

Devon and Cornwall Police Authority
11 December 2009
Open for the purposes of FOI
Report of the Acting Chief Executive

Agreement for the establishment of a Joint Committee for collaboration in Policing for the South West of England

Recommendation(s):

- (i) That Devon and Cornwall Police Authority becomes a signatory to the Joint Committee Agreement for collaboration in Policing for the South West of England on the terms set out in the attached draft agreement.
- (ii) That delegated authority is granted to the Chief Executive in consultation with the Chairman to sign the Agreement on behalf of Devon and Cornwall Police Authority.
- (iii) That Devon and Cornwall Police Authority is represented on the Joint Committee by the Chairman and Vice Chairman of the Police Authority.
- (iv) That subject to approval of (i) that the Chief Executive make the necessary arrangements for the Police Authority's Constitution to be amended accordingly.

Introduction / Summary

1. This report seeks to update Members on the latest developments regarding the draft Joint Committee collaboration agreement and to put the recommendation of the Chairs' Committee for Devon & Cornwall Police Authority to become formal signatories to the Joint Committee agreement.
2. It may be beneficial first to explain from where the draft agreement originates and why the region is looking to progress such an initiative.

Background

3. In 2005, the then Home Secretary Charles Clarke asked all police forces in England and Wales to develop proposals on how they could work more successfully in tackling serious and organised crime by amalgamating with other forces. This followed a nationwide review by Her Majesty's Inspectorate of Constabulary (HMIC) which found that police forces across the country generally lacked sufficient resilience to cope with some significant operational challenges.
4. The Government eventually shelved their merger plans in mid 2006 and instead called for police forces and authorities to seek other ways in which to collaborate or 'strategically co-operate' to bring about greater efficiency and effectiveness.
5. This provided the impetus for the five police forces and authorities comprising the south west region of England (Avon & Somerset, Devon & Cornwall, Dorset, Gloucestershire and Wiltshire) to meet regularly to explore opportunities by working more closely together and progress joint working arrangements.
6. This is currently facilitated through 'Chiefs and Chairs' meetings, whereby the Chief Constable and Chairman, supported by their Chief Executive, of each force/ authority meet to discuss opportunities.

7. Police Authority Members have been kept updated on the output from these meetings and on collaboration matters generally (Police Authority meetings in April and September and Police Authority Seminars in January and October).
8. It is reasonable to say that earlier this year, the regional collaboration work had lost some momentum. It was agreed that it would be necessary to bring the Chiefs and Chairs together again to redefine the purpose of regional collaboration and set out a clear plan for delivery. This was made all the more urgent given the financial pressures all forces/ authorities would be facing in the very near future.
9. In June this year, the Chairs and Chiefs held a 'visioning day' with the aim of re-focussing the collaborative effort of the five forces and authorities into seeking greater efficiencies and effectiveness for the communities they serve.
10. The 'visioning day' resulted in a number of key outputs. These were:
 - A clear commitment by all five police forces and authorities to bring a renewed vigour to regional collaboration by being more radical and recognising that change was imperative.
 - For this to be demonstrated through the development of a Vision for collaborative working agreed by all five authorities and forces.
 - For a chapter on regional collaboration, common to all forces/ authorities, to be included in the five local policing plans for 2010.
 - For a senior police officer, probably of deputy chief constable rank, to be appointed jointly by the five authorities to work solely as Senior Responsible Owner (SRO) for the regional collaboration programme.
 - To primarily focus on the two areas of corporate services and protective services as those requiring the most urgent need for attention, regionally.
 - Importantly, to help all of the above to work more smoothly, for the region to consider the constitutional aspects of collaborative work by exploring the possibility of establishing a South West Policing Board. This would make recommendations to a Police Authorities' Joint Committee with regional decision-making powers. The proposal would spell a significant change in the decision-making process for the Police Authority by permitting certain important and wide-ranging decisions to be delegated to a number of Members of the Authority on its behalf and in the interest of regional collaboration.
11. There was a general acceptance from Chiefs and Chairs that Members need to be kept informed and make the decisions they need to make in order to discharge their duties in law. However, this had to be discharged whilst not hindering collaboration projects through unnecessary bureaucracy and the need to refer back to five police authorities where the strategic decisions have already been taken.
12. The law states that, as a local authority under the Local Government Act, a police authority cannot currently delegate its legal duties and functions to another police authority (or force). However, authorities can delegate their duties to a statutory joint committee made under sections 101 -102 of the Local Government Act 1972.

Earlier discussions on the principles of a Joint Committee Agreement

13. The work of preparing a Joint Committee Agreement was tasked to the Chief Executive of Wiltshire Police Authority. The first draft of that agreement was considered by the Chairs Committee on 4 September 2009 as within the Police Authority's Constitution, the Chairs'

Committee holds the delegated authority to consider issues relating to regional collaboration.

14. Prior to the Chairs' Committee on 4 September, the Deputy Chief Constable had tasked the Force's Director of Legal Services to review the draft Agreement and give opinion as to whether it conflicts with Devon and Cornwall Constabulary's or Devon and Cornwall Police Authority's own local strategies and, in particular, the Core Delivery Programme. In doing this, the Director of Legal Services had been in consultation with the report's author to clarify certain points.
15. The Director of Legal Services confirmed to the Chairs Committee that the document was largely sound and did not conflict with either the Force's or Authority's interests. However there were specific elements within the draft agreement that required further explanation and clarity.
16. Lengthy discussions took place amongst the Chairs' Committee members, particularly in regard to the principle that the agreement, if it were ratified, would legally devolve decision-making for certain aspects of regional collaboration agreements to two Members on behalf of the Devon and Cornwall Police Authority. Similar discussions took place in relation to other key clauses in the draft Agreement, specifically the possibility to opt-out of certain elements and projects and responsibilities around funding/ costs.
17. After some detailed discussion, it became clear that time did not allow for the Chairs' Committee to debate each element of the agreement clause by clause. Instead, the Chairman proposed that the Treasurer and the Director of Legal Services meet to clarify certain points in the agreement and if necessary undertake further discussions with the agreement's author.
18. The Chair's Committee resolved to accept the Agreement in principle subject to certain issues being further explored with the Chief Executive of Wiltshire Police Authority. It was also agreed that, assuming these further discussions concluded satisfactorily, a short report (not the actual draft Agreement) be presented to the Police Authority on 18 September 2009 recommending that the Authority sign up to the Agreement.
19. The Police Authority was presented with the Chairs' Committee's recommendations on 18 September 2009. These were:
 - i. That the Police Authority agrees in principle to the Joint Committee Agreement subject to some issues being clarified.
 - ii. That subject to the final drafting of the Agreement concluding satisfactorily, that the Authority signs up to the Agreement.
 - iii. That delegated authority is granted to the Chief Executive in consultation with the Chairman to sign the Agreement on behalf of Devon and Cornwall Police Authority.
20. The Police Authority debated the Joint agreement in some detail. There was disappointment from some that the issue had not been referred to the wider membership, and in particular, the Corporate Governance Committee for consideration.
21. In particular, there was some apprehension amongst the membership regarding the implications the agreement would have for the Authority's governance arrangements within the proposal to delegate to two Members, decision-making authority on specific collaborative agreements. There were suggestions at the Police Authority that in all cases

where there was sufficient time to refer the decision to the whole Authority, this should be done. Where it was not possible to consult the Authority, clarity was requested about appropriate mechanisms being put in place to overcome those concerns.

22. Whilst a formal resolution was not passed, the objective and principle of a joint committee for decision making was generally accepted. The Corporate Governance Committee was asked to consider the draft Agreement in terms of its constitutional aspects and make recommendations to the Police Authority meeting in December.
23. Accordingly, at its meeting of 17 November 2009, the Corporate Governance Committee considered the governance aspects of the Agreement. The Committee was presented with a copy of the draft agreement and asked to indicate its satisfaction, or otherwise, with regard to a number of particular aspects. These included:
 - i. The Agreement would establish a South West Policing Board (The Board) and a Police Authorities' Joint Committee (PAJC). Essentially the Board will draft a South West Annual Business Plan which will set out a targeted and specific programme of collaborative work. This will then be submitted to the PAJC for consideration and amendment. It will then be considered by each of the police authorities and once agreed by all five the draft plan will be considered officially approved.

Clauses 5.5 and 7.4 of the Agreement allow an Authority to "opt out" in relation to any particular matter that is going into the Plan. However, in consultations between the Police Authority Treasurer, the Force Director of Legal Services and the Acting Chief Executive it was suggested that there should also be an ability to opt out of any initiative which is included within the Plan when the precise detail of the obligations and liabilities arising as a result of that initiative become apparent. This will likely be when the business cases are submitted prior to entering into the Section 23 Agreement¹. Accordingly it was felt that it was necessary for the exact points at which a party can opt out to be made clear so that a party can opt out at both the stage when the plan is approved and also prior to entering into a Section 23 Agreement.

It is argued by the author that clause 7.2 which has recently been amended to take account of these discussions, provides adequate provision for an assessment for the obligations and liabilities to be understood and that it potentially goes against the spirit of the agreement to add extra clauses which provide additional disengagement options.

In addition, clause 7.5 allows individual police authorities to be consulted on any amendments to the 'approved' Plan prior to that amendment being incorporated.

- ii. The Agreement suggests (at Clause 5.2) that the PAJC membership comprises two representatives from each Authority who will have delegated authority to bind their parent Authorities (clause 5.4) into this programme of work, subject to the 'opt-out' provision.

¹ Section 23 (1) of the Police Act 1996 permits Chief Constables to agree to discharge police functions jointly provided that approval is given by the Police Authorities involved. Section 23 (2) permits Police Authorities to provide premises or equipment for joint working and Section 23 (7) confirms that Police Authorities may themselves engage in joint working.

Earlier drafts of the Agreement suggested that the two members would be the Chairman and Vice Chairman of the Police Authority. However, this version of the Agreement is less prescriptive.

- iii. Clause 5.7 explains how voting arrangements will operate. It is clear from this clause that majority voting will only stand for proposals with a detailed business case, included in the South West Annual Business Plan, and where such proposals have been approved by the relevant full Police Authority without reservation.
24. The Committee Members were satisfied that the 'opt out' arrangements had been clarified and were satisfactory. Members were also satisfied that the agreement allowed each Authority to have a clear understanding of what they were signing up to.
 25. In conclusion, the Corporate Governance Committee unanimously passed resolution CG/256 (ii), namely:

the Committee recommends to the Police Authority that there are no fundamental areas of concern in the Governance arrangements in the draft agreement.

Internal control mechanisms

26. One of the reasons for the Joint Committee proposal is to speed up decision-making for collaborative working arrangements. Whilst it is necessary to build in suitable safeguards, the spirit of the Agreement is to make collaborative working more effective by making the governance arrangements slicker than they have been.
27. It is clear from the Agreement that, whilst delegated authority will be provided to two Members to act on behalf of the Police Authority, each individual police authority will be consulted separately wherever possible.
28. To assist the Police Authority in exercising this role, it may be desirable for a principles framework to be agreed within which the two Members operating with delegated Authority must work. Suggestions for such principles may be:
 - The Authority is mindful of its duty to provide support for policing priorities outside of its own force area. However, the first priority of the Authority will be to policing within the counties of Devon and Cornwall, and the Isles of Scilly.
 - Wherever possible, Devon and Cornwall Police Authority will be fully consulted prior to any decision being taken by the PAJC.
 - That where it is not possible to consult with the full Membership of the Police Authority, the Authority may instigate Urgency procedures to reach a decision, as set out in the Police Authority's Constitution.
 - Any collaboration must bring financial or operational benefits, clearly expressed at the outset either through the direct project itself or because it facilitates other collaborative ventures.
 - That the Police Authority be regularly updated on the work of the Joint Committee and, if necessary, call for reports on its activity.

Further developments

28. Two further significant developments have taken place since the Corporate Governance Committee met on 17 November 2009.

Firstly, at its meeting on 18 November 2009, Avon and Somerset Police Authority declined to sign-up to the Joint Committee agreement. The main reasons given were that Avon and Somerset Police Authority was not convinced that there was a sound business case for such a Committee and its associated costs at this point in time and that it felt such an approach was premature in advance of the expected publication of a White Paper and the General Election next year.

29. Avon and Somerset Police Authority did reaffirm its commitment to regional collaboration and participating in the regional programme wherever there was a justifiable business case.
30. Clearly, Avon and Somerset's decision to withdraw from the Joint Committee agreement has implications for this Authority. With Avon and Somerset's absence from the Agreement, Devon and Cornwall will be by far the largest of the remaining signatories to the Agreement. This may be seen as a disadvantage as it may be perceived that we have less to gain from such an Agreement than the other smaller police authorities in the region.
31. However, the Joint Committee does more than enable the Authority to make decisions in a more timely and effective way, it will also demonstrate to the region, the local community and to Government that this Police Authority is committed to collaborative working for the benefit of the public.
32. Collaboration will also benefit from the resource that the regional collaboration project team can bring to the police authorities and forces engaged in the Joint Committee work. The Authorities not signing up to the Agreement would be excluded from accessing this support and would, in effect, be attempting to engage in collaborative working in isolation. The existence of the collaboration Board with its staff resources will also provide a resource independent of any of those Forces collaborating which is dedicated to driving collaborative initiatives forward. Without such a resource there is a real risk that that same work would fall disproportionately upon Devon and Cornwall being the largest Force participating, Furthermore, Devon and Cornwall is the one (excluding Avon and Somerset) that is most advanced in remodelling itself (e.g. through the Core Delivery Programme, new system procurement, and business change).
33. Finally, developing a governance arrangement for police authorities in the South West region to work within would be the first step of its kind. Currently, with the exception of some shared opportunities for training, collaboration in police authority business in the region is virtually non-existent. The Joint Committee should also provide a catalyst for further joined-up working in other areas of police authority business.
34. The second significant development was that on 20 November 2009, the four police authorities of Devon and Cornwall, Dorset, Gloucestershire and Wiltshire received a response to their request for Counsel's Opinion as to whether it would be lawful for one or more of these authorities to enter into the Southwest One² framework agreement.

² Southwest One is a joint venture between Somerset County Council, Taunton Deane Borough Council, Avon & Somerset Police Authority and IBM to deliver back office and IT services.

35. Counsel's advice stated:

"..... the Southwest One Framework Agreement is not available for use by the Police Authorities"

Effectively this is because the four police authorities were not specified by name in the original OJEU³ (Official Journal of the European Union) notice and were not involved in the creation of the framework.

36. Avon and Somerset Police Authority and their Chief Constable have challenged this opinion claiming that the advice was given without Counsel having access to sufficient background and supporting information.
37. Avon and Somerset's stance here is in turn disputed by Devon and Cornwall and the three other Authorities. However, for the sake of clarity, this Force has sought to confirm with Counsel whether he had access to sufficient supporting and background information in reaching his decision. This answer is expected before Christmas.
38. In the meantime, and until we hear to the contrary, this Authority will continue to heed the advice provided by Counsel that it is not possible for Devon and Cornwall to enter into the Southwest One agreement.

Conclusion

39. The Chairs' Committee recommends that the Police Authority sign up to the Joint Committee Agreement. This recommendation is now made with the support of the Corporate Governance Committee.

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³ The OJEU (Official Journal of the European Union) is the publication in which all contracts from the public sector which are valued above a certain financial threshold according to EU legislation, must be published.

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 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 make the South West safer and increase public confidence in policing". That Shared Vision is supported by a Shared Mission for the Police Authorities and the Chief Constables to be "committed to collaborating closely, both operationally and as organisations, so that individually and collectively our Forces are more effective and efficient, making the South West safer and the public more confident".

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 Shared Mission and embody this as a targeted and specific programme of work in the South West Annual Business Plan.
- 3.2 The key drivers for delivering the above objective are:
- (a) Optimising operational effectiveness through close co-ordination and co-operation without loss of individual identity.
 - (b) Exploring opportunities to use resources individually and collectively in a more efficient, effective and economic way, thereby securing best value.
 - (c) Securing better quality policing outcomes by releasing more resources to the front line and increasing public confidence and satisfaction with the service provided.
 - (d) 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 policing in the South West.

4. MAIN RESPONSIBILITIES OF PAJC

- 4.1 The PAJC is a binding governance mechanism for police collaboration in the south west. The main responsibilities of PAJC are to:
- (a) 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.
 - (b) Maintain a broad regional perspective on police matters.
 - (c) Promote and protect the interests of the Police Authorities and the forces they maintain.
 - (d) Seek to influence the policing agenda at a national level on behalf of Police Authorities and the local communities of the South West.
 - (e) Support Police Authorities and the forces they maintain in securing efficient and effective policing services across the South West.

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 may appoint Alternates (Councillors or Independent Members) to attend in the absence of any of its Members with power to vote.

Legal Status

5.3 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.

5.4 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.

5.5 Where the proposals relate to the provision or receipt of joint services or facilities from some, but not all, of the Police Authorities due to the fact that one or more of those Police Authorities decides not to enter into those arrangements for the provision of joint services or facilities, then those Police Authorities not providing or receiving services or facilities under the proposals shall not have any delegated powers in relation to such matters and shall not vote thereon.

5.6 Where the effect of a particular resolution/decision would be to create or extend 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 voting in favour of the resolution/decision, the matter shall be referred to the Police Authority concerned for its decision. It is also acknowledged that no member of the PAJC can act in a way that is incompatible with their own Authority's Contract Standing Orders or Financial Regulations.

Voting

5.7 Except as set out in 5.5 and 5.6 above or as otherwise required by this agreement, voting shall proceed on a simple majority basis provided that the principle of majority voting applying to

any Police Authority will only apply in relation to proposals which have been included in Appendix 1 - Proposals with a Detailed Business Case - of the relevant South West Annual Business Plan, and where such proposals have been approved by the relevant full Police Authority without any reservation.

- 5.8 For the avoidance of doubt, no officer (including the Chief Constables or their representatives) shall be entitled to vote.

Contractual Arrangements

- 5.9 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.
- 5.10 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,
- 5.10.1 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.
- 5.10.2 Unless otherwise agreed, the Financial Regulations and Standing Orders for Contracts of the Lead Authority will apply to the letting of the contract.
- 5.11 Unless otherwise agreed, the Police Authorities and the forces they maintain agree as follows for dealing with civil claims arising from collaborative working:
- 5.11.1 In the event that officers from one South West force collaborating in joint working 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.
- 5.11.2 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 so as to maximise the utilisation of in-house legal capacity across the region.

- 5.11.3 Unless otherwise agreed, costs arising from the management of any litigation to deal with civil claims against officers involved in joint working by South West forces set up under Section 23 of the Police Act 1996 will be allocated between the forces involved in the joint working on the basis of the cost share agreed for that joint working.

Functions

5.12 The functions of PAJC are:

- (a) To discharge the main responsibilities as set out in clause 4.
- (b) To exercise the powers and duties of a police authority in connection with any current or future action taken by its 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.
- (c) 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 shall 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.
- (d) The holding of the budget for each financial year approved by the Police Authorities from which the cost of the joint programme will be defrayed.
- (e) The appointment of officers to advise and act on its behalf
- (f) The realisation of efficiency savings achieved through the provision of joint services.
- (g) The commissioning of the South West Annual Business Plan for consideration by PAJC at its AGM and then submission for approval by the Police Authorities.
- (h) The management of the implementation of the South West Business Plan after its approval by all Police Authorities.

- (i) The advising, consulting and lobbying of Government, Individuals and Home Office and other appropriate bodies.
- (j) Scrutinising the performance of the Board and holding it to account for delivering the benefits identified through collaboration arrangements approved by PAJC.
- (k) Such other activities as are calculated to facilitate or which are conducive or incidental to the discharge of its functions.

5.13 In exercising the above functions, PAJC will specifically

- (a) 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.
- (b) In consultation with the Chief Constables, agree objectives, action plans and outcomes for the development and delivery of any service activity which is to be undertaken on a joint basis.
- (c) In consultation with the Board, agree a suitable Communication Strategy.
- (d) 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.
- (e) Advise the Police Authorities concerned on resourcing requirements of those plans, in particular through the production and submission of the South West Annual Business Plan, so that they can take account of resourcing needs when determining annual budget requirements and medium term financial plans.
- (f) Ensure that an annual report on the activities, performance and outcomes in respect of the Approved Plan is produced.

Role of Members

5.14 The role of PAJC Members is as follows:

- (a) To act as Champion for the Committee's aims and objectives.
- (b) To attend meetings, to vote and to make a positive contribution to the business.

- (c) To remain briefed about policing matters and, in particular, about strategic policing and collaborative arrangements.
- (d) To keep his/her Police Authority fully informed about the work of PAJC.
- (e) To seek approval from their Police Authority for the South West Annual Business Plan on behalf of PAJC.

Delegation

- 5.15 PAJC may arrange for any of its functions to be discharged on terms it agrees by a Sub-committee or by an Officer of one of the Police Authorities.
- 5.16 PAJC may appoint working groups of Members and Officers to consider specific matters referred and report back.

Meetings

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

ANNUAL GENERAL MEETING

- 5.18 At the Annual General Meeting of PAJC:
 - (a) A Chair and Vice-Chair from different Police Authorities shall be elected for the year in accordance with whatever protocol PAJC may from time to time adopt.
 - (b) An Executive Officer, Legal Advisor and Financial Advisor shall be appointed for the year from among the Officers of the Police Authorities
 - (c) The position of Senior Responsible Owner and such other positions as PAJC considers necessary shall be filled for the coming year.
 - (d) Standing Orders shall be adopted for the conduct of business for the year and shall be reviewed on an annual basis.
 - (e) 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

5.19 The Chief Executive and Treasurer of each of the Police Authorities' shall be entitled to attend meetings of PAJC.

5.20 The Chief Constables or their representative and the Senior Responsible Owner shall be entitled to attend meetings of PAJC.

5.21 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

5.22 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

5.23 Each Police Authority shall be responsible for meeting any expenses to which any Officer or Member is entitled as a result of their attendance at duly authorised meetings pertaining to the operation of this agreement.

Liabilities

5.24 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

5.25 PAJC shall have power to issue such press releases and carry out further publicity as it deems necessary for the furtherance of the objectives, consistent with the agreed Communication Strategy, 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

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

- (a) Convene meetings.
- (b) Provide, or where necessary make arrangements for the provision of technical, legal and financial advice.
- (c) Bring PAJC's attention to relevant matters.
- (d) Ensure that meetings are convened and conducted in accordance with legal requirements and best practice.
- (e) Manage such officers as PAJC may appoint.
- (f) Provide administrative support to PAJC.

Funding

5.27 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

5.28 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 covered by the Approved Plan 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. The Chief Constables, and the Chairs and Chief Executives of the Police Authorities will also be consulted.

5.29 Action or decisions taken under the terms of 5.28 shall be reported to the next scheduled meetings of the Board and PAJC.

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 5.18

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:

- (a) To provide an administrative structure for the Police Authorities and Chief Constables to discharge their functions so as to achieve the Board's objectives.
- (b) To recommend to the PAJC the appointment of the Senior Responsible Owner.
- (c) 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.
- (d) To implement the approved South West Annual Business Plan.
- (e) 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.
- (f) To act as a joint forum for discussing and reaching agreement on matters affecting policing within the South West Region.

6.4 The Joint Chairs of the Board shall be [] and []. After the first year the Chairs shall be appointed by the Board. The Chairs shall 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. The Plan will specify the activities to be undertaken and arrangements to be entered into in support of the strategy. It will contain 2 Appendices:

Appendix 1 - Proposals with a Detailed Business Case - which will include those proposals where a detailed business case has been prepared including budget and financial impact for each Authority, detail of specification, risk allocation and heads of terms of any contractual arrangements

Appendix 2 - Other Proposals to be Developed.

During the relevant year the projects in Appendix 2 of the Plan will continue to be developed and the PAJC may decide to refer any proposal to full Police Authorities for approval in advance of the preparation of the next year's Plan if they consider this would meet the requirements of this Agreement

- 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, where their reservation applies, 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 that 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 one 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

“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 Responsibilities of PAJC”	-	The responsibilities 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
“Police Authorities”	-	The Police Authorities of Wiltshire, Gloucestershire, Dorset, Devon & Cornwall and Avon & Somerset
Senior Responsible Owner		The officer appointed to the role by the Board as endorsed PAJC
“Shared Vision”	-	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

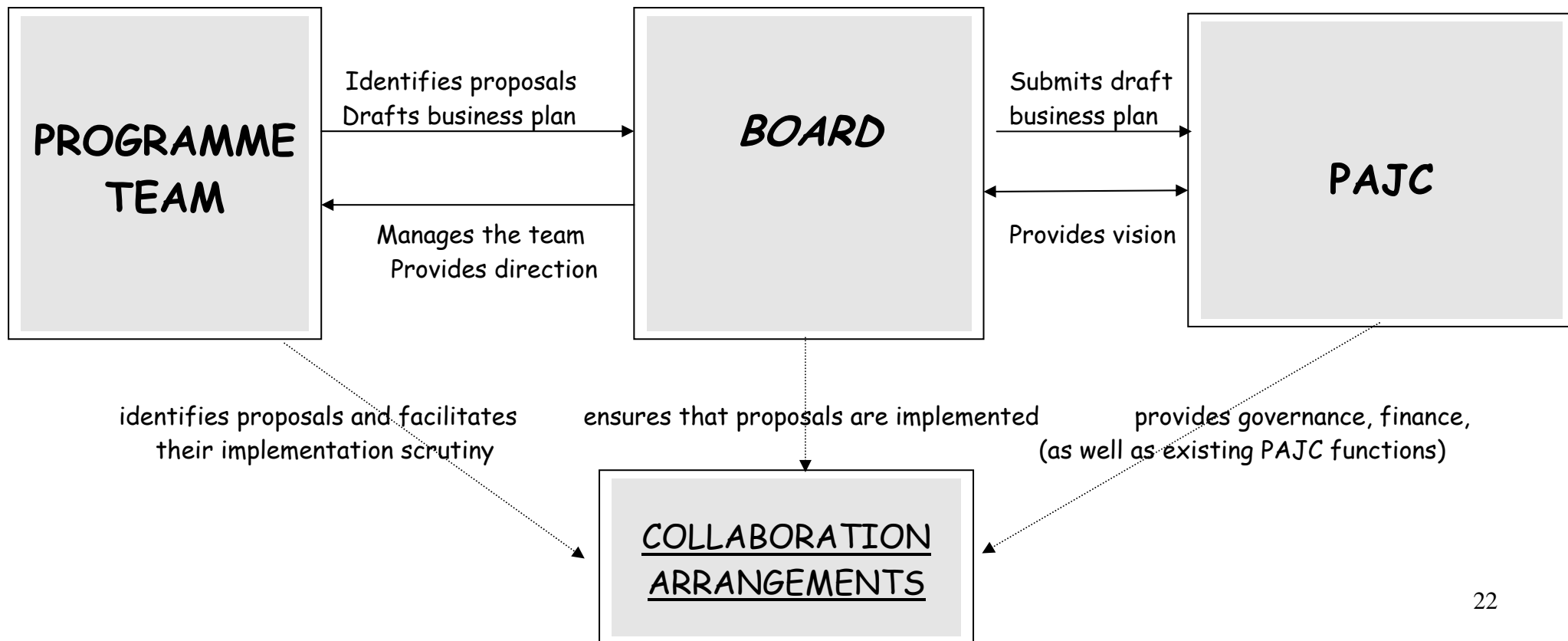
The Common Seal of Dorset Police
Authority was hereunto affixed in the
presence of

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 x 4
Chief Constables x 4
Chief Executives x 4
Treasurers x 4

Members:
2 per Authority
In Attendance:
Chief Constables x 4
Chief Executives x 4 (of
whom 1 Secretary
and 1 Legal Adviser)
Treasurers x 4 (of whom 1
Financial Adviser)



Agenda No. 8