

**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
Serious and Organised Crime Collaboration
between**

**Chief Constable of Avon and Somerset
Constabulary
and
Chief Constable of Devon and Cornwall
Constabulary
and
Chief Constable of Dorset Constabulary
and
Chief Constable of Gloucestershire Constabulary
and
Chief Constable of Wiltshire Police
and
Avon and Somerset Police Authority
and
Devon and Cornwall Police Authority
and
Dorset Police Authority
and
Gloucestershire Police Authority
and
Wiltshire Police Authority**

Signed and dated 14th November 2012

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THIS AGREEMENT is made on

BETWEEN

1. Chief Constable of Avon and Somerset Constabulary; and
2. Chief Constable of Devon and Cornwall Constabulary; and
3. Chief Constable of Dorset Constabulary; and
4. Chief Constable of Gloucestershire Constabulary; and
5. Chief Constable of Wiltshire Police; and
6. Avon and Somerset Police Authority; and
7. Devon and Cornwall Police Authority; and
8. Dorset Police Authority; and
9. Gloucestershire Police Authority; and
10. Wiltshire Police Authority

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 SOC to discharge the functions the subject of the Service in the geographical areas for which they are responsible for policing.
- 1.2 The Police Authorities have resolved to establish the SOC 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 Police Authorities have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of their respective authorities and 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 Without prejudice to this Agreement the Parties have 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);
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"ACC"	Means a [lead protective services] Assistant Chief Constable under the direction and control of the Lead Chief Constable
"Agreement"	means this agreement and the appendices to it
"ASPA"	Means Avon and Somerset Police Authority;
"Bristol Premises"	means the premises occupied at the date of this agreement by the SOC in the Bristol area;
"Business Case"	means the business case for the SOC
"CCAS"	means Chief Constable of Avon and Somerset Constabulary
"Chief Constables"	means the Chief Constables of Avon and Somerset Constabulary, Devon and Cornwall Constabulary, Dorset Constabulary, Gloucestershire Constabulary and Wiltshire Police;
"Exeter Premises"	means the premises occupied at the date of this agreement by the SOC in the Exeter area;
"Financial"	means the financial element of the SOC formerly comprised in the "Regional Assets Recovery Team".
"Home Force"	means the force of which a police officer is a member, or police authority of which a member of police staff is employed, as the case may be;
"ICT"	means information and communications technology equipment;
"Intelligence"	means the intelligence element of the SOC formerly comprised in the "Regional Intelligence Unit"
"Joint Trading Account"	has the meaning in Appendix D to this Agreement;
"Lead Authority"	means ASPA or another Police Authority appointed under clause 9 of this Agreement
"Lead Chief Constable"	means CCAS or another Police Authority appointed under clause 9 of this Agreement
"Operations"	means the Operations element of the SOC
"Parties"	means the Chief Constables and Police Authorities and "Party" shall be construed accordingly;
"Police Authorities"	means Avon and Somerset Police Authority, Devon and Cornwall Police Authority, Dorset Police Authority, Gloucestershire Police Authority, and Wiltshire Police Authority and any successor elected local policing body and "Police Authority" shall be construed accordingly;
"PAJC"	means the Police Authority Joint Committee being the statutory joint committee established by the Police Authorities under Sections 101 and 107 of the Local Government Act 1972 for the purposes of overseeing and exercising governance in respect of regional collaboration between the Parties and shall

	include any successor governance board established from their successor policing bodies for the same purposes;
"Premises"	Means all premises occupied by and provided for the SOC at the date of this agreement.
"RIPA Agreement"	Means the agreement entered into between the Parties on 20 October 2010 legislating for authorisations to interfere with property, obtaining and disclosing communications data, directed surveillance, authorisations of covert intelligence sources, and authorisations for intrusive surveillance in relation to residential premises
"RTTCG"	means the Regional Tactical Tasking and Coordinating Group
"Service"	means the police operational service set out in Appendix A to this Agreement to be provided by SOC
"SOC"	means the serious and organised crime team for the south west region comprising Operations, Intelligence and Financial elements.
"SOC Budget"	means the budget for SOC determined in accordance with Appendix D of this Agreement
"Year"	means the period of one year commencing on 20 th October 2010 and each successive anniversary of such commencement so that the first year shall end on 19 th October 2011 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; and
- (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 SOC which will provide the Service in the geographical areas policed by the forces under the direction and control of the Chief Constables.
- 3.2 The purpose of this Agreement is to govern the Parties' collaborative working and sets out their respective roles and responsibilities in relation to the SOC.
- 3.3 The Appendices to this Agreement will have effect.

4. PAJC

- 4.1 The Police Authorities have established the PAJC which will provide regional governance, oversight and scrutiny of the SOC..
- 4.2 The membership and operation of PAJC are governed by the agreement establishing PAJC or its successor body.
- 4.3 PAJC will ensure that the SOC will provide the Service in such a way as to take the most efficient and effective use of resources.

5. TASKING AND DAY TO DAY MANAGEMENT OF SOC

- 5.1 The ACC will task the SOC in accordance with the tasking protocol set out in Appendix A to this Agreement and the Business Case.
- 5.2 The ACC will provide day to day management of the SOC and will implement the working practices and policies for the SOC agreed by the Parties.
- 5.3 The ACC will chair the RTTCG the membership of which will be representatives of each Chief Constable and members of police authorities invited by Chief Constables to meetings of RTTCG.

6. LENGTH OF AGREEMENT

- 6.1 This Agreement and the rights and obligations of the Parties to this Agreement shall be deemed to have effect from 20 October 2010 and shall continue in full force and effect until terminated in accordance with Clause 20 of this Agreement.

7. REVIEWS OF SOC AND THIS AGREEMENT

- 7.1 This Agreement and the SOC shall be reviewed by the Parties in accordance with this Clause 7.
- 7.2 For each meeting of the RTTCG, CCAS shall provide a written report to the PAJC which shall include details of:
 - (a) the current status of the SOC, including an analysis of the benefits, costs, and risks identified to date both at a regional and force area level;
 - (b) progress against the key objectives identified in the Business Case;

(c) any recommendations for consideration by the PAJC.

8. VARIATION OF AGREEMENT

8.1 Variation

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

8.2 Invitation To Other Forces

With the prior written consent of the Parties, additional police authorities and forces in the United Kingdom may be invited to join the Parties and assume rights and liabilities under this Agreement by signing a supplemental agreement to that effect and which incorporates the terms of this Agreement.

9. WITHDRAWAL FROM THE AGREEMENT

9.1 Any Police Authority and its Chief Constable may withdraw from this Agreement at the end of any Year by giving 12 months written notice to the other Parties.

For the avoidance of doubt:

9.1.1 such notice must be given jointly by the relevant Police Authority and its Chief Constable;

9.1.2 this clause 9.1 applies also to the Lead Authority and the Lead Chief Constable.

9.2 In the event that clause 9.1 has effect:

9.2.1 PAJC will revise the allocation of financial contributions to the cost of SOC amongst the remaining Police Authorities; and

9.2.2 the outgoing Police Authority will be entitled either to retain a proportion of assets acquired for use by the SOC calculated on the basis of the proportion of its contribution to the funding of SOC or an equivalent payment approved by PAJC.

9.3 In the event that the Lead Authority and the Lead Chief Constable withdraw from the Agreement PAJC will appoint one of the remaining Police Authorities and its Chief Constable as the replacement Lead Authority and Lead Chief Constable

; and

9.4 In the event that clause 9.3 has effect the outgoing Lead Authority will transfer to the replacement Lead Authority all assets acquired for use by SOC with the exception of the assets the outgoing Lead Authority wishes to retain under clause 9.2.2 of this Agreement.

10. DISPUTES AND ARBITRATION

10.1 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 relevant Chief Constables will be referred to the PAJC for resolution.

11. DIRECTION AND CONTROL OF SOC

11.1 Direction and Control

- 11.1.1 The Lead Chief Constable will have direction and control of all police officers and police staff in the SOC.
- 11.1.2 The Lead Chief Constable may delegate the direction and control of the SOC to the ACC.
- 11.1.3 Subject to clause 11.1.4 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 collaboration the subject of this Agreement.
- 11.1.4 The designation under clause 11.1.3 of this Agreement of the holders of the civilian employee posts listed in Appendix E to this Agreement is subject to:
 - 11.1.4.1 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 police force which employs him or her;
 - 11.1.4.2 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 RTTCG.
- 11.1.5 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 RTTCG.

11.2 **Accountability**

The Lead Chief Constable and the ACC will account to PAJC for the Service.

11.3 **Complaints and misconduct**

Any complaints about the work of the SOC or misconduct matters arising from the staff or officers in the SOC will be dealt with in accordance with the statutory provisions, guidance and Appendix A to this Agreement.

11.4 **Liability**

The Lead Chief Constable will manage all claims against the SOC. Any liability arising from claims incurred will be apportioned in accordance with paragraph 2 of Appendix D.

12. **POLICE OFFICERS & POLICE STAFF**

- 12.1 The number of police officers and police staff (and their proposed roles) to be seconded to the SOC by each Party is set out in Appendix C to this Agreement. The Parties agree that the actual numbers of police officers and police staff to be deployed by each Party to the SOC may vary from time to time.
- 12.2 The Parties agree that the police officers and police staff to be seconded to the SOC in accordance with this Clause 12 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 all employment matters other than those set out in clause 12.3 of this Agreement.
- 12.3 The Lead Chief Constable will be responsible for the performance, discipline, and welfare of the police officers and police staff deployed to the SOC.

- 12.4 The Parties shall agree a common approach to working practices and policies for the SOC. In any event, the 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;
 - (iii) developing police officers and police staff in order to realise their full potential; and
 - (iv) agreeing a health and safety policy for the SOC.
- 12.5 The Parties agree that once they have seconded police officers and police staff to the SOC in accordance with this Clause 12, they shall not be able to re-deploy such police officers and police staff without obtaining the prior approval of the PAJC.

13. PUBLIC INTEREST DISCLOSURE

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.

14. DATA COLLECTION MODEL

The Parties shall agree a data collection model for the purposes of recording the performance of SOC.

15. COST OF SOC

- 15.1 Appendix D will have effect.

16. FACILITIES AND EQUIPMENT

- 16.1 Subject to clause 16.3 of this Agreement, all assets for the SOC will be acquired by the Lead Authority. The Lead Authority will also retain ownership (including, where applicable, risk) of any such assets.
- 16.2 Any proceeds from the disposal of any assets for the SOC will be deposited in the Joint Trading Account.
- 16.3 The Premises subject to the leases held by Gloucestershire Police Authority, Devon & Cornwall Police Authority and Avon & Somerset Police Authority will be managed by the Lead Authority and occupied by the officers and staff who may be seconded to the SOC at any time. All rents and service charges due under the lease and all maintenance and repair costs shall be charged to and payable from the Joint Trading Account.

17. INSURANCE AND INDEMNITY

17.1 Insurance

Each party shall maintain insurance arrangements to cover its obligations under this Agreement. The Parties agree that if any Party incurs any excess insurance costs arising from the activities of the SOC, it may recover the relevant amount of the excess insurance costs from the Joint Trading Account.

17.2 *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 its negligence and/or breach of its obligations under this Agreement.

18. AUDIT AND INSPECTION

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

19. INFORMATION MANAGEMENT

- 19.1 All Parties shall share information where appropriate for the purposes of the SOC, 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).
- 19.2 Any Freedom of Information Act 2000 requests received in respect of the SOC shall be co-ordinated by the Lead Chief Constable and dealt with by the Parties accordingly.
- 19.3 Intellectual property rights in any designs, works, or written material created by the officers and staff in the SOC will vest in the Parties jointly. In the event of termination of this Agreement the rights will remain joint unless and until agreed by the Parties in writing.

20. TERMINATION OF AGREEMENT

- 20.1 This Agreement may be terminated with the unanimous consent of the Parties.

21. CONSEQUENCES OF THE DISSOLUTION OF THE AGREEMENT

On termination of this Agreement for whatever reason:

21.1 *Joint Trading Account*

Paragraph 4 of Appendix D will apply.

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

- 21.2.1 Each Police Authority will be entitled to a share of the assets or their value determined in accordance with the proportion of its financial contribution to the SOC.

21.3 *Police Officers and Police Staff*

The police officers and police staff of the SOC shall return to their Home Force and direction and control (and all associated liability) shall lie with the Chief Constable of their Home Force.

21.4 *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 SOC to ensure continuity of service in both force areas.

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 C and D, 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 Neither Party shall act or describe itself as the agent of any other Party, nor shall it make or represent that it 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 their 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.

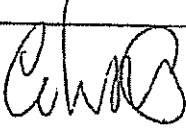

22.8 LEGALLY BINDING

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.

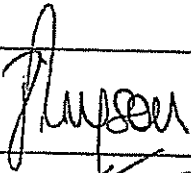

IN WITNESS whereof the Members have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		12 th Oct 2012
Avon and Somerset Police Authority		10 October 2012
Chief Constable of Devon and Cornwall Constabulary		
Devon and Cornwall Police Authority		
Chief Constable of Dorset Constabulary		
Dorset Police Authority		
Chief Constable of Gloucestershire Constabulary		
Gloucestershire Police Authority		
Chief Constable of Wiltshire Police		
Wiltshire Police Authority		

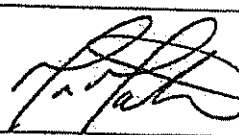
IN WITNESS whereof the Members have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Avon and Somerset Police Authority	<i>[Signature]</i>	10 October 2012
Chief Constable of Devon and Cornwall Constabulary	<i>[Signature]</i>	25 th 11/12
Devon and Cornwall Police Authority	<i>[Signature]</i>	19 th October 2012
Chief Constable of Dorset Constabulary		
Dorset Police Authority		
Chief Constable of Gloucestershire Constabulary		
Gloucestershire Police Authority		
Chief Constable of Wiltshire Police		
Wiltshire Police Authority		

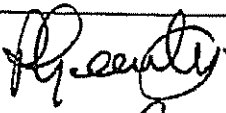
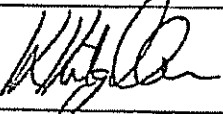
IN WITNESS whereof the Members have signed below on the date indicated.

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Avon and Somerset Police Authority		
Chief Constable of Devon and Cornwall Constabulary		
Devon and Cornwall Police Authority		
Chief Constable of Dorset Constabulary		7 th November 2012
Dorset Police Authority		17 October 2012 ✓
Chief Constable of Gloucestershire Constabulary		
Gloucestershire Police Authority		
Chief Constable of Wiltshire Police		
Wiltshire Police Authority		

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

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Avon and Somerset Police Authority		
Chief Constable of Devon and Cornwall Constabulary		
Devon and Cornwall Police Authority		
Chief Constable of Dorset Constabulary		
Dorset Police Authority		
Chief Constable of Gloucestershire Constabulary		14/11/12
Gloucestershire Police Authority	Andy Chapman	14.11.12
Chief Constable of Wiltshire Police		
Wiltshire Police Authority		

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

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Avon and Somerset Police Authority		
Chief Constable of Devon and Cornwall Constabulary		
Devon and Cornwall Police Authority		
Chief Constable of Dorset Constabulary		
Dorset Police Authority		
Chief Constable of Gloucestershire Constabulary		
Gloucestershire Police Authority		
Chief Constable of Wiltshire Police		
Wiltshire Police Authority		

APPENDIX A

THE RESOURCING, MANAGEMENT AND OWNERSHIP OF INVESTIGATIONS ADOPTED BY THE SOUTH WEST SERIOUS ORGANISED CRIME UNIT

BASIC PRINCIPLES

The SOC¹ will take responsibility for and ownership of investigations as directed by the RTTCG. The RTTCG will set investigative objectives and terms of reference for each tasked investigation

The referring force will be required to provide the SOC with the necessary information and intelligence required to enable the SOC to properly take ownership of the investigation

The SOC will support forces outside of the RTTCG process in response to 'dynamic tasking'. Dynamic Tasking is defined as a request from a regional force/ agency to provide support in dealing with any threat to life, or the imminent recovery of a significant quantity of controlled drugs or firearm.

By its very nature this will be spontaneous and will fall outside of the normal RTTCG tasking process. Referrals for dynamic tasking will be forwarded to a member of the SOC senior management team, who will work with the referring force/ agency to provide an appropriate response.

All requests for dynamic tasking and the SOC response will be reviewed at the subsequent RTTCG meeting.

GENERAL PRINCIPLES

The chair of the RTTCG will consider whether the tackling of an OCG is a regional responsibility, whether it remains in force, or it is more appropriate to seek the assistance of another agency. In order to determine whether this could be an adopted regional operation the following criteria will apply:

1. The OCG is identified to be involved in Serious and Organised Crime; and
2. Impacts upon two or more forces; and
3. Either passes a set score on the OCG Mapping Matrix, or Passes a set score on the regional Community Impact Matrix.

The Chair of the RTTCG may also (in appropriate circumstances) determine that due to the nature of an incident or series that it warrants the deployment of regional assets.

Where a regional force or partnership agency identify an investigation that they would like to be adopted by SOC, the Director of Intelligence or the relevant person will arrange for a member of the SOC management team to be briefed prior to any RTTCG meeting.

A manager from the SOC will meet with the submitting force/ agency to review the referral and explore tactical options as to how the SOC can assist.

¹ SOC definition: means the serious and organised crime team for the south west region comprising Operations, Intelligence and Financial elements.
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Where there is agreement as to the extent of the SOC's involvement they will work with the submitting force/ agency to prepare an entry in the Regional Tactical Assessment. This will include an overview of the criminality, the regional impact and potential harm.

Where there are competing demands the Chair of the RTTCG will arbitrate and on behalf of the region will task the SOC accordingly within the principles of the tasking priorities.

RESOURCING

The SOC will be tasked by the RTTCG and provide the Intelligence function, financial investigation and operational resources required to manage investigations. The Chair will be provided by the collaboration lead force, normally the ACC Protective Services, who will be accountable for direction of the regional resources.

There may be instances when additional resources are required from the constituent forces e.g. POLSA search teams, Firearms support etc. These instances will be rare and will require the Head of SOC to discuss provision of these resources with the senior officer with responsibility for the resource in the constituent force.

SPECIALIST RESOURCING

The investigation of cross border serious organised crime will regularly require the services of specialist resources and tactics that are not available within the SOC e.g. Technical Surveillance Unit, Specialist Tactic Unit.

The specialist resources will be provided by ASC as the lead force for the SOC. There may be rare occasions when these resources are sought from other constituent forces. In these instances discussions will take place between the Head of SOC and the senior officer responsible for the resource in the constituent force. If agreement cannot be reached the Chair of RTTCG will arbitrate.

MONITORING PROFESSIONAL STANDARDS

The Head of the SOC on behalf of the Lead Force ACC will retain responsibility in relation to policy and working practices of the SOC together with responsibility for all SOC led investigations and the periodic review of these investigations

ACCOUNTABILITY

The Head of SOC, on behalf of the Lead Force ACC will appoint appropriately experienced SIO and DSIO's from the SOC for all investigations 'tasked' through the RTTCG.

MEDIA ISSUE

The SOC SIO is responsible for forming the media strategy in relation to the investigation for which they are responsible. The formation of this strategy must be completed in conjunction with the appointed SOC Media Relation Officer (MRO)

ASC will provide the SOC with a MRO who will lead all media contact on behalf of the SOC

The SIO and lead MRO will be responsible for engaging with the Media Relations Department in the constituent force prior to any SOC related media releases that may impact upon that force area. All affected forces should agree the media strategy.

If agreement cannot be reached the Head of ASC Corporate Communications will take responsibility for reaching an agreeable solution

There may be occasions when partner agency media department engagement will be required e.g. HMRC, UKBA

CLAIMS HANDLING

Any claims in respect of any activity or conduct of the SOC will be notified to Avon and Somerset Legal Services Directorate who shall maintain a central database including recording outcomes.

Avon and Somerset Legal Services Directorate will consult and agree claims handling with constituent force(s) Police Authority (s) dependent on the nature of the liability and the extent to which the SOC is involved in the overall claim.

Instructions will be given by the Head of SOC as required in respect of the handling of any claim.

Avon and Somerset Legal Services Directorate will report on a six monthly basis to the PAJC

WELFARE

Organisational structures are in place to support the welfare needs of the officers working in the SOC e.g. Occupational Health. It is the responsibility of the departmental heads and line managers to ensure these structures are utilised if required.

The Head of SOC, on behalf of the lead Force ACC should identify, consider and record any particular welfare concerns. Where appropriate these should be brought to the attention of the ACC and, in any event, appropriate support and action should be provided.

COMPLAINTS HANDLING

Complaints will be recorded by Avon and Somerset Professional Standards Department.

Avon and Somerset Professional Standards Department will consult and agree an investigative plan with the relevant forces Professional Standards Department dependent on the nature of the complaint or report.

Disciplinary proceedings will be dealt with by the home force in accordance with the legislation and statutory guidance and respective HR policies.

Avon and Somerset Professional Standards Department will report on a six monthly basis to the SOC Senior Leadership Team.

APPENDIX B RTTCG Terms of Reference

1. To ensure Organised Crime² issues:
 - that present the greatest threat, **AND**
 - where a regionally coordinated response is the most effective way of mitigating the risk,are appropriately coordinated.
2. To maintain a management oversight of the threat posed by all cross-border³ Organised Crime Groups (OCGs).
3. To ensure that shared regional assets (for example Zephyr) are appropriately and effectively deployed.
4. To keep abreast of national developments, trends and best practice in the country.

² Regional Tasking and Coordination may on an exception basis consider Serious crime issues

³ "Cross Border" in this context means affecting more than one SW force

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APPENDIX E

Police staff designated for the purposes of section 38B Police Reform Act 2002

Postholders of the following roles:

C9142 Serious Organised Crime Investigation Officer (SOCIO)

C9143 Motorcyclist (Surveillance)

C9719 Financial Investigator (Zephyr)