



Cambridgeshire
Police & Crime
Commissioner

To: Business Coordination Board

From: Chief Executive

Date: 25 February 2016

SEVEN FORCE STRATEGIC COLLABORATION AGREEMENT

1. Purpose

1.1 The purpose of this report is to provide the Business Coordination Board (“the Board”) with an update regards to the Police and Crime Commissioners and Chief Constables for the seven police areas in the Eastern Region (Bedfordshire, Cambridgeshire, Hertfordshire, Norfolk, Suffolk, and Essex) and Kent (“the Parties”) who have agreed to work together upon a programme of collaboration to be known as the Seven Force Strategic Collaboration Programme (the “Programme”).

2. Recommendation

2.1 The Board is recommended to approve the Collaboration Agreement under section 22A of the Police Act 1996 (as amended) in respect of the creation of a Seven Force Strategic Collaboration Programme as at Appendix A.

2.2 The Commissioner is asked to sign a Decision Notice to approve the Collaboration Agreement under section 22A of the Police Act 1996 (as amended).

3. Seven Force Strategic Collaboration

3.1 The Parties agree to establish a Programme to progress consideration of joint working amongst them in Areas for Potential Collaboration to help address the efficiency of service delivery and whilst maintaining or improving the effectiveness of such service delivery to the communities of the seven police areas of the Parties.

3.2 The Programme will be known as the Seven Force Strategic Collaboration Programme.

3.3 The Programme will develop business cases with proposals to collaborate in the Areas for Potential Collaboration subject to any limitations set by the Parties.

- 3.4 Progression of collaboration within the scope of specific business cases will as appropriate require further collaboration agreements between the participating Parties in such collaborations.

Governance Strategic - Eastern Region Alliance Summit

- 3.5 The Parties have established a forum called the Eastern Region Alliance Summit. The Terms of Reference for the Eastern Region Alliance Summit are set out in Schedule A. The Eastern Region Alliance Summit will take overall responsibility for the programme.
- 3.6 Whilst the Eastern Region Alliance Summit is not a public decision-making body it may make 'in principle' decisions and recommendations and wherein each of the Parties retain their individual executive sovereignty as corporation soles.
- 3.7 Where 'in principle' decisions or recommendations are made in respect of the Programme it is expected that each of the Parties will then proceed to make executive decisions within their own Schemes of Governance and Consent or governance arrangements as appropriate to give effect to the 'in principle' decisions and recommendations. Accordingly where any 'in principle' decision or recommendation is made in respect of the Programme by the Eastern Region Alliance Summit and which has the potential, if executed, to have a material impact upon any one of the Parties, such 'in principle' decisions or recommendations may only be made with the consent of the Party or Parties concerned.
- 3.8 Each Party is expected to be represented at all meetings of the Eastern Region Alliance Summit (where the Programme is being considered) in order to be able to commit such Party in relation to relevant business items on each agenda for meetings of the Eastern Region Alliance Summit. This requires all business where 'in principle' decisions or recommendations are required, to be advised to all Parties in writing in good time before each meeting and in any event with no less than two clear working days' notice.
- 3.9 Should an 'in principle' decision or recommendation be required outside the established programme of meetings of the Eastern Region Alliance Summit then such decision or recommendation may be made with the written agreement of all the Parties, and where written agreement includes a letter, memo or email executed by the Party or their duly authorised representative.
- 3.10 The Eastern Region Alliance Summit will make 'in principle' decisions and recommendations with a view to:
- Performing the strategic decision-making role and directing with regard to the progression of the Programme;
 - Determining any issue of a financial nature relating to the overall Programme and any of its constituent projects;
 - Setting the financial parameters within which the Programme and the constituent projects will proceed;
 - Considering business cases for each project and setting the parameters within which the projects will proceed;
 - Determining issues of principle to be applied in relation to the Programme.

Seven Force Strategic Collaboration Oversight Group

- 3.11 The Parties have established the Seven Force Strategic Collaboration Oversight Group, hereinafter referred to as “the Oversight Group”. The Terms of Reference and business arrangements for the Oversight Group are set out in Schedule B. The Oversight Group will provide advice, support and oversight to the Senior Responsible Officer for the Programme and will make recommendations to the Eastern Region Alliance Summit.

4. The Programme

- 4.1 The Parties have agreed to appoint a Senior Responsible Owner (hereinafter referred to as ‘the SRO’) who is the person ultimately accountable for the success of the Programme. The SRO will provide day-to-day direction and leadership for the delivery and implementation of the Programme.
- 4.2 The SRO will manage a Programme Team to assist in the delivery of the Programme which will be established in accordance within the parameters set by the Eastern Region Alliance Summit.
- 4.3 The Chief Constables who are Parties to this Agreement will appoint a lead Chief Constable for the Programme to provide day-to-day guidance and support to the SRO and the Programme Team on behalf of the Chief Constables.

5. Finance

- 5.1 In signing this agreement the parties have agreed that the budget for the Programme will be £1.2 million per annum plus £150,000 per annum for any external consultancy that may be required. Any variance to this budget must be agreed as detailed in the Agreement.
- 5.2 Costs associated with the Programme in relation to the SRO, the Programme Team, their on-costs, non-pay expenditure relating to the SRO and the Programme Team (with the exception of minor incidental expenditure regarding travel costs and subsistence), professional and consultancy fees will be apportioned between the seven police areas and paid by the Parties upon the basis of the Net Revenue Expenditure (hereinafter referred to as “NRE”) of each Force within the Programme in any given year and calculated to one decimal place.
- 5.3 The seven police areas may contribute officer/staff resource or a financial sum to the costs associated with the Programme.

6. Length of Agreement

- 6.1 This Agreement shall come into force on 22 October 2015 and shall continue until 31 March 2017 with a review of the Agreement at 21 October 2016.
- 6.2 This Agreement will terminate on 31 March 2017 unless renewed in writing by all the Parties.
- 6.3 The Parties are by executing this agreement committed to the Programme and their obligations under this Agreement for the duration of the Agreement.

7. Indemnity

- 7.1 Each Party shall indemnify and keep indemnified the other Parties against all losses, claims, damages, costs, charges, uninsured liabilities, demands or proceedings incurred or brought as a result of their negligence, negligence of its officers and/or staff or breach of their obligations under this Agreement.
- 7.2 Each Party will remain liable in accordance with the law for the acts and omissions of its own officers and staff who form part of the Programme Team.

8. Freedom of Information

- 8.1 Freedom of information requests relating to the conduct of the Programme Team will be dealt with by the recipient Party who will be responsible for co-ordinating the response with the SRO, agreeing the disclosure with the other relevant Parties and replying to the request.

9. Data Protection Act 1998

- 9.1 Each Party will be responsible for ensuring compliance with the Data Protection Act 1998 with regard to the processing of data. This includes the provision and sharing of data for use by the Programme Team and for data which is created by the Programme Team.

10. Information Management

- 10.1 Information created by work related to the Programme will be shared equally by the Parties and will be retained in accordance with each Party's information management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of MOPI.
- 10.2 For the purposes of the Data Protection Act 1998 each Party remains the data controller for any personal information recorded on the information systems (electronic and paper) under their control, i.e. within the relevant Party's electronic network or in structured and unstructured filing systems operated and stored on the relevant Party's premises.
- 10.3 The activities of staff from any Party, in respect of access to and use of any information owned by the Parties, will be governed by the policies of the employing Party.

11. Intellectual Property Rights

- 11.1 Intellectual property rights in any designs, works, written material etc. created as part of the working relating to the Programme will vest in the Parties jointly. In the conclusion of this agreement, the rights will remain joint unless and until agreed by the Parties in writing.

12. Assets

- 12.1 Limited assets are anticipated as a consequence of this Programme. However legal title to these assets will remain with the providing Party.

13. Staff and Establishment

- 13.1 The staff and police officers who work within the Programme Team (and including the SRO) shall continue as employees and officers of their employing Party irrespective of their place of work. Their pay, welfare, pension, terms and conditions and all other respective employment and service matters shall remain the responsibility of their employing Party.
- 13.2 Whilst Chief Constables will retain legal direction and control and thus liability for their respective officers and staff working within the Programme Team, staff and police officers within the Programme Team shall receive day-to-day direction from the SRO, who will in turn enjoy direction from the Lead Chief Constable in relation to the Programme on behalf of the seven Chief Constables who are parties to this Agreement.
- 13.3 All complaints, grievances and conduct issues raised by or against the SRO or officers or staff working within the Programme Team will be handled and dealt with by their employing Chief Constable.

14. Health and Safety

- 14.1 The Parties are liable at law for the health and safety of their staff and employees.
- 14.2 Each Chief Constable who is a Party to this Agreement will be responsible for ensuring the health and safety of their officers and staff working in the Programme Team.
- 14.3 The SRO will be responsible for ensuring that all appropriate risk assessments for the Programme Team have been carried out, are up to date and are complied with.

15 Procurement

- 15.1 The SRO will apply the procurement policies and arrangements in place within their employing Party or as otherwise directed pursuant to clause 3.2 above and will ensure the policies are followed by officers and staff within the Programme Team.

16. Recommendation

- 16.1 The Board is recommended to approve the Collaboration Agreement under section 22A of the Police Act 1996 (as amended) in respect of the creation of a Seven Force Strategic Collaboration Programme as at Appendix A.

BIBLIOGRAPHY

Source Document	
Contact Officers	Dorothy Gregson, Chief Executive, Office of the Police and Crime Commission

COLLABORATION AGREEMENT
In relation to the Seven Force
Strategic Collaboration Programme

WHEREAS:

- (i) The Parties to this agreement have agreed to work together to maximise the efficiency of identified Areas for Potential Collaboration in order to protect front line operational resource and optimise the delivery of each county's Police and Crime Plan.

- (ii) In order to pursue the above objective the Parties have agreed to enter into a collaboration agreement pursuant to section 22A of the Police Act 1996.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context requires otherwise, the following expressions shall have the meanings respectively ascribed to them:

“Lead Chief Constable” has the meaning set out in clause 4.3 below;

“Parties” means the Police and Crime Commissioners and Chief Constables of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk, and the term “Party” shall mean any one of them;

“Programme” means the Seven Force Strategic Collaboration Programme as described at clause 2 below;

“Senior Responsible Owner or SRO” means the person accountable for the success of the Programme and as described in clause 4 below;

“Areas for Potential Collaboration” means the four areas identified as suitable for collaboration under the terms of this agreement and which comprise, criminal justice and custody, shared business support services, Athena-related functions (such as crime investigation and intelligence) and operational policing elements which are suited to a multi-force delivery model.

2. PURPOSE

- 2.1 The Parties agree to establish a Programme to progress consideration of joint working amongst them in Areas for Potential Collaboration to help address the efficiency of service delivery and whilst maintaining or improving the effectiveness of such service delivery to the communities of the seven police areas of the Parties.
- 2.2 The Programme will be known as the Seven Force Strategic Collaboration Programme.
- 2.3 The Programme will develop business cases with proposals to collaborate in the Areas for Potential Collaboration subject to any limitations set by the Parties.
- 2.4 Progression of collaboration within the scope of specific business cases will as appropriate require further collaboration agreements between the participating Parties in such collaborations.

3. GOVERNANCE – STRATEGIC

Eastern Region Alliance Summit

- 3.1 The Parties have established a forum called the Eastern Region Alliance Summit. The Terms of Reference for the Eastern Region Alliance Summit are set out in Schedule A. The Eastern Region Alliance Summit will take overall responsibility for the Programme.
- 3.2 Whilst the Eastern Region Alliance Summit is not a public decision-making body it may make 'in principle' decisions and recommendations and wherein each of the Parties retain their individual executive sovereignty as corporation soles.
- 3.3 Where 'in principle' decisions or recommendations are made in respect of the Programme it is expected that each of the Parties will then proceed to make executive decisions within their own Schemes of Governance and Consent or governance arrangements as appropriate to give effect to the 'in principle' decisions and recommendations. Accordingly where any 'in principle' decision or recommendation is made in respect of the Programme by the Eastern Region Alliance Summit and which has the potential, if executed, to have a material impact upon any one of the Parties, such 'in principle' decisions or recommendations may only be made with the consent of the Party or Parties concerned.
- 3.4 Each Party is expected to be represented at all meetings of the Eastern Region Alliance Summit (where the Programme is being considered) in order to be able to commit such Party in relation to relevant business items on each agenda for meetings of the Eastern Region Alliance Summit. This requires all business where 'in principle' decisions or

recommendations are required, to be advised to all Parties in writing in good time before each meeting and in any event with no less than two clear working days' notice.

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- 3.6 The Eastern Region Alliance Summit will make 'in principle' decisions and recommendations with a view to:
- 3.6.1 performing the strategic decision-making role and directing with regard to the progression of the Programme;
 - 3.6.2 determining any issue of a financial nature relating to the overall Programme and any of its constituent projects;
 - 3.6.3 setting the financial parameters within which the Programme and the constituent projects will proceed;
 - 3.6.4 considering business cases for each project and setting the parameters within which the projects will proceed;
 - 3.6.5 determining issues of principle to be applied in relation to the Programme.

Seven Force Strategic Collaboration Oversight Group

- 3.7 The Parties have established the Seven Force Strategic Collaboration Oversight Group, hereinafter referred to as "the Oversight Group". The Terms of Reference and business arrangements for the Oversight Group are set out in Schedule B. The Oversight Group will provide advice, support and oversight to the Senior Responsible Officer for the Programme and will make recommendations to the Eastern Region Alliance Summit.

4 THE PROGRAMME

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- 4.2 The SRO will manage a Programme Team to assist in the delivery of the Programme which will be established in accordance within the parameters set by the Eastern Region Alliance Summit.

- 4.3 The Chief Constables who are Parties to this Agreement will appoint a lead Chief Constable for the Programme to provide day-to-day guidance and support to the SRO and the Programme Team on behalf of the Chief Constables.
5. FINANCE
- 5.1 The parties have agreed that the budget for the Programme will be £1.2 million per annum plus £150,000 per annum for any external consultancy that may be required. Any variance to this budget must be agreed pursuant to clause 3.6.3 above.
- 5.2 Costs associated with the Programme in relation to the SRO, the Programme Team, their on-costs, non-pay expenditure relating to the SRO and the Programme Team (with the exception of minor incidental expenditure regarding travel costs and subsistence), professional and consultancy fees will be apportioned between the seven police areas and paid by the Parties upon the basis of the Net Revenue Expenditure (hereinafter referred to as "NRE") of each Force within the Programme in any given year and calculated to one decimal place.
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- 7.2 Each Party will remain liable in accordance with the law for the acts and omissions of its own officers and staff who form part of the Programme Team.
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- 9.1 Each Party will be responsible for ensuring compliance with the Data Protection Act 1998 with regard to the processing of data. This includes the provision and sharing of data for use by the Programme Team and for data which is created by the Programme Team.
10. INFORMATION MANAGEMENT
- 10.1 Information created by work related to the Programme will be shared equally by the Parties and will be retained in accordance with each Party's information management policies, which have been assessed to ensure broad compatibility and which will show due regard to the principles of MOPI.
- 10.2 For the purposes of the Data Protection Act 1998 each Party remains the data controller for any personal information recorded on the information systems (electronic and paper) under their control, i.e. within the relevant Party's electronic network or in structured and unstructured filing systems operated and stored on the relevant Party's premises.
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12. ASSETS

- 12.1 Limited assets are anticipated as a consequence of this Programme. However legal title to these assets will remain with the providing Party.

13. STAFF AND ESTABLISHMENT

- 13.1 The staff and police officers who work within the Programme Team (and including the SRO) shall continue as employees and officers of their employing Party irrespective of their place of work. Their pay, welfare, pension, terms and conditions and all other respective employment and service matters shall remain the responsibility of their employing Party.

- 13.2 Whilst Chief Constables will retain legal direction and control and thus liability for their respective officers and staff working within the Programme Team, staff and police officers within the Programme Team shall receive day-to-day direction from the SRO, who will in turn enjoy direction from the Lead Chief Constable in relation to the Programme on behalf of the seven Chief Constables who are parties to this Agreement.

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- 14.1 The Parties are liable at law for the health and safety of their staff and employees.

- 14.2 Each Chief Constable who is a Party to this Agreement will be responsible for ensuring the health and safety of their officers and staff working in the Programme Team.

- 14.3 The SRO will be responsible for ensuring that all appropriate risk assessments for the Programme Team have been carried out, are up to date and are complied with.

15. PROCUREMENT

- 15.1 The SRO will apply the procurement policies and arrangements in place within their employing Party or as otherwise directed pursuant to clause 3.6 above and will ensure the policies are followed by officers and staff within the Programme Team.

Schedule A

Terms of Reference – Eastern Region Alliance Summit

1. PRINCIPLES
 - 1.1 The Meeting [Board] shall be a private business meeting and not a public decision making board. Appropriate minutes will be made.
 - 1.2 The Meeting shall provide PCCs and Chief Constables (the Members) with a forum to discuss and shape new initiatives and discharge their statutory duties.
 - 1.3 The principle of local accountability shall be maintained. Decisions may be made by the Meeting [Board] 'in principle' and recommendations may be made but each PCC and Chief Constable shall retain their executive sovereignty as corporation soles.
2. ROLE OF THE MEETING
 - 2.1 Assist the Members in meeting their statutory obligations, to include keeping collaboration opportunities under review and ensuring collaboration takes place where it is in the interests of the efficiency or effectiveness of their own and other police force areas.
 - 2.2 Hold the Lead Force Chief Constables and Lead PCCs to account for the operational delivery of the collaborative functions for which they are responsible.
 - 2.3 Consider plans for the delivery of all functions through collaboration and where appropriate ensure they are implemented effectively.
 - 2.4 Discharge the functions assigned to it by relevant collaboration agreements agreed by the Members.
 - 2.5 Perform an oversight function (to include accountability, finance and performance) on behalf of Members in respect of ongoing collaborative functions and collaboration projects. The Members participating in this oversight will be defined within the relevant collaboration agreement.
 - 2.6 Consider regional police and crime issues, share best practice, exchange ideas and facilitate closer working between Members.
 - 2.7 When required to do so:
 - consider proposals for any significant expenditure, overspends or disposal of any significant assets in relation to collaborative functions;
 - resolving any high level strategic service delivery issues or disputes which cannot be resolved through line management arrangements.

- 2.8 Receive a 6 monthly report on the performance of all regional collaborative functions, including financial and operational performance, in accordance with the terms of the objectives of the relevant collaboration agreement.
3. MEMBERSHIP
- 3.1 The Meeting [Board] shall comprise Commissioners and the Chief Constable (or their representatives) of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk.
- 3.2 The Chair shall be rotated at each meeting in a full rotational sequence by Commissioners.
- 3.3 A nominated OPCC will have responsibility for all necessary administration in relation to the Meeting [Board].
4. PROCEEDINGS AND MEETINGS
- 4.1 The aim is for Meetings to take place quarterly although they can be held as and when it is felt appropriate by the Members.
- 4.2 The Meeting does not have a formal decision making function and therefore detail concerning voting and quorum is unnecessary. Where a collaboration agreement requires the Meeting [Board] to make a decision it shall do so only in principle and refer the decision to individual Members to make a formal decision at a local level.
- 4.3 The Meeting shall be held in private unless determined otherwise by all the Members.

Schedule B

Terms of Reference –Seven Force Strategic Collaboration Oversight Group

1. PRINCIPLES
 - 1.1 The Meeting [Group] shall be a private business meeting and not a public decision making board. Action notes will be made.
 - 1.2 The Meeting shall provide PCCs, Chief Executives and Chief Constables (the Members) with a forum to give dynamic advice, support and oversight to the SRO for the Eastern Region Collaboration Programme between the formal Eastern Region Alliance Summit meetings.
 - 1.3 The Meeting will make recommendations to the Eastern Region Alliance Summit meetings.
2. ROLE OF THE MEETING [GROUP]
 - 2.1 The Group will provide advice, guidance and oversight to the SRO. This will include comment on the effectiveness of work undertaken to assess the strategic fit of the Programme; oversight to ensure that the Programme is supported by key stakeholders; assessing the Programme's potential to succeed against agreed objectives.
 - 2.2 Assist with the development of any Police Innovation Fund bids for the Eastern Region.
 - 2.4 Lead the appointment of independent consultancy support
 - 2.3 Ensure appropriate ongoing programme management is in place including ensuring that:
 - Outcomes and objectives for the programme (and the way they fit together) contribute to the overall strategies of the organisations involved;
 - Arrangements for leading, managing and monitoring the proposed programme as a whole are robust and the links to individual parts of it;
 - Arrangements for identifying and managing the main programme risks (and the individual project risks) are robust;
 - Ensuring the right levels of resource are in place to deliver on the programme;
 - Arrangements for Gateway Review and ensuring that it is sufficiently independent.
 - 2.4 Lead the appointment of independent consultancy support.
 - 2.5 Make recommendations to the Eastern Region Alliance Summit.

3. MEMBERSHIP
 - 3.1 The Meeting [Board] shall comprise Commissioners and the Chief Constable (or their representatives) of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk.
 - 3.2 The Chair shall be a Commissioner and identified from within the group.
 - 3.3 A nominated OPCC will have responsibility for all necessary administration in relation to the Meeting [Board].
4. PROCEEDINGS AND MEETINGS
 - 4.1 The aim is for Meetings to take place fortnightly by teleconference, although they can be held as and when it is felt appropriate by the Members.
 - 4.2 The Meeting does not have a formal decision making function and therefore detail concerning voting and quorum is unnecessary.