

**Collaboration Agreement Pursuant to Sections 22A to
22C, 23, and 23A to 23I of the Police Act 1996 (as
amended by the Policing and Crime Act 2009 and the
Police Reform and Social Responsibility Act 2011)**

relating to the

**Special Branch Four Police Service Collaboration in
the South West Region**

**Police and Crime Commissioner for Avon and
Somerset**

- and -

**Police and Crime Commissioner for Devon and
Cornwall**

- and -

Police and Crime Commissioner for Dorset

- and -

Police and Crime Commissioner for Wiltshire

- and -

Chief Constable of Avon and Somerset Constabulary

-and-

Chief Constable of Devon and Cornwall Constabulary

- and –

Chief Constable of Dorset Police

- and –

Chief Constable of Wiltshire Police

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THIS AGREEMENT is made on 14th October 2013

BETWEEN

1. Police and Crime Commissioner for Avon and Somerset
2. Police and Crime Commissioner for Devon and Cornwall
3. Police and Crime Commissioner for Dorset
4. Police and Crime Commissioner for Wiltshire
5. Chief Constable of Avon and Somerset Constabulary
6. Chief Constable of Devon and Cornwall Constabulary
7. Chief Constable of Dorset Police
8. Chief Constable of Wiltshire Police

IT IS AGREED

1. INTRODUCTION AND LEGAL CONTEXT

- 1.1 The Chief Constables have identified significant operational and business benefits in terms of increased capacity, capability and resilience in establishing the SB to discharge the functions the subject of the Service in the geographical areas for which they are responsible for policing.
- 1.2 The Commissioners have resolved to establish the SB comprising officers and staff from the police forces they maintain.
- 1.3 This Agreement is made between the Parties pursuant to Sections 22A to 22C, 23, and 23A to 23I of the Act.
- 1.4 For the purposes of Section 23(5) of the Act, the Chief Constables have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of their respective forces.
- 1.5 For the purposes of Section 23A(5) of the Act, the Commissioners have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of the Commissioners and the forces they maintain.
- 1.6 For the purposes of Section 22A of the Act this Agreement contains a force collaboration provision and a policing body and force collaboration provision.
- 1.7 PCCAS, PCCW, CCAS, and CCWP agree that the collaboration agreement dated 5 January 2011 made under the Act between Avon and Somerset Police Authority, Wiltshire Police Authority, CCAS, and CCWP shall cease and determine on completion of this Agreement but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.
- 1.8 Without prejudice to this Agreement the Police Authorities of Avon and Somerset, Devon and Cornwall, Dorset, Gloucestershire, and Wiltshire and the Chief Constables of Avon and Somerset, Devon and Cornwall, Dorset, Gloucestershire, and Wiltshire entered into a collaboration agreement dated 20 October 2010 which facilitates the use of powers under the Regulation of Investigatory Powers Act 2000 and Police Act 1997 in connection with operational collaborative activities including the Service.

2. DEFINITIONS

2.1 In this Agreement, unless the context otherwise requires:

"Act"	means the Police Act 1996 (as amended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011);
"Agreement"	means this agreement and the appendices to it
"Business Case"	means the Special Branch Four Force Collaboration Project Full Business Case dated 19 September 2013;
"CCAS"	means the Chief Constable of Avon and Somerset Constabulary ;
"CCDC"	means the Chief Constable of Devon and Cornwall Constabulary;
"CCDP"	means the Chief Constable of Dorset Police
"CCWP"	means the Chief Constable of Wiltshire Police
"Chief Constables"	means CCAS, CCDC, CCDP, and CCWP and "Chief Constable" will be construed accordingly;
"Commissioners"	means PCCAS, PCCDC, PCCD, and PCCW and "Commissioner" will be construed accordingly;
"Commissioning Board"	means the Commissioning Board more particularly described in clause 4 of this Agreement;
"Home Force"	means the Chief Constable of the force of which a police officer is a member or who employs a police staff member, or the Commissioner who employs a police staff member, as the case may be;
"ICT"	means information and communications technology;
"Lead Officer"	means the lead officer for the SB appointed in accordance with clause 5 of this Agreement;
"Management Board"	means the Management Board more particularly described in clause 4 of this Agreement;
"Parties"	means PCCAS, PCCDC, PCCD, PCCW, CCAS, CCDC, CCDP, and CCWP and "Party" shall be construed accordingly;
"PCCAS"	means the Police and Crime Commissioner for Avon and Somerset
"PCCDC"	means the Police and Crime Commissioner for Devon and Cornwall
"PCCD"	means the Police and Crime Commissioner for Dorset
"PCCW"	means the Police and Crime Commissioner for Wiltshire
"Relevant Contributions"	means the respective proportions and financial contributions from each Party as set out in clause 3.5 subject to any review

	carried out under clauses 3.6 and / or 16.2 of this Agreement .
"Service"	means the Special Branch police services to be provided through SB set out in Appendix A to this Agreement.
"SB"	means the Special Branch collaboration established by the Parties;
"SB Budget"	means the funding for the SB to be provided by the Parties;
"Year"	means each year commencing [] so that the first Year commences on [] and ends on [] and the second Year commences on [] and so on ;

2.2 In this Agreement, unless otherwise specified:

- (a) the headings are for convenience only and shall not affect its interpretation;
- (b) references to a clause, appendix or paragraph are to a clause, appendix or paragraph in this Agreement;
- (c) any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- (d) any reference to any statute shall include references to the same as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or subordinate legislation made under it (or under such an amendment, consolidation or re-enactment);
- (e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
- (f) the words "in writing" and "written" mean "in documented form" whether electronic or hard copy, unless otherwise stated;
- (g) reference to the plural shall include the singular and *vice versa*, and reference to one gender includes reference to all genders;
- (h) any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, permitted assigns and transferees;
- (i) words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;
- (j) any reference to a notice, consent, approval, agreement and/or permission being required under this Agreement shall, unless expressed to the contrary in this Agreement, be given in writing;
- (k) all agreements on the part of any party comprising more than one person or entity shall be joint and several and throughout this agreement the neuter singular gender shall include all genders and the plural.

3. SCOPE AND PURPOSE OF AGREEMENT

- 3.1 This Agreement legislates for the establishment of the SB and the provision of the Service through the SB in the geographical areas where the responsibility for policing lies with the Parties.
- 3.2 The Appendices to this Agreement will have effect.
- 3.3 This Agreement will be deemed to have effect from the date of this Agreement .
- 3.4 This Agreement and the basis for the SB will be a joint services agreement.
- 3.5 The Parties agree that the Relevant Contributions (based on combined force funded and counter terrorism grant funded posts as set out in the Business Case) will be as follows:

Avon and Somerset	34.5%
Devon and Cornwall	25.8%
Dorset	28.8%
Wiltshire	10.9%

- 3.6 In the event central government grant funding is reduced or withdrawn for any aspect of the Service the Relevant Contributions will be reviewed.

4. GOVERNANCE AND MANAGEMENT

Commissioning Board

- 4.1 The Commissioners shall establish the Commissioning Board which will provide governance strategic oversight and scrutiny of the SB.
- 4.2 The Commissioners or their nominated representatives will be the membership of the Commissioning Board. The Chief Constables or their nominated representatives will be invited to attend meetings of the Commissioning Board.
- 4.3 The Chair of the Commissioning Board will be held by each of the Commissioners or their nominated representatives as applicable by rotation on an annual basis.
- 4.4 The Commissioning Board will meet at least every 6 months.
- 4.5 The terms of reference of the Commissioning Board will include the terms set out in Appendix B to this Agreement.

Management Board

- 4.6 The Chief Constables shall establish the Management Board the terms of reference of which will include the matters set out in Appendix C.
- 4.7 The Chief Constables or their nominated representatives will be the membership of the Management Board. The Commissioners or their nominated representatives will be invited to attend meetings of the Management Board.
- 4.8 The Chair of the Management Board will be agreed by the Chief Constables.
- 4.9 The Management Board will meet every 3 months.

5. LEAD OFFICER

- 5.1 The Commissioning Board will approve the nomination of the Chief Constables for the Lead Officer (who must be the best qualified officer for the role from the participating police services identified through a fair and transparent process).
- 5.2 The Lead Officer will be responsible for the following elements of SB:
- a) Implementing the strategy set by the Commissioning Board without prejudicing the operational independence of the Chief Constables.
 - b) Tasking, ensuring that all Chief Constables have access to the Service on a 24/7 basis.
 - c) Ensuring that all officers and staff deployed into SB receive consistent training appropriate to their specialism.
 - d) Promoting so far as reasonably practicable the application of common systems and processes by all police services involved in SB.

6. LENGTH OF AGREEMENT

This Agreement and the rights and obligations of the Parties to this Agreement shall take effect on the date of this Agreement and shall continue in full force and effect until terminated in accordance with Clause 9.

7. MONITORING AND REVIEW OF THE SB AND THIS AGREEMENT

- 7.1 This Agreement and the SB shall be reviewed by the Parties in accordance with this Clause 7 using the information in Appendix F.
- 7.2 There shall be an ongoing review and assessment by the Commissioning Board of this Agreement and the SB to ensure that it is continuing to meet the Parties' operational, commercial and financial objectives.
- 7.3 At the end of each financial year the SB will be reviewed by the Commissioners and the Chief Constables such review to include an assessment of:
- (a) the performance of the SB, including an analysis of the costs, benefits and risks of the collaboration both in the region and each relevant force area; and
 - (b) progress against the key objectives identified in the Business Case

8. VARIATION OF AGREEMENT

8.1 Variation

This Agreement may only be varied with the unanimous consent of all the Parties.

8.2 Invitation To Other Police and Crime Commissioners and Chief Constables

With the prior written consent of the Parties, additional police and crime commissioners and chief constables in the United Kingdom may be invited to join the SB and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect which incorporates and (where appropriate to accommodate

other police and crime commissioners and chief constables joining the Agreement) varies the terms of this Agreement.

9. TERMINATION AND WITHDRAWAL

- 9.1 This Agreement may be terminated with the unanimous consent of all the Parties.
- 9.2 Subject to clause 9.1 the Agreement will be terminated in accordance with the provisions of the Act
- 9.3 Any Party may withdraw from this Agreement by giving not less than twelve (12) months written notice of its intention to the other Parties.
- 9.4 In the event that clause 9.3 has effect:
- 9.4.1 the Commissioning Board will revise the Relevant Contributions amongst the remaining Parties; and
- 9.4.2 the outgoing Party will be entitled either to retain a proportion of the assets acquired for use by the SB calculated on the basis of its Relevant Contribution or an equivalent payment approved by the Commissioning Board

10. CONSEQUENCES OF THE DISSOLUTION OF THE AGREEMENT

On termination of this Agreement for whatever reason:

10.1 *Facilities, Assets, Accommodation, Equipment (including ICT)*

Each Party to the Agreement on its date of termination will be entitled to a share of the assets (or their value) purchased for the SB calculated in accordance with the Relevant Contributions.

10.2 *Police Officers and Police Staff*

The police officers and police staff deployed into the SB shall return to their Home Force and direction and control (and all associated liability) shall lie with the Commissioner or Chief Constable of their Home Force as the case may be.

10.3 *General duty to act in good faith*

The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the SB to ensure continuity of service in both force areas.

10.4 *Unspent funding*

Each Party to the Agreement on its date of termination will be entitled to a share of any unspent funding allocated to SB by the Parties calculated in accordance with the Relevant Contributions

11. DISPUTE RESOLUTION

- 11.1 Any difference or dispute between any of the Chief Constables arising out of or in connection with this Agreement, including any question as to the validity of this Agreement and any dispute arising before or after termination of this Agreement that

cannot be resolved by the Chief Constables will be referred to the Commissioning Board for resolution.

12. DIRECTION AND CONTROL AND ACCOUNTABILITY

12.1 *Direction and Control*

12.1.1 The Parties agree that direction and control of incidents involving the Service provided through SB will belong to the Chief Constable of the force area where the incident arises unless direction and control is transferred by agreement between the Chief Constables.

12.1.2 The Parties further agree that the liability for discharging threat and risk responsibility in relation to intelligence and information received by the Service will belong to the Chief Constable of the force area in which the intelligence or information was first received unless the risk is transferred by agreement between the Chief Constables.

12.2 *Accountability*

12.2.1 The Lead Officer will be accountable to the Management Board.

12.2.2 The Management Board will be accountable to the Commissioning Board.

12.2.3 Each Chief Constable will remain accountable to his or her PCC for incidents within his or her police force area.

12.3 *Complaints and misconduct*

Any complaint or allegation of misconduct arising from the staff or officers deployed into the SB will be investigated where it occurs. If any disciplinary action is required it will be carried out by the Home Force of the relevant officer or police staff member.

12.4 *Liability*

12.4.1 Each Chief Constable will manage public liability claims arising from incidents the response to which is under his or her direction and control. Employer's liability claims will be managed by the employing Home Force.

13. POLICE OFFICERS & POLICE STAFF

13.1 Each Party will deploy (but not second) agreed numbers of officers and staff set out in Appendix D to this Agreement into SB. In most cases the first resource to respond to an incident will include officers from the police force for the relevant police force area. The tasking of police officers in the SB will ensure that they will be incorporated effectively in the wider deployment of the police force the subject of the relevant task.

13.2 The numbers of police officers and police staff (and their roles) to be provided by the Parties at the commencement of this Agreement are set out in Appendix D. The numbers of police officers and police staff (and their roles) to be provided by the Parties may be varied with the approval of the Management Board, subject to the agreement of the Commissioning Board where the variation will have a financial impact on any Party.

13.3 The Parties agree that the police officers and police staff deployed into the SB in accordance with this Clause 13 shall continue as sworn constables (in the case of police officers) and employees (in the case of police staff) of their Home Force irrespective of their place of work and as such the Home Force shall remain

responsible for their pay, welfare, pensions, employment terms and conditions and all other respective employment and service matters.

- 13.4 Notwithstanding any working practices and policies for the SB Parties acknowledge and agree that they are committed to:
- (i) promoting equality and fairness and creating a working environment where diversity is recognised, valued and celebrated;
 - (ii) treating all police officers and police staff with dignity and respect, ensuring equality of opportunity in all areas of the working relationship; and
 - (iii) developing police officers and police staff in order to realise their full potential.
- 13.5 The Parties will agree the working policies and practices that are to apply to SB.
- 13.6 Subject to clause 13.7 of this Agreement for the purposes of the force collaboration provision contained in this Agreement the Chief Constables confirm that the holders of the civilian employee posts listed in Appendix E to this Agreement are designated under section 38B of the Police Reform Act 2002 with the authority to discharge the functions listed in section 38 of the Police Reform Act 2002 (as amended) in connection with the provision of the Service for the police forces participating in the SB.
- 13.7 The designation under clause 13.6 of this Agreement of the holders of the civilian employee posts listed in Appendix E to this Agreement is subject to:
- 13.7.1 The holder of a civilian employee post listed in Appendix E to this Agreement having the same relevant designation under section 38 of the Police Reform Act 2002 in the Home Force which employs him or her;
- 13.7.2 The reporting of the holders of civilian employee posts listed in Appendix E to this Agreement and the functions under section 38 of the Police Reform Act 2002 they are to exercise to the Management Board.
- 13.8 The Parties agree that the holders of the civilian employee posts listed in Appendix E to this Agreement and the functions under section 38 of the Police Reform Act 2002 they are to exercise for the purposes of the collaboration the subject of this Agreement may be varied by the Management Board

14. PUBLIC INTEREST DISCLOSURES

The Parties acknowledge and agree that for the purposes of the legal protection against victimisation and dismissal provided for individuals under the Public Interest Disclosure Act 1998 ("PIDA") who disclose information so as to expose malpractice and matters of similar concern (known as "whistleblowers"), police officers and police staff shall be entitled to report such "whistleblowing" matters back to their Home Force and it is their Home Force who shall be obliged to give such legal protection pursuant to PIDA.

15. DATA COLLECTION MODEL

- 15.1 The Parties shall agree a data collection model for the purposes of recording the performance of the SB for presentation to both the Commissioning Board and the Management Board.

16. COST OF SB

- 16.1 Save as provided in clause 17, the cost of the SB will be borne by the Parties in the Relevant Contributions as set out in clause 3. The SB Budget in each Year will be prepared and submitted by the Chief Constables to the Commissioning Board for ratification before the start of the relevant Year. If the cost of the SB in any Year exceeds the SB Budget the additional costs will be apportioned amongst the Parties in the Relevant Contributions.
- 16.2 The Parties will review the Relevant Contributions and the basis upon which they are calculated (including consideration of using the funding formula as the starting point) by 31 October 2015 in order that agreed changes will take effect from 1 April 2016.
- 16.3 At the end of each financial year calculated from the commencement of this Agreement each Party will send to each other Party a statement setting out the amount spent by that Party during the relevant financial year. The statement will include details of the overtime incurred by the relevant Party's officers and staff deployed in the SB on all operations during the relevant financial year.
- 16.4 Each Party may request further information on what another Party has spent on the SB. Further financial statements may be compiled and presented as required.
- 16.5 If at the end of any financial year calculated from the commencement of this Agreement any Party ('A') has incurred more than its Relevant Contribution to the cost of the SB during that financial year a balancing payment agreed by the Commissioning Board will be paid by the other Parties to cover the amount by which the cost incurred by A exceeded its Relevant Contribution of the total cost of the SB during the relevant financial year.
- 16.6 Each Party will appoint officers to monitor the spending of the SB Budget who will report to the Management Board and the Commissioning Board.

17. FACILITIES AND EQUIPMENT

- 17.1 Each Party will ensure that it has the equipment and other resources to respond to incidents when the Service is required and will make available such equipment and other resources in the event it is tasked to do so outside his or her jurisdiction.
- 17.2 Where it is agreed that assets should be acquired by a Party while this Agreement is in full force and effect for shared use the assets will be recorded in an asset register and the cost of acquisition will be shared through a transfer of funding according to the Relevant Contributions.
- 17.3 In respect of ICT to be used by the SB for the purposes of this Agreement:
 - (a) each Party shall allow the other Parties to access and use their respective ICT;
 - (b) each Party shall provide the other Parties with sufficient training (at no cost) so that each member of the SB is capable of accessing and using the other Parties' ICT; and
 - (c) each Party will bear the cost it incurs to enable the convergence of ICT between all the Parties.

18. PROCUREMENT

The Commissioning Board will agree which Party will procure the assets for the SB from the date of commencement of this Agreement.

19. INSURANCE AND INDEMNITY

19.1 Insurance

- 19.1.1 Each Party shall maintain insurance arrangements to cover his / her obligations under this Agreement.
- 19.1.2 Each Chief Constable will be responsible for public liability claims arising from incidents the response to which is under his or her direction and control, and employer's liability claims from officers and staff in his or her police force.
- 19.1.3 The Chief Constable of the police force to which the Lead Officer belongs will arrange for insurance to cover the role of the Lead Officer.

19.2 General Indemnity

Each Party shall indemnify the other Parties against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings incurred or brought as a result of his / her negligence and/or breach of his / her obligations under this Agreement

20. AUDIT AND INSPECTION

Any audits and/or inspections shall be co-ordinated by the Commissioning Board.

21. INFORMATION MANAGEMENT

- 21.1 All Parties shall share information where appropriate to fulfil the purposes of the SB, subject to any conditions imposed by the Party providing the information in respect of such disclosure (including information obtained under the Regulation of Investigatory Powers Act 2000 and from CHIS).
- 21.2 Any request for information under Freedom of Information Act 2000 or Data Protection Act 1998 received in respect of the SB shall be co-ordinated by the Lead Officer and dealt with by the Parties accordingly.

22. BOILER PLATE PROVISIONS

22.1 PUBLICATION

The Parties agree that the provisions of S23E Police Act 1996 will be discharged by each party by the publication of this Agreement excluding Appendices A, D and E, which, subject to any legal requirement to do so, no Party shall disclose (or any details of their contents) to any third party without the prior written consent of the other Parties.

22.2 FURTHER ASSURANCE

Each Party agrees to use all reasonable endeavours to do or procure to be done all such further acts and execute or procure the execution of all such documents as any other Party may from time to time reasonably require for the purpose of giving the other Parties the full benefit of the provisions of this Agreement.

22.3 NO AGENCY OR PARTNERSHIP

- 22.3.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.

22.3.2 None of the Parties shall act or describe itself as the agent of any other Party, nor shall he or she make or represent that he or she has authority to make any commitments on the behalf of any other Party.

22.4 ENTIRE AGREEMENT

This Agreement, including its Appendices, sets out the entire agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them.

22.5 STATUTORY POWERS

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of each of the Parties in the exercise of his or her respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

22.6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 the Parties state that they do not intend any term of this Agreement to be enforced by any third parties.

22.7 COUNTERPARTS

This Agreement may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Agreement.


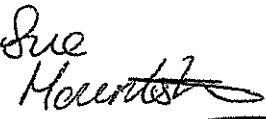
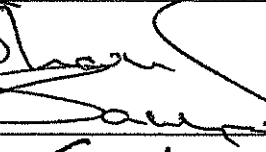

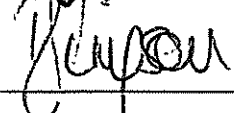
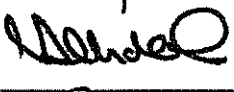


22.8 LEGALLY BINDING

The Parties agree that this Agreement shall be fully legally binding between the Parties.

22.9 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof the Parties have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		20.9.13
Police and Crime Commissioner for Avon and Somerset		20/9/13..
Chief Constable of Devon and Cornwall Constabulary		24 th /13
Police and Crime Commissioner for Devon and Cornwall		20 Sep 2013.
Chief Constable of Dorset Police		23 Sep 2013
Police and Crime Commissioner for Dorset		20/9/13.
Chief Constable of Wiltshire Police		20.9.13
Police and Crime Commissioner for Wiltshire		20.9.13.

APPENDICES

Appendix B – Terms of Reference of the Commissioning Board

To provide governance, strategic oversight and scrutiny of SB.

To set the SB Budget.

To review the performance of SB.

To approve the resourcing requirements for SB.

To deal with strategic HR issues.

To approve the nomination of the Chief Constables for the Lead Officer for the collaboration (who must be the best qualified officer for the role from the participating Forces)

Appendix C – Terms of Reference of the Management Board

To review the tasking and performance of SB

To resolve where practicable any human resource issues arising between the Parties in connection with the provision of the Service

To consider any other matter necessary for the effective management of SB

**Appendix E – Designated police staff roles for the purposes of section 38B of the
Police Reform Act 2002**

One Financial Investigator deployed by Avon and Somerset

One Financial Investigator deployed by Wiltshire