

## PFCC Decision Report

Please ensure all sections below are completed

<b>Report reference number:</b> 063-19
<b>Classification:</b> OFFICIAL
<b>Title of report:</b> Third Collaboration Agreement in relation to the Seven Force Strategic Collaboration Programme
<b>Area of county / stakeholders affected:</b> Whole of Essex plus six other regions within the 7 Force collaboration (Kent, Bedfordshire, Norfolk, Cambridgeshire, Hertfordshire and Suffolk)
<b>Report by:</b> Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)
<b>Date of report:</b> 29 March 2019
<b>Enquiries to:</b> Pippa Brent-Isherwood (Chief Executive and Monitoring Officer)

### 1. Purpose of the report

The purpose of this report is to seek the Commissioner's approval to enter into a third collaboration agreement in relation to the Seven Force Strategic Collaboration Programme.

### 2. Recommendations

That, along with the six other Commissioners within the Eastern Region, the Police, Fire and Crime Commissioner for Essex signs up to the Section 22 Agreement attached at Appendix 1.

### 3. Benefits of the proposal

The seven Commissioners and Chief Constables within the Eastern Region have agreed to work together to maximise the efficiency of identified areas for collaboration in order to protect front line operational resources and optimise the delivery of each county's Police and Crime Plan. The Seven Force Strategic Collaboration Programme is intended to progress joint working across the force areas in the identified areas of potential collaboration in order to help maximise the efficiency of service delivery whilst maintaining

or improving the effectiveness of such service delivery to communities in the seven force areas.

#### **4. Background and proposal**

In order to pursue the above objectives, the parties to the Agreement agreed to enter into an initial collaboration agreement dated 7 March 2016, pursuant to Section 22A of the Police Act 1996. This was superseded by a second collaboration agreement dated 20 February 2017. This second collaboration agreement expires on 31 March 2019. It is therefore necessary for the seven forces and Commissioners to sign up to a third collaboration agreement commencing on 1 April 2019.

#### **5. Alternative options considered and rejected**

The only alternative option is for Essex to withdraw from the Seven Force Strategic Collaboration Programme. This is not recommended, as this would run counter to the Commissioner's statutory duties with regard to collaboration and the wider national drive for greater collaboration across police forces and policing bodies. It is important to note that, if it appears to the Secretary of State that any police functions can more efficiently or effectively be discharged by two or more police forces acting jointly, or that any premises, equipment or other materials or facilities can with advantage be provided jointly for two or more police forces, s/he may, after considering any representations made by the parties concerned, direct those parties to enter into a collaboration agreement under those provisions as may be specified in the direction.

#### **6. Police and Crime Plan**

As set out in section 3 above, the seven Commissioners and Chief Constables within the Eastern Region have agreed to work together to maximise the efficiency of identified areas for collaboration in order to protect front line operational resources and optimise the delivery of each county's Police and Crime Plan.

#### **7. Police operational implications**

The four areas identified as suitable for collaboration under the terms of this agreement 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.

#### **8. Financial implications**

The parties to the Agreement will agree in advance the annual budget for the Programme together with a budget for any external consultancy that may be required. Costs associated with the Programme in relation to the Programme Team, professional and consultancy fees will be apportioned between the seven police areas and paid by the parties to the Agreement on the basis of the Net Revenue Expenditure of each force within the Programme in any given year.

The content of the Agreement has been consulted on with the Chief Finance Officers for each of the seven Commissioners and Chief Constables prior to signature.

## **9. Legal implications**

Under the Police Act 1996 and the Policing and Crime Act 2017, Chief Constables and Commissioners may enter into collaboration agreements in respect of various functions. In reaching a conclusion about whether or not a collaboration agreement is, or would be, in the interests of efficiency or effectiveness of the Essex police force, the Commissioner must consider:

- existing collaboration agreements, and other arrangements for co-operation, to which Essex Police is already a party;
- the desirability of police forces taking a consistent approach in making such agreements, and
- the opportunities available to Essex Police and the other police forces within the 7 Force Strategic Alliance to make such agreements.

Collaboration agreements may be varied or determined by a subsequent agreement.

The Agreement has been reviewed by the relevant legal teams across the seven forces prior to signature, and their comments have been reflected in the final draft.

## **10. Staffing implications**

There are no direct staffing implications for the PFCC arising out of this decision. The staff and police officers who work within the Programme Team shall continue as employees and officers of their employing organisation irrespective of their place of work. All employment and service matters relating to them shall remain the responsibility of their employing organisation.

## **11. Equality and Diversity implications**

There are no equality and diversity implications arising directly from this decision.

## **12. Risks**

The key risk of signing up to a further collaboration agreement in relation to the Seven Force Strategic Collaboration Programme is that the collaboration does not achieve the anticipated level of savings and efficiencies. Monitoring of these risks is undertaken through the Eastern Region Alliance Summit (see below) as well as within individual forces and Commissioners' offices.

The risks associated with not signing up to the Agreement – including the risk that the Secretary of State may direct the Commissioner and / or the Chief Constable to enter into either this or an alternative collaboration agreement – are set out in Section 5 above.

## **13. Governance Boards**

### The Eastern Region Alliance Summit

The Eastern Region Alliance Summit takes overall responsibility for the Seven Force Strategic Collaboration Programme. The Terms of Reference for the Summit are set out in Schedule A to the Collaboration Agreement attached at Appendix 1. Whilst the Eastern

Region Alliance Summit is not a public decision-making body, it may make “in principle” decisions and recommendations wherein each of the parties retains its individual executive sovereignty as a corporation sole. Where such “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 to give effect to such “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 which has the potential, if executed, to have a material impact upon any one of more of the parties to the Agreement, such “in principle” decisions or recommendations may only be made with the consent of the party or parties concerned.

#### Seven Force Strategic Collaboration Oversight Group

The parties to the Agreement have also established the Seven Force Strategic Collaboration Oversight Group. The Terms of Reference and business arrangements for the Oversight Group are set out in Schedule B to the Collaboration Agreement attached at Appendix 1. The Oversight Group will provide advice, support and oversight to the Senior Responsible Officer (SRO) for the Programme and will make recommendations to the Eastern Region Alliance Summit.

#### **14. Background papers**

Appendix 1 – Third Collaboration Agreement in relation to the Seven Force Strategic Collaboration Programme

**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: Phillip [Signature]  
 Print: P. BEANS - HILLWOOD  
 Date: 29 March 2019

Chief Finance Officer / Treasurer Sign: [Signature]  
 Print: ABREN Gough  
 Date: 08 / 04 / 2019

**Publication**

Is the report for publication? YES   
 NO

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'None' if applicable)

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 .....

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, the Treasurer or Chief Executive is to sign off that redaction has been completed.

**Sign:** .....

**Print:** .....

**Chief Executive/Treasurer**

**Decision and Final Sign Off**

I agree the recommendations to this report:

**Sign:** .....

**Print:** .....

**PFCC/Deputy PFCC**

**Date signed:** .....

I do not agree the recommendations to this report because:

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

**Sign:** .....

**Print:** .....

**PFCC/Deputy PFCC**

**Date signed:** .....

DATED

2019

- (1) THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE  
and
- (2) THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE  
and
- (3) THE POLICE FIRE AND CRIME COMMISSIONER FOR ESSEX  
and
- (4) THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE  
and
- (5) THE POLICE AND CRIME COMMISSIONER FOR KENT  
and
- (6) THE POLICE AND CRIME COMMISSIONER FOR NORFOLK  
and
- (7) THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK  
and
- (8) THE CHIEF CONSTABLE OF THE BEDFORDSHIRE POLICE  
and
- (9) THE CHIEF CONSTABLE OF THE CAMBRIDGESHIRE CONSTABULARY  
and
- (10) THE CHIEF CONSTABLE OF THE ESSEX POLICE  
and
- (11) THE CHIEF CONSTABLE OF THE HERTFORDSHIRE CONSTABULARY  
and
- (12) THE CHIEF CONSTABLE OF THE KENT POLICE  
and
- (13) THE CHIEF CONSTABLE OF THE NORFOLK CONSTABULARY  
and
- (14) THE CHIEF CONSTABLE OF THE SUFFOLK CONSTABULARY

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THIRD COLLABORATION AGREEMENT  
In relation to the Seven Force  
Strategic Collaboration Programme

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THIS AGREEMENT is made on the

2019

BETWEEN:

1. The Chief Constable of Bedfordshire Police, Woburn Road, Kempston, Bedfordshire MK43 9AX
2. The Chief Constable of Cambridgeshire Constabulary, Hinchingsbrooke Park, Huntingdon, Cambridgeshire PE29 6NP
3. The Chief Constable of Essex Police, PO Box 2, Springfield, Chelmsford, Essex CM2 6DA
4. The Chief Constable of Hertfordshire Police, Stanborough Road, Welwyn Garden City, Hertfordshire AL8 6XF
5. The Chief Constable of Kent Police, Sutton Road, Maidstone, Kent ME15 9BZ
6. The Chief Constable of Norfolk Constabulary, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW.
7. The Chief Constable of Suffolk Constabulary, Martlesham Heath, Ipswich, Suffolk IP5 3QS
8. Bedfordshire Police and Crime Commissioner, Woburn Road, Kempston, Bedfordshire MK43 9AX
9. Cambridgeshire Police and Crime Commissioner, Hinchingsbrooke Park, Huntingdon, PE29 6NP
10. Essex Police, Fire and Crime Commissioner, 1st Floor, Kelvedon Park, London Road, Rivenhall, Witham, Essex CM8 3HB
11. Hertfordshire Police and Crime Commissioner, Leahoe House, Pegs Lane, Hertford SG13 8DE
12. Kent Police and Crime Commissioner, Sutton Road, Maidstone, Kent ME15 9BZ
13. Norfolk Police and Crime Commissioner, Jubilee House, Falconers Chase, Wymondham, Norfolk NR18 0WW.
14. Suffolk Police and Crime Commissioner, Martlesham Heath, Ipswich, Suffolk IP5 3QS



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 agreed to enter into a collaboration agreement dated 7 March 2016 pursuant to section 22A of the Police Act 1996. This was superseded by a second and further collaboration agreement dated 20 February 2017.
- (iii) The Parties have agreed to enter into a third and further collaboration agreement (the Third Collaboration Agreement) which will commence on 1 April 2019 at the conclusion of the second collaboration agreement.

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 4.4 below;

“Parties” means the Police and Crime Commissioners and Chief Constables of Bedfordshire, Cambridgeshire, Hertfordshire, Kent, Norfolk and Suffolk, and Police, Fire and Crime Commissioner and Chief Constable for Essex, 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 have established 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 is known as the Seven Force Strategic Collaboration Programme.
- 2.3 The Programme develops 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.

- 3.5 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.
- 3.6 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;
  - 3.6.3 setting the financial parameters within which the Programme will proceed;
  - 3.6.4 considering business cases for each project and setting the parameters within which the projects will proceed;
  - 3.6.5 considering recommendations from the Oversight Group (described at clause 3.7 below) upon future work or collaboration;
  - 3.6.6 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

- 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.
- 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 SRO will, in progressing the Programme, provide day-to-day direction and leadership for the delivery and implementation of the Programme. The SRO will have authority to commit and spend the budget for the Programme, including that part of the budget set aside for consultancy, providing the SRO keeps the Oversight Group advised and informed of such commitments and spending.

4.4 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 will annually in advance agree the budget for the Programme together with a budget 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, the administering OPCC nominated pursuant to Schedules A and B, 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 1 April 2019 and shall continue until 31 March 2021.

6.2 This Agreement will terminate on 31 March 2021 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 subject to the provisions upon termination in clause 16.

## 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.
- 7.3 The Parties agree that if a liability arises from the operation of the Programme, such liability shall be shared between the Parties in proportion to their share of the funding for the Programme as determined in accordance with clause 5.2, unless such liability is covered by insurance held by one or more of the Parties. Where a liability arises from a project forming part of the Programme, only those parties who are parties to the project shall bear responsibility for the liability (subject to the operation of clause 7.1 above). Parties who have no involvement in the project (subject to the operation of clause 7.1 above) shall not bear or share any of the liabilities arising therefrom.
8. INFORMATION MANAGEMENT
- 8.1 Information created by 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.
- 8.2 Each party will be responsible for ensuring compliance with the relevant data protection legislation in regard to the processing of personal data.
- 8.3 The activities of staff from any of the parties, in respect of access to and use of any information owned by them, will be governed by the policies of the employing party, which have been assessed to ensure broad compatibility.
- 8.4 For the purposes of the Freedom of Information Act 2000, whilst the Parties remain separate public authorities, the party receiving a request in respect of the Programme will be responsible for the handling of and response to the request and for compliance with the Act, in consultation with the other Parties.
- 8.5 In respect of all issues relating to shared information management, a single point of contact, determined by the SRO or person or persons nominated by

him/her will be consulted and will provide advice on operational issues on behalf of all parties.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 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.

11. ASSETS

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

12. STAFF AND ESTABLISHMENT

- 12.1 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.

- 12.2 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.

- 12.3 In the event of termination of the Programme under clause 15 below, police officers and staff working with the programme will remain employees of their Home Force and local restructuring policy will be applied as required.

- 12.4 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.

13. HEALTH AND SAFETY

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

13.2 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.

13.3 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.

#### 14 PROCUREMENT

14.1 The SRO will apply the procurement policies and arrangements in accordance with the 7F Single Procurement Function Collaboration Agreement (and contract standing orders thereto), directed pursuant to clause 3.6 above and will ensure the policies and arrangements are followed by officers and staff within the Programme Team.

#### 15 TERMINATION

15.1 Under the Police Act 1996 (as amended) there is a statutory duty for police forces to consider and review collaboration with any other force to improve their efficiency and effectiveness. This Agreement cannot be terminated unless, upon review by the Parties, it is established that continued collaboration will not improve or maintain the effectiveness and efficiency of any of the Parties. On this understanding the following procedure may be adopted to bring this Agreement to an end:

15.2 This Agreement can be terminated:

15.2.1 at any time by the agreement of the Parties.

15.2.2 by any Party by giving 12 months written notice to all the other relevant Parties, provided that:

(i) No such notice shall be given without prior consultation with the other Parties.

(ii) The date specified in the notice must be the last day of a calendar month.

(iii) The notice is to be served separately on all Parties.

15.2.3 by notice given by the Secretary of State in accordance with s23H of the Act.

15.3 Where any Party serves notice of termination in accordance with 15.2.2 above following, and as a consequence of, any failure or partial failure (or alleged failure/ partial failure) by any other Party to perform an obligation



- under this collaboration agreement, that Party must include in such notice of termination:
- 15.3.1 the nature and extent of the alleged failure/partial failure in performance by any other Party;
  - 15.3.2 the effect of such a failure on the efficiency/effectiveness of the participating forces (or any of them);
  - 15.3.3 the basis for determining that, as a result of the failures in performance identified, the continued collaboration in accordance with the terms of this agreement will no longer improve or maintain the efficiency / effectiveness of the participating forces (or any of them).
- 15.4 The termination of this Agreement will have the effect of terminating the whole Agreement, including the Schedules.
- 15.5 Before the termination of this agreement takes effect (whether under 15.2.1 or 15.2.2 above), an exit strategy will be agreed by the Parties.
- 15.6 On termination of this Agreement, the Parties shall be liable:
- 15.6.1 to perform their share of any obligations entered into as part of this agreement prior to the end of the notice period; and
  - 15.6.2 for all other contributions due to the other parties in respect of this agreement prior to and during the notice period.
- 15.7 Where this Agreement is terminated by mutual consent of all the parties, the Parties will be jointly liable for all the costs and liabilities associated with the termination of the Agreement (but not including the establishment of any replacement service) and (except as provided for otherwise in the Agreement) for liabilities and costs arising from the operation of the Programme, and shall meet such costs in the proportions set out in Section clause 5.2.
- 15.8 Where the Agreement is terminated by a Party wishing to withdraw without the consent of the other Parties:
- 15.8.1 unless section 15.8.2 applies, the withdrawing Party will be liable for the costs associated with the termination of the Agreement;
  - 15.8.2 where the withdrawing Party has served notice under 15.3 above, the defaulting Party will be liable for the costs associated with the termination of the Agreement. If the Party identified in any notice served in accordance with 15.3 above does not accept the accuracy or validity of the particulars contained in that notice, any dispute arising as a result shall be resolved in accordance with clause 16.
- 15.9 Where the Agreement is terminated in accordance with clause 15.2.3, the date of termination will be the date specified by the Secretary of State in the notice. In default of any direction given by the Secretary of State as to

the costs associated with termination, the Parties will follow clauses 15.5 - 15.7.

16 DISPUTES AND ARBITRATION

16.1 Any disputes arising from the interpretation of the Agreement shall initially and immediately be dealt with by the Parties.

16.2 If the dispute cannot be resolved locally by the Parties, it will be referred:

16.2.1 in cases involving the Chief Constables only, to an agreed Arbitrator appointed by the Chief Constables;

16.2.2 in cases involving the Police and Crime Commissioners, and Police, Fire and Crime Commissioner only, to an Arbitrator appointed by the agreement of the Police and Crime Commissioners and Police, Fire and Crime Commissioner;

16.2.3 in cases involving the Chief Constables, Police and Crime Commissioners, and the Police, Fire and Crime Commissioner, to an agreed Arbitrator appointed by the Parties.

## 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 appointed as agreed 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 may, as appropriate, 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; oversight of the budget for the Programme and the commitments and spend made against it by the SRO.
  - 2.2 The Group will assist with the development of any Police Innovation Fund bids for the Eastern Region.
  - 2.3 The Group will 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 The Group will assist and advise the SRO in the appointment of independent consultancy support.

2.5 The Group will make recommendations as appropriate 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 monthly 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.

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Strategic Collaboration Programme

(1) .....  
THE POLICE AND CRIME COMMISSIONER FOR BEDFORDSHIRE

(2) .....  
THE CHIEF CONSTABLE OF THE BEDFORDSHIRE POLICE

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Strategic Collaboration Programme

(2) .....

THE POLICE AND CRIME COMMISSIONER FOR CAMBRIDGESHIRE

(9) .....

THE CHIEF CONSTABLE OF THE CAMBRIDGESHIRE CONSTABULARY



SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Strategic Collaboration Programme

(3) .....  
THE POLICE, FIRE AND CRIME COMMISSIONER FOR ESSEX

(10) .....  
THE CHIEF CONSTABLE OF THE ESSEX POLICE

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Strategic Collaboration Programme

(4) .....  
THE POLICE AND CRIME COMMISSIONER FOR HERTFORDSHIRE

(11) .....  
THE CHIEF CONSTABLE OF THE HERTFORDSHIRE CONSTABULARY

SIGNATORIES TO THE COLLABORATION AGREEMENT  
In relation to the Seven Force Strategic Collaboration Programme

(5) .....  
THE POLICE AND CRIME COMMISSIONER FOR KENT

(12) .....  
THE CHIEF CONSTABLE OF THE KENT POLICE

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Strategic Collaboration Programme

(6) .....  
THE POLICE AND CRIME COMMISSIONER FOR NORFOLK

(13) .....  
THE CHIEF CONSTABLE OF THE NORFOLK CONSTABULARY

SIGNATORIES TO THE COLLABORATION AGREEMENT

In relation to the Seven Force Strategic Collaboration Programme

(7) .....  
THE POLICE AND CRIME COMMISSIONER FOR SUFFOLK

(14) .....  
THE CHIEF CONSTABLE OF THE SUFFOLK CONSTABULARY

