

## PFCC Decision Report

Please ensure all sections below are completed

<b>Report reference number:</b> 048-18
<b>Classification</b> Not protectively marked
<b>Title of report:</b> PFCC Interim Monitoring Officer
<b>Area of County/Stakeholders affected:</b> Essex
<b>Report by :</b> Susannah Hancock
<b>Date of report:</b> 28.3.18
<b>Enquiries to:</b> <a href="mailto:susannah.hancock@essex.pnn.police.uk">susannah.hancock@essex.pnn.police.uk</a>

### 1. Purpose of report

To propose arrangements for an interim Monitoring Officer for the Police, Fire and Crime Commissioner.

### 2. Recommendations

- That David Lawson, Monitoring Officer for Thurrock Council, be seconded to the Office of the PFCC for the equivalent of one day a week to act as monitoring officer to the PFCC Roger Hirst.
- That this arrangement is in place from 1<sup>st</sup> April 2018 until such a time as the PFCC has recruited and appointed a new Monitoring Officer.

### 3. Benefits of Proposal

The current OPFCC Chief Executive and Monitoring Officer is due to move on to a new role at the end of March 2018. The PFCC is in the process of recruiting a new Chief Executive and Monitoring Officer. However, it is likely process will take some months. In the interim, it is proposed that David Lawson, Monitoring Officer for Thurrock Council, act as interim Monitoring Officer for the PFCC.

The role of the monitoring officer is set out in section 5 of the Local Government and Housing Act 1989. The monitoring officer has 3 main responsibilities as set out in the Act:

- To report on matters they believe are, or may be, illegal or amount of maladministration.
- To be responsible for the conduct of the Commissioner, deputy commissioner and the Office of the PFCC
- To be responsible for the operation, review and updating of the constitution.

**4. Background and proposal**

See above. This is to cover the role of PFCC monitoring officer on an interim basis while the PFCC seeks to recruit a new Chief Executive and Monitoring Officer.

**5. Police and Crime Plan**

This will support the PFCC in delivery against the priorities set out in the Police and Crime Plan.

**6. Police Operational Implications**

None

**7. Financial Implications**

The costs of the secondment, as set out in the Secondment Agreement between the PFCC and Thurrock Council, are an hourly rate of £65.

**8. Legal Implications**

This arrangement is covered through a section 113 secondment agreement between the PFCC and Thurrock Council.

**9. Staffing and other resource implications**

There is no additional staffing or resource implications.

**10. Equality and Diversity implications**

There are no specific equality or diversity implications for the interim position.

**11. Background papers**

None

**Report Approval**

The report will be signed off by the OPFCC Chief Executive and Treasurer, prior to review and sign off by the PFCC / DPFCC .

Chief Executive/M.O Sign: ..... *[Signature]* .....  
Print: ..... *S. Hancock* .....  
Date: ..... *29/3/18* .....

Chief Financial Officer/Treasurer Sign: ..... *[Signature]* .....  
Print: ..... *ABBEY G. GUN* .....  
Date: ..... *29/3/18* .....

**Publication**

Is the report for publication? YES   
NO

If 'NO', please give reasons for non-publication (state 'None' if applicable)  
.....  
.....

If the report is not for publication, the Chief Executive will decide if and how the public can be informed of the decision.

**Redaction**

If the report is for publication, is redaction required:

1. Of Decision Sheet YES  NO  2. Of Appendix YES  NO

If 'YES', please provide details of required redaction:  
.....  
.....

Date redaction carried out: .....

**Treasurer / Chief Executive Sign Off – for Redactions only**  
If redaction is required, Treasurer or Chief Executive are to sign off that redaction has been completed.  
Sign: .....  
Print: .....  
Chief Executive/Treasurer  
Date signed: .....

**Decision and Final Sign Off**

I agree the recommendations to this report;

Sign: ..... 

Print: ..... R.C. Harris

PFCC/Deputy PFCC

Date signed: ..... 29/2/18

I do not agree the recommendations to this report because;

.....  
.....  
.....

Sign: .....

Print: .....

PFCC/Deputy PFCC

Date signed: .....

**SECONDMENT AGREEMENT** between Thurrock Borough Council, Civic Offices, New Road, Grays Essex, RM17 6SL and the Office of Police, Fire and Crime Commissioner for Essex, Kelvedon Park, London Road, Rivenhall, Witham, Essex CM8 3HB

**1. PROVISION OF OFFICER TO ACT AS INTERIM MONITORING OFFICER**

Thurrock Borough Council (TBC) will provide the services of David Lawson to act as Interim Monitoring Officer to the Office of the Police, Fire and Crime Commissioner (OPFCC) for the corporation sole of the Police and Crime Commissioner commencing on Tuesday 3<sup>rd</sup> April 2018.

**2. ROLES AND DUTIES**

The OPFCC is responsible for providing David Lawson with appropriate direction, supervision and guidance while carrying out the duties of Interim Monitoring Officer and will provide all equipment and information necessary to undertake the role.

**3. DISMISSAL AND DISCIPLINARY ACTION**

The Local Authorities Standing Orders (England) Regulations 2001 and the procedures set out in the JNC Conditions of Service apply about any disciplinary action or any proposal to dismiss David Lawson in his role.

**4. TERMINATION**

This Agreement will terminate with automatic effect if David Lawson's employment with TBC ends. TBC will give one month's written notice to the OPFCC if they wish to end this agreement.

**5. PAY**

David Lawson will continue to be paid by TBC on his current terms of employment. TBC will invoice the OPFCC a fee based on the hourly time allocated to the role of Interim Monitoring Officer. The hourly rate to be based on the on-costs of David Lawson's TBC post. — Surely we should say how much? £65/h?

The parties estimate that the Interim Monitoring Officer role will require the provision of one day per week during the period of the secondment – this would result in an estimated 20% of the weekly on-costs of David Lawson's TBC post.

Should David Lawson require, as Interim Monitoring Officer, to instruct lawyers of TBC Legal Service TBC will invoice the OPFCC a fee based on the hourly time incurred for the legal work. This hourly rate to likewise be based on the on-costs of the relevant TBC lawyer post.

**6. TRAVEL AND SUBSISTENCE**

David Lawson will claim any expenses incurred on carrying out the role of Interim Monitoring Officer for the OPFCC from TBC subject to its usual rules.

#### **7. LEAVE ENTITLEMENT**

David Lawson will agree the timing of his leave with his line manager Sean Clark, Director of Finance and IT and will document leave taken as is necessary under TBC requirements. The OPFCC will be given prior notice of any leave which has been agreed with David Lawson.

#### **8. SICKNESS ABSENCE**

In the event of any sickness absence, the usual TBC reporting rules will apply and David Lawson' line manager, Sean Clark will also notify the OPFCC as soon as reasonably practical.

Long-term absence (in excess of 20 days), will result in this Agreement being reviewed by both parties in the light of the nature and duration of the absence.

#### **9. CONFIDENTIALITY, DATA PROTECTION AND FREEDOM OF INFORMATION**

David Lawson is not permitted during or after the termination of the Agreement to use or to disclose to anyone (other than in the proper conduct of the role of Interim Monitoring Officer) any information of a confidential nature relating to the OPFCC or its employees including, but not confined to, business information and intellectual property.

David Lawson will for the period of the Agreement observe all relevant provisions of the Data Protection Act 1998 and the Freedom of Information Act 2000 and General Data Protection Regulations.

#### **10. CONDUCT, EQUAL OPPORTUNITIES AND HEALTH AND SAFETY**

When acting as OPDCC Interim Monitoring Officer, David Lawson will be subject to its rules and procedures regarding Health & Safety, Equal Opportunities and Conduct in so far as it is appropriate. Appropriate details will be notified by the OPFCC to David Lawson as soon as reasonably practical after the commencement of this Agreement.

In the event of any allegation of a serious breach by David Lawson of Conduct, Health and Safety or the Equal Opportunities procedures, the OPFCC reserves the right to terminate the Agreement with immediate effect.

If the OPFCC terminates this Agreement under this paragraph it will provide written reasons to David Lawson' line manager, Sean Clark, for the termination.

#### **12. LIMITATION OF LIABILITY**

The OPFCC will retain responsibility for, and the control and ownership of, David Lawson' work. TBC and David Lawson shall not be liable in respect of any loss, damage or expense resulting from the OPFCC' use of David Lawson' work.

TBC and David Lawson shall not be liable in respect of any loss damage or expense which arises because of a third party taking action against the OPFCC on the basis of David Lawson' work.

**13. CONTACT POINTS**

*Reed*

The contact point at the OPFCC for enquiries regarding this Agreement is Jane Gardiner, Deputy PFCC, Office of the Police, Fire and Crime Commissioner for Essex, Kelvedon Park, London, Rivenhall, Witham, Essex CM8 3HB.

The contact point at Thurrock Borough Council will be Sean Clark, Director of Finance & IT.

Signed .....  
Sean Clark, Director of Finance & IT, TBC

Dated: .....

Signed .....  
PFCC / Deputy PFCC

Dated: .....

Signed .....  
David Lawson, Assistant Director of Law & Governance, Monitoring Officer, for  
Thurrock Borough Council

Dated: .....

