Plan shall become the Approved Plan.
- 7.4 Any of the Police Authorities may approve the draft plan subject to a reservation in respect of any particular matter. Where approval is given subject to such reservation, Members of the Police Authority concerned may not vote on such matters when it is considered by PAJC and any resolution by PAJC on the matter does not bind the Police Authority concerned.

- 7.5 The Board may consider and propose a draft amendment to the Approved Plan, where necessary to accommodate unforeseen circumstances, which have arisen which would assist the Board in achieving the Objectives. Any proposed amendment, which is agreed by PAJC, shall then be submitted to Police Authorities for approval. On being approved by all Police Authorities, the amendment is then incorporated in the Approved Plan.
- 7.6 Having determined the budget allocation within the Approved Plan PAJC recognises that the parties to any collaborative project will agree their own terms as to the structure and implementation of the collaboration arrangements, subject to the general over-view by PAJC.

8. REVIEW AND TERMINATION

- 8.1 This agreement shall be reviewed after a period of 12 months and thereafter at any time at the request of any of the Police Authorities.
- 8.2 Any of the Police Authorities may withdraw from this agreement by giving not less than two years notice expiring at PAJC's Annual General Meeting.
- 8.3 In the event of one or more of the Police Authorities giving such notice the other Police Authorities shall meet as soon as possible to consider whether or not the agreement shall continue and on what terms.
- 8.4 In the event of the other Police Authorities not reaching agreement, this agreement shall terminate at the end of the period of notice referred to in 8.2
- 8.5 In the event of any of the Police Authorities withdrawing from the agreement under 8.2 or the agreement being terminated under 8.4 all parties will remain liable for the full cost of any obligation commitment or liability entered into with their consent up to the date of withdrawal or termination of the agreement.
- 8.6 In the event of the dissolution of this joint arrangement or a general reduction in the work of the joint committee the Police Authorities severally agree to be responsible in equal proportions for any staff employed on behalf of the joint committee who may be displaced as a result thereof. In the event that any of the displaced staff cannot be redeployed by the Police Authorities responsible for employing them under this Clause then each Police Authority shall pay to the Employing Police Authority a sum equivalent to the consequential redundancy costs and any related pension and lump sum costs incurred in respect of those staff on an equal basis.

9. DEFINITIONS

“ACPO”	- The Association of Chief Police Officers
“Alternates”	- Persons appointed by each of the Police Authority to attend in the absence of any of their Members under paragraph 5.3
Approved Plan	The South West Business Plan approved by the Police Authorities and incorporated as a chapter in their Annual Policing Plans.
“The Board”	- A South West Policing Board – see paragraph 6
“Chief Constables”	- The Chief Constables of Wiltshire, Gloucestershire, Dorset, Devon & Cornwall and Avon & Somerset
“Code of conduct”	- The Code of Conduct adopted by individual Police Authorities in accordance with section 51 of the Local Government Act 2000
“Lead Authority”	- One of the Police Authorities with delegated authority to enter contractual arrangements in accordance with paragraph 5.12
“Legal Agreement”	- An agreement between the Police Authorities setting out the basis on which risks and liabilities and financial arrangements are apportioned between them
“Main Aims of PAJC”	- The aims set out in paragraph 4
“Members”	- Members of PAJC appointed by each of the Police Authorities in accordance with paragraph 5
“PAJC”	- The Police Authorities Joint Committee established by the Police Authorities under this Agreement

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| “Police Authorities” | - | The Police Authorities of Wiltshire, Gloucestershire, Dorset, Devon & Cornwall and Avon & Somerset |
| Senior Responsible Owner
“Shared Vision” | - | The officer appointed to the role by the Board as endorsed PAJC
- The shared vision is to make the South West safer and increase public confidence in policing by collaborating, so that individually and collectively the Police Authorities and the forces they maintain become more efficient and effective |
| “South West Annual Business Plan” | - | Plan drafted by the Board in accordance with paragraph 7 for consideration by PAJC at its AGM and for approval by the Police Authorities |
| “Specific objective” | - | The specific objective of PAJC and the Board in paragraph 3 |

10. **ARBITRATION**

10.1 Any unresolved dispute between any or all of the parties to this agreement shall be referred to and determined by a single Arbitrator to be agreed between the parties in dispute or in default of agreement to be nominated by the President for the time being of the Institute of Arbitrators and for the avoidance of doubt it is agreed that the costs of that arbitration shall be met as determined by that Arbitrator and shall not form part of the costs.

The Common Seal of Wiltshire
Police Authority was hereunto affixed
in the presence of

The Common Seal of Gloucestershire

Police Authority was hereunto affixed
in the presence of

The Common Seal of Dorset Police
Authority was hereunto affixed in the
presence of

The Common Seal of Devon &
Cornwall Police Authority was
hereunto affixed in the presence of

The Common Seal of Avon &
Somerset Police Authority was
hereunto affixed in the presence of

Chairs

Chief Constables

Chief Executives

Treasurers

2 Members per Authority

Chief Constables

Chief Executives (of whom 1
Secretary
and 1 Legal Adviser)
Treasurers (of whom 1
Financial Adviser)

